



## MEETING AGENDA

TIME/DATE: 9:30 a.m. / Wednesday, December 14, 2022

LOCATION: BOARD ROOM  
County of Riverside Administrative Center  
4080 Lemon Street, First Floor, Riverside

This meeting is being conducted in-person as well as virtually in accordance with AB 361 due to state or local officials recommending measures to promote social distancing.

## COMMISSIONERS

**Chair** – V. Manuel Perez

**Vice Chair** – Bob Magee

**Second Vice Chair** – Lloyd White

Kevin Jeffries, 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  
Jeff Hewitt, County of Riverside, District 5  
To Be Appointed / Alberto Sanchez, City of Banning  
Lloyd White / David Fenn, City of Beaumont  
Joseph DeConinck / Johnny Rodriguez, City of Blythe  
Linda Molina / Wendy Hewitt, City of Calimesa  
Jeremy Smith / To Be Appointed, City of Canyon Lake  
Raymond Gregory / Mark Carnevale, City of Cathedral City  
Steven Hernandez / Denise Delgado, City of Coachella  
Wes Speake / Jim Steiner, City of Corona  
Scott Matas / Russell Betts, City of Desert Hot Springs  
Clint Lorimore / Todd Rigby, City of Eastvale  
Linda Krupa / Malcolm Lilienthal, City of Hemet  
Dana Reed / Donna Griffith, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio  
Brian Berkson / Guillermo Silva, City of Jurupa Valley  
Kathleen Fitzpatrick / Robert Radi, City of La Quinta  
Bob Magee / Natasha Johnson, City of Lake Elsinore  
Bill Zimmerman / Dean Deines, City of Menifee  
To Be Appointed / Edward Delgado, City of Moreno Valley  
Lisa DeForest / Cindy Warren, City of Murrieta  
Ted Hoffman / Katherine Aleman, City of Norco  
Jan Harnik / Kathleen Kelly, City of Palm Desert  
Lisa Middleton / Dennis Woods, City of Palm Springs  
Michael M. Vargas / Rita Rogers, City of Perris  
Ted Weill / Charles Townsend, City of Rancho Mirage  
Chuck Conder / Patricia Lock Dawson, City of Riverside  
Michael Heath / Alonso Ledezma, City of San Jacinto  
Maryann Edwards / Zak Schwank, City of Temecula  
Ben J. Benoit / Joseph Morabito, City of Wildomar  
To Be Appointed, 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, December 14, 2022**

**Board Room**

**County of Riverside Administrative Center**

**4080 Lemon Street, First Floor, Riverside, CA**

This meeting is being conducted in-person as well as virtually in accordance with AB 361 due to state or local officials recommending measures to promote social distancing.

Join Zoom Meeting

<https://us02web.zoom.us/j/82008240042?pwd=OFJmclFTYlB1QmMrMm40ZzVJaWxIQT09>

Meeting ID: 820 0824 0042

Passcode: 20220413

One tap mobile

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Dial by your location

+1 669 444 9171 US

*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 on the Commission's website, [www.rctc.org](http://www.rctc.org).*

*In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, 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. AB 361 DETERMINATION**

**Page 1**

**Overview**

This item is for the Commission to:

- 1) Reaffirm the findings in Resolution No. 22-007, “A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361.” The findings are as follows:
  - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
  - b. State or local officials have recommended measures to promote social distancing.

**6B. APPROVAL OF MINUTES – NOVEMBER 9, 2022**

**Page 6**



**6C. PROPOSED 2023 COMMISSION/COMMITTEE MEETING SCHEDULE**

***Page 14***

***Overview***

This item is for the Commission to:

- 1) Adopt its 2023 Commission/Committee Meeting Schedule.

**6D. PROPOSED ADMINISTRATIVE CODE CHANGES**

***Page 17***

***Overview***

This item is for the Commission to:

- 1) Adopt Ordinance No. 22-001, *"An Ordinance Amending the Riverside County Transportation Commission Administrative Code"*.

**6E. FISCAL YEAR 2021/22 COMMISSION AUDIT RESULTS**

***Page 108***

***Overview***

This item is for the Commission to:

- 1) Receive and file the Fiscal Year 2021/22:
  - 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) Fund Financial and Compliance Report;
  - e) Proposition 1B Rehabilitation and Security Project (Proposition 1B) Accounts Financial and Compliance Reports;
  - f) Low Carbon Transit Operations Program (LCTOP) Account Financial and Compliance Reports;
  - g) Single Audit Report;
  - h) RCTC 91 Express Lanes Fund Financial Report;
  - i) 15 Express Lanes Fund Financial Report;
  - j) Auditor Required Communications Report;
  - k) Agreed-Upon Procedures Report related to the Appropriations Limit Calculation;
  - l) Agreed-Upon Procedures Report related to the Commuter Assistance Program (CAP) incentives; and
  - m) Management certifications.



**6F. QUARTERLY FINANCIAL STATEMENTS**

***Page 112***

***Overview***

This item is for the Commission to:

- 1) Receive and file the Quarterly Financial Statements for the three months ended September 30, 2022.

**6G. QUARTERLY INVESTMENT REPORT**

***Page 121***

***Overview***

This item is for the Commission to:

- 1) Receive and file the Quarterly Investment Report for the quarter ended September 30, 2022.

**6H. FEDERAL TRANSIT ADMINISTRATION TRIENNIAL REVIEW FISCAL YEAR 2022 RESULTS**

***Page 375***

***Overview***

This item is for the Commission to:

- 1) Receive and file a report on the Fiscal Year 2022 Triennial Review of the Commission performed by the Federal Transit Administration (FTA).

**6I. FISCAL YEARS 2019-2021 TRANSPORTATION DEVELOPMENT ACT TRIENNIAL PERFORMANCE AUDIT RESULTS FOR THE COMMISSION AND RIVERSIDE COUNTY TRANSIT OPERATORS**

***Page 415***

***Overview***

This item is for the Commission to:

- 1) Receive and file the Fiscal Years 2018/2019 through FY 2020/2021 Transportation Development Act (TDA) triennial performance audit results for the Commission; and
- 2) Receive and file the FYs 2018/2019 through FY 2020/2021 TDA triennial performance audit results for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA); Riverside Transit Agency (RTA); and SunLine Transit Agency (SunLine).



**6J. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, JULY-SEPTEMBER 2022**

***Page 419***

***Overview***

This item is for the Commission to:

- 1) Receive and file the Quarterly Public Engagement Metrics Report for July-September 2022.

**6K. AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES CONTRACT WITH KAPSCH TRAFFICCOM USA INC. TO EXTEND THE TERM OF THE CONTRACT**

***Page 426***

***Overview***

This item is for the Commission to:

- 1) Approve Agreement No. 16-31-043-03, Amendment No. 03 to Agreement No. 16-31-043-00, with Kapsch TrafficCom USA Inc. (Kapsch) for the Toll Services Contract for 15 Express Lanes Project to extend the contract term by five years, in the amount of \$42,219,382, plus a contingency amount of \$4,222,000, for a total amount not to exceed \$46,441,382;
- 2) Authorize the payment of passthrough items in an amount not to exceed \$3 million; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the Amendment on behalf of the Commission.

**6L. AGREEMENTS FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES**

***Page 434***

***Overview***

This item is for the Commission to:

- 1) Award the following agreements to provide on-call environmental consulting services for a three-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of \$3,000,000;
  - a) Agreement No. 22-31-092-00 to GPA Consulting;
  - b) Agreement No. 22-31-103-00 to HNTB Corporation;
  - c) Agreement No. 22-31-104-00 to ICF Jones & Stokes, Inc.; and
  - d) Agreement No. 22-31-105-00 to Stantec Consulting Services, Inc.;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, 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.



**6M. QUARTERLY REPORTING OF CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS**

***Page 673***

***Overview***

This item is for the Commission to:

- 1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended September 30, 2022.

**7. ANNUAL INVESTMENT POLICY**

***Page 675***

***Overview***

This item is for the Commission to:

- 1) Approve the revised annual Investment Policy; and
- 2) Adopt Resolution No. 22-020, "*Resolution of the Riverside County Transportation Commission Regarding the Revised Investment Policy*".

**8. 2023 STATE AND FEDERAL LEGISLATIVE PLATFORM AND LEGISLATIVE UPDATE**

***Page 701***

***Overview***

This item is for the Commission to:

- 1) Adopt the Commission's 2023 State and Federal Legislative Platform; and
- 2) Receive and file a state and federal legislative update.

**9. ELECTION OF RIVERSIDE COUNTY TRANSPORTATION COMMISSION OFFICERS**

***Page 720***

***Overview***

This item is for the Commission to conduct an election of officers for 2023 – Chair, Vice Chair, and Second Vice Chair.

**10. APPOINTMENT OF EXECUTIVE COMMITTEE MEMBERS**

***Page 724***

***Overview***

This item is for the Commission to:

- 1) The cities of Corona, Jurupa Valley, Menifee, Moreno Valley, Murrieta, Riverside, and Temecula to appoint two representatives to the Executive Committee;



- 2) The cities of Banning, Beaumont, Calimesa, Canyon Lake, Eastvale, Hemet, Lake Elsinore, Norco, Perris, San Jacinto, and Wildomar to appoint one representative to the Executive Committee; and
- 3) The cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage to appoint one representative to the Executive Committee.

**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. CLOSED SESSION**

**14A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8

Agency Negotiator: Executive Director or Designee

Item	Property Description	Property Owner	Buyer(s)
1	279-530-030 279-240-020 279-240-008	RCTC	Mad Atom, LLC Shea Properties Crystal Windows & Doors

**15. ADJOURNMENT**

The next Commission meeting is scheduled to be held at 9:30 a.m. on **Wednesday, January 11, 2023.**







# **AGENDA ITEM 6A**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lisa Mobley, Administrative Services Director/Clerk of the Board
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	AB 361 Determination

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Reaffirm the findings in Resolution No. 22-007, *“A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361.”* The findings are as follows:
  - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
  - b. State or local officials have recommended measures to promote social distancing.

**BACKGROUND INFORMATION:**

Since the onset of the COVID-19 in early 2020, California government agencies have been able to continue to discharge their legal responsibilities through the use of virtual teleconferencing platforms such as Zoom to hold public meetings that enabled agencies to meet and conduct business, comply with social distancing orders and most importantly, provide access to the public. In many cases, virtual meetings have actually enhanced public participation, particularly in larger counties including Riverside County where traveling to a public meeting can be inconvenient or require traveling a long distance. Both the RCA and RCTC have been meeting on Zoom since March of 2020, when many Executive Orders were issued by Governor Newsom in response to the pandemic. One such order altered Brown Act requirements to allow for virtual meetings.

Although transmission, hospitalization and death rates from COVID-19 have sharply declined since the original onset of the pandemic and subsequent Delta Variant surge, an air or uncertainty remains regarding the pandemic and many counties continue to recommend masking inside and social distancing. Given that environment and a desire to continue allowing for the flexibility of holding virtual meetings, the Legislature recently approved, and Governor Newsom signed, Assembly Bill 361 to temporarily allow for virtual meeting under proscribed circumstances.



## **AB 361**

Effective immediately, AB 361 amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology in certain circumstances. Under the Bill, legislative bodies can continue to meet remotely as long as there is a “proclaimed state of emergency” and the Commission can make either of the following findings: (a) state or local officials have imposed or recommended measures to promote social distancing or (b) whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The Governor proclaimed a State of Emergency on March 4, 2020 related to the COVID-19 pandemic, which State of Emergency continues to exist to this day. Further, both State and Riverside County officials continue to recommend the social distancing.

AB 361 requires specific procedural safeguards for the public. To accommodate individuals during these teleconferences and virtual meetings, a public comment period will be offered where the public can address the legislative body directly in real time. Additionally, public comments will be allowed up until the public comment period is closed at the meetings. The agenda will include information on the manner in which the public may access the meeting and provide comments remotely. If technical problems arise that result in the public’s access being disrupted, the legislative body will not take any vote or other official action until the technical disruption is corrected and public access is restored.

The attached Resolution allows the Board to implement AB 361 by making the findings discussed above. This findings will be in effect for 30 days or until the Board makes findings that the conditions listed therein long longer exist, whichever is shorter. The findings can be extended by the Board upon a finding that conditions supporting the findings included in the Resolution still exist. The authorization to meet remotely will apply to any Committees that meet during the 30-day effective period.

AB 361 will allow for virtual meetings during other state-proclaim emergencies, such as earthquakes or wildfires, where physical attendance may present a risk. AB 361 is scheduled to sunset January 1, 2024.

### **STAFF RECOMMENDATION:**

Reaffirm the findings in *Resolution No. 22-007, “A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361”*.

Attachment: Resolution No. 22-007



**RESOLUTION NO. 22-007**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION AUTHORIZING VIRTUAL BOARD AND  
COMMITTEE MEETINGS PURSUANT TO AB 361**

**WHEREAS**, the Riverside County Transportation Commission (“Commission”) is committed to preserving and nurturing public access and participation in meetings of the Board of Commissioners, Executive Committee, Budget and Implementation Committee, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Citizens and Specialized Transit Advisory Committee, and Technical Advisory Committee; and

**WHEREAS**, all meetings of the Commission’s legislative bodies, including its Board of Commissioners, Executive Committee, Budget and Implementation Committee, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Citizens and Specialized Transit Advisory Committee, and Technical Advisory Committee are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the Commission’s meetings; and

**WHEREAS**, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

**WHEREAS**, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

**WHEREAS**, pursuant to the Governor’s executive orders, the Commission has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, Commission staff and Commissioners; and

**WHEREAS**, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021; and

**WHEREAS**, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, such conditions now exist in the Commission, specifically, a state of emergency has been proclaimed related to COVID-19 and state or local officials are recommending measures to promote social distancing,



**NOW, THEREFORE, BE IT RESOLVED THAT THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Findings. Consistent with the provisions of Government Code Section 54953(e), the Board of Commissioners finds and determines that (1) a state of emergency related to COVID-19 is currently in effect and (2) state or local officials have recommended measures to promote social distancing in connection with COVID-19.

Section 3. Remote Teleconference Meetings: Based on the findings and determinations included herein, the Board of Commissioners authorizes and directs any of its legislative bodies, including without limitation its Board of Commissioners, Executive Committee, Budget and Implementation Committee, Western Riverside County Programs and Projects Committee, Toll Policy and Operations Committee, Technical Advisory Committee, and Citizens and Specialized Transit Advisory Committee to conduct remote teleconference meetings under the provisions of Government Code Section 54953(e) and that such bodies shall provide public access to their meetings as provided in Section 54953(e).

Section 4. Full and Fair Access: In making the findings included herein the board specifically relies on Section 8(b) of Stats.2021, c.165 (A.B.361), § 3, eff. Sept. 16, 2021.) which provides as follows:

(b) The Legislature finds and declares that [the changes made by AB 361 to] Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.



Section 5. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Board of Commissioners in accordance with Section 5 of this Resolution.

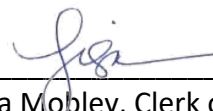
Section 6. Extension by Motion. The Board of Commissioners may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3). Any such extension may be made before or after the expiration of the preceding 30 day period.

PASSED AND ADOPTED by the Board of Commissioners of the Riverside County Transportation Commission this 9<sup>th</sup> day of March 2022, by the following vote:

APPROVED AND ADOPTED this 9<sup>th</sup> day of March, 2022.

  
\_\_\_\_\_  
V. Manuel Perez, Chair  
Riverside County Transportation Commission

ATTEST:

  
\_\_\_\_\_  
Lisa Mobley, Clerk of the Board  
Riverside County Transportation Commission







# **AGENDA ITEM 6B**

## **MINUTES**







# ***RIVERSIDE COUNTY TRANSPORTATION COMMISSION***

## **MEETING MINUTES**

Wednesday, November 9, 2022

### **1. CALL TO ORDER**

The Riverside County Transportation Commission was called to order by Chair V. Manuel Perez at 9:31 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501.

### **2. ROLL CALL**

#### **Commissioners/Alternates Present**

Ben J. Benoit  
Brian Berkson  
Chuck Conder  
Joseph DeConinck  
Edward Delgado  
Maryann Edwards  
Kathleen Fitzpatrick  
Jeff Hewitt  
Ted Hoffman  
Kevin Jeffries  
Linda Krupa  
Bob Magee  
Scott Matas  
Lisa Middleton  
Linda Molina

V. Manuel Perez  
Dana Reed  
Jim Rogers  
Jeremy Smith  
Karen Spiegel  
Jim Steiner  
Michael M. Vargas  
Chuck Washington  
Ted Weill  
Lloyd White  
Bill Zimmerman

#### **Commissioners Absent**

Lisa DeForest  
Waymond Fermon  
Raymond Gregory  
Jan Harnik  
Michael Heath  
Steven Hernandez  
Clint Lorimore  
To be Appointed, City of Banning

### **3. PLEDGE OF ALLEGIANCE**

Vice Chair Bob Magee led the Commission in a flag salute.

### **4. PUBLIC COMMENTS**

Arnold San Miguel, Southern California Association of Governments' (SCAG) Regional Affairs Officer, announced on November 15-17, 2022, CoMotion L.A. will be held at the Japanese American National Museum in Los Angeles, and it is free for public sector staff and the elected officials. It is a great conference on innovation, on mobility, and people from around the world show up for this conference. Registration is open for the December 1 SCAG 13<sup>th</sup> edition of their celebrated Southern California Economic Summit



being held in downtown Los Angeles at the Sheraton Grand. It is free to the elected officials and the city managers.

## **5. ADDITIONS / REVISIONS**

There were no additions or revisions to the agenda.

## **6. PUBLIC HEARING – ADOPTION OF A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF A FEE INTEREST IN CERTAIN REAL PROPERTY, BY EMINENT DOMAIN, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 305-080-088, FOR THE PLACENTIA AVENUE WIDENING PROJECT AND MID COUNTY PARKWAY PROJECT, IN RIVERSIDE COUNTY, CALIFORNIA**

At this time, Chair Perez called on legal counsel to explain the nature and scope of the hearing.

Haviva Shane, Legal Counsel, stated the purpose of this item is for the Board to consider adoption of a resolution of necessity to acquire the properties listed on the agenda. As part of the resolution of necessity the Board will be asked to make the following findings and she listed the findings. The resolution of necessity needs to be adopted by a 2/3 vote of the total membership of the Commission.

Lisa Mobley, Administrative Services Director/Clerk of the Board, confirmed that she does have the proof of mailing of the notice of the public hearing. There were no written objections or protests and they have not received any requests to be heard from owners or their representatives.

Hector Casillas, Right of Way Manager, presented the resolution of necessity for adoption for a property needed for the Placentia Avenue Widening and the Mid County Parkway (MCP) Project and highlighted the following areas:

- Commission guidance
  - ✓ The property interests are required for a public purpose
  - ✓ The offer of just compensation was for the full appraised value
  - ✓ The commission uses eminent domain as a last resort
  - ✓ Staff will continue negotiations
- The Commission is requested to make the following findings
  - ✓ The public interest and necessity require the proposed project;
  - ✓ The project is planned or located in a manner that will be the most compatible with the greatest public good and the least private injury;
  - ✓ The real property to be acquired is necessary for the project; and
  - ✓ The offer of just compensation has been made to the property owner.
- An ariel view of the parcel location in the project and provided basic information of the Placentia Interchange and the MCP Projects



- Parcel information
- Offer of just compensation
- Contact summary
- Ariel of the parcel, pre-demo site and post-demo site photographs of the property, and site relocation photographs of the new property in the city of Perris

In response to Commissioner Maryann Edwards' inquiry about why the property owners turned down the offer, Hector Casillas replied they are focused on the business relocation first and after that is complete, they can focus on the acquisition.

At this time, Chair Perez opened the public hearing. Chair Perez asked if the owners or the owner representatives are here to speak on the item. There were no requests to speak. Chair Perez asked if the Commissioners had any other questions.

At this time, Chair Perez closed the public hearing. Chair Perez asked if there were any public comments. There were no requests to speak.

**M/S/C (Reed/Vargas) to:**

- 1) Conduct a hearing to consider the adoption of a Resolution of Necessity, including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolution of Necessity;**
- 2) Make the following findings as hereinafter described in this report:**
  - a) The public interest and necessity require the proposed project;**
  - b) The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;**
  - c) The real property to be acquired is necessary for the project; and**
  - d) The offer of just compensation has been made to the property owner;**
- 3) Adopt Resolution of Necessity No. 22-021 described as *"Adoption of a Resolution of Necessity for the Acquisition of a Fee Interest Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Number 305-080-088, Located in Perris, Riverside County, California, for the Placentia Avenue Widening Project and Mid County Parkway Project."***



**7. CONSENT CALENDAR**

**M/S/C (Reed/Edwards) to approve the following Consent Calendar items.**

**7A. AB 361 DETERMINATION**

Reaffirm the findings in Resolution No. 22-007, *“A Resolution of the Board of Commissioners of the Riverside County Transportation Commission Authorizing Virtual Board and Committee Meetings Pursuant to AB 361.”*

The findings are as follows:

- a) The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist today; and
- b) State or local officials have recommended measures to promote social distancing.

**7B. APPROVAL OF MINUTES – OCTOBER 12, 2022**

**7C. SINGLE SIGNATURE AUTHORITY REPORT**

Receive and file the Single Signature Authority report for the first quarter ended September 30, 2022.

**7D. AMENDMENT TO CITY OF BANNING’S FISCAL YEAR 2022/23 SHORT RANGE TRANSIT PLAN**

- 1) Approve a \$550,000 increase in the Fiscal Year 2022/23 State Transit Assistance (STA) funding allocation for the city of Banning (City); and
- 2) Amend the City’s FY 2022/23 Short Range Transit Plan (SRTP) to increase the STA allocation in the amount of \$550,000 for Project No. 23-01 “Bus Replacement”.

**7E. CITIZENS AND SPECIALIZED TRANSIT ADVISORY COMMITTEE TRANSIT NEEDS PUBLIC HEARING UPDATE**

Receive and file an update on the Citizens and Specialized Transit Advisory Committee (CSTAC) Transit Needs Public Hearing.

**8. AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, AND CONSTRUCTION SURVEYING FOR THE INTERSTATE 15 SMART FREEWAY IMPROVEMENTS PROJECT**

Erik Galloway, Project Deliver Director, presented the award construction management services agreement for the Interstate 15 SMART Freeway Project, highlighting the following:



- Project overview
  - ✓ Project limits
    - 8-miles of northbound I-15, County Line to 15/215 “Split”
- Project scope
  - ✓ Coordinated Adaptive Ramp Metering at 3 on-ramps
    - Temecula Parkway
    - Rancho California Road
    - Winchester Road
- Project schedule
  - ✓ 95 percent Design currently under review by Caltrans
- Construction management agreement
- Schedule

Anne Mayer, Executive Director, stated as they have discussed before, they are simply not going to build their way-out of congestion in Riverside County. They can look for opportunities to use technology to improve the operations and this test pilot in the city of Temecula on Interstate 15 northbound is a perfect opportunity to do that. She explained they will be able to see if they can use technology, coordinate the ramp meters, in addition to the auxiliary lanes that are being built, to see if they can make a difference in terms of the kind of congestion that is seen on that corridor. She expressed with a successful pilot here it is very possible this could be deployed in multiple areas around the County. It is a much more cost-effective way to reduce congestion and one that takes advantage of technologies that are coming forward. RCTC is one of the first ones in the state doing this and only the second ones in the country, Denver just did a pilot last year, Contra Costa County have another pilot and they will be coming out after RCTC’s pilot. She thanked the Commissioners for the authorization to be able to use new technology and see if this can work so it can be deployed elsewhere throughout the County.

Commissioner Maryann Edwards thanked RCTC for their patience on this project. She stated that Federal Highway Administration Projects take forever so they are happy to be starting this right now. She had a meeting with Diane Morales, Acting Director, Caltrans District 8, and spoke to her regarding this and Caltrans is excited to hear about the coordination too and even discussed trying to find some pilot funding for it

**M/S/C (Spiegel/Vargas) to**

- 1) **Award Agreement No. 22-31-098-00 to Anser Advisory Management, LLC dba Anser Advisory (Anser) for construction management services, materials testing, and construction surveying for the Interstate 15 SMART Freeway Improvements Project in the amount of \$2,072,210, plus a contingency amount of \$207,221, for a total amount not to exceed \$2,279,431;**



- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission; and**
- 3) **Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.**

## **9. STATE AND FEDERAL LEGISLATIVE UPDATE**

David Knudsen, External Affairs Director, presented an update for the state and federal legislative activities. He stated Vice Chair Bob Magee represented RCTC at a roundtable discussion with Representative Ken Calvert and House Natural Resources Ranking Member Bruce Westerman in Corona on permitting challenges to infrastructure development. Following the successful CV Rail Advocacy trip to Washington, D.C. in September 2022, RCTC requested a meeting with California State Transportation Agency (CalSTA) Secretary Toks Omishakin to outline the Commission's efforts and future vision for passenger rail service to Coachella Valley. The meeting with Secretary Omishakin and CalSTA's Chief Deputy Secretary, Rail and Transit, Chad Edison, Chair Perez, Commissioner Middleton, and staff was held on November 2<sup>nd</sup> both officials offered strong support for CV rail and RCTC's project vision. He provided an update on the CV Rail grant for \$20 million in funding from the Federal Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grants Program to help fund and complete the Tier II Project Level Environmental Studies for the project. He noted that RCTC and Caltrans will submit the CV Rail CRISI Grant application by the December 1 deadline.

In response to Commissioner Chuck Conder's inquiry on the bills this body opposed that the Governor vetoed if those bills may come back as there is one AB 2438, David Knudsen replied it is very likely that some element of that bill will come back. There are elements within the Legislature to really examine how transportation projects are funded and what those projects will do to the system. Commissioner Conder replied he is sure that Mr. Knudsen's team is already working on a process of how to re-engage on that. David Knudsen confirmed they are. Commissioner Conder requested Mr. Knudsen keep the Commissioners informed.

Anne Mayer stated there is a possibility that some form of AB 2237 by Assembly Member Laura Friedman could attempt a comeback and that was the one that would have controlled how local sales tax measures are spent. Staff will be watching this bill with diligence along with the 25 self-help counties in the state of California and it is a very serious issue considering the billions of dollars a year invested in the transportation network from sales tax measures all approved by voters. She stated that staff will continue to be engaged at various levels to try to tell the story about why keeping commitments to voters is so important.

**M/S/C to receive and file an update on state and federal legislation.**



## **10. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION**

There were no items pulled from the consent calendar.

## **11. EXECUTIVE DIRECTOR'S REPORT**

- Anne Mayer announced this is another weekend of significant work for the 91/15 Interchange Refresh Project, which will have a series of extended ramp closures and lanes reductions starting the evening of November 12 – November 21 at 4:00 a.m. and the 91 general purpose lanes will be open throughout the closure period. Starting on November 12 at 10:00 p.m. crews will close the westbound 91 Main Street on and off ramps, they will be moving k-rail, reconfiguring temporary striping, they will also need to close the northbound and southbound I-15 to westbound 91 for one night until 8:00 a.m. on Sunday morning. Once those connectors are reopened the northbound to westbound connector will be reduced to one lane. Make sure when traveling in that area to be aware of the different closures. While these closures will impact traffic and RCTC is very appreciative of the patience both people who travel through Corona but also for the residents of Corona. Having sequence closures will help avoid another additional 55-hour closure although RCTC does have two more full weekend closures that are anticipated in the rest of this year. On November 8, RCTC sent out a News Release, moving forward with outreach activities both in English and in Spanish and working closely with the city of Corona and other partners to ensure these closures and lane reductions occur smoothly. There is detailed information about the closures posted at [RCTC.org/91 Refresh/Closures](https://www.rctc.org/91-Refresh/Closures) social media is one of the keyways RCTC has been able to get out information and there has been a lot of press coverage on the various news channels related to these closures. RCTC is trying to get the message out especially because there is so much work occurring in Southern California and trying to make sure RCTC has a regionwide approach with all their communications.

Commissioner Spiegel stated she was asked on the last closure if RCTC can work with Waze and some of the program apps that direct people.

Anne Mayer replied historically RCTC has attempted to work with the traffic apps to redirect traffic and it is not easy to do, especially since many people have a vehicle that tells them which way to go it can be challenging, but they will see what they can do. Those features are so prevalent now whether it is the phone or the car it is very hard to have any influence in that space.

## **12. COMMISSIONER COMMENTS**

There were no Commissioner comments.



**13. CLOSED SESSION**

**13A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9 (d)(1)

Case No. RIC 1409484

There were no announcements from the Closed Session.

**15. ADJOURNMENT**

There being no further business for consideration by the Riverside County Transportation Commission, Chair Perez adjourned the meeting at 10:13 a.m. The next Commission meeting is scheduled to be held at 9:30 a.m., Wednesday, December 14, 2022.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Lisa Mobley', with a long horizontal flourish extending to the right.

Lisa Mobley  
Administrative Services Director /  
Clerk of the Board



# **AGENDA ITEM 6C**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lisa Mobley, Administrative Services Director/Clerk of the Board
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Proposed 2023 Commission/Committee Meeting Schedule

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Adopt its 2023 Commission/Committee Meeting Schedule.

**BACKGROUND INFORMATION:**

The Commission is scheduled to meet on the second Wednesday of each month at 9:30 a.m. The Executive Committee is scheduled at 9:00 a.m. on the same day.

The Commission's Budget and Implementation and Western Riverside County Programs and Projects Committees meet on the fourth Monday of each month at 9:30 a.m. and 1:30 p.m., respectively, except when the fourth Monday falls on a holiday. Due to the September and December Committee meetings falling on holidays, they are not being scheduled.

There are times when a committee meeting may be cancelled due to lack of substantive agenda items. When this occurs, the Commissioners will be notified, and items are forwarded directly to the Commission for final action.

Attachment: Proposed 2023 Commission/Committee Meetings Schedule









**RIVERSIDE  
COUNTY  
TRANSPORTATION  
COMMISSION**

## 2023 MEETING SCHEDULE

<b>Meeting Date (Wednesday)</b>	<b>Commission</b>	<b>Location</b>	<b>Executive Committee</b>	<b>Location</b>
January 11	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*
February 2-3	1:30 p.m. (Thursday)* 8:30 a.m. (Friday)*	Renaissance Palm Springs Hotel	N/A	N/A
February 8	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*
March 8	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*
April 12	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*
May 10	9:30 a.m.	Coachella Valley*	9:00 a.m.	RCTC March Field Conf. Rm.*
June 14	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*
July 12	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*
August 9	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*
September 13	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*
October 11	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*
November 8	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*
December 13	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.*

The Commission and the Executive Committee meetings are held on the second Wednesday of each month.

\*Locations and times are tentative, subject to change.



<b>Meeting Date (Monday)</b>	<b>Budget and Implementation Committee</b>	<b>Western Riverside County Programs and Projects Committee</b>	<b>Location</b>
January 23	9:30 a.m.	1:30 p.m.	County Board Room*
February 27	9:30 a.m.	1:30 p.m.	County Board Room*
March 27	9:30 a.m.	1:30 p.m.	County Board Room*
April 24	9:30 a.m.	1:30 p.m.	County Board Room*
May 22	9:30 a.m.	1:30 p.m.	County Board Room*
June 26	9:30 a.m.	1:30 p.m.	County Board Room*
July 24	9:30 a.m.	1:30 p.m.	County Board Room*
August 28	9:30 a.m.	1:30 p.m.	County Board Room*
October 23	9:30 a.m.	1:30 p.m.	County Board Room*
November 27	9:30 a.m.	1:30 p.m.	County Board Room*
The meetings of the Budget and Implementation Committee and the Western Riverside County Programs and Projects Committee are held on the fourth Monday of each month, except on holidays.			



# **AGENDA ITEM 6D**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Executive Committee Aaron Hake, Deputy Executive Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Proposed Administrative Code Changes

**EXECUTIVE COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Adopt Ordinance No. 22-001, *"An Ordinance Amending the Riverside County Transportation Commission Administrative Code"*.

**BACKGROUND**

Since adopted in 1993, the administrative code has been regularly updated and amended to reflect changes in policy, amend outdated language and to ensure the organization is structured in a way to address the County's ongoing transportation needs.

This item puts forward a number of suggested changes to the Administrative Code that will ensure consistency between current Commission practice and the code.

**Executive Committee Membership**

The Executive Committee was established in 1999 as a result of the reorganization of the Commission. The responsibility of the Executive Committee is to oversee staff functions; recommend staff positions, job descriptions and salaries; appoint, contract with and determine the compensation of the Executive Director; discipline, review and terminate the Commission's Executive Director; and oversee administration of the Commission's office.

Overall, there are 11 seats on the Executive Committee. The seats are held by the Chair, Vice Chair, Second Vice Chair, Past Chair, a representative from Western Riverside County cities with a population of under 100,000, a representative from Coachella and Palo Verde Valley cities with a population of less than 100,000 people, two city representative from cities with a population over 100,000, and three members from the Board of Supervisors. The representatives from the cities are selected through a caucus process that usually takes place at the December Commission meeting.



Currently, two regular members that represent the cities of Corona, Jurupa Valley, Moreno Valley, Murrieta, Riverside, and Temecula are members of the Executive Committee. Data from the California Department of Finance shows Menifee has exceeded the 100,000 mark in population (Attachment 1). Staff recommends amending the Administrative Code to recognize Menifee's standing as a city of more than 100,000.

### **Citizens and Specialized Transit Advisory Committee**

At its April 2021 meeting, the Commission adopted new bylaws for the Citizens and Specialized Transit Advisory Committee (CSTAC). Staff is recommending these changes be reflected in the Commission's Administrative Code for consistency. The redline changes are located on pages 11-13 of Attachment 2 to this agenda item.

### **Claims Policy**

The current Administrative Code has listed the California Claims Act in its entirety. As state law is amended from time to time, staff recommends removing the language and replacing it with language stating the Commission will follow the requirements set forth in the California Government Claims Act.

The Commission's current operations include 7 commuter rail stations, 25 miles of toll roads and a variety of ongoing construction projects. This can result in the presentation of a number of claims to the commission for consideration. Staff and legal counsel have recommended including language in the Administrative Code authorizing the Executive Director, upon advice of General Counsel, to settle these claims on behalf of the Commission.

### **Presentation of Proposed Amendments and Minor Language Edits**

Staff attached the entire Administrative Code for the Committee's review and has clearly denoted proposed amendments and changes discussed previously in this staff report, as well as minor clarifications to address language that is archaic or no longer applicable.

Attachments:

- 1) City/County Population and Housing Estimates, 01/01/2022
- 2) Redlined RCTC Administrative Code with Proposed Changes
- 3) Ordinance No. 22-001



**SLOWING STATE POPULATION DECLINE PUTS  
LATEST POPULATION AT 39,185,000**

FOR IMMEDIATE RELEASE:  
May 2, 2022

**CONTACT:** Walter Schwarm  
(916) 323-4086  
H.D. Palmer  
(916) 323-0648

**SACRAMENTO**— California's population dipped slightly by 117,552 residents last year, bringing the state's total to 39,185,605 people as of January 1, 2022, according to new population estimates and housing data released today by the California Department of Finance.

The 0.3-percent decline represents a slowing compared to the 0.59-percent decline over the nine-month period between the April 2020 Census date and the year's end.

As Baby Boomers age, and fertility declines among younger cohorts, the continuing slowdown in natural increase -- births minus deaths -- underlies the plateauing of the state's population growth. The addition of COVID-19-related deaths, federal policies restricting immigration, and an increase in domestic out-migration further affected population totals. Overall growth was also affected by continuing federal delays in processing foreign migration: while last year saw positive immigration (43,300), the level was below the average annual rate of 140,000 before the pandemic.

The report contains preliminary year-over-year January 2022 and revised January 2021 population data for California cities, counties, and the state. These estimates are based on information through January 1, 2022. Significant changes over the year include:

- While population growth remained strong in the interior counties of the Central Valley and the Inland Empire, the majority of counties saw declines, including every coastal county except San Luis Obispo, Santa Barbara, and Santa Cruz (due in part to college students returning to campus).
- Only two counties had growth above one percent: Yolo (1.8 percent), due to increases in college group quarters (dorms), and San Benito (1.1 percent), due to housing gains. Following in percentage growth were Modoc (1.0 percent), Tuolumne (0.9 percent), and Merced (0.9 percent) counties.
- Thirty-four of the state's fifty-eight counties lost population. The ten largest percentage decreases occurred in Plumas (-3.2 percent), Lassen (-2.8 percent), Butte (-2.4 percent), Del Norte (-1.4 percent), Napa (-1.0 percent), San Mateo (-0.9 percent), Marin (-0.9 percent), Shasta (-0.8 percent), San Francisco (-0.8 percent), and Ventura (-0.8 percent).
- The state's three most populous counties all experienced population loss: Los Angeles declined by 70,114 persons (-0.7 percent), San Diego by 1,197 persons (-0.04 percent), and Orange by 7,297 persons (-0.2 percent).



Also of note in the report:

- 361 cities lost population, while 118 gained population and 3 had no change.
- Of the ten largest cities in California, Bakersfield had the largest percentage gain in population (0.7 percent, or 2,736), followed by San Diego (0.2 percent, or 2,958).
- Group quarters represent 2.3 percent (907,000) of the total state population. This population includes those living in college dormitories (240,000) and in correctional facilities (172,000). Between April 1, 2020 and January 1, 2021, California's group quarters population decreased by 165,000 people or 17 percent, due principally to policies associated with COVID-19. The dormitory population dropped by 109,000 (45.0 percent). In 2021, however, college group quarters populations have returned to 98.9 percent of their 2020 Census levels with 240,000 students in dormitories, which restored populations in many college towns. Areas most affected by the pandemic-driven shift in college dormitory population between 2020 and 2021 based on total population growth include: Unincorporated Yolo County (26.5 percent), Santa Cruz (11.3 percent), Albany (5.4 percent), Unincorporated Santa Barbara County (4.5 percent), Seaside (3.1 percent), and Irvine (3.0 percent).
- State prisons are generally located in remote areas; as a result, increases or decreases can account for significant changes in their respective area populations. For example, prison declines led to population decreases in Taft (-4.7 percent) in Kern County, Susanville (-9 percent) in Lassen County, and Crescent City (-4.1 percent) in Del Norte County.

#### Background Information:

These population estimates are produced annually by the Department of Finance for use by local areas to calculate their annual appropriations limit. The State Controller's Office uses Finance's estimates to update their population figures for distribution of state subventions to cities and counties, and to comply with various state codes. Additionally, estimates are used for research and planning purposes by federal, state, and local agencies, the academic community, and the private sector.

These estimates reflect a state and county level revision of the preliminary January 1, 2021 estimates that were released in May 2021 and reflected a state population at 39,466,855 versus this year's revised estimate of 39,303,157; a downward revision of 163,698. The primary causes are the change to a new Census 2020 benchmark, and higher migration estimates during the COVID-19 pandemic.

Changes to the housing stock are used in the preparation of the annual city population estimates. Estimated occupancy of housing units and the number of persons per household further determine population levels. Changes in city housing stock result from new construction, demolitions, housing unit conversions, and annexations. The sub-county population estimates are then adjusted to be consistent with independently produced county estimates.

Comparing Census Bureau's recently released July 1, 2021 estimates with Finance's January 1, 2022 estimates should generally be avoided since they refer to different points in time. In addition, there are numerous differences between the two series including the effects of the wildfires, changes in migration patterns, accelerating slowdown in births, and excess deaths due to the COVID-19 pandemic that make comparisons difficult.

All Finance population and housing estimates are benchmarked to a decennial census. The estimates in this report are benchmarked to the 2020 decennial census.

Related population reports are available on the Department's website:  
<http://www.dof.ca.gov/Forecasting/Demographics/>



Department of Finance  
Demographic Research Unit  
Population Estimates for California Cities

10 Largest Cities

City	Population January 1, 2022	Percent Change 2021-22
1. Los Angeles	3,819,538	-0.9
2. San Diego	1,374,790	0.2
3. San Jose	976,482	-1.5
4. San Francisco	842,754	-0.8
5. Fresno	543,660	0.2
6. Sacramento	518,037	-0.1
7. Long Beach	460,682	0.2
8. Oakland	424,464	-1.3
9. Bakersfield	408,865	0.7
10. Anaheim	341,245	-1.0

10 Fastest Growing Cities with Populations Over 30,000

City	Population January 1, 2022	Percent Change 2021-22
1. Santa Cruz	64,075	11.3
2. Lathrop	31,331	6.6
3. Seaside	32,068	3.1
4. Irvine	310,250	3.0
5. Menifee	106,627	2.9
6. Berkeley	124,563	2.7
7. Stanton	39,275	2.6
8. Delano	51,258	2.4
9. Chino	91,998	2.4
10. Manteca	86,859	2.2

10 Cities Under 300,000 with the Largest Numeric Change

City	Population January 1, 2022	Numeric Change 2021-22
1. Santa Cruz	64,075	6,481
2. Berkeley	124,563	3,294
3. Menifee	106,627	3,010
4. Fontana	212,809	2,920
5. Ontario	179,516	2,827
6. Roseville	151,034	2,240
7. Chino	91,998	2,174
8. Clovis	123,665	1,998
9. Lathrop	31,331	1,947
10. Manteca	86,859	1,864



## E-1: City/County/State Population Estimates with Annual Percent Change January 1, 2021 and 2022

JURISDICTION	Total Population		Percent Change	JURISDICTION	Total Population		Percent Change
	1/1/21	1/1/22			1/1/21	1/1/22	
<b>CALIFORNIA</b>	39,303,157	39,185,605	-0.3	Danville	43,373	43,352	0.0
<b>Alameda</b>	1,662,370	1,651,979	-0.6	El Cerrito	25,671	25,650	-0.1
Alameda	78,262	77,784	-0.6	Hercules	26,357	26,091	-1.0
Albany	20,542	21,648	5.4	Lafayette	25,217	25,064	-0.6
Berkeley	121,269	124,563	2.7	Martinez	37,195	36,908	-0.8
Dublin	73,209	72,932	-0.4	Moraga	17,206	17,105	-0.6
Emeryville	12,617	12,497	-1.0	Oakley	43,627	44,533	2.1
Fremont	228,872	229,476	0.3	Orinda	19,496	19,478	-0.1
Hayward	161,744	160,591	-0.7	Pinole	18,819	18,628	-1.0
Livermore	87,388	86,149	-1.4	Pittsburg	75,788	75,156	-0.8
Newark	47,157	47,229	0.2	Pleasant Hill	34,335	34,026	-0.9
Oakland	430,100	424,464	-1.3	Richmond	114,643	114,489	-0.1
Piedmont	11,138	10,977	-1.4	San Pablo	31,793	31,510	-0.9
Pleasanton	78,924	77,609	-1.7	San Ramon	84,226	83,820	-0.5
San Leandro	89,926	88,404	-1.7	Walnut Creek	70,566	69,891	-1.0
Union City	69,301	68,150	-1.7	Balance of County	177,927	176,941	-0.6
Balance of County	151,921	149,506	-1.6	<b>Del Norte</b>	27,593	27,218	-1.4
<b>Alpine</b>	1,195	1,200	0.4	Crescent City	6,320	6,060	-4.1
<b>Amador</b>	40,287	40,297	0.0	Balance of County	21,273	21,158	-0.5
Amador	193	191	-1.0	<b>El Dorado</b>	191,054	190,465	-0.3
Ione	8,722	8,888	1.9	Placerville	10,636	10,646	0.1
Jackson	5,028	5,028	0.0	South Lake Tahoe	21,508	21,199	-1.4
Plymouth	1,056	1,045	-1.0	Balance of County	158,910	158,620	-0.2
Sutter Creek	2,640	2,620	-0.8	<b>Fresno</b>	1,009,231	1,011,273	0.2
Balance of County	22,648	22,525	-0.5	Clovis	121,667	123,665	1.6
<b>Butte</b>	206,640	201,608	-2.4	Coalinga	17,520	17,277	-1.4
Biggs	1,974	1,939	-1.8	Firebaugh	8,164	8,439	3.4
Chico	102,359	102,892	0.5	Fowler	6,863	6,962	1.4
Gridley	7,413	7,205	-2.8	Fresno	542,720	543,660	0.2
Oroville	20,119	18,863	-6.2	Huron	6,176	6,170	-0.1
Paradise	6,137	7,705	25.5	Kerman	16,074	16,639	3.5
Balance of County	68,638	63,004	-8.2	Kingsburg	12,533	12,506	-0.2
<b>Calaveras</b>	45,250	45,049	-0.4	Mendota	12,499	12,440	-0.5
Angels City	3,641	3,623	-0.5	Orange Cove	9,553	9,497	-0.6
Balance of County	41,609	41,426	-0.4	Parlier	14,553	14,497	-0.4
<b>Colusa</b>	21,773	21,807	0.2	Reedley	24,929	24,982	0.2
Colusa	6,356	6,383	0.4	Sanger	26,558	26,304	-1.0
Williams	5,530	5,563	0.6	San Joaquin	3,674	3,639	-1.0
Balance of County	9,887	9,861	-0.3	Selma	24,702	24,522	-0.7
<b>Contra Costa</b>	1,161,324	1,156,555	-0.4	Balance of County	161,046	160,074	-0.6
Antioch	115,142	115,074	-0.1	<b>Glenn</b>	28,788	28,750	-0.1
Brentwood	64,224	64,342	0.2	Orland	8,319	8,267	-0.6
Clayton	10,964	10,863	-0.9	Willows	6,345	6,427	1.3
Concord	124,755	123,634	-0.9	Balance of County	14,124	14,056	-0.5



## E-1: City/County/State Population Estimates with Annual Percent Change January 1, 2021 and 2022

JURISDICTION	Total Population		Percent Change	JURISDICTION	Total Population		Percent Change
	1/1/21	1/1/22			1/1/21	1/1/22	
<b>Humboldt</b>	135,553	135,168	-0.3	<b>Lassen</b>	31,132	30,274	-2.8
Arcata	17,633	18,059	2.4	Susanville	14,514	13,212	-9.0
Blue Lake	1,165	1,151	-1.2	Balance of County	16,618	17,062	2.7
Eureka	27,134	26,768	-1.3				
Ferndale	1,376	1,367	-0.7	<b>Los Angeles</b>	9,931,338	9,861,224	-0.7
Fortuna	12,523	12,432	-0.7	Agoura Hills	19,975	19,771	-1.0
Rio Dell	3,380	3,342	-1.1	Alhambra	82,182	81,834	-0.4
Trinidad	300	296	-1.3	Arcadia	56,240	55,934	-0.5
Balance of County	72,042	71,753	-0.4	Artesia	16,347	16,226	-0.7
				Avalon	3,428	3,394	-1.0
<b>Imperial</b>	179,488	179,329	-0.1	Azusa	50,191	49,704	-1.0
Brawley	26,648	26,952	1.1	Baldwin Park	71,455	70,855	-0.8
Calexico	38,906	38,711	-0.5	Bell	33,962	33,624	-1.0
Calipatria	6,465	6,367	-1.5	Bellflower	78,107	77,359	-1.0
El Centro	44,871	44,508	-0.8	Bell Gardens	39,265	38,861	-1.0
Holtville	5,504	5,565	1.1	Beverly Hills	32,565	32,265	-0.9
Imperial	20,755	21,513	3.7	Bradbury	914	904	-1.1
Westmorland	2,017	2,004	-0.6	Burbank	106,268	105,451	-0.8
Balance of County	34,322	33,709	-1.8	Calabasas	23,151	22,926	-1.0
				Carson	92,912	92,362	-0.6
<b>Inyo</b>	18,982	18,978	0.0	Cerritos	49,163	48,634	-1.1
Bishop	3,868	3,869	0.0	Claremont	37,364	37,072	-0.8
Balance of County	15,114	15,109	0.0	Commerce	12,273	12,140	-1.1
				Compton	95,261	94,233	-1.1
<b>Kern</b>	907,324	909,813	0.3	Covina	50,933	50,449	-1.0
Arvin	19,833	19,639	-1.0	Cudahy	22,526	22,318	-0.9
Bakersfield	406,129	408,865	0.7	Culver City	40,330	40,135	-0.5
California City	14,942	14,952	0.1	Diamond Bar	54,782	54,204	-1.1
Delano	50,045	51,258	2.4	Downey	113,525	112,584	-0.8
Maricopa	1,028	1,018	-1.0	Duarte	21,473	21,258	-1.0
McFarland	14,034	13,902	-0.9	El Monte	108,728	107,706	-0.9
Ridgecrest	28,059	28,061	0.0	El Segundo	17,244	17,084	-0.9
Shafter	19,950	20,486	2.7	Gardena	60,382	59,947	-0.7
Taft	7,355	7,011	-4.7	Glendale	194,618	193,116	-0.8
Tehachapi	12,260	12,375	0.9	Glendora	52,316	51,821	-0.9
Wasco	25,235	26,689	5.8	Hawaiian Gardens	13,755	13,619	-1.0
Balance of County	308,454	305,557	-0.9	Hawthorne	87,722	86,841	-1.0
				Hermosa Beach	19,382	19,171	-1.1
<b>Kings</b>	151,059	152,023	0.6	Hidden Hills	1,736	1,738	0.1
Avenal	12,750	13,186	3.4	Huntington Park	54,519	53,942	-1.1
Corcoran	20,807	22,047	6.0	Industry	440	438	-0.5
Hanford	58,544	58,299	-0.4	Inglewood	107,143	106,481	-0.6
Lemoore	27,225	27,058	-0.6	Irwindale	1,482	1,490	0.5
Balance of County	31,733	31,433	-0.9	La Canada	20,291	20,081	-1.0
				Flintridge			
<b>Lake</b>	67,651	67,407	-0.4	La Habra Heights	5,655	5,594	-1.1
Clearlake	16,671	16,509	-1.0	Lakewood	81,681	80,876	-1.0
Lakeport	4,898	4,999	2.1	La Mirada	49,074	48,696	-0.8
Balance of County	46,082	45,899	-0.4	Lancaster	176,166	175,164	-0.6
				La Puente	37,626	37,587	-0.1
				La Verne	32,608	32,304	-0.9



## E-1: City/County/State Population Estimates with Annual Percent Change January 1, 2021 and 2022

JURISDICTION	Total Population		Percent Change	JURISDICTION	Total Population		Percent Change
	1/1/21	1/1/22			1/1/21	1/1/22	
Lawndale	31,638	31,301	-1.1	<b>Marin</b>	259,512	257,135	-0.9
Lomita	20,851	20,633	-1.0	Belvedere	2,103	2,080	-1.1
Long Beach	459,757	460,682	0.2	Corte Madera	10,147	10,028	-1.2
Los Angeles	3,853,323	3,819,538	-0.9	Fairfax	7,496	7,418	-1.0
Lynwood	67,260	66,723	-0.8	Larkspur	12,963	12,797	-1.3
Malibu	10,739	10,686	-0.5	Mill Valley	14,002	13,850	-1.1
Manhattan Beach	35,357	34,902	-1.3	Novato	53,008	52,441	-1.1
Maywood	25,033	24,814	-0.9	Ross	2,330	2,301	-1.2
Monrovia	37,809	37,563	-0.7	San Anselmo	12,772	12,645	-1.0
Montebello	62,180	61,622	-0.9	San Rafael	61,179	60,560	-1.0
Monterey Park	60,814	60,207	-1.0	Sausalito	7,159	7,072	-1.2
Norwalk	102,356	101,645	-0.7	Tiburon	9,065	8,956	-1.2
Palmdale	168,895	167,398	-0.9	Balance of County	67,288	66,987	-0.4
Palos Verdes Estates	13,116	12,980	-1.0	<b>Mariposa</b>	17,066	17,045	-0.1
Paramount	53,009	52,477	-1.0	<b>Mendocino</b>	90,669	89,999	-0.7
Pasadena	139,029	138,310	-0.5	Fort Bragg	7,064	7,153	1.3
Pico Rivera	61,827	61,442	-0.6	Point Arena	446	443	-0.7
Pomona	148,879	149,766	0.6	Ukiah	16,228	16,080	-0.9
Rancho Palos Verdes	41,878	41,468	-1.0	Willits	4,959	4,920	-0.8
Redondo Beach	69,742	68,972	-1.1	Balance of County	61,972	61,403	-0.9
Rolling Hills	1,703	1,684	-1.1	<b>Merced</b>	281,874	284,338	0.9
Rolling Hills Estates	8,283	8,289	0.1	Atwater	32,019	31,652	-1.1
Rosemead	50,823	50,511	-0.6	Dos Palos	5,835	5,715	-2.1
San Dimas	34,651	34,352	-0.9	Gustine	6,098	5,981	-1.9
San Fernando	23,520	23,519	0.0	Livingston	14,340	14,410	0.5
San Gabriel	39,250	38,845	-1.0	Los Banos	46,168	46,639	1.0
San Marino	12,334	12,257	-0.6	Merced	88,200	89,058	1.0
Santa Clarita	228,084	228,835	0.3	Balance of County	89,214	90,883	1.9
Santa Fe Springs	18,568	18,763	1.1	<b>Modoc</b>	8,606	8,690	1.0
Santa Monica	93,242	92,408	-0.9	Alturas	2,699	2,726	1.0
Sierra Madre	10,959	10,865	-0.9	Balance of County	5,907	5,964	1.0
Signal Hill	11,702	11,597	-0.9	<b>Mono</b>	13,299	13,379	0.6
South El Monte	19,532	19,668	0.7	Mammoth Lakes	7,324	7,365	0.6
South Gate	92,783	93,259	0.5	Balance of County	5,975	6,014	0.7
South Pasadena	26,849	26,580	-1.0	<b>Monterey</b>	435,721	433,716	-0.5
Temple City	36,497	36,262	-0.6	Carmel-by-the-Sea	3,095	3,041	-1.7
Torrance	145,876	144,433	-1.0	Del Rey Oaks	1,558	1,539	-1.2
Vernon	210	208	-1.0	Gonzales	8,492	8,340	-1.8
Walnut	28,344	28,094	-0.9	Greenfield	18,705	19,634	5.0
West Covina	109,290	108,243	-1.0	King City	13,476	13,331	-1.1
West Hollywood	35,553	35,399	-0.4	Marina	21,271	21,457	0.9
Westlake Village	8,121	8,043	-1.0	Monterey	28,347	28,082	-0.9
Whittier	87,886	87,931	0.1	Pacific Grove	14,942	14,761	-1.2
Balance of County	1,016,626	1,009,857	-0.7	Salinas	161,777	159,932	-1.1
<b>Madera</b>	156,385	157,396	0.6	Sand City	378	372	-1.6
Chowchilla	18,412	18,851	2.4				
Madera	66,299	65,843	-0.7				
Balance of County	71,674	72,702	1.4				



## E-1: City/County/State Population Estimates with Annual Percent Change January 1, 2021 and 2022

JURISDICTION	Total Population		Percent Change	JURISDICTION	Total Population		Percent Change
	1/1/21	1/1/22			1/1/21	1/1/22	
Seaside	31,113	32,068	3.1	Villa Park	5,834	5,782	-0.9
Soledad	26,316	26,308	0.0	Westminster	90,812	90,393	-0.5
Balance of County	106,251	104,851	-1.3	Yorba Linda	67,760	67,233	-0.8
<b>Napa</b>	137,518	136,179	-1.0	Balance of County	133,302	132,437	-0.6
American Canyon	21,566	21,658	0.4	<b>Placer</b>	407,517	409,025	0.4
Calistoga	5,283	5,199	-1.6	Auburn	13,795	13,608	-1.4
Napa	78,246	77,480	-1.0	Colfax	2,016	2,042	1.3
St Helena	5,521	5,437	-1.5	Lincoln	50,422	51,252	1.6
Yountville	2,942	2,829	-3.8	Loomis	6,833	6,739	-1.4
Balance of County	23,960	23,576	-1.6	Rocklin	71,644	71,663	0.0
<b>Nevada</b>	101,919	101,242	-0.7	Roseville	148,794	151,034	1.5
Grass Valley	13,670	13,617	-0.4	Balance of County	114,013	112,687	-1.2
Nevada City	3,386	3,334	-1.5	<b>Plumas</b>	19,574	18,942	-3.2
Truckee	17,035	17,100	0.4	Portola	2,027	2,042	0.7
Balance of County	67,828	67,191	-0.9	Balance of County	17,547	16,900	-3.7
<b>Orange</b>	3,169,542	3,162,245	-0.2	<b>Riverside</b>	2,424,587	2,435,525	0.5
Aliso Viejo	51,233	50,782	-0.9	Banning	30,629	30,877	0.8
Anaheim	344,604	341,245	-1.0	Beaumont	54,313	54,690	0.7
Brea	47,097	46,872	-0.5	Blythe	17,470	17,505	0.2
Buena Park	83,968	83,430	-0.6	Calimesa	10,544	10,899	3.4
Costa Mesa	112,183	111,394	-0.7	Canyon Lake	11,147	11,056	-0.8
Cypress	50,029	49,810	-0.4	Cathedral City	51,898	51,840	-0.1
Dana Point	33,053	32,943	-0.3	Coachella	42,178	42,158	0.0
Fountain Valley	57,068	56,564	-0.9	Corona	156,901	156,778	-0.1
Fullerton	141,974	142,732	0.5	Desert Hot Springs	32,546	32,569	0.1
Garden Grove	171,284	170,526	-0.4	Eastvale	70,444	69,929	-0.7
Huntington Beach	197,616	196,100	-0.8	Hemet	89,823	89,646	-0.2
Irvine	301,254	310,250	3.0	Indian Wells	4,771	4,762	-0.2
Laguna Beach	22,862	22,706	-0.7	Indio	88,862	89,137	0.3
Laguna Hills	31,017	30,750	-0.9	Jurupa Valley	105,415	105,384	0.0
Laguna Niguel	64,885	64,316	-0.9	Lake Elsinore	70,891	71,615	1.0
Laguna Woods	17,670	17,514	-0.9	La Quinta	37,949	37,860	-0.2
La Habra	62,317	61,792	-0.8	Menifee	103,617	106,627	2.9
Lake Forest	86,406	86,775	0.4	Moreno Valley	209,603	209,407	-0.1
La Palma	15,463	15,332	-0.8	Murrieta	111,671	111,183	-0.4
Los Alamitos	11,895	11,873	-0.2	Norco	24,563	24,909	1.4
Mission Viejo	93,171	92,515	-0.7	Palm Desert	50,976	50,889	-0.2
Newport Beach	84,459	83,727	-0.9	Palm Springs	44,570	44,397	-0.4
Orange	137,534	137,676	0.1	Perris	79,327	78,890	-0.6
Placentia	51,522	51,204	-0.6	Rancho Mirage	16,650	16,804	0.9
Rancho Santa Margarita	47,703	47,279	-0.9	Riverside	312,789	317,847	1.6
San Clemente	63,877	63,380	-0.8	San Jacinto	54,503	54,593	0.2
San Juan Capistrano	34,907	34,798	-0.3	Temecula	110,394	109,925	-0.4
Santa Ana	311,340	308,459	-0.9	Wildomar	36,928	36,632	-0.8
Seal Beach	25,002	24,846	-0.6	Balance of County	393,215	396,717	0.9
Stanton	38,284	39,275	2.6	<b>Sacramento</b>	1,580,624	1,576,618	-0.3
Tustin	80,157	79,535	-0.8	Citrus Heights	87,245	86,367	-1.0



## E-1: City/County/State Population Estimates with Annual Percent Change January 1, 2021 and 2022

JURISDICTION	Total Population		Percent Change	JURISDICTION	Total Population		Percent Change
	1/1/21	1/1/22			1/1/21	1/1/22	
Elk Grove	176,769	176,972	0.1	Lemon Grove	27,422	27,242	-0.7
Folsom	83,075	84,592	1.8	National City	61,755	61,471	-0.5
Galt	25,383	25,239	-0.6	Oceanside	173,932	173,048	-0.5
Isleton	790	780	-1.3	Poway	48,850	48,759	-0.2
Rancho Cordova	79,536	80,359	1.0	San Diego	1,371,832	1,374,790	0.2
Sacramento	518,322	518,037	-0.1	San Marcos	92,958	93,585	0.7
Balance of County	609,504	604,272	-0.9	Santee	59,146	59,015	-0.2
<b>San Benito</b>	64,769	65,479	1.1	Solana Beach	12,909	12,812	-0.8
Hollister	41,919	42,554	1.5	Vista	99,536	100,291	0.8
San Juan Bautista	2,120	2,093	-1.3	Balance of County	514,377	513,170	-0.2
Balance of County	20,730	20,832	0.5	<b>San Francisco</b>	849,475	842,754	-0.8
<b>San Bernardino</b>	2,182,343	2,187,665	0.2	<b>San Joaquin</b>	782,372	784,298	0.2
Adelanto	36,569	36,357	-0.6	Escalon	7,439	7,362	-1.0
Apple Valley	76,160	75,628	-0.7	Lathrop	29,384	31,331	6.6
Barstow	25,405	25,202	-0.8	Lodi	66,145	66,570	0.6
Big Bear Lake	5,054	5,041	-0.3	Manteca	84,995	86,859	2.2
Chino	89,824	91,998	2.4	Ripon	16,162	15,979	-1.1
Chino Hills	78,437	77,964	-0.6	Stockton	323,884	322,489	-0.4
Colton	53,853	53,617	-0.4	Tracy	93,624	94,538	1.0
Fontana	209,889	212,809	1.4	Balance of County	160,739	159,170	-1.0
Grand Terrace	13,131	13,042	-0.7	<b>San Luis Obispo</b>	279,710	280,721	0.4
Hesperia	100,225	100,324	0.1	Arroyo Grande	18,533	18,294	-1.3
Highland	56,915	56,546	-0.6	Atascadero	30,823	30,480	-1.1
Loma Linda	25,310	25,349	0.2	El Paso de Robles	31,659	31,176	-1.5
Montclair	38,052	37,846	-0.5	Grover Beach	12,879	12,707	-1.3
Needles	4,915	4,876	-0.8	Morro Bay	10,638	10,466	-1.6
Ontario	176,689	179,516	1.6	Pismo Beach	8,095	7,981	-1.4
Rancho Cucamonga	174,484	174,476	0.0	San Luis Obispo	47,541	47,653	0.2
Redlands	72,933	72,585	-0.5	Balance of County	119,542	121,964	2.0
Rialto	104,050	103,954	-0.1	<b>San Mateo</b>	751,596	744,662	-0.9
San Bernardino	222,024	220,840	-0.5	Atherton	6,806	6,718	-1.3
Twentynine Palms	27,486	27,685	0.7	Belmont	27,587	27,203	-1.4
Upland	78,891	79,139	0.3	Brisbane	4,789	4,721	-1.4
Victorville	134,700	136,561	1.4	Burlingame	30,699	30,283	-1.4
Yucaipa	54,830	54,494	-0.6	Colma	1,391	1,370	-1.5
Yucca Valley	21,846	21,813	-0.2	Daly City	103,930	102,875	-1.0
Balance of County	300,671	300,003	-0.2	East Palo Alto	29,423	28,963	-1.6
<b>San Diego</b>	3,288,503	3,287,306	0.0	Foster City	33,325	33,056	-0.8
Carlsbad	115,680	115,585	-0.1	Half Moon Bay	11,462	11,308	-1.3
Chula Vista	276,922	276,785	0.0	Hillsborough	11,110	11,018	-0.8
Coronado	22,611	22,277	-1.5	Menlo Park	33,509	33,034	-1.4
Del Mar	3,957	3,929	-0.7	Millbrae	22,807	22,512	-1.3
El Cajon	106,447	105,638	-0.8	Pacifica	38,088	37,533	-1.5
Encinitas	61,724	61,515	-0.3	Portola Valley	4,355	4,289	-1.5
Escondido	151,389	150,679	-0.5	Redwood City	81,771	82,344	0.7
Imperial Beach	26,448	26,243	-0.8	San Bruno	43,169	42,656	-1.2
La Mesa	60,608	60,472	-0.2	San Carlos	30,207	29,837	-1.2



**E-1: City/County/State Population Estimates with Annual Percent Change  
January 1, 2021 and 2022**

<b>JURISDICTION</b>	<b>Total Population</b>		<b>Percent Change</b>	<b>JURISDICTION</b>	<b>Total Population</b>		<b>Percent Change</b>
	<b>1/1/21</b>	<b>1/1/22</b>			<b>1/1/21</b>	<b>1/1/22</b>	
San Mateo	104,719	103,779	-0.9	<b>Siskiyou</b>	43,931	43,830	-0.2
South San Francisco	65,090	64,492	-0.9	Dorris	859	847	-1.4
Woodside	5,271	5,212	-1.1	Dunsmuir	1,705	1,681	-1.4
Balance of County	62,088	61,459	-1.0	Etna	684	674	-1.5
<b>Santa Barbara</b>	443,674	445,164	0.3	Fort Jones	694	684	-1.4
Buellton	5,185	5,055	-2.5	Montague	1,232	1,215	-1.4
Carpinteria	13,267	12,963	-2.3	Mount Shasta	3,247	3,204	-1.3
Goleta	33,315	32,591	-2.2	Tulelake	899	886	-1.4
Guadalupe	8,622	8,544	-0.9	Weed	2,826	2,828	0.1
Lompoc	44,044	43,845	-0.5	Yreka	7,777	7,772	-0.1
Santa Barbara	88,499	86,591	-2.2	Balance of County	24,008	24,039	0.1
Santa Maria	110,969	109,910	-1.0	<b>Solano</b>	449,964	447,241	-0.6
Solvang	5,858	5,709	-2.5	Benicia	26,995	26,656	-1.3
Balance of County	133,915	139,956	4.5	Dixon	19,094	19,083	-0.1
<b>Santa Clara</b>	1,907,693	1,894,783	-0.7	Fairfield	120,421	119,897	-0.4
Campbell	43,086	42,833	-0.6	Rio Vista	9,961	9,925	-0.4
Cupertino	59,884	59,610	-0.5	Suisun City	29,266	28,896	-1.3
Gilroy	59,396	59,269	-0.2	Vacaville	101,286	101,257	0.0
Los Altos	31,651	31,526	-0.4	Vallejo	124,410	123,190	-1.0
Los Altos Hills	8,414	8,400	-0.2	Balance of County	18,531	18,337	-1.0
Los Gatos	33,193	33,062	-0.4	<b>Sonoma</b>	484,674	482,404	-0.5
Milpitas	80,287	80,839	0.7	Cloverdale	9,029	8,905	-1.4
Monte Sereno	3,458	3,488	0.9	Cotati	7,512	7,397	-1.5
Morgan Hill	46,626	46,451	-0.4	Healdsburg	11,174	11,030	-1.3
Mountain View	83,128	83,864	0.9	Petaluma	59,756	58,945	-1.4
Palo Alto	67,422	67,473	0.1	Rohnert Park	44,287	43,998	-0.7
San Jose	991,144	976,482	-1.5	Santa Rosa	177,396	175,775	-0.9
Santa Clara	129,122	130,127	0.8	Sebastopol	7,520	7,489	-0.4
Saratoga	30,772	30,667	-0.3	Sonoma	10,755	10,779	0.2
Sunnyvale	155,326	156,234	0.6	Windsor	26,134	25,942	-0.7
Balance of County	84,784	84,458	-0.4	Balance of County	131,111	132,144	0.8
<b>Santa Cruz</b>	266,553	266,564	0.0	<b>Stanislaus</b>	551,737	549,466	-0.4
Capitola	10,112	9,794	-3.1	Ceres	48,762	48,386	-0.8
Santa Cruz	57,594	64,075	11.3	Hughson	7,495	7,495	0.0
Scotts Valley	12,407	12,049	-2.9	Modesto	218,745	217,880	-0.4
Watsonville	52,147	50,669	-2.8	Newman	12,326	12,244	-0.7
Balance of County	134,293	129,977	-3.2	Oakdale	23,110	23,071	-0.2
<b>Shasta</b>	182,020	180,531	-0.8	Patterson	23,839	24,370	2.2
Anderson	11,181	11,088	-0.8	Riverbank	24,735	24,583	-0.6
Redding	93,879	92,963	-1.0	Turlock	71,734	71,531	-0.3
Shasta Lake	10,318	10,237	-0.8	Waterford	8,944	8,872	-0.8
Balance of County	66,642	66,243	-0.6	Balance of County	112,047	111,034	-0.9
<b>Sierra</b>	3,225	3,229	0.1	<b>Sutter</b>	98,908	99,145	0.2
Loyalton	737	737	0.0	Live Oak	9,191	9,394	2.2
Balance of County	2,488	2,492	0.2	Yuba City	69,614	69,663	0.1
				Balance of County	20,103	20,088	-0.1



**E-1: City/County/State Population Estimates with Annual Percent Change  
January 1, 2021 and 2022**

JURISDICTION	Total Population		Percent Change	JURISDICTION	Total Population		Percent Change
	1/1/21	1/1/22			1/1/21	1/1/22	
<b>Tehama</b>	65,374	65,052	-0.5				
Corning	8,157	8,100	-0.7				
Red Bluff	14,698	14,605	-0.6				
Tehama	427	424	-0.7				
Balance of County	42,092	41,923	-0.4				
<b>Trinity</b>	16,050	16,023	-0.2				
<b>Tulare</b>	474,032	475,014	0.2				
Dinuba	24,872	25,127	1.0				
Exeter	10,305	10,257	-0.5				
Farmersville	10,308	10,239	-0.7				
Lindsay	12,624	12,566	-0.5				
Porterville	62,515	62,345	-0.3				
Tulare	69,229	69,462	0.3				
Visalia	141,279	142,091	0.6				
Woodlake	7,513	7,648	1.8				
Balance of County	135,387	135,279	-0.1				
<b>Tuolumne</b>	54,791	55,291	0.9				
Sonora	5,121	5,144	0.4				
Balance of County	49,670	50,147	1.0				
<b>Ventura</b>	840,093	833,652	-0.8				
Camarillo	70,739	70,171	-0.8				
Fillmore	16,681	16,469	-1.3				
Moorpark	35,821	35,399	-1.2				
Ojai	7,523	7,466	-0.8				
Oxnard	200,480	200,050	-0.2				
Port Hueneme	22,188	21,599	-2.7				
San Buenaventura	109,821	108,231	-1.4				
Santa Paula	30,629	30,892	0.9				
Simi Valley	126,478	124,985	-1.2				
Thousand Oaks	125,995	124,592	-1.1				
Balance of County	93,738	93,798	0.1				
<b>Yolo</b>	217,237	221,165	1.8				
Davis	66,687	64,869	-2.7				
West Sacramento	53,776	52,837	-1.7				
Winters	7,399	7,422	0.3				
Woodland	60,999	60,137	-1.4				
Balance of County	28,376	35,900	26.5				
<b>Yuba</b>	81,988	82,275	0.4				
Marysville	13,003	12,824	-1.4				
Wheatland	3,708	3,664	-1.2				
Balance of County	65,277	65,787	0.8				



### Top 10 Cities Based on Housing Unit Growth

#### Total Numeric Housing Unit Growth

Rank	City	County	Total HU
1	Los Angeles	Los Angeles	14,493
2	San Diego	San Diego	6,378
3	San Francisco	San Francisco	4,497
4	Oakland	Alameda	3,551
5	Irvine	Orange	2,775
6	Bakersfield	Kern	2,209
7	Roseville	Placer	1,892
8	Sacramento	Sacramento	1,698
9	Fresno	Fresno	1,644
10	Fremont	Alameda	1,642

#### Numeric Single-Family Housing Unit Growth

Rank	City	County	Total HU
1	Bakersfield	Kern	1,544
2	Los Angeles	Los Angeles	1,500
3	Menifee	Riverside	1,425
4	Roseville	Placer	1,414
5	Irvine	Orange	1,361
6	Fresno	Fresno	1,230
7	Clovis	Fresno	1,112
8	Sacramento	Sacramento	903
9	Ontario	San Diego	862
10	Lathrop	San Joaquin	821

#### Numeric Multi-Family Housing Unit Growth

Rank	City	County	Total HU
1	Los Angeles	Los Angeles	12,993
2	San Diego	San Diego	5,628
3	San Francisco	San Francisco	4,596
4	Oakland	Alameda	3,494
5	Fremont	Alameda	1,561
6	Irvine	Orange	1,414
7	Long Beach	Los Angeles	1,184
8	San Jose	Santa Clara	1,091
9	Sacramento	Sacramento	795
10	Sunnyvale	Santa Clara	686



### Percent Total Housing Unit Growth

Rank	City	County	Total HU
1	Paradise	Butte	23.36%
2	Lathrop	San Joaquin	10.07%
3	Greenfield	Monterey	9.71%
4	Imperial	Imperial	5.27%
5	lone	Amador	4.99%
6	Kerman	Fresno	4.52%
7	Firebaugh	Fresno	4.37%
8	Calimesa	Riverside	4.29%
9	Patterson	Stanislaus	3.88%
10	Menifee	Riverside	3.87%

### Percent Single-Family Housing Unit Growth

Rank	City	County	Total HU
1	Paradise	Butte	21.46%
2	Lathrop	San Joaquin	10.97%
3	Firebaugh	Fresno	6.25%
4	Calimesa	Riverside	6.11%
5	Greenfield	Monterey	5.66%
6	lone	Amador	5.46%
7	Winters	Yolo	4.46%
8	Menifee	Riverside	4.31%
9	Colfax	Placer	4.27%
10	Kerman	Fresno	4.19%

### Percent Multi-Family Housing Unit Growth

Rank	City	County	Total HU
1	Atherton	San Mateo	80%
2	Los Altos Hills	Santa Clara	44.44%
3	American Canyon	Napa	38.59%
4	Hillsborough	San Mateo	29.79%
5	Patterson	Stanislaus	29.68%
6	Greenfield	Monterey	26.67%
7	San Marino	Los Angeles	20%
8	Danville	Contra Costa	14.66%
9	Lakeport	Lake	14.18%
10	Holtville	Imperial	13.95%



**ADMINISTRATIVE CODE OF THE  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**ARTICLE I**

**PURPOSE**

The Riverside County Transportation Commission is charged with the responsibility of carrying out the purposes and directives of the Legislature as provided for in the County Transportation Commission Act (Division 12, commencing with Section 130000 of the Public Utilities Code). Section 130105 of the Public Utilities Code requires the Commission to adopt an administrative code by ordinance.

**ARTICLE II**

**MEMBERSHIP**

A. **POWERS OF COMMISSION**. Subject to the powers and limitations as provided by law and these rules, all powers of the Commission shall be exercised, its property controlled and its affairs conducted by its Commission.

B. **REGULAR MEMBERS**. The Commission shall consist of 34 regular members appointed as follows:

1. The five members of the Riverside County Board of Supervisors.
2. One member appointed by each of the member cities, which member shall be either a member of that city's City Council or its Mayor.
3. One non-voting member appointed by the Governor.



C. ALTERNATE MEMBERS.

1. The Riverside County Board of Supervisors shall establish a procedure by which a member of that board may appoint an alternate member of the Board of Supervisors to represent the member for one meeting of the Riverside County Transportation Commission. Notice of the alternate appointment shall be made in writing to the Clerk of the Board 24 hours prior to the meeting.

2. Each incorporated city in Riverside County shall appoint one alternate member to the Commission who shall represent the regular member of the Commission who serves on behalf of the city, if the regular member is not in attendance at a meeting. Notice of the alternate appointment shall be made in writing to the Clerk of the Board 24 hours prior to the meeting. If an incorporated city appoints an alternate member, the alternate member shall be either the mayor or a city council member of that incorporated city.

D. VOTING RIGHTS. Except when a weighted vote is called, each regular member of the Commission, and each alternate member when acting in the place of a regular member, shall have one vote at meetings of the Commission. Except for the delegation of votes provided in Section C, above, there shall be no voting by proxy.

E. VACANCIES. Any vacancy in the office of regular or alternate member, whether because of death, incapacity, resignation, loss of underlying office, removal or otherwise, shall be filled by the appointing authority for such member.

F. RESIGNATION. Any regular or alternate member may resign at any time by giving written notice of such resignation to the Clerk of the Board. Such resignation shall be effective at the time specified; acceptance of such resignation shall not be necessary to make it effective.



G. REMOVAL. Any regular or alternate member may be removed, with or without cause stated, by the authority responsible for his or her appointment.

H. COMPENSATION. Unless prohibited by law from accepting compensation, each regular and alternate member of the Commission shall be compensated at the rate of One Hundred Dollars (\$100) for any day attending to the business of the Commission, but not to exceed Four Hundred Dollars (\$400) in any month, along with necessary traveling and personal expenses incurred in the performance of his or her duties as authorized by the Commission. An alternate member may receive compensation only for attendance at a meeting where a regular member is absent for all or part of the meeting. For purposes of this section, "attending to the business of the Commission" means:

1. Attendance at meeting of the Commission.
2. Attendance at committee meetings of the Commission if attending as a member of such committee.
3. Attendance at activities and events for the purpose of representing the Commission when such attendance is formally requested by the Commission or the Chair of the Commission.
4. Attendance at project-related events, e.g., groundbreakings, ribbon cuttings, etc. for Commission-financed or sponsored projects.

### **ARTICLE III**

#### **ADMINISTRATION**

A. IN GENERAL. The Officers of the Commission shall consist of the Chair, a Vice Chair, and a Second Vice Chair, all of whom shall be regular members of the Commission, an Executive Director, a General Counsel, Fiscal Officer, and other such officers as the Commission may deem necessary.



B. ELECTION OF CHAIR, VICE CHAIR AND SECOND VICE CHAIR. The Commission annually, at its first meeting in December, and at such other times as there may be a vacancy in either office, shall elect a Chair who shall preside at all meetings, a Vice Chair who shall preside in the absence of the Chair, and a Second Vice Chair who shall preside in the absence of the Chair and the Vice Chair. The Chair, the Vice Chair, and the Second Vice Chair shall be elected by the Commission at its first meeting in December or as soon thereafter as practical for a one-year term. The changes will be effective on January 1. The election for each position is as follows:

1. At the start of the agenda item, Commission Board members may nominate one or more regular members to fill the positions of Chair, Vice Chair, and Second Vice Chair. Each nomination must be seconded in order to qualify that member for the election. Only those members nominated and seconded shall be part of the selection process set forth below.

2. If no objections are made, the nominations will be closed when the Chair makes a formal announcement closing the nomination period.

3. If only one nomination is received for a position, the Chair shall call on the Commission's Board of Director's to approve the nomination. If more than fifty (50%) percent of the votes cast approve that nominee, the nominee shall be elected and the election for that position shall be consider complete. If the nominee fails to obtain more than fifty percent (50%) of votes cast by the Board, the process for electing a member to the desired position shall begin again from paragraph 1.

4. If two nominations are received for a position, the Chair shall call for the Commission's Board of Director's to cast votes for one of the nominees. ~~Both nominees shall be voted on using a single written ballot.~~ If



one of the nominees receives more than fifty percent (50%) of the votes cast, that nominee shall be elected and the election for that position shall be considered complete. If the election fails to result in a nominee with more than fifty percent (50%) of the vote, the nominee with the most votes will be placed before the Commission's Board of Directors for approval. The nominee must be approved by more than fifty percent (50%) of the votes cast by the Board in order to be elected to the desired position. If the nominee fails to obtain more than fifty percent (50%) of the Board's vote, the process for electing a person to the desired position shall begin again from paragraph 1.

5. If there are more than two nominees, the following steps shall be followed in the order set forth below:

(a) The Chair shall call for the Commission's Board of Directors to cast votes for one of the nominees. All nominees shall be voted on using a single written ballot. A "written" ballot can be either physical or digital. If one nominee receives more than fifty percent (50%) of the votes cast that nominee shall be elected and the election for that position shall be considered complete. If the vote fails to result in a nominee receiving more than fifty percent (50%) of the votes cast, the two nominees with the most votes will be placed in a runoff election.

(b) The winning nominee in the runoff election is selected if that nominee receives more than fifty percent (50%) of the votes cast. In that case, the election for that position shall be considered complete.

(c) If the runoff election fails to result in a nominee with more than fifty percent (50%) of the vote, the nominee with the most votes



will be placed before the Commission's Board of Directors for approval.

(d) If the nominee receives more than fifty percent (50%) of the votes cast, the nominee shall be elected and the election for that position shall be considered complete.

(e) If the nominee placed before the Commission's Board of Directors fails to obtain more than fifty percent (50%) of the votes cast, the process for electing a person to the desired position shall begin again from Paragraph 1, above

(f) If there is a tie in any step in the election process and the next step of the process cannot proceed, then one or more tie-breaking votes will occur in which all members of the Commission's Board of Directors present at the meeting will be allowed to vote again. The winning nominee must receive more than fifty percent (50%) of the votes cast to be elected.

At any point the Commission may vote to suspend the vote until a subsequent meeting. If the Chair has been selected prior to the vote to suspend, the new Chair shall be seated when his or her term commences, but shall relinquish his or her seat as the Vice Chair if applicable. If the Chair and Vice Chair have been selected prior to the vote to suspend, the new Vice Chair shall also be seated when his or her term commences, but shall relinquish his or her seat as Second Vice Chair, if applicable.

The tally of all votes taken ~~by written ballot~~ hereunder shall be read aloud by the Clerk of the Board immediately following the vote. The written ballots whether physical or digital shall be retained by the Clerk of the Board as part of the public record of the meeting.



The Chair, the Vice Chair, and the Second Vice Chair shall regularly alternate between regular members of the Commission representing a city and a regular member of the Commission who is a member of the Riverside County Board of Supervisors. At all times, at least one of three officer slots – Chair, Vice Chair, or Second Vice Chair – shall be held by a member of the Riverside County Board of Supervisors. During the time in which the Chair is a regular member of the Commission representing a city, either the Vice Chair or the Second Vice Chair, or both, shall be a regular member of the Commission who is a member of the Riverside County Board of Supervisors. During the time in which the Chair is a regular Commission member who is a member of the Riverside County Board of Supervisors, either the Vice Chair or the Second Vice Chair, or both, shall be a regular member of the Commission representing a city in order to ensure the participation of both city and county representatives in leadership positions.

C. ~~C.~~ REMOVAL OF OFFICERS. The Chair, the Vice Chair and the Second Vice Chair may be removed by the affirmative vote of a majority of the Commission. Voting on removal shall take place no sooner than at the next regular meeting following the meeting at which the motion to remove officers was introduced.

D. DUTIES OF VARIOUS OFFICERS.

1. Duties of Chair. The Chair shall, if present, preside at all meetings of the Commission and shall exercise and perform such other powers and duties as may be from time to time assigned to him or her by the Commission or prescribed herein or by other official action of the Commission. In any case in which the execution of a document or the performance of an act is directed, the Chair, unless the act of the Commission otherwise provides, is empowered to execute such document or perform such act. At the beginning of the calendar year, the Chair shall make



appointments to standing committees, ad hoc committees and outside agencies that require the representation of RCTC by a Commissioner. Appointment terms are of a one-year duration and removal of a Commissioner from a committee assignment prior to the end of the one-year term requires approval of the Executive Committee.

2. Duties of the Vice Chair. The Vice Chair shall perform the duties of the Chair in his or her absence. When so acting, the Vice Chair shall have all the powers of and be subject to all the restrictions upon, the Chair.

3. Duties of Second Vice Chair. The Second Vice Chair shall perform the duties of the Chair in the absence of the Chair and the Vice Chair. When so acting, the Second Vice Chair shall have all the powers of and be subject to all the restrictions upon the Chair.

4. Chair Pro Tempore. In the event of the absence or inability to act of the Chair, Vice Chair, or Second Vice Chair, the Commission, by motion passed by majority vote, shall select one of its members to act as Chair Pro Tempore, who, while so acting, shall have all of the authority of the Chair.

5. Duties of Executive Director. The Executive Director shall be a full-time officer of the Commission. The appointment and employment of the Executive Director shall be overseen by the Executive Committee pursuant to Section III.G.3-~~(a)~~, below. The powers and duties of the Executive Director are:

- (a) To administer the personnel system, including contract employees of the Commission.
- (b) To administer all contracts.
- (c) To cause to be prepared by a Certified Public Accountant and to submit to the Commission as soon as practical after the end of



each fiscal year a post-audit of the financial transactions and records of the Commission for the preceding year.

—(d) To keep the Commission advised as to the needs of the Commission.

(e) To have full charge of the administration of the business affairs of the Commission.

(f) To see that all ordinances, rules and regulations, motions, or resolutions are enforced.

(g) To provide for the secretarial services required by the Commission including keeping a book of minutes of all meetings of the Commission, giving notice of all meetings as may be required by law or action of the Commission, and such other duties as may be prescribed by ordinance or resolution of the Commission.

(h) The Executive Director is authorized to take any or all of the following actions in relation to regular employees of the Commission:

(1) To hire employees at the appropriate salary range as determined by the Commission.

(2) To promote, transfer, suspend with or without pay, or discharge any employee.

(3) To notify the Commission of such actions at appropriate intervals.

(i) The Executive Director is authorized to make disbursements of funds of the Commission consistent with the annual budget of the Commission. He or she shall have such other duties, powers and responsibilities as may from time to time be assigned by



the Commission. The compensation of the Executive Director shall be pursuant to written contract with the Commission.

(j) The Executive Director, or his or her designee, has the discretionary authority of approval overall project designs or plans for construction and the construction of all projects by the Commission as set forth herein, unless the Commission finds otherwise.

6. Duties of General Counsel. The General Counsel shall be a person admitted to practice law by the Supreme Court of California or a firm comprised of same, and shall have been actively engaged in the practice of law for not less than five years preceding appointment. The General Counsel shall represent and advise the Commission in all legal matters, actions, or proceedings in which the Commission is concerned, or interested, or is a party.

7. Duties of ~~Chief Financial~~ Fiscal Officer. The ~~Chief Financial~~ Fiscal Officer, under the general direction of the Executive Director, shall be the custodian of funds received from the Commission from whatever source. The ~~Chief Financial~~ Fiscal Officer shall act as and hold the title of treasurer of the Commission for purposes of Government Code section 53630, et. seq., and any similar statutory provisions that refer to the treasurer of a local agency. The Fiscal Officer shall act as and hold the title of auditor/controller of the Commission for purposes of debt issuance.

The Fiscal Officer shall be a full-time employee of the Commission and shall:

(a) Receive and receipt for all money of the Commission and place it in the Commission treasury.

(b) Draw warrants to pay demands against the Commission when the demands have been duly and regularly signed by the Executive Director.



(c) Prepare or cause to be prepared a report in writing on a quarterly basis each year to the Commission detailing investments held, and a summary of budget to actuals since the last report.

(d) Keep a full and complete record of all financial transactions and records of the Commission. He or she shall have such other duties and responsibilities as may from time to time be assigned to the Fiscal Officer by the Commission.

E. EMPLOYEES. All employees other than independent contractors, shall be subject to the control and supervision of the Executive Director. Compensation of employees shall be as provided for from time to time by the Commission and/or the Executive Committee.

F. APPOINTMENT OF ADVISORY COMMITTEES.

1. ~~Social Services Transportation Advisory Council/Citizens' Advisory Committee~~Citizens and Specialized Transit Advisory Committee ('CSTAC').

(a) Membership. There is hereby created the ~~Social Services Transportation Advisory Council~~ Citizens and Specialized Transit Advisory Committee ("CSTAC"). This committee shall serve as the ~~Social Services Transportation Advisory Council as required by Public Utilities Code ("PUC") Section 99238. This committee shall also serve~~and as the Citizens' Advisory Committee pursuant to PUC Section 130105. ~~The Social Services Transportation Advisory Council and the Citizens' Advisory Committee shall hereinafter be referred to collectively as the "Committee."~~ The ~~Committee~~ CSTAC shall consist of up to fifteen (15) members appointed by the Commission, in the



manner provided by the Commission. Pursuant to PUC Section 99238, the ~~CSTAC~~Committee shall include the following members:

(1) One (1) representative of potential transit users who is 60 years of age or older;

(2) One (1) representative of potential transit users who is ~~handicapped~~disabled;

(3) Two (2) representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists;

(4) Two (2) representatives of local social service providers for the ~~handicapped~~disabled, including one representative of a social service transportation provider, if one exists;

(5) One (1) representative of a local social service provider or persons of limited means; and

(6) Two (2) representatives from the local consolidated transportation service agency designated pursuant to subdivision (a) of Section 15975 of the Government Code, if on exists, including one representative from an operator, if one exists.

All members of the ~~Committee~~CSTAC shall be selected so as to reflect a broad spectrum of interests and the Commission shall strive to attain both minority representation and representation from all geographic areas of the County. ~~Committee~~CSTAC members shall serve at the will and pleasure of their nominating authority ~~and the Commission.~~ The Commission has the discretion to dismiss any CSTAC members for any reason, including if the individual fails to



participate in two (2) consecutive CSTAC meetings. The Commission shall appoint and renew individuals to the CSTAC for three (3) year terms.

(b) Function. Subject to the supervision of the Commission, the ~~Committee~~-CSTAC shall also consult on and obtain and collect public input on those matters of interest and concern to the Commission that may from time to time be assigned to the ~~Committee~~ CSTAC by the Commission for its review, comments and recommendation.

(c) Meeting. The Commission shall call the first meeting and may call subsequent meetings of the ~~Committee~~CSTAC, setting the time and place of said meeting(s) and designating the agenda from any meetings so called. The Chair of the ~~Committee~~CSTAC, elected pursuant to this Section G.(1)(f) below, may also call meetings of the CSTAC~~Committee~~, setting the time, place, and agenda for such meetings. The CSTAC~~Committee~~ may also hold subcommittee meetings of any subcommittees it establishes.

(d) Assistance. The staff of the Commission shall be available to aid the ~~Committee~~-CSTAC in its work.

(e) Compensation. Members of the ~~Committee~~-CSTAC shall serve without compensation.

(f) Officers. The ~~Committee~~-CSTAC shall elect a Chair and Vice Chair from the members thereof, each of whom shall serve for one (1) year, and thereafter until his or her successor is elected. Secretarial services shall be provided by the Commission staff.

2. Technical Advisory Committee.



(a) Membership. There is hereby created the Technical Advisory Committee. The Committee shall consist of members selected as follows:

(1) One (1) member representing the County of Riverside.

(2) One (1) member representing each City in the County which designates such a representative.

(3) One (1) member representing the Riverside Transit Agency.

(4) One (1) member representing the Western Riverside Council of Governments.

(5) One (1) member representing the Coachella Valley Association of Governments.

(6) The District Director of Caltrans District 8 or designee.

(7) One (1) member representing the SunLine Transit Agency.

(8) One (1) member representing the Palo Verde Valley Transit Agency.

Committee members shall serve at the will and pleasure of their appointing authority and the Commission. An alternate may be named by each appointee to represent him or her in his or her absence.

(b) Function. Subject to the supervision of the Commission, the Committee shall provide technical assistance to the Commission by reviewing and evaluating the various transportation proposals and alternatives within Riverside County. The Committee shall review, comment upon, and make recommendations on such matters as are



referred to it by the Commission, including all matters relating to the programming of federal funds apportioned to the Riverside County and allocated by the Commission.

(c) Meetings. In the dispatch of its responsibilities, the Committee may conduct meetings, may appoint subcommittees to include regular members and/or alternate members, and engage in such related activities as it deems necessary. Subcommittees shall not be composed of a regular and alternate member who represents the same jurisdiction.

(d) Compensation. Members of the Committee shall serve without compensation.

(e) Officers. The Committee shall elect a Chair and Vice Chair from the members thereof, each of whom shall serve for two (2) years and thereafter until his or her successor is elected. Committee support shall be provided by the Commission staff.

(f) Voting. Each member of the Committee shall have one (1) vote, except the county of Riverside member shall have three (3) votes and the Transportation Planning Director of the Southern California Association of Governments shall be a non-voting member.

(g) Quorum. A quorum shall be a majority of the voting members. All actions of the Committee shall require a majority of the votes cast.

### 3. Other Advisory Committees.

(a) Standing Committees. The Commission may appoint such other standing committees as it deems necessary. The Commission shall determine the membership of such committees from among the regular members of the Commission, and shall



specify the functions, duties, responsibilities, and terms of service. The Commission shall give due consideration to recommendations, advice or proposals received from Advisory Committees but shall not be bound thereby.

(b) Ad Hoc Committees and Representative Appointments.

The Chair may create and appoint ad hoc committees as necessary to provide direction and advice to the Chair, Commissioners or Commission staff. In addition, the Chair shall appoint Commission representatives to the Southern California Regional Rail Authority, the Route 91 Advisory Committee, the MSRC, and other agencies or organizations of which the Commission is a member or party. Ad hoc committee members and representatives shall be appointed from among the regular Commission members.

G. COMMITTEES OF THE COMMISSION.

1. The following Committees of the Commission are hereby created:

(a) The Budget and Implementation Committee. This Committee shall be composed of up to fifteen (15) regular members of the Commission selected by the Chair, with at least nine (9) members being Western Riverside County regular members of the Commission and at least four (4) members being Eastern Riverside County regular members of the Commission. For the purposes of this subsection (a), the Fifth District Supervisor shall be considered a Western Riverside County member. Subject to supervision by the Commission, the jurisdiction of the Committee shall be as follows: annual budget development and oversight, competitive state and federal grant programs, countywide communications and outreach programs,



countywide strategic plan, legislation, short range transit plans (S RTP), and other areas as may be prescribed by the Commission. Meetings shall be held at 9:30 a.m. on the fourth Monday of the month ~~at the~~with its principal location at the offices of the Commission, unless otherwise determined by the Committee or the Commission. During a declared state of emergency the meeting may be held at another location, including virtually, as authorized by law or executive order. At any regular meeting not yet convened because of the lack of a quorum, the committee members who are present may constitute themselves a "Committee of the Whole", for purposes of discussing agenda matters or any other matter of interest to the members present. The Committee of the Whole may act to take recommendations to the Commission but may take no final actions. Any recommendation presented to the Commission from a Committee of the Whole and not the whole committee and should state the number of votes for, against and abstaining in reference to the recommendation. The Committee shall automatically cease to exist if a quorum of the Commission is present at the meeting.

(b) Western Riverside County Programs and Projects Committee.

The Western Riverside County Programs and Projects Committee shall be composed of up to twelve (12) Western Riverside County regular members of the Commission selected by the Chair. Subject to supervision by the Commission, the jurisdiction of the Committee shall be to provide policy direction on transportation programs and projects that impact Western Riverside County. The subject matter may include, but is not limited to: air quality, capital projects, communications and outreach programs, specific



transit projects, intermodal programs, motorist services, new corridors, regional agencies/regional planning, Regional Transportation Improvement Program (RTIP), State Transportation Improvement Program (STIP), and Transportation Uniform Mitigation Fee (TUMF) Program related to Western Riverside County, and other areas as may be prescribed by the Commission. Meetings shall be held at 1:30 p.m. on the fourth Monday of the month with its principal location at the offices of the Commission unless otherwise directed by the Committee or the Commission. During a declared state of emergency the meeting may be held at another location, including virtually, as authorized by law or executive order. At any regular meeting not yet convened because of the lack of a quorum, the committee members who are present may constitute themselves a "Committee of the Whole," for purposes of discussing agenda matters or any other matter of interest to the members present. The Committee of the Whole may act to take recommendations to the Commission but may take no final actions. Any recommendation presented to the Commission from a Committee of the Whole and not the whole committee should state the number of votes for, against and abstaining in reference to the recommendation. The Committee shall automatically cease to exist if a quorum of the Commission is present at the meeting.

(c) Toll Policy and Operations Committee. The Toll Policy and Operations Committee shall be composed of up to eleven (11) regular members of the Commission selected by the Chair. Subject to supervision by the Commission, the jurisdiction of the Committee shall be as follows: policies involving the Commission's toll facilities, setting tolls or rates, considering contracts with vendors working on the toll program, statewide and federal legislative issues regarding



tolling, outreach and marketing of the toll facilities, interactions with neighboring jurisdictions regarding toll matters, user-based funding programs and future opportunities for toll facility development in Riverside County. Meetings shall be held ~~at 11:00 a.m. on the fourth Thursday of February, May, August and November~~ as needed with its principal location at the offices of the Commission, unless otherwise determined by the Committee or the Commission. During a declared state of emergency the meeting may be held at another location, including virtually, as authorized by law or executive order. At any regular meeting not yet convened because of the lack of a quorum, the committee members who are present may constitute themselves a "Committee of the Whole", for purposes of discussing agenda matters or any other matter of interest to the members present. The Committee of the Whole may act to take recommendations to the Commission but may take no final actions. Any recommendation presented to the Commission from a Committee of the Whole and not the whole committee and should state the number of votes for, against and abstaining in reference to the recommendation. The Committee shall automatically cease to exist if a quorum of the Commission is present at the meeting.

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2. In the performance of their duties and responsibilities, the Committees in subsection 1 above shall submit all policy matters coming before them to the Commission for final consideration.



3. Executive Committee.

(a) ~~Executive Committee.~~ There shall be created an Executive Committee. Subject to supervision by the Commission, the Executive Committee shall oversee staff functions; recommend staff positions, job descriptions and salaries; appoint, contract with and determine the compensation of the Executive Director; discipline, review and terminate the Commission's Executive Director; and oversee administration of the Commission's office. Decisions of the Committee shall be final unless a member of the Commission, within five (5) days of the date of the decision, requests that the decision be placed on the agenda of the next regular Commission meeting for reconsideration. Meetings of the Committee shall be held at 9:00 a.m. on the day of the Commission meeting or as otherwise required and at a place and time to be set by the Executive Committee, unless otherwise directed by the Commission.

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(b) The membership of the Executive Committee shall be as follows:

- (1) The Chair of the Commission.
- (2) The Vice Chair of the Commission.
- (3) The Second Vice Chair of the Commission.
- (4) The Past Chair of the Commission.
- (5) Two regular members of the Commission representing the cities of Corona, Jurupa Valley, Moreno Valley, Menifee, Murrieta, Riverside, and Temecula.
- (6) A regular member of the Commission representing one of the following cities: Banning, Beaumont, Calimesa, Canyon Lake, Eastvale, Hemet, Lake Elsinore, ~~Menifee~~, Norco, Perris, San



Jacinto, and Wildomar. Such member shall be appointed by majority vote of the members representing the cities referenced in the previous sentence.

(7) A regular member of the Commission representing the following cities: Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage. Such member shall be appointed by a majority vote of the members representing the cities referenced in the previous sentence.

(8) Three members of the Commission who are members of the Riverside County Board of Supervisors. Such members shall be appointed by the Board of Supervisors.

(c) Actions of the Executive Committee shall require six (6) affirmatives "yes" votes.

(d) The term of the Executive Committee members, other than the Chair, ~~and~~ Vice Chair and the Second Vice Chair shall be two (2) years. At the end of their two-year term, Executive Committee members shall stand for reappointment as set forth in Section G.3(b).

(e) A member of the Executive Committee may be removed by majority vote of the Commission members responsible for his or her appointment. In the event of a vacancy in the Executive Committee, the vacancy shall be filled as set forth in Section G.3(b) above. The new member shall fill out the remainder of the term.

(f) An alternate member of the Commission, as appointed in Article II.C.2, shall not assume the duties of the regular member on the Executive Committee when the regular member is absent. In addition, should a member of the Executive Committee resign or otherwise leave the



Commission, the vacancy shall be filled as set forth in Section G.3(b), above. The new member shall serve the remainder of the unexpired term.

(g) Amendments to this Administrative Code may be approved by the Executive Committee, subject to review by the Commission as set forth in Section G.3(a) above.

4. The Commission's Committees are authorized to establish rules of procedure relating to the activities and functions of the respective Committee, including the creation of subcommittees of committee members.

5. Appointments made by the Chair shall be for a one-year term ending on December 31 of the year in which the appointments are made. In the event the Chair wishes to remove a Commissioner ("Appointee") appointed during the term of the appointment, the following steps shall be taken:

(a) The Chair shall provide Appointee with written notice of the Chair's decision to remove the Appointee from the appointment.

(b) The notice shall be provided in writing to the Appointee through the Commission's Clerk of the Board and shall include a brief statement of why removal is sought, which reason may include, without limitation, three or more consecutive absences of committee meetings. The notice shall be delivered to the email address, if any, provided by Appointee as well as by first class mail to the Clerk of the City/County appointing Appointee to the Commission and the Appointee's mailing address.

(c) The removal shall be effective on the 15th day after the Commission's Clerk of the Board sends notice to Appointee unless Appointee provides notice to the Commission's Clerk of the Board, prior to the expiration of such 15 day period, of his or her desire to contest the removal.



(d) In the event that the removal is contested, the removal shall be stayed and the Executive Director shall schedule an Executive Committee meeting at which both the Chair and Appointee may present their arguments for and against removal. Based thereon, the Executive Committee shall either uphold or reject the removal. The decision of the Executive Committee shall be final.

(e) If the removal is not contested or approved by the Executive Committee, the Chair may appoint a Commission member to fill the remainder of the Appointee's term.

(f) This Section G.5 shall only apply to appointments made by the Chair to 1) the Budget and Implementation Committee as defined under Section G.1(a); 2) the Western Riverside County Programs and Projects Committee as defined under Section G.1(b)(1); the Toll Policy and Operations Committee as defined under Section G.1(c) and 3) Representative Appointments as defined under Section .F.3(b).

#### **ARTICLE IV**

##### **MEETINGS**

A. **AGENDA.** Matters to be placed on the Agenda for any regular meeting may be filed with the Executive Director of the Commission by any member of the Commission by the Thursday before such regular meeting. The Agenda for each regular meeting shall be prepared under the direction of the Executive Director. The Executive Director shall cause copies of the Agenda to be mailed or delivered to each regular and alternate member and the General Counsel at least three (3) working days prior to the regular meeting date.



B. REGULAR MEETING. Regular meetings of the Commission shall be held with its principal location at 4080 Lemon Street, Riverside, California in the Board of Supervisors Chambers or at such other location set in public meeting by the Commission on the second Wednesday of each month at 9:30 a.m. unless such day is a holiday, in which case the meeting shall be held on the next business day. During a declared state of emergency the meeting may be held at another location, including virtually, as authorized by law or executive order. Regular meetings may be canceled by majority vote of the Commission at a regular or special meeting prior to the meeting to be canceled. A regular meeting may also be canceled by the Chair for lack of a quorum. The Executive Director shall endeavor to mail or deliver notice of such cancellation to each regular member and alternate member at least twenty-four (24) hours prior to the time of the meeting.

C. SPECIAL MEETINGS. A special meeting of the Commission may be called at any time by the Chair, or in his or her absence by the Vice Chair or in the absence of the Chair and the Vice Chair by the Second Vice Chair, or by any sixteen (16) regular members by delivering personally or by mail written notice to the Executive Director and each regular and alternate member. Such notice shall be so delivered at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be transacted at such meeting. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Executive Director a written waiver of notice. Such waiver may be given by telegram or fax. Such written notice may also be dispensed with as to any regular or alternate member who is actually present at the meeting at the time it convenes. The meeting shall be posted as provided by law.



D. POSTING OF AGENDAS. The Commission shall post agendas of all regular meetings, containing a brief general description of each item of business to be transacted or discussed at the meeting, at least seventy-two (72) hours before such regular meeting. The agenda shall specify the time and location of the meeting and shall be posted in a location freely accessible to members of the public and at such other locations as required by law. No action shall be taken on any item not appearing on such posted agendas, except as permitted by state law.

E. QUORUM AND VOTING REQUIREMENTS. Seventeen (17) members of the Commission shall constitute a quorum for the transaction of business. Unless otherwise required by law or this Administrative Code, all official acts of the Commission shall require the affirmative vote of a majority of the members of the Commission voting on the matter.

F. WEIGHTED VOTING. Notwithstanding subdivision E above, any member of the Commission, immediately after a vote of the Commission in accordance with subdivision E, may call for a weighted vote. For an item to be passed by weighted vote, all of the following requirements shall be met:

(a) The item shall be approved by a majority of the Commission members present at the meeting who represent the Riverside County Board of Supervisors, who each shall have one vote.

(b) The item shall be approved by a majority of the Commission members present at the meeting who represent the cities in Riverside County, who each shall have one vote.

(c) The item shall be approved by Commission members present at the meeting who represent cities in Riverside County representing a majority of the population of the county living in incorporated areas. For the purpose of this subdivision, each regular commission member at the meeting who represents a city in Riverside County shall be assigned votes based on the percentage of the



population of incorporated areas of Riverside County represented by that member in relation to the total population of incorporated areas of Riverside County represented by that member in relation to the total population of incorporated areas of Riverside County represented at the meeting. Population data shall be determined through Department of Finance estimates, adjusted annually on January 1 or as soon thereafter as possible. The population represented by members not voting because of a legal conflict of interest shall not be counted for any purpose in a weighted vote.

The provisions of this section shall not apply the election of the Chair, Vice Chair, or Second Vice Chair as defined under Article III.B.

G. RALPH M. BROWN ACT. All meetings of the Commission shall be called, noticed, and conducted in the manner prescribed by the Ralph M. Brown Act (Chapter 9, commencing with Section 54950, Part I, Division 2, Title 5 of the Government Code).

H. ADDRESSING COMMISSION ON AGENDA ITEMS. No person shall address the Commission at any meeting until he or she has first been recognized by the Chair. The decision of the Chair to recognize a person may be changed by vote of a majority of the members of the Commission present at the meeting. Persons wishing to address the Commission shall fill out a speaker card and provide it to the Clerk of the Board prior to the start of the agenda item upon which he or she wishes to be heard, unless another method is specified by the Chair. The Chair may, in his or her discretion, direct the Clerk to accept speaker cards filed after the start of the agenda item. Except as set forth below, when addressing the Commission, each individual speaker will be limited to three continuous minutes or less of public testimony. The Commission may, either at the direction of the Chair or by a majority vote of the Commission, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speaker cards,



the Chair may, in his or her discretion, reduce the time for each individual speaker to two continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes, unless extended by the Chair or majority vote of the Board. Speakers may not yield their time to others without the consent of the Chair. The Commission may terminate public comments if such comments become repetitious.

I. COMMITTEE OF THE WHOLE. At any regular meeting not yet convened because of the lack of a quorum, the regular members, and alternates acting in the place of a regular member, who are present, may constitute themselves a "Committee of the Whole", for the purposes of discussing agenda matters or any other matter of interest to the members present. The Committee shall automatically cease to exist if a quorum of the Commission is present at the meeting.

## **ARTICLE V**

### **CORPORATE POWERS**

A. SUCCESSION. The Commission has perpetual succession and may adopt a seal and alter it at its pleasure.

B. LITIGATION. The Commission may sue and be sued, except as otherwise provided by law, in all actions and proceedings, in all courts and tribunals of competent jurisdiction.

C. CLAIMS. All claims for money or damages against the Commission are governed by Division 3.6 (commencing with Section 810) of Title 1 of the Government Code except as provided therein, or by other statutes or regulations expressly applicable thereto.

D. MOTIONS, REGULATIONS AND ORDINANCES. The acts of the Commission shall be expressed by motion, resolution, or ordinance. All ordinances



shall take effect upon their adoption unless otherwise provided for by the Commission. The enacting clause of all ordinances shall be as follows: "The Riverside County Transportation Commission hereby ordains as follows:" All ordinances shall be signed by the Chair or by the Vice Chair of the Commission.

E. MISCELLANEOUS. The Commission shall have the power and authority to do any and all things necessary to carry out the purposes of Division 12 (commencing with Section 130000) and Division 25 (commencing with Section 240000) of the Public Utilities Code and other applicable law.

## **ARTICLE VI**

### **CONTRACTS**

The Commission may make contracts and enter into stipulations of any nature whatsoever either in connection with eminent domain proceedings or otherwise, including but not limited to, contracts and stipulations to indemnify and save harmless, to employ labor, and to do all acts necessary and convenient for the full exercise of the powers authorized by law or by this Ordinance. The Commission may contract with any Department or Agency of the United States of America, with any public agency (including but not limited to, the Department of Transportation or any Transit District, County, or City), or with any person upon such terms and conditions as the Commission finds is in its best interest.

## **ARTICLE VII**

### **BUDGET**

A. ANNUAL BUDGET. The Commission, after holding public hearings, shall annually, on or before June 15th of each year, adopt a budget for the succeeding Fiscal Year.

B. PUBLIC HEARINGS. The Commission shall hold public hearings prior to the adoption of its budget. Notice of time and place of such hearings shall be



published pursuant to Section 6061 of the Government Code and shall be published no later than the 15th day prior to the date of the hearing.

C. PUBLIC INSPECTION. The proposed annual budget shall be available for public inspection at least fifteen (15) days prior to the hearing.

## ARTICLE VIII

### AUDIT

The Commission shall make, or cause to be made annually as soon as practical after the end of each Fiscal Year, a post-audit of the financial transactions and records of the Commission for the preceding year. Such post-audit shall be made by a Certified Public Accountant.

## ARTICLE IX

### GOVERNMENT ~~FOR~~ CLAIMS POLICY

A. WRITTEN CLAIM (~~Gov. Code § 945.4~~)<sup>1</sup>

~~Before commencing a lawsuit for money or damages, the claimant must present a written claim to the Riverside County Transportation Commission (herein referred to as "RCTC") and allow it to act upon the claim.<sup>2</sup> (See page 5, below, for Sample RCTC Claim Form.)~~  
The review, rejection, sufficiency and return of written claims shall be governed by the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or as otherwise provided by law.

B. The Executive Director or designee is authorized to review and reject claims submitted to RCTC.

<sup>1</sup>—All references herein are to the California Government Code, unless otherwise noted.

<sup>2</sup>—Under special circumstances, this requirement may be excused. (See for example Gov. Code §§ 946.4, 946.6.)

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C. The Executive Director may settle claims in the amount of \$50,000 or less after consultation with the General Counsel. The Commission Board must approve all settlements on claims in excess of \$50,000. SUFFICIENCY—  
CONTENTS OF CLAIM (Gov. Code §§ 910, 910.2)

~~A claim shall be presented by the claimant or by a person acting on the claimant's behalf. The written claim must include all of the following:~~

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~~(a) The name and postal address of the claimant.~~

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~~(b) The postal address to which the person presenting the claim desires notices to be sent.~~

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~~(c) The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted.~~

~~(d) A general description of the indebtedness, obligation, injury, damage or loss so far as it may be known at the time of presentation of the claim;~~

~~(e) The name(s) of public employee(s) causing the injury, damage, or loss, if known.~~

~~(f) The amount claimed, if it totals less than \$10,000.00 as of the date of the presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of presentation of the claim, together with the basis for computation of the amount claimed. If the amount claimed is more than \$10,000.00, no dollar amount shall be included in the claim, but it shall indicate whether the claim would be a limited civil case.~~

~~(g) The signature of the claimant or his or her representative.~~



~~G. — TIMELINESS (Gov. Code § 911.2)~~

~~1. — A claim relating to a cause of action for death, injury to person, injury to personal property or growing crops must be presented within six (6) months after the accrual of the cause of action.~~

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~~2. — A claim relating to any other cause of action, such as damage to real property, must be presented within one (1) year after the accrual of the cause of action.~~

~~D. — ACTION BY EXECUTIVE DIRECTOR OR DESIGNEE (Gov. Code §§ 912.6, 935.4)~~

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~~The Clerk of the Board shall present claims received by the Commission to the Executive Director or designee. The Executive Director or designee shall review claims submitted to RCTC and may act on such claims in one of the following ways:~~

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~~1. — If the Executive Director determines that the claim is for a debt or liability which is not the responsibility of RCTC, it shall be rejected by the Executive Director or designee.~~

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~~2. — If the Executive Director determines that the claim is for a debt or liability which may be the responsibility of RCTC, the Executive Director or designee shall present the claim to the Commission's Board for consideration.~~

~~3. — The Executive Director shall present all claims for physical personal injury for which the claimant is likely to seek payment in excess of \$100,000 or wrongful death to the Commission Board for consideration.~~

~~The Commission Board must approve all settlements on claims.~~

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E. ~~WRITTEN REJECTIONS (Gov. Code §§ 912.4(a), 913, 945.6(a)(1))~~

~~If a claim is rejected in writing within 45 days of presentation, the claimant has six (6) months from the date the written notice of rejection is personally delivered or mailed in which to file suit. The claimant and RCTC may extend by written agreement the period within which RCTC must act on the claim. (See page 6, below, for Sample Rejection on the Merits Letter.)~~

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F. ~~REJECTION BY OPERATION OF LAW (Gov. Code §§ 912.4 (c), 945.6(a)(2))~~

~~If a claim is not rejected in writing within 45 days of presentation, the claim is deemed rejected by operation of law on the 46th day. Notice of the rejection of the claim may be sent by the Commission after the claim is deemed rejected.~~

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G. ~~INSUFFICIENT CLAIMS (Gov. Code §§ 910.8, 911, 915.4)~~

~~The Executive Director or designee has the right to return insufficient claims by providing notice in accordance with Gov. Code section 915.4.~~

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~~If a claim does not comply with Government Code sections 910 and 910.2, the claim is legally insufficient. If an insufficient claim is presented to RCTC, then RCTC shall notify the claimant in writing within 20 days of presentation that the claim is insufficient and state with particularity the defects or omissions in the claim. The Commission Board may not take action on the claim for a period of 15 days after such notice is given. If such notice of insufficiency is not given, RCTC waives any defense as to the sufficiency of the claim and cannot later claim insufficiency as a defense. However, no notice need be given and no waiver shall result when the claim as presented fails to state either an address to which the person presenting the claim desires notices to be sent or the address of the claimant. (See page 7, below, for Sample Letter re Insufficient Claim Form.)~~



H. ~~LATE CLAIMS~~ (Gov. Code §§ 911.4, 911.6, 911.8)

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1. ~~If a claim is not presented in a timely manner pursuant to Gov. Code section 911.2 (6 month limitations period), the claimant must file an application to present a late claim.~~

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2. ~~The application:~~

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(a) ~~Must be presented within a reasonable time not to exceed one (1) year after the accrual of the cause of action;~~

(b) ~~Must have the written claim attached; and~~

(c) ~~Must state the reason for the delay in presenting the claim.~~

3. ~~Claims filed late, if not accompanied by an application for leave to file a late claim, should be rejected specifically because they are late. (See page 8 for Sample Letter re Untimely Claim Without Application For Leave To Present A Late Claim.)~~

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4. ~~In computing the one (1) year period for presentation of the application, time during which the person who sustained the alleged injury, damage, or loss is a minor shall be counted, but the time during which he is mentally incapacitated and does not have a guardian shall not be counted.~~

I. ~~ACCEPTANCE OF APPLICATION FOR LATE CLAIM~~ (Gov. Code § 911.6)

The Executive Director or designee ~~shall grant or deny an application for acceptance of late claim within 45 days after it is presented. This period may be extended by written agreement between the claimant and RCTC.~~may



review and grant or deny an application for late claim relief submitted pursuant to the Government Claims Act.

~~The Executive Director or designee shall grant the application where one or more of the following is applicable:~~

- ~~(a) Failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and RCTC was not prejudiced in its defense of the claim by the failure to present the claim in a timely manner; or,~~
- ~~(b) The person who sustained the alleged injury, damage or loss was a minor during all of the time period; or,~~
- ~~(c) The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time period; or,~~
- ~~(d) The person who sustained the alleged injury, damage or loss died before the expiration of the time period.~~

~~J. DENIAL OF APPLICATION FOR LATE CLAIM (Gov. Code §§ 911.8, 946.6)~~

- ~~1. The Executive Director or designee may deny the application if it is not excused. (See page 9, below, for Sample Denial Letter.) The denial must be in writing and must advise the claimant that he has only six (6) months to take the matter to court. Written notice of the action on the application must be given in the manner prescribed in Gov. Code section 915.4. The notice shall contain a warning in substantially the form as prescribed in Gov. Code section 911.8. The denial of the application for late claim has nothing to do with the validity of the~~



~~claim. It is not a rejection of the claim or its merits. It means only that the claim was not properly presented.~~

~~K. —~~ CALIFORNIA LAW

~~4D.~~ This ~~Fort~~ Government Claims Policy is intended to reflect the requirements set forth in the California ~~Fort~~ Government Claims Act (~~Gov. Code §§ 900 et seq.~~). ~~RCTC intends to periodically update this Policy, however, b~~Because state law is amended from time to time, in the event any law cited herein is amended, modified, changed or omitted, then such law shall govern.



~~L.~~ COMMISSION ACTION

- ~~1.~~ This Tort Claims Policy provides the guidelines for RCTC in responding to a claim, however, a failure to follow this Policy shall not serve as a basis for invalidating an action taken by the Commission ~~Board or the Executive Director~~ on a particular claim.



## CLAIM FORM

(A claim shall be presented by the claimant or by a person acting on his behalf.)

<b>NAME OF DISTRICT: <del>Riverside County Transportation Commission</del></b>		
<b>1</b>	<b>Name, address, mailing address if different, and phone number.</b>	
	Name:	
	Address(es):	
	Phone Number:	
<b>2</b>	<b>List name, address and phone number of any witnesses.</b>	
	Name:	
	Address:	
	Phone Number:	
<b>3</b>	<b>List the date, time, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.</b>	
	Date:	Time: Place:
	Tell What Happened (give complete information):	
	<b><i>NOTE: Attach any photographs you may have regarding this claim.</i></b>	
<b>4</b>	<b>Give a general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.</b>	
<b>5</b>	<b>Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.</b>	
<b>6</b>	<b>If the actual amount of your claim is less than \$10,000 indicate the exact amount of your claim, and if possible show specific itemization and/or include copies of any documents in support thereof. If the amount of the claim exceeds \$10,000, no dollar amount should be included in this claim form; however, it is necessary to indicate whether jurisdiction will rest in Municipal or Superior Court. (Jurisdiction for any claim under \$25,000 would rest in Municipal Court, and any claim over \$25,000 would rest in Superior Court.)</b>	
	Date:	Signature:
<b>ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT.</b>		



|



**SAMPLE LETTER RE REJECTION ON THE MERITS**

THIS LETTER SHOULD BE TYPED ON RCTC LETTERHEAD AND USED TO NOTIFY A POTENTIAL CLAIMANT THAT HIS/HER CLAIM HAS BEEN REJECTED ON ITS MERITS, NOT BECAUSE THE CLAIM IS LATE, OR THAT THE CLAIM IS INSUFFICIENT IN CONTENTS. IF USED, THIS FORM MUST BE MAILED WITHIN 45 DAYS OF PRESENTATION OF THE CLAIM.

(Enter date)

Dear \_\_\_\_\_:

Thank you for your recently submitted claim in the matter of \_\_\_\_\_.

As you know, we are guided by state law and are obligated to pay claims where there is liability on our part. We have reviewed all of the information submitted to us relating to your claim, and have endeavored to be absolutely fair in considering your case.

Your claim presented to the Riverside County Transportation Commission on \_\_\_\_\_ was rejected (or allowed in the amount of \$\_\_\_\_\_ and rejected as to the balance) on \_\_\_\_\_ (date of action or rejection by operation of law.)

**WARNING**

Subject to certain exceptions, you have only six months from the date this notice was personally delivered or mailed to file a court action on this claim. (See Government Code Section 945.6.) You may, of course, seek an attorney's advice on this matter. If you plan to consult an attorney, you should do so immediately.

If you have questions about the claim or this denial of liability, please call the undersigned.

Very truly yours,

Anne Mayer \_\_\_\_\_ [or designee, such as General Counsel]  
Executive Director



**~~SAMPLE LETTER RE INSUFFICIENT CLAIM FORM~~**

~~THIS LETTER SHOULD BE TYPED ON RCTC LETTERHEAD  
AND USED TO NOTIFY POTENTIAL CLAIMANTS OF  
INSUFFICIENCIES IN CLAIMS FILED~~

~~(Enter date)~~

~~Re: Notice of Insufficiency of Claim Filed  
with the Riverside County Transportation Commission~~

~~Dear \_\_\_\_\_:~~

~~Your claim which was received by the Riverside County Transportation  
Commission on (enter date) failed to comply substantially with the California  
Government Code. It was insufficient for the following reason(s):~~

~~(Give reasons for insufficiency)~~

~~For your information, you may wish to consult Sections 910, 910.2, 910.4, 910.8  
and other sections of the California Government Code pertaining to the filing of  
claims against a public entity. Due to specific time requirements for correcting  
these deficiencies, this should be tended to immediately.~~

~~Very truly yours,~~

~~Anne Mayer \_\_\_\_\_ [or designee, such as General Counsel]  
Executive Director~~



**~~SAMPLE LETTER RE UNTIMELY CLAIM WITHOUT  
APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM~~**

~~THIS LETTER SHOULD BE TYPED ON RCTC LETTERHEAD  
AND USED TO NOTIFY POTENTIAL CLAIMANTS WHO FILE LATE CLAIMS  
WITH NO ACCOMPANYING APPLICATION  
FOR LEAVE TO PRESENT A LATE CLAIM~~

~~(Enter date)~~

~~Re:—Response to your Late Claim Filed with  
the Riverside County Transportation Commission~~

~~Dear \_\_\_\_\_:~~

~~The claim (or material) which you presented to the Riverside County  
Transportation Commission ("RCTC") on (Enter date) is being returned to you  
herewith, without any action having been taken by RCTC.~~

~~The claim (or material) is being returned because it was not presented within the  
time required by law. (See California Government Code Sections 911.2 to 912.2  
and 946.6.) Your only recourse at this time is to file a written Application for  
Leave to Present a Late Claim as required by the Government Code. After this  
Application has been received by RCTC, it will be reviewed and considered.~~

~~Due to legal time requirements, this should be done without delay. To determine  
if you have a further remedy, or whether other procedures are open to you, you  
may wish to consult with an attorney of your choosing. If you consult with an  
attorney, you should do so immediately.~~

~~Very truly yours,~~

~~Anne Mayer \_\_\_\_\_ [or designee, such as General Counsel]  
Executive Director~~



**SAMPLE LETTER RE DENIAL OF APPLICATION FOR LEAVE TO  
PRESENT A LATE CLAIM**

~~THIS LETTER SHOULD BE TYPED ON RCTC LETTERHEAD AND USED  
TO DENY LATE CLAIMS PRESENTED WITHIN ONE YEAR OF ACCRUAL  
WITH AN ACCOMPANYING APPLICATION FOR LEAVE TO PRESENT  
A LATE CLAIM~~

~~(Enter date)~~

Re: ~~Denial of Application for Leave  
to Present a Late Claim to the  
Riverside County Transportation Commission~~

Dear ~~\_\_\_\_\_~~:

~~Your Application for Leave to Present a Late Claim is denied by the Riverside  
County Transportation Commission as of (Enter date).~~

**WARNING**

~~If you wish to file a court action on this matter, you must first petition the  
appropriate court for an order relieving you from the provisions of California  
Government Code Section 945.4. (Also see Government Code Section 946.6.)  
Such petition must be filed with the court within six (6) months from the date your  
Application for Leave to Present a Late Claim was denied.~~

~~You may seek the advice of an attorney of your choosing in connection with this  
matter. If you consult an attorney, you should do so immediately.~~

~~Very truly yours,~~

~~Anne Mayer \_\_\_\_\_ [or designee, such as General Counsel]  
Executive Director~~



**SAMPLE LETTER RE RETURN OF APPLICATION FOR LEAVE TO  
PRESENT A LATE CLAIM**

~~THIS LETTER SHOULD BE TYPED ON RCTC LETTERHEAD AND USED TO  
REJECT LATE CLAIMS PRESENTED AFTER ONE YEAR FROM ACCRUAL  
WITH AN ACCOMPANYING APPLICATION FOR LEAVE TO PRESENT A  
LATE CLAIM~~

~~(Enter date)~~

Re: ~~Return of Application for Leave to Present  
a Late Claim to the Riverside County Transportation  
Commission~~

Dear ~~\_\_\_\_\_~~:

~~The Application for Leave to Present a Late Claim which you presented to the  
Riverside County Transportation Commission on (Enter date) is being returned to  
you herewith, without any action having been taken on it by the Commission.~~

~~The Application is being returned because it was not presented within the time  
required by law.~~

~~To determine whether you have any further remedy, you may wish to consult with  
an attorney of your choosing. If you consult an attorney, you should do so  
immediately.~~

~~Very truly yours,~~

~~Anne Mayer \_\_\_\_\_ [or designee, such as General Counsel]  
Executive Director~~



## ARTICLE X

### PROCEDURES FOR DESIGN IMMUNITY

A. EXECUTIVE DIRECTOR REVIEW AND APPROVAL. Prior to commencement of a construction project undertaken by the Commission, the Executive Director shall review and approve or disapprove the plans for such project in writing, or delegate such authority in writing to a competent employee of the Commission with the knowledge to discern whether the plans are reasonable or not. Neither the Executive Director nor his or her designee of review and approval authority shall be responsible for drafting such plans.

B. DETERMINATION OF REASONABLENESS. The Executive Director or his or her designee of review and approval authority shall review the plans for a construction project undertaken by the Commission to determine whether such plans are reasonable or not. Evidence of reasonableness of such plans may be supported by approval of such plans by a competent professional; or if such plans have been prepared in conformity with a previously approved standard; or if such plans conform to established guidelines such as the Uniform Building Code or guidelines set forth by the California Department of Transportation or the American Association of State Highway and Transportation Officials.

C. EXECUTION OF STATEMENT. Upon completion of the review of the plans, the Executive Director or his or her designee shall sign a statement in substantially the form set forth as follows:

I have been granted the authority to review and approve the plans for the \_\_\_\_\_ Project, and I am competent to do so. I have reviewed such plans, and I find them to be reasonable in my judgment as a reasonable employee and approve such plans.



ORDINANCE NO. 22-001  
AN ORDINANCE AMENDING THE RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION ADMINISTRATIVE CODE

WHEREAS, by Ordinance 93-003 the Riverside County Transportation Commission has enacted an Administrative Code;

WHEREAS, the Commission has determined that it is now necessary to amend its Administrative Code to update the membership of the Executive Committee; amend dated language pertaining to the Citizens and Specialized Transit Advisory Committee, update the Commission's claims policy to align with current law and practice, and the correct typographical errors and make minor language edits;

NOW, THEREFORE, the Riverside County Transportation Commission hereby ordains as follows:

The Administrative Code is hereby amended as shown in Attachment "A."

This Ordinance shall be effective upon adoption

APPROVED AND ADOPTED this 14<sup>th</sup> day of December, 2022.

---

V. Manuel Perez, Chair

ATTEST:

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Lisa Mobley  
Clerk of the Board







**ADMINISTRATIVE CODE OF THE  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**ARTICLE I**

**PURPOSE**

The Riverside County Transportation Commission is charged with the responsibility of carrying out the purposes and directives of the Legislature as provided for in the County Transportation Commission Act (Division 12, commencing with Section 130000 of the Public Utilities Code). Section 130105 of the Public Utilities Code requires the Commission to adopt an administrative code by ordinance.

**ARTICLE II**

**MEMBERSHIP**

A. **POWERS OF COMMISSION.** Subject to the powers and limitations as provided by law and these rules, all powers of the Commission shall be exercised, its property controlled and its affairs conducted by its Commission.

B. **REGULAR MEMBERS.** The Commission shall consist of 34 regular members appointed as follows:

1. The five members of the Riverside County Board of Supervisors.
2. One member appointed by each of the member cities, which member shall be either a member of that city's City Council or its Mayor.
3. One non-voting member appointed by the Governor.



C. ALTERNATE MEMBERS.

1. The Riverside County Board of Supervisors shall establish a procedure by which a member of that board may appoint an alternate member of the Board of Supervisors to represent the member for one meeting of the Riverside County Transportation Commission. Notice of the alternate appointment shall be made in writing to the Clerk of the Board 24 hours prior to the meeting.

2. Each incorporated city in Riverside County shall appoint one alternate member to the Commission who shall represent the regular member of the Commission who serves on behalf of the city, if the regular member is not in attendance at a meeting. Notice of the alternate appointment shall be made in writing to the Clerk of the Board 24 hours prior to the meeting. If an incorporated city appoints an alternate member, the alternate member shall be either the mayor or a city council member of that incorporated city.

D. VOTING RIGHTS. Except when a weighted vote is called, each regular member of the Commission, and each alternate member when acting in the place of a regular member, shall have one vote at meetings of the Commission. Except for the delegation of votes provided in Section C, above, there shall be no voting by proxy.

E. VACANCIES. Any vacancy in the office of regular or alternate member, whether because of death, incapacity, resignation, loss of underlying office, removal or otherwise, shall be filled by the appointing authority for such member.

F. RESIGNATION. Any regular or alternate member may resign at any time by giving written notice of such resignation to the Clerk of the Board. Such resignation shall be effective at the time specified; acceptance of such resignation shall not be necessary to make it effective.



G. REMOVAL. Any regular or alternate member may be removed, with or without cause stated, by the authority responsible for his or her appointment.

H. COMPENSATION. Unless prohibited by law from accepting compensation, each regular and alternate member of the Commission shall be compensated at the rate of One Hundred Dollars (\$100) for any day attending to the business of the Commission, but not to exceed Four Hundred Dollars (\$400) in any month, along with necessary traveling and personal expenses incurred in the performance of his or her duties as authorized by the Commission. An alternate member may receive compensation only for attendance at a meeting where a regular member is absent for all or part of the meeting. For purposes of this section, "attending to the business of the Commission" means:

1. Attendance at meeting of the Commission.
2. Attendance at committee meetings of the Commission if attending as a member of such committee.
3. Attendance at activities and events for the purpose of representing the Commission when such attendance is formally requested by the Commission or the Chair of the Commission.
4. Attendance at project-related events, e.g., groundbreakings, ribbon cuttings, etc. for Commission-financed or sponsored projects.

### **ARTICLE III**

#### **ADMINISTRATION**

A. IN GENERAL. The Officers of the Commission shall consist of the Chair, a Vice Chair, and a Second Vice Chair, all of whom shall be regular members of the Commission, an Executive Director, a General Counsel, Fiscal Officer, and other such officers as the Commission may deem necessary.



B. ELECTION OF CHAIR, VICE CHAIR AND SECOND VICE CHAIR. The Commission annually, at its first meeting in December, and at such other times as there may be a vacancy in either office, shall elect a Chair who shall preside at all meetings, a Vice Chair who shall preside in the absence of the Chair, and a Second Vice Chair who shall preside in the absence of the Chair and the Vice Chair. The Chair, the Vice Chair, and the Second Vice Chair shall be elected by the Commission at its first meeting in December or as soon thereafter as practical for a one-year term. The changes will be effective on January 1. The election for each position is as follows:

1. At the start of the agenda item, Commission Board members may nominate one or more regular members to fill the positions of Chair, Vice Chair, and Second Vice Chair. Each nomination must be seconded in order to qualify that member for the election. Only those members nominated and seconded shall be part of the selection process set forth below.

2. If no objections are made, the nominations will be closed when the Chair makes a formal announcement closing the nomination period.

3. If only one nomination is received for a position, the Chair shall call on the Commission's Board of Director's to approve the nomination. If more than fifty (50%) percent of the votes cast approve that nominee, the nominee shall be elected and the election for that position shall be consider complete. If the nominee fails to obtain more than fifty percent (50%) of votes cast by the Board, the process for electing a member to the desired position shall begin again from paragraph 1.

4. If two nominations are received for a position, the Chair shall call for the Commission's Board of Director's to cast votes for one of the nominees. If one of the nominees receives more than fifty percent (50%) of



the votes cast, that nominee shall be elected and the election for that position shall be considered complete. If the election fails to result in a nominee with more than fifty percent (50%) of the vote, the nominee with the most votes will be placed before the Commission's Board of Directors for approval. The nominee must be approved by more than fifty percent (50%) of the votes cast by the Board in order to be elected to the desired position. If the nominee fails to obtain more than fifty percent (50%) of the Board's vote, the process for electing a person to the desired position shall begin again from paragraph 1.

5. If there are more than two nominees, the following steps shall be followed in the order set forth below:

(a) The Chair shall call for the Commission's Board of Directors to cast votes for one of the nominees. All nominees shall be voted on using a single written ballot. A "written" ballot can be either physical or digital. If one nominee receives more than fifty percent (50%) of the votes cast that nominee shall be elected and the election for that position shall be considered complete. If the vote fails to result in a nominee receiving more than fifty percent (50%) of the votes cast, the two nominees with the most votes will be placed in a runoff election.

(b) The winning nominee in the runoff election is selected if that nominee receives more than fifty percent (50%) of the votes cast. In that case, the election for that position shall be considered complete.

(c) If the runoff election fails to result in a nominee with more than fifty percent (50%) of the vote, the nominee with the most votes will be placed before the Commission's Board of Directors for approval.



(d) If the nominee receives more than fifty percent (50%) of the votes cast, the nominee shall be elected and the election for that position shall be considered complete.

(e) If the nominee placed before the Commission's Board of Directors fails to obtain more than fifty percent (50%) of the votes cast, the process for electing a person to the desired position shall begin again from Paragraph 1, above

(f) If there is a tie in any step in the election process and the next step of the process cannot proceed, then one or more tie-breaking votes will occur in which all members of the Commission's Board of Directors present at the meeting will be allowed to vote again. The winning nominee must receive more than fifty percent (50%) of the votes cast to be elected.

At any point the Commission may vote to suspend the vote until a subsequent meeting. If the Chair has been selected prior to the vote to suspend, the new Chair shall be seated when his or her term commences, but shall relinquish his or her seat as the Vice Chair if applicable. If the Chair and Vice Chair have been selected prior to the vote to suspend, the new Vice Chair shall also be seated when his or her term commences, but shall relinquish his or her seat as Second Vice Chair, if applicable.

The tally of all votes taken hereunder shall be read aloud by the Clerk of the Board immediately following the vote. The written ballots whether physical or digital shall be retained by the Clerk of the Board as part of the public record of the meeting.

The Chair, the Vice Chair, and the Second Vice Chair shall regularly alternate between regular members of the Commission representing a city and a regular member of the Commission who is a member of the Riverside County Board of



Supervisors. At all times, at least one of three officer slots – Chair, Vice Chair, or Second Vice Chair – shall be held by a member of the Riverside County Board of Supervisors. During the time in which the Chair is a regular member of the Commission representing a city, either the Vice Chair or the Second Vice Chair, or both, shall be a regular member of the Commission who is a member of the Riverside County Board of Supervisors. During the time in which the Chair is a regular Commission member who is a member of the Riverside County Board of Supervisors, either the Vice Chair or the Second Vice Chair, or both, shall be a regular member of the Commission representing a city in order to ensure the participation of both city and county representatives in leadership positions.

C. REMOVAL OF OFFICERS. The Chair, the Vice Chair and the Second Vice Chair may be removed by the affirmative vote of a majority of the Commission. Voting on removal shall take place no sooner than at the next regular meeting following the meeting at which the motion to remove officers was introduced.

D. DUTIES OF VARIOUS OFFICERS.

1. Duties of Chair. The Chair shall, if present, preside at all meetings of the Commission and shall exercise and perform such other powers and duties as may be from time to time assigned to him or her by the Commission or prescribed herein or by other official action of the Commission. In any case in which the execution of a document or the performance of an act is directed, the Chair, unless the act of the Commission otherwise provides, is empowered to execute such document or perform such act. At the beginning of the calendar year, the Chair shall make appointments to standing committees, ad hoc committees and outside agencies that require the representation of RCTC by a Commissioner. Appointment terms are of a one-year duration and removal of a



Commissioner from a committee assignment prior to the end of the one-year term requires approval of the Executive Committee.

2. Duties of the Vice Chair. The Vice Chair shall perform the duties of the Chair in his or her absence. When so acting, the Vice Chair shall have all the powers of and be subject to all the restrictions upon, the Chair.

3. Duties of Second Vice Chair. The Second Vice Chair shall perform the duties of the Chair in the absence of the Chair and the Vice Chair. When so acting, the Second Vice Chair shall have all the powers of and be subject to all the restrictions upon the Chair.

4. Chair Pro Tempore. In the event of the absence or inability to act of the Chair, Vice Chair, or Second Vice Chair, the Commission, by motion passed by majority vote, shall select one of its members to act as Chair Pro Tempore, who, while so acting, shall have all of the authority of the Chair.

5. Duties of Executive Director. The Executive Director shall be a full-time officer of the Commission. The appointment and employment of the Executive Director shall be overseen by the Executive Committee pursuant to Section III.G.3, below. The powers and duties of the Executive Director are:

(a) To administer the personnel system, including contract employees of the Commission.

(b) To administer all contracts.

(c) To cause to be prepared by a Certified Public Accountant and to submit to the Commission as soon as practical after the end of each fiscal year a post-audit of the financial transactions and records of the Commission for the preceding year.

(d) To keep the Commission advised as to the needs of the Commission.



(e) To have full charge of the administration of the business affairs of the Commission.

(f) To see that all ordinances, rules and regulations, motions, or resolutions are enforced.

(g) To provide for the secretarial services required by the Commission including keeping a book of minutes of all meetings of the Commission, giving notice of all meetings as may be required by law or action of the Commission, and such other duties as may be prescribed by ordinance or resolution of the Commission.

(h) The Executive Director is authorized to take any or all of the following actions in relation to regular employees of the Commission:

(1) To hire employees at the appropriate salary range as determined by the Commission.

(2) To promote, transfer, suspend with or without pay, or discharge any employee.

(3) To notify the Commission of such actions at appropriate intervals.

(i) The Executive Director is authorized to make disbursements of funds of the Commission consistent with the annual budget of the Commission. He or she shall have such other duties, powers and responsibilities as may from time to time be assigned by the Commission. The compensation of the Executive Director shall be pursuant to written contract with the Commission.

(j) The Executive Director, or his or her designee, has the discretionary authority of approval overall project designs or plans for



construction and the construction of all projects by the Commission as set forth herein, unless the Commission finds otherwise.

6. Duties of General Counsel. The General Counsel shall be a person admitted to practice law by the Supreme Court of California or a firm comprised of same, and shall have been actively engaged in the practice of law for not less than five years preceding appointment. The General Counsel shall represent and advise the Commission in all legal matters, actions, or proceedings in which the Commission is concerned, or interested, or is a party.

7. Duties of Chief Financial Officer. The Chief Financial Officer, under the general direction of the Executive Director, shall be the custodian of funds received from the Commission from whatever source. The Chief Financial Officer shall act as and hold the title of treasurer of the Commission for purposes of Government Code section 53630, et. seq., and any similar statutory provisions that refer to the treasurer of a local agency. The Fiscal Officer shall act as and hold the title of auditor/controller of the Commission for purposes of debt issuance.

The Fiscal Officer shall be a full-time employee of the Commission and shall:

(a) Receive and receipt for all money of the Commission and place it in the Commission treasury.

(b) Draw warrants to pay demands against the Commission when the demands have been duly and regularly signed by the Executive Director.

(c) Prepare or cause to be prepared a report in writing on a quarterly basis each year to the Commission detailing investments held, and a summary of budget to actuals since the last report.



(d) Keep a full and complete record of all financial transactions and records of the Commission. He or she shall have such other duties and responsibilities as may from time to time be assigned to the Fiscal Officer by the Commission.

E. EMPLOYEES. All employees other than independent contractors, shall be subject to the control and supervision of the Executive Director. Compensation of employees shall be as provided for from time to time by the Commission and/or the Executive Committee.

F. APPOINTMENT OF ADVISORY COMMITTEES.

1. Citizens and Specialized Transit Advisory Committee ('CSTAC').

(a) Membership. There is hereby created the Citizens and Specialized Transit Advisory Committee ("CSTAC"). This committee shall serve as the Social Services Transportation Advisory Council and as the Citizens' Advisory Committee pursuant to PUC Section 130105. The CSTAC shall consist of up to fifteen (15) members appointed by the Commission, in the manner provided by the Commission. Pursuant to PUC Section 99238, the CSTAC shall include the following members:

(1) One (1) representative of potential transit users who is 60 years of age or older;

(2) One (1) representative of potential transit users who is disabled;

(3) Two (2) representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists;



(4) Two (2) representatives of local social service providers for the disabled, including one representative of a social service transportation provider, if one exists;

(5) One (1) representative of a local social service provider or persons of limited means; and

(6) Two (2) representatives from the local consolidated transportation service agency designated pursuant to subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.

All members of the CSTAC shall be selected so as to reflect a broad spectrum of interests and the Commission shall strive to attain both minority representation and representation from all geographic areas of the County. CSTAC members shall serve at the will and pleasure of their nominating authority. The Commission has the discretion to dismiss any CSTAC members for any reason, including if the individual fails to participate in two (2) consecutive CSTAC meetings. The Commission shall appoint and renew individuals to the CSTAC for three (3) year terms.

(b) Function. Subject to the supervision of the Commission, the CSTAC shall also consult on and obtain and collect public input on those matters of interest and concern to the Commission that may from time to time be assigned to the CSTAC by the Commission for its review, comments and recommendation.

(c) Meeting. The Commission shall call the first meeting and may call subsequent meetings of the CSTAC, setting the time and place of said meeting(s) and designating the agenda from any



meetings so called. The Chair of the CSTAC, elected pursuant to this Section G.(1)(f) below, may also call meetings of the CSTAC, setting the time, place, and agenda for such meetings. The CSTAC may also hold subcommittee meetings of any subcommittees it establishes.

(d) Assistance. The staff of the Commission shall be available to aid the CSTAC in its work.

(e) Compensation. Members of the CSTAC shall serve without compensation.

(f) Officers. The CSTAC shall elect a Chair and Vice Chair from the members thereof, each of whom shall serve for one (1) year, and thereafter until his or her successor is elected. Secretarial services shall be provided by the Commission staff.

2. Technical Advisory Committee.

(a) Membership. There is hereby created the Technical Advisory Committee. The Committee shall consist of members selected as follows:

(1) One (1) member representing the County of Riverside.

(2) One (1) member representing each City in the County which designates such a representative.

(3) One (1) member representing the Riverside Transit Agency.

(4) One (1) member representing the Western Riverside Council of Governments.

(5) One (1) member representing the Coachella Valley Association of Governments.



(6) The District Director of Caltrans District 8 or designee.

(7) One (1) member representing the SunLine Transit Agency.

(8) One (1) member representing the Palo Verde Valley Transit Agency.

Committee members shall serve at the will and pleasure of their appointing authority and the Commission. An alternate may be named by each appointee to represent him or her in his or her absence.

(b) Function. Subject to the supervision of the Commission, the Committee shall provide technical assistance to the Commission by reviewing and evaluating the various transportation proposals and alternatives within Riverside County. The Committee shall review, comment upon, and make recommendations on such matters as are referred to it by the Commission, including all matters relating to the programming of federal funds apportioned to the Riverside County and allocated by the Commission.

(c) Meetings. In the dispatch of its responsibilities, the Committee may conduct meetings, may appoint subcommittees to include regular members and/or alternate members, and engage in such related activities as it deems necessary. Subcommittees shall not be composed of a regular and alternate member who represents the same jurisdiction.

(d) Compensation. Members of the Committee shall serve without compensation.

(e) Officers. The Committee shall elect a Chair and Vice Chair from the members thereof, each of whom shall serve for two (2) years



and thereafter until his or her successor is elected. Committee support shall be provided by the Commission staff.

(f) Voting. Each member of the Committee shall have one (1) vote, except the county of Riverside member shall have three (3) votes and the Transportation Planning Director of the Southern California Association of Governments shall be a non-voting member.

(g) Quorum. A quorum shall be a majority of the voting members. All actions of the Committee shall require a majority of the votes cast.

3. Other Advisory Committees.

(a) Standing Committees. The Commission may appoint such other standing committees as it deems necessary. The Commission shall determine the membership of such committees from among the regular members of the Commission, and shall specify the functions, duties, responsibilities, and terms of service. The Commission shall give due consideration to recommendations, advice or proposals received from Advisory Committees but shall not be bound thereby.

(b) Ad Hoc Committees and Representative Appointments. The Chair may create and appoint ad hoc committees as necessary to provide direction and advice to the Chair, Commissioners or Commission staff. In addition, the Chair shall appoint Commission representatives to the Southern California Regional Rail Authority, the Route 91 Advisory Committee, the MSRC, and other agencies or organizations of which the Commission is a member or party. Ad hoc committee members and representatives shall be appointed from among the regular Commission members.



G. COMMITTEES OF THE COMMISSION.

1. The following Committees of the Commission are hereby created:

(a) The Budget and Implementation Committee. This Committee shall be composed of up to fifteen (15) regular members of the Commission selected by the Chair, with at least nine (9) members being Western Riverside County regular members of the Commission and at least four (4) members being Eastern Riverside County regular members of the Commission. For the purposes of this subsection (a), the Fifth District Supervisor shall be considered a Western Riverside County member. Subject to supervision by the Commission, the jurisdiction of the Committee shall be as follows: annual budget development and oversight, competitive state and federal grant programs, countywide communications and outreach programs, countywide strategic plan, legislation, short range transit plans (SRTP), and other areas as may be prescribed by the Commission. Meetings shall be held at 9:30 a.m. on the fourth Monday of the month with its principal location at the offices of the Commission, unless otherwise determined by the Committee or the Commission. During a declared state of emergency the meeting may be held at another location, including virtually, as authorized by law or executive order. At any regular meeting not yet convened because of the lack of a quorum, the committee members who are present may constitute themselves a "Committee of the Whole", for purposes of discussing agenda matters or any other matter of interest to the members present. The Committee of the Whole may act to take recommendations to the Commission but may take no final actions. Any recommendation



presented to the Commission from a Committee of the Whole and not the whole committee and should state the number of votes for, against and abstaining in reference to the recommendation. The Committee shall automatically cease to exist if a quorum of the Commission is present at the meeting.

(b) Western Riverside County Programs and Projects Committee.

The Western Riverside County Programs and Projects Committee shall be composed of up to twelve (12) Western Riverside County regular members of the Commission selected by the Chair. Subject to supervision by the Commission, the jurisdiction of the Committee shall be to provide policy direction on transportation programs and projects that impact Western Riverside County. The subject matter may include, but is not limited to: air quality, capital projects, communications and outreach programs, specific transit projects, intermodal programs, motorist services, new corridors, regional agencies/regional planning, Regional Transportation Improvement Program (RTIP), State Transportation Improvement Program (STIP), and Transportation Uniform Mitigation Fee (TUMF) Program related to Western Riverside County, and other areas as may be prescribed by the Commission. Meetings shall be held at 1:30 p.m. on the fourth Monday of the month with its principal location at the offices of the Commission unless otherwise directed by the Committee or the Commission. During a declared state of emergency the meeting may be held at another location, including virtually, as authorized by law or executive order. At any regular meeting not yet convened because of the lack of a quorum, the committee members who are present may constitute themselves a "Committee of the Whole," for purposes of discussing agenda matters or any other matter of interest to the



members present. The Committee of the Whole may act to take recommendations to the Commission but may take no final actions. Any recommendation presented to the Commission from a Committee of the Whole and not the whole committee should state the number of votes for, against and abstaining in reference to the recommendation. The Committee shall automatically cease to exist if a quorum of the Commission is present at the meeting.

(c) Toll Policy and Operations Committee. The Toll Policy and Operations Committee shall be composed of up to eleven (11) regular members of the Commission selected by the Chair. Subject to supervision by the Commission, the jurisdiction of the Committee shall be as follows: policies involving the Commission's toll facilities, setting tolls or rates, considering contracts with vendors working on the toll program, statewide and federal legislative issues regarding tolling, outreach and marketing of the toll facilities, interactions with neighboring jurisdictions regarding toll matters, user-based funding programs and future opportunities for toll facility development in Riverside County. Meetings shall be held as needed with its principal location at the offices of the Commission, unless otherwise determined by the Committee or the Commission. During a declared state of emergency the meeting may be held at another location, including virtually, as authorized by law or executive order. At any regular meeting not yet convened because of the lack of a quorum, the committee members who are present may constitute themselves a "Committee of the Whole", for purposes of discussing agenda matters or any other matter of interest to the members present. The Committee of the Whole may act to take recommendations to the



Commission but may take no final actions. Any recommendation presented to the Commission from a Committee of the Whole and not the whole committee and should state the number of votes for, against and abstaining in reference to the recommendation. The Committee shall automatically cease to exist if a quorum of the Commission is present at the meeting.

2. In the performance of their duties and responsibilities, the Committees in subsection 1 above shall submit all policy matters coming before them to the Commission for final consideration.

3. Executive Committee.

(a) There shall be created an Executive Committee. Subject to supervision by the Commission, the Executive Committee shall oversee staff functions; recommend staff positions, job descriptions and salaries; appoint, contract with and determine the compensation of the Executive Director; discipline, review and terminate the Commission's Executive Director; and oversee administration of the Commission's office. Decisions of the Committee shall be final unless a member of the Commission, within five (5) days of the date of the decision, requests that the decision be placed on the agenda of the next regular Commission meeting for reconsideration. Meetings of the Committee shall be held at 9:00 a.m. on the day of the Commission meeting or as otherwise required and at a place and time to be set by the Executive Committee, unless otherwise directed by the Commission.



(b) The membership of the Executive Committee shall be as follows:

(1) The Chair of the Commission.

(2) The Vice Chair of the Commission.

(3) The Second Vice Chair of the Commission.

(4) The Past Chair of the Commission.

(5) Two regular members of the Commission representing the cities of Corona, Jurupa Valley, Moreno Valley, Menifee, Murrieta, Riverside, and Temecula.

(6) A regular member of the Commission representing one of the following cities: Banning, Beaumont, Calimesa, Canyon Lake, Eastvale, Hemet, Lake Elsinore, Norco, Perris, San Jacinto, and Wildomar. Such member shall be appointed by majority vote of the members representing the cities referenced in the previous sentence.

(7) A regular member of the Commission representing the following cities: Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage. Such member shall be appointed by a majority vote of the members representing the cities referenced in the previous sentence.

(8) Three members of the Commission who are members of the Riverside County Board of Supervisors. Such members shall be appointed by the Board of Supervisors.

(c) Actions of the Executive Committee shall require six (6) affirmatives "yes" votes.

(d) The term of the Executive Committee members, other than the Chair, Vice Chair and the Second Vice Chair shall be two (2) years.



At the end of their two-year term, Executive Committee members shall stand for reappointment as set forth in Section G.3(b).

(e) A member of the Executive Committee may be removed by majority vote of the Commission members responsible for his or her appointment. In the event of a vacancy in the Executive Committee, the vacancy shall be filled as set forth in Section G.3(b) above. The new member shall fill out the remainder of the term.

(f) An alternate member of the Commission, as appointed in Article II.C.2, shall not assume the duties of the regular member on the Executive Committee when the regular member is absent. In addition, should a member of the Executive Committee resign or otherwise leave the Commission, the vacancy shall be filled as set forth in Section G.3(b), above. The new member shall serve the remainder of the unexpired term.

(g) Amendments to this Administrative Code may be approved by the Executive Committee, subject to review by the Commission as set forth in Section G.3(a) above.

4. The Commission's Committees are authorized to establish rules of procedure relating to the activities and functions of the respective Committee, including the creation of subcommittees of committee members.

5. Appointments made by the Chair shall be for a one-year term ending on December 31 of the year in which the appointments are made. In the event the Chair wishes to remove a Commissioner ("Appointee") appointed during the term of the appointment, the following steps shall be taken:

(a) The Chair shall provide Appointee with written notice of the Chair's decision to remove the Appointee from the appointment.



(b) The notice shall be provided in writing to the Appointee through the Commission's Clerk of the Board and shall include a brief statement of why removal is sought, which reason may include, without limitation, three or more consecutive absences of committee meetings. The notice shall be delivered to the email address, if any, provided by Appointee as well as by first class mail to the Clerk of the City/County appointing Appointee to the Commission and the Appointee's mailing address.

(c) The removal shall be effective on the 15th day after the Commission's Clerk of the Board sends notice to Appointee unless Appointee provides notice to the Commission's Clerk of the Board, prior to the expiration of such 15 day period, of his or her desire to contest the removal.

(d) In the event that the removal is contested, the removal shall be stayed and the Executive Director shall schedule an Executive Committee meeting at which both the Chair and Appointee may present their arguments for and against removal. Based thereon, the Executive Committee shall either uphold or reject the removal. The decision of the Executive Committee shall be final.

(e) If the removal is not contested or approved by the Executive Committee, the Chair may appoint a Commission member to fill the remainder of the Appointee's term.

(f) This Section G.5 shall only apply to appointments made by the Chair to 1) the Budget and Implementation Committee as defined under Section G.1(a); 2) the Western Riverside County Programs and Projects Committee as defined under Section G.1(b)(1); the Toll Policy and Operations Committee as defined under Section G.1(c) and 3) Representative Appointments as defined under Section .F.3(b).



## **ARTICLE IV**

### **MEETINGS**

A. **AGENDA.** Matters to be placed on the Agenda for any regular meeting may be filed with the Executive Director of the Commission by any member of the Commission by the Thursday before such regular meeting. The Agenda for each regular meeting shall be prepared under the direction of the Executive Director. The Executive Director shall cause copies of the Agenda to be mailed or delivered to each regular and alternate member and the General Counsel at least three (3) working days prior to the regular meeting date.

B. **REGULAR MEETING.** Regular meetings of the Commission shall be held with its principal location at 4080 Lemon Street, Riverside, California in the Board of Supervisors Chambers or at such other location set in public meeting by the Commission on the second Wednesday of each month at 9:30 a.m. unless such day is a holiday, in which case the meeting shall be held on the next business day. During a declared state of emergency the meeting may be held at another location, including virtually, as authorized by law or executive order. Regular meetings may be canceled by majority vote of the Commission at a regular or special meeting prior to the meeting to be canceled. A regular meeting may also be canceled by the Chair for lack of a quorum. The Executive Director shall endeavor to mail or deliver notice of such cancellation to each regular member and alternate member at least twenty-four (24) hours prior to the time of the meeting.

C. **SPECIAL MEETINGS.** A special meeting of the Commission may be called at any time by the Chair, or in his or her absence by the Vice Chair or in the absence of the Chair and the Vice Chair by the Second Vice Chair, or by any sixteen (16) regular members by delivering personally or by mail written notice to the Executive Director and each regular and alternate member. Such notice shall be so



delivered at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be transacted at such meeting. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Executive Director a written waiver of notice. Such waiver may be given by telegram or fax. Such written notice may also be dispensed with as to any regular or alternate member who is actually present at the meeting at the time it convenes. The meeting shall be posted as provided by law.

D. POSTING OF AGENDAS. The Commission shall post agendas of all regular meetings, containing a brief general description of each item of business to be transacted or discussed at the meeting, at least seventy-two (72) hours before such regular meeting. The agenda shall specify the time and location of the meeting and shall be posted in a location freely accessible to members of the public and at such other locations as required by law. No action shall be taken on any item not appearing on such posted agendas, except as permitted by state law.

E. QUORUM AND VOTING REQUIREMENTS. Seventeen (17) members of the Commission shall constitute a quorum for the transaction of business. Unless otherwise required by law or this Administrative Code, all official acts of the Commission shall require the affirmative vote of a majority of the members of the Commission voting on the matter.

F. WEIGHTED VOTING. Notwithstanding subdivision E above, any member of the Commission, immediately after a vote of the Commission in accordance with subdivision E, may call for a weighted vote. For an item to be passed by weighted vote, all of the following requirements shall be met:



(a) The item shall be approved by a majority of the Commission members present at the meeting who represent the Riverside County Board of Supervisors, who each shall have one vote.

(b) The item shall be approved by a majority of the Commission members present at the meeting who represent the cities in Riverside County, who each shall have one vote.

(c) The item shall be approved by Commission members present at the meeting who represent cities in Riverside County representing a majority of the population of the county living in incorporated areas. For the purpose of this subdivision, each regular commission member at the meeting who represents a city in Riverside County shall be assigned votes based on the percentage of the population of incorporated areas of Riverside County represented by that member in relation to the total population of incorporated areas of Riverside County represented by that member in relation to the total population of incorporated areas of Riverside County represented at the meeting. Population data shall be determined through Department of Finance estimates, adjusted annually on January 1 or as soon thereafter as possible. The population represented by members not voting because of a legal conflict of interest shall not be counted for any purpose in a weighted vote.

The provisions of this section shall not apply the election of the Chair, Vice Chair, or Second Vice Chair as defined under Article III.B.

G. RALPH M. BROWN ACT. All meetings of the Commission shall be called, noticed, and conducted in the manner prescribed by the Ralph M. Brown Act (Chapter 9, commencing with Section 54950, Part I, Division 2, Title 5 of the Government Code).

H. ADDRESSING COMMISSION ON AGENDA ITEMS. No person shall address the Commission at any meeting until he or she has first been recognized



by the Chair. The decision of the Chair to recognize a person may be changed by vote of a majority of the members of the Commission present at the meeting. Persons wishing to address the Commission shall fill out a speaker card and provide it to the Clerk of the Board prior to the start of the agenda item upon which he or she wishes to be heard, unless another method is specified by the Chair. The Chair may, in his or her discretion, direct the Clerk to accept speaker cards filed after the start of the agenda item. Except as set forth below, when addressing the Commission, each individual speaker will be limited to three continuous minutes or less of public testimony. The Commission may, either at the direction of the Chair or by a majority vote of the Commission, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speaker cards, the Chair may, in his or her discretion, reduce the time for each individual speaker to two continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes, unless extended by the Chair or majority vote of the Board. Speakers may not yield their time to others without the consent of the Chair. The Commission may terminate public comments if such comments become repetitious.

I. COMMITTEE OF THE WHOLE. At any regular meeting not yet convened because of the lack of a quorum, the regular members, and alternates acting in the place of a regular member, who are present, may constitute themselves a "Committee of the Whole", for the purposes of discussing agenda matters or any other matter of interest to the members present. The Committee shall automatically cease to exist if a quorum of the Commission is present at the meeting.

## **ARTICLE V**

### **CORPORATE POWERS**



A. SUCCESSION. The Commission has perpetual succession and may adopt a seal and alter it at its pleasure.

B. LITIGATION. The Commission may sue and be sued, except as otherwise provided by law, in all actions and proceedings, in all courts and tribunals of competent jurisdiction.

C. CLAIMS. All claims for money or damages against the Commission are governed by Division 3.6 (commencing with Section 810) of Title 1 of the Government Code except as provided therein, or by other statutes or regulations expressly applicable thereto.

D. MOTIONS, REGULATIONS AND ORDINANCES. The acts of the Commission shall be expressed by motion, resolution, or ordinance. All ordinances shall take effect upon their adoption unless otherwise provided for by the Commission. The enacting clause of all ordinances shall be as follows: "The Riverside County Transportation Commission hereby ordains as follows:" All ordinances shall be signed by the Chair or by the Vice Chair of the Commission.

E. MISCELLANEOUS. The Commission shall have the power and authority to do any and all things necessary to carry out the purposes of Division 12 (commencing with Section 130000) and Division 25 (commencing with Section 240000) of the Public Utilities Code and other applicable law.

## **ARTICLE VI**

### **CONTRACTS**

The Commission may make contracts and enter into stipulations of any nature whatsoever either in connection with eminent domain proceedings or otherwise, including but not limited to, contracts and stipulations to indemnify and save harmless, to employ labor, and to do all acts necessary and convenient for the full exercise of the powers authorized by law or by this Ordinance. The Commission may contract with any Department or Agency of the United States of America, with



any public agency (including but not limited to, the Department of Transportation or any Transit District, County, or City), or with any person upon such terms and conditions as the Commission finds is in its best interest.

## **ARTICLE VII**

### **BUDGET**

A. **ANNUAL BUDGET.** The Commission, after holding public hearings, shall annually, on or before June 15th of each year, adopt a budget for the succeeding Fiscal Year.

B. **PUBLIC HEARINGS.** The Commission shall hold public hearings prior to the adoption of its budget. Notice of time and place of such hearings shall be published pursuant to Section 6061 of the Government Code and shall be published no later than the 15th day prior to the date of the hearing.

C. **PUBLIC INSPECTION.** The proposed annual budget shall be available for public inspection at least fifteen (15) days prior to the hearing.

## **ARTICLE VIII**

### **AUDIT**

The Commission shall make, or cause to be made annually as soon as practical after the end of each Fiscal Year, a post-audit of the financial transactions and records of the Commission for the preceding year. Such post-audit shall be made by a Certified Public Accountant.

## **ARTICLE IX**

### **GOVERNMENT CLAIMS POLICY**



A. The review, rejection, sufficiency and return of written claims shall be governed by the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or as otherwise provided by law.

B. The Executive Director or designee is authorized to review and reject claims submitted to RCTC.

C. The Executive Director may settle claims in the amount of \$50,000 or less after consultation with the General Counsel. The Commission Board must approve all settlements on claims in excess of \$50,000.

The Executive Director or designee may review and grant or deny an application for late claim relief submitted pursuant to the Government Claims Act.

D. This Government Claims Policy is intended to reflect the requirements set forth in the California Government Claims Act. Because state law is amended from time to time, in the event any law cited herein is amended, modified, changed or omitted, then such law shall govern.



This Tort Claims Policy provides the guidelines for RCTC in responding to a claim, however, a failure to follow this Policy shall not serve as a basis for invalidating an action taken by the Commission or the Executive Director on a particular claim.



## ARTICLE X

### PROCEDURES FOR DESIGN IMMUNITY

A. EXECUTIVE DIRECTOR REVIEW AND APPROVAL. Prior to commencement of a construction project undertaken by the Commission, the Executive Director shall review and approve or disapprove the plans for such project in writing, or delegate such authority in writing to a competent employee of the Commission with the knowledge to discern whether the plans are reasonable or not. Neither the Executive Director nor his or her designee of review and approval authority shall be responsible for drafting such plans.

B. DETERMINATION OF REASONABLENESS. The Executive Director or his or her designee of review and approval authority shall review the plans for a construction project undertaken by the Commission to determine whether such plans are reasonable or not. Evidence of reasonableness of such plans may be supported by approval of such plans by a competent professional; or if such plans have been prepared in conformity with a previously approved standard; or if such plans conform to established guidelines such as the Uniform Building Code or guidelines set forth by the California Department of Transportation or the American Association of State Highway and Transportation Officials.

C. EXECUTION OF STATEMENT. Upon completion of the review of the plans, the Executive Director or his or her designee shall sign a statement in substantially the form set forth as follows:

I have been granted the authority to review and approve the plans for the \_\_\_\_\_Project, and I am competent to do so. I have reviewed such plans, and I find them to be reasonable in my judgment as a reasonable employee and approve such plans.







# **AGENDA ITEM 6E**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Audit Ad Hoc Committee Sergio Vidal, Chief Financial Officer
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Fiscal Year 2021/22 Commission Audit Results

**AUDIT AD HOC COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Receive and file the Fiscal Year 2021/22:
  - 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) Fund Financial and Compliance Report;
  - e. Proposition 1B Rehabilitation and Security Project (Proposition 1B) Accounts Financial and Compliance Reports;
  - f. Low Carbon Transit Operations Program (LCTOP) Account Financial and Compliance Reports;
  - g. Single Audit Report;
  - h. RCTC 91 Express Lanes Fund Financial Report;
  - i. 15 Express Lanes Fund Financial Report;
  - j. Auditor Required Communications Report;
  - k. Agreed-Upon Procedures Report related to the Appropriations Limit Calculation;
  - l. Agreed-Upon Procedures Report related to the Commuter Assistance Program (CAP) incentives; and
  - m. Management certifications.

**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, Proposition 1B, and LCTOP

**Agreed upon procedures (AUP)** - Annual Appropriations Limit Calculation; CAP incentives; Compliance with commercial paper debt covenants



The audits, compliance procedures, and agreed-upon procedures for the fiscal year ended June 30, 2022, have been completed, and Eide Bailly issued all reports.

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 included basic financial statements which auditing procedures were performed by Eide Bailly. The Commission received an unmodified opinion or 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 \$948.8 million at June 30, 2022, compared to approximately \$682.5 million at June 30, 2021, reflects a net increase of approximately \$266.3 million from governmental and business-type activities.
- The net increase in net position consists of approximately \$252.9 million from governmental activities and \$13.4 million from business-type activities.
- Governmental fund balances of approximately \$1.105 billion at June 30, 2022, compared to approximately \$969.0 million at June 30, 2021, represent an increase of approximately \$136 million from the prior year.

The audit reports related to the separately issued financial statements of the LTF, STA, SGR, Proposition 1B, 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 Proposition 1B and LCTOP; however, the LTF, STA, and SGR financial position and operations are included in the fund financial statements in the ACFR. The Proposition 1B and LCTOP financial position are part of the Measure A Western County Commuter Rail and Coachella Valley Rail special revenue funds and the General fund, respectively. These reports noted no matters considered to be a material weakness in internal control and no instances of noncompliance.

The FY 2021/22 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 \$290 million, which consisted of:

- Net investment (deficit) in capital assets of approximately (\$387 million) reflecting toll-supported debt in excess of capital assets; and
- Restricted net position of approximately \$97 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 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 \$249 million, which consisted of:

- Net investment in capital assets of approximately \$216 million reflecting capital assets in excess of toll-supported debt; and
- Restricted net position of approximately \$33 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.

A management letter usually includes recommendations for improvements and operational efficiencies related to the internal control and other matters noted during the audit. Eide Bailly did not have any recommendations or comments on other matters; therefore, it did not issue a management letter.

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 2021/22 in October 2022. The report to the Audit Ad Hoc Committee from the auditor contains the required communications about the audit.



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: Click on the following Link: <https://www.rctc.org/wp-content/uploads/2022/11/6E.A1-A16-Audit-Reports.pdf>

- 1) 2022 Annual Comprehensive Financial Report
- 2) 2022 Local Transportation Fund Financial and Compliance Report
- 3) 2022 State Transit Assistance Fund Financial and Compliance Report
- 4) 2022 State of Good Repair Fund Financial and Compliance Report
- 5) 2022 Proposition 1B Rehabilitation and Security Project Accounts Financial and Compliance Reports
- 6) 2022 Low Carbon Transit Operations Program Account Financial and Compliance Reports
- 7) 2022 Single Audit Report
- 8) 2022 RCTC 91 Express Lanes Fund Financial Report
- 9) 2022 15 Express Lanes Fund Financial Report
- 10) 2022 Commercial Paper Compliance Report
- 11) 2022 Reports to the Audit Ad Hoc Committee (Financial Statements Audit and Single Audit)
- 12) 2022 Agreed-Upon Procedures Report related to the Appropriations Limit Calculation
- 13) 2022 Agreed-Upon Procedures Report related to the Commuter Assistance Program incentives
- 14) 2022 Executive Director and Chief Financial Officer Certification
- 15) 2022 Director's Certification
- 16) Auditor's Presentation to the Audit Ad Hoc Committee



# **AGENDA ITEM 6F**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Michele Cisneros, Deputy Director of Finance
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Quarterly Financial Statements

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Receive and file the Quarterly Financial Statements for the three months ended September 30, 2022.

**BACKGROUND INFORMATION:**

During the first three months of the fiscal year, staff monitored the revenues and expenditures of the Commission. The first quarter of the fiscal year is primarily directed toward completing fiscal year-end activities for the prior year. Staff expects most categories to present a more realistic outlook beginning in the second quarter.

The operating statement shows the Measure A and Local Transportation Fund (LTF) sales tax revenues for the first quarter at 8 percent of the budget. This is a result of Governmental Accounting Standards Board (GASB) Statement No. 33, *Accounting and Financial Reporting for nonexchange Transactions*. GASB Statement No. 33 requires sales tax revenues to be accrued for the period in which they are collected at the point of destination or sale, as applicable. The California Department of Tax and Fee Administration collects the sales tax funds and remits these funds to the Commission after the reporting period for the businesses. This creates a two-month lag in the receipt of revenues by the Commission. Accordingly, these financial statements reflect the revenues related to collections for July 2022.

On a cash basis, the Measure A and LTF sales tax receipts are 0.24 and 8.75 percent higher, respectively, than the same period last fiscal year. State Transit Assistance revenues, including State of Good Repair for the first quarter of Fiscal Year 2022/23, are expected to be received in the second quarter of FY 2022/23. Staff will continue to monitor the trends in the sales taxes and report to the Commission any necessary adjustments in revenue projections.

Federal, state, and local reimbursements are generally on a reimbursement basis. The Commission will receive these revenues as eligible project costs are incurred and invoiced to



the respective agencies. The negative revenue amounts for federal, state, and local reimbursements reflect the reversal of the FY 2021/22 accrued revenues at the beginning of FY 2022/23 in excess of amounts billed during the first quarter. Reimbursement invoices for expenditures for the first quarter will be prepared and submitted in the second quarter.

During the FY 2022/23 budget process, the Commission estimated the Transportation Uniform Mitigation Fee (TUMF) revenues at \$31 million passed through from Western Riverside Council of Governments. During the first quarter of FY 2022/23, the Commission received TUMF revenues for the month of July of \$2.2 million. The Commission expects to receive the August and September TUMF revenues in the second quarter.

The RCTC 91 Express Lanes and 15 Express Lanes toll revenues, penalties, and fees are at \$15,426,898 and \$4,587,511, respectively, totaling \$20,014,409 for the first quarter of FY 2022/23. The operating statement shows toll revenues, penalties, and fees at 20 percent of the budget. This reflects periodic toll rate changes made based on traffic volumes according to the approved toll policy on the RCTC 91 Express Lanes. Staff will continue to monitor the toll transactions and/or trips and non-toll revenues.

The operating statement shows other revenues at 23 percent of the \$707,000 budget and reflects property management lease revenues.

During the FY 2022/23 budget process, the Commission conservatively estimated investment income at \$1,168,400 due to interest rate volatility in the current market. The operating statement shows investment income, which includes net unrealized investment gains and losses at \$(961,328).

The expenditures/expenses and other financing sources/uses categories are in line overall with the expectations with the following exceptions:

- Salaries and benefits are under budget primarily due to unfilled positions for an Accounting Supervisor, Accounting Technician, IT Administrator, three Senior Management Analysts, Management Analyst, two Senior Capital Projects Manager, Regional Conservation Director, and Reserve Management/Monitoring Manager;
- Professional services are under budget primarily due to unused budget authority for general legal services; financial advisory services; rail operations and development activities; and highway, commuter assistance, and specialized transportation other professional services;
- Support costs are under budget due to unused budget authority for rail station maintenance, repairs, and utilities; express lanes operations and maintenance; call box maintenance and repairs; and software and computer maintenance and repairs;
- Program operations are under budget due to unused budget authority for rail station security; toll operations; motorist and commuter assistance program operations; and highway and rail program management;



- The status of significant Commission capital projects (engineering, construction, design-build, and right of way/land) with budget amounts exceeding \$5 million is discussed within Attachment 1;
- Operating and capital disbursements are made as claims are submitted to the Commission by transit operators;
- Special studies unused budget authority is related to feasibility studies;
- Local street and roads expenditures are related to Measure A sales tax revenues. These financial statements reflect the turnback payments through July 2022;
- Regional arterial expenditures represent expenditures for the highway and regional arterial program administered by the Coachella Valley Association of Governments (CVAG). CVAG requests reimbursements from the Commission based on available funds and sufficient budget authority;
- Debt service principal payments are made annually on June 1, while debt service interest payments are made semiannually on December 1 and June 1. In accordance with the applicable accounting standards related to the Enterprise funds, both the RCTC 91 and 15 Express Lanes Enterprise funds record accrued and compounded interest on its related debt such as the RCTC 91 Express Lanes 2021 Toll Refunding Bonds and 2013 Toll Revenue Bonds, Series B capital appreciation bonds for the 91 Project as well as the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for the 15 Express Lanes project. Therefore, \$1.3 million of the \$6.9 million interest cost through the first quarter will not be paid in the current year for the RCTC 91 and 15 Express Lanes Enterprise funds and therefore, not included in the FY 2022/23 budget;
- Capital outlay expenditures are under budget due to unused budget authority for office and property improvements for station rehabilitation, toll operations equipment, and Commission office, network, hardware, and software improvements;
- Depreciation is recorded as part of the accrual adjustments in the RCTC 91 and 15 Express Lanes Enterprise funds accounting records; however, depreciation is considered a non-cash transaction and not included in the FY 2022/23 budget; and
- Transfers in and out include the first quarter administrative cost allocation process, Measure A Sales Tax Bonds debt funding, and LTF disbursements for planning and programming activities.

**FISCAL IMPACT:**

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

**Attachments:**

- 1) Quarterly Project Status – September 2022
- 2) Quarterly Financial Statements – September 2022







**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
QUARTERLY PROJECT STATUS  
1<sup>st</sup> QUARTER  
FOR THREE MONTHS ENDED 9/30/2022**

<b>Project Description</b>	<b>FY 2022/23 through 1<sup>st</sup> Quarter Budget</b>	<b>Expenditures through 1<sup>st</sup> Quarter Actuals</b>	<b>Project Status</b>
<b>91 Project (P003028)</b> The project connects with Orange County Transportation Authority's tolled express lanes at the Orange County/Riverside County line and continues approximately eight miles to the Interstate (I)-15/State Route (SR)-91 interchange. The project involves widening pavement on the outside of the existing highway to reposition general purpose lanes and repurposing the existing high occupancy vehicle lanes to accommodate two-tolled express lanes in the median in each direction. The 91 Project also involves constructing one new general-purpose lane in each direction from SR-71 to I-15, ultimately providing two-tolled express lanes and five general purpose lanes in each direction. 91 Project development activities began in September 2007, construction work related to roadway and structures began in July 2014, and the toll lanes opened in March 2017. The total cost of the 91 Project is estimated at \$1.4 billion, including capitalized interest, debt service reserves, contingency, and cost of issuance. <b>The FY 2022/23 budget amount is \$15,359,000.</b>	\$202,100	\$(1,860,508)	The under run of the FY 2022/23 budget at the first quarter is due to an accrual reversal for the Army Corps of Engineering Reach 9 project (\$1.7 million) and an accrual reversal for plant establishment from the design builder (\$0.3 million).
<b>91 Express Lanes (P009103 &amp; P009104)</b> These projects provide repair and rehabilitation of SR-91 general purpose and express lanes, as well as the implementation of a new back-office system. <b>The FY2022/23 budget amount is \$13,741,600.</b>	3,180,400	1,353,267	The under run of the FY 2022/23 budget at the first quarter is due lower than anticipated expended costs for Phase 2 corridor improvements (\$1.5 million) and associated project construction management (\$0.2 million), and an accrual reversal for toll pass-through costs (\$0.1 million).
<b>I-15 Express Lanes Southern Extension (P003044)</b> The project will add express lanes between SR-74 and Cajalco Road. The estimated project cost is \$544 million with the Project Approval and Environmental Document (PA/ED) phase of work funded by federal Congestion Mitigation and Air Quality (CMAQ) funds and Measure A. <b>The FY 2022/23 budget amount is \$5,121,300.</b>	1,181,300	42,152	The under run of the FY 2022/23 budget at the first quarter is due to lower than anticipated expended costs for the preliminary engineering and environmental document contract (\$1.1 million).



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
QUARTERLY PROJECT STATUS  
1<sup>st</sup> QUARTER  
FOR THREE MONTHS ENDED 9/30/2022**

<b>Project Description</b>	<b>FY 2022/23 through 1<sup>st</sup> Quarter Budget</b>	<b>Expenditures through 1<sup>st</sup> Quarter Actuals</b>	<b>Project Status</b>
<p><b>15/91 Express Lanes Connector (P003039)</b> The 15/91 Express Lane Connector (ELC) project constructs an express lanes median direct connector from southbound I-15 to westbound SR-91 and from eastbound SR-91 to northbound I-15 in the city of Corona. The project also adds tolled express lanes in each direction of I-15 from the 15/91 ELC to Hidden Valley Parkway; adds a tolled express lane in each direction of SR-91 from east of Lincoln Avenue to the 15/91 ELC; extends the tolled express lane along eastbound SR-91 from I-15 to west of Promenade Avenue; and extends an eastbound auxiliary lane along SR-91 from west of I-15 to west of Promenade Avenue. The project also includes the addition of a toll collection system infrastructure along I-15 and SR-91. The estimated project cost is \$270 million and the project is partially funded by state funds allocated under Senate Bill (SB) 132 legislation. The connector is expected to open to traffic in 2023. <b>The FY 2022/23 budget amount is \$82,288,300.</b></p>	19,391,300	4,757,113	<p>The under run of the FY 2022/23 budget at the first quarter is due to delayed invoicing from the design builder (\$12.0 million), the toll services contractor (\$1.0 million), and lower than anticipated expended costs from the project construction management contract (\$0.8 million) and Caltrans (\$0.6 million).</p>
<p><b>Mid County Parkway (MCP) (P002302, P002317, P002320, P002324, &amp; P002328)</b> The environmental document for a new corridor from I-215 to SR-79 was approved in April 2015. The first design package is under construction. Construction of this new facility will be completed over many years as funding becomes available; the total project cost is estimated at \$1.3 to \$2.1 billion. <b>The FY 2022/23 budget amount is \$35,832,500.</b></p>	3,831,625	1,801,848	<p>The under run of the FY 2022/23 budget at the first quarter is primarily due to the following for each project:</p> <ul style="list-style-type: none"> <li>• MCP: An under run in right of way (ROW) acquisition and ROW support is due to accrual reversals not yet offset by invoices (\$0.1 million).</li> <li>• MCP I-215/Placentia Interchange: The under run is due to construction (\$0.3 million) and construction management (\$0.3 million).</li> <li>• MCP Mitigation: The first year of plant establishment was completed at the beginning of the third quarter in FY 2020/21 and the minimal under run in the first quarter of FY 2022/23 was due to mitigation property monitoring (\$0.8 million).</li> <li>• MCP2 and MCP3: The Commission approved the shift from MCP2 to MCP3 at the May 2022 Commission meeting. The underrun was due to combined ROW support services (\$0.4 million).</li> </ul>



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
QUARTERLY PROJECT STATUS  
1<sup>st</sup> QUARTER  
FOR THREE MONTHS ENDED 9/30/2022**

<b>Project Description</b>	<b>FY 2022/23 through 1<sup>st</sup> Quarter Budget</b>	<b>Expenditures through 1<sup>st</sup> Quarter Actuals</b>	<b>Project Status</b>
<b>71/91 Connector Project (P003021)</b> The project includes ROW acquisition, utility relocation, and environmental revalidation work for improvements to the 71/91 connector. The estimated project cost is \$118 million. <b>The FY 2022/23 budget amount is \$49,625,200.</b>	2,555,050	217,260	The under run of the FY 2022/23 budget at the first quarter is due to pre-construction management services (\$1.4 million), and less than anticipated expended costs for construction support (\$0.3 million) and ROW acquisition (\$0.4 million).
<b>Smart Freeways (P003051)</b> The project includes environmental clearance, design, and commence construction of a pilot project to install a smart freeway system on northbound I-15 in the city of Temecula. <b>The FY 2022/23 budget amount is \$12,533,000.</b>	587,000	(114,143)	The under run of the FY 2022/23 budget at the first quarter is due to accrual reversals not yet offset by invoices for final design (\$0.5 million) and program management (\$0.1 million).
<b>Moreno Valley-March Field station upgrade (P004026)</b> The project will remove and replace approximately 2.5 miles of existing rail and wood ties with new rail and concrete ties, remove / replace / regrade track ballast, improve track drainage, install new track signals and Positive Train Control system, connect to existing signals and communication systems, build a new second passenger loading platform, extend the existing passenger loading platform to current Metrolink station standards, and perform other improvements necessary to bring the tracks into compliance with Metrolink standards. <b>The FY 2022/23 budget amount is \$15,485,100.</b>	871,275	97,523	The under run of the FY 2022/23 budget at the first quarter is due to construction management and construction support (\$0.6 million) and accrual reversals not yet offset by invoices for final design (\$0.1 million).

This list discusses the significant capital projects (i.e., total budgeted costs in excess of \$5 million) and related status. Capital project expenditures are generally affected by lags in invoices submitted by contractors and consultants, as well as issues encountered during certain phases of the projects. The capital projects budgets tend to be based on aggressive project schedules.







**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**QUARTERLY BUDGET TO ACTUAL**  
**1ST QUARTER**  
**FOR THREE MONTHS ENDED 9/30/2022**

ATTACHMENT 2

	<b>FY 2022/23 BUDGET</b>	<b>1ST QUARTER ACTUAL</b>	<b>REMAINING BALANCE</b>	<b>PERCENT UTILIZATION</b>
Revenues				
Sales tax	\$ 415,964,600	\$ 33,428,270	\$ 382,536,330	8%
Federal reimbursements	83,605,900	(6,885,634)	90,491,534	-8%
State reimbursements	148,621,900	(11,380,984)	160,002,884	-8%
Local reimbursements	17,032,700	1,448,308	15,584,392	9%
Transportation Uniform Mitigation Fee	31,000,000	2,172,289	28,827,711	7%
Tolls, penalties, and fees	97,771,800	20,014,409	77,757,391	20%
Other revenues	707,000	164,066	542,934	23%
Investment income	1,168,400	(961,328)	2,129,728	-82%
Total revenues	<u>795,872,300</u>	<u>37,999,396</u>	<u>757,872,904</u>	<u>5%</u>
Expenditures/Expenses				
Salaries and benefits	17,367,100	3,092,035	14,275,065	18%
Professional and support				
Professional services	18,479,800	1,725,468	16,754,332	9%
Support costs	<u>18,106,200</u>	<u>3,555,590</u>	<u>14,550,610</u>	<u>20%</u>
Total Professional and support costs	<u>36,586,000</u>	<u>5,281,058</u>	<u>31,304,942</u>	<u>14%</u>
Projects and operations				
Program operations	40,556,800	1,132,973	39,423,827	3%
Engineering	28,494,200	(1,758,746)	30,252,946	-6%
Construction	224,588,900	(6,270,489)	230,859,389	-3%
Design Build	83,586,800	4,603,194	78,983,606	6%
Right of way/land	57,610,800	(3,639,343)	61,250,143	-6%
Operating and capital disbursements	210,211,900	35,870,488	174,341,412	17%
Special studies	2,216,200	44,156	2,172,044	2%
Local streets and roads	77,101,900	6,589,109	70,512,791	9%
Regional arterials	<u>30,000,000</u>	<u>(1,869,215)</u>	<u>31,869,215</u>	<u>-6%</u>
Total projects and operations	<u>754,367,500</u>	<u>34,702,127</u>	<u>719,665,373</u>	<u>5%</u>
Debt service				
Principal	31,405,000	-	31,405,000	N/A
Interest	<u>60,351,300</u>	<u>6,929,187</u>	<u>53,422,113</u>	<u>11%</u>
Total debt service	<u>91,756,300</u>	<u>6,929,187</u>	<u>84,827,113</u>	<u>8%</u>
Capital outlay	6,362,900	309,352	6,053,548	5%
Depreciation	<u>-</u>	<u>4,723,489</u>	<u>(4,723,489)</u>	<u>N/A</u>
Total Expenditures/Expenses	<u>906,439,800</u>	<u>55,037,248</u>	<u>851,402,552</u>	<u>6%</u>
Excess revenues over (under) expenditures/expenses	(110,567,500)	(17,037,852)	(93,529,648)	15%
Other financing sources/(uses)				
Transfer in	245,703,200	23,356,422	222,346,778	10%
Transfer out	<u>(245,703,200)</u>	<u>(23,356,422)</u>	<u>(222,346,778)</u>	<u>10%</u>
Total financing sources/(uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
Net change in fund balances	(110,567,500)	(17,037,852)	93,529,648	15%
Fund balance July 1, 2022	1,278,326,000	1,063,776,100	(214,549,900)	83%
Fund balance September 30, 2022	<u>\$ 1,167,758,500</u>	<u>\$ 1,046,738,248</u>	<u>\$ (121,020,252)</u>	<u>90%</u>



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**QUARTERLY BUDGET TO ACTUAL BY FUND**  
**1ST QUARTER**  
**FOR THREE MONTHS ENDED 9/30/2022**

GENERAL FUND	SPECIAL REVENUE FUNDS											
	FSP/ SAFE	MEASURE A SALES TAX			TRANSPORTATION DEVELOPMENT ACT			TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)	COACHELLA VALLEY RAIL	OTHER AGENCY PROJECTS	REGIONAL CONSERVATION	SB132
		WESTERN COUNTY	COACHELLA VALLEY	PALO VERDE VALLEY	LOCAL TRANSPORTATION FUND	STATE TRANSIT ASSISTANCE	STATE OF GOOD REPAIR					
Revenues												
Sales tax	\$ -	\$ -	\$ 17,418,290	\$ 4,204,345	\$ 89,093	\$ 11,716,542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal reimbursements	(3,525,131)	-	(3,360,503)	-	-	-	-	-	-	-	-	-
State reimbursements	1,692,729	(63,838)	(388,402)	-	-	-	(4,112)	(392,688)	-	-	-	(12,224,673)
Local reimbursements	-	(1,011)	89,135	-	-	-	-	-	-	(29,620)	1,389,804	-
Transportation Uniform Mitigation Fee	-	-	-	-	-	-	-	2,172,289	-	-	-	-
Tolls, penalties, and fees	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	68	-	134,553	-	-	-	-	4,500	-	-	-	-
Investment income	-	-	(308,502)	(57,147)	-	(114,294)	-	(114,294)	-	-	-	-
Total revenues	(1,832,334)	(64,849)	13,584,571	4,147,198	89,093	11,716,542	(114,294)	(4,112)	1,669,807	(29,620)	1,389,804	(12,224,673)
Expenditures/Expenses												
Salaries and benefits	1,494,506	45,065	568,553	-	-	-	-	39,655	21,439	16,913	511,470	60,762
Professional and support												
Professional services	552,567	(15,047)	447,086	1,565	-	2,906	5,500	35,744	6,515	1,275	417,413	11,119
Support costs	998,037	13,504	569,830	-	-	-	-	9,851	572	-	205,270	2,075
Total Professional and support costs	1,550,604	(1,543)	1,016,916	1,565	-	2,906	5,500	45,595	7,087	1,275	622,683	13,194
Projects and operations												
Program operations	4,723	527,209	1,380,811	-	-	-	-	41,187	-	31,186	176,797	97,067
Engineering	-	-	(356,553)	-	-	-	-	30,459	-	67,348	-	(1,500,000)
Construction	-	-	(2,198,646)	-	-	-	-	305,283	-	-	-	(5,343,438)
Design Build	-	-	(634,346)	-	-	-	-	-	-	-	-	4,535,598
Right of way/land	-	-	(1,601,294)	-	-	-	-	(107,272)	-	-	91,223	(2,022,000)
Operating and capital disbursements	(1,547,835)	-	1,099,273	1,816,667	-	30,673,778	3,214,210	614,395	-	-	-	-
Special studies	41,989	-	2,167	-	-	-	-	-	-	-	-	-
Local streets and roads	-	-	5,028,495	1,471,521	89,093	-	-	-	-	-	-	-
Regional arterials	-	-	-	(1,869,215)	-	-	-	-	-	-	-	-
Total projects and operations	(1,501,123)	527,209	2,719,907	1,418,973	89,093	30,673,778	3,214,210	269,657	-	98,534	268,020	(4,232,773)
Debt service												
Principal	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Total debt service	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	205,076	-	104,276	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures/Expenses	1,749,063	570,731	4,409,652	1,420,538	89,093	30,673,778	3,217,116	619,895	354,907	116,722	1,402,173	(4,158,817)
Excess revenues over (under)	(3,581,397)	(635,580)	9,174,919	2,726,660	-	(18,957,236)	(3,331,410)	(624,007)	1,314,900	(28,526)	(12,369)	(8,065,856)
Other financing sources/(uses)												
Transfer in	5,967,600	-	-	-	-	-	-	-	-	-	-	-
Transfer out	(215,100)	(54,600)	(17,954,922)	(128,400)	(5,700)	(3,964,200)	(64,200)	(39,800)	(34,200)	(6,500)	(244,700)	-
Total financing sources/(uses)	5,752,500	(54,600)	(17,954,922)	(128,400)	(5,700)	(3,964,200)	(64,200)	(39,800)	(34,200)	(6,500)	(244,700)	-
Net change in fund balances	2,171,103	(690,180)	(8,780,003)	2,598,260	(5,700)	(22,921,436)	(3,395,610)	(663,807)	1,280,700	(35,026)	(146,342)	(257,069)
Fund balance July 1, 2022	35,788,510	12,427,443	379,440,191	84,343,540	-	276,854,895	131,655,414	11,274,447	119,352,193	2,200,344	11,696	(3,933)
Fund balance September 30, 2022	\$ 37,959,613	\$ 11,737,263	\$ 370,660,188	\$ 86,941,800	\$ (5,700)	\$ 253,933,459	\$ 128,259,804	\$ 10,610,640	\$ 120,632,893	\$ 2,165,318	\$ (134,646)	\$ (261,002)
												\$ (8,451,679)



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**QUARTERLY BUDGET TO ACTUAL BY FUND**  
**1ST QUARTER**  
**FOR THREE MONTHS ENDED 9/30/2022**

	<b>ENTERPRISE FUND</b>		<b>CAPITAL PROJECTS FUNDS</b>			
	<b>15 EXPRESS LANES</b>	<b>91 EXPRESS LANES</b>	<b>COMMERCIAL PAPER</b>	<b>SALES TAX BONDS</b>	<b>DEBT SERVICE</b>	<b>COMBINED TOTAL</b>
<b>Revenues</b>						
Sales tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,428,270
Federal reimbursements	-	-	-	-	-	(6,885,634)
State reimbursements	-	-	-	-	-	(11,380,984)
Local reimbursements	-	-	-	-	-	1,448,308
Transportation Uniform Mitigation Fee	-	-	-	-	-	2,172,289
Tolls, penalties, and fees	4,587,511	15,426,898	-	-	-	20,014,409
Other revenues	24,945	-	-	-	-	164,066
Investment income	(99,200)	(588,959)	227,754	68,068	25,246	(961,328)
<b>Total revenues</b>	<b>4,513,256</b>	<b>14,837,939</b>	<b>227,754</b>	<b>68,068</b>	<b>25,246</b>	<b>37,999,396</b>
<b>Expenditures/Expenses</b>						
Salaries and benefits	116,271	217,401	-	-	-	3,092,035
Professional and support						
Professional services	118,265	140,560	-	-	-	1,725,468
Support costs	958,534	797,917	-	-	-	3,555,590
<b>Total Professional and support costs</b>	<b>1,076,799</b>	<b>938,477</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,281,058</b>
<b>Projects and operations</b>						
Program operations	56,231	(1,182,238)	-	-	-	1,132,973
Engineering	-	-	-	-	-	(1,758,746)
Construction	-	966,312	-	-	-	(6,270,489)
Design Build	-	701,942	-	-	-	4,603,194
Right of way/land	-	-	-	-	-	(3,639,343)
Operating and capital disbursements	-	-	-	-	-	35,870,488
Special studies	-	-	-	-	-	44,156
Local streets and roads	-	-	-	-	-	6,589,109
Regional arterials	-	-	-	-	-	(1,869,215)
<b>Total projects and operations</b>	<b>56,231</b>	<b>486,016</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>34,702,127</b>
<b>Debt service</b>						
Principal	-	-	-	-	-	-
Interest	750,452	6,178,735	-	-	-	6,929,187
<b>Total debt service</b>	<b>750,452</b>	<b>6,178,735</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,929,187</b>
<b>Capital outlay</b>						
Depreciation	3,178,382	1,545,107	-	-	-	4,723,489
<b>Total Expenditures/Expenses</b>	<b>5,178,135</b>	<b>9,365,736</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>55,037,248</b>
<b>Excess revenues over (under)</b>	<b>(664,879)</b>	<b>5,472,203</b>	<b>227,754</b>	<b>68,068</b>	<b>25,246</b>	<b>(17,037,852)</b>
<b>Other financing sources/(uses)</b>						
Transfer in	-	-	-	-	17,388,822	23,356,422
Transfer out	(100,800)	(543,300)	-	-	-	(23,356,422)
<b>Total financing sources/(uses)</b>	<b>(100,800)</b>	<b>(543,300)</b>	<b>-</b>	<b>-</b>	<b>17,388,822</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>(765,679)</b>	<b>4,928,903</b>	<b>227,754</b>	<b>68,068</b>	<b>17,414,068</b>	<b>(17,037,852)</b>
Fund balance July 1, 2022	249,642,077	(290,512,183)	15,043,286	25,576,707	11,067,296	1,063,776,100
<b>Fund balance September 30, 2022</b>	<b>\$ 248,876,398</b>	<b>\$ (285,583,280)</b>	<b>\$ 15,271,040</b>	<b>\$ 25,644,775</b>	<b>\$ 28,481,364</b>	<b>\$ 1,046,738,248</b>







# **AGENDA ITEM 6G**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Megan Kavand, Senior Financial Analyst Michele Cisneros, Deputy Finance Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Quarterly Investment Report

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Receive and file the Quarterly Investment Report for the quarter ended September 30, 2022.

**BACKGROUND INFORMATION:**

The Commission's quarterly investment reports have generally reflected 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.

As a result of significant project financings such as the State Route 91 Corridor Improvement Project (91 Project or 91 CIP) and the Interstate 15 Express Lanes Project (I-15 ELP), the Commission engaged MetLife Investment Management, LLC, formerly Logan Circle Partners, L.P. (MetLife), as the investment manager for the bond proceeds and other required funds. Additionally, the Commission engaged Payden & Rygel Investment Management (Payden & Rygel) to make specific investments for Commission operating funds. The Commission approved initial agreements with the investment managers in May 2013 following a competitive procurement and has extended the agreements through the annual recurring contracts process.

MetLife invested the debt proceeds and subsequent other required contributions for the 91 Project and I-15 ELP in separate accounts of the Short-Term Actively Managed Program (STAMP). The Commission completed the 91 Project financing in 2013, the I-15 ELP and 91 Project completion financing (2017 Financing) in July 2017 and the 2021 91 Project refinancing (2021 Financing) in October 2021. Consistent with financing expectations, the Commission expended all 91 Project debt proceeds and equity contributions, except for the toll revenue bonds debt service reserve, and after commencement of operations, established other required accounts. The Commission continues to expend the 2017 Financing bond proceeds on the I-15 ELP and funded required reserve accounts.



The quarterly investment report for the first quarter of FY 2022/23, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2017 Financing, 2021 Financing and available operating cash. As of September 30, 2022, the Commission's cash and investments were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS
Operating	\$ 799,688,859
Trust	258,354,859
Commission-managed	152,940,986
STAMP for 91 CIP	55,906,403
STAMP for 2017 Financing	37,989,486
<b>Total</b>	<b>\$ 1,304,880,594</b>

The quarterly investment report includes the following information:

- Investment Portfolio Report;
- 91 CIP STAMP Portfolio Statements;
- 2017 Financing STAMP Portfolio Statements;
- MetLife Short Duration Third Quarter 2022 Review;
- Payden & Rygel Operating Portfolio Statement;
- Payden & Rygel Operating Portfolio Third Quarter 2022 Review; and
- County of Riverside Investment Report for the Quarter Ended September 30, 2022.

As of September 30, 2022, the Commission's cash and investments are in compliance with both the Commission's investment policy adopted on December 10, 2021, and permitted investments described in the indenture for the Commission's sales tax revenue bonds and the master indentures 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.

**Attachments:**

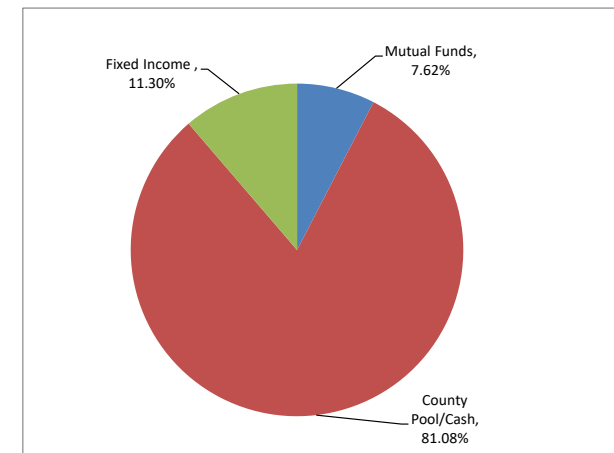
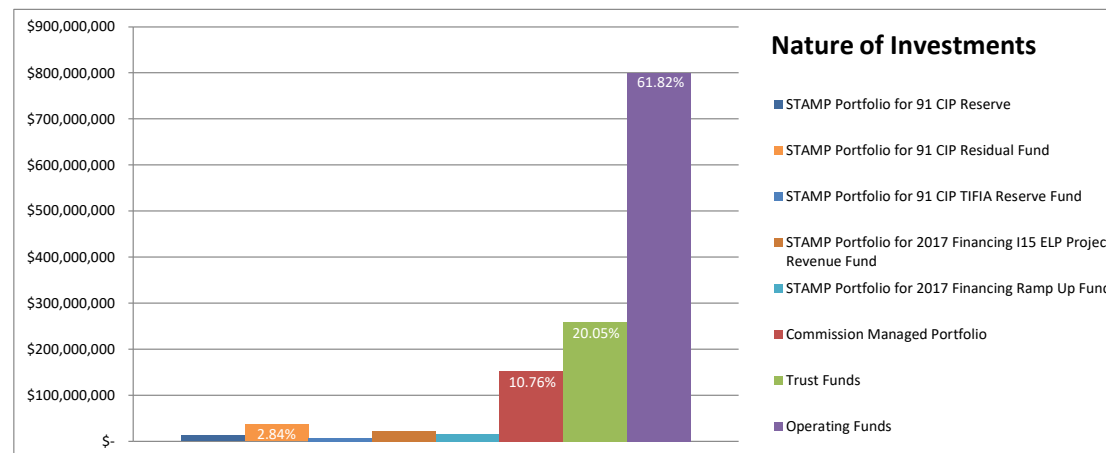
- 1) Investment Portfolio Report
- 2) 91 CIP STAMP Portfolio Statements
- 3) 2017 Financing STAMP Portfolio Statements
- 4) Payden & Rygel Operating Portfolio Statement
- 5) MetLife Short Duration Quarterly Review
- 6) Payden & Rygel Operating Portfolio Quarterly Review
- 7) County of Riverside Investment Report



# ATTACHMENT 1

Riverside County Transportation Commission  
Investment Portfolio Report  
Period Ended: September 30, 2022

	FAIR VALUE	FINANCIAL INSTITUTION	STATEMENTS	RATING MOODYS / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
<b>OPERATING FUNDS</b>												
City National Bank Deposits	9,595,668	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	790,093,191	County Treasurer	Available upon request						See attached report for details			
<b>Subtotal Operating Funds</b>	<b>799,688,859</b>											
<b>FUNDS HELD IN TRUST</b>												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	258,354,859	County Treasurer	Available upon request						See attached report for details			
<b>Subtotal Funds Held in Trust</b>	<b>258,354,859</b>											
<b>COMMISSION MANAGED PORTFOLIO</b>												
US Bank Payden & Rygel Operating	53,502,642	US Bank	Attached						See attached report for details			
First American Government Obligation Fund	99,438,344	US Bank	Available upon request	N/A	N/A				N/A			
<b>Subtotal Commission Managed Portfolio</b>	<b>152,940,986</b>											
<b>STAMP PORTFOLIO for 91 CIP</b>												
2013 Series A & Series B Reserve Fund	12,204,258	US Bank	Attached						See attached report for details			
2021 Series B Reserve Fund	36,456,685	US Bank	Attached						See attached report for details			
2021 Series C Reserve Fund	7,245,459	US Bank	Attached						See attached report for details			
<b>Subtotal STAMP Portfolio - 91 CIP</b>	<b>55,906,403</b>											
<b>STAMP PORTFOLIO for 2017 Financing</b>												
Sales Tax I15 ELP Project Revenue Fund	22,876,220	US Bank	Attached						See attached report for details			
Ramp Up Fund	15,113,266	US Bank	Attached						See attached report for details			
<b>Subtotal STAMP Portfolio - 2017 Financing</b>	<b>37,989,486</b>											
<b>TOTAL All Cash and Investments</b>	<b>\$ 1,304,880,594</b>											










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**ACCOUNT NUMBER: 256350023**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
**TOLL REVENUE SENIOR LIEN BONDS**  
**2013 SERIES A AND 2013 SERIES B**  
**2013A AND B RESERVE ACCOUNT**

 This statement is for the period from  
 September 1, 2022 to September 30, 2022

**ASSET DETAIL AS OF 09/30/22**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Cash Equivalents</b>					
125,000.000	Federal Home Loan Bks Discount Note 10/13/2022 313385K47	124,896.25 99.9170	124,878.13 99.90	1.0 .00	0.01
26,723.180	First American Government Oblig Fd Cl D #3802 31846V401	26,723.18 1.0000	26,723.18 1.00	0.2 2.31	618.11
<b>Total Cash Equivalents</b>		<b>\$151,619.43</b>	<b>\$151,601.31</b>	<b>1.2</b>	<b>\$618.12</b>
<b>US Government Issues</b>					
224,186.990	F H L M C Multiclass Mtg Partn C M O Ser K026 Cl A2 2.510 11/25/2022 3137B1BS0 Standard & Poors Rating: N/A Moody's Rating: N/A	223,689.29 99.7780	225,817.37 100.73	1.8 2.52	5,627.09
74,734.950	F H L M C Multiclass Mtg Partn C M O Ser K S01 Cl A2 2.522 01/25/2023 3137B1U75 Standard & Poors Rating: N/A Moody's Rating: N/A	74,477.86 99.6560	75,984.11 101.67	0.6 2.53	1,884.81
196,407.940	F H L M C Multiclass Mtg Partn C M O Ser K027 Cl A2 2.637 01/25/2023 3137B1UG5 Standard & Poors Rating: N/A Moody's Rating: N/A	195,755.87 99.6680	202,493.64 103.10	1.6 2.65	5,179.28
37,242.750	F H L M C Multiclass Mtg Partn C M O Ser K029 Cl A2 3.320 02/25/2023 3137B36J2 Standard & Poors Rating: N/A Moody's Rating: N/A	37,107.19 99.6360	37,346.73 100.28	0.3 3.33	1,236.46
27,826.060	F N M A Partn Cert Pool #A13382 2.355 03/01/2023 3138EKXL4 Standard & Poors Rating: N/A Moody's Rating: N/A	27,775.14 99.8170	27,825.16 100.00	0.2 2.40	667.27





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This statement is for the period from  
September 1, 2022 to September 30, 2022

### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
17,287.150	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 M6 Cl 2A 03/25/2023 Var 3136AC7J4 Standard & Poors Rating: N/A Moody's Rating: N/A	17,125.34 99.0640	17,106.53 98.96	0.1 2.70	461.91
17,594.390	F N M A Partn Cert Pool #Bm1757 2.493 04/01/2023 3140J55T2 Standard & Poors Rating: N/A Moody's Rating: N/A	17,549.70 99.7460	17,591.29 99.98	0.1 2.42	424.55
5,327.580	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 36 Cl KC 1.500 04/25/2023 3136ADFF1 Standard & Poors Rating: N/A Moody's Rating: N/A	5,292.15 99.3350	5,251.00 98.56	0.0 1.51	79.91
9,300.560	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 M14 Cl Apt 04/25/2023 Var 3136AHAE0 Standard & Poors Rating: N/A Moody's Rating: N/A	9,235.64 99.3020	9,322.10 100.23	0.1 2.70	249.72
1,385,000.000	U S Treasury Note 07/31/2023 Var 91282CCQ2 Standard & Poors Rating: N/A Moody's Rating: Aaa	1,386,551.20 100.1120	1,385,319.97 100.02	11.3 .00	0.14
625,000.000	U S Treasury Note 0.125 10/15/2023 91282CAP6 Standard & Poors Rating: N/A Moody's Rating: Aaa	598,681.25 95.7890	614,809.57 98.37	4.9 .13	781.25
1,900,000.000	U S Treasury Note 10/31/2023 Var 91282CDE8 Standard & Poors Rating: N/A Moody's Rating: Aaa	1,901,919.00 100.1010	1,902,574.13 100.14	15.6 .32	6,175.00
180,000.000	U S Treasury Note 0.125 12/15/2023 91282CBA8 Standard & Poors Rating: N/A Moody's Rating: Aaa	171,280.80 95.1560	179,444.53 99.69	1.4 .13	225.00







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This statement is for the period from  
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### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
25,772.870	F H L M C Multiclass Mtg Partn C M O Ser K729 CI A1 2.951 02/25/2024 3137FCM35 Standard & Poors Rating: N/A Moody's Rating: Aaa	25,596.07 99.3140	25,899.66 100.49	0.2 2.97	760.56
301,052.850	F H L M C Multiclass Mtg Partn C M O Ser K726 CI A2 2.905 04/25/2024 3137BYPQ7 Standard & Poors Rating: AAA Moody's Rating: N/A	294,080.47 97.6840	306,612.05 101.85	2.4 2.97	8,745.59
1,000,000.000	U S Treasury Note 0.250 06/15/2024 91282CCG4 Standard & Poors Rating: N/A Moody's Rating: Aaa	934,020.00 93.4020	951,875.00 95.19	7.7 .27	2,500.00
17,352.310	F N M A Gtd R E M I C Pass Thru C M O Ser 2014 M13 CI A2 3.021 08/25/2024 3136ALYF2 Standard & Poors Rating: N/A Moody's Rating: N/A	16,885.36 97.3090	17,301.48 99.71	0.1 3.10	524.21
119,398.090	F H L M C Multiclass Mtg Partn C M O Ser Q 015 CI A 08/26/2024 Var 3137FYUR5 Standard & Poors Rating: N/A Moody's Rating: N/A	118,981.39 99.6510	119,422.82 100.02	1.0 2.08	2,476.94
39,854.780	F H L M C Multiclass Mtg Partn C M O Ser Kbx1 CI A1 2.920 09/25/2024 3137F4CY6 Standard & Poors Rating: N/A Moody's Rating: N/A	38,678.67 97.0490	41,624.53 104.44	0.3 .54	210.82
760,000.000	U S Treasury Note 2.250 11/15/2024 912828G38 Standard & Poors Rating: N/A Moody's Rating: Aaa	729,007.20 95.9220	770,127.32 101.33	6.0 2.35	17,100.00
70,000.000	F H L M C M T N 4.000 12/30/2024 3134GXA61 Standard & Poors Rating: AA+ Moody's Rating: Aaa	69,022.80 98.6040	70,000.00 100.00	0.6 4.06	2,800.00





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This statement is for the period from  
September 1, 2022 to September 30, 2022

## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
134,886.100	F H L M C Multiclass Mtg Partn C M O Ser K050 Cl A1 2.802 01/25/2025 3137BLW87 Standard & Poors Rating: N/A Moody's Rating: N/A	131,790.46 97.7050	139,010.05 103.06	1.1 2.87	3,779.51
125,000.000	F H L M C M T N 4.000 02/28/2025 3134GXS88 Standard & Poors Rating: AA+ Moody's Rating: Aaa	123,581.25 98.8650	125,000.00 100.00	1.0 4.05	5,000.00
365,000.000	U S Treasury Note 0.500 03/31/2025 912828ZF0 Standard & Poors Rating: N/A Moody's Rating: Aaa	332,993.15 91.2310	362,889.84 99.42	2.7 .55	1,825.00
175,000.000	F H L M C Multiclass Mtg Partn C M O Ser Kplb Cl A 2.770 05/25/2025 3137BJQ71 Standard & Poors Rating: N/A Moody's Rating: N/A	166,727.75 95.2730	188,024.41 107.44	1.4 2.91	4,847.43
15,000.000	F H L M C Multiclass Mtg Partn C M O Ser K047 Cl A2 3.329 05/25/2025 3137BKRJ1 Standard & Poors Rating: N/A Moody's Rating: N/A	14,517.60 96.7840	14,944.34 99.63	0.1 3.44	499.35
37,000.000	F H L M C Multiclass Mtg Partn C M O Ser K048 Cl A2 06/25/2025 Var 3137BLAC2 Standard & Poors Rating: N/A Moody's Rating: N/A	35,756.80 96.6400	40,815.63 110.31	0.3 3.40	1,215.08
86,124.510	F N M A Gtd R E M I C Pass Thru C M O Ser 2015 M13 Cl A2 2.800 06/25/2025 3136AQLH7 Standard & Poors Rating: N/A Moody's Rating: N/A	81,997.42 95.2080	85,101.79 98.81	0.7 2.84	2,331.16
300,000.000	F H L M C M T N 0.600 08/12/2025 3134GWND4 Standard & Poors Rating: N/A Moody's Rating: Aaa	269,220.00 89.7400	299,580.00 99.86	2.2 .67	1,800.00







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This statement is for the period from  
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### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
75,000.000	F H L M C Multiclass Mtg Partn C M O Ser K733 Cl A2 08/25/2025 Var 3137FJXQ7 Standard & Poors Rating: N/A Moody's Rating: N/A	73,101.75 97.4690	73,924.81 98.57	0.6 3.85	2,812.50
970,000.000	U S Treasury Note 0.250 09/30/2025 91282CAM3 Standard & Poors Rating: N/A Moody's Rating: Aaa	862,087.50 88.8750	957,882.03 98.75	7.1 .28	2,425.00
134,775.490	F N M A Gtd R E M I C Pass Thru C M O Ser 2016 M3 Cl A2 2.702 02/25/2026 3136ARTE8 Standard & Poors Rating: N/A Moody's Rating: N/A	126,841.26 94.1130	133,153.98 98.80	1.0 2.87	3,641.63
43,865.600	F N M A Partn Cert Pool #An1613 2.550 07/01/2026 3138LDYK3 Standard & Poors Rating: N/A Moody's Rating: N/A	40,926.60 93.3000	42,912.99 97.83	0.3 2.73	1,118.57
15,999.580	G N M A Gtd R E M I C Pass Thru C M O Ser 2011 158 Cl Ca 3.000 10/20/2026 38378AU90 Standard & Poors Rating: N/A Moody's Rating: N/A	15,920.70 99.5070	16,166.52 101.04	0.1 3.01	479.99
55,000.000	F H L M C Multiclass Mtg Partn C M O Ser K062 Cl A2 3.413 12/25/2026 3137BUX60 Standard & Poors Rating: N/A Moody's Rating: N/A	52,566.80 95.5760	55,023.63 100.04	0.4 3.57	1,877.15
28,956.770	F N M A Gtd R E M I C Pass Thru C M O Ser 2017 M4 Cl A2 12/25/2026 Var 3136AVY52 Standard & Poors Rating: N/A Moody's Rating: N/A	26,775.75 92.4680	27,029.34 93.34	0.2 2.85	764.17
51,061.890	G N M A I I Pass Thru Cert Pool #005276 3.000 01/20/2027 36202F2H8 Standard & Poors Rating: N/A Moody's Rating: N/A	49,666.37 97.2670	51,485.12 100.83	0.4 3.08	1,531.86





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This statement is for the period from  
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### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
56,923.550	F N M A Partn Cert Pool #BI5365 2.110 02/01/2027 3140HW6B3 Standard & Poors Rating: N/A Moody's Rating: N/A	51,579.00 90.6110	52,245.14 91.78	0.4 2.33	1,201.09
27,607.380	G N M A I I Pass Thru Cert Pool #005300 3.000 02/20/2027 36202F3H7 Standard & Poors Rating: N/A Moody's Rating: N/A	26,836.58 97.2080	28,181.09 102.08	0.2 3.09	828.22
23,311.920	G N M A Partn Cert Pool #779250 3.000 05/15/2027 36176XQB8 Standard & Poors Rating: N/A Moody's Rating: N/A	22,648.70 97.1550	23,899.16 102.52	0.2 3.09	699.36
41,633.280	G N M A I I Partn Cert Pool #Ma0138 2.500 06/20/2027 36179MEK2 Standard & Poors Rating: N/A Moody's Rating: N/A	39,990.01 96.0530	41,389.01 99.41	0.3 2.60	1,040.83
32,513.620	G N M A Gtd R E M I C Pass Thru C M O Ser 2012 96 Cl Ad 1.500 08/20/2027 38378HAU0 Standard & Poors Rating: N/A Moody's Rating: N/A	30,610.92 94.1480	32,815.49 100.93	0.3 1.59	487.70
23,869.730	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 102 Cl Bj 1.500 09/15/2027 3136A8SX9 Standard & Poors Rating: N/A Moody's Rating: N/A	22,454.26 94.0700	24,115.05 101.03	0.2 1.59	358.05
25,557.260	G N M A I I Pass Thru Cert Pool #Ma0601 2.500 12/20/2027 36179MU24 Standard & Poors Rating: N/A Moody's Rating: N/A	24,461.88 95.7140	26,056.07 101.95	0.2 2.61	638.93
250,000.000	F H L M C Multiclass Mtg Partn C M O Ser K073 Cl A2 3.350 01/25/2028 3137FETN0 Standard & Poors Rating: N/A Moody's Rating: N/A	236,110.00 94.4440	246,718.75 98.69	1.9 .43	1,006.20







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### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
34,718.730	G N M A I I Pass Thru Cert Pool #Ma0756 2.500 02/20/2028 36179MZV5 Standard & Poors Rating: N/A Moody's Rating: N/A	33,166.11 95.5280	35,408.48 101.99	0.3 2.62	867.97
17,766.040	G N M A I I Pass Thru Cert Pool #Ma0909 3.000 04/20/2028 36179NAJ7 Standard & Poors Rating: N/A Moody's Rating: N/A	17,195.22 96.7870	18,236.21 102.65	0.1 3.10	532.98
27,623.410	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 70 Cl Dg 1.750 07/25/2028 3136AEY84 Standard & Poors Rating: N/A Moody's Rating: N/A	26,178.71 94.7700	27,949.14 101.18	0.2 1.85	483.41
50,000.000	F N M A Partn Cert Pool #109412 3.680 08/01/2028 313637N55 Standard & Poors Rating: N/A Moody's Rating: N/A	47,975.50 95.9510	48,171.88 96.34	0.4 3.83	1,840.00
56,263.920	G N M A II Partn Cert Pool #Ma1202 2.500 08/20/2028 36179NKP2 Standard & Poors Rating: N/A Moody's Rating: N/A	53,576.76 95.2240	57,521.51 102.24	0.4 2.63	1,406.60
5,885.130	F H L M C Multiclass Mtg Partn C M O Ser 4257 Cl Ek 2.500 10/15/2028 3137B5A60 Standard & Poors Rating: N/A Moody's Rating: N/A	5,733.23 97.4190	5,818.93 98.88	0.1 2.57	147.13
185,000.000	Federal Home Loan Bks 3.250 11/16/2028 3130AFFX0 Standard & Poors Rating: AA+ Moody's Rating: Aaa	176,521.45 95.4170	205,766.25 111.23	1.5 3.41	6,012.50
37,885.310	F N M A Partn Cert Pool #BI1077 4.000 12/01/2028 3140HSFT3 Standard & Poors Rating: N/A Moody's Rating: N/A	36,901.43 97.4030	39,277.54 103.67	0.3 4.11	1,515.41





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### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
16,914.190	F N M A Partn Cert Pool #Al5851 3.500 10/01/2029 3138ENQD4 Standard & Poors Rating: N/A Moody's Rating: N/A	16,117.70 95.2910	17,701.00 104.65	0.1 3.67	592.00
59,408.730	F N M A Partn Cert Pool #As4860 2.500 05/01/2030 3138WEMJ5 Standard & Poors Rating: N/A Moody's Rating: N/A	55,129.52 92.7970	61,389.77 103.33	0.5 2.69	1,485.22
90,000.000	U S Treasury Note 0.625 08/15/2030 91282CAE1 Standard & Poors Rating: N/A Moody's Rating: Aaa	70,520.40 78.3560	87,148.83 96.83	0.6 .80	562.50
27,580.000	F H L M C Partn Cert Mirror Pool #Zs8585 3.000 10/01/2030 3132A9RE9 Standard & Poors Rating: N/A Moody's Rating: N/A	25,978.15 94.1920	27,218.42 98.69	0.2 3.18	827.40
250,757.670	F H L M C Partn Cert Umbs Pool #Zt1963 3.500 11/01/2030 3132AEFC5 Standard & Poors Rating: N/A Moody's Rating: N/A	237,943.95 94.8900	261,849.64 104.42	2.0 3.69	8,776.52
37,043.160	F N M A Partn Cert Pool #Al7688 3.500 11/01/2030 3138EQRJ3	35,224.71 95.0910	38,805.45 104.76	0.3 3.68	1,296.51
193,191.170	F N M A Partn Cert Umbs Pool #Ma4309 2.000 03/01/2031 31418DYF3 Standard & Poors Rating: N/A Moody's Rating: N/A	173,441.24 89.7770	198,268.69 102.63	1.4 2.23	3,863.82
53,824.320	F N M A Partn Cert Pool #Al8561 3.500 06/01/2031 3138ETQP4 Standard & Poors Rating: N/A Moody's Rating: N/A	51,211.69 95.1460	56,734.43 105.41	0.4 3.68	1,883.85







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**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
137,991.040	F N M A Partn Cert Pool #Ma2803 2.500 11/01/2031 31418CDH4 Standard & Poors Rating: N/A Moody's Rating: N/A	128,032.23 92.7830	143,070.45 103.68	1.1 2.69	3,449.78
130,494.190	F H L M C Partn Cert Pool #Zs8063 2.500 09/01/2032 3132A85Y1 Standard & Poors Rating: N/A Moody's Rating: N/A	121,084.25 92.7890	135,001.20 103.45	1.0 2.69	3,262.35
43,138.230	F N M A Partn Cert Umbs Pool #Bm3956 3.000 12/01/2032 3140J8ME0 Standard & Poors Rating: N/A Moody's Rating: N/A	40,709.98 94.3710	45,185.44 104.75	0.3 3.18	1,294.15
50,112.180	F H L M C Partn Cert Pool #Zt1970 3.500 04/01/2033 3132AEFK7 Standard & Poors Rating: N/A Moody's Rating: N/A	47,512.36 94.8120	53,024.99 105.81	0.4 3.69	1,753.93
48,052.290	F H L M C Partn Cert Umbs Pool #Sb8026 2.500 12/01/2034 3132D54K5 Standard & Poors Rating: N/A Moody's Rating: N/A	43,717.49 90.9790	45,832.10 95.38	0.4 2.75	1,201.31
130,548.170	F N M A Partn Cert Pool #Fm6017 3.000 02/01/2035 3140X9VK8 Standard & Poors Rating: N/A Moody's Rating: N/A	123,050.79 94.2570	137,430.66 105.27	1.0 3.18	3,916.45
56,908.700	F N M A Partn Cert Umbs Pool #Ma4112 3.000 08/01/2035 31418DSA1 Standard & Poors Rating: N/A Moody's Rating: N/A	52,907.45 92.9690	55,918.29 98.26	0.4 3.23	1,707.26
26,606.230	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 105 Cl A 1.705 02/16/2037 38378KXW4 Standard & Poors Rating: N/A Moody's Rating: N/A	26,137.43 98.2380	0.20 0.00	0.2 1.74	453.64



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**2013 SERIES A AND 2013 SERIES B**  
**2013A AND B RESERVE ACCOUNT**This statement is for the period from  
September 1, 2022 to September 30, 2022**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
32,786.600	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 4 Cl Pd 3.000 01/16/2039 38376T5Z1 Standard & Poors Rating: N/A Moody's Rating: N/A	31,802.02 96.9970	8,593.13 26.21	0.3 3.09	983.60
23,457.150	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 166 Cl Gp 3.000 04/20/2039 38377RVK8 Standard & Poors Rating: N/A Moody's Rating: N/A	23,154.79 98.7110	11,590.77 49.41	0.2 3.04	703.71
13,293.280	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 6 Cl Ab 3.000 11/20/2039 38376TTT9 Standard & Poors Rating: N/A Moody's Rating: N/A	13,006.68 97.8440	13,467.61 101.31	0.1 3.07	398.80
14,857.930	G N M A Gtd R E M I C Pass Thru C M O Ser 2011 136 Cl Ga 2.000 05/20/2040 38377YTL4 Standard & Poors Rating: N/A Moody's Rating: N/A	14,660.77 98.6730	14,695.06 98.90	0.1 2.03	297.16
7,171.350	G N M A Gtd R E M I C Pass Thru C M O Ser 2011 18 Cl Pg 3.000 08/20/2040 38377QKH9 Standard & Poors Rating: N/A Moody's Rating: N/A	7,078.12 98.7000	7,239.38 100.95	0.1 3.04	215.14
10,732.210	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 47 Cl Ec 1.500 12/20/2040 38378JZD7 Standard & Poors Rating: N/A Moody's Rating: N/A	10,498.14 97.8190	10,598.06 98.75	0.1 1.53	160.98
41,331.370	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 71 Cl Ga 2.500 07/20/2041 38378TAF7 Standard & Poors Rating: N/A Moody's Rating: N/A	40,057.12 96.9170	0.16 0.00	0.3 2.58	1,033.28
41,471.120	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 116 Cl Ma 2.250 12/16/2041 38378VC45 Standard & Poors Rating: N/A Moody's Rating: N/A	40,037.46 96.5430	39,974.28 96.39	0.3 2.33	933.10







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This statement is for the period from  
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### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
25,965.760	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 148 Cl Mc 2.000 11/25/2042 3136ABNZ2 Standard & Poors Rating: N/A Moody's Rating: N/A	25,148.36 96.8520	26,352.28 101.49	0.2 2.06	519.32
13,666.380	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 78 Cl Ag 2.388 07/16/2043 38378KRS0 Standard & Poors Rating: N/A Moody's Rating: N/A	13,567.71 99.2780	13,194.47 96.55	0.1 2.41	326.43
16,252.230	G N M A Gtd R E M I C Pass Thru C M O Ser 2018 153 Cl Wj 3.000 11/20/2045 38381AZ58 Standard & Poors Rating: N/A Moody's Rating: N/A	15,956.93 98.1830	16,335.92 100.51	0.1 3.06	487.57
41,776.880	G N M A Gtd R E M I C Pass Thru C M O Ser 2016 147 Cl Da 3.000 04/20/2046 38380AZ34 Standard & Poors Rating: N/A Moody's Rating: N/A	39,096.06 93.5830	42,129.98 100.85	0.3 3.21	1,253.31
355,925.880	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 74 Cl Al 12/16/2046 Var 38378KSL4 Standard & Poors Rating: N/A Moody's Rating: N/A	336,880.29 94.6490	161,986.38 45.51	2.8 2.73	9,198.51
9,701.350	F N M A Partn Cert Pool #Bm6007 06/01/2049 Var 3140JAU97 Standard & Poors Rating: N/A Moody's Rating: N/A	9,683.79 99.8190	9,994.94 103.03	0.1 2.60	251.85
38,283.340	G N M A Gtd R E M I C Pass Thru C M O Ser 2015 29 Cl Ad 09/16/2055 Var 38379KDN5 Standard & Poors Rating: N/A Moody's Rating: N/A	34,167.88 89.2500	37,305.34 97.45	0.3 2.83	967.42
<b>Total US Government Issues</b>		<b>\$12,052,638.77</b>	<b>\$12,308,300.49</b>	<b>98.8</b>	<b>\$167,182.16</b>
<b>Total Assets</b>		<b>\$12,204,258.20</b>	<b>\$12,459,901.80</b>	<b>100.0</b>	<b>\$167,800.28</b>





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September 1, 2022 to September 30, 2022

## TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	<b>Beginning Balance 09/01/2022</b>	<b>- \$697.92</b>	<b>\$697.92</b>	<b>\$12,448,392.64</b>
09/01/22	Interest Earned On First Am Govt Ob Fd Cl D Interest From 8/1/22 To 8/31/22 31846V401	374.82		
09/02/22	Purchased 374.82 Units Of First Am Govt Ob Fd Cl D Trade Date 9/2/22 31846V401		- 374.82	374.82
09/15/22	Interest Earned On F H L M C Mltcl Mtg 2.500% 10/15/28 \$0.00208/Pv On 6,242.79 Pv Due 9/15/22 3137B5A60	13.01		
09/15/22	Paid Down 357.66 Par Value Of F H L M C Mltcl Mtg 2.500% 10/15/28 Trade Date 9/15/22 3137B5A60		357.66	- 353.64
09/15/22	Amortized Premium On G N M A #779250 3.000% 5/15/27 Fed Basis Decreased By 24.04 USD To 24,668.99 USD 9/15/22 Current Year Amortization 36176XQB8			- 24.04
09/15/22	Paid Down 750.91 Par Value Of G N M A #779250 3.000% 5/15/27 For Record Date Of August Due 9/15/22 August GNMA Due 9/15/22 36176XQB8		750.91	- 769.83
09/15/22	Interest Earned On G N M A #779250 3.000% 5/15/27 August GNMA Due 9/15/22 36176XQB8	60.16		
09/15/22	Purchased 1,181.74 Units Of First Am Govt Ob Fd Cl D Trade Date 9/15/22 31846V401		- 1,181.74	1,181.74
09/16/22	Amortized Premium On G N M A Gtd Remic 3.000% 1/16/39 Fed Basis Decreased By 4.20 USD To 8,955.28 USD 9/16/22 Current Year Amortization 38376T5Z1			- 4.20
09/16/22	Interest Earned On G N M A Gtd Remic 3.000% 1/16/39 \$0.00250/Pv On 34,125.91 Pv Due 9/16/22 38376T5Z1	85.31		
09/16/22	Paid Down 1,339.31 Par Value Of G N M A Gtd Remic 3.000% 1/16/39 Trade Date 9/16/22 38376T5Z1		1,339.31	- 362.15







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September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/16/22	Interest Earned On G N M A Gtd Remic 2.38858% 7/16/43 \$0.00199/Pv On 20,106.52 Pv Due 9/16/22 38378KRS0	40.02		
09/16/22	Paid Down 6,440.14 Par Value Of G N M A Gtd Remic 2.38858% 7/16/43 Trade Date 9/16/22 38378KRS0		6,440.14	- 6,217.75
09/16/22	Interest Earned On G N M A Gtd Remic 2.604% 12/16/46 \$0.00215/Pv On 357,378.77 Pv Due 9/16/22 38378KSL4	769.67		
09/16/22	Paid Down 1,452.89 Par Value Of G N M A Gtd Remic 2.604% 12/16/46 Trade Date 9/16/22 38378KSL4		1,452.89	- 661.22
09/16/22	Interest Earned On G N M A Gtd Remic 1.705% 2/16/37 \$0.00142/Pv On 27,084.24 Pv Due 9/16/22 38378KXW4	38.48		
09/16/22	Paid Down 478.01 Par Value Of G N M A Gtd Remic 1.705% 2/16/37 Trade Date 9/16/22 38378KXW4		478.01	
09/16/22	Interest Earned On G N M A Gtd Remic 2.250% 12/16/41 \$0.00188/Pv On 43,123.52 Pv Due 9/16/22 38378VC45	80.86		
09/16/22	Paid Down 1,652.4 Par Value Of G N M A Gtd Remic 2.250% 12/16/41 Trade Date 9/16/22 38378VC45		1,652.40	- 1,592.76
09/16/22	Interest Earned On G N M A Gtd Remic 2.527% 9/16/55 \$0.00211/Pv On 38,360.16 Pv Due 9/16/22 38379KDN5	80.79		
09/16/22	Paid Down 76.82 Par Value Of G N M A Gtd Remic 2.527% 9/16/55 Trade Date 9/16/22 38379KDN5		76.82	- 74.86
09/16/22	Cash Disbursement Transfer To Principal Income Earnings	- 845.20		
09/16/22	Cash Receipt Transfer From Income Income Earnings		845.20	
09/16/22	Purchased 12,534.7 Units Of First Am Govt Ob Fd Cl D Trade Date 9/16/22 31846V401		- 12,534.70	12,534.70





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Amortized Premium On G N M A I I #Ma0138 2.500% 6/20/27 Fed Basis Decreased By 95.35 USD To 42,535.86 USD 9/20/22 Current Year Amortization 36179MEK2			- 95.35
09/20/22	Paid Down 1,153.62 Par Value Of G N M A I I #Ma0138 2.500% 6/20/27 P & I Due 09/20/22 36179MEK2		1,153.62	- 1,146.85
09/20/22	Interest Earned On G N M A I I #Ma0138 2.500% 6/20/27 P & I Due 09/20/22 36179MEK2	89.14		
09/20/22	Amortized Premium On G N M A I I #Ma0601 2.500% 12/20/27 Fed Basis Decreased By 18.12 USD To 26,958.51 USD 9/20/22 Current Year Amortization 36179MU24			- 18.12
09/20/22	Paid Down 885.16 Par Value Of G N M A I I #Ma0601 2.500% 12/20/27 P & I Due 09/20/22 36179MU24		885.16	- 902.44
09/20/22	Interest Earned On G N M A I I #Ma0601 2.500% 12/20/27 P & I Due 09/20/22 36179MU24	55.09		
09/20/22	Amortized Premium On G N M A I I #Ma0756 2.500% 2/20/28 Fed Basis Decreased By 24.27 USD To 36,441.34 USD 9/20/22 Current Year Amortization 36179MZV5			- 24.27
09/20/22	Paid Down 1,012.74 Par Value Of G N M A I I #Ma0756 2.500% 2/20/28 P & I Due 09/20/22 36179MZV5		1,012.74	- 1,032.86
09/20/22	Interest Earned On G N M A I I #Ma0756 2.500% 2/20/28 P & I Due 09/20/22 36179MZV5	74.44		
09/20/22	Amortized Premium On G N M A I I #Ma1202 2.500% 8/20/28 Fed Basis Decreased By 41.33 USD To 59,007.88 USD 9/20/22 Current Year Amortization 36179NKP2			- 41.33
09/20/22	Paid Down 1,453.88 Par Value Of G N M A I I #Ma1202 2.500% 8/20/28 P & I Due 09/20/22 36179NKP2		1,453.88	- 1,486.37







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Interest Earned On G N M A II #Ma1202 2.500% 8/20/28 P & I Due 09/20/22 36179NKP2	120.25		
09/20/22	Purchased 4,844.32 Units Of First Am Govt Ob Fd Cl D Trade Date 9/20/22 31846V401		- 4,844.32	4,844.32
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 11/20/39 \$0.00250/Pv On 13,759.46 Pv Due 9/20/22 38376TTT9	34.40		
09/20/22	Amortized Premium On G N M A Gtd Remic 3.000% 11/20/39 Fed Basis Decreased By 3.08 USD To 13,939.90 USD 9/20/22 Current Year Amortization 38376TTT9			- 3.08
09/20/22	Paid Down 466.18 Par Value Of G N M A Gtd Remic 3.000% 11/20/39 Trade Date 9/20/22 38376TTT9		466.18	- 472.29
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 8/20/40 \$0.00250/Pv On 7,580.90 Pv Due 9/20/22 38377QKH9	18.95		
09/20/22	Amortized Premium On G N M A Gtd Remic 3.000% 8/20/40 Fed Basis Decreased By 1.19 USD To 7,652.81 USD 9/20/22 Current Year Amortization 38377QKH9			- 1.19
09/20/22	Paid Down 409.55 Par Value Of G N M A Gtd Remic 3.000% 8/20/40 Trade Date 9/20/22 38377QKH9		409.55	- 413.43
09/20/22	Amortized Premium On G N M A Gtd Remic 3.000% 4/20/39 Fed Basis Decreased By 1.00 USD To 12,066.08 USD 9/20/22 Current Year Amortization 38377RVK8			- 1.00
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 4/20/39 \$0.00250/Pv On 24,419.10 Pv Due 9/20/22 38377RVK8	61.05		
09/20/22	Paid Down 961.95 Par Value Of G N M A Gtd Remic 3.000% 4/20/39 Trade Date 9/20/22 38377RVK8		961.95	- 475.31





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Amortized Premium On G N M A Gtd Remic 2.000% 5/20/40 Fed Basis Decreased By 1.19 USD To 15,145.71 USD 9/20/22 Current Year Amortization 38377YTL4			- 1.19
09/20/22	Interest Earned On G N M A Gtd Remic 2.000% 5/20/40 \$0.00167/Pv On 15,313.57 Pv Due 9/20/22 38377YTL4	25.52		
09/20/22	Paid Down 455.64 Par Value Of G N M A Gtd Remic 2.000% 5/20/40 Trade Date 9/20/22 38377YTL4		455.64	- 450.65
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 10/20/26 \$0.00250/Pv On 18,097.90 Pv Due 9/20/22 38378AU90	45.24		
09/20/22	Amortized Premium On G N M A Gtd Remic 3.000% 10/20/26 Fed Basis Decreased By 7.91 USD To 18,286.73 USD 9/20/22 Current Year Amortization 38378AU90			- 7.91
09/20/22	Paid Down 2,098.32 Par Value Of G N M A Gtd Remic 3.000% 10/20/26 Trade Date 9/20/22 38378AU90		2,098.32	- 2,120.21
09/20/22	Amortized Premium On G N M A Gtd Remic 1.500% 8/20/27 Fed Basis Decreased By 11.53 USD To 33,757.87 USD 9/20/22 Current Year Amortization 38378HAU0			- 11.53
09/20/22	Interest Earned On G N M A Gtd Remic 1.500% 8/20/27 \$0.00125/Pv On 33,447.33 Pv Due 9/20/22 38378HAU0	41.81		
09/20/22	Paid Down 933.71 Par Value Of G N M A Gtd Remic 1.500% 8/20/27 Trade Date 9/20/22 38378HAU0		933.71	- 942.38
09/20/22	Interest Earned On G N M A Gtd Remic 1.500% 12/20/40 \$0.00125/Pv On 11,198.43 Pv Due 9/20/22 38378JZD7	14.00		
09/20/22	Paid Down 466.22 Par Value Of G N M A Gtd Remic 1.500% 12/20/40 Trade Date 9/20/22 38378JZD7		466.22	- 460.39







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Interest Earned On G N M A Gtd Remic 2.500% 7/20/41 \$0.00208/Pv On 42,545.88 Pv Due 9/20/22 38378TAF7	88.64		
09/20/22	Paid Down 1,214.51 Par Value Of G N M A Gtd Remic 2.500% 7/20/41 Trade Date 9/20/22 38378TAF7		1,214.51	
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 4/20/46 \$0.00250/Pv On 42,630.53 Pv Due 9/20/22 38380AZ34	106.58		
09/20/22	Amortized Premium On G N M A Gtd Remic 3.000% 4/20/46 Fed Basis Decreased By 4.73 USD To 42,990.84 USD 9/20/22 Current Year Amortization 38380AZ34			- 4.73
09/20/22	Paid Down 853.65 Par Value Of G N M A Gtd Remic 3.000% 4/20/46 Trade Date 9/20/22 38380AZ34		853.65	- 860.86
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 11/20/45 \$0.00250/Pv On 17,354.26 Pv Due 9/20/22 38381AZ58	43.39		
09/20/22	Amortized Premium On G N M A Gtd Remic 3.000% 11/20/45 Fed Basis Decreased By 1.50 USD To 17,443.62 USD 9/20/22 Current Year Amortization 38381AZ58			- 1.50
09/20/22	Paid Down 1,102.03 Par Value Of G N M A Gtd Remic 3.000% 11/20/45 Trade Date 9/20/22 38381AZ58		1,102.03	- 1,107.70
09/20/22	Amortized Premium On G N M A I I #005276 3.000% 1/20/27 Fed Basis Decreased By 18.75 USD To 53,014.33 USD 9/20/22 Current Year Amortization 36202F2H8			- 18.75
09/20/22	Paid Down 1,516.49 Par Value Of G N M A I I #005276 3.000% 1/20/27 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36202F2H8		1,516.49	- 1,529.21
09/20/22	Interest Earned On G N M A I I #005276 3.000% 1/20/27 August GNMA Due 9/20/22 36202F2H8	131.45		





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Amortized Premium On G N M A I I #Ma0909 3.000% 4/20/28 Fed Basis Decreased By 18.06 USD To 18,873.19 USD 9/20/22 Current Year Amortization 36179NAJ7			- 18.06
09/20/22	Paid Down 620.56 Par Value Of G N M A I I #Ma0909 3.000% 4/20/28 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179NAJ7		620.56	- 636.98
09/20/22	Interest Earned On G N M A I I #Ma0909 3.000% 4/20/28 August GNMA Due 9/20/22 36179NAJ7	45.97		
09/20/22	Amortized Premium On G N M A I I #005300 3.000% 2/20/27 Fed Basis Decreased By 24.20 USD To 29,100.88 USD 9/20/22 Current Year Amortization 36202F3H7			- 24.20
09/20/22	Paid Down 901.06 Par Value Of G N M A I I #005300 3.000% 2/20/27 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36202F3H7		901.06	- 919.79
09/20/22	Interest Earned On G N M A I I #005300 3.000% 2/20/27 August GNMA Due 9/20/22 36202F3H7	71.27		
09/20/22	Cash Disbursement Transfer To Principal Income Earnings	- 728.27		
09/20/22	Cash Receipt Transfer From Income Income Earnings		728.27	
09/20/22	Purchased 12,728.14 Units Of First Am Govt Ob Fd Cl D Trade Date 9/20/22 31846V401		- 12,728.14	12,728.14
09/21/22	Cash Disbursement Transfer To Principal Income Earnings	- 338.92		
09/21/22	Cash Receipt Transfer From Income Income Earnings		338.92	







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/23/22	Purchased 75,000 Par Value Of F H L M C Mtcl Mt 3.750% 8/25/25 Trade Date 9/20/22 Purchased Through Toronto Dominion Securities (U Swift External Ref#: 00600600005940A 75,000 Par Value At 98.56641333 % 3137FJXQ7		- 73,924.81	73,924.81
09/23/22	Paid Accrued Interest On Purchase Of F H L M C Mtcl Mt 3.750% 8/25/25 Income Debit 171.88- USD 3137FJXQ7	- 171.88		
09/23/22	Sold 74,096.69 Units Of First Am Govt Ob Fd Cl D Trade Date 9/23/22 31846V401		74,096.69	- 74,096.69
09/26/22	Accreted Discount On F N M A #AI3382 2.398% 3/01/23 Fed Basis Increased By 0.39 USD To 79,870.43 USD 9/26/22 Market Discount 3138EKXL4			0.39
09/26/22	Accreted Discount On F N M A #AI3382 2.398% 3/01/23 Fed Basis Increased By 0.21 USD To 33,668.75 USD 9/26/22 Market Discount 3138EKXL4			0.21
09/26/22	Accreted Discount On F N M A #AI3382 2.398% 3/01/23 Fed Basis Increased By 0.20 USD To 30,115.34 USD 9/26/22 Market Discount 3138EKXL4			0.20
09/26/22	Paid Down 52,047.35 Par Value Of F N M A #AI3382 2.398% 3/01/23 P & I Due 09/25/22 3138EKXL4		52,047.35	- 52,045.68
09/26/22	Interest Earned On F N M A #AI3382 2.398% 3/01/23 P & I Due 09/25/22 3138EKXL4	164.38		
09/26/22	Accreted Discount On F N M A #An1613 2.550% 7/01/26 Fed Basis Increased By 21.52 USD To 43,001.22 USD 9/26/22 Market Discount 3138LDYK3			21.52
09/26/22	Paid Down 90.19 Par Value Of F N M A #An1613 2.550% 7/01/26 P & I Due 09/25/22 3138LDYK3		90.19	- 88.23





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09/26/22	Interest Earned On F N M A #An1613 2.550% 7/01/26 P & I Due 09/25/22 3138LDYK3	96.52		
09/26/22	Interest Earned On F N M A #Bm6007 2.596% 6/01/49 Int Due 9/25/22 3140JAU97	21.39		
09/26/22	Interest Earned On F N M A Gtd Remic 3.021% 8/25/24 Penalty Payment 3136ALYF2	0.32		
09/26/22	Interest Earned On F N M A Gtd Remic 2.702% 2/25/26 Penalty Payment 3136ARTE8	2.52		
09/26/22	Amortized Premium On F H L M C Mltcl Mt 2.905% 4/25/24 Fed Basis Decreased By 303.94 USD To 318,556.34 USD 9/25/22 Current Year Amortization 3137BYPQ7			- 303.94
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.905% 4/25/24 \$0.00262/Pv On 312,780.58 Pv Due 9/25/22 3137BYPQ7	819.78		
09/26/22	Paid Down 11,727.73 Par Value Of F H L M C Mltcl Mt 2.905% 4/25/24 Trade Date 9/25/22 3137BYPQ7		11,727.73	- 11,944.29
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.284% 6/25/25 0.002737 USD/\$1 Pv On 37,000 Par Value Due 9/25/22 3137BLAC2	101.26		
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.320% 2/25/23 \$0.00277/Pv On 38,073.56 Pv Due 9/25/22 3137B36J2	105.34		
09/26/22	Amortized Premium On F H L M C Mltcl Mt 3.320% 2/25/23 Fed Basis Decreased By 43.08 USD To 38,179.86 USD 9/25/22 Current Year Amortization 3137B36J2			- 43.08
09/26/22	Paid Down 830.81 Par Value Of F H L M C Mltcl Mt 3.320% 2/25/23 Trade Date 9/25/22 3137B36J2		830.81	- 833.13







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.522% 1/25/23 \$0.00210/Pv On 129,312.90 Pv Due 9/25/22 3137B1U75	271.77		
09/26/22	Amortized Premium On F H L M C Mltcl Mt 2.522% 1/25/23 Fed Basis Decreased By 67.34 USD To 131,474.30 USD 9/25/22 Current Year Amortization 3137B1U75			- 67.34
09/26/22	Paid Down 54,577.95 Par Value Of F H L M C Mltcl Mt 2.522% 1/25/23 Trade Date 9/25/22 3137B1U75		54,577.95	- 55,490.19
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.637% 1/25/23 Fed Basis Decreased By 308.09 USD To 226,380.52 USD 9/25/22 Current Year Amortization 3137B1UG5			- 308.09
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.637% 1/25/23 \$0.00220/Pv On 219,576.93 Pv Due 9/25/22 3137B1UG5	482.52		
09/26/22	Paid Down 23,168.99 Par Value Of F H L M C Mltcl Mtg 2.637% 1/25/23 Trade Date 9/25/22 3137B1UG5		23,168.99	- 23,886.88
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.778% 9/25/22 \$0.00232/Pv On 0.00 Pv Due 9/25/22 3137B3NW4	1.87		
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.76996% 5/25/25 \$0.00231/Pv On 175,000.00 Pv Due 9/25/22 3137BJQ71	403.96		
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.329% 5/25/25 \$0.00277/Pv On 15,000.00 Pv Due 9/25/22 3137BKRJ1	41.61		
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.802% 1/25/25 \$0.00234/Pv On 138,954.37 Pv Due 9/25/22 3137BLW87	324.46		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.802% 1/25/25 Fed Basis Decreased By 153.14 USD To 143,202.70 USD 9/25/22 Current Year Amortization 3137BLW87			- 153.14





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 4,068.27 Par Value Of F H L M C Mltcl Mtg 2.802% 1/25/25 Trade Date 9/25/22 3137BLW87		4,068.27	- 4,192.65
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.413% 12/25/26 \$0.00284/Pv On 55,000.00 Pv Due 9/25/22 3137BUX60	156.43		
09/26/22	Interest Earned On F H L M C Mltcl Mt 0.52896% 9/25/24 \$0.00243/Pv On 39,870.52 Pv Due 9/25/22 3137F4CY6	97.02		
09/26/22	Amortized Premium On F H L M C Mltcl Mt 0.52896% 9/25/24 Fed Basis Decreased By 54.83 USD To 41,640.97 USD 9/25/22 Current Year Amortization 3137F4CY6			- 54.83
09/26/22	Paid Down 15.74 Par Value Of F H L M C Mltcl Mt 0.52896% 9/25/24 Trade Date 9/25/22 3137F4CY6		15.74	- 16.44
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.951% 2/25/24 \$0.00246/Pv On 26,681.03 Pv Due 9/25/22 3137FCM35	65.61		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.951% 2/25/24 Fed Basis Decreased By 7.86 USD To 26,812.29 USD 9/25/22 Current Year Amortization 3137FCM35			- 7.86
09/26/22	Paid Down 908.16 Par Value Of F H L M C Mltcl Mtg 2.951% 2/25/24 Trade Date 9/25/22 3137FCM35		908.16	- 912.63
09/26/22	Interest Earned On F H L M C Mltcl Mt 0.40248% 1/25/28 \$0.00279/Pv On 250,000.00 Pv Due 9/25/22 3137FETN0	697.92		
09/26/22	Interest Earned On F H L M C Mltcl 2.07452% 8/26/24 \$0.00173/Pv On 119,398.09 Pv Due 9/25/22 3137FYUR5	206.41		
09/26/22	Purchased 151,496.28 Units Of First Am Govt Ob Fd Cl D Trade Date 9/26/22 31846V401		- 151,496.28	151,496.28







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F N M A Gtd Remic 1.500% 9/25/27 \$0.00125/Pv On 24,662.60 Pv Due 9/25/22 3136A8SX9	30.83		
09/26/22	Amortized Premium On F N M A Gtd Remic 1.500% 9/25/27 Fed Basis Decreased By 9.26 USD To 24,916.07 USD 9/25/22 Current Year Amortization 3136A8SX9			- 9.26
09/26/22	Paid Down 792.87 Par Value Of F N M A Gtd Remic 1.500% 9/25/27 Trade Date 9/25/22 3136A8SX9		792.87	- 801.02
09/26/22	Interest Earned On F N M A Gtd Remic 2.000% 11/25/42 \$0.00167/Pv On 26,449.53 Pv Due 9/25/22 3136ABNZ2	44.08		
09/26/22	Amortized Premium On F N M A Gtd Remic 2.000% 11/25/42 Fed Basis Decreased By 4.60 USD To 26,843.25 USD 9/25/22 Current Year Amortization 3136ABNZ2			- 4.60
09/26/22	Paid Down 483.77 Par Value Of F N M A Gtd Remic 2.000% 11/25/42 Trade Date 9/25/22 3136ABNZ2		483.77	- 490.97
09/26/22	Interest Earned On F N M A Gtd Remic 2.672% 3/25/23 \$0.00223/Pv On 18,042.26 Pv Due 9/25/22 3136AC7J4	40.17		
09/26/22	Paid Down 755.11 Par Value Of F N M A Gtd Remic 2.672% 3/25/23 Trade Date 9/25/22 3136AC7J4		755.11	- 747.21
09/26/22	Interest Earned On F N M A Gtd Remic 1.500% 4/25/23 \$0.00125/Pv On 6,441.17 Pv Due 9/25/22 3136ADFF1	8.05		
09/26/22	Paid Down 1,113.59 Par Value Of F N M A Gtd Remic 1.500% 4/25/23 Trade Date 9/25/22 3136ADFF1		1,113.59	- 1,097.58
09/26/22	Interest Earned On F N M A Gtd Remic 1.750% 7/25/28 \$0.00146/Pv On 28,267.08 Pv Due 9/25/22 3136AEY84	41.22		





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Amortized Premium On F N M A Gtd Remic 1.750% 7/25/28 Fed Basis Decreased By 10.64 USD To 28,600.40 USD 9/25/22 Current Year Amortization 3136AEY84			- 10.64
09/26/22	Paid Down 643.67 Par Value Of F N M A Gtd Remic 1.750% 7/25/28 Trade Date 9/25/22 3136AEY84		643.67	- 651.26
09/26/22	Interest Earned On F N M A Gtd Remic 2.623% 4/25/23 \$0.00224/Pv On 9,302.14 Pv Due 9/25/22 3136AHAE0	20.81		
09/26/22	Amortized Premium On F N M A Gtd Remic 2.623% 4/25/23 Fed Basis Decreased By 2.63 USD To 9,323.68 USD 9/25/22 Current Year Amortization 3136AHAE0			- 2.63
09/26/22	Paid Down 1.58 Par Value Of F N M A Gtd Remic 2.623% 4/25/23 Trade Date 9/25/22 3136AHAE0		1.58	- 1.58
09/26/22	Interest Earned On F N M A Gtd Remic 3.021% 8/25/24 \$0.00252/Pv On 18,414.51 Pv Due 9/25/22 3136ALYF2	46.36		
09/26/22	Paid Down 1,062.2 Par Value Of F N M A Gtd Remic 3.021% 8/25/24 Trade Date 9/25/22 3136ALYF2		1,062.20	- 1,059.09
09/26/22	Interest Earned On F N M A Gtd Remic 2.702% 2/25/26 \$0.00225/Pv On 140,659.17 Pv Due 9/25/22 3136ARTE8	316.72		
09/26/22	Paid Down 5,883.68 Par Value Of F N M A Gtd Remic 2.702% 2/25/26 Trade Date 9/25/22 3136ARTE8		5,883.68	- 5,812.89
09/26/22	Interest Earned On F N M A Gtd Remic 2.70674% 6/25/25 \$0.00233/Pv On 86,236.17 Pv Due 9/25/22 3136AQHL7	200.72		
09/26/22	Paid Down 111.66 Par Value Of F N M A Gtd Remic 2.70674% 6/25/25 Trade Date 9/25/22 3136AQHL7		111.66	- 110.33







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Accreted Discount On F H L M C #Zs8585 3.000% 10/01/30 Fed Basis Increased By 9.54 USD To 27,741.96 USD 9/26/22 Market Discount 3132A9RE9			9.54
09/26/22	Paid Down 530.49 Par Value Of F H L M C #Zs8585 3.000% 10/01/30 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132A9RE9		530.49	- 523.54
09/26/22	Interest Earned On F H L M C #Zs8585 3.000% 10/01/30 August FHLMC Due 9/25/22 3132A9RE9	70.28		
09/26/22	Amortized Premium On F H L M C #Zs8063 2.500% 9/01/32 Fed Basis Decreased By 98.82 USD To 137,713.74 USD 9/25/22 Current Year Amortization 3132A85Y1			- 98.82
09/26/22	Paid Down 2,621.98 Par Value Of F H L M C #Zs8063 2.500% 9/01/32 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132A85Y1		2,621.98	- 2,712.54
09/26/22	Interest Earned On F H L M C #Zs8063 2.500% 9/01/32 August FHLMC Due 9/25/22 3132A85Y1	277.33		
09/26/22	Amortized Premium On F H L M C #Zt1963 3.500% 11/01/30 Fed Basis Decreased By 301.41 USD To 268,342.50 USD 9/25/22 Current Year Amortization 3132AEFC5			- 301.41
09/26/22	Paid Down 6,217.82 Par Value Of F H L M C #Zt1963 3.500% 11/01/30 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132AEFC5		6,217.82	- 6,492.86
09/26/22	Interest Earned On F H L M C #Zt1963 3.500% 11/01/30 August FHLMC Due 9/25/22 3132AEFC5	749.51		
09/26/22	Amortized Premium On F H L M C #Zt1970 3.500% 4/01/33 Fed Basis Decreased By 66.15 USD To 53,989.77 USD 9/25/22 Current Year Amortization 3132AEFK7			- 66.15





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 911.78 Par Value Of F H L M C #Zt1970 3.500% 4/01/33 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132AEFK7		911.78	- 964.78
09/26/22	Interest Earned On F H L M C #Zt1970 3.500% 4/01/33 August FHLMC Due 9/25/22 3132AEFK7	148.82		
09/26/22	Accreted Discount On F H L M C #Sb8026 2.500% 12/01/34 Fed Basis Increased By 41.64 USD To 46,503.35 USD 9/26/22 Market Discount 3132D54K5			41.64
09/26/22	Paid Down 703.77 Par Value Of F H L M C #Sb8026 2.500% 12/01/34 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132D54K5		703.77	- 671.25
09/26/22	Interest Earned On F H L M C #Sb8026 2.500% 12/01/34 August FHLMC Due 9/25/22 3132D54K5	101.58		
09/26/22	Amortized Premium On F N M A #BI1077 4.000% 12/01/28 Fed Basis Decreased By 31.47 USD To 39,328.01 USD 9/25/22 Current Year Amortization 3140HSFT3			- 31.47
09/26/22	Paid Down 48.68 Par Value Of F N M A #BI1077 4.000% 12/01/28 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140HSFT3		48.68	- 50.47
09/26/22	Interest Earned On F N M A #BI1077 4.000% 12/01/28 August FNMA Due 9/25/22 3140HSFT3	130.66		
09/26/22	Accreted Discount On F N M A #Bm1757 2.413% 4/01/23 Fed Basis Increased By 0.70 USD To 24,194.87 USD 9/26/22 Market Discount 3140J55T2			0.70
09/26/22	Paid Down 6,604.75 Par Value Of F N M A #Bm1757 2.413% 4/01/23 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140J55T2		6,604.75	- 6,603.58







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F N M A #Bm1757 2.413% 4/01/23 August FNMA Due 9/25/22 3140J55T2	50.28		
09/26/22	Amortized Premium On F N M A #Al5851 3.500% 10/01/29 Fed Basis Decreased By 24.02 USD To 18,184.92 USD 9/25/22 Current Year Amortization 3138ENQD4			- 24.02
09/26/22	Paid Down 462.41 Par Value Of F N M A #Al5851 3.500% 10/01/29 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138ENQD4		462.41	- 483.92
09/26/22	Interest Earned On F N M A #Al5851 3.500% 10/01/29 August FNMA Due 9/25/22 3138ENQD4	50.68		
09/26/22	Amortized Premium On F N M A #Al8561 3.500% 6/01/31 Fed Basis Decreased By 75.86 USD To 58,161.60 USD 9/25/22 Current Year Amortization 3138ETQP4			- 75.86
09/26/22	Paid Down 1,353.97 Par Value Of F N M A #Al8561 3.500% 6/01/31 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138ETQP4		1,353.97	- 1,427.17
09/26/22	Interest Earned On F N M A #Al8561 3.500% 6/01/31 August FNMA Due 9/25/22 3138ETQP4	160.94		
09/26/22	Amortized Premium On F N M A #Ma2803 2.500% 11/01/31 Fed Basis Decreased By 118.28 USD To 145,859.08 USD 9/25/22 Current Year Amortization 31418CDH4			- 118.28
09/26/22	Paid Down 2,689.63 Par Value Of F N M A #Ma2803 2.500% 11/01/31 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418CDH4		2,689.63	- 2,788.63
09/26/22	Interest Earned On F N M A #Ma2803 2.500% 11/01/31 August FNMA Due 9/25/22 31418CDH4	293.08		





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09/26/22	Amortized Premium On F N M A #As4860 2.500% 5/01/30 Fed Basis Decreased By 53.34 USD To 62,879.49 USD 9/25/22 Current Year Amortization 3138WEMJ5			- 53.34
09/26/22	Paid Down 1,441.65 Par Value Of F N M A #As4860 2.500% 5/01/30 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138WEMJ5		1,441.65	- 1,489.72
09/26/22	Interest Earned On F N M A #As4860 2.500% 5/01/30 August FNMA Due 9/25/22 3138WEMJ5	126.77		
09/26/22	Amortized Premium On F N M A #AI7688 3.500% 11/01/30 Fed Basis Decreased By 48.38 USD To 39,833.68 USD 9/25/22 Current Year Amortization 3138EQRJ3			- 48.38
09/26/22	Paid Down 981.53 Par Value Of F N M A #AI7688 3.500% 11/01/30 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138EQRJ3		981.53	- 1,028.23
09/26/22	Interest Earned On F N M A #AI7688 3.500% 11/01/30 August FNMA Due 9/25/22 3138EQRJ3	110.91		
09/26/22	Amortized Premium On F N M A #Bm3956 3.000% 12/01/32 Fed Basis Decreased By 44.71 USD To 46,038.40 USD 9/25/22 Current Year Amortization 3140J8ME0			- 44.71
09/26/22	Paid Down 814.32 Par Value Of F N M A #Bm3956 3.000% 12/01/32 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140J8ME0		814.32	- 852.96
09/26/22	Interest Earned On F N M A #Bm3956 3.000% 12/01/32 August FNMA Due 9/25/22 3140J8ME0	109.88		
09/26/22	Accreted Discount On F N M A #Ma4112 3.000% 8/01/35 Fed Basis Increased By 22.37 USD To 56,880.17 USD 9/26/22 Market Discount 31418DSA1			22.37







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 978.91 Par Value Of F N M A #Ma4112 3.000% 8/01/35 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DSA1		978.91	- 961.88
09/26/22	Interest Earned On F N M A #Ma4112 3.000% 8/01/35 August FNMA Due 9/25/22 31418DSA1	144.72		
09/26/22	Amortized Premium On F N M A #Fm6017 3.000% 2/01/35 Fed Basis Decreased By 131.56 USD To 139,762.71 USD 9/25/22 Current Year Amortization 3140X9VK8			- 131.56
09/26/22	Paid Down 2,215.26 Par Value Of F N M A #Fm6017 3.000% 2/01/35 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140X9VK8		2,215.26	- 2,332.05
09/26/22	Interest Earned On F N M A #Fm6017 3.000% 2/01/35 August FNMA Due 9/25/22 3140X9VK8	331.91		
09/26/22	Amortized Premium On F N M A #Ma4309 2.000% 3/01/31 Fed Basis Decreased By 121.80 USD To 201,493.35 USD 9/25/22 Current Year Amortization 31418DYF3			- 121.80
09/26/22	Paid Down 3,142.08 Par Value Of F N M A #Ma4309 2.000% 3/01/31 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DYF3		3,142.08	- 3,224.66
09/26/22	Interest Earned On F N M A #Ma4309 2.000% 3/01/31 August FNMA Due 9/25/22 31418DYF3	327.22		
09/26/22	Purchased 56,923.55 Par Value Of F N M A #BI5365 Trade Date 9/21/22 Purchased Through Brean Capital LLC Swift External Ref#: 00600600005960A 56,923.55 Par Value At 91.78124218 % 3140HW6B3		- 52,245.14	52,245.14
09/26/22	Paid Accrued Interest On Purchase Of F N M A #BI5365 Income Debit 83.41- USD 3140HW6B3	- 83.41		





**ACCOUNT NUMBER: 256350023**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
**TOLL REVENUE SENIOR LIEN BONDS**  
**2013 SERIES A AND 2013 SERIES B**  
**2013A AND B RESERVE ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Purchased 28,956.77 Par Value Of F N M A Gtd Remic 2.639% 12/25/26 Trade Date 9/21/22 Purchased Through Millennium Advisors, LLC Swift External Ref#: 00600600005950C 28,956.77 Par Value At 93.3437518 % 3136AVY52		- 27,029.34	27,029.34
09/26/22	Paid Accrued Interest On Purchase Of F N M A Gtd Remic 2.639% 12/25/26 Income Debit 53.09- USD 3136AVY52	- 53.09		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.778% 9/25/22 Fed Basis Decreased By 0.66 USD To 809.64 USD 9/25/22 Current Year Amortization 3137B3NW4			- 0.66
09/26/22	Matured 809.49 Par Value Of F H L M C Mltcl Mtg 2.778% 9/25/22 Trade Date 9/25/22 809.49 Par Value At 100 % 3137B3NW4		809.49	- 809.64
09/26/22	Cash Disbursement Transfer To Principal Income Earnings	- 3,625.15		
09/26/22	Cash Receipt Transfer From Income Income Earnings		3,625.15	
09/26/22	Sold 32,100.8 Units Of First Am Govt Ob Fd Cl D Trade Date 9/26/22 31846V401		32,100.80	- 32,100.80
09/27/22	Interest Earned On F H L M C Mltcl Mt 2.510% 11/25/22 \$0.00209/Pv On 258,197.34 Pv Due 9/25/22 3137B1BS0	540.06		
09/27/22	Amortized Premium On F H L M C Mltcl Mt 2.510% 11/25/22 Fed Basis Decreased By 61.86 USD To 260,075.06 USD 9/25/22 Current Year Amortization 3137B1BS0			- 61.86
09/27/22	Paid Down 34,010.35 Par Value Of F H L M C Mltcl Mt 2.510% 11/25/22 Trade Date 9/25/22 3137B1BS0		34,010.35	- 34,257.69
09/27/22	Purchased 34,550.41 Units Of First Am Govt Ob Fd Cl D Trade Date 9/27/22 31846V401		- 34,550.41	34,550.41







**ACCOUNT NUMBER: 256350023**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
**TOLL REVENUE SENIOR LIEN BONDS**  
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**2013A AND B RESERVE ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/27/22	Purchased 50,000 Par Value Of F N M A #109412 3.680% 8/01/28 Trade Date 9/22/22 Purchased Through Brean Capital LLC Swift External Ref#: 00600600005970A 50,000 Par Value At 96.34376 % 313637N55		- 48,171.88	48,171.88
09/27/22	Paid Accrued Interest On Purchase Of F N M A #109412 3.680% 8/01/28 Income Debit 132.89- USD 313637N55	- 132.89		
09/27/22	Cash Disbursement Transfer To Principal Income Earnings	- 3,928.20		
09/27/22	Cash Receipt Transfer From Income Income Earnings		3,928.20	
09/27/22	Sold 48,304.77 Units Of First Am Govt Ob Fd Cl D Trade Date 9/27/22 31846V401		48,304.77	- 48,304.77
09/28/22	Cash Disbursement Transfer To Principal Income Earnings	- 540.06		
09/28/22	Cash Receipt Transfer From Income Income Earnings		540.06	
09/30/22	Sold 124,878.13 Units Of First Am Govt Ob Fd Cl D Trade Date 9/30/22 31846V401		124,878.13	- 124,878.13
09/30/22	Interest Earned On U S Treasury Nt 0.250% 9/30/25 0.00125 USD/\$1 Pv On 970,000 Par Value Due 9/30/22 91282CAM3	1,212.50		
09/30/22	Interest Earned On U S Treasury Nt 0.500% 3/31/25 0.0025 USD/\$1 Pv On 365,000 Par Value Due 9/30/22 91282ZF0	912.50		
09/30/22	Cash Disbursement Transfer To Principal Income Earnings	- 2,125.00		
09/30/22	Cash Receipt Transfer From Income Income Earnings		2,125.00	
09/30/22	Purchased 2,125 Units Of First Am Govt Ob Fd Cl D Trade Date 9/30/22 31846V401		- 2,125.00	2,125.00





**ACCOUNT NUMBER: 256350023**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
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**2013 SERIES A AND 2013 SERIES B**  
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This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/30/22	Purchased 125,000 Par Value Of F H L B Disc Nts 10/13/22 Trade Date 9/30/22 Purchased Through Bny Capital Markets, Inc. Swift External Ref#: 00600600005990A 125,000 Par Value At 99.902504 % 313385K47		- 124,878.13	124,878.13
<b>Ending Balance 09/30/2022</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,459,901.80</b>







**ACCOUNT NUMBER: 226122002**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
**TOLL REVENUE SENIOR LIEN REF BDS**  
**2021 SERIES A (TAX)AND 2021 SERIES B**

**SENIOR BDS RESERVE ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**ASSET DETAIL AS OF 09/30/22**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Cash Equivalents</b>					
1,025,000.000	Federal Home Loan Bks Discount Note 10/13/2022 313385K47	1,024,149.25 99.9170	1,024,000.63 99.90	2.8 .00	0.10
1,815,540.310	First American Government Oblig Fd CI Y #3763 31846V203	1,815,540.31 1.0000	1,815,540.31 1.00	5.0 2.46	44,717.12
<b>Total Cash Equivalents</b>		<b>\$2,839,689.56</b>	<b>\$2,839,540.94</b>	<b>7.8</b>	<b>\$44,717.22</b>
<b>US Government Issues</b>					
143,214.110	F H L M C Multiclass Mtg Partn C M O Ser K027 CI A2 2.637 01/25/2023 3137B1UG5 Standard & Poors Rating: N/A Moody's Rating: N/A	142,738.64 99.6680	144,567.94 100.95	0.4 2.65	3,776.56
18,585.550	F N M A Partn Cert Pool #AI3168 2.409 02/01/2023 3138EKQW8 Standard & Poors Rating: N/A Moody's Rating: N/A	18,548.94 99.8030	18,576.84 99.95	0.1 2.40	444.38
133,162.390	F N M A Partn Cert Pool #AI3251 2.366 02/01/2023 3138EKTH8 Standard & Poors Rating: N/A Moody's Rating: N/A	132,930.69 99.8260	133,099.97 99.95	0.4 2.38	3,167.93
209,490.490	F H L M C Multiclass Mtg Partn C M O Ser K029 CI A2 3.320 02/25/2023 3137B36J2 Standard & Poors Rating: N/A Moody's Rating: N/A	208,727.94 99.6360	211,012.57 100.73	0.6 3.33	6,955.08
117,160.460	F H L M C Multiclass Mtg Partn C M O Ser K722 CI A2 2.406 03/25/2023 3137BQBZ9 Standard & Poors Rating: AAA Moody's Rating: N/A	116,585.20 99.5090	118,075.77 100.78	0.3 2.42	2,818.88





ACCOUNT NUMBER: 226122002  
RIVERSIDE COUNTY TRANSPORTATION COMM  
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2021 SERIES A (TAX)AND 2021 SERIES B

SENIOR BDS RESERVE ACCOUNT

This statement is for the period from  
September 1, 2022 to September 30, 2022

ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
52,215.570	F N M A Partn Cert Pool #Bm1757 2.493 04/01/2023 3140J55T2 Standard & Poors Rating: N/A Moody's Rating: N/A	52,082.94 99.7460	52,199.25 99.97	0.1 2.42	1,259.96
93,311.380	F H L M C Multiclass Mtg Partn C M O Ser K030 Cl A2 04/25/2023 Var 3137B3NA2 Standard & Poors Rating: N/A Moody's Rating: Aaa	92,874.68 99.5320	93,792.53 100.52	0.3 3.26	3,032.62
112,948.870	F N M A Partn Cert Pool #An1746 2.150 09/01/2023 3138LD5G4 Standard & Poors Rating: N/A Moody's Rating: N/A	111,400.34 98.6290	111,819.38 99.00	0.3 2.18	2,428.40
4,125,000.000	U S Treasury Note 10/31/2023 Var 91282CDE8 Standard & Poors Rating: N/A Moody's Rating: Aaa	4,129,166.25 100.1010	4,126,117.50 100.03	11.3 .32	13,406.25
377,181.160	F H L M C Multiclass Mtg Partn C M O Ser K726 Cl A2 2.905 04/25/2024 3137BYPQ7 Standard & Poors Rating: AAA Moody's Rating: N/A	368,445.64 97.6840	376,488.69 99.82	1.0 2.97	10,957.11
525,000.000	U S Treasury Note 0.250 06/15/2024 91282CCG4 Standard & Poors Rating: N/A Moody's Rating: Aaa	490,360.50 93.4020	522,662.11 99.55	1.3 .27	1,312.50
62,216.120	F N M A Gtd R E M I C Pass Thru C M O Ser 2014 M9 Cl A2 07/25/2024 Var 3136AKXV0 Standard & Poors Rating: N/A Moody's Rating: N/A	60,518.86 97.2720	61,943.93 99.56	0.2 3.19	1,930.57
72,301.300	F N M A Gtd R E M I C Pass Thru C M O Ser 2014 M13 Cl A2 3.021 08/25/2024 3136ALYF2 Standard & Poors Rating: N/A Moody's Rating: N/A	70,355.67 97.3090	72,089.49 99.71	0.2 3.10	2,184.22







**ACCOUNT NUMBER: 226122002**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
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**SENIOR BDS RESERVE ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
205,000.000	F H L M C M T N 4.000 12/30/2024 3134GXA61 Standard & Poors Rating: AA+ Moody's Rating: Aaa	202,138.20 98.6040	205,000.00 100.00	0.6 4.06	8,200.00
116,901.280	F H L M C Multiclass Mtg Partn C M O Ser K050 CI A1 2.802 01/25/2025 3137BLW87 Standard & Poors Rating: N/A Moody's Rating: N/A	114,218.40 97.7050	116,499.45 99.66	0.3 2.87	3,275.57
347,340.300	F H L M C Multiclass Mtg Partn C M O Ser K731 CI A2 02/25/2025 Var 3137F4WZ1 Standard & Poors Rating: N/A Moody's Rating: N/A	339,681.45 97.7950	349,714.69 100.68	0.9 3.68	12,504.25
410,000.000	Federal Home Loan Bks 2.200 02/28/2025 3130AR2C4 Standard & Poors Rating: AA+ Moody's Rating: Aaa	387,905.10 94.6110	410,000.00 100.00	1.1 2.32	9,020.00
109,702.960	F H L M C Multiclass Mtg Partn C M O Ser K 051 CI A 1 2.887 04/25/2025 3137BM7B6 Standard & Poors Rating: N/A Moody's Rating: N/A	107,127.13 97.6520	108,678.79 99.07	0.3 2.96	3,167.12
1,250,000.000	U S Treasury Note 2.125 05/15/2025 912828XB1 Standard & Poors Rating: N/A Moody's Rating: Aaa	1,184,037.50 94.7230	1,273,691.74 101.90	3.3 2.24	26,562.50
35,000.000	F H L M C Multiclass Mtg Partn C M O Ser K047 CI A2 3.329 05/25/2025 3137BKRJ1 Standard & Poors Rating: N/A Moody's Rating: N/A	33,874.40 96.7840	34,870.12 99.63	0.1 3.44	1,165.15
215,000.000	F H L M C Multiclass Mtg Partn C M O Ser K048 CI A2 06/25/2025 Var 3137BLAC2 Standard & Poors Rating: N/A Moody's Rating: N/A	207,776.00 96.6400	210,364.06 97.84	0.6 3.40	7,060.60



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**RIVERSIDE COUNTY TRANSPORTATION COMM**  
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**2021 SERIES A (TAX)AND 2021 SERIES B****SENIOR BDS RESERVE ACCOUNT**This statement is for the period from  
September 1, 2022 to September 30, 2022**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
170,000.000	F H L M C Multiclass Mtg Partn C M O Ser K733 CI A2 08/25/2025 Var 3137FJXQ7 Standard & Poors Rating: N/A Moody's Rating: N/A	165,697.30 97.4690	167,562.89 98.57	0.5 3.85	6,375.00
375,000.000	F H L M C Multiclass Mtg Partn C M O Ser 1484 CI J 3.308 09/25/2025 3137BM7C4 Standard & Poors Rating: N/A Moody's Rating: N/A	361,496.25 96.3990	370,250.00 98.73	1.0 3.43	12,405.15
300,000.000	F H L M C Multiclass Mtg Partn C M O Ser K052 CI A2 3.151 11/25/2025 3137BMTX4 Standard & Poors Rating: N/A Moody's Rating: N/A	287,466.00 95.8220	298,675.78 99.56	0.8 3.29	9,452.88
350,000.000	F N M A Partn Cert Pool #BI1359 3.460 01/01/2026 3140HSQM6 Standard & Poors Rating: N/A Moody's Rating: N/A	343,063.00 98.0180	352,802.73 100.80	0.9 3.53	12,110.00
375,000.000	F H L M C Multiclass Mtg Partn C M O Ser Kbx1 CI A2 2.920 01/25/2026 3137F4CZ3 Standard & Poors Rating: N/A Moody's Rating: N/A	359,902.50 95.9740	372,128.91 99.23	1.0 .77	2,776.50
88,162.140	F N M A Partn Cert Pool #An0992 3.120 02/01/2026 3138LDC68 Standard & Poors Rating: N/A Moody's Rating: N/A	83,938.29 95.2090	87,445.83 99.19	0.2 3.28	2,750.66
449,251.600	F N M A Gtd R E M I C Pass Thru C M O Ser 2016 M3 CI A2 2.702 02/25/2026 3136ARTE8 Standard & Poors Rating: N/A Moody's Rating: N/A	422,804.16 94.1130	440,898.34 98.14	1.2 2.87	12,138.78
372,857.570	F N M A Partn Cert Pool #An1613 2.550 07/01/2026 3138LDYK3 Standard & Poors Rating: N/A Moody's Rating: N/A	347,876.11 93.3000	364,147.85 97.66	1.0 2.73	9,507.87







**ACCOUNT NUMBER: 226122002**  
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**SENIOR BDS RESERVE ACCOUNT**

This statement is for the period from  
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**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
30,102.190	F H L M C Multiclass Mtg Partn C M O Ser 4272 Cl Yg 2.000 11/15/2026 3137B6DF5 Standard & Poors Rating: N/A Moody's Rating: N/A	29,516.10 98.0530	30,600.04 101.65	0.1 2.04	602.04
500,000.000	F H L M C Multiclass Mtg Partn C M O Ser K062 Cl A2 3.413 12/25/2026 3137BUX60 Standard & Poors Rating: N/A Moody's Rating: N/A	477,880.00 95.5760	501,484.38 100.30	1.3 3.57	17,065.00
398,155.650	F N M A Gtd R E M I C Pass Thru C M O Ser 2017 M4 Cl A2 12/25/2026 Var 3136AVY52 Standard & Poors Rating: N/A Moody's Rating: N/A	368,166.57 92.4680	382,680.47 96.11	1.0 2.85	10,507.33
94,872.580	F N M A Partn Cert Pool #BI5365 2.110 02/01/2027 3140HW6B3 Standard & Poors Rating: N/A Moody's Rating: N/A	85,964.99 90.6110	87,075.24 91.78	0.2 2.33	2,001.81
71,106.430	G N M A Pass Thru Cert Pool #778953 3.000 03/15/2027 36176XE21 Standard & Poors Rating: N/A Moody's Rating: N/A	69,166.65 97.2720	73,251.41 103.02	0.2 3.08	2,133.19
100,000.000	F H L M C Multiclass Mtg Partn C M O Ser S8Fx Cl A2 3.291 03/25/2027 3137BXRT1 Standard & Poors Rating: N/A Moody's Rating: N/A	94,730.00 94.7300	96,703.13 96.70	0.3 3.47	3,291.00
53,444.480	F H L M C Multiclass Mtg Partn C M O Ser 4039 Cl Qb 1.500 05/15/2027 3137AQQE1 Standard & Poors Rating: N/A Moody's Rating: N/A	50,820.89 95.0910	54,209.28 101.43	0.1 1.58	801.67
39,016.320	G N M A Gtd R E M I C Pass Thru C M O Ser 2012 96 Cl Ad 1.500 08/20/2027 38378HAU0 Standard & Poors Rating: N/A Moody's Rating: N/A	36,733.08 94.1480	37,041.83 94.94	0.1 1.59	585.24





ACCOUNT NUMBER: 226122002  
RIVERSIDE COUNTY TRANSPORTATION COMM  
TOLL REVENUE SENIOR LIEN REF BDS  
2021 SERIES A (TAX)AND 2021 SERIES B

SENIOR BDS RESERVE ACCOUNT

This statement is for the period from  
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ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
200,000.000	F H L M C Multiclass Mtg Partn C M O Ser Kir3 Cl A2 3.281 08/25/2027 3137FBAJ5 Standard & Poors Rating: N/A Moody's Rating: N/A	188,700.00 94.3500	210,479.94 105.24	0.5 3.48	6,562.00
117,457.080	F H L M C Multiclass Mtg Partn C M O Ser Kir3 Cl A1 3.038 08/25/2027 3137FBAB2 Standard & Poors Rating: N/A Moody's Rating: N/A	113,405.99 96.5510	127,624.21 108.66	0.3 2.88	3,261.83
45,211.890	F H L M C Multiclass Mtg Partn C M O Ser 4328 Cl Ea 2.500 12/15/2027 3137B9RN7 Standard & Poors Rating: N/A Moody's Rating: N/A	44,501.16 98.4280	45,960.48 101.66	0.1 2.54	1,130.30
45,325.650	G N M A I I Pass Thru Cert Pool #Ma0602 3.000 12/20/2027 36179MU32 Standard & Poors Rating: N/A Moody's Rating: N/A	43,808.15 96.6520	46,921.44 103.52	0.1 3.10	1,359.77
158,000.000	F H L M C Multiclass Mtg Partn C M O Ser K072 Cl A2 3.444 12/25/2027 3137FEBQ2 Standard & Poors Rating: N/A Moody's Rating: N/A	149,962.54 94.9130	159,681.13 101.06	0.4 3.63	5,441.52
750,000.000	F H L M C Multiclass Mtg Partn C M O Ser K073 Cl A2 3.350 01/25/2028 3137FETN0 Standard & Poors Rating: N/A Moody's Rating: N/A	708,330.00 94.4440	740,156.25 98.69	1.9 .43	3,018.60
75,221.900	G N M A I I Pass Thru Cert Pool #Ma0908 2.500 04/20/2028 36179NAH1 Standard & Poors Rating: N/A Moody's Rating: N/A	71,811.34 95.4660	77,807.76 103.44	0.2 2.62	1,880.55
117,640.100	G N M A I I Pass Thru Cert Pool #Ma0909 3.000 04/20/2028 36179NAJ7 Standard & Poors Rating: N/A Moody's Rating: N/A	113,860.32 96.7870	116,426.95 98.97	0.3 3.10	3,529.20







**ACCOUNT NUMBER: 226122002**  
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**SENIOR BDS RESERVE ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
62,121.850	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 27 Cl Ka 1.250 04/25/2028 3136ADZA0 Standard & Poors Rating: N/A Moody's Rating: N/A	58,431.81 94.0600	62,730.44 100.98	0.2 1.33	776.52
82,114.150	G N M A I I Partn Cert Pool #Ma1134 3.000 07/20/2028 36179NHK7	79,139.15 96.3770	84,347.52 102.72	0.2 3.11	2,463.42
100,000.000	F N M A Partn Cert Pool #109412 3.680 08/01/2028 313637N55 Standard & Poors Rating: N/A Moody's Rating: N/A	95,951.00 95.9510	96,343.75 96.34	0.3 3.83	3,680.00
127,478.270	F H L M C Multiclass Mtg Partn C M O Ser K095 Cl A1 2.631 11/25/2028 3137FNAD2 Standard & Poors Rating: N/A Moody's Rating: N/A	119,739.06 93.9290	129,616.71 101.68	0.3 3.06	3,664.95
118,391.580	F N M A Partn Cert Pool #BI1077 4.000 12/01/2028 3140HSFT3 Standard & Poors Rating: N/A Moody's Rating: N/A	115,316.95 97.4030	122,840.51 103.76	0.3 4.11	4,735.66
350,000.000	F H L M C Multiclass Mtg Partn C M O Ser K089 Cl A2 3.563 01/25/2029 3137FL6P4 Standard & Poors Rating: N/A Moody's Rating: N/A	331,950.50 94.8430	350,601.56 100.17	0.9 .65	2,174.76
172,970.110	F H L M C Multiclass Mtg Partn C M O Ser K099 Cl A1 2.258 06/25/2029 3137FPJF3 Standard & Poors Rating: N/A Moody's Rating: N/A	159,212.07 92.0460	174,011.42 100.60	0.4 2.45	3,905.67
173,360.810	F H L M C Multiclass Mtg Partn C M O Ser K101 Cl A1 2.190 07/25/2029 3137FQ3Y7 Standard & Poors Rating: N/A Moody's Rating: N/A	158,798.50 91.6000	173,806.58 100.26	0.4 2.74	4,354.75





ACCOUNT NUMBER: 226122002  
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2021 SERIES A (TAX)AND 2021 SERIES B

SENIOR BDS RESERVE ACCOUNT

This statement is for the period from  
September 1, 2022 to September 30, 2022

ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
381,472.060	F H L M C Multiclass Mtg Partn C M O Ser K159 Cl A1 3.950 12/25/2029 3137FKKM7 Standard & Poors Rating: N/A Moody's Rating: N/A	375,830.09 98.5210	387,566.67 101.60	1.0 4.00	15,045.41
55,744.910	F N M A Partn Cert Pool #Ma0293 4.500 01/01/2030 31417YKF3 Standard & Poors Rating: N/A Moody's Rating: N/A	54,282.72 97.3770	28,279.21 50.73	0.2 4.62	2,508.52
266,812.140	F H L M C Multiclass Mtg Partn C M O Ser K152 Cl A1 2.830 05/25/2030 3137BPVM8 Standard & Poors Rating: N/A Moody's Rating: N/A	247,951.19 92.9310	255,972.90 95.94	0.7 3.04	7,550.68
118,443.650	F H L M C Gold Partn Cert Pool #G18561 3.000 07/01/2030 3128MMTT0 Standard & Poors Rating: N/A Moody's Rating: N/A	111,988.47 94.5500	117,111.16 98.88	0.3 3.17	3,553.31
125,226.540	F H L M C Gold Partn Cert Pool #J32243 3.000 07/01/2030 31307NP40 Standard & Poors Rating: N/A Moody's Rating: N/A	118,206.34 94.3940	132,895.19 106.12	0.3 3.18	3,756.80
43,412.640	G N M A I I Partn Cert Pool #Ma2936 3.500 07/20/2030 36179RHM4 Standard & Poors Rating: N/A Moody's Rating: N/A	41,259.37 95.0400	45,391.90 104.56	0.1 3.68	1,519.44
118,787.210	F H L M C Gold Partn Cert Pool #G18568 2.500 09/01/2030 3128MMT29 Standard & Poors Rating: N/A Moody's Rating: N/A	110,356.88 92.9030	115,149.36 96.94	0.3 2.69	2,969.68
63,539.940	F H L M C Gold Partn Cert Pool #G18569 3.000 09/01/2030 3128MMT37 Standard & Poors Rating: N/A Moody's Rating: N/A	60,076.38 94.5490	62,656.34 98.61	0.2 3.17	1,906.20







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**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
176,483.950	F H L M C Multiclass Mtg Partn C M O Ser 2020 P003 Cl A1 0.826 09/25/2030 3137FWHY9 Standard & Poors Rating: N/A Moody's Rating: N/A	147,487.64 83.5700	175,601.52 99.50	0.4 .99	1,457.76
91,933.330	F H L M C Partn Cert Mirror Pool #Zs8585 3.000 10/01/2030 3132A9RE9 Standard & Poors Rating: N/A Moody's Rating: N/A	86,593.84 94.1920	90,640.52 98.59	0.2 3.18	2,758.00
66,996.500	F H L M C Gold Partn Cert Pool #G18571 2.500 10/01/2030 3128MMT52 Standard & Poors Rating: N/A Moody's Rating: N/A	62,241.09 92.9020	69,727.26 104.08	0.2 2.69	1,674.91
114,831.200	F N M A Partn Cert Umbs Pool #Ma4226 2.000 12/01/2030 31418DVU3 Standard & Poors Rating: N/A Moody's Rating: N/A	103,097.75 89.7820	119,197.23 103.80	0.3 2.23	2,296.62
65,417.070	F H L M C Gold Partn Cert Pool #G18586 2.500 02/01/2031 3128MMUL5 Standard & Poors Rating: N/A Moody's Rating: N/A	60,771.15 92.8980	67,705.80 103.50	0.2 2.69	1,635.43
42,501.250	F N M A Partn Cert Pool #Ma2803 2.500 11/01/2031 31418CDH4 Standard & Poors Rating: N/A Moody's Rating: N/A	39,433.93 92.7830	41,093.40 96.69	0.1 2.69	1,062.53
45,761.390	F N M A Gtd R E M I C Pass Thru C M O Ser 2015 89 Cl Ke 2.000 11/25/2031 3136AQZK9 Standard & Poors Rating: N/A Moody's Rating: N/A	42,820.31 93.5730	47,000.98 102.71	0.1 2.14	915.23
93,939.370	F N M A Partn Cert Umbs Pool #Fm1155 2.500 06/01/2032 3140X4H90 Standard & Poors Rating: N/A Moody's Rating: N/A	87,165.40 92.7890	98,452.97 104.80	0.2 2.69	2,348.48





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Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
87,810.180	F H L M C Partn Cert Mirror Pool #Zs8665 3.000 07/01/2032 3132A9TW7 Standard & Poors Rating: N/A Moody's Rating: N/A	81,837.33 93.1980	86,259.78 98.23	0.2 3.22	2,634.31
60,063.080	F H L M C Partn Cert Pool #Zs8063 2.500 09/01/2032 3132A85Y1 Standard & Poors Rating: N/A Moody's Rating: N/A	55,731.93 92.7890	58,129.80 96.78	0.2 2.69	1,501.58
42,520.640	G N M A I I Partn Cert Pool #Ma4691 3.500 09/20/2032 36179TF83 Standard & Poors Rating: N/A Moody's Rating: N/A	40,418.84 95.0570	44,684.92 105.09	0.1 3.68	1,488.22
77,929.950	F H L M C Partn Cert Mirror Pool #Zs8673 3.000 10/01/2032 3132A9T64 Standard & Poors Rating: N/A Moody's Rating: N/A	72,628.38 93.1970	81,208.07 104.21	0.2 3.22	2,337.90
61,716.860	F N M A Partn Cert Pool #Bm1978 3.000 10/01/2032 3140J6FU6 Standard & Poors Rating: N/A Moody's Rating: N/A	57,514.56 93.1910	65,121.17 105.52	0.2 3.22	1,851.51
96,387.130	F H L M C Partn Cert Pool #Zt1989 3.500 01/01/2033 3132AEF68 Standard & Poors Rating: N/A Moody's Rating: N/A	91,212.10 94.6310	103,575.31 107.46	0.3 3.70	3,373.55
51,767.990	F H L M C Partn Cert Umps Pool #Sb8015 2.500 11/01/2034 3132D53Y6 Standard & Poors Rating: N/A Moody's Rating: N/A	47,098.00 90.9790	49,252.39 95.14	0.1 2.75	1,294.20
49,284.200	F N M A Partn Cert Pool #Fm3935 2.500 11/01/2034 3140X7LR8 Standard & Poors Rating: N/A Moody's Rating: N/A	45,679.06 92.6850	47,774.84 96.94	0.1 2.70	1,232.11







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**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
144,156.850	F H L M C Partn Cert Umbs Pool #Sb8026 2.500 12/01/2034 3132D54K5 Standard & Poors Rating: N/A Moody's Rating: N/A	131,152.46 90.9790	137,151.74 95.14	0.4 2.75	3,603.92
563,516.430	F N M A Partn Cert Pool #Fm3340 3.500 05/01/2035 3140X6WA5 Standard & Poors Rating: N/A Moody's Rating: N/A	535,673.08 95.0590	558,794.80 99.16	1.5 3.68	19,723.08
138,407.710	F N M A Partn Cert Umbs Pool #Ma4074 2.000 06/01/2035 31418DQ47 Standard & Poors Rating: N/A Moody's Rating: N/A	122,112.97 88.2270	142,809.82 103.18	0.3 2.27	2,768.15
55,531.510	F H L M C Partn Cert Pool #Sb8057 2.000 08/01/2035 3132D55S7 Standard & Poors Rating: N/A Moody's Rating: N/A	48,993.79 88.2270	51,505.47 92.75	0.1 2.27	1,110.63
82,673.540	F N M A Partn Cert Pool #Fm3936 2.500 08/01/2035 3140X7LS6 Standard & Poors Rating: N/A Moody's Rating: N/A	76,699.55 92.7740	86,526.23 104.66	0.2 2.69	2,066.84
170,726.120	F N M A Partn Cert Umbs Pool #Ma4112 3.000 08/01/2035 31418DSA1 Standard & Poors Rating: N/A Moody's Rating: N/A	158,722.37 92.9690	167,578.37 98.16	0.4 3.23	5,121.78
159,563.940	F H L M C Partn Cert Pool #Sb8505 2.500 10/01/2035 3132D6NW6 Standard & Poors Rating: N/A Moody's Rating: N/A	144,968.63 90.8530	153,505.50 96.20	0.4 2.75	3,989.10
136,006.910	F N M A Partn Cert Umbs Pool #Ma4279 2.000 03/01/2036 31418DXH0 Standard & Poors Rating: N/A Moody's Rating: N/A	119,986.66 88.2210	140,539.14 103.33	0.3 2.27	2,720.14





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410,922.660	F N M A Partn Cert Umbs Pool #Ma4497 2.000 11/01/2036 31418D7K2 Standard & Poors Rating: N/A Moody's Rating: N/A	362,499.53 88.2160	384,212.70 93.50	1.0 2.27	8,218.45
167,221.800	F N M A Partn Cert Umbs Pool #Ma4603 2.500 04/01/2037 31418EDH0 Standard & Poors Rating: N/A Moody's Rating: N/A	151,484.56 90.5890	159,017.47 95.09	0.4 2.76	4,180.55
44,162.210	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 19 Cl Ua 4.000 07/16/2039 38376V2E6 Standard & Poors Rating: N/A Moody's Rating: N/A	43,938.75 99.4940	46,190.91 104.59	0.1 4.02	1,766.49
59,811.110	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 15 Cl Pd 4.000 10/20/2039 38376WA62 Standard & Poors Rating: N/A Moody's Rating: N/A	59,036.56 98.7050	49,802.62 83.27	0.2 4.05	2,392.44
36,850.020	G N M A Gtd R E M I C Pass Thru C M O Ser 2011 136 Cl Ga 2.000 05/20/2040 38377YTL4 Standard & Poors Rating: N/A Moody's Rating: N/A	36,361.02 98.6730	35,698.46 96.88	0.1 2.03	737.00
76,883.780	F N M A Gtd R E M I C Pass Thru C M O Ser 2010 123 Cl Pm 4.000 07/25/2040 31398NY24 Standard & Poors Rating: N/A Moody's Rating: N/A	75,625.96 98.3640	77,256.18 100.48	0.2 4.07	3,075.35
130,069.150	F H L M C Partn Cert Pool #Sc0096 3.000 10/01/2040 3132D9C93 Standard & Poors Rating: N/A Moody's Rating: N/A	117,032.32 89.9770	137,921.00 106.04	0.3 3.33	3,902.07
41,864.530	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 113 Cl Pb 2.000 10/25/2040 3136A8V64 Standard & Poors Rating: N/A Moody's Rating: N/A	39,460.25 94.2570	39,391.91 94.09	0.1 2.12	837.29







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Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
90,909.180	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 5 Cl Je 2.000 07/20/2042 38378FRB8 Standard & Poors Rating: N/A Moody's Rating: N/A	82,944.63 91.2390	89,573.96 98.53	0.2 2.19	1,818.18
139,436.170	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 148 Cl Mc 2.000 11/25/2042 3136ABNZ2 Standard & Poors Rating: N/A Moody's Rating: N/A	135,046.72 96.8520	134,294.47 96.31	0.4 2.06	2,788.72
96,895.590	F H L M C Multiclass Mtg Partn C M O Ser 4165 Cl Te 1.750 12/15/2042 3137AYSH5 Standard & Poors Rating: N/A Moody's Rating: N/A	88,343.59 91.1740	98,910.98 102.08	0.2 1.92	1,695.67
43,339.270	G N M A Gtd R E M I C Pass Thru C M O Ser 2018 153 Cl Wj 3.000 11/20/2045 38381AZ58 Standard & Poors Rating: N/A Moody's Rating: N/A	42,551.80 98.1830	43,583.05 100.56	0.1 3.06	1,300.18
200,000.000	F H L M C Multiclass Mtg Partn C M O Ser K063 Cl A2 02/25/2050 Var 3137BVZ82 Standard & Poors Rating: N/A Moody's Rating: N/A	191,208.00 95.6040	201,195.31 100.60	0.5 3.59	6,860.00
108,087.290	G N M A Gtd R E M I C Pass Thru C M O Ser 2014 166 Cl Pl 05/16/2055 Var 38378XP62 Standard & Poors Rating: N/A Moody's Rating: N/A	95,431.35 88.2910	109,216.54 101.04	0.3 2.83	2,702.18
<b>Total US Government Issues</b>		<b>\$19,810,592.20</b>	<b>\$20,622,704.90</b>	<b>54.3</b>	<b>\$433,123.86</b>

**Corporate Issues**

.010	Capital One Prime Auto A B S Ser 2019 1 Cl A3 2.510 11/15/2023 14042WAC4 Standard & Poors Rating: AAA Moody's Rating: Aaa Date Last Priced: 09/16/22	0.01 100.0000 @	0.01 100.00	0.0 .00	0.00
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Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
411,000.000	Ford Credit Auto Ls Tr A B S Ser 2020 B Cl B 1.000 11/15/2023 34531RAF4 Standard & Poors Rating: AAA Moody's Rating: Aaa	410,112.24 99.7840	410,341.76 99.84	1.1 1.00	4,110.00
18,530.870	Nissan Auto Receivable Owner A B S Ser 2019 B Cl A3 2.500 11/15/2023 65479HAC1 Standard & Poors Rating: N/A Moody's Rating: Aaa	18,523.64 99.9610	18,695.69 100.89	0.1 2.50	463.27
450,000.000	Caterpillar Finl Service Medium Term Note 3.650 12/07/2023 14913Q2S7 Standard & Poors Rating: A Moody's Rating: A2	444,978.00 98.8840	456,489.00 101.44	1.2 3.69	16,425.00
84,846.970	John Deere Owner Trust A B S Ser 2019 B Cl A3 2.210 12/15/2023 477870AC3 Standard & Poors Rating: N/A Moody's Rating: Aaa	84,751.94 99.8880	85,377.26 100.62	0.2 2.21	1,875.12
140,000.000	Simon Pty Group L P 01/11/2024 Var 828807DR5 Standard & Poors Rating: A- Moody's Rating: A3	138,881.40 99.2010	140,000.00 100.00	0.4 1.23	1,705.98
500,000.000	Wells Fargo Company Medium Term Note 3.750 01/24/2024 95000U2C6 Standard & Poors Rating: BBB+ Moody's Rating: A1	492,200.00 98.4400	505,015.00 101.00	1.4 3.81	18,750.00
500,000.000	National Rural Util Coop 2.950 02/07/2024 637432NL5 Standard & Poors Rating: A- Moody's Rating: A1	488,435.00 97.6870	501,670.00 100.33	1.3 3.02	14,750.00
500,000.000	IBM Corp 3.625 02/12/2024 459200HU8 Standard & Poors Rating: A- Moody's Rating: A3	493,270.00 98.6540	508,175.00 101.64	1.4 3.67	18,125.00







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455,000.000	Goldman Sachs Group Inc 03/08/2024 Var 38141GXW9 Standard & Poors Rating: BBB+ Moody's Rating: A2	451,027.85 99.1270	455,399.95 100.09	1.2 2.37	10,671.57
54,901.180	Carmax Auto Owner Trust A B S Ser 2019 2 Cl A3 2.680 03/15/2024 14316LAC7 Standard & Poors Rating: AAA Moody's Rating: N/A	54,874.28 99.9510	55,529.54 101.14	0.2 2.68	1,471.35
154,892.620	Ford Credit Auto Owner Trust A B S Ser 2019 Cl A3 1.870 03/15/2024 34531KAD4 Standard & Poors Rating: AAA Moody's Rating: Aaa	154,486.80 99.7380	155,812.30 100.59	0.4 1.88	2,896.49
455,000.000	Jpmorgan Chase Co 03/16/2024 Var 46647PCA2 Standard & Poors Rating: A- Moody's Rating: A1	451,737.65 99.2830	456,879.15 100.41	1.2 .63	2,863.50
500,000.000	Bank Of America Corp Medium Term Note 4.000 04/01/2024 06051GFF1 Standard & Poors Rating: A- Moody's Rating: A2	494,235.00 98.8470	508,285.00 101.66	1.4 4.05	20,000.00
450,000.000	Southern Ca Edison Co 1M Gbl 2021C 24 04/01/2021 Var 842400HCO Standard & Poors Rating: A- Moody's Rating: A3	443,007.00 98.4460	450,958.50 100.21	1.2 3.04	13,490.33
500,000.000	Suntrust Bank 3.200 04/01/2024 86787EBC0 Standard & Poors Rating: A Moody's Rating: A2	488,125.00 97.6250	503,100.00 100.62	1.4 3.28	16,000.00
5,788.180	CNH Equipment Trust A B S Ser 2019 A Cl A3 3.010 04/15/2024 12596JAC7 Standard & Poors Rating: AAA Moody's Rating: Aaa	5,786.79 99.9760	5,827.52 100.68	0.0 3.01	174.22





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90,929.040	Honda Auto Receivables A B S Ser 2020 1 CI A3 1.610 04/22/2024 43813RAC1 Standard & Poors Rating: N/A Moody's Rating: Aaa	90,163.42 99.1580	90,648.44 99.69	0.3 1.62	1,463.96
500,000.000	Morgan Stanley Medium Term Note 3.875 04/29/2024 61746BDQ6 Standard & Poors Rating: A- Moody's Rating: A1	490,855.00 98.1710	505,350.00 101.07	1.4 3.95	19,375.00
32,903.290	World Omni Auto Receivables A B S Ser 2019 B CI A3 2.590 07/15/2024 98162VAD1 Standard & Poors Rating: AAA Moody's Rating: N/A	32,886.84 99.9500	33,114.07 100.64	0.1 2.59	852.20
173,056.070	Carmax Auto Owner Trust A B S Ser 2019 3 CI A3 2.180 08/15/2024 14315PAD7 Standard & Poors Rating: AAA Moody's Rating: N/A	172,261.74 99.5410	174,009.23 100.55	0.5 2.19	3,772.62
172,540.450	Gm Fin Cons Auto Rec Tr A B S Ser 2021 3 CI A2 0.210 08/16/2024 380140AB9 Standard & Poors Rating: AAA Moody's Rating: N/A	171,353.37 99.3120	172,122.57 99.76	0.5 .21	362.33
84,428.270	Captial One Prime Auto A B S Ser 2020 1 CI A3 1.600 11/15/2024 14043MAC5 Standard & Poors Rating: AAA Moody's Rating: N/A	83,670.95 99.1030	84,085.28 99.59	0.2 1.61	1,350.85
350,000.000	Discover Card Execution Note Trust A B S Ser 2017 A7 CI A7 04/15/2025 Var 254683CC7 Standard & Poors Rating: AAA Moody's Rating: Aaa	350,007.00 100.0020	350,437.50 100.13	1.0 3.18	11,122.30
500,000.000	American Express Credit Account A B S Ser 2017 7 CI A 2.350 05/15/2025 02582JHL7 Standard & Poors Rating: AAA Moody's Rating: N/A	499,850.00 99.9700	501,582.03 100.32	1.4 2.35	11,750.00







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320,000.000	Carmax Auto Owner Trust A B S Ser 2022 2 Cl A 2A 2.810 05/15/2025 14317HAB7 Standard & Poors Rating: AAA Moody's Rating: Aaa	317,603.20 99.2510	319,975.49 99.99	0.9 2.83	8,992.00
300,000.000	Citibank Credit Card Issuance Trust A B S Ser 2018 A3 Cl A3 3.290 05/23/2025 17305EGM1 Standard & Poors Rating: AAA Moody's Rating: Aaa	297,975.00 99.3250	305,398.44 101.80	0.8 3.31	9,870.00
350,000.000	Discover Card Execution Note Trust A B S Ser 2018 A2 Cl A2 08/15/2025 Var 254683CE3 Standard & Poors Rating: AAA Moody's Rating: Aaa	349,958.00 99.9880	350,410.16 100.12	1.0 2.81	9,840.95
500,000.000	American Express Credit Account A B S Ser 2018 3 Cl A 10/15/2025 Var 02582JHS2 Standard & Poors Rating: N/A Moody's Rating: Aaa	499,930.00 99.9860	501,328.13 100.27	1.4 2.80	14,006.83
60,000.000	Synchrony Credit Card Master Note A B S Ser 2017 2 Cl A 2.620 10/25/2025 87165LBU4 Standard & Poors Rating: AAA Moody's Rating: N/A	59,986.80 99.9780	60,206.25 100.34	0.2 2.62	1,572.00
344,481.680	Carmax Auto Owner Tr A B S Ser 2021 1 Cl A 3 12/15/2025 Var 14316NAC3 Standard & Poors Rating: AAA Moody's Rating: N/A	333,341.14 96.7660	339,260.63 98.48	0.9 .35	1,171.24
249,706.810	Santander Drive Auto Tr 2020 3 A B S Ser 2020 3 Cl C 1.120 12/015/2025 80285WAF4 Standard & Poors Rating: N/A Moody's Rating: Aaa	247,888.94 99.2720	249,345.90 99.86	0.7 1.13	2,796.72
250,000.000	Carmax Auto Own A B S Ser 2021 2 Cl A3 02/17/2026 Var 14314QAC8 Standard & Poors Rating: AAA Moody's Rating: N/A	241,670.00 96.6680	246,103.52 98.44	0.7 .54	1,300.00





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ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
350,000.000	Capital One Multi Asset Execution A B S Ser 2018 A2 CI A2 03/16/2026 Var 14041NFS5 Standard & Poors Rating: AAA Moody's Rating: N/R	349,846.00 99.9560	350,533.20 100.15	1.0 2.83	9,913.29
277,000.000	Ford Credit Floorplan Master A B S Ser 2019 4 CI A 2.440 09/15/2026 34528QHF4 Standard & Poors Rating: AAA Moody's Rating: Aaa	264,219.22 95.3860	268,906.41 97.08	0.7 2.56	6,758.80
150,000.000	Capital One Multi Asset A B S Ser 2022 A1 CI A1 2.800 03/15/2027 14041NFZ9 Standard & Poors Rating: AAA Moody's Rating: N/A	143,572.50 95.7150	146,015.63 97.34	0.4 2.92	4,200.00
350,000.000	American Express Credit C M O Ser 2022 2 CI A 3.390 05/17/2027 02582JJT8 Standard & Poors Rating: AAA Moody's Rating: N/A	338,614.50 96.7470	347,210.94 99.20	0.9 3.50	11,865.00
<b>Total Corporate Issues</b>		<b>\$10,450,086.22</b>	<b>\$10,613,599.50</b>	<b>28.7</b>	<b>\$276,107.92</b>
<b>Foreign Issues</b>					
450,000.000	Royal Bk Of Canada Medium Term Note 10/26/2023 Var 78015K7K4 Standard & Poors Rating: A Moody's Rating: A1	448,330.50 99.6290	451,887.75 100.42	1.2 1.45	6,499.30
455,000.000	Credit Suisse Ag New York 02/02/2024 Var 22550UAB7 Standard & Poors Rating: A Moody's Rating: A2	446,391.40 98.1080	455,728.00 100.16	1.2 2.72	12,130.30
500,000.000	Toronto Dominion Bank Medium Term Note 2.350 03/08/2024 89114TZR6 Standard & Poors Rating: A Moody's Rating: A1	482,395.00 96.4790	494,710.00 98.94	1.3 2.44	11,750.00







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**SENIOR BDS RESERVE ACCOUNT**

This statement is for the period from  
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**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Total Foreign Issues</b>		<b>\$1,377,116.90</b>	<b>\$1,402,325.75</b>	<b>3.8</b>	<b>\$30,379.60</b>
<b>Municipal Issues</b>					
520,000.000	Dallas Tx Area Rapid Tran Sales Tax Rev Taxable Sr Lien Ref Bds 2021 A 4.000 12/01/2022 Taxable 235241VW3 Standard & Poors Rating: AA+ Moody's Rating: Aa2	520,410.80 100.0790	539,016.40 103.66	1.4 4.00	20,800.00
215,000.000	New York Ny Taxable Go Bds Fiscal 1.150 03/01/2023 Taxable 64966QJD3 Standard & Poors Rating: AA Moody's Rating: Aa2	212,637.15 98.9010	215,503.10 100.23	0.6 1.16	2,472.50
350,000.000	Port Auth N Y N J Taxable Consolidated Nts AAA Ny 1.086 07/01/2023 Taxable 73358W4V3 Standard & Poors Rating: AA- Moody's Rating: Aa3	341,194.00 97.4840	348,143.50 99.47	0.9 1.11	3,801.00
280,000.000	San Diego Cnty Calif Regl Arptauth Arpt Rev Taxable Sub Ref Bds 2021 Ca 0.654 07/01/2023 Taxable 79739GPB6 Standard & Poors Rating: N/A Moody's Rating: A2	271,493.60 96.9620	280,000.00 100.00	0.7 .67	1,831.20
245,000.000	University Wa Univ Revs Taxable Gen Ref Bds 2022 B 1.470 07/01/2023 Taxable 91523NWT9 Standard & Poors Rating: AA+ Moody's Rating: Aaa	240,278.85 98.0730	245,000.00 100.00	0.7 1.50	3,601.50
410,000.000	Ref Bds 2021 0.921 02/01/2024 Taxable 346604LK5 Standard & Poors Rating: AAA Moody's Rating: Aaa	393,185.90 95.8990	410,000.00 100.00	1.1 .96	3,776.10
<b>Total Municipal Issues</b>		<b>\$1,979,200.30</b>	<b>\$2,037,663.00</b>	<b>5.4</b>	<b>\$36,282.30</b>
<b>Total Assets</b>		<b>\$36,456,685.18</b>	<b>\$37,515,834.09</b>	<b>100.0</b>	<b>\$820,610.90</b>





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**TRANSACTION DETAIL**

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	<b>Beginning Balance 09/01/2022</b>	<b>- \$2,093.75</b>	<b>\$2,093.75</b>	<b>\$37,474,058.71</b>
09/01/22	Interest Earned On Citigroup Inc 3.02786% 9/01/23 0.007693 USD/\$1 Pv On 500,000 Par Value Due 9/1/22 172967KX8	3,846.66		
09/01/22	Sold 22.27 Units Of First Am Govt Ob Fd CI Y Trade Date 9/1/22 31846V203		22.27	- 22.27
09/01/22	Sold 200,000 Par Value Of U S Treasury Nt 0.325% 10/31/23 Trade Date 8/31/22 Sold Through Mtgsus6Sfic BofA Secs New York Swift External Ref#: 00953900003530A 200,000 Par Value At 100.074065 % 91282CDE8		200,148.13	- 200,044.55
09/01/22	Received Accrued Interest On Sale Of U S Treasury Nt 0.325% 10/31/23 Income Credit 474.56 USD 91282CDE8	474.56		
09/01/22	Full Call 500,000 \$1 Pv Citigroup Inc 3.02786% 9/01/23 On 09/01/22 At 1.00 USD ST Capital Loss Of 4,058.00- USD On Federal Cost Federal Tax Cost 504,058.00 USD Corporate Action Id: 177175 172967KX8		500,000.00	- 504,058.00
09/01/22	Interest Earned On New York Ny 1.150% 3/01/23 0.00575 USD/\$1 Pv On 215,000 Par Value Due 9/1/22 64966QJD3	1,236.25		
09/01/22	Cash Disbursement Transfer To Principal 1	- 3,485.99		
09/01/22	Cash Receipt Transfer From Income 1		3,485.99	
09/01/22	Purchased 705,727.87 Units Of First Am Govt Ob Fd CI Y Trade Date 9/1/22 31846V203		- 705,727.87	705,727.87
09/01/22	Interest Earned On First Am Govt Ob Fd CI Y Interest From 8/1/22 To 8/31/22 31846V203	2,902.13		
09/02/22	Cash Disbursement Transfer To Principal 1	- 2,830.71		







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**TRANSACTION DETAIL (continued)**

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/02/22	Cash Receipt Transfer From Income 1		2,830.71	
09/02/22	Sold 498,065.52 Units Of First Am Govt Ob Fd CI Y Trade Date 9/2/22 31846V203		498,065.52	- 498,065.52
09/06/22	Sold 257,364.54 Units Of First Am Govt Ob Fd CI Y Trade Date 9/6/22 31846V203		257,364.54	- 257,364.54
09/08/22	Interest Earned On Toronto Mtn 2.350% 3/08/24 0.011619 USD/\$1 Pv On 500,000 Par Value Due 9/8/22 89114TZR6	5,809.72		
09/08/22	Purchased 5,809.72 Units Of First Am Govt Ob Fd CI Y Trade Date 9/8/22 31846V203		- 5,809.72	5,809.72
09/08/22	Interest Earned On Goldman Sachs 2.3454% 3/08/24 0.005994 USD/\$1 Pv On 455,000 Par Value Due 9/8/22 38141GXW9	2,727.18		
09/08/22	Cash Disbursement Transfer To Principal 1	- 2,621.78		
09/08/22	Cash Receipt Transfer From Income 1		2,621.78	
09/08/22	Purchased 2,727.18 Units Of First Am Govt Ob Fd CI Y Trade Date 9/8/22 31846V203		- 2,727.18	2,727.18
09/09/22	Cash Disbursement Transfer To Principal 1	- 5,809.72		
09/09/22	Cash Receipt Transfer From Income 1		5,809.72	
09/12/22	Purchased 12,388.38 Units Of First Am Govt Ob Fd CI Y Trade Date 9/12/22 31846V203		- 12,388.38	12,388.38
09/12/22	Matured 450,000 Par Value Of Mizuho Financial 2.60129% 9/11/22 Trade Date 9/11/22 450,000 Par Value At 100 % 60687YAN9		450,000.00	- 452,286.45





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TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/12/22	Interest Earned On Mizuho Financial 2.60129% 9/11/22 0.006503 USD/\$1 Pv On 450,000 Par Value Due 9/11/22 60687YAN9	2,926.45		
09/12/22	Cash Disbursement Transfer To Principal 1	- 2,926.45		
09/12/22	Cash Receipt Transfer From Income 1		2,926.45	
09/12/22	Purchased 452,926.45 Units Of First Am Govt Ob Fd CI Y Trade Date 9/12/22 31846V203		- 452,926.45	452,926.45
09/12/22	Purchased 493,076.88 Par Value Of F N M A #Fm3340 3.500% 5/01/35 Trade Date 8/30/22 Purchased Through Mitsubishi Ufj Securities (USA) 493,076.88 Par Value At 99.07812753 % 3140X6WA5		- 488,531.34	488,531.34
09/12/22	Paid Accrued Interest On Purchase Of F N M A #Fm3340 3.500% 5/01/35 Income Debit 47.93- USD 3140X6WA5	- 47.93		
09/13/22	Cash Disbursement Transfer To Principal 1	- 1.22		
09/13/22	Cash Receipt Transfer From Income 1		1.22	
09/15/22	Interest Earned On Capital One Prime 2.510% 11/15/23 \$0.00209/Pv On 6,910.64 Pv Due 9/15/22 14042WAC4	14.46		
09/15/22	Paid Down 6,910.63 Par Value Of Capital One Prime 2.510% 11/15/23 Princ/Int Due 14042WAC4		6,910.63	- 6,933.83
09/15/22	Paid Down 236,000 Par Value Of Capital One Multi 2.290% 7/15/25 Cmo Final Paydown 14041NFQ9		236,000.00	- 236,709.84
09/15/22	Paid Down 13,859.92 Par Value Of Carmax Auto Owner 3.050% 3/15/24 Cmo Final Paydown 14315NAC4		13,859.92	- 13,966.04
09/15/22	Paid Down 200,000 Par Value Of Ford Credit 2.480% 9/15/24 Cmo Final Paydown 34528QFU3		200,000.00	- 200,523.44







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**TRANSACTION DETAIL (continued)**

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Paid Down 500,000 Par Value Of Ford Credit 3.0907% 9/15/24 Cmo Final Paydown 34528QHB3		500,000.00	- 500,390.62
09/15/22	Paid Down 2,369.39 Par Value Of World Omni 1.700% 1/15/23 Cmo Final Paydown 98162HAC4		2,369.39	- 2,389.38
09/15/22	Interest Earned On CNH Equipment Trust 3.010% 4/15/24 \$0.00251/Pv On 19,354.79 Pv Due 9/15/22 12596JAC7	48.55		
09/15/22	Paid Down 13,566.61 Par Value Of CNH Equipment Trust 3.010% 4/15/24 Trade Date 9/15/22 12596JAC7		13,566.61	- 13,658.82
09/15/22	Interest Earned On Santander Drive 1.120% 12/15/25 \$0.00093/Pv On 288,465.12 Pv Due 9/15/22 80285WAF4	269.23		
09/15/22	Paid Down 38,758.31 Par Value Of Santander Drive 1.120% 12/15/25 Trade Date 9/15/22 80285WAF4		38,758.31	- 38,702.29
09/15/22	Purchased 1,186,797.1 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/15/22 31846V203		- 1,186,797.10	1,186,797.10
09/15/22	Interest Earned On F H L M C Mltcl Mtg 1.500% 5/15/27 \$0.00125/Pv On 55,157.06 Pv Due 9/15/22 3137AQQE1	68.94		
09/15/22	Paid Down 1,712.58 Par Value Of F H L M C Mltcl Mtg 1.500% 5/15/27 Trade Date 9/15/22 3137AQQE1		1,712.58	- 1,737.10
09/15/22	Interest Earned On F H L M C Mltcl Mtg 1.750% 12/15/42 \$0.00146/Pv On 98,419.48 Pv Due 9/15/22 3137AYSH5	143.53		
09/15/22	Paid Down 1,523.89 Par Value Of F H L M C Mltcl Mtg 1.750% 12/15/42 Trade Date 9/15/22 3137AYSH5		1,523.89	- 1,555.60
09/15/22	Interest Earned On F H L M C Mltcl Mtg 2.000% 11/15/26 \$0.00167/Pv On 32,328.60 Pv Due 9/15/22 3137B6DF5	53.88		





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**TRANSACTION DETAIL (continued)**

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Paid Down 2,226.41 Par Value Of F H L M C Mltcl Mtg 2.000% 11/15/26 Trade Date 9/15/22 3137B6DF5		2,226.41	- 2,263.23
09/15/22	Interest Earned On F H L M C Mltcl Mtg 2.500% 12/15/27 \$0.00208/Pv On 48,231.04 Pv Due 9/15/22 3137B9RN7	100.48		
09/15/22	Paid Down 3,019.15 Par Value Of F H L M C Mltcl Mtg 2.500% 12/15/27 Trade Date 9/15/22 3137B9RN7		3,019.15	- 3,068.93
09/15/22	Interest Earned On American Express 2.350% 5/15/25 \$0.00196/Pv On 500,000.00 Pv Due 9/15/22 02582JHL7	979.17		
09/15/22	Interest Earned On American Express 2.80137% 10/15/25 \$0.00233/Pv On 500,000.00 Pv Due 9/15/22 02582JHS2	1,167.24		
09/15/22	Interest Earned On American Express 3.390% 5/17/27 \$0.00283/Pv On 350,000.00 Pv Due 9/15/22 02582JJT8	988.75		
09/15/22	Interest Earned On Capital One Multi 2.290% 7/15/25 \$0.00191/Pv On 236,000.00 Pv Due 9/15/22 14041NFQ9	450.37		
09/15/22	Interest Earned On Capital One Multi 2.83237% 3/16/26 \$0.00236/Pv On 350,000.00 Pv Due 9/15/22 14041NFS5	826.11		
09/15/22	Interest Earned On Capital One Multi 2.800% 3/15/27 \$0.00233/Pv On 150,000.00 Pv Due 9/15/22 14041NFZ9	350.00		
09/15/22	Interest Earned On Capitol One Prime 1.600% 11/15/24 \$0.00133/Pv On 94,369.98 Pv Due 9/15/22 14043MAC5	125.83		
09/15/22	Paid Down 9,941.71 Par Value Of Capitol One Prime 1.600% 11/15/24 Trade Date 9/15/22 14043MAC5		9,941.71	- 9,901.32
09/15/22	Interest Earned On Carmax Auto Own 0.520% 2/17/26 \$0.00043/Pv On 250,000.00 Pv Due 9/15/22 14314QAC8	108.33		







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**TRANSACTION DETAIL (continued)**

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On Carmax Auto Owner 3.050% 3/15/24 \$0.00254/Pv On 13,859.92 Pv Due 9/15/22 14315NAC4	35.23		
09/15/22	Interest Earned On Carmax Auto Owner 2.180% 8/15/24 \$0.00182/Pv On 200,291.36 Pv Due 9/15/22 14315PAD7	363.86		
09/15/22	Paid Down 27,235.29 Par Value Of Carmax Auto Owner 2.180% 8/15/24 Trade Date 9/15/22 14315PAD7		27,235.29	- 27,385.30
09/15/22	Interest Earned On Carmax Auto Owner 2.680% 3/15/24 \$0.00223/Pv On 80,097.95 Pv Due 9/15/22 14316LAC7	178.89		
09/15/22	Paid Down 25,196.77 Par Value Of Carmax Auto Owner 2.680% 3/15/24 Trade Date 9/15/22 14316LAC7		25,196.77	- 25,485.15
09/15/22	Interest Earned On Carmax Auto Owner 0.340% 12/15/25 \$0.00028/Pv On 365,796.23 Pv Due 9/15/22 14316NAC3	103.65		
09/15/22	Paid Down 21,314.55 Par Value Of Carmax Auto Owner 0.340% 12/15/25 Trade Date 9/15/22 14316NAC3		21,314.55	- 20,991.51
09/15/22	Interest Earned On Carmax Auto Owner 2.810% 5/15/25 \$0.00234/Pv On 320,000.00 Pv Due 9/15/22 14317HAB7	749.33		
09/15/22	Interest Earned On Discover Card 2.8427% 4/15/25 \$0.00237/Pv On 350,000.00 Pv Due 9/15/22 254683CC7	829.12		
09/15/22	Interest Earned On Discover Card 2.8117% 8/15/25 \$0.00234/Pv On 350,000.00 Pv Due 9/15/22 254683CE3	820.08		
09/15/22	Interest Earned On Ford Credit 2.480% 9/15/24 \$0.00207/Pv On 200,000.00 Pv Due 9/15/22 34528QFU3	413.33		
09/15/22	Interest Earned On Ford Credit 3.0907% 9/15/24 \$0.00258/Pv On 500,000.00 Pv Due 9/15/22 34528QHB3	1,287.79		





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TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On Ford Credit 2.440% 9/15/26 \$0.00203/Pv On 277,000.00 Pv Due 9/15/22 34528QHF4	563.23		
09/15/22	Interest Earned On Ford Credit Auto 1.870% 3/15/24 \$0.00156/Pv On 196,432.14 Pv Due 9/15/22 34531KAD4	306.11		
09/15/22	Paid Down 41,539.52 Par Value Of Ford Credit Auto 1.870% 3/15/24 Trade Date 9/15/22 34531KAD4		41,539.52	- 41,786.16
09/15/22	Interest Earned On Ford Credit Auto Ls 1.000% 11/15/23 \$0.00083/Pv On 411,000.00 Pv Due 9/15/22 34531RAF4	342.50		
09/15/22	Interest Earned On John Deere Owner 2.210% 12/15/23 \$0.00184/Pv On 114,423.82 Pv Due 9/15/22 477870AC3	210.73		
09/15/22	Paid Down 29,576.85 Par Value Of John Deere Owner 2.210% 12/15/23 Trade Date 9/15/22 477870AC3		29,576.85	- 29,761.70
09/15/22	Interest Earned On Nissan Auto 2.500% 11/15/23 \$0.00208/Pv On 32,023.63 Pv Due 9/15/22 65479HAC1	66.72		
09/15/22	Paid Down 13,492.76 Par Value Of Nissan Auto 2.500% 11/15/23 Trade Date 9/15/22 65479HAC1		13,492.76	- 13,612.78
09/15/22	Interest Earned On Synchrony Credit 2.620% 10/15/25 \$0.00218/Pv On 60,000.00 Pv Due 9/15/22 87165LBU4	131.00		
09/15/22	Interest Earned On World Omni 1.700% 1/15/23 \$0.00142/Pv On 2,369.39 Pv Due 9/15/22 98162HAC4	3.36		
09/15/22	Interest Earned On World Omni Auto 2.590% 7/15/24 \$0.00216/Pv On 55,799.92 Pv Due 9/15/22 98162VAD1	120.44		
09/15/22	Paid Down 22,896.63 Par Value Of World Omni Auto 2.590% 7/15/24 Trade Date 9/15/22 98162VAD1		22,896.63	- 23,043.31







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**TRANSACTION DETAIL (continued)**

<b>Date Posted</b>	<b>Description</b>	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Tax Cost</b>
09/15/22	Paid Down 2,604.85 Par Value Of G N M A #778953 3.000% 3/15/27 For Record Date Of August Due 9/15/22 August GNMA Due 9/15/22 36176XE21		2,604.85	- 2,683.43
09/15/22	Interest Earned On G N M A #778953 3.000% 3/15/27 August GNMA Due 9/15/22 36176XE21	184.28		
09/15/22	Paid Down 2,472.67 Par Value Of F H L M C Gd G18561 3.000% 7/01/30 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 3128MMTT0		2,472.67	- 2,444.85
09/15/22	Interest Earned On F H L M C Gd G18561 3.000% 7/01/30 August FHLMC Due 9/15/22 3128MMTT0	302.29		
09/15/22	Paid Down 2,996.12 Par Value Of F H L M C Gd G18568 2.500% 9/01/30 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 3128MMT29		2,996.12	- 2,904.36
09/15/22	Interest Earned On F H L M C Gd G18568 2.500% 9/01/30 August FHLMC Due 9/15/22 3128MMT29	253.72		
09/15/22	Paid Down 1,458.9 Par Value Of F H L M C Gd G18569 3.000% 9/01/30 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 3128MMT37		1,458.90	- 1,438.61
09/15/22	Interest Earned On F H L M C Gd G18569 3.000% 9/01/30 August FHLMC Due 9/15/22 3128MMT37	162.50		
09/15/22	Paid Down 1,265.08 Par Value Of F H L M C Gd G18571 2.500% 10/01/30 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 3128MMT52		1,265.08	- 1,316.64
09/15/22	Interest Earned On F H L M C Gd G18571 2.500% 10/01/30 August FHLMC Due 9/15/22 3128MMT52	142.21		
09/15/22	Paid Down 1,414.8 Par Value Of F H L M C Gd G18586 2.500% 2/01/31 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 3128MMUL5		1,414.80	- 1,464.30





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On F H L M C Gd G18586 2.500% 2/01/31 August FHLMC Due 9/15/22 3128MMUL5	139.23		
09/15/22	Paid Down 1,532.88 Par Value Of F H L M C Gd J32243 3.000% 7/01/30 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 31307NP40		1,532.88	- 1,626.75
09/15/22	Interest Earned On F H L M C Gd J32243 3.000% 7/01/30 August FHLMC Due 9/15/22 31307NP40	316.90		
09/15/22	Cash Disbursement Transfer To Principal 1	- 13,379.49		
09/15/22	Cash Receipt Transfer From Income 1		13,379.49	
09/15/22	Purchased 211,043.53 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/15/22 31846V203		- 211,043.53	211,043.53
09/16/22	Interest Earned On Gm Fin Cons Auto 0.210% 8/16/24 \$0.00018/Pv On 207,688.00 Pv Due 9/16/22 380140AB9	36.35		
09/16/22	Paid Down 35,147.55 Par Value Of Gm Fin Cons Auto 0.210% 8/16/24 Trade Date 9/16/22 380140AB9		35,147.55	- 35,062.43
09/16/22	Sold 564,553.1 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/16/22 31846V203		564,553.10	- 564,553.10
09/16/22	Interest Earned On G N M A Gtd Remic 4.000% 7/16/39 \$0.00333/Pv On 45,605.15 Pv Due 9/16/22 38376V2E6	152.02		
09/16/22	Paid Down 1,442.94 Par Value Of G N M A Gtd Remic 4.000% 7/16/39 Trade Date 9/16/22 38376V2E6		1,442.94	- 1,509.22
09/16/22	Interest Earned On G N M A Gtd Remic 2.500% 5/16/55 \$0.00208/Pv On 108,360.20 Pv Due 9/16/22 38378XP62	225.75		







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/16/22	Paid Down 272.91 Par Value Of G N M A Gtd Remic 2.500% 5/16/55 Trade Date 9/16/22 38378XP62		272.91	- 275.76
09/16/22	Purchased 215,000 Par Value Of F H L M C Mltcl Mt 3.284% 6/25/25 Trade Date 9/13/22 Purchased Through Wfslus33 Wells Fargo Charl Nc Swift External Ref#: 00953900003580A 215,000 Par Value At 97.84374884 % 3137BLAC2		- 210,364.06	210,364.06
09/16/22	Paid Accrued Interest On Purchase Of F H L M C Mltcl Mt 3.284% 6/25/25 Income Debit 294.19- USD 3137BLAC2	- 294.19		
09/16/22	Purchased 100,000 Par Value Of F H L M C Mltcl Mtg 3.291% 3/25/27 Trade Date 9/13/22 Purchased Through Brean Capital LLC Swift External Ref#: 00953900003590B 100,000 Par Value At 96.70313 % 3137BXRT1		- 96,703.13	96,703.13
09/16/22	Paid Accrued Interest On Purchase Of F H L M C Mltcl Mtg 3.291% 3/25/27 Income Debit 137.13- USD 3137BXRT1	- 137.13		
09/16/22	Interest Earned On Jpmorgan Chase Co 0.62934% 3/16/24 0.006335 USD/\$1 Pv On 455,000 Par Value Due 9/16/22 46647PCA2	2,882.20		
09/16/22	Cash Disbursement Transfer To Principal 1	- 3,160.89		
09/16/22	Cash Receipt Transfer From Income 1		3,160.89	
09/16/22	Sold 302,522.69 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/16/22 31846V203		302,522.69	- 302,522.69
09/16/22	Purchased 600,000 Par Value Of Virginia Elec Pwr Co C P 9/22/22 Trade Date 9/16/22 Purchased Through Mizuho Securities USA Inc. Swift External Ref#: 00953900003620A 600,000 Par Value At 99.95616667 % 92780KJN9		- 599,737.00	599,737.00
09/19/22	Sold 175,000 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/19/22 31846V203		175,000.00	- 175,000.00





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/19/22	Cash Disbursement Transfer To Principal 1	- 36.35		
09/19/22	Cash Receipt Transfer From Income 1		36.35	
09/20/22	Paid Down 1,800.98 Par Value Of G N M A I I #Ma0908 2.500% 4/20/28 P & I Due 09/20/22 36179NAH1		1,800.98	- 1,862.89
09/20/22	Interest Earned On G N M A I I #Ma0908 2.500% 4/20/28 P & I Due 09/20/22 36179NAH1	160.46		
09/20/22	Interest Earned On Gm Fin Auto Lease 0.80003% 7/20/23 \$0.00067/Pv On 19,120.98 Pv Due 9/20/22 36259PAD8	12.75		
09/20/22	Paid Down 19,120.98 Par Value Of Gm Fin Auto Lease 0.80003% 7/20/23 Cmo Final Paydown 36259PAD8		19,120.98	- 19,137.41
09/20/22	Purchased 21,535.32 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/20/22 31846V203		- 21,535.32	21,535.32
09/20/22	Interest Earned On G N M A Gtd Remic 4.000% 10/20/39 \$0.00333/Pv On 61,983.62 Pv Due 9/20/22 38376WA62	206.61		
09/20/22	Paid Down 2,172.51 Par Value Of G N M A Gtd Remic 4.000% 10/20/39 Trade Date 9/20/22 38376WA62		2,172.51	- 1,829.44
09/20/22	Interest Earned On G N M A Gtd Remic 2.000% 5/20/40 \$0.00167/Pv On 37,980.07 Pv Due 9/20/22 38377YTL4	63.30		
09/20/22	Paid Down 1,130.05 Par Value Of G N M A Gtd Remic 2.000% 5/20/40 Trade Date 9/20/22 38377YTL4		1,130.05	- 1,094.74
09/20/22	Interest Earned On G N M A Gtd Remic 2.000% 7/20/42 \$0.00167/Pv On 92,044.19 Pv Due 9/20/22 38378FRB8	153.41		
09/20/22	Paid Down 1,135.01 Par Value Of G N M A Gtd Remic 2.000% 7/20/42 Trade Date 9/20/22 38378FRB8		1,135.01	- 1,118.34







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09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 11/20/45 \$0.00250/Pv On 46,278.01 Pv Due 9/20/22 38381AZ58	115.70		
09/20/22	Paid Down 2,938.74 Par Value Of G N M A Gtd Remic 3.000% 11/20/45 Trade Date 9/20/22 38381AZ58		2,938.74	- 2,955.27
09/20/22	Paid Down 4,109.12 Par Value Of G N M A I I #Ma0909 3.000% 4/20/28 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179NAJ7		4,109.12	- 4,066.74
09/20/22	Interest Earned On G N M A I I #Ma0909 3.000% 4/20/28 August GNMA Due 9/20/22 36179NAJ7	304.37		
09/20/22	Paid Down 2,377.55 Par Value Of G N M A I I #Ma1134 3.000% 7/20/28 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179NHK7		2,377.55	- 2,442.22
09/20/22	Interest Earned On G N M A I I #Ma1134 3.000% 7/20/28 August GNMA Due 9/20/22 36179NHK7	211.23		
09/20/22	Paid Down 956.5 Par Value Of G N M A I I #Ma0602 3.000% 12/20/27 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179MU32		956.50	- 990.18
09/20/22	Interest Earned On G N M A I I #Ma0602 3.000% 12/20/27 August GNMA Due 9/20/22 36179MU32	115.71		
09/20/22	Paid Down 840.2 Par Value Of G N M A I I #Ma4691 3.500% 9/20/32 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179TF83		840.20	- 882.97
09/20/22	Interest Earned On G N M A I I #Ma4691 3.500% 9/20/32 August GNMA Due 9/20/22 36179TF83	126.47		
09/20/22	Paid Down 1,430.68 Par Value Of G N M A I I #Ma2936 3.500% 7/20/30 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179RHM4		1,430.68	- 1,495.91





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Interest Earned On G N M A I I #Ma2936 3.500% 7/20/30 August GNMA Due 9/20/22 36179RHM4	130.79		
09/20/22	Purchased 139,436.17 Par Value Of F N M A Gtd Remic 2.000% 11/25/42 Trade Date 9/15/22 Purchased Through Oppenheimer & Co. Inc. Swift External Ref#: 00953900003600A 139,436.17 Par Value At 96.31250339 % 3136ABNZ2		- 134,294.47	134,294.47
09/20/22	Paid Accrued Interest On Purchase Of F N M A Gtd Remic 2.000% 11/25/42 Income Debit 147.18- USD 3136ABNZ2	- 147.18		
09/20/22	Cash Disbursement Transfer To Principal 1	- 1,280.41		
09/20/22	Cash Receipt Transfer From Income 1		1,280.41	
09/20/22	Sold 115,923.7 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/20/22 31846V203		115,923.70	- 115,923.70
09/20/22	Purchased 16,065.54 Par Value Of G N M A Gtd Remic 1.500% 8/20/27 Trade Date 9/12/22 Purchased Through Millennium Advisors, LLC 16,065.54 Par Value At 95.34376062 % 38378HAU0		- 15,317.49	15,317.49
09/20/22	Paid Accrued Interest On Purchase Of G N M A Gtd Remic 1.500% 8/20/27 Income Debit 9.37- USD 38378HAU0	- 9.37		
09/21/22	Interest Earned On Honda Auto 1.610% 4/22/24 \$0.00134/Pv On 103,049.93 Pv Due 9/21/22 43813RAC1	138.26		
09/21/22	Paid Down 12,120.89 Par Value Of Honda Auto 1.610% 4/22/24 Trade Date 9/21/22 43813RAC1		12,120.89	- 12,083.49
09/21/22	Purchased 12,259.15 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/21/22 31846V203		- 12,259.15	12,259.15
09/21/22	Cash Disbursement Transfer To Principal 1	- 173.48		







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/21/22	Cash Receipt Transfer From Income 1		173.48	
09/22/22	Matured 600,000 Par Value Of Virginia Elec Pwr Co C P 9/22/22 Trade Date 9/22/22 600,000 Par Value At 100 % 92780KJN9		599,737.00	- 599,737.00
09/22/22	Interest Earned On Virginia Elec Pwr Co C P 9/22/22 600,000 Par Value At 100 % 92780KJN9	263.00		
09/22/22	Cash Disbursement Transfer To Principal 1	- 401.26		
09/22/22	Cash Receipt Transfer From Income 1		401.26	
09/22/22	Purchased 600,000 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/22/22 31846V203		- 600,000.00	600,000.00
09/23/22	Purchased 170,000 Par Value Of F H L M C Mltcl Mt 3.750% 8/25/25 Trade Date 9/20/22 Purchased Through Toronto Dominion Securities (U Swift External Ref#: 00953900003710A 170,000 Par Value At 98.56640588 % 3137FJXQ7		- 167,562.89	167,562.89
09/23/22	Paid Accrued Interest On Purchase Of F H L M C Mltcl Mt 3.750% 8/25/25 Income Debit 389.58- USD 3137FJXQ7	- 389.58		
09/23/22	Sold 450,000 Par Value Of Hsbc Hldgs Plc 2.00319% 11/22/24 Trade Date 9/22/22 Sold Through Hsbc Securities, Inc. Swift External Ref#: 00953900003760A 450,000 Par Value At 97.9845 % 404280CZ0		440,930.25	- 450,224.75
09/23/22	Received Accrued Interest On Sale Of Hsbc Hldgs Plc 2.00319% 11/22/24 Income Credit 1,144.49 USD 404280CZ0	1,144.49		
09/23/22	Cash Disbursement Transfer To Principal 1	- 754.91		
09/23/22	Cash Receipt Transfer From Income 1		754.91	





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/23/22	Purchased 274,122.27 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/23/22 31846V203		- 274,122.27	274,122.27
09/26/22	Paid Down 266,171.34 Par Value Of F N M A #An2905 2.550% 10/01/28 P & I Due 09/25/22 3138LFGP7		266,171.34	- 273,477.49
09/26/22	Interest Earned On F N M A #An2905 2.550% 10/01/28 P & I Due 09/25/22 3138LFGP7	584.47		
09/26/22	Paid Down 766.61 Par Value Of F N M A #An1613 2.550% 7/01/26 P & I Due 09/25/22 3138LDYK3		766.61	- 748.70
09/26/22	Interest Earned On F N M A #An1613 2.550% 7/01/26 P & I Due 09/25/22 3138LDYK3	820.42		
09/26/22	Interest Earned On F N M A #BI1359 3.460% 1/01/26 Int Due 9/25/22 3140HSQM6	1,042.80		
09/26/22	Interest Earned On F N M A Gtd Remic 3.021% 8/25/24 Penalty Payment 3136ALYF2	1.32		
09/26/22	Interest Earned On F N M A Gtd Remic 3.103% 7/25/24 Penalty Payment 3136AKXV0	0.29		
09/26/22	Interest Earned On F N M A Gtd Remic 2.702% 2/25/26 Penalty Payment 3136ARTE8	8.41		
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.905% 4/25/24 \$0.00262/Pv On 391,874.52 Pv Due 9/25/22 3137BYPQ7	1,027.09		
09/26/22	Paid Down 14,693.36 Par Value Of F H L M C Mltcl Mt 2.905% 4/25/24 Trade Date 9/25/22 3137BYPQ7		14,693.36	- 14,666.38
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.320% 2/25/23 \$0.00277/Pv On 214,163.81 Pv Due 9/25/22 3137B36J2	592.52		







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 4,673.32 Par Value Of F H L M C Mltcl Mt 3.320% 2/25/23 Trade Date 9/25/22 3137B36J2		4,673.32	- 4,707.27
09/26/22	Paid Down 222,235.84 Par Value Of F H L M C Mltcl Mtg 2.682% 10/25/22 Cmo Final Paydown 3137AYCE9		222,235.84	- 222,669.89
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.573% 9/25/22 \$0.00214/Pv On 38,286.60 Pv Due 9/25/22 3137AXHP1	82.09		
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.637% 1/25/23 \$0.00220/Pv On 160,108.17 Pv Due 9/25/22 3137B1UG5	351.84		
09/26/22	Paid Down 16,894.06 Par Value Of F H L M C Mltcl Mtg 2.637% 1/25/23 Trade Date 9/25/22 3137B1UG5		16,894.06	- 17,053.76
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.329% 5/25/25 \$0.00277/Pv On 35,000.00 Pv Due 9/25/22 3137BKRJ1	97.10		
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.802% 1/25/25 \$0.00234/Pv On 120,427.12 Pv Due 9/25/22 3137BLW87	281.20		
09/26/22	Paid Down 3,525.84 Par Value Of F H L M C Mltcl Mtg 2.802% 1/25/25 Trade Date 9/25/22 3137BLW87		3,525.84	- 3,513.72
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.887% 4/25/25 \$0.00241/Pv On 120,440.87 Pv Due 9/25/22 3137BM7B6	289.76		
09/26/22	Paid Down 10,737.91 Par Value Of F H L M C Mltcl Mtg 2.887% 4/25/25 Trade Date 9/25/22 3137BM7B6		10,737.91	- 10,637.66
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.30804% 9/25/25 \$0.00276/Pv On 375,000.00 Pv Due 9/25/22 3137BM7C4	1,033.75		
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.15096% 11/25/25 \$0.00263/Pv On 300,000.00 Pv Due 9/25/22 3137BMTX4	787.75		





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.406% 3/25/23 \$0.00201/Pv On 130,378.67 Pv Due 9/25/22 3137BQBZ9	261.41		
09/26/22	Paid Down 13,218.21 Par Value Of F H L M C Mltcl Mtg 2.406% 3/25/23 Trade Date 9/25/22 3137BQBZ9		13,218.21	- 13,321.48
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.413% 12/25/26 \$0.00284/Pv On 500,000.00 Pv Due 9/25/22 3137BUX60	1,422.08		
09/26/22	Interest Earned On F H L M C Mltcl Mtg 0.7404% 1/25/26 \$0.00243/Pv On 375,000.00 Pv Due 9/25/22 3137F4CZ3	912.50		
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.600% 2/25/25 \$0.00300/Pv On 347,812.73 Pv Due 9/25/22 3137F4WZ1	1,043.44		
09/26/22	Paid Down 472.43 Par Value Of F H L M C Mltcl Mtg 3.600% 2/25/25 Trade Date 9/25/22 3137F4WZ1		472.43	- 475.66
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.77704% 8/25/27 \$0.00253/Pv On 119,215.20 Pv Due 9/25/22 3137FBAB2	301.81		
09/26/22	Paid Down 1,758.12 Par Value Of F H L M C Mltcl Mt 2.77704% 8/25/27 Trade Date 9/25/22 3137FBAB2		1,758.12	- 1,910.30
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.281% 8/25/27 \$0.00273/Pv On 200,000.00 Pv Due 9/25/22 3137FBAJ5	546.83		
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.444% 12/25/27 \$0.00287/Pv On 158,000.00 Pv Due 9/25/22 3137FEBQ2	453.46		
09/26/22	Interest Earned On F H L M C Mltcl Mt 0.40248% 1/25/28 \$0.00279/Pv On 750,000.00 Pv Due 9/25/22 3137FETN0	2,093.75		
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.94404% 12/25/29 \$0.00329/Pv On 382,582.78 Pv Due 9/25/22 3137FKKM7	1,259.34		







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 1,110.72 Par Value Of F H L M C Mltcl Mt 3.94404% 12/25/29 Trade Date 9/25/22 3137FKKM7		1,110.72	- 1,128.47
09/26/22	Interest Earned On F H L M C Mltcl Mt 0.62136% 1/25/29 \$0.00297/Pv On 350,000.00 Pv Due 9/25/22 3137FL6P4	1,039.21		
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.87496% 11/25/28 \$0.00219/Pv On 127,896.86 Pv Due 9/25/22 3137FNAD2	280.41		
09/26/22	Paid Down 418.59 Par Value Of F H L M C Mltcl Mt 2.87496% 11/25/28 Trade Date 9/25/22 3137FNAD2		418.59	- 425.61
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.258% 6/25/29 \$0.00188/Pv On 173,509.65 Pv Due 9/25/22 3137FPJF3	326.49		
09/26/22	Paid Down 539.54 Par Value Of F H L M C Mltcl Mt 2.258% 6/25/29 Trade Date 9/25/22 3137FPJF3		539.54	- 542.79
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.51196% 7/25/29 \$0.00183/Pv On 173,809.95 Pv Due 9/25/22 3137FQ3Y7	317.20		
09/26/22	Paid Down 449.14 Par Value Of F H L M C Mltcl Mt 2.51196% 7/25/29 Trade Date 9/25/22 3137FQ3Y7		449.14	- 450.29
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.250% 4/25/23 \$0.00271/Pv On 95,908.85 Pv Due 9/25/22 3137B3NA2	259.75		
09/26/22	Paid Down 2,597.47 Par Value Of F H L M C Mltcl Mt 3.250% 4/25/23 Trade Date 9/25/22 3137B3NA2		2,597.47	- 2,610.86
09/26/22	Purchased 322,989.99 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/26/22 31846V203		- 322,989.99	322,989.99
09/26/22	Interest Earned On F N M A Gtd Remic 1.250% 4/25/28 \$0.00104/Pv On 63,516.53 Pv Due 9/25/22 3136ADZA0	66.16		





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TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 1,394.68 Par Value Of F N M A Gtd Remic 1.250% 4/25/28 Trade Date 9/25/22 3136ADZA0		1,394.68	- 1,408.33
09/26/22	Interest Earned On F N M A Gtd Remic 3.103% 7/25/24 \$0.00259/Pv On 63,950.19 Pv Due 9/25/22 3136AKXV0	165.36		
09/26/22	Paid Down 1,734.07 Par Value Of F N M A Gtd Remic 3.103% 7/25/24 Trade Date 9/25/22 3136AKXV0		1,734.07	- 1,726.48
09/26/22	Interest Earned On F N M A Gtd Remic 3.021% 8/25/24 \$0.00252/Pv On 76,727.14 Pv Due 9/25/22 3136ALYF2	193.16		
09/26/22	Paid Down 4,425.84 Par Value Of F N M A Gtd Remic 3.021% 8/25/24 Trade Date 9/25/22 3136ALYF2		4,425.84	- 4,412.87
09/26/22	Interest Earned On F N M A Gtd Remic 2.000% 11/25/31 \$0.00167/Pv On 47,382.98 Pv Due 9/25/22 3136AQZK9	78.97		
09/26/22	Paid Down 1,621.59 Par Value Of F N M A Gtd Remic 2.000% 11/25/31 Trade Date 9/25/22 3136AQZK9		1,621.59	- 1,665.52
09/26/22	Interest Earned On F N M A Gtd Remic 2.702% 2/25/26 \$0.00225/Pv On 468,863.88 Pv Due 9/25/22 3136ARTE8	1,055.73		
09/26/22	Paid Down 19,612.28 Par Value Of F N M A Gtd Remic 2.702% 2/25/26 Trade Date 9/25/22 3136ARTE8		19,612.28	- 19,247.61
09/26/22	Interest Earned On F N M A Gtd Remic 2.639% 12/25/26 \$0.00220/Pv On 398,585.59 Pv Due 9/25/22 3136AVY52	876.84		
09/26/22	Paid Down 429.94 Par Value Of F N M A Gtd Remic 2.639% 12/25/26 Trade Date 9/25/22 3136AVY52		429.94	- 413.23
09/26/22	Interest Earned On F H L M C Mltcl 0.826% 9/25/30 \$0.00069/Pv On 177,519.43 Pv Due 9/25/22 3137FWHY9	122.25		







**ACCOUNT NUMBER: 226122002**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
**TOLL REVENUE SENIOR LIEN REF BDS**  
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**SENIOR BDS RESERVE ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**TRANSACTION DETAIL (continued)**

<b>Date Posted</b>	<b>Description</b>	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Tax Cost</b>
09/26/22	Paid Down 1,035.48 Par Value Of F H L M C Mltcl 0.826% 9/25/30 Trade Date 9/25/22 3137FWHY9		1,035.48	- 1,030.30
09/26/22	Interest Earned On F N M A Gtd Remic 4.000% 7/25/40 \$0.00333/Pv On 79,579.97 Pv Due 9/25/22 31398NY24	265.27		
09/26/22	Paid Down 2,696.19 Par Value Of F N M A Gtd Remic 4.000% 7/25/40 Trade Date 9/25/22 31398NY24		2,696.19	- 2,709.25
09/26/22	Paid Down 1,768.3 Par Value Of F H L M C #Zs8585 3.000% 10/01/30 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132A9RE9		1,768.30	- 1,743.43
09/26/22	Interest Earned On F H L M C #Zs8585 3.000% 10/01/30 August FHLMC Due 9/25/22 3132A9RE9	234.25		
09/26/22	Paid Down 1,618.99 Par Value Of F H L M C #Zs8673 3.000% 10/01/32 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132A9T64		1,618.99	- 1,687.09
09/26/22	Interest Earned On F H L M C #Zs8673 3.000% 10/01/32 August FHLMC Due 9/25/22 3132A9T64	198.87		
09/26/22	Paid Down 1,718.54 Par Value Of F H L M C #Zs8665 3.000% 7/01/32 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132A9TW7		1,718.54	- 1,688.20
09/26/22	Interest Earned On F H L M C #Zs8665 3.000% 7/01/32 August FHLMC Due 9/25/22 3132A9TW7	223.82		
09/26/22	Paid Down 1,206.83 Par Value Of F H L M C #Zs8063 2.500% 9/01/32 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132A85Y1		1,206.83	- 1,167.99
09/26/22	Interest Earned On F H L M C #Zs8063 2.500% 9/01/32 August FHLMC Due 9/25/22 3132A85Y1	127.65		





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**SENIOR BDS RESERVE ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**TRANSACTION DETAIL (continued)**

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 2,092.81 Par Value Of F H L M C #Zt1989 3.500% 1/01/33 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132AEF68		2,092.81	- 2,248.75
09/26/22	Interest Earned On F H L M C #Zt1989 3.500% 1/01/33 August FHLMC Due 9/25/22 3132AEF68	287.23		
09/26/22	Paid Down 2,111.32 Par Value Of F H L M C #Sb8026 2.500% 12/01/34 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132D54K5		2,111.32	- 2,008.72
09/26/22	Interest Earned On F H L M C #Sb8026 2.500% 12/01/34 August FHLMC Due 9/25/22 3132D54K5	304.73		
09/26/22	Paid Down 628.05 Par Value Of F H L M C #Sb8057 2.000% 8/01/35 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132D55S7		628.05	- 582.52
09/26/22	Interest Earned On F H L M C #Sb8057 2.000% 8/01/35 August FHLMC Due 9/25/22 3132D55S7	93.60		
09/26/22	Paid Down 1,200.72 Par Value Of F H L M C #Sc0096 3.000% 10/01/40 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132D9C93		1,200.72	- 1,273.20
09/26/22	Interest Earned On F H L M C #Sc0096 3.000% 10/01/40 August FHLMC Due 9/25/22 3132D9C93	328.17		
09/26/22	Paid Down 2,289.8 Par Value Of F H L M C #Sb8505 2.500% 10/01/35 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132D6NW6		2,289.80	- 2,202.86
09/26/22	Interest Earned On F H L M C #Sb8505 2.500% 10/01/35 August FHLMC Due 9/25/22 3132D6NW6	337.20		
09/26/22	Paid Down 910.34 Par Value Of F H L M C #Sb8015 2.500% 11/01/34 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132D53Y6		910.34	- 866.10







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**SENIOR BDS RESERVE ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**TRANSACTION DETAIL (continued)**

<b>Date Posted</b>	<b>Description</b>	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Tax Cost</b>
09/26/22	Interest Earned On F H L M C #Sb8015 2.500% 11/01/34 August FHLMC Due 9/25/22 3132D53Y6	109.75		
09/26/22	Paid Down 75,760.51 Par Value Of F N M A #AI3168 2.391% 2/01/23 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138EKQW8		75,760.51	- 75,725.00
09/26/22	Interest Earned On F N M A #AI3168 2.391% 2/01/23 August FNMA Due 9/25/22 3138EKQW8	194.25		
09/26/22	Paid Down 21,201.29 Par Value Of F N M A #AI3251 2.379% 2/01/23 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138EKTH8		21,201.29	- 21,191.35
09/26/22	Interest Earned On F N M A #AI3251 2.379% 2/01/23 August FNMA Due 9/25/22 3138EKTH8	316.23		
09/26/22	Paid Down 152.14 Par Value Of F N M A #BI1077 4.000% 12/01/28 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140HSFT3		152.14	- 157.86
09/26/22	Interest Earned On F N M A #BI1077 4.000% 12/01/28 August FNMA Due 9/25/22 3140HSFT3	408.32		
09/26/22	Paid Down 166.35 Par Value Of F N M A #An0992 3.120% 2/01/26 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138LDC68		166.35	- 165.00
09/26/22	Interest Earned On F N M A #An0992 3.120% 2/01/26 August FNMA Due 9/25/22 3138LDC68	237.31		
09/26/22	Paid Down 19,601.21 Par Value Of F N M A #Bm1757 2.413% 4/01/23 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140J55T2		19,601.21	- 19,595.09
09/26/22	Interest Earned On F N M A #Bm1757 2.413% 4/01/23 August FNMA Due 9/25/22 3140J55T2	149.23		





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This statement is for the period from  
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TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 199.98 Par Value Of F N M A #An1746 2.150% 9/01/23 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138LD5G4		199.98	- 197.98
09/26/22	Interest Earned On F N M A #An1746 2.150% 9/01/23 August FNMA Due 9/25/22 3138LD5G4	209.48		
09/26/22	Paid Down 1,441.04 Par Value Of F N M A #Ma0293 4.500% 1/01/30 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31417YKF3		1,441.04	- 752.45
09/26/22	Interest Earned On F N M A #Ma0293 4.500% 1/01/30 August FNMA Due 9/25/22 31417YKF3	214.45		
09/26/22	Paid Down 828.41 Par Value Of F N M A #Ma2803 2.500% 11/01/31 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418CDH4		828.41	- 800.97
09/26/22	Interest Earned On F N M A #Ma2803 2.500% 11/01/31 August FNMA Due 9/25/22 31418CDH4	90.27		
09/26/22	Paid Down 1,788.04 Par Value Of F N M A #Fm1155 2.500% 6/01/32 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140X4H90		1,788.04	- 1,873.95
09/26/22	Interest Earned On F N M A #Fm1155 2.500% 6/01/32 August FNMA Due 9/25/22 3140X4H90	199.43		
09/26/22	Paid Down 1,752.16 Par Value Of F N M A #Ma4074 2.000% 6/01/35 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DQ47		1,752.16	- 1,807.72
09/26/22	Interest Earned On F N M A #Ma4074 2.000% 6/01/35 August FNMA Due 9/25/22 31418DQ47	233.60		
09/26/22	Paid Down 1,129.99 Par Value Of F N M A #Fm3935 2.500% 11/01/34 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140X7LR8		1,129.99	- 1,095.38







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This statement is for the period from  
September 1, 2022 to September 30, 2022

TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F N M A #Fm3935 2.500% 11/01/34 August FNMA Due 9/25/22 3140X7LR8	105.03		
09/26/22	Paid Down 2,936.72 Par Value Of F N M A #Ma4112 3.000% 8/01/35 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DSA1		2,936.72	- 2,882.57
09/26/22	Interest Earned On F N M A #Ma4112 3.000% 8/01/35 August FNMA Due 9/25/22 31418DSA1	434.16		
09/26/22	Paid Down 1,825.88 Par Value Of F N M A #Fm3936 2.500% 8/01/35 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140X7LS6		1,825.88	- 1,910.97
09/26/22	Interest Earned On F N M A #Fm3936 2.500% 8/01/35 August FNMA Due 9/25/22 3140X7LS6	176.04		
09/26/22	Paid Down 1,514.43 Par Value Of F N M A #Bm1978 3.000% 10/01/32 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140J6FU6		1,514.43	- 1,597.97
09/26/22	Interest Earned On F N M A #Bm1978 3.000% 10/01/32 August FNMA Due 9/25/22 3140J6FU6	158.08		
09/26/22	Paid Down 1,760.68 Par Value Of F N M A #Ma4226 2.000% 12/01/30 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DVU3		1,760.68	- 1,827.62
09/26/22	Interest Earned On F N M A #Ma4226 2.000% 12/01/30 August FNMA Due 9/25/22 31418DVU3	194.32		
09/26/22	Paid Down 1,444.43 Par Value Of F N M A #Ma4279 2.000% 3/01/36 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DXH0		1,444.43	- 1,492.56
09/26/22	Interest Earned On F N M A #Ma4279 2.000% 3/01/36 August FNMA Due 9/25/22 31418DXH0	229.09		





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SENIOR BDS RESERVE ACCOUNT

This statement is for the period from  
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TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 1,786.06 Par Value Of F N M A #Fm3340 3.500% 5/01/35 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3140X6WA5		1,786.06	- 1,781.59
09/26/22	Interest Earned On F N M A #Fm3340 3.500% 5/01/35 August FHLMC Due 9/25/22 3140X6WA5	210.66		
09/26/22	Paid Down 3,937.11 Par Value Of F N M A #Ma4497 2.000% 11/01/36 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418D7K2		3,937.11	- 3,681.20
09/26/22	Interest Earned On F N M A #Ma4497 2.000% 11/01/36 August FNMA Due 9/25/22 31418D7K2	691.43		
09/26/22	Paid Down 1,283.65 Par Value Of F N M A #Ma4603 2.500% 4/01/37 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418EDH0		1,283.65	- 1,220.67
09/26/22	Interest Earned On F N M A #Ma4603 2.500% 4/01/37 August FNMA Due 9/25/22 31418EDH0	351.05		
09/26/22	Purchased 41,864.53 Par Value Of F N M A Gtd Remic 2.000% 10/25/40 Trade Date 9/21/22 Purchased Through Stonex Financial Inc./Bd Rates Swift External Ref#: 00953900003730A 41,864.53 Par Value At 94.09376133 % 3136A8V64		- 39,391.91	39,391.91
09/26/22	Paid Accrued Interest On Purchase Of F N M A Gtd Remic 2.000% 10/25/40 Income Debit 58.15- USD 3136A8V64	- 58.15		
09/26/22	Purchased 22,950.78 Par Value Of G N M A Gtd Remic 1.500% 8/20/27 Trade Date 9/21/22 Purchased Through Millennium Advisors, LLC Swift External Ref#: 00953900003720D 22,950.78 Par Value At 94.65622885 % 38378HAU0		- 21,724.34	21,724.34
09/26/22	Paid Accrued Interest On Purchase Of G N M A Gtd Remic 1.500% 8/20/27 Income Debit 23.91- USD 38378HAU0	- 23.91		







ACCOUNT NUMBER: 226122002  
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This statement is for the period from  
September 1, 2022 to September 30, 2022

TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Purchased 94,872.58 Par Value Of F N M A #BI5365 Trade Date 9/21/22 Purchased Through Brean Capital LLC Swift External Ref#: 00953900003740A 94,872.58 Par Value At 91.78124921 % 3140HW6B3		- 87,075.24	87,075.24
09/26/22	Paid Accrued Interest On Purchase Of F N M A #BI5365 Income Debit 139.01- USD 3140HW6B3	- 139.01		
09/26/22	Cash Disbursement Transfer To Principal 1	- 9,650.37		
09/26/22	Cash Receipt Transfer From Income 1		9,650.37	
09/26/22	Purchased 50,464.73 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/26/22 31846V203		- 50,464.73	50,464.73
09/26/22	Purchased 266,812.14 Par Value Of F H L M C Mltcl Mt 2.82996% 5/25/30 Trade Date 8/31/22 Purchased Through Stonex Financial Inc./Bd Rates 266,812.14 Par Value At 95.93750119 % Revs/Repost Ctas Adjust 9/26/22 3137BPVM8		- 255,972.90	255,972.90
09/26/22	Paid Accrued Interest On Purchase Of F H L M C Mltcl Mt 2.82996% 5/25/30 Income Debit 104.87- USD 3137BPVM8	- 104.87		
09/27/22	Interest Earned On F H L M C Mltcl Mt 3.430% 2/25/50 3137BVZ82	571.67		
09/27/22	Interest Earned On F H L M C Mltcl Mtg 2.682% 10/25/22 0.002235 USD/\$1 Pv On 222,235.84 Par Value Due 9/25/22 3137AYCE9	496.70		
09/27/22	Purchased 295,432.74 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/27/22 31846V203		- 295,432.74	295,432.74
09/27/22	Purchased 100,000 Par Value Of F N M A #109412 3.680% 8/01/28 Trade Date 9/22/22 Purchased Through Brean Capital LLC Swift External Ref#: 00953900003770A 100,000 Par Value At 96.34375 % 313637N55		- 96,343.75	96,343.75





ACCOUNT NUMBER: 226122002  
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This statement is for the period from  
September 1, 2022 to September 30, 2022

TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/27/22	Paid Accrued Interest On Purchase Of F N M A #109412 3.680% 8/01/28 Income Debit 265.78- USD 313637N55	- 265.78		
09/27/22	Cash Disbursement Transfer To Principal 1	- 17,148.37		
09/27/22	Cash Receipt Transfer From Income 1		17,148.37	
09/27/22	Sold 96,609.53 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/27/22 31846V203		96,609.53	- 96,609.53
09/27/22	Matured 38,286.6 Par Value Of F H L M C Mltcl Mt 2.573% 9/25/22 Trade Date 9/25/22 38,286.6 Par Value At 100 % 3137AXHP1		38,286.60	- 38,322.49
09/28/22	Cash Disbursement Transfer To Principal 1	- 1,173.24		
09/28/22	Cash Receipt Transfer From Income 1		1,173.24	
09/30/22	Sold 1,024,000.63 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/30/22 31846V203		1,024,000.63	- 1,024,000.63
09/30/22	Purchased 1,025,000 Par Value Of F H L B Disc Nts 10/13/22 Trade Date 9/30/22 Purchased Through Bny Capital Markets, Inc. Swift External Ref#: 00953900003820A 1,025,000 Par Value At 99.90250049 % 313385K47		- 1,024,000.63	1,024,000.63
Ending Balance 09/30/2022		\$0.00	\$0.00	\$37,515,834.09







**ACCOUNT NUMBER: 238302001**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
**TOLL REVENUE SECOND LIEN REF BONDS**  
**2021 C**

**SERIES C SEC LIEN BDS RESERVE ACCT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

## ASSET DETAIL AS OF 09/30/22

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Cash Equivalents</b>					
18,117.890	First American Government Oblig Fd Cl Y #3763 31846V203	18,117.89 1.0000	18,117.89 1.00	0.3 2.46	446.25
<b>Total Cash Equivalents</b>		<b>\$18,117.89</b>	<b>\$18,117.89</b>	<b>0.3</b>	<b>\$446.25</b>
<b>US Government Issues</b>					
28,642.830	F H L M C Multiclass Mtg Partn C M O Ser K027 Cl A2 2.637 01/25/2023 3137B1UG5 Standard & Poors Rating: N/A Moody's Rating: N/A	28,547.74 99.6680	28,913.60 100.95	0.4 2.65	755.31
500,000.000	U S Treasury Note 0.125 01/31/2023 91282CBG5 Standard & Poors Rating: N/A Moody's Rating: Aaa	494,210.00 98.8420	493,828.13 98.77	6.8 .13	625.00
46,553.440	F H L M C Multiclass Mtg Partn C M O Ser K029 Cl A2 3.320 02/25/2023 3137B36J2 Standard & Poors Rating: N/A Moody's Rating: N/A	46,383.99 99.6360	46,891.67 100.73	0.6 3.33	1,545.57
10,216.090	F N M A Partn Cert Pool #Bm1757 2.493 04/01/2023 3140J55T2 Standard & Poors Rating: N/A Moody's Rating: N/A	10,190.14 99.7460	10,212.90 99.97	0.1 2.42	246.51
5,641.000	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 36 Cl KC 1.500 04/25/2023 3136ADFF1 Standard & Poors Rating: N/A Moody's Rating: N/A	5,603.49 99.3350	5,559.91 98.56	0.1 1.51	84.62
11,124.180	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 M14 Cl Apt 04/25/2023 Var 3136AHAE0 Standard & Poors Rating: N/A Moody's Rating: N/A	11,046.53 99.3020	11,166.38 100.38	0.2 2.70	298.68





**ACCOUNT NUMBER: 238302001**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
**TOLL REVENUE SECOND LIEN REF BONDS**  
**2021 C**

**SERIES C SEC LIEN BDS RESERVE ACCT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
350,000.000	U S Treasury Note 10/31/2023 Var 91282CDE8 Standard & Poors Rating: N/A Moody's Rating: Aaa	350,353.50 100.1010	350,739.66 100.21	4.8 .32	1,137.50
155,000.000	U S Treasury Note 0.250 06/15/2024 91282CCG4 Standard & Poors Rating: N/A Moody's Rating: Aaa	144,773.10 93.4020	147,358.99 95.07	2.0 .27	387.50
189,310.230	F H L M C Multiclass Mtg Partn C M O Ser Kbx1 Cl A1 2.920 09/25/2024 3137F4CY6 Standard & Poors Rating: N/A Moody's Rating: N/A	183,723.69 97.0490	194,315.63 102.64	2.5 .54	1,001.38
40,000.000	F H L M C M T N 4.000 12/30/2024 3134GXA61 Standard & Poors Rating: AA+ Moody's Rating: Aaa	39,441.60 98.6040	40,000.00 100.00	0.6 4.06	1,600.00
17,984.820	F H L M C Multiclass Mtg Partn C M O Ser K050 Cl A1 2.802 01/25/2025 3137BLW87 Standard & Poors Rating: N/A Moody's Rating: N/A	17,572.07 97.7050	17,923.00 99.66	0.2 2.87	503.93
29,923.630	G N M A Pass Thru Cert Pool #711168 4.500 02/15/2025 36297GCD0 Standard & Poors Rating: N/A Moody's Rating: N/A	29,627.09 99.0090	30,345.97 101.41	0.4 4.54	1,346.56
85,000.000	Federal Home Loan Bks 2.200 02/28/2025 3130AR2C4 Standard & Poors Rating: AA+ Moody's Rating: Aaa	80,419.35 94.6110	85,000.00 100.00	1.1 2.32	1,870.00
50,000.000	U S Treasury Note 2.125 05/15/2025 912828XB1 Standard & Poors Rating: N/A Moody's Rating: Aaa	47,361.50 94.7230	51,148.44 102.30	0.7 2.24	1,062.50







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This statement is for the period from  
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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
15,000.000	F H L M C Multiclass Mtg Partn C M O Ser K047 Cl A2 3.329 05/25/2025 3137BKRJ1 Standard & Poors Rating: N/A Moody's Rating: N/A	14,517.60 96.7840	14,944.34 99.63	0.2 3.44	499.35
150,000.000	F H L M C Multiclass Mtg Partn C M O Ser K048 Cl A2 06/25/2025 Var 3137BLAC2 Standard & Poors Rating: N/A Moody's Rating: N/A	144,960.00 96.6400	158,296.50 105.53	2.0 3.40	4,926.00
200,000.000	F H L M C Multiclass Mtg Partn C M O Ser Kir1 Cl A2 2.849 03/25/2026 3137BP4K2 Standard & Poors Rating: N/A Moody's Rating: N/A	188,352.00 94.1760	208,911.36 104.46	2.6 3.02	5,698.00
74,571.510	F N M A Partn Cert Pool #An1613 2.550 07/01/2026 3138LDYK3 Standard & Poors Rating: N/A Moody's Rating: N/A	69,575.22 93.3000	72,229.51 96.86	1.0 2.73	1,901.57
17,397.610	G N M A Gtd R E M I C Pass Thru C M O Ser 2011 158 Cl Ca 3.000 10/20/2026 38378AU90 Standard & Poors Rating: N/A Moody's Rating: N/A	17,311.84 99.5070	17,671.99 101.58	0.2 3.01	521.93
37,627.730	F H L M C Multiclass Mtg Partn C M O Ser 4272 Cl Yg 2.000 11/15/2026 3137B6DF5 Standard & Poors Rating: N/A Moody's Rating: N/A	36,895.12 98.0530	37,236.77 98.96	0.5 2.04	752.55
39,818.330	G N M A I I Pass Thru Cert Pool #005300 3.000 02/20/2027 36202F3H7 Standard & Poors Rating: N/A Moody's Rating: N/A	38,706.60 97.2080	41,192.95 103.45	0.5 3.09	1,194.55
77,328.230	G N M A Pass Thru Cert Pool #778953 3.000 03/15/2027 36176XE21 Standard & Poors Rating: N/A Moody's Rating: N/A	75,218.72 97.2720	79,660.92 103.02	1.0 3.08	2,319.85





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**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
25,000.000	F H L M C Multiclass Mtg Partn C M O Ser S8Fx Cl A2 3.291 03/25/2027 3137BXRT1 Standard & Poors Rating: N/A Moody's Rating: N/A	23,682.50 94.7300	24,175.78 96.70	0.3 3.47	822.75
61,883.100	F H L M C Multiclass Mtg Partn C M O Ser 4039 Cl Qb 1.500 05/15/2027 3137AQQE1 Standard & Poors Rating: N/A Moody's Rating: N/A	58,845.26 95.0910	62,768.65 101.43	0.8 1.58	928.25
26,898.380	G N M A Partn Cert Pool #779250 3.000 05/15/2027 36176XQB8 Standard & Poors Rating: N/A Moody's Rating: N/A	26,133.12 97.1550	27,878.33 103.64	0.4 3.09	806.95
38,633.800	G N M A Gtd R E M I C Pass Thru C M O Ser 2012 96 Cl Ad 1.500 08/20/2027 38378HAU0 Standard & Poors Rating: N/A Moody's Rating: N/A	36,372.95 94.1480	39,153.61 101.35	0.5 1.59	579.51
200,000.000	F H L M C Multiclass Mtg Partn C M O Ser Kir3 Cl A2 3.281 08/25/2027 3137FBAJ5 Standard & Poors Rating: N/A Moody's Rating: N/A	188,700.00 94.3500	210,479.94 105.24	2.6 3.48	6,562.00
127,245.170	F H L M C Multiclass Mtg Partn C M O Ser Kir3 Cl A1 3.038 08/25/2027 3137FBAB2 Standard & Poors Rating: N/A Moody's Rating: N/A	122,856.48 96.5510	138,259.55 108.66	1.7 2.88	3,533.65
27,638.630	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 102 Cl Bj 1.500 09/15/2027 3136A8SX9 Standard & Poors Rating: N/A Moody's Rating: N/A	25,999.66 94.0700	28,052.76 101.50	0.4 1.59	414.58
53,152.960	F H L M C Multiclass Mtg Partn C M O Ser 4328 Cl Ea 2.500 12/15/2027 3137B9RN7 Standard & Poors Rating: N/A Moody's Rating: N/A	52,317.40 98.4280	54,032.45 101.65	0.7 2.54	1,328.82







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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
49,102.780	G N M A I I Pass Thru Cert Pool #Ma0602 3.000 12/20/2027 36179MU32 Standard & Poors Rating: N/A Moody's Rating: N/A	47,458.82 96.6520	50,831.58 103.52	0.7 3.10	1,473.08
25,000.000	F H L M C Multiclass Mtg Partn C M O Ser K072 Cl A2 3.444 12/25/2027 3137FEBQ2 Standard & Poors Rating: N/A Moody's Rating: N/A	23,728.25 94.9130	24,608.40 98.43	0.3 3.63	861.00
19,206.520	G N M A I I Pass Thru Cert Pool #Ma0909 3.000 04/20/2028 36179NAJ7 Standard & Poors Rating: N/A Moody's Rating: N/A	18,589.41 96.7870	19,922.41 103.73	0.3 3.10	576.20
54,742.720	G N M A I I Partn Cert Pool #Ma1134 3.000 07/20/2028 36179NHK7	52,759.39 96.3770	57,134.24 104.37	0.7 3.11	1,642.28
31,985.010	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 70 Cl Dg 1.750 07/25/2028 3136AEY84 Standard & Poors Rating: N/A Moody's Rating: N/A	30,312.19 94.7700	32,511.84 101.65	0.4 1.85	559.74
15,000.000	F N M A Partn Cert Pool #109412 3.680 08/01/2028 313637N55 Standard & Poors Rating: N/A Moody's Rating: N/A	14,392.65 95.9510	14,451.56 96.34	0.2 3.83	552.00
5,373.390	F H L M C Multiclass Mtg Partn C M O Ser 4257 Cl Ek 2.500 10/15/2028 3137B5A60 Standard & Poors Rating: N/A Moody's Rating: N/A	5,234.70 97.4190	5,402.68 100.55	0.1 2.57	134.33
141,642.520	F H L M C Multiclass Mtg Partn C M O Ser K095 Cl A1 2.631 11/25/2028 3137FNAD2 Standard & Poors Rating: N/A Moody's Rating: N/A	133,043.40 93.9290	144,018.54 101.68	1.8 3.06	4,072.17



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September 1, 2022 to September 30, 2022**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
23,678.310	F N M A Partn Cert Pool #BI1077 4.000 12/01/2028 3140HSFT3 Standard & Poors Rating: N/A Moody's Rating: N/A	23,063.38 97.4030	24,568.10 103.76	0.3 4.11	947.13
186,994.720	F H L M C Multiclass Mtg Partn C M O Ser K099 Cl A1 2.258 06/25/2029 3137FPJF3 Standard & Poors Rating: N/A Moody's Rating: N/A	172,121.16 92.0460	188,120.41 100.60	2.4 2.45	4,222.34
88,568.700	F H L M C Multiclass Mtg Partn C M O Ser KC05 Cl Asb 2.230 07/25/2029 3137FPJP1 Standard & Poors Rating: N/A Moody's Rating: N/A	82,344.98 92.9730	92,914.67 104.91	1.1 2.38	1,962.72
187,417.110	F H L M C Multiclass Mtg Partn C M O Ser K101 Cl A1 2.190 07/25/2029 3137FQ3Y7 Standard & Poors Rating: N/A Moody's Rating: N/A	171,674.07 91.6000	187,898.96 100.26	2.4 2.74	4,707.84
31,731.290	F N M A Partn Cert Pool #Ma0293 4.500 01/01/2030 31417YKF3 Standard & Poors Rating: N/A Moody's Rating: N/A	30,898.98 97.3770	33,696.38 106.19	0.4 4.62	1,427.91
146,876.170	F H L M C Gold Partn Cert Pool #J32243 3.000 07/01/2030 31307NP40 Standard & Poors Rating: N/A Moody's Rating: N/A	138,642.29 94.3940	155,870.61 106.12	1.9 3.18	4,406.29
50,648.060	G N M A I I Partn Cert Pool #Ma2936 3.500 07/20/2030 36179RHM4 Standard & Poors Rating: N/A Moody's Rating: N/A	48,135.92 95.0400	52,957.23 104.56	0.7 3.68	1,772.68
176,483.950	F H L M C Multiclass Mtg Partn C M O Ser 2020 P003 Cl A1 0.826 09/25/2030 3137FWHY9 Standard & Poors Rating: N/A Moody's Rating: N/A	147,487.64 83.5700	175,601.52 99.50	2.0 .99	1,457.76







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### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
9,193.330	F H L M C Partn Cert Mirror Pool #Zs8585 3.000 10/01/2030 3132A9RE9 Standard & Poors Rating: N/A Moody's Rating: N/A	8,659.38 94.1920	9,064.06 98.59	0.1 3.18	275.80
131,235.670	F N M A Partn Cert Umbs Pool #Ma4226 2.000 12/01/2030 31418DVU3 Standard & Poors Rating: N/A Moody's Rating: N/A	117,826.01 89.7820	136,225.42 103.80	1.6 2.23	2,624.71
53,998.440	F N M A Gtd R E M I C Pass Thru C M O Ser 2015 89 Cl Ke 2.000 11/25/2031 3136AQZK9 Standard & Poors Rating: N/A Moody's Rating: N/A	50,527.96 93.5730	55,461.20 102.71	0.7 2.14	1,079.97
47,835.720	G N M A I I Partn Cert Pool #Ma4691 3.500 09/20/2032 36179TF83 Standard & Poors Rating: N/A Moody's Rating: N/A	45,471.20 95.0570	50,270.53 105.09	0.6 3.68	1,674.25
83,924.570	F H L M C Partn Cert Mirror Pool #Zs8673 3.000 10/01/2032 3132A9T64 Standard & Poors Rating: N/A Moody's Rating: N/A	78,215.18 93.1970	87,454.85 104.21	1.1 3.22	2,517.74
67,888.550	F N M A Partn Cert Pool #Bm1978 3.000 10/01/2032 3140J6FU6 Standard & Poors Rating: N/A Moody's Rating: N/A	63,266.02 93.1910	71,633.28 105.52	0.9 3.22	2,036.66
27,138.770	F N M A Partn Cert Umbs Pool #Ma4074 2.000 06/01/2035 31418DQ47 Standard & Poors Rating: N/A Moody's Rating: N/A	23,943.72 88.2270	27,932.85 102.93	0.3 2.27	542.78
34,145.220	F N M A Partn Cert Umbs Pool #Ma4112 3.000 08/01/2035 31418DSA1 Standard & Poors Rating: N/A Moody's Rating: N/A	31,744.47 92.9690	33,515.68 98.16	0.4 3.23	1,024.36





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**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
16,020.470	F H L M C Partn Cert Pool #Sb8505 2.500 10/01/2035 3132D6NW6 Standard & Poors Rating: N/A Moody's Rating: N/A	14,555.08 90.8530	15,412.21 96.20	0.2 2.75	400.51
155,436.480	F N M A Partn Cert Umbs Pool #Ma4279 2.000 03/01/2036 31418DXH0 Standard & Poors Rating: N/A Moody's Rating: N/A	137,127.62 88.2210	160,616.16 103.33	1.9 2.27	3,108.73
28,992.120	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 166 Cl Gp 3.000 04/20/2039 38377RVK8 Standard & Poors Rating: N/A Moody's Rating: N/A	28,618.41 98.7110	29,558.86 101.95	0.4 3.04	869.76
40,351.230	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 19 Cl Ua 4.000 07/16/2039 38376V2E6 Standard & Poors Rating: N/A Moody's Rating: N/A	40,147.05 99.4940	41,380.05 102.55	0.6 4.02	1,614.05
33,259.210	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 15 Cl Pd 4.000 10/20/2039 38376WA62 Standard & Poors Rating: N/A Moody's Rating: N/A	32,828.50 98.7050	34,349.27 103.28	0.5 4.05	1,330.37
14,449.180	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 6 Cl Ab 3.000 11/20/2039 38376TTT9 Standard & Poors Rating: N/A Moody's Rating: N/A	14,137.66 97.8440	14,677.82 101.58	0.2 3.07	433.48
29,479.990	G N M A Gtd R E M I C Pass Thru C M O Ser 2011 136 Cl Ga 2.000 05/20/2040 38377YTL4 Standard & Poors Rating: N/A Moody's Rating: N/A	29,088.79 98.6730	29,120.70 98.78	0.4 2.03	589.60
7,737.520	G N M A Gtd R E M I C Pass Thru C M O Ser 2011 18 Cl Pg 3.000 08/20/2040 38377QKH9 Standard & Poors Rating: N/A Moody's Rating: N/A	7,636.93 98.7000	7,825.60 101.14	0.1 3.04	232.13







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Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
151,161.450	F H L M C Partn Cert Pool #Sc0096 3.000 10/01/2040 3132D9C93 Standard & Poors Rating: N/A Moody's Rating: N/A	136,010.54 89.9770	160,286.59 106.04	1.9 3.33	4,534.84
11,402.980	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 47 Cl Ec 1.500 12/20/2040 38378JZD7 Standard & Poors Rating: N/A Moody's Rating: N/A	11,154.28 97.8190	11,260.43 98.75	0.2 1.53	171.04
44,775.720	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 71 Cl Ga 2.500 07/20/2041 38378TAF7 Standard & Poors Rating: N/A Moody's Rating: N/A	43,395.28 96.9170	44,826.67 100.11	0.6 2.58	1,119.39
95,959.710	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 5 Cl Je 2.000 07/20/2042 38378FRB8 Standard & Poors Rating: N/A Moody's Rating: N/A	87,552.68 91.2390	94,550.30 98.53	1.2 2.19	1,919.19
30,942.530	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 148 Cl Mc 2.000 11/25/2042 3136ABNZ2 Standard & Poors Rating: N/A Moody's Rating: N/A	29,968.46 96.8520	31,476.24 101.72	0.4 2.06	618.85
113,388.380	F H L M C Multiclass Mtg Partn C M O Ser 4165 Cl Te 1.750 12/15/2042 3137AYSH5 Standard & Poors Rating: N/A Moody's Rating: N/A	103,380.72 91.1740	115,731.85 102.07	1.4 1.92	1,984.30
8,126.120	G N M A Gtd R E M I C Pass Thru C M O Ser 2018 153 Cl Wj 3.000 11/20/2045 38381AZ58 Standard & Poors Rating: N/A Moody's Rating: N/A	7,978.47 98.1830	8,171.83 100.56	0.1 3.05	243.78
10,583.290	F N M A Partn Cert Pool #Bm6007 06/01/2049 Var 3140JAU97 Standard & Poors Rating: N/A Moody's Rating: N/A	10,564.13 99.8190	10,983.55 103.78	0.2 2.60	274.74





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Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Total US Government Issues</b>					
		\$4,903,384.03	\$5,270,644.82	67.7	\$107,251.87
<b>Corporate Issues</b>					
.010	Capital One Prime Auto A B S Ser 2019 1 Cl A3 2.510 11/15/2023 14042WAC4 Standard & Poors Rating: AAA Moody's Rating: Aaa Date Last Priced: 09/16/22	0.01 100.0000 @	0.01 100.00	0.0 .00	0.00
85,000.000	Ford Credit Auto Ls Tr A B S Ser 2020 B Cl B 1.000 11/15/2023 34531RAF4 Standard & Poors Rating: AAA Moody's Rating: Aaa	84,816.40 99.7840	84,863.87 99.84	1.2 1.00	850.00
3,474.530	Nissan Auto Receivable Owner A B S Ser 2019 B Cl A3 2.500 11/15/2023 65479HAC1 Standard & Poors Rating: N/A Moody's Rating: Aaa	3,473.17 99.9610	3,505.47 100.89	0.1 2.50	86.86
30,000.000	Simon Ppty Group L P 01/11/2024 Var 828807DR5 Standard & Poors Rating: A- Moody's Rating: A3	29,760.30 99.2010	30,000.00 100.00	0.4 1.23	365.57
100,000.000	IBM Corp 3.625 02/12/2024 459200HU8 Standard & Poors Rating: A- Moody's Rating: A3	98,654.00 98.6540	100,071.00 100.07	1.4 3.67	3,625.00
100,000.000	American Express Co 3.400 02/22/2024 025816CC1 Standard & Poors Rating: BBB+ Moody's Rating: A2	98,180.00 98.1800	99,509.00 99.51	1.4 3.46	3,400.00
90,000.000	Goldman Sachs Group Inc 03/08/2024 Var 38141GXW9 Standard & Poors Rating: BBB+ Moody's Rating: A2	89,214.30 99.1270	90,079.11 100.09	1.2 2.37	2,110.86







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Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
11,358.850	Carmax Auto Owner Trust A B S Ser 2019 2 Cl A3 2.680 03/15/2024 14316LAC7 Standard & Poors Rating: AAA Moody's Rating: N/A	11,353.28 99.9510	11,488.86 101.14	0.2 2.68	304.42
12,391.420	Ford Credit Auto Owner Trust A B S Ser 2019 Cl A3 1.870 03/15/2024 34531KAD4 Standard & Poors Rating: AAA Moody's Rating: Aaa	12,358.95 99.7380	12,465.00 100.59	0.2 1.88	231.72
90,000.000	Jpmorgan Chase Co 03/16/2024 Var 46647PCA2 Standard & Poors Rating: A- Moody's Rating: A1	89,354.70 99.2830	90,371.70 100.41	1.2 .63	566.41
100,000.000	Bank Of America Corp Medium Term Note 4.000 04/01/2024 06051GFF1 Standard & Poors Rating: A- Moody's Rating: A2	98,847.00 98.8470	102,044.00 102.04	1.4 4.05	4,000.00
90,000.000	Southern Ca Edison Co 1M Gbl 2021C 24 04/01/2021 Var 842400HC0 Standard & Poors Rating: A- Moody's Rating: A3	88,601.40 98.4460	90,191.70 100.21	1.2 3.04	2,698.07
75,000.000	Suntrust Bank 3.200 04/01/2024 86787EBC0 Standard & Poors Rating: A Moody's Rating: A2	73,218.75 97.6250	74,820.00 99.76	1.0 3.28	2,400.00
1,544.900	CNH Equipment Trust A B S Ser 2019 A Cl A3 3.010 04/15/2024 12596JAC7 Standard & Poors Rating: AAA Moody's Rating: Aaa	1,544.53 99.9760	1,555.40 100.68	0.0 3.01	46.50
100,000.000	Comcast Corp 3.700 04/15/2024 20030NCRO Standard & Poors Rating: A- Moody's Rating: A3	98,349.00 98.3490	100,302.00 100.30	1.4 3.76	3,700.00





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ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
18,185.810	Honda Auto Receivables A B S Ser 2020 1 CI A3 1.610 04/22/2024 43813RAC1 Standard & Poors Rating: N/A Moody's Rating: Aaa	18,032.69 99.1580	18,129.69 99.69	0.3 1.62	292.79
100,000.000	Morgan Stanley Medium Term Note 3.875 04/29/2024 61746BDQ6 Standard & Poors Rating: A- Moody's Rating: A1	98,171.00 98.1710	100,224.00 100.22	1.4 3.95	3,875.00
2,193.550	World Omni Auto Receivables A B S Ser 2019 B CI A3 2.590 07/15/2024 98162VAD1 Standard & Poors Rating: AAA Moody's Rating: N/A	2,192.45 99.9500	2,207.60 100.64	0.0 2.59	56.81
37,083.440	Carmax Auto Owner Trust A B S Ser 2019 3 CI A3 2.180 08/15/2024 14315PAD7 Standard & Poors Rating: AAA Moody's Rating: N/A	36,913.23 99.5410	37,287.69 100.55	0.5 2.19	808.42
6,360.800	Toyota Auto Receivables A B S Ser 2020 B CI A3 1.360 08/15/2024 89239RAC0 Standard & Poors Rating: AAA Moody's Rating: Aaa	6,298.21 99.0160	6,294.20 98.95	0.1 1.37	86.51
32,864.860	Gm Fin Cons Auto Rec Tr A B S Ser 2021 3 CI A2 0.210 08/16/2024 380140AB9 Standard & Poors Rating: AAA Moody's Rating: N/A	32,638.75 99.3120	32,785.27 99.76	0.5 .21	69.02
100,000.000	American Express Credit Account A B S Ser 2017 7 CI A 2.350 05/15/2025 02582JHL7 Standard & Poors Rating: AAA Moody's Rating: N/A	99,970.00 99.9700	100,316.41 100.32	1.4 2.35	2,350.00
15,000.000	Carmax Auto Owner Trust A B S Ser 2022 2 CI A 2A 2.810 05/15/2025 14317HAB7 Standard & Poors Rating: AAA Moody's Rating: Aaa	14,887.65 99.2510	14,998.85 99.99	0.2 2.83	421.50







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Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
125,000.000	Wells Fargo Co Medium Term Note 0.805 05/19/2025 95000U2T9 Standard & Poors Rating: BBB+ Moody's Rating: A1	115,642.50 92.5140	117,652.50 94.12	1.6 .87	1,006.25
24,177.250	CNH Equipment Trust A B S Ser 2020 A Cl A3 1.160 06/16/2025 12597PAC2 Standard & Poors Rating: AAA Moody's Rating: Aaa	23,723.68 98.1240	23,897.70 98.84	0.3 1.18	280.46
75,000.000	Discover Card Execution Note Trust A B S Ser 2018 A2 Cl A2 08/15/2025 Var 254683CE3 Standard & Poors Rating: AAA Moody's Rating: Aaa	74,991.00 99.9880	75,087.89 100.12	1.0 2.81	2,108.77
100,000.000	American Express Credit Account A B S Ser 2018 3 Cl A 10/15/2025 Var 02582JHS2 Standard & Poors Rating: N/A Moody's Rating: Aaa	99,986.00 99.9860	100,265.63 100.27	1.4 2.80	2,801.37
70,662.900	Carmax Auto Owner Tr A B S Ser 2021 1 Cl A 3 12/15/2025 Var 14316NAC3 Standard & Poors Rating: AAA Moody's Rating: N/A	68,377.66 96.7660	69,591.92 98.48	0.9 .35	240.25
50,000.000	Carmax Auto Own A B S Ser 2021 2 Cl A3 02/17/2026 Var 14314QAC8 Standard & Poors Rating: AAA Moody's Rating: N/A	48,334.00 96.6680	49,220.70 98.44	0.7 .54	260.00
75,000.000	Capital One Multi Asset Execution A B S Ser 2018 A2 Cl A2 03/16/2026 Var 14041NFS5 Standard & Poors Rating: AAA Moody's Rating: N/R	74,967.00 99.9560	75,114.26 100.15	1.0 2.83	2,124.28
25,000.000	Capital One Multi Asset A B S Ser 2022 A1 Cl A1 2.800 03/15/2027 14041NFS9 Standard & Poors Rating: AAA Moody's Rating: N/A	23,928.75 95.7150	24,335.94 97.34	0.3 2.92	700.00





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ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Total Corporate Issues</b>		<b>\$1,716,780.36</b>	<b>\$1,738,677.37</b>	<b>23.7</b>	<b>\$41,866.84</b>
<b>Foreign Issues</b>					
90,000.000	Royal Bk Of Canada Medium Term Note 10/26/2023 Var 78015K7K4 Standard & Poors Rating: A Moody's Rating: A1	89,666.10 99.6290	90,377.55 100.42	1.2 1.45	1,299.86
125,000.000	Toronto Dominion Bank Medium Term Note 2.350 03/08/2024 89114TZR6 Standard & Poors Rating: A Moody's Rating: A1	120,598.75 96.4790	122,986.25 98.39	1.7 2.44	2,937.50
<b>Total Foreign Issues</b>		<b>\$210,264.85</b>	<b>\$213,363.80</b>	<b>2.9</b>	<b>\$4,237.36</b>
<b>Municipal Issues</b>					
105,000.000	Dallas Tx Area Rapid Tran Sales Tax Rev Taxable Sr Lien Ref Bds 2021 A 4.000 12/01/2022 Taxable 235241VW3 Standard & Poors Rating: AA+ Moody's Rating: Aa2	105,082.95 100.0790	108,839.85 103.66	1.5 4.00	4,200.00
45,000.000	New York Ny Taxable Go Bds Fiscal 1.150 03/01/2023 Taxable 64966QJD3 Standard & Poors Rating: AA Moody's Rating: Aa2	44,505.45 98.9010	45,105.30 100.23	0.6 1.16	517.50
70,000.000	Port Auth N Y N J Taxable Consolidated Nts AAA Ny 1.086 07/01/2023 Taxable 73358W4V3 Standard & Poors Rating: AA- Moody's Rating: Aa3	68,238.80 97.4840	69,628.05 99.47	0.9 1.11	760.20
55,000.000	San Diego Cnty Calif Regl Arptauth Arpt Rev Taxable Sub Ref Bds 2021 Ca 0.654 07/01/2023 Taxable 79739GPB6 Standard & Poors Rating: N/A Moody's Rating: A2	53,329.10 96.9620	55,000.00 100.00	0.7 .67	359.70







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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
50,000.000	University Wa Univ Revs Taxable Gen Ref Bds 2022 B 1.470 07/01/2023 Taxable 91523NWT9 Standard & Poors Rating: AA+ Moody's Rating: Aaa	49,036.50 98.0730	50,000.00 100.00	0.7 1.50	735.00
80,000.000	Ref Bds 2021 0.921 02/01/2024 Taxable 346604LK5 Standard & Poors Rating: AAA Moody's Rating: Aaa	76,719.20 95.8990	80,000.00 100.00	1.1 .96	736.80
<b>Total Municipal Issues</b>		<b>\$396,912.00</b>	<b>\$408,573.20</b>	<b>5.5</b>	<b>\$7,309.20</b>
<b>Cash</b>					
	Principal Cash	367.57	367.57		
	Income Cash	- 367.57	- 367.57		
<b>Total Cash</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0</b>	
<b>Total Assets</b>		<b>\$7,245,459.13</b>	<b>\$7,649,377.08</b>	<b>100.0</b>	<b>\$161,111.52</b>

## ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.

Yield at Market and Estimated Annual Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

@ No current price is available.





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## TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	<b>Beginning Balance 09/01/2022</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$7,639,353.79</b>
09/01/22	Interest Earned On Citigroup Inc 3.02786% 9/01/23 0.007693 USD/\$1 Pv On 100,000 Par Value Due 9/1/22 172967KX8	769.33		
09/01/22	Sold 4.46 Units Of First Am Govt Ob Fd CI Y Trade Date 9/1/22 31846V203		4.46	- 4.46
09/01/22	Full Call 100,000 \$1 Pv Citigroup Inc 3.02786% 9/01/23 On 09/01/22 At 1.00 USD ST Capital Loss Of 811.60- USD On Federal Cost Federal Tax Cost 100,811.60 USD Corporate Action Id: 177175 172967KX8		100,000.00	- 100,811.60
09/01/22	Interest Earned On New York Ny 1.150% 3/01/23 0.00575 USD/\$1 Pv On 45,000 Par Value Due 9/1/22 64966QJD3	258.75		
09/01/22	Cash Disbursement Transfer To Principal 1	- 1,032.54		
09/01/22	Cash Receipt Transfer From Income 1		1,032.54	
09/01/22	Purchased 101,032.54 Units Of First Am Govt Ob Fd CI Y Trade Date 9/1/22 31846V203		- 101,032.54	101,032.54
09/01/22	Interest Earned On First Am Govt Ob Fd CI Y Interest From 8/1/22 To 8/31/22 31846V203	360.25		
09/02/22	Cash Disbursement Transfer To Principal 1	- 355.79		
09/02/22	Cash Receipt Transfer From Income 1		355.79	
09/02/22	Purchased 360.25 Units Of First Am Govt Ob Fd CI Y Trade Date 9/2/22 31846V203		- 360.25	360.25
09/08/22	Interest Earned On Toronto Mtn 2.350% 3/08/24 0.011619 USD/\$1 Pv On 125,000 Par Value Due 9/8/22 89114TZR6	1,452.43		





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/08/22	Purchased 1,452.43 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/8/22 31846V203		- 1,452.43	1,452.43
09/08/22	Interest Earned On Goldman Sachs 2.3454% 3/08/24 0.005994 USD/\$1 Pv On 90,000 Par Value Due 9/8/22 38141GXB9	539.44		
09/08/22	Cash Disbursement Transfer To Principal 1	- 539.44		
09/08/22	Cash Receipt Transfer From Income 1		539.44	
09/08/22	Purchased 539.44 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/8/22 31846V203		- 539.44	539.44
09/09/22	Cash Disbursement Transfer To Principal 1	- 1,452.43		
09/09/22	Cash Receipt Transfer From Income 1		1,452.43	
09/12/22	Matured 200,000 Par Value Of Mizuho Financial 2.60129% 9/11/22 Trade Date 9/11/22 200,000 Par Value At 100 % 60687YAN9		200,000.00	- 201,016.20
09/12/22	Interest Earned On Mizuho Financial 2.60129% 9/11/22 0.006503 USD/\$1 Pv On 200,000 Par Value Due 9/11/22 60687YAN9	1,300.65		
09/12/22	Cash Disbursement Transfer To Principal 1	- 1,300.65		
09/12/22	Cash Receipt Transfer From Income 1		1,300.65	
09/12/22	Purchased 201,300.65 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/12/22 31846V203		- 201,300.65	201,300.65
09/15/22	Interest Earned On Capital One Prime 2.510% 11/15/23 \$.00209/Pv On 1,382.19 Pv Due 9/15/22 14042WAC4	2.90		







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Paid Down 1,382.18 Par Value Of Capital One Prime 2.510% 11/15/23 Princ/Int Due 14042WAC4		1,382.18	- 1,386.81
09/15/22	Paid Down 40,000 Par Value Of Capital One Multi 2.290% 7/15/25 Cmo Final Paydown 14041NFQ9		40,000.00	- 40,150.00
09/15/22	Paid Down 100,000 Par Value Of Ford Credit 3.0907% 9/15/24 Cmo Final Paydown 34528QHB3		100,000.00	- 100,078.13
09/15/22	Paid Down 460.72 Par Value Of World Omni 1.700% 1/15/23 Cmo Final Paydown 98162HAC4		460.72	- 464.61
09/15/22	Interest Earned On CNH Equipment Trust 3.010% 4/15/24 \$0.00251/Pv On 5,165.88 Pv Due 9/15/22 12596JAC7	12.96		
09/15/22	Paid Down 3,620.98 Par Value Of CNH Equipment Trust 3.010% 4/15/24 Trade Date 9/15/22 12596JAC7		3,620.98	- 3,645.60
09/15/22	Interest Earned On CNH Equipment Trust 1.160% 6/16/25 \$0.00097/Pv On 25,135.66 Pv Due 9/15/22 12597PAC2	24.30		
09/15/22	Paid Down 958.41 Par Value Of CNH Equipment Trust 1.160% 6/16/25 Trade Date 9/15/22 12597PAC2		958.41	- 947.33
09/15/22	Interest Earned On Toyota Auto 1.360% 8/15/24 \$0.00113/Pv On 7,106.22 Pv Due 9/15/22 89239RAC0	8.05		
09/15/22	Paid Down 745.42 Par Value Of Toyota Auto 1.360% 8/15/24 Trade Date 9/15/22 89239RAC0		745.42	- 737.62
09/15/22	Purchased 147,215.92 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/15/22 31846V203		- 147,215.92	147,215.92
09/15/22	Interest Earned On F H L M C Mltcl Mtg 1.500% 5/15/27 \$0.00125/Pv On 63,866.10 Pv Due 9/15/22 3137AQQE1	79.84		





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Paid Down 1,983 Par Value Of F H L M C Mltcl Mtg 1.500% 5/15/27 Trade Date 9/15/22 3137AQQE1		1,983.00	- 2,011.40
09/15/22	Interest Earned On F H L M C Mltcl Mtg 1.750% 12/15/42 \$0.00146/Pv On 115,171.66 Pv Due 9/15/22 3137AYSH5	167.96		
09/15/22	Paid Down 1,783.28 Par Value Of F H L M C Mltcl Mtg 1.750% 12/15/42 Trade Date 9/15/22 3137AYSH5		1,783.28	- 1,820.13
09/15/22	Interest Earned On F H L M C Mltcl Mtg 2.500% 10/15/28 \$0.00208/Pv On 5,699.95 Pv Due 9/15/22 3137B5A60	11.87		
09/15/22	Paid Down 326.56 Par Value Of F H L M C Mltcl Mtg 2.500% 10/15/28 Trade Date 9/15/22 3137B5A60		326.56	- 328.34
09/15/22	Interest Earned On F H L M C Mltcl Mtg 2.000% 11/15/26 \$0.00167/Pv On 40,410.74 Pv Due 9/15/22 3137B6DF5	67.35		
09/15/22	Paid Down 2,783.01 Par Value Of F H L M C Mltcl Mtg 2.000% 11/15/26 Trade Date 9/15/22 3137B6DF5		2,783.01	- 2,754.09
09/15/22	Interest Earned On F H L M C Mltcl Mtg 2.500% 12/15/27 \$0.00208/Pv On 56,702.39 Pv Due 9/15/22 3137B9RN7	118.13		
09/15/22	Paid Down 3,549.43 Par Value Of F H L M C Mltcl Mtg 2.500% 12/15/27 Trade Date 9/15/22 3137B9RN7		3,549.43	- 3,607.91
09/15/22	Interest Earned On American Express 2.350% 5/15/25 \$0.00196/Pv On 100,000.00 Pv Due 9/15/22 02582JHL7	195.83		
09/15/22	Interest Earned On American Express 2.80137% 10/15/25 \$0.00233/Pv On 100,000.00 Pv Due 9/15/22 02582JHS2	233.45		
09/15/22	Interest Earned On Capital One Multi 2.290% 7/15/25 \$0.00191/Pv On 40,000.00 Pv Due 9/15/22 14041NFAQ9	76.33		







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On Capital One Multi 2.83237% 3/16/26 \$0.00236/Pv On 75,000.00 Pv Due 9/15/22 14041NFS5	177.02		
09/15/22	Interest Earned On Capital One Multi 2.800% 3/15/27 \$0.00233/Pv On 25,000.00 Pv Due 9/15/22 14041NFZ9	58.33		
09/15/22	Interest Earned On Carmax Auto Own 0.520% 2/17/26 \$0.00043/Pv On 50,000.00 Pv Due 9/15/22 14314QAC8	21.67		
09/15/22	Interest Earned On Carmax Auto Owner 2.180% 8/15/24 \$0.00182/Pv On 42,919.57 Pv Due 9/15/22 14315PAD7	77.97		
09/15/22	Paid Down 5,836.13 Par Value Of Carmax Auto Owner 2.180% 8/15/24 Trade Date 9/15/22 14315PAD7		5,836.13	- 5,868.28
09/15/22	Interest Earned On Carmax Auto Owner 2.680% 3/15/24 \$0.00223/Pv On 16,571.98 Pv Due 9/15/22 14316LAC7	37.01		
09/15/22	Paid Down 5,213.13 Par Value Of Carmax Auto Owner 2.680% 3/15/24 Trade Date 9/15/22 14316LAC7		5,213.13	- 5,272.80
09/15/22	Interest Earned On Carmax Auto Owner 0.340% 12/15/25 \$0.00028/Pv On 75,035.12 Pv Due 9/15/22 14316NAC3	21.26		
09/15/22	Paid Down 4,372.22 Par Value Of Carmax Auto Owner 0.340% 12/15/25 Trade Date 9/15/22 14316NAC3		4,372.22	- 4,305.96
09/15/22	Interest Earned On Carmax Auto Owner 2.810% 5/15/25 \$0.00234/Pv On 15,000.00 Pv Due 9/15/22 14317HAB7	35.13		
09/15/22	Interest Earned On Discover Card 2.8117% 8/15/25 \$0.00234/Pv On 75,000.00 Pv Due 9/15/22 254683CE3	175.73		
09/15/22	Interest Earned On Ford Credit 3.0907% 9/15/24 \$0.00258/Pv On 100,000.00 Pv Due 9/15/22 34528QHB3	257.56		





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On Ford Credit Auto 1.870% 3/15/24 \$0.00156/Pv On 15,714.58 Pv Due 9/15/22 34531KAD4	24.49		
09/15/22	Paid Down 3,323.16 Par Value Of Ford Credit Auto 1.870% 3/15/24 Trade Date 9/15/22 34531KAD4		3,323.16	- 3,342.89
09/15/22	Interest Earned On Ford Credit Auto Ls 1.000% 11/15/23 \$0.00083/Pv On 85,000.00 Pv Due 9/15/22 34531RAF4	70.83		
09/15/22	Interest Earned On Nissan Auto 2.500% 11/15/23 \$0.00208/Pv On 6,004.42 Pv Due 9/15/22 65479HAC1	12.51		
09/15/22	Paid Down 2,529.89 Par Value Of Nissan Auto 2.500% 11/15/23 Trade Date 9/15/22 65479HAC1		2,529.89	- 2,552.42
09/15/22	Interest Earned On World Omni 1.700% 1/15/23 \$0.00142/Pv On 460.72 Pv Due 9/15/22 98162HAC4	0.65		
09/15/22	Interest Earned On World Omni Auto 2.590% 7/15/24 \$0.00216/Pv On 3,719.99 Pv Due 9/15/22 98162VAD1	8.03		
09/15/22	Paid Down 1,526.44 Par Value Of World Omni Auto 2.590% 7/15/24 Trade Date 9/15/22 98162VAD1		1,526.44	- 1,536.22
09/15/22	Paid Down 2,832.78 Par Value Of G N M A #778953 3.000% 3/15/27 For Record Date Of August Due 9/15/22 August GNMA Due 9/15/22 36176XE21		2,832.78	- 2,918.23
09/15/22	Interest Earned On G N M A #778953 3.000% 3/15/27 August GNMA Due 9/15/22 36176XE21	200.40		
09/15/22	Paid Down 866.44 Par Value Of G N M A #779250 3.000% 5/15/27 For Record Date Of August Due 9/15/22 August GNMA Due 9/15/22 36176XQB8		866.44	- 898.01
09/15/22	Interest Earned On G N M A #779250 3.000% 5/15/27 August GNMA Due 9/15/22 36176XQB8	69.41		







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Paid Down 1,146.47 Par Value Of G N M A #711168 4.500% 2/15/25 For Record Date Of August Due 9/15/22 August GNMA Due 9/15/22 36297GCD0		1,146.47	- 1,162.65
09/15/22	Interest Earned On G N M A #711168 4.500% 2/15/25 August GNMA Due 9/15/22 36297GCD0	116.51		
09/15/22	Paid Down 1,797.89 Par Value Of F H L M C Gd J32243 3.000% 7/01/30 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 31307NP40		1,797.89	- 1,907.99
09/15/22	Interest Earned On F H L M C Gd J32243 3.000% 7/01/30 August FHLMC Due 9/15/22 31307NP40	371.69		
09/15/22	Purchased 25,000 Par Value Of F H L M C Mtcl Mt 3.444% 12/25/27 Trade Date 9/12/22 Purchased Through Toronto Dominion Securities (U Swift External Ref#: 00954000002360B 25,000 Par Value At 98.4336 % 3137FEBQ2		- 24,608.40	24,608.40
09/15/22	Paid Accrued Interest On Purchase Of F H L M C Mtcl Mt 3.444% 12/25/27 Income Debit 33.48- USD 3137FEBQ2	- 33.48		
09/15/22	Cash Disbursement Transfer To Principal 1	- 2,653.48		
09/15/22	Cash Receipt Transfer From Income 1		2,653.48	
09/15/22	Purchased 17,914.91 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/15/22 31846V203		- 17,914.91	17,914.91
09/16/22	Interest Earned On Gm Fin Cons Auto 0.210% 8/16/24 \$0.00018/Pv On 39,559.63 Pv Due 9/16/22 380140AB9	6.92		
09/16/22	Paid Down 6,694.77 Par Value Of Gm Fin Cons Auto 0.210% 8/16/24 Trade Date 9/16/22 380140AB9		6,694.77	- 6,678.56
09/16/22	Sold 143,232.56 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/16/22 31846V203		143,232.56	- 143,232.56





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/16/22	Interest Earned On G N M A Gtd Remic 4.000% 7/16/39 \$0.00333/Pv On 41,669.65 Pv Due 9/16/22 38376V2E6	138.90		
09/16/22	Paid Down 1,318.42 Par Value Of G N M A Gtd Remic 4.000% 7/16/39 Trade Date 9/16/22 38376V2E6		1,318.42	- 1,352.04
09/16/22	Purchased 25,000 Par Value Of F H L M C Mltcl Mtg 3.291% 3/25/27 Trade Date 9/13/22 Purchased Through Brean Capital LLC Swift External Ref#: 00954000002370B 25,000 Par Value At 96.70312 % 3137BXRT1		- 24,175.78	24,175.78
09/16/22	Paid Accrued Interest On Purchase Of F H L M C Mltcl Mtg 3.291% 3/25/27 Income Debit 34.28- USD 3137BXRT1	- 34.28		
09/16/22	Interest Earned On Jpmorgan Chase Co 0.62934% 3/16/24 0.006335 USD/\$1 Pv On 90,000 Par Value Due 9/16/22 46647PCA2	570.11		
09/16/22	Cash Disbursement Transfer To Principal 1	- 722.94		
09/16/22	Cash Receipt Transfer From Income 1		722.94	
09/16/22	Sold 22,182.63 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/16/22 31846V203		22,182.63	- 22,182.63
09/16/22	Purchased 150,000 Par Value Of Virginia Elec Pwr Co C P 9/22/22 Trade Date 9/16/22 Purchased Through Mizuho Securities USA Inc. Swift External Ref#: 00954000002380A 150,000 Par Value At 99.95616667 % 92780KJN9		- 149,934.25	149,934.25
09/19/22	Cash Disbursement Transfer To Principal 1	- 6.92		
09/19/22	Cash Receipt Transfer From Income 1		6.92	
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 11/20/39 \$0.00250/Pv On 14,955.89 Pv Due 9/20/22 38376TTT9	37.39		







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Paid Down 506.71 Par Value Of G N M A Gtd Remic 3.000% 11/20/39 Trade Date 9/20/22 38376TTT9		506.71	- 514.73
09/20/22	Interest Earned On G N M A Gtd Remic 4.000% 10/20/39 \$0.00333/Pv On 34,467.28 Pv Due 9/20/22 38376WA62	114.89		
09/20/22	Paid Down 1,208.07 Par Value Of G N M A Gtd Remic 4.000% 10/20/39 Trade Date 9/20/22 38376WA62		1,208.07	- 1,247.66
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 8/20/40 \$0.00250/Pv On 8,179.41 Pv Due 9/20/22 38377QKH9	20.45		
09/20/22	Paid Down 441.89 Par Value Of G N M A Gtd Remic 3.000% 8/20/40 Trade Date 9/20/22 38377QKH9		441.89	- 446.92
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 4/20/39 \$0.00250/Pv On 30,181.04 Pv Due 9/20/22 38377RVK8	75.45		
09/20/22	Paid Down 1,188.92 Par Value Of G N M A Gtd Remic 3.000% 4/20/39 Trade Date 9/20/22 38377RVK8		1,188.92	- 1,212.16
09/20/22	Interest Earned On G N M A Gtd Remic 2.000% 5/20/40 \$0.00167/Pv On 30,384.03 Pv Due 9/20/22 38377YTL4	50.64		
09/20/22	Paid Down 904.04 Par Value Of G N M A Gtd Remic 2.000% 5/20/40 Trade Date 9/20/22 38377YTL4		904.04	- 893.02
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 10/20/26 \$0.00250/Pv On 19,679.27 Pv Due 9/20/22 38378AU90	49.20		
09/20/22	Paid Down 2,281.66 Par Value Of G N M A Gtd Remic 3.000% 10/20/26 Trade Date 9/20/22 38378AU90		2,281.66	- 2,317.65
09/20/22	Interest Earned On G N M A Gtd Remic 2.000% 7/20/42 \$0.00167/Pv On 97,157.78 Pv Due 9/20/22 38378FRB8	161.93		





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Paid Down 1,198.07 Par Value Of G N M A Gtd Remic 2.000% 7/20/42 Trade Date 9/20/22 38378FRB8		1,198.07	- 1,180.47
09/20/22	Interest Earned On G N M A Gtd Remic 1.500% 8/20/27 \$0.00125/Pv On 39,743.27 Pv Due 9/20/22 38378HAU0	49.68		
09/20/22	Paid Down 1,109.47 Par Value Of G N M A Gtd Remic 1.500% 8/20/27 Trade Date 9/20/22 38378HAU0		1,109.47	- 1,124.40
09/20/22	Interest Earned On G N M A Gtd Remic 1.500% 12/20/40 \$0.00125/Pv On 11,898.34 Pv Due 9/20/22 38378JZD7	14.87		
09/20/22	Paid Down 495.36 Par Value Of G N M A Gtd Remic 1.500% 12/20/40 Trade Date 9/20/22 38378JZD7		495.36	- 489.17
09/20/22	Interest Earned On G N M A Gtd Remic 2.500% 7/20/41 \$0.00208/Pv On 46,091.43 Pv Due 9/20/22 38378TAF7	96.02		
09/20/22	Paid Down 1,315.71 Par Value Of G N M A Gtd Remic 2.500% 7/20/41 Trade Date 9/20/22 38378TAF7		1,315.71	- 1,317.21
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 11/20/45 \$0.00250/Pv On 8,677.13 Pv Due 9/20/22 38381AZ58	21.69		
09/20/22	Paid Down 551.01 Par Value Of G N M A Gtd Remic 3.000% 11/20/45 Trade Date 9/20/22 38381AZ58		551.01	- 554.11
09/20/22	Paid Down 670.88 Par Value Of G N M A I I #Ma0909 3.000% 4/20/28 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179NAJ7		670.88	- 695.89
09/20/22	Interest Earned On G N M A I I #Ma0909 3.000% 4/20/28 August GNMA Due 9/20/22 36179NAJ7	49.69		
09/20/22	Paid Down 1,299.61 Par Value Of G N M A I I #005300 3.000% 2/20/27 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36202F3H7		1,299.61	- 1,344.48







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Interest Earned On G N M A I I #005300 3.000% 2/20/27 August GNMA Due 9/20/22 36202F3H7	102.79		
09/20/22	Paid Down 1,585.04 Par Value Of G N M A I I #Ma1134 3.000% 7/20/28 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179NHHK7		1,585.04	- 1,654.29
09/20/22	Interest Earned On G N M A I I #Ma1134 3.000% 7/20/28 August GNMA Due 9/20/22 36179NHHK7	140.82		
09/20/22	Paid Down 1,036.21 Par Value Of G N M A I I #Ma0602 3.000% 12/20/27 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179MU32		1,036.21	- 1,072.69
09/20/22	Interest Earned On G N M A I I #Ma0602 3.000% 12/20/27 August GNMA Due 9/20/22 36179MU32	125.35		
09/20/22	Paid Down 945.23 Par Value Of G N M A I I #Ma4691 3.500% 9/20/32 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179TF83		945.23	- 993.34
09/20/22	Interest Earned On G N M A I I #Ma4691 3.500% 9/20/32 August GNMA Due 9/20/22 36179TF83	142.28		
09/20/22	Paid Down 1,669.13 Par Value Of G N M A I I #Ma2936 3.500% 7/20/30 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179RHM4		1,669.13	- 1,745.23
09/20/22	Interest Earned On G N M A I I #Ma2936 3.500% 7/20/30 August GNMA Due 9/20/22 36179RHM4	152.59		
09/20/22	Cash Disbursement Transfer To Principal 1	- 1,405.73		
09/20/22	Cash Receipt Transfer From Income 1		1,405.73	
09/20/22	Purchased 19,812.74 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/20/22 31846V203		- 19,812.74	19,812.74





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**TRANSACTION DETAIL (continued)**

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/21/22	Interest Earned On Honda Auto 1.610% 4/22/24 \$0.00134/Pv On 20,609.99 Pv Due 9/21/22 43813RAC1	27.65		
09/21/22	Paid Down 2,424.18 Par Value Of Honda Auto 1.610% 4/22/24 Trade Date 9/21/22 43813RAC1		2,424.18	- 2,416.70
09/21/22	Purchased 2,451.83 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/21/22 31846V203		- 2,451.83	2,451.83
09/22/22	Purchased 500,000 Par Value Of U S Treasury Nt 0.125% 1/31/23 Trade Date 9/20/22 Purchased Through Sbnys33 Citgroup Gbl Mkts Ny Swift External Ref#: 00954000002460A 500,000 Par Value At 98.765626 % 91282CBG5		- 493,828.13	493,828.13
09/22/22	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.125% 1/31/23 Income Debit 90.01- USD 91282CBG5	- 90.01		
09/22/22	Matured 150,000 Par Value Of Virginia Elec Pwr Co C P 9/22/22 Trade Date 9/22/22 150,000 Par Value At 100 % 92780KJN9		149,934.25	- 149,934.25
09/22/22	Interest Earned On Virginia Elec Pwr Co C P 9/22/22 150,000 Par Value At 100 % 92780KJN9	65.75		
09/22/22	Cash Disbursement Transfer To Principal 1	- 3.39		
09/22/22	Cash Receipt Transfer From Income 1		3.39	
09/22/22	Sold 343,918.14 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/22/22 31846V203		343,918.14	- 343,918.14
09/26/22	Paid Down 48,394.79 Par Value Of F N M A #An2905 2.550% 10/01/28 P & I Due 09/25/22 3138LFGP7		48,394.79	- 49,723.17
09/26/22	Interest Earned On F N M A #An2905 2.550% 10/01/28 P & I Due 09/25/22 3138LFGP7	106.27		







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 153.32 Par Value Of F N M A #An1613 2.550% 7/01/26 P & I Due 09/25/22 3138LDYK3		153.32	- 148.50
09/26/22	Interest Earned On F N M A #An1613 2.550% 7/01/26 P & I Due 09/25/22 3138LDYK3	164.08		
09/26/22	Interest Earned On F N M A #Bm6007 2.596% 6/01/49 Int Due 9/25/22 3140JAU97	23.33		
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.284% 6/25/25 0.002737 USD/\$1 Pv On 150,000 Par Value Due 9/25/22 3137BLAC2	410.50		
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.320% 2/25/23 \$0.00277/Pv On 47,591.96 Pv Due 9/25/22 3137B36J2	131.67		
09/26/22	Paid Down 1,038.52 Par Value Of F H L M C Mltcl Mt 3.320% 2/25/23 Trade Date 9/25/22 3137B36J2		1,038.52	- 1,046.07
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.637% 1/25/23 \$0.00220/Pv On 32,021.64 Pv Due 9/25/22 3137B1UG5	70.37		
09/26/22	Paid Down 3,378.81 Par Value Of F H L M C Mltcl Mtg 2.637% 1/25/23 Trade Date 9/25/22 3137B1UG5		3,378.81	- 3,410.75
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.778% 9/25/22 \$0.00232/Pv On 0.00 Pv Due 9/25/22 3137B3NW4	2.25		
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.329% 5/25/25 \$0.00277/Pv On 15,000.00 Pv Due 9/25/22 3137BKRJ1	41.61		
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.802% 1/25/25 \$0.00234/Pv On 18,527.26 Pv Due 9/25/22 3137BLW87	43.26		
09/26/22	Paid Down 542.44 Par Value Of F H L M C Mltcl Mtg 2.802% 1/25/25 Trade Date 9/25/22 3137BLW87		542.44	- 540.58





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.849% 3/25/26 \$0.00237/Pv On 200,000.00 Pv Due 9/25/22 3137BP4K2	474.83		
09/26/22	Interest Earned On F H L M C Mltcl Mt 0.52896% 9/25/24 \$0.00243/Pv On 189,384.99 Pv Due 9/25/22 3137F4CY6	460.84		
09/26/22	Paid Down 74.76 Par Value Of F H L M C Mltcl Mt 0.52896% 9/25/24 Trade Date 9/25/22 3137F4CY6		74.76	- 76.74
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.77704% 8/25/27 \$0.00253/Pv On 129,149.80 Pv Due 9/25/22 3137FBAB2	326.96		
09/26/22	Paid Down 1,904.63 Par Value Of F H L M C Mltcl Mt 2.77704% 8/25/27 Trade Date 9/25/22 3137FBAB2		1,904.63	- 2,069.50
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.281% 8/25/27 \$0.00273/Pv On 200,000.00 Pv Due 9/25/22 3137FBAJ5	546.83		
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.87496% 11/25/28 \$0.00219/Pv On 142,107.63 Pv Due 9/25/22 3137FNAD2	311.57		
09/26/22	Paid Down 465.11 Par Value Of F H L M C Mltcl Mt 2.87496% 11/25/28 Trade Date 9/25/22 3137FNAD2		465.11	- 472.91
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.258% 6/25/29 \$0.00188/Pv On 187,578.01 Pv Due 9/25/22 3137FPJF3	352.96		
09/26/22	Paid Down 583.29 Par Value Of F H L M C Mltcl Mt 2.258% 6/25/29 Trade Date 9/25/22 3137FPJF3		583.29	- 586.80
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.21604% 7/25/29 \$0.00186/Pv On 89,346.99 Pv Due 9/25/22 3137FPJP1	166.04		
09/26/22	Paid Down 778.29 Par Value Of F H L M C Mltcl Mt 2.21604% 7/25/29 Trade Date 9/25/22 3137FPJP1		778.29	- 816.48







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.51196% 7/25/29 \$0.00183/Pv On 187,902.66 Pv Due 9/25/22 3137FQ3Y7	342.92		
09/26/22	Paid Down 485.55 Par Value Of F H L M C Mltcl Mt 2.51196% 7/25/29 Trade Date 9/25/22 3137FQ3Y7		485.55	- 486.80
09/26/22	Purchased 61,775.8 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/26/22 31846V203		- 61,775.80	61,775.80
09/26/22	Interest Earned On F N M A Gtd Remic 1.500% 9/25/27 \$0.00125/Pv On 28,556.69 Pv Due 9/25/22 3136A8SX9	35.70		
09/26/22	Paid Down 918.06 Par Value Of F N M A Gtd Remic 1.500% 9/25/27 Trade Date 9/25/22 3136A8SX9		918.06	- 931.82
09/26/22	Interest Earned On F N M A Gtd Remic 2.000% 11/25/42 \$0.00167/Pv On 31,519.02 Pv Due 9/25/22 3136ABNZ2	52.53		
09/26/22	Paid Down 576.49 Par Value Of F N M A Gtd Remic 2.000% 11/25/42 Trade Date 9/25/22 3136ABNZ2		576.49	- 586.43
09/26/22	Interest Earned On F N M A Gtd Remic 1.500% 4/25/23 \$0.00125/Pv On 6,820.10 Pv Due 9/25/22 3136ADFF1	8.53		
09/26/22	Paid Down 1,179.1 Par Value Of F N M A Gtd Remic 1.500% 4/25/23 Trade Date 9/25/22 3136ADFF1		1,179.10	- 1,162.15
09/26/22	Interest Earned On F N M A Gtd Remic 1.750% 7/25/28 \$0.00146/Pv On 32,730.32 Pv Due 9/25/22 3136AEY84	47.73		
09/26/22	Paid Down 745.31 Par Value Of F N M A Gtd Remic 1.750% 7/25/28 Trade Date 9/25/22 3136AEY84		745.31	- 757.59
09/26/22	Interest Earned On F N M A Gtd Remic 2.623% 4/25/23 \$0.00224/Pv On 11,126.07 Pv Due 9/25/22 3136AHAE0	24.89		





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 1.89 Par Value Of F N M A Gtd Remic 2.623% 4/25/23 Trade Date 9/25/22 3136AHAE0		1.89	- 1.90
09/26/22	Interest Earned On F N M A Gtd Remic 2.000% 11/25/31 \$0.00167/Pv On 55,911.92 Pv Due 9/25/22 3136AQZK9	93.19		
09/26/22	Paid Down 1,913.48 Par Value Of F N M A Gtd Remic 2.000% 11/25/31 Trade Date 9/25/22 3136AQZK9		1,913.48	- 1,965.31
09/26/22	Interest Earned On F H L M C Mltcl 0.826% 9/25/30 \$0.00069/Pv On 177,519.43 Pv Due 9/25/22 3137FWHY9	122.25		
09/26/22	Paid Down 1,035.48 Par Value Of F H L M C Mltcl 0.826% 9/25/30 Trade Date 9/25/22 3137FWHY9		1,035.48	- 1,030.30
09/26/22	Paid Down 176.83 Par Value Of F H L M C #Zs8585 3.000% 10/01/30 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132A9RE9		176.83	- 174.34
09/26/22	Interest Earned On F H L M C #Zs8585 3.000% 10/01/30 August FHLMC Due 9/25/22 3132A9RE9	23.43		
09/26/22	Paid Down 1,743.53 Par Value Of F H L M C #Zs8673 3.000% 10/01/32 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132A9T64		1,743.53	- 1,816.87
09/26/22	Interest Earned On F H L M C #Zs8673 3.000% 10/01/32 August FHLMC Due 9/25/22 3132A9T64	214.17		
09/26/22	Paid Down 1,395.43 Par Value Of F H L M C #Sc0096 3.000% 10/01/40 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132D9C93		1,395.43	- 1,479.67
09/26/22	Interest Earned On F H L M C #Sc0096 3.000% 10/01/40 August FHLMC Due 9/25/22 3132D9C93	381.39		







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 229.9 Par Value Of F H L M C #Sb8505 2.500% 10/01/35 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132D6NW6		229.90	- 221.17
09/26/22	Interest Earned On F H L M C #Sb8505 2.500% 10/01/35 August FHLMC Due 9/25/22 3132D6NW6	33.85		
09/26/22	Paid Down 30.43 Par Value Of F N M A #BI1077 4.000% 12/01/28 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140HSFT3		30.43	- 31.57
09/26/22	Interest Earned On F N M A #BI1077 4.000% 12/01/28 August FNMA Due 9/25/22 3140HSFT3	81.66		
09/26/22	Paid Down 3,835.02 Par Value Of F N M A #Bm1757 2.413% 4/01/23 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140J55T2		3,835.02	- 3,833.82
09/26/22	Interest Earned On F N M A #Bm1757 2.413% 4/01/23 August FNMA Due 9/25/22 3140J55T2	29.20		
09/26/22	Paid Down 820.27 Par Value Of F N M A #Ma0293 4.500% 1/01/30 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31417YKF3		820.27	- 871.38
09/26/22	Interest Earned On F N M A #Ma0293 4.500% 1/01/30 August FNMA Due 9/25/22 31417YKF3	122.07		
09/26/22	Paid Down 343.56 Par Value Of F N M A #Ma4074 2.000% 6/01/35 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DQ47		343.56	- 353.61
09/26/22	Interest Earned On F N M A #Ma4074 2.000% 6/01/35 August FHLMC Due 9/25/22 31418DQ47	45.80		
09/26/22	Paid Down 587.34 Par Value Of F N M A #Ma4112 3.000% 8/01/35 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DSA1		587.34	- 576.51





**ACCOUNT NUMBER: 238302001**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
**TOLL REVENUE SECOND LIEN REF BONDS**  
**2021 C**

**SERIES C SEC LIEN BDS RESERVE ACCT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F N M A #Ma4112 3.000% 8/01/35 August FNMA Due 9/25/22 31418DSA1	86.83		
09/26/22	Paid Down 1,665.88 Par Value Of F N M A #Bm1978 3.000% 10/01/32 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140J6FU6		1,665.88	- 1,757.77
09/26/22	Interest Earned On F N M A #Bm1978 3.000% 10/01/32 August FNMA Due 9/25/22 3140J6FU6	173.89		
09/26/22	Paid Down 2,012.21 Par Value Of F N M A #Ma4226 2.000% 12/01/30 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DVU3		2,012.21	- 2,088.72
09/26/22	Interest Earned On F N M A #Ma4226 2.000% 12/01/30 August FNMA Due 9/25/22 31418DVU3	222.08		
09/26/22	Paid Down 1,650.77 Par Value Of F N M A #Ma4279 2.000% 3/01/36 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DXH0		1,650.77	- 1,705.78
09/26/22	Interest Earned On F N M A #Ma4279 2.000% 3/01/36 August FNMA Due 9/25/22 31418DXH0	261.81		
09/26/22	Matured 971.4 Par Value Of F H L M C Mtcl Mtg 2.778% 9/25/22 Trade Date 9/25/22 971.4 Par Value At 100 % 3137B3NW4		971.40	- 1,092.73
09/26/22	Cash Disbursement Transfer To Principal 1	- 2,061.00		
09/26/22	Cash Receipt Transfer From Income 1		2,061.00	
09/26/22	Purchased 23,893.38 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/26/22 31846V203		- 23,893.38	23,893.38







**ACCOUNT NUMBER: 238302001**  
**RIVERSIDE COUNTY TRANSPORTATION COMM**  
**TOLL REVENUE SECOND LIEN REF BONDS**  
**2021 C**

**SERIES C SEC LIEN BDS RESERVE ACCT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/27/22	Purchased 15,000 Par Value Of F N M A #109412 3.680% 8/01/28 Trade Date 9/22/22 Purchased Through Brean Capital LLC Swift External Ref#: 00954000002480A 15,000 Par Value At 96.34373333 % 313637N55		- 14,451.56	14,451.56
09/27/22	Paid Accrued Interest On Purchase Of F N M A #109412 3.680% 8/01/28 Income Debit 39.87- USD 313637N55	- 39.87		
09/27/22	Cash Disbursement Transfer To Principal 1	- 3,936.42		
09/27/22	Cash Receipt Transfer From Income 1		3,936.42	
09/27/22	Sold 14,491.43 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/27/22 31846V203		14,491.43	- 14,491.43
09/30/22	Sold 75,471.55 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/30/22 31846V203		75,471.55	- 75,471.55
09/30/22	Purchased 75,000 Par Value Of U S Treasury Nt 0.325% 10/31/23 Trade Date 9/29/22 Purchased Through Nmrius33 Nomura Secs Intl Ny Swift External Ref#: 00954000002500A 75,000 Par Value At 100.13864 % 91282CDE8		- 75,103.98	75,103.98
09/30/22	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.325% 10/31/23 Income Debit 367.57- USD 91282CDE8	- 367.57		
<b>Ending Balance 09/30/2022</b>		<b>- \$367.57</b>	<b>\$367.57</b>	<b>\$7,649,377.08</b>













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**ACCOUNT NUMBER: 240907004**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
**(I-15 EXPRESS LANES PROJECT)**  
**PROJECT SALES TAX REVENUE**

This statement is for the period from  
September 1, 2022 to September 30, 2022

## ASSET DETAIL AS OF 09/30/22

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Cash Equivalents</b>					
450,000.000	Canadian Tire Corp Ltd Disc C P 10/11/2022 13668MKB2	449,689.50 99.9310	449,481.63 99.88	2.0 3.82	17,200.46
400,000.000	Continental Rubber Of America C P 10/03/2022 21201CK39	400,000.00 100.0000	399,720.00 99.93	1.7 3.65	14,600.00
164,699.810	First American Government Oblig Fd Cl Y #3763 31846V203	164,699.81 1.0000	164,699.81 1.00	0.7 2.46	4,056.59
400,000.000	Natl Rural Util Coop C P 10/21/2022 63743DKM2	399,380.00 99.8450	399,080.56 99.77	1.7 3.36	13,423.82
<b>Total Cash Equivalents</b>		<b>\$1,413,769.31</b>	<b>\$1,412,982.00</b>	<b>6.2</b>	<b>\$49,280.87</b>
<b>US Government Issues</b>					
117,598.080	F N M A Partn Cert Pool #Am2182 2.160 01/01/2023 3138L2M87 Standard & Poors Rating: N/A Moody's Rating: N/A	117,377.00 99.8120	117,572.44 99.98	0.5 2.16	2,540.12
30,483.980	F H L M C Multiclass Mtg Partn C M O Ser K S01 Cl A2 2.522 01/25/2023 3137B1U75 Standard & Poors Rating: N/A Moody's Rating: N/A	30,379.12 99.6560	30,434.80 99.84	0.1 2.53	768.81
200,000.000	F H L M C Multiclass Mtg Partn C M O Ser Ksmc Cl A2 2.615 01/25/2023 3137B04Y7 Standard & Poors Rating: N/A Moody's Rating: N/A	198,794.00 99.3970	200,696.79 100.35	0.9 2.63	5,230.00
139,660.320	F H L M C Multiclass Mtg Partn C M O Ser K029 Cl A2 3.320 02/25/2023 3137B36J2 Standard & Poors Rating: N/A Moody's Rating: N/A	139,151.96 99.6360	140,210.86 100.39	0.6 3.33	4,636.72





**ACCOUNT NUMBER: 240907004**  
**RIVERSIDE COUNTY TRANSPORTATION**  
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**2017 SENIOR LIEN TIFIA SERIES**  
**(I-15 EXPRESS LANES PROJECT)**  
**PROJECT SALES TAX REVENUE**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
136,680.750	F H L M C Multiclass Mtg Partn C M O Ser K028 CI A2 3.111 02/25/2023 3137B2HN3 Standard & Poors Rating: N/A Moody's Rating: N/A	136,224.24 99.6660	136,959.09 100.20	0.6 3.12	4,252.14
850,000.000	U S Treasury Note 0.500 03/15/2023 912828ZD5 Standard & Poors Rating: N/A Moody's Rating: Aaa	837,148.00 98.4880	851,500.82 100.18	3.7 .51	4,250.00
31,215.830	F N M A Partn Cert Pool #Bm1757 2.493 04/01/2023 3140J55T2 Standard & Poors Rating: N/A Moody's Rating: N/A	31,136.54 99.7460	31,210.33 99.98	0.1 2.42	753.24
167,960.510	F H L M C Multiclass Mtg Partn C M O Ser K030 CI A2 04/25/2023 Var 3137B3NA2 Standard & Poors Rating: N/A Moody's Rating: Aaa	167,174.45 99.5320	168,525.06 100.34	0.7 3.26	5,458.72
102,564.500	F H L M C Multiclass Mtg Partn C M O Ser K037 CI A1 2.592 04/25/2023 3137B7YX1 Standard & Poors Rating: AAA Moody's Rating: N/A	102,042.45 99.4910	102,837.29 100.27	0.5 2.60	2,658.47
96,396.270	F H L M C Multiclass Mtg Partn C M O Ser K031 CI A2 3.300 04/25/2023 3137B3NX2 Standard & Poors Rating: N/A Moody's Rating: Aaa	95,707.04 99.2850	96,706.58 100.32	0.4 3.32	3,181.08
1,280,000.000	U S Treasury Note 0.125 05/15/2023 912828ZP8 Standard & Poors Rating: N/A Moody's Rating: Aaa	1,249,203.20 97.5940	1,257,238.28 98.22	5.5 .13	1,600.00
50,000.000	F H L M C Multiclass Mtg Partn C M O Ser K034 CI A2 3.531 07/25/2023 3137B5JM6 Standard & Poors Rating: N/A Moody's Rating: N/A	49,608.00 99.2160	50,690.42 101.38	0.2 3.56	1,765.50







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**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
**(I-15 EXPRESS LANES PROJECT)**  
**PROJECT SALES TAX REVENUE**

This statement is for the period from  
September 1, 2022 to September 30, 2022

## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
475,000.000	U S Treasury Note 0.125 08/15/2023 91282CAF8 Standard & Poors Rating: N/A Moody's Rating: Aaa	458,299.00 96.4840	458,504.88 96.53	2.0 .13	593.75
247,932.690	F H L M C Multiclass Mtg Partn C M O Ser K035 Cl A2 08/25/2023 Var 3137B5KW2 Standard & Poors Rating: N/A Moody's Rating: N/A	245,793.03 99.1370	246,857.66 99.57	1.1 3.49	8,573.51
229,389.030	F H L M C Multiclass Mtg Partn C M O Ser K723 Cl A2 2.454 08/25/2023 3137BSPW7 Standard & Poors Rating: N/A Moody's Rating: N/A	225,748.63 98.4130	229,870.36 100.21	1.0 2.49	5,629.21
725,000.000	U S Treasury Note 0.125 10/15/2023 91282CAP6 Standard & Poors Rating: N/A Moody's Rating: Aaa	694,470.25 95.7890	698,124.02 96.29	3.0 .13	906.25
1,725,000.000	U S Treasury Note 10/31/2023 Var 91282CDE8 Standard & Poors Rating: N/A Moody's Rating: Aaa	1,726,742.25 100.1010	1,727,603.04 100.15	7.5 .32	5,606.25
25,541.390	F N M A Partn Cert Pool #995265 5.500 01/01/2024 31416BTW8 Standard & Poors Rating: N/A Moody's Rating: N/A	25,589.92 100.1900	25,618.52 100.30	0.1 5.49	1,404.78
106,065.320	F H L M C Multiclass Mtg Partn C M O Ser K729 Cl A1 2.951 02/25/2024 3137FCM35 Standard & Poors Rating: N/A Moody's Rating: Aaa	105,337.71 99.3140	106,242.29 100.17	0.5 2.97	3,129.99
250,000.000	Federal Home Loan Bks 3.625 02/28/2024 3130ASXL8 Standard & Poors Rating: AA+ Moody's Rating: Aaa	247,200.00 98.8800	250,000.00 100.00	1.1 3.67	9,062.50





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**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
**(I-15 EXPRESS LANES PROJECT)**  
**PROJECT SALES TAX REVENUE**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
132,650.640	F H L M C Multiclass Mtg Partn C M O Ser G037 Cl J 6.000 07/17/2024 3133T52K8 Standard & Poors Rating: N/A Moody's Rating: N/A	133,312.57 100.4990	135,614.87 102.23	0.6 5.97	7,959.04
84,505.340	F H L M C Multiclass Mtg Partn C M O Ser Ki05 Cl A 07/25/2024 Var 3137FQXG3 Standard & Poors Rating: N/A Moody's Rating: N/A	84,078.59 99.4950	84,505.34 100.00	0.4 2.81	2,359.70
250,000.000	F N M A 3.875 08/28/2024 3135G06W8 Standard & Poors Rating: AA+ Moody's Rating: N/A	247,677.50 99.0710	249,962.50 99.99	1.1 3.91	9,687.50
40,763.830	F H L M C Multiclass Mtg Partn C M O Ser K046 Cl A1 2.697 01/25/2025 3137BJP56 Standard & Poors Rating: N/A Moody's Rating: N/A	40,188.65 98.5890	41,222.59 101.13	0.2 2.74	1,099.40
250,000.000	F H L M C M T N 4.000 02/28/2025 3134GXS88 Standard & Poors Rating: AA+ Moody's Rating: Aaa	247,162.50 98.8650	250,000.00 100.00	1.1 4.05	10,000.00
300,000.000	F H L M C Multiclass Mtg Partn C M O Ser Kplb Cl A 2.770 05/25/2025 3137BJQ71 Standard & Poors Rating: N/A Moody's Rating: N/A	285,819.00 95.2730	312,529.49 104.18	1.3 2.91	8,309.88
81,794.540	F H L M C Multiclass Mtg Partn C M O Ser 3806 Cl L 3.500 02/15/2026 3137A6YW6 Standard & Poors Rating: N/A Moody's Rating: N/A	80,778.65 98.7580	82,481.95 100.84	0.4 3.54	2,862.81
82,524.830	F N M A Gtd R E M I C Pass Thru C M O Ser 2017 83 Cl Vn 3.000 10/25/2037 3136AYEV1 Standard & Poors Rating: N/A Moody's Rating: N/A	81,637.69 98.9250	82,202.47 99.61	0.4 3.03	2,475.74







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**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
**(I-15 EXPRESS LANES PROJECT)**  
**PROJECT SALES TAX REVENUE**

This statement is for the period from  
September 1, 2022 to September 30, 2022

## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
147,600.810	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 114 Cl Z 3.000 03/25/2040 3136AGP89 Standard & Poors Rating: N/A Moody's Rating: N/A	144,502.67 97.9010	148,359.10 100.51	0.6 3.06	4,428.02
41,922.710	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 47 Cl Ec 1.500 12/20/2040 38378JZD7 Standard & Poors Rating: N/A Moody's Rating: N/A	41,008.38 97.8190	42,232.43 100.74	0.2 1.53	628.84
20,466.300	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 83 Cl Pc 3.000 07/25/2041 3136A7D25 Standard & Poors Rating: N/A Moody's Rating: N/A	20,301.14 99.1930	20,261.64 99.00	0.1 3.02	613.99
<b>Total US Government Issues</b>		<b>\$8,289,594.13</b>	<b>\$8,376,775.91</b>	<b>36.2</b>	<b>\$122,425.96</b>
<b>Corporate Issues</b>					
300,000.000	Unitedhealth Group Inc 2.375 10/15/2022 91324PDD1 Standard & Poors Rating: A+ Moody's Rating: A3	299,781.00 99.9270	301,471.94 100.49	1.3 2.38	7,125.00
85,000.000	Conocophillips Company 2.400 12/15/2022 20826FAA4 Standard & Poors Rating: A- Moody's Rating: A2	84,627.70 99.5620	85,259.81 100.31	0.4 2.41	2,040.00
625,000.000	John Deere Capital Corp Medium Term Note 0.250 01/17/2023 24422EVM8 Standard & Poors Rating: A Moody's Rating: A2	617,531.25 98.8050	624,781.25 99.97	2.7 .25	1,562.50
225,000.000	Nextera Energy Cap 03/01/2023 Var 65339KBV1 Standard & Poors Rating: BBB+ Moody's Rating: Baa1	224,709.75 99.8710	225,000.00 100.00	1.0 2.24	5,025.61





**ACCOUNT NUMBER: 240907004**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
**(I-15 EXPRESS LANES PROJECT)**  
**PROJECT SALES TAX REVENUE**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
485,000.000	Centerpoint Energy Res Corp 0.700 03/02/2023 15189WAM2 Standard & Poors Rating: BBB+ Moody's Rating: A3	476,076.00 98.1600	484,529.55 99.90	2.1 .71	3,395.00
250,000.000	Truist Bank Medium Term Note 1.250 03/09/2023 89788JAB5 Standard & Poors Rating: A Moody's Rating: A2	246,737.50 98.6950	247,470.00 98.99	1.1 1.27	3,125.00
305,000.000	Berkshire Hathaway Inc 2.750 03/15/2023 084670BR8 Standard & Poors Rating: AA Moody's Rating: Aa2	303,349.95 99.4590	306,231.15 100.40	1.3 2.76	8,387.50
300,000.000	Capital One Financial Co 2.600 05/11/2023 14040HCD5 Standard & Poors Rating: BBB Moody's Rating: Baa1	296,520.00 98.8400	300,081.00 100.03	1.3 2.63	7,800.00
300,000.000	Caterpillar Finl Service Medium Term Note 3.450 05/15/2023 14913Q2L2 Standard & Poors Rating: A Moody's Rating: A2	298,362.00 99.4540	302,727.47 100.91	1.3 3.47	10,350.00
18,460.220	Daimler Trucks Retail Trust A B S Ser 2020 1 Cl A3 1.220 09/15/2023 233854AC2 Standard & Poors Rating: N/A Moody's Rating: Aaa	18,418.68 99.7750	18,482.04 100.12	0.1 1.22	225.21
285,000.000	American Express Co Sr 0.750 11/03/2023 025816CK3 Standard & Poors Rating: BBB+ Moody's Rating: A2	273,343.50 95.9100	284,971.50 99.99	1.2 .78	2,137.50
120,000.000	Nextera Energy Cap Hldgs Inc 11/03/2023 Var 65339KBX7 Standard & Poors Rating: BBB+ Moody's Rating: Baa1	118,894.80 99.0790	120,000.00 100.00	0.5 1.58	1,884.18







**ACCOUNT NUMBER: 240907004**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
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**PROJECT SALES TAX REVENUE**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
.010	Capital One Prime Auto A B S Ser 2019 1 Cl A3 2.510 11/15/2023 14042WAC4 Standard & Poors Rating: AAA Moody's Rating: Aaa Date Last Priced: 09/16/22	0.01 100.0000 @	0.01 100.00	0.0 .00	0.00
172,054.830	Mercedes Benz Auto Lease A B S Ser 2020 B Cl A3 0.400 11/15/2023 58769EAC2 Standard & Poors Rating: AAA Moody's Rating: N/A	171,165.31 99.4830	172,202.00 100.09	0.8 .40	688.22
330,000.000	Goldman Sachs Group Inc 12/06/2023 Var 38141GZF4 Standard & Poors Rating: BBB+ Moody's Rating: A2	327,574.50 99.2650	330,000.00 100.00	1.4 2.33	7,632.83
120,000.000	Simon Ppty Group L P 01/11/2024 Var 828807DR5 Standard & Poors Rating: A- Moody's Rating: A3	119,041.20 99.2010	120,000.00 100.00	0.5 1.23	1,462.27
500,000.000	Bank Of America Corp Medium Term Note 4.125 01/22/2024 06051GFB0 Standard & Poors Rating: A- Moody's Rating: A2	495,920.00 99.1840	524,809.28 104.96	2.2 4.16	20,625.00
450,000.000	Wells Fargo Company Medium Term Note 3.750 01/24/2024 95000U2C6 Standard & Poors Rating: BBB+ Moody's Rating: A1	442,980.00 98.4400	468,753.74 104.17	2.0 3.81	16,875.00
310,000.000	National Rural Util Coop Medium Term Note 0.350 02/08/2024 63743HEU2 Standard & Poors Rating: A- Moody's Rating: A2	292,348.60 94.3060	306,648.90 98.92	1.3 .37	1,085.00
70,424.960	Carmax Auto Owner Trust A B S Ser 2019 2 Cl A3 2.680 03/15/2024 14316LAC7 Standard & Poors Rating: AAA Moody's Rating: N/A	70,390.45 99.9510	70,744.55 100.45	0.3 2.68	1,887.39





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**2017 SENIOR LIEN TIFIA SERIES**  
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**PROJECT SALES TAX REVENUE**

This statement is for the period from  
September 1, 2022 to September 30, 2022

**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
26,439.950	CNH Equipment Trust A B S Ser 2021 A Cl A2 03/15/2024 Var 12598AAB6 Standard & Poors Rating: AAA Moody's Rating: N/A	26,374.38 99.7520	26,437.88 99.99	0.1 .23	60.81
154,892.620	Ford Credit Auto Owner Trust A B S Ser 2019 Cl A3 1.870 03/15/2024 34531KAD4 Standard & Poors Rating: AAA Moody's Rating: Aaa	154,486.80 99.7380	155,353.75 100.30	0.7 1.88	2,896.49
340,000.000	Jpmorgan Chase Co 03/16/2024 Var 46647PCA2 Standard & Poors Rating: A- Moody's Rating: A1	337,562.20 99.2830	340,000.00 100.00	1.5 .63	2,139.76
220,000.000	Southern Ca Edison Co 1M Gbl 2021C 24 04/01/2021 Var 842400HCO Standard & Poors Rating: A- Moody's Rating: A3	216,581.20 98.4460	220,000.00 100.00	1.0 3.04	6,595.27
85,473.320	Honda Auto Receivables A B S Ser 2020 1 Cl A3 1.610 04/22/2024 43813RAC1 Standard & Poors Rating: N/A Moody's Rating: Aaa	84,753.63 99.1580	85,125.15 99.59	0.4 1.62	1,376.12
430,000.000	Morgan Stanley 3.737 04/24/2024 61744YAQ1 Standard & Poors Rating: A- Moody's Rating: A1	425,489.30 98.9510	443,013.17 103.03	1.9 3.78	16,069.10
92,991.040	Honda Auto Receivables Owner A B S Ser 2020 2 Cl A3 0.820 07/15/2024 43813DAC2 Standard & Poors Rating: AAA Moody's Rating: Aaa	92,561.42 99.5380	92,061.13 99.00	0.4 .82	762.53
260,000.000	Salesforce Com Inc 0.625 07/15/2024 79466LAG9 Standard & Poors Rating: A+ Moody's Rating: A2	242,348.60 93.2110	259,867.40 99.95	1.1 .67	1,625.00







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### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
98,889.200	Carmax Auto Owner Trust A B S Ser 2019 3 Cl A3 2.180 08/15/2024 14315PAD7 Standard & Poors Rating: AAA Moody's Rating: N/A	98,435.30 99.5410	99,448.53 100.57	0.4 2.19	2,155.78
500,000.000	Goldman Sachs Group Inc 0.925 10/21/2024 38141GYL2 Standard & Poors Rating: BBB+ Moody's Rating: A2	474,575.00 94.9150	500,000.00 100.00	2.1 .97	4,625.00
35,631.320	Carmax Auto Owner Trust A B S Ser 2020 1 Cl A3 1.890 12/16/2024 14315XAC2 Standard & Poors Rating: AAA Moody's Rating: N/A	35,274.65 98.9990	35,875.30 100.68	0.2 1.91	673.43
200,000.000	Chase Issuance Trust C M O Ser 2020 A1 Cl A1 1.530 01/15/2025 161571HP2 Standard & Poors Rating: AAA Moody's Rating: N/R	198,756.00 99.3780	199,617.19 99.81	0.9 1.54	3,060.00
190,039.910	Toyota Auto Receivables A B S Ser 2020 D Cl A3 0.350 01/15/2025 89236XAC0 Standard & Poors Rating: AAA Moody's Rating: N/A	186,351.24 98.0590	189,230.76 99.57	0.8 .36	665.14
300,000.000	Gm Fin Cons Atmb Rec Tr 2019 A B S Ser 2019 4 Cl B 2.040 02/18/2025 36258MAF1 Standard & Poors Rating: N/A Moody's Rating: Aaa	294,510.00 98.1700	303,515.44 101.17	1.3 2.08	6,120.00
68,770.330	Santander Drive Auto Receivables A B S Ser 2021 1 Cl B 0.500 04/15/2025 80286NAE6 Standard & Poors Rating: N/A Moody's Rating: Aaa	68,649.98 99.8250	68,480.20 99.58	0.3 .50	343.85
300,000.000	American Express Credit Account A B S Ser 2017 7 Cl A 2.350 05/15/2025 02582JHL7 Standard & Poors Rating: AAA Moody's Rating: N/A	299,910.00 99.9700	300,204.00 100.07	1.3 2.35	7,050.00





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**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
145,000.000	Carmax Auto Owner Trust A B S Ser 2022 2 Cl A 2A 2.810 05/15/2025 14317HAB7 Standard & Poors Rating: AAA Moody's Rating: Aaa	143,913.95 99.2510	144,988.89 99.99	0.6 2.83	4,074.50
100,000.000	Citibank Credit Card Issuance Trust A B S Ser 2018 A3 Cl A3 3.290 05/23/2025 17305EGM1 Standard & Poors Rating: AAA Moody's Rating: Aaa	99,325.00 99.3250	101,944.05 101.94	0.4 3.31	3,290.00
48,354.480	CNH Equipment Trust A B S Ser 2020 A Cl A3 1.160 06/16/2025 12597PAC2 Standard & Poors Rating: AAA Moody's Rating: Aaa	47,447.35 98.1240	48,561.21 100.43	0.2 1.18	560.91
395,000.000	Ford Credit Mstr Tr A A B S Ser 2020 1 Cl A2 09/15/2025 Var 34528QHL1 Standard & Poors Rating: N/A Moody's Rating: Aaa	394,470.70 99.8660	395,075.78 100.02	1.7 2.99	11,800.10
150,000.000	American Express Credit Account A B S Ser 2018 3 Cl A 10/15/2025 Var 02582JHS2 Standard & Poors Rating: N/A Moody's Rating: Aaa	149,979.00 99.9860	150,008.89 100.01	0.7 2.80	4,202.05
141,325.800	Carmax Auto Owner Tr A B S Ser 2021 1 Cl A 3 12/15/2025 Var 14316NAC3 Standard & Poors Rating: AAA Moody's Rating: N/A	136,755.32 96.7660	139,161.75 98.47	0.6 .35	480.51
100,000.000	Santander Drive Auto A B S Ser 2021 1 Cl C 0.750 02/17/2026 80286NAF3 Standard & Poors Rating: N/A Moody's Rating: Aaa	98,375.00 98.3750	100,080.13 100.08	0.4 .76	750.00
120,000.000	Carmax Auto Owner Trust A B S Ser 2020 3 Cl B 1.090 03/16/2026 14315FAF4 Standard & Poors Rating: AAA Moody's Rating: N/A	113,401.20 94.5010	120,095.88 100.08	0.5 1.15	1,308.00







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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
100,000.000	CNH Equipment Tr A B S Ser 2019 A Cl B 3.340 07/15/2026 12596JAE3 Standard & Poors Rating: AAA Moody's Rating: Aaa	99,582.00 99.5820	100,440.77 100.44	0.4 3.35	3,340.00
75,000.000	CNH Equip Tr A B S Ser 2019 B Cl B 2.870 11/16/2026 12596TAE1 Standard & Poors Rating: AAA Moody's Rating: N/A	74,249.25 98.9990	75,101.06 100.13	0.3 2.90	2,152.50
<b>Total Corporate Issues</b>		<b>\$9,771,890.67</b>	<b>\$9,987,852.50</b>	<b>42.7</b>	<b>\$191,490.06</b>
<b>Foreign Issues</b>					
410,000.000	Credit Suisse Ag New York 02/02/2024 Var 22550UAB7 Standard & Poors Rating: A Moody's Rating: A2	402,242.80 98.1080	410,000.00 100.00	1.8 2.72	10,930.60
<b>Total Foreign Issues</b>		<b>\$402,242.80</b>	<b>\$410,000.00</b>	<b>1.8</b>	<b>\$10,930.60</b>
<b>Municipal Issues</b>					
250,000.000	Baltimore Md Var Pub Impt Bds 2003D 10/15/2022 Taxable Skg Var 059189QB9 Standard & Poors Rating: A-1+ Moody's Rating: VMIG 1	250,000.00 100.0000	250,000.00 100.00	1.1 2.75	6,874.17
150,000.000	Michigan ST Bldg Auth Rev Ref Taxable Bds 2020 I 0.461 10/15/2022 Taxable 594615HN9 Standard & Poors Rating: N/A Moody's Rating: Aa2	149,859.00 99.9060	149,476.50 99.65	0.7 .46	691.50
135,000.000	San Antonio Tx Taxable Gen Impt Ref Bds 2020 0.478 02/01/2023 Taxable 79623PEN1 Standard & Poors Rating: AAA Moody's Rating: Aaa	133,682.40 99.0240	133,903.80 99.19	0.6 .48	645.30





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**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
95,000.000	Riverside Cnty Calif Pension O Bds 2020 Ca 2.363 02/15/2023 Taxable 76913CAX7 Standard & Poors Rating: AA Moody's Rating: A1	94,318.85 99.2830	94,724.50 99.71	0.4 2.38	2,244.85
195,000.000	New York Ny Taxable Go Bds Fiscal 1.150 03/01/2023 Taxable 64966QJD3 Standard & Poors Rating: AA Moody's Rating: Aa2	192,856.95 98.9010	192,365.55 98.65	0.8 1.16	2,242.50
65,000.000	Oregon ST Taxable Go Bds 2022 B 2.621 05/01/2023 Taxable 68609T7C6 Standard & Poors Rating: AA+ Moody's Rating: Aa1	64,501.45 99.2330	65,000.00 100.00	0.3 2.64	1,703.65
175,000.000	Connecticut ST Taxable Go Bds 2022A 4.250 06/15/2023 Taxable 20772KQF9 Standard & Poors Rating: A+ Moody's Rating: Aa3	174,639.50 99.7940	177,339.75 101.34	0.8 4.26	7,437.50
230,000.000	Port Auth N Y N J Taxable Consolidated Nts AAA Ny 1.086 07/01/2023 Taxable 73358W4V3 Standard & Poors Rating: AA- Moody's Rating: Aa3	224,213.20 97.4840	227,936.40 99.10	1.0 1.11	2,497.80
235,000.000	Port Seattle Wa Rev Taxable Inter Lien Ref B 2022C 3.325 08/01/2023 Taxable 735389W46 Standard & Poors Rating: AA- Moody's Rating: A1	233,096.50 99.1900	235,000.00 100.00	1.0 3.35	7,813.75
125,000.000	New York ST Thruway Auth Ref Ser M 2.119 01/01/2024 Taxable 650009R88 Standard & Poors Rating: A Moody's Rating: A1	121,555.00 97.2440	122,370.00 97.90	0.5 2.18	2,648.75
400,000.000	Wisconsin Hsg Economic Dev A Home Ownership Rev Bds 2003 S 03/01/2028 Var Taxable Skg 97689PP93 Standard & Poors Rating: A-1+ Moody's Rating: VMIG 1	400,000.00 100.0000	400,000.00 100.00	1.8 1.12	4,463.04







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### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
160,000.000	Colorado Hsg Fin Auth Taxable Single Family Mt 2017 B 05/01/2034 Skg Taxable Var 196479A33 Standard & Poors Rating: A-1+ Moody's Rating: VMIG 1	160,000.00 100.0000	160,000.00 100.00	0.7 2.33	3,728.00
300,000.000	New York ST Hsg Fin Agy Rev Var Rev Bds 2004B 11/15/2036 Var Taxable 64986MJ63 Standard & Poors Rating: N/A Moody's Rating: VMIG 1	300,000.00 100.0000	300,000.00 100.00	1.3 2.34	7,011.30
200,000.000	Wisconsin Hsg Economic Dev Auth Home Ownership Rev Rev Bds 2007 D 03/01/2038 Var Taxable Skg 97689P5F1 Standard & Poors Rating: A-1 Moody's Rating: VMIG 1	200,000.00 100.0000	200,000.00 100.00	0.9 .08	160.00
300,000.000	Texas ST Taxable Go Bds 2005 B 06/01/2045 Var Taxable 882721BN2 Standard & Poors Rating: A-1+ Moody's Rating: VMIG 1	300,000.00 100.0000	300,000.00 100.00	1.3 2.78	8,345.00
<b>Total Municipal Issues</b>		<b>\$2,998,722.85</b>	<b>\$3,008,116.50</b>	<b>13.1</b>	<b>\$58,507.11</b>
<b>Cash</b>					
	Principal Cash	5,023.42	5,023.42		
	Income Cash	- 5,023.42	- 5,023.42		
	<b>Total Cash</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0</b>	
<b>Total Assets</b>		<b>\$22,876,219.76</b>	<b>\$23,195,726.91</b>	<b>100.0</b>	<b>\$432,634.60</b>





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## TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	<b>Beginning Balance 09/01/2022</b>	<b>- \$1,172.00</b>	<b>\$1,172.00</b>	<b>\$23,165,987.40</b>
09/01/22	Interest Earned On Wisconsin Hsg 0.080% 3/01/38 0.005998 USD/\$1 Pv On 200,000 Par Value Due 9/1/22 97689P5F1	1,199.61		
09/01/22	Interest Earned On Wisconsin Hsg 2.380% 3/01/28 0.005625 USD/\$1 Pv On 400,000 Par Value Due 9/1/22 97689PP93	2,249.86		
09/01/22	Purchased 3,449.47 Units Of First Am Govt Ob Fd CI Y Trade Date 9/1/22 31846V203		- 3,449.47	3,449.47
09/01/22	Amortized Premium On Virginia EI Pwr 3.450% 9/01/22 Fed Basis Decreased By 9,916.07 USD To 750,000.00 USD 9/1/22 Current Year Amortization 927804FJ8			- 9,916.07
09/01/22	Matured 750,000 Par Value Of Virginia EI Pwr 3.450% 9/01/22 Trade Date 9/1/22 750,000 Par Value At 100 % 927804FJ8		750,000.00	- 750,000.00
09/01/22	Interest Earned On New York Ny 1.150% 3/01/23 0.00575 USD/\$1 Pv On 195,000 Par Value Due 9/1/22 64966QJD3	1,121.25		
09/01/22	Interest Earned On Nextera Energy Cap 2.23361% 3/01/23 0.005708 USD/\$1 Pv On 225,000 Par Value Due 9/1/22 65339KBV1	1,284.32		
09/01/22	Interest Earned On Texas ST Taxable 2.36774% 6/01/45 0.002011 USD/\$1 Pv On 300,000 Par Value Due 9/1/22 882721BN2	603.29		
09/01/22	Interest Earned On Virginia EI Pwr 3.450% 9/01/22 0.01725 USD/\$1 Pv On 750,000 Par Value Due 9/1/22 927804FJ8	12,937.50		
09/01/22	Cash Disbursement Transfer To Principal Income Earnings	- 14,774.36		
09/01/22	Cash Receipt Transfer From Income Income Earnings		14,774.36	







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## TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/01/22	Purchased 765,946.36 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/1/22 31846V203		- 765,946.36	765,946.36
09/01/22	Interest Earned On First Am Govt Ob Fd Cl Y Interest From 8/1/22 To 8/31/22 31846V203	798.90		
09/02/22	Sold 250,015.89 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/2/22 31846V203		250,015.89	- 250,015.89
09/02/22	Interest Earned On Centerpoint Energy 0.700% 3/02/23 0.0035 USD/\$1 Pv On 485,000 Par Value Due 9/2/22 15189WAM2	1,697.50		
09/02/22	Cash Disbursement Transfer To Principal Income Earnings	- 5,945.87		
09/02/22	Cash Receipt Transfer From Income Income Earnings		5,945.87	
09/02/22	Purchased 2,496.4 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/2/22 31846V203		- 2,496.40	2,496.40
09/02/22	Purchased 250,000 Par Value Of Baltimore Md Var 2.320% 10/15/22 Trade Date 9/2/22 Purchased Through Citigroup Global Markets Inc Swift External Ref#: 00613000020810B 250,000 Par Value At 100 % 059189QB9		- 250,000.00	250,000.00
09/02/22	Paid Accrued Interest On Purchase Of Baltimore Md Var 2.320% 10/15/22 Income Debit 15.89- USD 059189QB9	- 15.89		
09/06/22	Interest Earned On Goldman Sachs Grou 2.31298% 12/06/23 0.005911 USD/\$1 Pv On 330,000 Par Value Due 9/6/22 38141GZF4	1,950.61		
09/06/22	Cash Disbursement Transfer To Principal Income Earnings	- 1,934.72		
09/06/22	Cash Receipt Transfer From Income Income Earnings		1,934.72	





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/06/22	Purchased 1,950.61 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/6/22 31846V203		- 1,950.61	1,950.61
09/07/22	Sold 774,446.98 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/7/22 31846V203		774,446.98	- 774,446.98
09/07/22	Matured 350,000 Par Value Of Koch Inds Inc Disc Coml C P 9/07/22 Trade Date 9/7/22 350,000 Par Value At 100 % 50000EJ70		349,249.25	- 349,249.25
09/07/22	Interest Earned On Koch Inds Inc Disc Coml C P 9/07/22 350,000 Par Value At 100 % 50000EJ70	750.75		
09/07/22	Cash Disbursement Transfer To Principal Income Earnings	- 750.75		
09/07/22	Cash Receipt Transfer From Income Income Earnings		750.75	
09/07/22	Purchased 350,000 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/7/22 31846V203		- 350,000.00	350,000.00
09/07/22	Purchased 375,000 Par Value Of Canadian Tire Corp Ltd C P 9/20/22 Trade Date 9/7/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 00613000020850A 375,000 Par Value At 99.901416 % 13668MJL2		- 374,630.31	374,630.31
09/07/22	Purchased 400,000 Par Value Of Continental Rubr Amer C P 9/13/22 Trade Date 9/7/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 00613000020840A 400,000 Par Value At 99.9541675 % 21201CJD9		- 399,816.67	399,816.67
09/09/22	Interest Earned On Truist Bank Mtn 1.250% 3/09/23 0.00625 USD/\$1 Pv On 250,000 Par Value Due 9/9/22 89788JAB5	1,562.50		
09/09/22	Cash Disbursement Transfer To Principal Income Earnings	- 1,371.55		
09/09/22	Cash Receipt Transfer From Income Income Earnings		1,371.55	







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/09/22	Sold 246,040.16 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/9/22 31846V203		246,040.16	- 246,040.16
09/13/22	Sold 349,595.56 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/13/22 31846V203		349,595.56	- 349,595.56
09/13/22	Matured 400,000 Par Value Of Continental Rubr Amer C P 9/13/22 Trade Date 9/13/22 400,000 Par Value At 100 % 21201CJD9		399,816.67	- 399,816.67
09/13/22	Interest Earned On Continental Rubr Amer C P 9/13/22 400,000 Par Value At 100 % 21201CJD9	183.33		
09/13/22	Cash Disbursement Transfer To Principal Income Earnings	- 183.33		
09/13/22	Cash Receipt Transfer From Income Income Earnings		183.33	
09/13/22	Purchased 400,000 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/13/22 31846V203		- 400,000.00	400,000.00
09/13/22	Purchased 350,000 Par Value Of National Fuel Gas Co C P 9/26/22 Trade Date 9/13/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 00613000020870A 350,000 Par Value At 99.88444571 % 63616KJS9		- 349,595.56	349,595.56
09/15/22	Amortized Premium On Capital One Prime 2.510% 11/15/23 Fed Basis Decreased By 1.85 USD To 4,820.41 USD 9/15/22 Current Year Amortization 14042WAC4			- 1.85
09/15/22	Interest Earned On Capital One Prime 2.510% 11/15/23 \$0.00209/Pv On 4,807.47 Pv Due 9/15/22 14042WAC4	10.07		
09/15/22	Paid Down 4,807.47 Par Value Of Capital One Prime 2.510% 11/15/23 Princ/Int Due 14042WAC4		4,807.47	- 4,820.41





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Paid Down 100,000 Par Value Of American Express 2.000% 4/15/25 Cmo Final Paydown 02582JMM3		100,000.00	- 100,680.59
09/15/22	Paid Down 155,000 Par Value Of American Express 2.000% 4/15/25 Cmo Final Paydown 02582JJN1		155,000.00	- 155,164.47
09/15/22	Paid Down 200,000 Par Value Of Ford Credit 3.0907% 9/15/24 Cmo Final Paydown 34528QHB3		200,000.00	- 200,033.02
09/15/22	Paid Down 987.24 Par Value Of World Omni 1.700% 1/15/23 Cmo Final Paydown 98162HAC4		987.24	- 989.54
09/15/22	Interest Earned On CNH Equipment Trust 1.160% 6/16/25 \$0.00097/Pv On 50,271.31 Pv Due 9/15/22 12597PAC2	48.60		
09/15/22	Amortized Premium On CNH Equipment Trust 1.160% 6/16/25 Fed Basis Decreased By 15.94 USD To 50,486.24 USD 9/15/22 Current Year Amortization 12597PAC2			- 15.94
09/15/22	Paid Down 1,916.83 Par Value Of CNH Equipment Trust 1.160% 6/16/25 Trade Date 9/15/22 12597PAC2		1,916.83	- 1,925.03
09/15/22	Interest Earned On CNH Equipment 0.230% 3/15/24 \$0.00019/Pv On 40,670.61 Pv Due 9/15/22 12598AAB6	7.80		
09/15/22	Paid Down 14,230.66 Par Value Of CNH Equipment 0.230% 3/15/24 Trade Date 9/15/22 12598AAB6		14,230.66	- 14,229.55
09/15/22	Interest Earned On Santander Drive Auto 0.500% 4/15/25 \$0.00042/Pv On 128,656.29 Pv Due 9/15/22 80286NAE6	53.61		
09/15/22	Paid Down 59,885.96 Par Value Of Santander Drive Auto 0.500% 4/15/25 Trade Date 9/15/22 80286NAE6		59,885.96	- 59,633.32
09/15/22	Interest Earned On Santander Drive 0.750% 2/17/26 \$0.00063/Pv On 100,000.00 Pv Due 9/15/22 80286NAF3	62.51		







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Amortized Premium On Santander Drive 0.750% 2/17/26 Fed Basis Decreased By 4.04 USD To 100,080.13 USD 9/15/22 Current Year Amortization 80286NAF3			- 4.04
09/15/22	Interest Earned On Toyota Auto 0.350% 1/15/25 \$0.00029/Pv On 208,703.88 Pv Due 9/15/22 89236XAC0	60.87		
09/15/22	Paid Down 18,663.97 Par Value Of Toyota Auto 0.350% 1/15/25 Trade Date 9/15/22 89236XAC0		18,663.97	- 18,584.50
09/15/22	Purchased 555,735.59 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/15/22 31846V203		- 555,735.59	555,735.59
09/15/22	Interest Earned On F H L M C Mltcl Mtg 3.500% 2/15/26 \$0.00292/Pv On 85,260.84 Pv Due 9/15/22 3137A6YW6	248.68		
09/15/22	Amortized Premium On F H L M C Mltcl Mtg 3.500% 2/15/26 Fed Basis Decreased By 37.02 USD To 85,977.38 USD 9/15/22 Current Year Amortization 3137A6YW6			- 37.02
09/15/22	Paid Down 3,466.3 Par Value Of F H L M C Mltcl Mtg 3.500% 2/15/26 Trade Date 9/15/22 3137A6YW6		3,466.30	- 3,495.43
09/15/22	Interest Earned On American Express 2.350% 5/15/25 \$0.00196/Pv On 300,000.00 Pv Due 9/15/22 02582JHL7	587.50		
09/15/22	Amortized Premium On American Express 2.350% 5/15/25 Fed Basis Decreased By 107.18 USD To 300,204.00 USD 9/15/22 Current Year Amortization 02582JHL7			- 107.18
09/15/22	Interest Earned On American Express 2.80137% 10/15/25 \$0.00233/Pv On 150,000.00 Pv Due 9/15/22 02582JHS2	350.17		
09/15/22	Amortized Premium On American Express 2.80137% 10/15/25 Fed Basis Decreased By 4.59 USD To 150,008.89 USD 9/15/22 Current Year Amortization 02582JHS2			- 4.59





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On American Express 2.000% 4/15/25 \$0.00167/Pv On 100,000.00 Pv Due 9/15/22 02582JMM3	166.67		
09/15/22	Amortized Premium On American Express 2.000% 4/15/25 Fed Basis Decreased By 28.36 USD To 100,680.59 USD 9/15/22 Current Year Amortization 02582JMM3			- 28.36
09/15/22	Interest Earned On American Express 2.000% 4/15/25 \$0.00183/Pv On 155,000.00 Pv Due 9/15/22 02582JJN1	284.17		
09/15/22	Amortized Premium On American Express 2.000% 4/15/25 Fed Basis Decreased By 6.85 USD To 155,164.47 USD 9/15/22 Current Year Amortization 02582JJN1			- 6.85
09/15/22	Interest Earned On CNH Equipment Tr 3.340% 7/15/26 \$0.00278/Pv On 100,000.00 Pv Due 9/15/22 12596JAE3	278.33		
09/15/22	Amortized Premium On CNH Equipment Tr 3.340% 7/15/26 Fed Basis Decreased By 24.84 USD To 100,440.77 USD 9/15/22 Current Year Amortization 12596JAE3			- 24.84
09/15/22	Interest Earned On CNH Equip Tr 2.870% 11/16/26 \$0.00239/Pv On 75,000.00 Pv Due 9/15/22 12596TAE1	179.37		
09/15/22	Amortized Premium On CNH Equip Tr 2.870% 11/16/26 Fed Basis Decreased By 5.36 USD To 75,101.06 USD 9/15/22 Current Year Amortization 12596TAE1			- 5.36
09/15/22	Interest Earned On Carmax Auto Owner 1.090% 3/16/26 \$0.00091/Pv On 120,000.00 Pv Due 9/15/22 14315FAF4	109.00		
09/15/22	Amortized Premium On Carmax Auto Owner 1.090% 3/16/26 Fed Basis Decreased By 4.67 USD To 120,095.88 USD 9/15/22 Current Year Amortization 14315FAF4			- 4.67







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Amortized Premium On Carmax Auto Owner 2.180% 8/15/24 Fed Basis Decreased By 57.01 USD To 115,099.59 USD 9/15/22 Current Year Amortization 14315PAD7			- 57.01
09/15/22	Interest Earned On Carmax Auto Owner 2.180% 8/15/24 \$0.00182/Pv On 114,452.23 Pv Due 9/15/22 14315PAD7	207.93		
09/15/22	Paid Down 15,563.03 Par Value Of Carmax Auto Owner 2.180% 8/15/24 Trade Date 9/15/22 14315PAD7		15,563.03	- 15,651.06
09/15/22	Interest Earned On Carmax Auto Owner 1.890% 12/16/24 \$0.00158/Pv On 39,231.32 Pv Due 9/15/22 14315XAC2	61.79		
09/15/22	Amortized Premium On Carmax Auto Owner 1.890% 12/16/24 Fed Basis Decreased By 20.21 USD To 39,499.95 USD 9/15/22 Current Year Amortization 14315XAC2			- 20.21
09/15/22	Paid Down 3,600 Par Value Of Carmax Auto Owner 1.890% 12/16/24 Trade Date 9/15/22 14315XAC2		3,600.00	- 3,624.65
09/15/22	Amortized Premium On Carmax Auto Owner 2.680% 3/15/24 Fed Basis Decreased By 52.37 USD To 103,212.62 USD 9/15/22 Current Year Amortization 14316LAC7			- 52.37
09/15/22	Interest Earned On Carmax Auto Owner 2.680% 3/15/24 \$0.00223/Pv On 102,746.34 Pv Due 9/15/22 14316LAC7	229.47		
09/15/22	Paid Down 32,321.38 Par Value Of Carmax Auto Owner 2.680% 3/15/24 Trade Date 9/15/22 14316LAC7		32,321.38	- 32,468.07
09/15/22	Interest Earned On Carmax Auto Owner 0.340% 12/15/25 \$0.00028/Pv On 150,070.24 Pv Due 9/15/22 14316NAC3	42.52		
09/15/22	Paid Down 8,744.44 Par Value Of Carmax Auto Owner 0.340% 12/15/25 Trade Date 9/15/22 14316NAC3		8,744.44	- 8,610.54





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On Carmax Auto Owner 2.810% 5/15/25 \$0.00234/Pv On 145,000.00 Pv Due 9/15/22 14317HAB7	339.54		
09/15/22	Interest Earned On Chase Issuance Trust 1.530% 1/15/25 \$0.00128/Pv On 200,000.00 Pv Due 9/15/22 161571HP2	255.00		
09/15/22	Interest Earned On Daimler Trucks 1.220% 9/15/23 \$0.00102/Pv On 26,970.95 Pv Due 9/15/22 233854AC2	27.42		
09/15/22	Amortized Premium On Daimler Trucks 1.220% 9/15/23 Fed Basis Decreased By 5.49 USD To 27,002.83 USD 9/15/22 Current Year Amortization 233854AC2			- 5.49
09/15/22	Paid Down 8,510.73 Par Value Of Daimler Trucks 1.220% 9/15/23 Trade Date 9/15/22 233854AC2		8,510.73	- 8,520.79
09/15/22	Interest Earned On Ford Credit 3.0907% 9/15/24 \$0.00258/Pv On 200,000.00 Pv Due 9/15/22 34528QHB3	515.12		
09/15/22	Amortized Premium On Ford Credit 3.0907% 9/15/24 Fed Basis Decreased By 11.01 USD To 200,033.02 USD 9/15/22 Current Year Amortization 34528QHB3			- 11.01
09/15/22	Interest Earned On Ford Credit Mstr 2.98737% 9/15/25 \$0.00249/Pv On 395,000.00 Pv Due 9/15/22 34528QHL1	983.34		
09/15/22	Amortized Premium On Ford Credit Mstr 2.98737% 9/15/25 Fed Basis Decreased By 28.65 USD To 395,075.78 USD 9/15/22 Current Year Amortization 34528QHL1			- 28.65
09/15/22	Interest Earned On Ford Credit Auto 1.870% 3/15/24 \$0.00156/Pv On 196,432.14 Pv Due 9/15/22 34531KAD4	306.11		
09/15/22	Amortized Premium On Ford Credit Auto 1.870% 3/15/24 Fed Basis Decreased By 65.92 USD To 197,016.94 USD 9/15/22 Current Year Amortization 34531KAD4			- 65.92







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Paid Down 41,539.52 Par Value Of Ford Credit Auto 1.870% 3/15/24 Trade Date 9/15/22 34531KAD4		41,539.52	- 41,663.19
09/15/22	Interest Earned On Honda Auto 0.820% 7/15/24 \$0.00068/Pv On 102,987.84 Pv Due 9/15/22 43813DAC2	70.37		
09/15/22	Paid Down 9,996.8 Par Value Of Honda Auto 0.820% 7/15/24 Trade Date 9/15/22 43813DAC2		9,996.80	- 9,896.83
09/15/22	Amortized Premium On Mercedes Benz Auto 0.400% 11/15/23 Fed Basis Decreased By 12.86 USD To 206,691.26 USD 9/15/22 Current Year Amortization 58769EAC2			- 12.86
09/15/22	Interest Earned On Mercedes Benz Auto 0.400% 11/15/23 \$0.00033/Pv On 206,514.61 Pv Due 9/15/22 58769EAC2	68.83		
09/15/22	Paid Down 34,459.78 Par Value Of Mercedes Benz Auto 0.400% 11/15/23 Trade Date 9/15/22 58769EAC2		34,459.78	- 34,489.26
09/15/22	Interest Earned On World Omni 1.700% 1/15/23 \$0.00142/Pv On 987.24 Pv Due 9/15/22 98162HAC4	1.40		
09/15/22	Amortized Premium On World Omni 1.700% 1/15/23 Fed Basis Decreased By 0.59 USD To 989.54 USD 9/15/22 Current Year Amortization 98162HAC4			- 0.59
09/15/22	Interest Earned On Berkshire Hathaway 2.750% 3/15/23 0.01375 USD/\$1 Pv On 305,000 Par Value Due 9/15/22 084670BR8	4,193.75		
09/15/22	Amortized Premium On Berkshire Hathaway 2.750% 3/15/23 Fed Basis Decreased By 1,829.69 USD To 306,231.15 USD 9/15/22 Current Year Amortization 084670BR8			- 1,829.69
09/15/22	Interest Earned On New York ST Hsg 2.3371% 11/15/36 0.001985 USD/\$1 Pv On 300,000 Par Value Due 9/15/22 64986MJ63	595.48		





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On U S Treasury Nt 0.500% 3/15/23 0.0025 USD/\$1 Pv On 850,000 Par Value Due 9/15/22 912828ZD5	2,125.00		
09/15/22	Amortized Premium On U S Treasury Nt 0.500% 3/15/23 Fed Basis Decreased By 1,499.73 USD To 851,500.82 USD 9/15/22 Current Year Amortization 912828ZD5			- 1,499.73
09/15/22	Cash Disbursement Transfer To Principal Income Earnings	- 12,226.96		
09/15/22	Cash Receipt Transfer From Income Income Earnings		12,226.96	
09/15/22	Purchased 170,428.94 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/15/22 31846V203		- 170,428.94	170,428.94
09/16/22	Interest Earned On Gm Fin Cons Atmb 2.040% 2/18/25 \$0.00170/Pv On 300,000.00 Pv Due 9/16/22 36258MAF1	510.00		
09/16/22	Amortized Premium On Gm Fin Cons Atmb 2.040% 2/18/25 Fed Basis Decreased By 246.00 USD To 303,515.44 USD 9/16/22 Current Year Amortization 36258MAF1			- 246.00
09/16/22	Purchased 510 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/16/22 31846V203		- 510.00	510.00
09/16/22	Interest Earned On Jpmorgan Chase Co 0.62934% 3/16/24 0.006335 USD/\$1 Pv On 340,000 Par Value Due 9/16/22 46647PCA2	2,153.73		
09/16/22	Cash Disbursement Transfer To Principal Income Earnings	- 2,397.19		
09/16/22	Cash Receipt Transfer From Income Income Earnings		2,397.19	
09/16/22	Purchased 2,153.73 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/16/22 31846V203		- 2,153.73	2,153.73







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/19/22	Received 0.01 Par Value Of Capital One Prime 2.510% 11/15/23 Market Value Of 0.01 USD Position Still Held Per Dtcc 14042WAC4			0.01
09/19/22	Sold 499,816.67 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/19/22 31846V203		499,816.67	- 499,816.67
09/19/22	Cash Disbursement Transfer To Principal Income Earnings	- 510.00		
09/19/22	Cash Receipt Transfer From Income Income Earnings		510.00	
09/19/22	Purchased 500,000 Par Value Of L3Harris Technologies C P 9/23/22 Trade Date 9/19/22 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 00613000020980A 500,000 Par Value At 99.963334 % 50246YJP0		- 499,816.67	499,816.67
09/20/22	Interest Earned On G N M A Gtd Remic 1.500% 12/20/40 \$0.00125/Pv On 43,743.90 Pv Due 9/20/22 38378JZD7	54.68		
09/20/22	Amortized Premium On G N M A Gtd Remic 1.500% 12/20/40 Fed Basis Decreased By 5.38 USD To 44,067.07 USD 9/20/22 Current Year Amortization 38378JZD7			- 5.38
09/20/22	Paid Down 1,821.19 Par Value Of G N M A Gtd Remic 1.500% 12/20/40 Trade Date 9/20/22 38378JZD7		1,821.19	- 1,834.64
09/20/22	Matured 375,000 Par Value Of Canadian Tire Corp Ltd C P 9/20/22 Trade Date 9/20/22 375,000 Par Value At 100 % 13668MJL2		374,630.31	- 374,630.31
09/20/22	Interest Earned On Canadian Tire Corp Ltd C P 9/20/22 375,000 Par Value At 100 % 13668MJL2	369.69		
09/20/22	Cash Disbursement Transfer To Principal Income Earnings	- 424.37		
09/20/22	Cash Receipt Transfer From Income Income Earnings		424.37	





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Purchased 376,875.87 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/20/22 31846V203		- 376,875.87	376,875.87
09/21/22	Interest Earned On F H L M C Mltcl Mtg 6.000% 7/17/24 \$0.00500/Pv On 144,441.27 Pv Due 9/17/22 3133T52K8	722.21		
09/21/22	Amortized Premium On F H L M C Mltcl Mtg 6.000% 7/17/24 Fed Basis Decreased By 302.29 USD To 147,668.97 USD 9/17/22 Current Year Amortization 3133T52K8			- 302.29
09/21/22	Paid Down 11,790.63 Par Value Of F H L M C Mltcl Mtg 6.000% 7/17/24 Trade Date 9/17/22 3133T52K8		11,790.63	- 12,054.10
09/21/22	Interest Earned On Honda Auto 1.610% 4/22/24 \$0.00134/Pv On 96,866.95 Pv Due 9/21/22 43813RAC1	129.96		
09/21/22	Paid Down 11,393.63 Par Value Of Honda Auto 1.610% 4/22/24 Trade Date 9/21/22 43813RAC1		11,393.63	- 11,347.22
09/21/22	Sold 775,907.53 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/21/22 31846V203		775,907.53	- 775,907.53
09/21/22	Purchased 20,466.3 Par Value Of F N M A Gtd Remic 3.000% 7/25/41 Trade Date 9/16/22 Purchased Through Sncrus44 Stifel, Nicolaus US Swift External Ref#: 00613000020910A 20,466.3 Par Value At 99.00000015 % 3136A7D25		- 20,261.64	20,261.64
09/21/22	Paid Accrued Interest On Purchase Of F N M A Gtd Remic 3.000% 7/25/41 Income Debit 34.11- USD 3136A7D25	- 34.11		
09/21/22	Matured 250,000 Par Value Of Dominion Energy South C P 9/21/22 Trade Date 9/21/22 250,000 Par Value At 100 % 25731EJM5		249,357.78	- 249,357.78
09/21/22	Interest Earned On Dominion Energy South C P 9/21/22 250,000 Par Value At 100 % 25731EJM5	642.22		







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/21/22	Cash Disbursement Transfer To Principal Income Earnings	- 608.11		
09/21/22	Cash Receipt Transfer From Income Income Earnings		608.11	
09/21/22	Purchased 229,704.25 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/21/22 31846V203		- 229,704.25	229,704.25
09/21/22	Purchased 450,000 Par Value Of Cooperative Centrale C P 9/22/22 Trade Date 9/21/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 00613000021010A 450,000 Par Value At 99.99364 % 21687BJN2		- 449,971.38	449,971.38
09/21/22	Purchased 350,000 Par Value Of Continental Rubr Amer C P 9/22/22 Trade Date 9/21/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 00613000021020A 350,000 Par Value At 99.99216571 % 21201CJN7		- 349,972.58	349,972.58
09/22/22	Matured 450,000 Par Value Of Cooperative Centrale C P 9/22/22 Trade Date 9/22/22 450,000 Par Value At 100 % 21687BJN2		449,971.38	- 449,971.38
09/22/22	Interest Earned On Cooperative Centrale C P 9/22/22 450,000 Par Value At 100 % 21687BJN2	28.62		
09/22/22	Matured 350,000 Par Value Of Continental Rubr Amer C P 9/22/22 Trade Date 9/22/22 350,000 Par Value At 100 % 21201CJN7		349,972.58	- 349,972.58
09/22/22	Interest Earned On Continental Rubr Amer C P 9/22/22 350,000 Par Value At 100 % 21201CJN7	27.42		
09/22/22	Cash Disbursement Transfer To Principal Income Earnings	- 908.21		
09/22/22	Cash Receipt Transfer From Income Income Earnings		908.21	





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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/22/22	Purchased 800,000 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/22/22 31846V203		- 800,000.00	800,000.00
09/23/22	Sold 449,819.5 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/23/22 31846V203		449,819.50	- 449,819.50
09/23/22	Purchased 475,000 Par Value Of U S Treasury Nt 0.125% 8/15/23 Trade Date 9/21/22 Purchased Through Nmrius33 Nomura Secs Intl Ny Swift External Ref#: 00613000021030A 475,000 Par Value At 96.52734316 % 91282CAF8		- 458,504.88	458,504.88
09/23/22	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.125% 8/15/23 Income Debit 62.92- USD 91282CAF8	- 62.92		
09/23/22	Matured 500,000 Par Value Of L3Harris Technologies C P 9/23/22 Trade Date 9/23/22 500,000 Par Value At 100 % 50246YJP0		499,816.67	- 499,816.67
09/23/22	Interest Earned On L3Harris Technologies C P 9/23/22 500,000 Par Value At 100 % 50246YJP0	183.33		
09/23/22	Cash Disbursement Transfer To Principal Income Earnings	- 120.41		
09/23/22	Cash Receipt Transfer From Income Income Earnings		120.41	
09/23/22	Purchased 41,432.2 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/23/22 31846V203		- 41,432.20	41,432.20
09/23/22	Purchased 450,000 Par Value Of Canadian Tire Corp Ltd C P 9/27/22 Trade Date 9/23/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 00613000021070A 450,000 Par Value At 99.95988889 % 13668MJT5		- 449,819.50	449,819.50
09/26/22	Purchased 380.54 Par Value Of F N M A Gtd Remic 3.000% 3/25/40 Trade Date 9/25/22 3136AGP89		- 380.54	380.54







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Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F N M A Gtd Remic 3.000% 3/25/40 Deferred Interest For 9/25/22 On Payup Issue 3136AGP89		380.54	
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.592% 4/25/23 Fed Basis Decreased By 46.03 USD To 118,658.74 USD 9/25/22 Current Year Amortization 3137B7YX1			- 46.03
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.592% 4/25/23 \$0.00216/Pv On 118,343.98 Pv Due 9/25/22 3137B7YX1	255.62		
09/26/22	Paid Down 15,779.48 Par Value Of F H L M C Mltcl Mtg 2.592% 4/25/23 Trade Date 9/25/22 3137B7YX1		15,779.48	- 15,821.45
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.300% 4/25/23 \$0.00275/Pv On 100,000.00 Pv Due 9/25/22 3137B3NX2	275.00		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 3.300% 4/25/23 Fed Basis Decreased By 47.07 USD To 100,321.91 USD 9/25/22 Current Year Amortization 3137B3NX2			- 47.07
09/26/22	Paid Down 3,603.73 Par Value Of F H L M C Mltcl Mtg 3.300% 4/25/23 Trade Date 9/25/22 3137B3NX2		3,603.73	- 3,615.33
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.320% 2/25/23 \$0.00277/Pv On 142,775.87 Pv Due 9/25/22 3137B36J2	395.01		
09/26/22	Amortized Premium On F H L M C Mltcl Mt 3.320% 2/25/23 Fed Basis Decreased By 228.07 USD To 143,338.69 USD 9/25/22 Current Year Amortization 3137B36J2			- 228.07
09/26/22	Paid Down 3,115.55 Par Value Of F H L M C Mltcl Mt 3.320% 2/25/23 Trade Date 9/25/22 3137B36J2		3,115.55	- 3,127.83
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.615% 1/25/23 \$0.00218/Pv On 200,000.00 Pv Due 9/25/22 3137B04Y7	435.84		





**ACCOUNT NUMBER: 240907004**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
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**(I-15 EXPRESS LANES PROJECT)**  
**PROJECT SALES TAX REVENUE**

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Amortized Premium On F H L M C Mltcl Mt 2.615% 1/25/23 Fed Basis Decreased By 177.05 USD To 200,696.79 USD 9/25/22 Current Year Amortization 3137B04Y7			- 177.05
09/26/22	Amortized Premium On F H L M C Mltcl Mt 2.522% 1/25/23 Fed Basis Decreased By 3.71 USD To 52,660.94 USD 9/25/22 Current Year Amortization 3137B1U75			- 3.71
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.522% 1/25/23 \$0.00210/Pv On 52,746.04 Pv Due 9/25/22 3137B1U75	110.86		
09/26/22	Paid Down 22,262.06 Par Value Of F H L M C Mltcl Mt 2.522% 1/25/23 Trade Date 9/25/22 3137B1U75		22,262.06	- 22,226.14
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.111% 2/25/23 \$0.00259/Pv On 147,452.44 Pv Due 9/25/22 3137B2HN3	382.27		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 3.111% 2/25/23 Fed Basis Decreased By 60.84 USD To 147,752.72 USD 9/25/22 Current Year Amortization 3137B2HN3			- 60.84
09/26/22	Paid Down 10,771.69 Par Value Of F H L M C Mltcl Mtg 3.111% 2/25/23 Trade Date 9/25/22 3137B2HN3		10,771.69	- 10,793.63
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.531% 7/25/23 \$0.00294/Pv On 50,000.00 Pv Due 9/25/22 3137B5JM6	147.13		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 3.531% 7/25/23 Fed Basis Decreased By 70.64 USD To 50,690.42 USD 9/25/22 Current Year Amortization 3137B5JM6			- 70.64
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.697% 1/25/25 \$0.00225/Pv On 42,854.01 Pv Due 9/25/22 3137BJP56	96.31		







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This statement is for the period from  
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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.697% 1/25/25 Fed Basis Decreased By 17.53 USD To 43,336.29 USD 9/25/22 Current Year Amortization 3137BJP56			- 17.53
09/26/22	Paid Down 2,090.18 Par Value Of F H L M C Mltcl Mtg 2.697% 1/25/25 Trade Date 9/25/22 3137BJP56		2,090.18	- 2,113.70
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.76996% 5/25/25 \$0.00231/Pv On 300,000.00 Pv Due 9/25/22 3137BJQ71	692.50		
09/26/22	Amortized Premium On F H L M C Mltcl Mt 2.76996% 5/25/25 Fed Basis Decreased By 399.19 USD To 312,529.49 USD 9/25/22 Current Year Amortization 3137BJQ71			- 399.19
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.454% 8/25/23 Fed Basis Decreased By 53.44 USD To 230,140.20 USD 9/25/22 Current Year Amortization 3137BSPW7			- 53.44
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.454% 8/25/23 \$0.00205/Pv On 229,658.30 Pv Due 9/25/22 3137BSPW7	469.65		
09/26/22	Paid Down 269.27 Par Value Of F H L M C Mltcl Mtg 2.454% 8/25/23 Trade Date 9/25/22 3137BSPW7		269.27	- 269.84
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.951% 2/25/24 \$0.00246/Pv On 109,802.76 Pv Due 9/25/22 3137FCM35	270.02		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.951% 2/25/24 Fed Basis Decreased By 10.96 USD To 109,985.97 USD 9/25/22 Current Year Amortization 3137FCM35			- 10.96
09/26/22	Paid Down 3,737.44 Par Value Of F H L M C Mltcl Mtg 2.951% 2/25/24 Trade Date 9/25/22 3137FCM35		3,737.44	- 3,743.68
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.79237% 7/25/24 \$0.00233/Pv On 84,505.34 Pv Due 9/25/22 3137FQXG3	196.64		





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This statement is for the period from  
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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.250% 4/25/23 \$0.00271/Pv On 172,635.95 Pv Due 9/25/22 3137B3NA2	467.56		
09/26/22	Amortized Premium On F H L M C Mltcl Mt 3.250% 4/25/23 Fed Basis Decreased By 84.85 USD To 173,216.22 USD 9/25/22 Current Year Amortization 3137B3NA2			- 84.85
09/26/22	Paid Down 4,675.44 Par Value Of F H L M C Mltcl Mt 3.250% 4/25/23 Trade Date 9/25/22 3137B3NA2		4,675.44	- 4,691.16
09/26/22	Sold 938,969.18 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/26/22 31846V203		938,969.18	- 938,969.18
09/26/22	Amortized Premium On F N M A Gtd Remic 3.000% 3/25/40 Fed Basis Decreased By 9.66 USD To 152,998.43 USD 9/25/22 Current Year Amortization 3136AGP89			- 9.66
09/26/22	Paid Down 4,994.15 Par Value Of F N M A Gtd Remic 3.000% 3/25/40 Trade Date 9/25/22 3136AGP89		4,994.15	- 5,019.87
09/26/22	Interest Earned On F N M A Gtd Remic 3.000% 10/25/37 \$0.00250/Pv On 86,210.83 Pv Due 9/25/22 3136AYEV1	215.53		
09/26/22	Paid Down 3,686 Par Value Of F N M A Gtd Remic 3.000% 10/25/37 Trade Date 9/25/22 3136AYEV1		3,686.00	- 3,671.60
09/26/22	Accreted Discount On F N M A #Am2182 2.160% 1/01/23 Fed Basis Increased By 10.77 USD To 117,893.28 USD 9/26/22 Market Discount 3138L2M87			10.77
09/26/22	Paid Down 320.91 Par Value Of F N M A #Am2182 2.160% 1/01/23 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138L2M87		320.91	- 320.84
09/26/22	Interest Earned On F N M A #Am2182 2.160% 1/01/23 August FNMA Due 9/25/22 3138L2M87	219.33		







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This statement is for the period from  
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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Accreted Discount On F N M A #Bm1757 2.413% 4/01/23 Fed Basis Increased By 1.25 USD To 42,926.37 USD 9/26/22 Market Discount 3140J55T2			1.25
09/26/22	Paid Down 11,718.11 Par Value Of F N M A #Bm1757 2.413% 4/01/23 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140J55T2		11,718.11	- 11,716.04
09/26/22	Interest Earned On F N M A #Bm1757 2.413% 4/01/23 August FNMA Due 9/25/22 3140J55T2	89.21		
09/26/22	Amortized Premium On F N M A #995265 5.500% 1/01/24 Fed Basis Decreased By 12.09 USD To 29,534.31 USD 9/25/22 Current Year Amortization 31416BTW8			- 12.09
09/26/22	Paid Down 3,904 Par Value Of F N M A #995265 5.500% 1/01/24 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31416BTW8		3,904.00	- 3,915.79
09/26/22	Interest Earned On F N M A #995265 5.500% 1/01/24 August FNMA Due 9/25/22 31416BTW8	134.96		
09/26/22	Matured 350,000 Par Value Of National Fuel Gas Co C P 9/26/22 Trade Date 9/26/22 350,000 Par Value At 100 % 63616KJS9		349,595.56	- 349,595.56
09/26/22	Interest Earned On National Fuel Gas Co C P 9/26/22 350,000 Par Value At 100 % 63616KJS9	404.44		
09/26/22	Cash Disbursement Transfer To Principal Income Earnings	- 1,063.47		
09/26/22	Cash Receipt Transfer From Income Income Earnings		1,063.47	
09/26/22	Purchased 375,282.2 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/26/22 31846V203		- 375,282.20	375,282.20





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Purchased 247,932.69 Par Value Of F H L M C Mitcl Mt 3.458% 8/25/23 Trade Date 9/6/22 Purchased Through Bofmcat2 Bank Of Montreal 247,932.69 Par Value At 99.56640248 % Revs/Repost Ctas Adjust 9/26/22 3137B5KW2		- 246,857.66	246,857.66
09/26/22	Paid Accrued Interest On Purchase Of F H L M C Mitcl Mt 3.458% 8/25/23 Income Debit 190.52- USD 3137B5KW2	- 190.52		
09/26/22	Purchased 400,000 Par Value Of Continental Rubber Of C P 10/03/22 Trade Date 9/26/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 00613000021090A 400,000 Par Value At 99.93 % 21201CK39		- 399,720.00	399,720.00
09/26/22	Purchased 400,000 Par Value Of Natl Rural Util Coop C P 10/21/22 Trade Date 9/26/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 00613000021100A 400,000 Par Value At 99.77014 % 63743DKM2		- 399,080.56	399,080.56
09/27/22	Interest Earned On Bank Montreal C D 0.20147% 9/27/22 0.00562 USD/\$1 Pv On 225,000 Par Value Due 9/27/22 06367CLT2	1,264.44		
09/27/22	Purchased 248,312.62 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/27/22 31846V203		- 248,312.62	248,312.62
09/27/22	Matured 225,000 Par Value Of Bank Montreal C D 0.20147% 9/27/22 Trade Date 9/27/22 225,000 Par Value At 100 % 06367CLT2		225,000.00	- 225,000.00
09/27/22	Matured 450,000 Par Value Of Canadian Tire Corp Ltd C P 9/27/22 Trade Date 9/27/22 450,000 Par Value At 100 % 13668MJT5		449,819.50	- 449,819.50
09/27/22	Interest Earned On Canadian Tire Corp Ltd C P 9/27/22 450,000 Par Value At 100 % 13668MJT5	180.50		
09/27/22	Amortized Premium On Citigroup Inc 2.700% 10/27/22 Fed Basis Decreased By 7,447.58 USD To 750,000.00 USD 9/27/22 Current Year Amortization 172967LQ2			- 7,447.58







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**PROJECT SALES TAX REVENUE**

This statement is for the period from  
September 1, 2022 to September 30, 2022

## TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/27/22	Full Call 750,000 \$1 Pv Citigroup Inc 2.700% 10/27/22 On 09/27/22 At 1.00 USD Federal Tax Cost 750,000.00 USD Corporate Action Id: 177289 172967LQ2		750,000.00	- 750,000.00
09/27/22	Full Call 750,000 Shares/Par Value Of Citigroup Inc 2.700% 10/27/22 Payable At 0.0113 USD Due 09/27/22 Total Income 8,437.50 USD 172967LQ2	8,437.50		
09/27/22	Cash Disbursement Transfer To Principal Income Earnings	- 12,622.32		
09/27/22	Cash Receipt Transfer From Income Income Earnings		12,622.32	
09/27/22	Purchased 1,397,611.67 Units Of First Am Govt Ob Fd CI Y Trade Date 9/27/22 31846V203		- 1,397,611.67	1,397,611.67
09/28/22	Cash Disbursement Transfer To Principal Income Earnings	- 1,454.96		
09/28/22	Cash Receipt Transfer From Income Income Earnings		1,454.96	
09/30/22	Sold 1,481,224.48 Units Of First Am Govt Ob Fd CI Y Trade Date 9/30/22 31846V203		1,481,224.48	- 1,481,224.48
09/30/22	Purchased 450,000 Par Value Of Canadian Tire Corp Ltd C P 10/11/22 Trade Date 9/29/22 Purchased Through Rcmcus31 United States Swift External Ref#: 00613000021140A 450,000 Par Value At 99.88480667 % 13668MKB2		- 449,481.63	449,481.63
09/30/22	Purchased 1,025,000 Par Value Of U S Treasury Nt 0.325% 10/31/23 Trade Date 9/30/22 Purchased Through Sbnys33 Citigroup Gbl Mkts Ny Swift External Ref#: 00613000021150A 1,025,000 Par Value At 100.16774927 % 91282CDE8		- 1,026,719.43	1,026,719.43
09/30/22	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.325% 10/31/23 Income Debit 5,023.42- USD 91282CDE8	- 5,023.42		





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This statement is for the period from  
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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Ending Balance 09/30/2022	- \$5,023.42	\$5,023.42	\$23,195,726.91







**ACCOUNT NUMBER: 240907020**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
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**RAMP UP ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

## ASSET DETAIL AS OF 09/30/22

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
<b>Cash Equivalents</b>					
900,000.000	Federal Home Loan Bks Discount Note 10/13/2022 313385K47	899,253.00 99.9170	899,122.50 99.90	5.9 .00	0.09
57,855.900	First American Government Oblig Fd Cl Y #3763 31846V203	57,855.90 1.0000	57,855.90 1.00	0.4 2.46	1,425.00
<b>Total Cash Equivalents</b>		<b>\$957,108.90</b>	<b>\$956,978.40</b>	<b>6.3</b>	<b>\$1,425.09</b>
<b>US Government Issues</b>					
815,000.000	U S Treasury Note 1.375 10/15/2022 912828YK0 Standard & Poors Rating: N/A Moody's Rating: Aaa	814,641.40 99.9560	814,014.44 99.88	5.4 1.38	11,206.25
5,087.860	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 M17 Cl A2 2.184 11/25/2022 3136A96F0 Standard & Poors Rating: N/A Moody's Rating: N/A	5,068.83 99.6260	4,931.45 96.93	0.0 2.19	111.07
23,600.480	F H L M C Multiclass Mtg Partn C M O Ser K S01 Cl A2 2.522 01/25/2023 3137B1U75 Standard & Poors Rating: N/A Moody's Rating: N/A	23,519.29 99.6560	23,200.38 98.30	0.2 2.53	595.20
49,346.640	F H L M C Multiclass Mtg Partn C M O Ser K029 Cl A2 3.320 02/25/2023 3137B36J2 Standard & Poors Rating: N/A Moody's Rating: N/A	49,167.02 99.6360	49,484.42 100.28	0.3 3.33	1,638.31
1,300,000.000	U S Treasury Note 0.500 03/15/2023 912828ZD5 Standard & Poors Rating: N/A Moody's Rating: Aaa	1,280,344.00 98.4880	1,299,988.12 100.00	8.5 .51	6,500.00





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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
11,786.690	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 M6 Cl 2A 03/25/2023 Var 3136AC7J4 Standard & Poors Rating: N/A Moody's Rating: N/A	11,676.37 99.0640	11,592.84 98.36	0.1 2.70	314.94
22,134.870	F N M A Partn Cert Pool #Bm1757 2.493 04/01/2023 3140J55T2 Standard & Poors Rating: N/A Moody's Rating: N/A	22,078.65 99.7460	22,130.97 99.98	0.2 2.42	534.11
16,777.760	F N M A Gtd R E M I C Pass Thru C M O Ser 2003 23 Cl Eq 5.500 04/25/2023 31392J6N4 Standard & Poors Rating: N/A Moody's Rating: N/A	16,766.02 99.9300	16,788.56 100.06	0.1 5.50	922.78
1,295,000.000	U S Treasury Note 0.125 05/15/2023 912828ZP8 Standard & Poors Rating: N/A Moody's Rating: Aaa	1,263,842.30 97.5940	1,288,955.47 99.53	8.4 .13	1,618.75
1,265,000.000	U S Treasury Note 0.125 10/15/2023 91282CAP6 Standard & Poors Rating: N/A Moody's Rating: Aaa	1,211,730.85 95.7890	1,257,228.53 99.39	8.0 .13	1,581.25
130,000.000	F N M A 0.300 10/27/2023 3136G46A6 Standard & Poors Rating: AA+ Moody's Rating: Aaa	124,247.50 95.5750	129,967.50 99.98	0.8 .31	390.00
400,000.000	F H L M C M T N 0.320 11/02/2023 3134GW6E1 Standard & Poors Rating: N/A Moody's Rating: Aaa	382,440.00 95.6100	400,233.80 100.06	2.5 .33	1,280.00
1,255,000.000	U S Treasury Note 0.125 12/15/2023 91282CBA8 Standard & Poors Rating: N/A Moody's Rating: Aaa	1,194,207.80 95.1560	1,238,114.84 98.65	7.9 .13	1,568.75







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**RAMP UP ACCOUNT**

This statement is for the period from  
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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
209,000.000	F H L M C Multiclass Mtg Partn C M O Ser K037 Cl A2 3.490 01/25/2024 3137BYY9 Standard & Poors Rating: AAA Moody's Rating: N/A	206,510.81 98.8090	216,621.13 103.65	1.4 3.53	7,294.10
565,000.000	U S Treasury Note 0.375 04/15/2024 91282CBV2 Standard & Poors Rating: N/A Moody's Rating: Aaa	531,958.80 94.1520	540,192.97 95.61	3.5 .40	2,118.75
1,000,000.000	U S Treasury Note 0.250 06/15/2024 91282CCG4 Standard & Poors Rating: N/A Moody's Rating: Aaa	934,020.00 93.4020	974,541.01 97.45	6.2 .27	2,500.00
175,000.000	F H L M C Multiclass Mtg Partn C M O Ser K039 Cl A2 3.303 07/25/2024 3137BDCW4 Standard & Poors Rating: N/A Moody's Rating: N/A	171,388.00 97.9360	183,047.45 104.60	1.1 3.37	5,780.25
23,278.600	F H L M C Multiclass Mtg Partn C M O Ser K041 Cl A1 2.720 08/25/2024 3137BFE80 Standard & Poors Rating: N/A Moody's Rating: N/A	23,006.01 98.8290	23,759.93 102.07	0.2 2.75	633.18
85,000.000	F H L M C M T N 4.000 12/30/2024 3134GXA61 Standard & Poors Rating: AA+ Moody's Rating: Aaa	83,813.40 98.6040	85,000.00 100.00	0.6 4.06	3,400.00
1,020,000.000	U S Treasury Note 1.750 12/31/2024 912828YY0 Standard & Poors Rating: N/A Moody's Rating: N/A	966,450.00 94.7500	1,022,919.13 100.29	6.4 1.85	17,850.00
134,886.060	F H L M C Multiclass Mtg Partn C M O Ser K050 Cl A1 2.802 01/25/2025 3137BLW87 Standard & Poors Rating: N/A Moody's Rating: N/A	131,790.42 97.7050	138,948.25 103.01	0.9 2.87	3,779.51





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(I-15 EXPRESS LANES PROJECT)  
RAMP UP ACCOUNT

This statement is for the period from  
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### ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
148,860.130	F H L M C Multiclass Mtg Partn C M O Ser K731 Cl A2 02/25/2025 Var 3137F4WZ1 Standard & Poors Rating: N/A Moody's Rating: N/A	145,577.76 97.7950	149,767.85 100.61	1.0 3.68	5,358.96
105,000.000	Federal Home Loan Bks 2.200 02/28/2025 3130AR2C4 Standard & Poors Rating: AA+ Moody's Rating: Aaa	99,341.55 94.6110	105,000.00 100.00	0.7 2.32	2,310.00
1,250,000.000	U S Treasury Note 0.500 03/31/2025 912828ZF0 Standard & Poors Rating: N/A Moody's Rating: Aaa	1,140,387.50 91.2310	1,210,609.18 96.85	7.5 .55	6,250.00
150,000.000	F H L M C Multiclass Mtg Partn C M O Ser Kplb Cl A 2.770 05/25/2025 3137BJQ71 Standard & Poors Rating: N/A Moody's Rating: N/A	142,909.50 95.2730	157,569.02 105.05	1.0 2.91	4,154.94
35,000.000	F H L M C Multiclass Mtg Partn C M O Ser K047 Cl A2 3.329 05/25/2025 3137BKRJ1 Standard & Poors Rating: N/A Moody's Rating: N/A	33,874.40 96.7840	34,870.12 99.63	0.2 3.44	1,165.15
155,000.000	F H L M C M T N 4.050 07/21/2025 3134GXG24 Standard & Poors Rating: AA+ Moody's Rating: Aaa	152,808.30 98.5860	155,000.00 100.00	1.0 4.11	6,277.50
125,000.000	F H L M C Multiclass Mtg Partn C M O Ser K052 Cl A2 3.151 11/25/2025 3137BMTX4 Standard & Poors Rating: N/A Moody's Rating: N/A	119,777.50 95.8220	124,448.24 99.56	0.8 3.29	3,938.70
150,000.000	F N M A Partn Cert Pool #BI1359 3.460 01/01/2026 3140HSQM6 Standard & Poors Rating: N/A Moody's Rating: N/A	147,027.00 98.0180	151,104.92 100.74	1.0 3.53	5,190.00







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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
175,000.000	F H L M C Multiclass Mtg Partn C M O Ser Kbx1 Cl A2 2.920 01/25/2026 3137F4CZ3 Standard & Poors Rating: N/A Moody's Rating: N/A	167,954.50 95.9740	173,660.16 99.23	1.1 .77	1,295.70
52,770.660	F H L M C Multiclass Mtg Partn C M O Ser 3806 Cl L 3.500 02/15/2026 3137A6YW6 Standard & Poors Rating: N/A Moody's Rating: N/A	52,115.25 98.7580	53,214.16 100.84	0.4 3.54	1,846.97
153,529.590	F N M A Partn Cert Pool #An1613 2.550 07/01/2026 3138LDYK3 Standard & Poors Rating: N/A Moody's Rating: N/A	143,243.11 93.3000	150,195.43 97.83	1.0 2.73	3,915.00
28,220.780	F H L M C Multiclass Mtg Partn C M O Ser 4272 Cl Yg 2.000 11/15/2026 3137B6DF5 Standard & Poors Rating: N/A Moody's Rating: N/A	27,671.32 98.0530	28,519.18 101.06	0.2 2.04	564.42
54,293.950	F N M A Gtd R E M I C Pass Thru C M O Ser 2017 M4 Cl A2 12/25/2026 Var 3136AVY52 Standard & Poors Rating: N/A Moody's Rating: N/A	50,204.53 92.4680	52,183.70 96.11	0.3 2.85	1,432.82
10,693.580	G N M A I I Pass Thru Cert Pool #005276 3.000 01/20/2027 36202F2H8 Standard & Poors Rating: N/A Moody's Rating: N/A	10,401.32 97.2670	10,781.97 100.83	0.1 3.08	320.81
12,210.960	G N M A I I Pass Thru Cert Pool #005300 3.000 02/20/2027 36202F3H7 Standard & Poors Rating: N/A Moody's Rating: N/A	11,870.03 97.2080	12,453.86 101.99	0.1 3.09	366.33
25,315.780	F H L M C Multiclass Mtg Partn C M O Ser 4039 Cl Qb 1.500 05/15/2027 3137AQQE1 Standard & Poors Rating: N/A Moody's Rating: N/A	24,073.03 95.0910	25,558.84 100.96	0.2 1.58	379.74





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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
100,061.930	G N M A Partn Cert Pool #779250 3.000 05/15/2027 36176XQB8 Standard & Poors Rating: N/A Moody's Rating: N/A	97,215.17 97.1550	102,501.06 102.44	0.6 3.09	3,001.86
29,836.030	G N M A Gtd R E M I C Pass Thru C M O Ser 2012 96 Cl Ad 1.500 08/20/2027 38378HAU0 Standard & Poors Rating: N/A Moody's Rating: N/A	28,090.03 94.1480	30,100.04 100.88	0.2 1.59	447.54
11,306.700	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 102 Cl Bj 1.500 09/15/2027 3136A8SX9 Standard & Poors Rating: N/A Moody's Rating: N/A	10,636.21 94.0700	11,421.70 101.02	0.1 1.59	169.60
58,458.130	F H L M C Multiclass Mtg Partn C M O Ser 4138 Cl Ha 1.250 12/15/2027 3137AWWM3 Standard & Poors Rating: N/A Moody's Rating: N/A	55,186.23 94.4030	57,190.12 97.83	0.4 1.32	730.73
33,039.470	F H L M C Multiclass Mtg Partn C M O Ser 4328 Cl Ea 2.500 12/15/2027 3137B9RN7 Standard & Poors Rating: N/A Moody's Rating: N/A	32,520.09 98.4280	33,413.71 101.13	0.2 2.54	825.99
46,095.720	G N M A I I Pass Thru Cert Pool #Ma0909 3.000 04/20/2028 36179NAJ7 Standard & Poors Rating: N/A Moody's Rating: N/A	44,614.66 96.7870	45,921.05 99.62	0.3 3.10	1,382.87
29,649.050	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 27 Cl Ka 1.250 04/25/2028 3136ADZA0 Standard & Poors Rating: N/A Moody's Rating: N/A	27,887.90 94.0600	29,852.26 100.69	0.2 1.33	370.61
54,742.690	G N M A I I Partn Cert Pool #Ma1134 3.000 07/20/2028 36179NHK7	52,759.36 96.3770	55,791.74 101.92	0.4 3.11	1,642.28







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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
13,084.760	F N M A Gtd R E M I C Pass Thru C M O Ser 2013 70 Cl Dg 1.750 07/25/2028 3136AEY84 Standard & Poors Rating: N/A Moody's Rating: N/A	12,400.43 94.7700	13,237.67 101.17	0.1 1.85	228.98
15,886.280	G N M A II Partn Cert Pool #Ma1202 2.500 08/20/2028 36179NKP2 Standard & Poors Rating: N/A Moody's Rating: N/A	15,127.55 95.2240	16,294.07 102.57	0.1 2.63	397.16
16,080.310	F H L M C Multiclass Mtg Partn C M O Ser 4305 Cl Ct 2.000 02/15/2029 3137B84S3 Standard & Poors Rating: N/A Moody's Rating: N/A	15,750.66 97.9500	15,879.30 98.75	0.1 2.04	321.61
147,765.690	F N M A Partn Cert Pool #As4860 2.500 05/01/2030 3138WEMJ5 Standard & Poors Rating: N/A Moody's Rating: N/A	137,122.13 92.7970	152,530.22 103.22	0.9 2.69	3,694.14
49,351.520	F H L M C Gold Partn Cert Pool #G18561 3.000 07/01/2030 3128MMTT0 Standard & Poors Rating: N/A Moody's Rating: N/A	46,661.86 94.5500	48,818.06 98.92	0.3 3.17	1,480.55
59,246.950	F H L M C Gold Partn Cert Pool #J32243 3.000 07/01/2030 31307NP40 Standard & Poors Rating: N/A Moody's Rating: N/A	55,925.57 94.3940	62,045.39 104.72	0.4 3.18	1,777.41
143,563.920	F H L M C Gold Partn Cert Pool #G18571 2.500 10/01/2030 3128MMT52 Standard & Poors Rating: N/A Moody's Rating: N/A	133,373.75 92.9020	148,141.04 103.19	0.9 2.69	3,589.10
59,234.080	F H L M C Partn Cert Umbs Pool #Zt1963 3.500 11/01/2030 3132AEFC5 Standard & Poors Rating: N/A Moody's Rating: N/A	56,207.22 94.8900	61,932.87 104.56	0.4 3.69	2,073.19





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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
130,151.640	F N M A Partn Cert Pool #Al7688 3.500 11/01/2030 3138EQRJ3	123,762.50 95.0910	136,299.55 104.72	0.8 3.68	4,555.31
164,044.570	F N M A Partn Cert Umbs Pool #Ma4226 2.000 12/01/2030 31418DVU3 Standard & Poors Rating: N/A Moody's Rating: N/A	147,282.50 89.7820	168,228.06 102.55	1.0 2.23	3,280.89
11,993.140	F H L M C Gold Partn Cert Pool #G18586 2.500 02/01/2031 3128MMUL5 Standard & Poors Rating: N/A Moody's Rating: N/A	11,141.39 92.8980	12,413.45 103.50	0.1 2.69	299.83
45,736.270	F H L M C Partn Cert Mirror Pool #Zs7403 3.000 05/01/2031 3132A8GL7 Standard & Poors Rating: N/A Moody's Rating: N/A	43,303.56 94.6810	47,807.97 104.53	0.3 3.17	1,372.09
25,688.880	F N M A Partn Cert Pool #Al8561 3.500 06/01/2031 3138ETQP4 Standard & Poors Rating: N/A Moody's Rating: N/A	24,441.94 95.1460	27,068.48 105.37	0.2 3.68	899.11
28,978.130	F N M A Partn Cert Pool #Ma2803 2.500 11/01/2031 31418CDH4 Standard & Poors Rating: N/A Moody's Rating: N/A	26,886.78 92.7830	29,984.10 103.47	0.2 2.69	724.45
42,100.490	F N M A Gtd R E M I C Pass Thru C M O Ser 2015 89 Cl Ke 2.000 11/25/2031 3136AQZK9 Standard & Poors Rating: N/A Moody's Rating: N/A	39,394.69 93.5730	42,980.84 102.09	0.3 2.14	842.01
138,560.620	F N M A Partn Cert Umbs Pool #Fm1155 2.500 06/01/2032 3140X4H90 Standard & Poors Rating: N/A Moody's Rating: N/A	128,569.01 92.7890	143,695.77 103.71	0.9 2.69	3,464.02







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**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
19,608.280	F N M A Partn Cert Umbs Pool #Bm3956 3.000 12/01/2032 3140J8ME0 Standard & Poors Rating: N/A Moody's Rating: N/A	18,504.53 94.3710	20,501.34 104.55	0.1 3.18	588.25
30,668.610	F H L M C Partn Cert Pool #Zt1989 3.500 01/01/2033 3132AEF68 Standard & Poors Rating: N/A Moody's Rating: N/A	29,022.01 94.6310	32,566.85 106.19	0.2 3.70	1,073.40
43,855.510	F H L M C Gtd R E M I C Pass Thru Stripped Tr 370 Cl 100 1.000 09/25/2033 3133Q5GZ3 Standard & Poors Rating: N/A Moody's Rating: N/A	40,465.48 92.2700	44,217.04 100.82	0.3 1.08	438.56
62,165.790	F N M A Partn Cert Pool #Fm6017 3.000 02/01/2035 3140X9VK8 Standard & Poors Rating: N/A Moody's Rating: N/A	58,595.61 94.2570	65,428.48 105.25	0.4 3.18	1,864.97
74,922.940	F N M A Partn Cert Pool #Fm3936 2.500 08/01/2035 3140X7LS6 Standard & Poors Rating: N/A Moody's Rating: N/A	69,509.01 92.7740	77,847.17 103.90	0.5 2.69	1,873.07
56,908.700	F N M A Partn Cert Umbs Pool #Ma4112 3.000 08/01/2035 31418DSA1 Standard & Poors Rating: N/A Moody's Rating: N/A	52,907.45 92.9690	59,052.59 103.77	0.4 3.23	1,707.26
374,396.220	F N M A Partn Cert Umbs Pool #Ma4497 2.000 11/01/2036 31418D7K2 Standard & Poors Rating: N/A Moody's Rating: N/A	330,277.37 88.2160	381,553.62 101.91	2.2 2.27	7,487.92
55,016.550	F N M A Gtd R E M I C Pass Thru C M O Ser 2017 83 Cl Vn 3.000 10/25/2037 3136AYEV1 Standard & Poors Rating: N/A Moody's Rating: N/A	54,425.12 98.9250	54,801.64 99.61	0.4 3.03	1,650.50



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September 1, 2022 to September 30, 2022**ASSET DETAIL AS OF 09/30/22 (continued)**

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
18,981.770	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 4 Cl Pd 3.000 01/16/2039 38376T5Z1 Standard & Poors Rating: N/A Moody's Rating: N/A	18,411.75 96.9970	19,497.24 102.72	0.1 3.09	569.45
7,846.080	G N M A Gtd R E M I C Pass Thru C M O Ser 2010 19 Cl Ua 4.000 07/16/2039 38376V2E6 Standard & Poors Rating: N/A Moody's Rating: N/A	7,806.38 99.4940	8,007.23 102.05	0.1 4.02	313.84
3,208.240	G N M A Gtd R E M I C Pass Thru C M O Ser 2011 18 Cl Pg 3.000 08/20/2040 38377QKH9 Standard & Poors Rating: N/A Moody's Rating: N/A	3,166.53 98.7000	3,237.71 100.92	0.0 3.04	96.25
4,695.370	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 47 Cl Ec 1.500 12/20/2040 38378JZD7 Standard & Poors Rating: N/A Moody's Rating: N/A	4,592.96 97.8190	4,636.68 98.75	0.0 1.53	70.43
32,088.680	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 83 Cl Pc 3.000 07/25/2041 3136A7D25 Standard & Poors Rating: N/A Moody's Rating: N/A	31,829.72 99.1930	31,864.55 99.30	0.2 3.02	962.66
18,590.510	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 116 Cl Ma 2.250 12/16/2041 38378VC45 Standard & Poors Rating: N/A Moody's Rating: N/A	17,947.84 96.5430	17,919.51 96.39	0.1 2.33	418.29
47,639.370	G N M A Gtd R E M I C Pass Thru C M O Ser 2013 28 Cl Me 1.750 11/20/2042 38378FWR7 Standard & Poors Rating: N/A Moody's Rating: N/A	43,639.57 91.6040	44,423.71 93.25	0.3 1.91	833.69
12,333.730	F N M A Gtd R E M I C Pass Thru C M O Ser 2012 148 Cl Mc 2.000 11/25/2042 3136ABNZ2 Standard & Poors Rating: N/A Moody's Rating: N/A	11,945.46 96.8520	12,516.55 101.48	0.1 2.06	246.67







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## ASSET DETAIL AS OF 09/30/22 (continued)

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
86,587.500	F H L M C Multiclass Mtg Partn C M O Ser 4165 Cl Te 1.750 12/15/2042 3137AYSH5 Standard & Poors Rating: N/A Moody's Rating: N/A	78,945.29 91.1740	88,140.33 101.79	0.5 1.92	1,515.28
<b>Total US Government Issues</b>		<b>\$14,156,157.34</b>	<b>\$14,796,358.58</b>	<b>93.7</b>	<b>\$175,666.06</b>
<b>Total Assets</b>		<b>\$15,113,266.24</b>	<b>\$15,753,336.98</b>	<b>100.0</b>	<b>\$177,091.15</b>

## ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.

Yield at Market and Estimated Annual Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.





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## TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	<b>Beginning Balance 09/01/2022</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$15,737,023.19</b>
09/01/22	Interest Earned On First Am Govt Ob Fd Cl Y Interest From 8/1/22 To 8/31/22 31846V203	92.43		
09/02/22	Cash Disbursement Transfer To Principal Income Earnings	- 92.43		
09/02/22	Cash Receipt Transfer From Income Income Earnings		92.43	
09/02/22	Purchased 92.43 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/2/22 31846V203		- 92.43	92.43
09/15/22	Interest Earned On F H L M C Mltcl Mtg 3.500% 2/15/26 \$0.00292/Pv On 55,006.98 Pv Due 9/15/22 3137A6YW6	160.44		
09/15/22	Amortized Premium On F H L M C Mltcl Mtg 3.500% 2/15/26 Fed Basis Decreased By 23.88 USD To 55,469.27 USD 9/15/22 Current Year Amortization 3137A6YW6			- 23.88
09/15/22	Paid Down 2,236.32 Par Value Of F H L M C Mltcl Mtg 3.500% 2/15/26 Trade Date 9/15/22 3137A6YW6		2,236.32	- 2,255.11
09/15/22	Amortized Premium On F H L M C Mltcl Mtg 1.500% 5/15/27 Fed Basis Decreased By 9.93 USD To 26,377.85 USD 9/15/22 Current Year Amortization 3137AQQE1			- 9.93
09/15/22	Interest Earned On F H L M C Mltcl Mtg 1.500% 5/15/27 \$0.00125/Pv On 26,127.00 Pv Due 9/15/22 3137AQQE1	32.66		
09/15/22	Paid Down 811.22 Par Value Of F H L M C Mltcl Mtg 1.500% 5/15/27 Trade Date 9/15/22 3137AQQE1		811.22	- 819.01
09/15/22	Amortized Premium On F H L M C Mltcl Mtg 1.250% 12/15/27 Fed Basis Decreased By 3.38 USD To 59,202.09 USD 9/15/22 Current Year Amortization 3137AWWM3			- 3.38





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On F H L M C Mltcl Mtg 1.250% 12/15/27 \$0.00104/Pv On 60,514.72 Pv Due 9/15/22 3137AWWM3	63.04		
09/15/22	Paid Down 2,056.59 Par Value Of F H L M C Mltcl Mtg 1.250% 12/15/27 Trade Date 9/15/22 3137AWWM3		2,056.59	- 2,011.97
09/15/22	Amortized Premium On F H L M C Mltcl Mtg 1.750% 12/15/42 Fed Basis Decreased By 18.69 USD To 89,526.53 USD 9/15/22 Current Year Amortization 3137AYSH5			- 18.69
09/15/22	Interest Earned On F H L M C Mltcl Mtg 1.750% 12/15/42 \$0.00146/Pv On 87,949.28 Pv Due 9/15/22 3137AYSH5	128.26		
09/15/22	Paid Down 1,361.78 Par Value Of F H L M C Mltcl Mtg 1.750% 12/15/42 Trade Date 9/15/22 3137AYSH5		1,361.78	- 1,386.20
09/15/22	Interest Earned On F H L M C Mltcl Mtg 2.000% 11/15/26 \$0.00167/Pv On 30,308.04 Pv Due 9/15/22 3137B6DF5	50.51		
09/15/22	Amortized Premium On F H L M C Mltcl Mtg 2.000% 11/15/26 Fed Basis Decreased By 14.01 USD To 30,628.51 USD 9/15/22 Current Year Amortization 3137B6DF5			- 14.01
09/15/22	Paid Down 2,087.26 Par Value Of F H L M C Mltcl Mtg 2.000% 11/15/26 Trade Date 9/15/22 3137B6DF5		2,087.26	- 2,109.33
09/15/22	Interest Earned On F H L M C Mltcl Mtg 2.000% 2/15/29 \$0.00167/Pv On 17,367.10 Pv Due 9/15/22 3137B84S3	28.95		
09/15/22	Paid Down 1,286.79 Par Value Of F H L M C Mltcl Mtg 2.000% 2/15/29 Trade Date 9/15/22 3137B84S3		1,286.79	- 1,270.71
09/15/22	Amortized Premium On F H L M C Mltcl Mtg 2.500% 12/15/27 Fed Basis Decreased By 14.15 USD To 35,644.99 USD 9/15/22 Current Year Amortization 3137B9RN7			- 14.15







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This statement is for the period from  
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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On F H L M C Mltcl Mtg 2.500% 12/15/27 \$0.00208/Pv On 35,245.76 Pv Due 9/15/22 3137B9RN7	73.43		
09/15/22	Paid Down 2,206.29 Par Value Of F H L M C Mltcl Mtg 2.500% 12/15/27 Trade Date 9/15/22 3137B9RN7		2,206.29	- 2,231.28
09/15/22	Amortized Premium On G N M A #779250 3.000% 5/15/27 Fed Basis Decreased By 102.43 USD To 105,802.78 USD 9/15/22 Current Year Amortization 36176XQB8			- 102.43
09/15/22	Paid Down 3,223.15 Par Value Of G N M A #779250 3.000% 5/15/27 For Record Date Of August Due 9/15/22 August GNMA Due 9/15/22 36176XQB8		3,223.15	- 3,301.72
09/15/22	Interest Earned On G N M A #779250 3.000% 5/15/27 August GNMA Due 9/15/22 36176XQB8	258.21		
09/15/22	Accreted Discount On F H L M C Gd G18561 3.000% 7/01/30 Fed Basis Increased By 14.45 USD To 49,837.21 USD 9/15/22 Market Discount 3128MMTT0			14.45
09/15/22	Paid Down 1,030.28 Par Value Of F H L M C Gd G18561 3.000% 7/01/30 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 3128MMTT0		1,030.28	- 1,019.15
09/15/22	Interest Earned On F H L M C Gd G18561 3.000% 7/01/30 August FHLMC Due 9/15/22 3128MMTT0	125.95		
09/15/22	Amortized Premium On F H L M C Gd G18571 2.500% 10/01/30 Fed Basis Decreased By 118.21 USD To 150,938.35 USD 9/15/22 Current Year Amortization 3128MMT52			- 118.21
09/15/22	Paid Down 2,710.88 Par Value Of F H L M C Gd G18571 2.500% 10/01/30 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 3128MMT52		2,710.88	- 2,797.31





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This statement is for the period from  
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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Interest Earned On F H L M C Gd G18571 2.500% 10/01/30 August FHLMC Due 9/15/22 3128MMT52	304.74		
09/15/22	Amortized Premium On F H L M C Gd G18586 2.500% 2/01/31 Fed Basis Decreased By 10.48 USD To 12,681.92 USD 9/15/22 Current Year Amortization 3128MMUL5			- 10.48
09/15/22	Paid Down 259.38 Par Value Of F H L M C Gd G18586 2.500% 2/01/31 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 3128MMUL5		259.38	- 268.47
09/15/22	Interest Earned On F H L M C Gd G18586 2.500% 2/01/31 August FHLMC Due 9/15/22 3128MMUL5	25.53		
09/15/22	Amortized Premium On F H L M C Gd J32243 3.000% 7/01/30 Fed Basis Decreased By 71.39 USD To 62,804.88 USD 9/15/22 Current Year Amortization 31307NP40			- 71.39
09/15/22	Paid Down 725.23 Par Value Of F H L M C Gd J32243 3.000% 7/01/30 For Record Date Of August Due 9/15/22 August FHLMC Due 9/15/22 31307NP40		725.23	- 759.49
09/15/22	Interest Earned On F H L M C Gd J32243 3.000% 7/01/30 August FHLMC Due 9/15/22 31307NP40	149.93		
09/15/22	Interest Earned On U S Treasury Nt 0.500% 3/15/23 0.0025 USD/\$1 Pv On 1,300,000 Par Value Due 9/15/22 912828ZD5	3,250.00		
09/15/22	Amortized Premium On U S Treasury Nt 0.500% 3/15/23 Fed Basis Decreased By 1,414.23 USD To 1,299,988.12 USD 9/15/22 Current Year Amortization 912828ZD5			- 1,414.23
09/15/22	Cash Disbursement Transfer To Principal Income Earnings	- 4,651.65		
09/15/22	Cash Receipt Transfer From Income Income Earnings		4,651.65	







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Purchased 24,646.82 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/15/22 31846V203		- 24,646.82	24,646.82
09/16/22	Interest Earned On G N M A Gtd Remic 3.000% 1/16/39 \$0.00250/Pv On 19,757.16 Pv Due 9/16/22 38376T5Z1	49.39		
09/16/22	Amortized Premium On G N M A Gtd Remic 3.000% 1/16/39 Fed Basis Decreased By 9.53 USD To 20,293.69 USD 9/16/22 Current Year Amortization 38376T5Z1			- 9.53
09/16/22	Paid Down 775.39 Par Value Of G N M A Gtd Remic 3.000% 1/16/39 Trade Date 9/16/22 38376T5Z1		775.39	- 796.45
09/16/22	Interest Earned On G N M A Gtd Remic 4.000% 7/16/39 \$0.00333/Pv On 8,102.44 Pv Due 9/16/22 38376V2E6	27.01		
09/16/22	Amortized Premium On G N M A Gtd Remic 4.000% 7/16/39 Fed Basis Decreased By 2.86 USD To 8,268.86 USD 9/16/22 Current Year Amortization 38376V2E6			- 2.86
09/16/22	Paid Down 256.36 Par Value Of G N M A Gtd Remic 4.000% 7/16/39 Trade Date 9/16/22 38376V2E6		256.36	- 261.63
09/16/22	Interest Earned On G N M A Gtd Remic 2.250% 12/16/41 \$0.00188/Pv On 19,331.24 Pv Due 9/16/22 38378VC45	36.25		
09/16/22	Paid Down 740.73 Par Value Of G N M A Gtd Remic 2.250% 12/16/41 Trade Date 9/16/22 38378VC45		740.73	- 713.99
09/16/22	Cash Disbursement Transfer To Principal Income Earnings	- 112.65		
09/16/22	Cash Receipt Transfer From Income Income Earnings		112.65	
09/16/22	Purchased 1,885.13 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/16/22 31846V203		- 1,885.13	1,885.13





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Amortized Premium On G N M A II #Ma1202 2.500% 8/20/28 Fed Basis Decreased By 13.74 USD To 16,715.12 USD 9/20/22 Current Year Amortization 36179NKP2			- 13.74
09/20/22	Paid Down 410.51 Par Value Of G N M A II #Ma1202 2.500% 8/20/28 P & I Due 09/20/22 36179NKP2		410.51	- 421.05
09/20/22	Interest Earned On G N M A II #Ma1202 2.500% 8/20/28 P & I Due 09/20/22 36179NKP2	33.95		
09/20/22	Purchased 444.46 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/20/22 31846V203		- 444.46	444.46
09/20/22	Interest Earned On G N M A Gtd Remic 3.000% 8/20/40 \$0.00250/Pv On 3,391.46 Pv Due 9/20/22 38377QKH9	8.48		
09/20/22	Amortized Premium On G N M A Gtd Remic 3.000% 8/20/40 Fed Basis Decreased By 0.53 USD To 3,422.61 USD 9/20/22 Current Year Amortization 38377QKH9			- 0.53
09/20/22	Paid Down 183.22 Par Value Of G N M A Gtd Remic 3.000% 8/20/40 Trade Date 9/20/22 38377QKH9		183.22	- 184.90
09/20/22	Interest Earned On G N M A Gtd Remic 1.750% 11/20/42 \$0.00146/Pv On 47,894.51 Pv Due 9/20/22 38378FWR7	69.85		
09/20/22	Paid Down 255.14 Par Value Of G N M A Gtd Remic 1.750% 11/20/42 Trade Date 9/20/22 38378FWR7		255.14	- 237.92
09/20/22	Amortized Premium On G N M A Gtd Remic 1.500% 8/20/27 Fed Basis Decreased By 10.26 USD To 30,964.43 USD 9/20/22 Current Year Amortization 38378HAU0			- 10.26
09/20/22	Interest Earned On G N M A Gtd Remic 1.500% 8/20/27 \$0.00125/Pv On 30,692.84 Pv Due 9/20/22 38378HAU0	38.37		







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Paid Down 856.81 Par Value Of G N M A Gtd Remic 1.500% 8/20/27 Trade Date 9/20/22 38378HAU0		856.81	- 864.39
09/20/22	Interest Earned On G N M A Gtd Remic 1.500% 12/20/40 \$0.00125/Pv On 4,899.34 Pv Due 9/20/22 38378JZD7	6.12		
09/20/22	Paid Down 203.97 Par Value Of G N M A Gtd Remic 1.500% 12/20/40 Trade Date 9/20/22 38378JZD7		203.97	- 201.42
09/20/22	Amortized Premium On G N M A I I #005276 3.000% 1/20/27 Fed Basis Decreased By 3.95 USD To 11,102.18 USD 9/20/22 Current Year Amortization 36202F2H8			- 3.95
09/20/22	Paid Down 317.59 Par Value Of G N M A I I #005276 3.000% 1/20/27 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36202F2H8		317.59	- 320.21
09/20/22	Interest Earned On G N M A I I #005276 3.000% 1/20/27 August GNMA Due 9/20/22 36202F2H8	27.53		
09/20/22	Amortized Premium On G N M A I I #Ma0909 3.000% 4/20/28 Fed Basis Decreased By 7.81 USD To 47,510.30 USD 9/20/22 Current Year Amortization 36179NAJ7			- 7.81
09/20/22	Accreted Discount On G N M A I I #Ma0909 3.000% 4/20/28 Fed Basis Increased By 14.75 USD To 47,249.84 USD 9/20/22 Market Discount 36179NAJ7			14.75
09/20/22	Paid Down 1,610.1 Par Value Of G N M A I I #Ma0909 3.000% 4/20/28 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179NAJ7		1,610.10	- 1,604.00
09/20/22	Interest Earned On G N M A I I #Ma0909 3.000% 4/20/28 August GNMA Due 9/20/22 36179NAJ7	119.27		





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/20/22	Amortized Premium On G N M A I I #005300 3.000% 2/20/27 Fed Basis Decreased By 10.70 USD To 12,860.34 USD 9/20/22 Current Year Amortization 36202F3H7			- 10.70
09/20/22	Paid Down 398.55 Par Value Of G N M A I I #005300 3.000% 2/20/27 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36202F3H7		398.55	- 406.48
09/20/22	Interest Earned On G N M A I I #005300 3.000% 2/20/27 August GNMA Due 9/20/22 36202F3H7	31.52		
09/20/22	Amortized Premium On G N M A I I #Ma1134 3.000% 7/20/28 Fed Basis Decreased By 36.41 USD To 57,407.15 USD 9/20/22 Current Year Amortization 36179NHK7			- 36.41
09/20/22	Paid Down 1,585.04 Par Value Of G N M A I I #Ma1134 3.000% 7/20/28 For Record Date Of August Due 9/20/22 August GNMA Due 9/20/22 36179NHK7		1,585.04	- 1,615.41
09/20/22	Interest Earned On G N M A I I #Ma1134 3.000% 7/20/28 August GNMA Due 9/20/22 36179NHK7	140.82		
09/20/22	Cash Disbursement Transfer To Principal Income Earnings	- 441.96		
09/20/22	Cash Receipt Transfer From Income Income Earnings		441.96	
09/20/22	Purchased 5,852.38 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/20/22 31846V203		- 5,852.38	5,852.38
09/21/22	Cash Disbursement Transfer To Principal Income Earnings	- 33.95		
09/21/22	Cash Receipt Transfer From Income Income Earnings		33.95	







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Amortized Premium On F H L M C #Zs7403 3.000% 5/01/31 Fed Basis Decreased By 51.95 USD To 48,878.51 USD 9/25/22 Current Year Amortization 3132A8GL7			- 51.95
09/26/22	Paid Down 1,024.15 Par Value Of F H L M C #Zs7403 3.000% 5/01/31 P & I Due 09/25/22 3132A8GL7		1,024.15	- 1,070.54
09/26/22	Interest Earned On F H L M C #Zs7403 3.000% 5/01/31 P & I Due 09/25/22 3132A8GL7	116.90		
09/26/22	Accreted Discount On F N M A #An1613 2.550% 7/01/26 Fed Basis Increased By 75.32 USD To 150,504.23 USD 9/26/22 Market Discount 3138LDYK3			75.32
09/26/22	Paid Down 315.66 Par Value Of F N M A #An1613 2.550% 7/01/26 P & I Due 09/25/22 3138LDYK3		315.66	- 308.80
09/26/22	Interest Earned On F N M A #An1613 2.550% 7/01/26 P & I Due 09/25/22 3138LDYK3	337.82		
09/26/22	Interest Earned On F N M A #BI1359 3.460% 1/01/26 Int Due 9/25/22 3140HSQM6	446.92		
09/26/22	Amortized Premium On F N M A #BI1359 3.460% 1/01/26 Fed Basis Decreased By 28.69 USD To 151,104.92 USD 9/25/22 Current Year Amortization 3140HSQM6			- 28.69
09/26/22	Interest Earned On F N M A Gtd Remic 2.183% 11/25/22 \$0.00182/Pv On 11,449.56 Pv Due 9/25/22 3136A96F0	20.84		
09/26/22	Paid Down 6,361.7 Par Value Of F N M A Gtd Remic 2.183% 11/25/22 Trade Date 9/25/22 3136A96F0		6,361.70	- 6,166.13
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.320% 2/25/23 \$0.00277/Pv On 50,447.47 Pv Due 9/25/22 3137B36J2	139.57		





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Amortized Premium On F H L M C Mltcl Mt 3.320% 2/25/23 Fed Basis Decreased By 57.07 USD To 50,588.32 USD 9/25/22 Current Year Amortization 3137B36J2			- 57.07
09/26/22	Paid Down 1,100.83 Par Value Of F H L M C Mltcl Mt 3.320% 2/25/23 Trade Date 9/25/22 3137B36J2		1,100.83	- 1,103.90
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.682% 10/25/22 Fed Basis Decreased By 33.00 USD To 55,588.86 USD 9/26/22 Current Year Amortization 3137AYCE9			- 33.00
09/26/22	Paid Down 55,558.96 Par Value Of F H L M C Mltcl Mtg 2.682% 10/25/22 Cmo Final Paydown 3137AYCE9		55,558.96	- 55,588.86
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.522% 1/25/23 \$0.00210/Pv On 40,835.62 Pv Due 9/25/22 3137B1U75	85.82		
09/26/22	Paid Down 17,235.14 Par Value Of F H L M C Mltcl Mt 2.522% 1/25/23 Trade Date 9/25/22 3137B1U75		17,235.14	- 16,942.96
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.778% 9/25/22 \$0.00232/Pv On 1,618.97 Pv Due 9/25/22 3137B3NW4	3.75		
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.490% 1/25/24 \$0.00291/Pv On 209,000.00 Pv Due 9/25/22 3137B7YY9	607.84		
09/26/22	Amortized Premium On F H L M C Mltcl Mt 3.490% 1/25/24 Fed Basis Decreased By 485.12 USD To 216,621.13 USD 9/25/22 Current Year Amortization 3137B7YY9			- 485.12
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.303% 7/25/24 \$0.00275/Pv On 175,000.00 Pv Due 9/25/22 3137BDCW4	481.69		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 3.303% 7/25/24 Fed Basis Decreased By 372.90 USD To 183,047.45 USD 9/25/22 Current Year Amortization 3137BDCW4			- 372.90







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.720% 8/25/24 \$0.00227/Pv On 24,985.98 Pv Due 9/25/22 3137BFE80	56.63		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.720% 8/25/24 Fed Basis Decreased By 22.88 USD To 25,502.61 USD 9/25/22 Current Year Amortization 3137BFE80			- 22.88
09/26/22	Paid Down 1,707.38 Par Value Of F H L M C Mltcl Mtg 2.720% 8/25/24 Trade Date 9/25/22 3137BFE80		1,707.38	- 1,742.68
09/26/22	Interest Earned On F H L M C Mltcl Mt 2.76996% 5/25/25 \$0.00231/Pv On 150,000.00 Pv Due 9/25/22 3137BJQ71	346.25		
09/26/22	Amortized Premium On F H L M C Mltcl Mt 2.76996% 5/25/25 Fed Basis Decreased By 241.15 USD To 157,569.02 USD 9/25/22 Current Year Amortization 3137BJQ71			- 241.15
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.329% 5/25/25 \$0.00277/Pv On 35,000.00 Pv Due 9/25/22 3137BKRJ1	97.10		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 2.802% 1/25/25 Fed Basis Decreased By 152.08 USD To 143,139.04 USD 9/25/22 Current Year Amortization 3137BLW87			- 152.08
09/26/22	Interest Earned On F H L M C Mltcl Mtg 2.802% 1/25/25 \$0.00234/Pv On 138,954.34 Pv Due 9/25/22 3137BLW87	324.46		
09/26/22	Paid Down 4,068.28 Par Value Of F H L M C Mltcl Mtg 2.802% 1/25/25 Trade Date 9/25/22 3137BLW87		4,068.28	- 4,190.79
09/26/22	Interest Earned On F H L M C Mltcl Mt 3.15096% 11/25/25 \$0.00263/Pv On 125,000.00 Pv Due 9/25/22 3137BMTX4	328.23		
09/26/22	Interest Earned On F H L M C Mltcl Mtg 0.7404% 1/25/26 \$0.00243/Pv On 175,000.00 Pv Due 9/25/22 3137F4CZ3	425.83		





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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F H L M C Mltcl Mtg 3.600% 2/25/25 \$0.00300/Pv On 149,062.60 Pv Due 9/25/22 3137F4WZ1	447.19		
09/26/22	Amortized Premium On F H L M C Mltcl Mtg 3.600% 2/25/25 Fed Basis Decreased By 31.88 USD To 149,971.55 USD 9/25/22 Current Year Amortization 3137F4WZ1			- 31.88
09/26/22	Paid Down 202.47 Par Value Of F H L M C Mltcl Mtg 3.600% 2/25/25 Trade Date 9/25/22 3137F4WZ1		202.47	- 203.70
09/26/22	Purchased 93,460.38 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/26/22 31846V203		- 93,460.38	93,460.38
09/26/22	Interest Earned On F N M A Gtd Remic 1.500% 9/25/27 \$0.00125/Pv On 11,682.27 Pv Due 9/25/22 3136A8SX9	14.60		
09/26/22	Amortized Premium On F N M A Gtd Remic 1.500% 9/25/27 Fed Basis Decreased By 4.38 USD To 11,801.09 USD 9/25/22 Current Year Amortization 3136A8SX9			- 4.38
09/26/22	Paid Down 375.57 Par Value Of F N M A Gtd Remic 1.500% 9/25/27 Trade Date 9/25/22 3136A8SX9		375.57	- 379.39
09/26/22	Interest Earned On F N M A Gtd Remic 2.000% 11/25/42 \$0.00167/Pv On 12,563.52 Pv Due 9/25/22 3136ABNZ2	20.94		
09/26/22	Amortized Premium On F N M A Gtd Remic 2.000% 11/25/42 Fed Basis Decreased By 2.18 USD To 12,749.75 USD 9/25/22 Current Year Amortization 3136ABNZ2			- 2.18
09/26/22	Paid Down 229.79 Par Value Of F N M A Gtd Remic 2.000% 11/25/42 Trade Date 9/25/22 3136ABNZ2		229.79	- 233.20
09/26/22	Interest Earned On F N M A Gtd Remic 2.672% 3/25/23 \$0.00223/Pv On 12,301.54 Pv Due 9/25/22 3136AC7J4	27.39		







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### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 514.85 Par Value Of F N M A Gtd Remic 2.672% 3/25/23 Trade Date 9/25/22 3136AC7J4		514.85	- 506.38
09/26/22	Amortized Premium On F N M A Gtd Remic 1.250% 4/25/28 Fed Basis Decreased By 6.98 USD To 30,522.47 USD 9/25/22 Current Year Amortization 3136ADZA0			- 6.98
09/26/22	Interest Earned On F N M A Gtd Remic 1.250% 4/25/28 \$0.00104/Pv On 30,314.70 Pv Due 9/25/22 3136ADZA0	31.57		
09/26/22	Paid Down 665.65 Par Value Of F N M A Gtd Remic 1.250% 4/25/28 Trade Date 9/25/22 3136ADZA0		665.65	- 670.21
09/26/22	Interest Earned On F N M A Gtd Remic 1.750% 7/25/28 \$0.00146/Pv On 13,389.66 Pv Due 9/25/22 3136AEY84	19.53		
09/26/22	Amortized Premium On F N M A Gtd Remic 1.750% 7/25/28 Fed Basis Decreased By 5.04 USD To 13,546.13 USD 9/25/22 Current Year Amortization 3136AEY84			- 5.04
09/26/22	Paid Down 304.9 Par Value Of F N M A Gtd Remic 1.750% 7/25/28 Trade Date 9/25/22 3136AEY84		304.90	- 308.46
09/26/22	Interest Earned On F N M A Gtd Remic 2.000% 11/25/31 \$0.00167/Pv On 43,592.35 Pv Due 9/25/22 3136AQZK9	72.65		
09/26/22	Amortized Premium On F N M A Gtd Remic 2.000% 11/25/31 Fed Basis Decreased By 20.37 USD To 44,503.90 USD 9/25/22 Current Year Amortization 3136AQZK9			- 20.37
09/26/22	Paid Down 1,491.86 Par Value Of F N M A Gtd Remic 2.000% 11/25/31 Trade Date 9/25/22 3136AQZK9		1,491.86	- 1,523.06
09/26/22	Interest Earned On F N M A Gtd Remic 2.639% 12/25/26 \$0.00220/Pv On 54,352.58 Pv Due 9/25/22 3136AVY52	119.57		





ACCOUNT NUMBER: 240907020  
RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION, TOLL REVENUE BONDS  
2017 SENIOR LIEN TIFIA SERIES  
(I-15 EXPRESS LANES PROJECT)  
RAMP UP ACCOUNT

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 58.63 Par Value Of F N M A Gtd Remic 2.639% 12/25/26 Trade Date 9/25/22 3136AVY52		58.63	- 56.35
09/26/22	Interest Earned On F N M A Gtd Remic 3.000% 10/25/37 \$0.00250/Pv On 57,473.89 Pv Due 9/25/22 3136AYEV1	143.68		
09/26/22	Paid Down 2,457.34 Par Value Of F N M A Gtd Remic 3.000% 10/25/37 Trade Date 9/25/22 3136AYEV1		2,457.34	- 2,447.74
09/26/22	Interest Earned On F N M A Gtd Remic 5.500% 4/25/23 \$0.00458/Pv On 21,066.16 Pv Due 9/25/22 31392J6N4	96.55		
09/26/22	Amortized Premium On F N M A Gtd Remic 5.500% 4/25/23 Fed Basis Decreased By 3.44 USD To 21,079.72 USD 9/25/22 Current Year Amortization 31392J6N4			- 3.44
09/26/22	Paid Down 4,288.4 Par Value Of F N M A Gtd Remic 5.500% 4/25/23 Trade Date 9/25/22 31392J6N4		4,288.40	- 4,291.16
09/26/22	Interest Earned On F H L M C Gtd Remic 1.000% 9/25/33 \$0.00083/Pv On 44,918.72 Pv Due 9/25/22 3133Q5GZ3	37.43		
09/26/22	Amortized Premium On F H L M C Gtd Remic 1.000% 9/25/33 Fed Basis Decreased By 10.79 USD To 45,289.01 USD 9/25/22 Current Year Amortization 3133Q5GZ3			- 10.79
09/26/22	Paid Down 1,063.21 Par Value Of F H L M C Gtd Remic 1.000% 9/25/33 Trade Date 9/25/22 3133Q5GZ3		1,063.21	- 1,071.97
09/26/22	Amortized Premium On F H L M C #Zt1963 3.500% 11/01/30 Fed Basis Decreased By 74.49 USD To 63,468.57 USD 9/25/22 Current Year Amortization 3132AEFC5			- 74.49
09/26/22	Paid Down 1,468.78 Par Value Of F H L M C #Zt1963 3.500% 11/01/30 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132AEFC5		1,468.78	- 1,535.70







**ACCOUNT NUMBER: 240907020**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
**(I-15 EXPRESS LANES PROJECT)**  
**RAMP UP ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F H L M C #Zt1963 3.500% 11/01/30 August FHLMC Due 9/25/22 3132AEFC5	177.05		
09/26/22	Amortized Premium On F H L M C #Zt1989 3.500% 1/01/33 Fed Basis Decreased By 44.21 USD To 33,273.96 USD 9/25/22 Current Year Amortization 3132AEF68			- 44.21
09/26/22	Paid Down 665.89 Par Value Of F H L M C #Zt1989 3.500% 1/01/33 For Record Date Of August Due 9/25/22 August FHLMC Due 9/25/22 3132AEF68		665.89	- 707.11
09/26/22	Interest Earned On F H L M C #Zt1989 3.500% 1/01/33 August FHLMC Due 9/25/22 3132AEF68	91.39		
09/26/22	Accreted Discount On F N M A #Bm1757 2.413% 4/01/23 Fed Basis Increased By 0.89 USD To 30,438.71 USD 9/26/22 Market Discount 3140J55T2			0.89
09/26/22	Paid Down 8,309.21 Par Value Of F N M A #Bm1757 2.413% 4/01/23 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140J55T2		8,309.21	- 8,307.74
09/26/22	Interest Earned On F N M A #Bm1757 2.413% 4/01/23 August FNMA Due 9/25/22 3140J55T2	63.26		
09/26/22	Amortized Premium On F N M A #Al8561 3.500% 6/01/31 Fed Basis Decreased By 36.20 USD To 27,749.39 USD 9/25/22 Current Year Amortization 3138ETQP4			- 36.20
09/26/22	Paid Down 646.21 Par Value Of F N M A #Al8561 3.500% 6/01/31 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138ETQP4		646.21	- 680.91
09/26/22	Interest Earned On F N M A #Al8561 3.500% 6/01/31 August FNMA Due 9/25/22 3138ETQP4	76.81		





**ACCOUNT NUMBER: 240907020**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
**(I-15 EXPRESS LANES PROJECT)**  
**RAMP UP ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Amortized Premium On F N M A #Ma2803 2.500% 11/01/31 Fed Basis Decreased By 23.55 USD To 30,568.53 USD 9/25/22 Current Year Amortization 31418CDH4			- 23.55
09/26/22	Paid Down 564.82 Par Value Of F N M A #Ma2803 2.500% 11/01/31 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418CDH4		564.82	- 584.43
09/26/22	Interest Earned On F N M A #Ma2803 2.500% 11/01/31 August FNMA Due 9/25/22 31418CDH4	61.55		
09/26/22	Amortized Premium On F N M A #As4860 2.500% 5/01/30 Fed Basis Decreased By 129.08 USD To 156,231.61 USD 9/25/22 Current Year Amortization 3138WEMJ5			- 129.08
09/26/22	Paid Down 3,585.77 Par Value Of F N M A #As4860 2.500% 5/01/30 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138WEMJ5		3,585.77	- 3,701.39
09/26/22	Interest Earned On F N M A #As4860 2.500% 5/01/30 August FNMA Due 9/25/22 3138WEMJ5	315.32		
09/26/22	Amortized Premium On F N M A #AI7688 3.500% 11/01/30 Fed Basis Decreased By 169.97 USD To 139,911.06 USD 9/25/22 Current Year Amortization 3138EQRJ3			- 169.97
09/26/22	Paid Down 3,448.61 Par Value Of F N M A #AI7688 3.500% 11/01/30 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3138EQRJ3		3,448.61	- 3,611.51
09/26/22	Interest Earned On F N M A #AI7688 3.500% 11/01/30 August FNMA Due 9/25/22 3138EQRJ3	389.67		
09/26/22	Amortized Premium On F N M A #Bm3956 3.000% 12/01/32 Fed Basis Decreased By 19.60 USD To 20,888.35 USD 9/25/22 Current Year Amortization 3140J8ME0			- 19.60







ACCOUNT NUMBER: 240907020  
RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION, TOLL REVENUE BONDS  
2017 SENIOR LIEN TIFIA SERIES  
(I-15 EXPRESS LANES PROJECT)  
RAMP UP ACCOUNT

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Paid Down 370.15 Par Value Of F N M A #Bm3956 3.000% 12/01/32 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140J8ME0		370.15	- 387.01
09/26/22	Interest Earned On F N M A #Bm3956 3.000% 12/01/32 August FNMA Due 9/25/22 3140J8ME0	49.95		
09/26/22	Amortized Premium On F N M A #Fm1155 2.500% 6/01/32 Fed Basis Decreased By 114.57 USD To 146,430.88 USD 9/25/22 Current Year Amortization 3140X4H90			- 114.57
09/26/22	Paid Down 2,637.36 Par Value Of F N M A #Fm1155 2.500% 6/01/32 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140X4H90		2,637.36	- 2,735.11
09/26/22	Interest Earned On F N M A #Fm1155 2.500% 6/01/32 August FNMA Due 9/25/22 3140X4H90	294.16		
09/26/22	Amortized Premium On F N M A #Ma4112 3.000% 8/01/35 Fed Basis Decreased By 48.43 USD To 60,068.38 USD 9/25/22 Current Year Amortization 31418DSA1			- 48.43
09/26/22	Paid Down 978.91 Par Value Of F N M A #Ma4112 3.000% 8/01/35 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DSA1		978.91	- 1,015.79
09/26/22	Interest Earned On F N M A #Ma4112 3.000% 8/01/35 August FNMA Due 9/25/22 31418DSA1	144.72		
09/26/22	Amortized Premium On F N M A #Fm3936 2.500% 8/01/35 Fed Basis Decreased By 53.22 USD To 79,566.46 USD 9/25/22 Current Year Amortization 3140X7LS6			- 53.22
09/26/22	Paid Down 1,654.71 Par Value Of F N M A #Fm3936 2.500% 8/01/35 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140X7LS6		1,654.71	- 1,719.29





**ACCOUNT NUMBER: 240907020**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
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**RAMP UP ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Interest Earned On F N M A #Fm3936 2.500% 8/01/35 August FNMA Due 9/25/22 3140X7LS6	159.54		
09/26/22	Amortized Premium On F N M A #Ma4226 2.000% 12/01/30 Fed Basis Decreased By 103.68 USD To 170,807.46 USD 9/25/22 Current Year Amortization 31418DVU3			- 103.68
09/26/22	Paid Down 2,515.26 Par Value Of F N M A #Ma4226 2.000% 12/01/30 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418DVU3		2,515.26	- 2,579.40
09/26/22	Interest Earned On F N M A #Ma4226 2.000% 12/01/30 August FNMA Due 9/25/22 31418DVU3	277.60		
09/26/22	Amortized Premium On F N M A #Fm6017 3.000% 2/01/35 Fed Basis Decreased By 62.64 USD To 66,538.73 USD 9/25/22 Current Year Amortization 3140X9VK8			- 62.64
09/26/22	Paid Down 1,054.89 Par Value Of F N M A #Fm6017 3.000% 2/01/35 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 3140X9VK8		1,054.89	- 1,110.25
09/26/22	Interest Earned On F N M A #Fm6017 3.000% 2/01/35 August FNMA Due 9/25/22 3140X9VK8	158.05		
09/26/22	Amortized Premium On F N M A #Ma4497 2.000% 11/01/36 Fed Basis Decreased By 114.29 USD To 385,209.35 USD 9/25/22 Current Year Amortization 31418D7K2			- 114.29
09/26/22	Paid Down 3,587.15 Par Value Of F N M A #Ma4497 2.000% 11/01/36 For Record Date Of August Due 9/25/22 August FNMA Due 9/25/22 31418D7K2		3,587.15	- 3,655.73
09/26/22	Interest Earned On F N M A #Ma4497 2.000% 11/01/36 August FNMA Due 9/25/22 31418D7K2	629.97		







**ACCOUNT NUMBER: 240907020**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
**(I-15 EXPRESS LANES PROJECT)**  
**RAMP UP ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Purchased 25,737.93 Par Value Of F N M A Gtd Remic 3.000% 7/25/41 Trade Date 9/21/22 Purchased Through Stonex Financial Inc./Bd Rates Swift External Ref#: 00614900005580A 25,737.93 Par Value At 98.79688638 % 3136A7D25		- 25,428.27	25,428.27
09/26/22	Paid Accrued Interest On Purchase Of F N M A Gtd Remic 3.000% 7/25/41 Income Debit 53.62- USD 3136A7D25	- 53.62		
09/26/22	Cash Disbursement Transfer To Principal Income Earnings	- 3,435.21		
09/26/22	Cash Receipt Transfer From Income Income Earnings		3,435.21	
09/26/22	Purchased 20,944.86 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/26/22 31846V203		- 20,944.86	20,944.86
09/27/22	Amortized Premium On F N M A Gtd Remic 3.000% 7/25/41 Fed Basis Decreased By 0.89 USD To 33,877.49 USD 9/25/22 Current Year Amortization 3136A7D25			- 0.89
09/27/22	Interest Earned On F N M A Gtd Remic 3.000% 7/25/41 \$0.00250/Pv On 34,115.78 Pv Due 9/25/22 3136A7D25	20.94		
09/27/22	Paid Down 2,027.1 Par Value Of F N M A Gtd Remic 3.000% 7/25/41 Trade Date 9/25/22 3136A7D25		2,027.10	- 2,012.94
09/27/22	Interest Earned On F H L M C Mltcl Mtg 2.682% 10/25/22 0.002235 USD/\$1 Pv On 55,558.96 Par Value Due 9/25/22 3137AYCE9	124.17		
09/27/22	Purchased 3,775.3 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/27/22 31846V203		- 3,775.30	3,775.30
09/27/22	Cash Disbursement Transfer To Principal Income Earnings	- 4,266.84		
09/27/22	Cash Receipt Transfer From Income Income Earnings		4,266.84	





ACCOUNT NUMBER: 240907020  
RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION, TOLL REVENUE BONDS  
2017 SENIOR LIEN TIFIA SERIES  
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RAMP UP ACCOUNT

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/27/22	Sold 1,618.97 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/27/22 31846V203		1,618.97	- 1,618.97
09/28/22	Matured 1,618.97 Par Value Of F H L M C Mltcl Mtg 2.778% 9/25/22 Trade Date 9/25/22 Matured Through Direct From Issuer 9/25/2022 Maturity Proceeds 3137B3NW4		1,618.97	- 1,605.06
09/28/22	Purchased 1,618.97 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/28/22 31846V203		- 1,618.97	1,618.97
09/28/22	Cash Disbursement Transfer To Principal Income Earnings	- 129.23		
09/28/22	Cash Receipt Transfer From Income Income Earnings		129.23	
09/28/22	Sold 1,618.97 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/28/22 31846V203		1,618.97	- 1,618.97
09/30/22	Sold 899,122.5 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/30/22 31846V203		899,122.50	- 899,122.50
09/30/22	Amortized Premium On U S Treasury Nt 1.750% 9/30/22 Fed Basis Decreased By 1,136.89 USD To 725,000.00 USD 9/30/22 Current Year Amortization 912828L57			- 1,136.89
09/30/22	Matured 725,000 Par Value Of U S Treasury Nt 1.750% 9/30/22 Trade Date 9/30/22 725,000 Par Value At 100 % 912828L57		725,000.00	- 725,000.00
09/30/22	Interest Earned On U S Treasury Nt 0.500% 3/31/25 0.0025 USD/\$1 Pv On 1,250,000 Par Value Due 9/30/22 912828ZF0	3,125.00		
09/30/22	Interest Earned On U S Treasury Nt 1.750% 9/30/22 0.00875 USD/\$1 Pv On 725,000 Par Value Due 9/30/22 912828L57	6,343.75		
09/30/22	Cash Disbursement Transfer To Principal Income Earnings	- 9,468.75		







**ACCOUNT NUMBER: 240907020**  
**RIVERSIDE COUNTY TRANSPORTATION**  
**COMMISSION, TOLL REVENUE BONDS**  
**2017 SENIOR LIEN TIFIA SERIES**  
**(I-15 EXPRESS LANES PROJECT)**  
**RAMP UP ACCOUNT**

This statement is for the period from  
September 1, 2022 to September 30, 2022

### TRANSACTION DETAIL (continued)

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
09/30/22	Cash Receipt Transfer From Income Income Earnings		9,468.75	
09/30/22	Purchased 734,468.75 Units Of First Am Govt Ob Fd Cl Y Trade Date 9/30/22 31846V203		- 734,468.75	734,468.75
09/30/22	Purchased 900,000 Par Value Of F H L B Disc Nts 10/13/22 Trade Date 9/30/22 Purchased Through Bny Capital Markets, Inc. Swift External Ref#: 00614900005630A 900,000 Par Value At 99.9025 % 313385K47		- 899,122.50	899,122.50
<b>Ending Balance 09/30/2022</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,753,336.98</b>





RIVERSIDE COUNTY TRANS COMM  
ACCOUNT NUMBER: 001050990415

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September 1, 2022 to September 30, 2022

### ASSET DETAIL

#### Security Description

Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
<b>Cash &amp; Equivalents</b>							
<b>Cash/Money Market</b>							
First American Government - 31846V203 Oblig Fd Cl Y #3763							
163,016.540	1.0000	163,016.54	163,016.54	0.00	0.3	4,015.13	2.46
<b>Total Cash/Money Market</b>		<b>\$163,016.54</b>	<b>\$163,016.54</b>	<b>\$0.00</b>	<b>0.3</b>	<b>\$4,015.13</b>	
<b>Cash</b>							
Principal Cash		-5,711,108.29	-5,711,108.29		-10.7		
Income Cash		5,711,108.29	5,711,108.29		10.7		
<b>Total Cash</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	
<b>Total Cash &amp; Equivalents</b>		<b>\$163,016.54</b>	<b>\$163,016.54</b>	<b>\$0.00</b>	<b>0.3</b>	<b>\$4,015.13</b>	

#### Taxable Bonds

##### US Government Issues

F H L M C Multiclass Mtg Partn - 3137B1U75  
C M O Ser K S01 Cl A2  
2.522 01/25/2023

31,467.340	99.6560	31,359.09	31,481.90	-122.81	0.1	793.61	2.53
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U S Treasury Note - 91282CBG5  
0.125 01/31/2023

845,000.000	98.8420	835,214.90	845,002.45	-9,787.55	1.6	1,056.25	0.13
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RIVERSIDE COUNTY TRANS COMM  
ACCOUNT NUMBER: 001050990415

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September 1, 2022 to September 30, 2022

**ASSET DETAIL (continued)**

**Security Description**

	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
F H L M C Multiclass Mtg Partn - 3137B36J2 C M O Ser K029 Cl A2 3.320 02/25/2023	446,913.030	99.6360	445,286.27	449,319.04	-4,032.77	0.8	14,837.51	3.33
U S Treasury Note - 91282CBU4 0.125 03/31/2023	3,600,000.000	98.1640	3,533,904.00	3,598,213.29	-64,309.29	6.6	4,500.00	0.13
F H L M C Multiclass Mtg Partn - 3137B4GY6 C M O Ser K032 Cl A2 05/25/2023 Var	510,000.000	99.2010	505,925.10	519,582.76	-13,657.66	0.9	16,881.00	3.34
F H L M C Multiclass Mtg Partn - 3137B4WB8 C M O Ser K033 Cl A2 3.060 07/25/2023	490,000.000	98.9560	484,884.40	495,935.33	-11,050.93	0.9	14,994.00	3.09
U S Treasury Note - 91282CCU3 0.125 08/31/2023	10,000.000	96.2930	9,629.30	9,974.61	-345.31	0.0	12.50	0.13
U S Treasury Note - 91282CBA8 0.125 12/15/2023	5,640,000.000	95.1560	5,366,798.40	5,624,501.37	-257,702.97	10.0	7,050.00	0.13
U S Treasury Note - 91282CBE0 0.125 01/15/2024	4,775,000.000	94.7850	4,525,983.75	4,767,166.02	-241,182.27	8.5	5,968.75	0.13
U S Treasury Note - 91282CDV0 0.875 01/31/2024	1,425,000.000	95.5350	1,361,373.75	1,416,526.56	-55,152.81	2.5	12,468.75	0.92
U S Treasury Note - 91282CEA5 1.500 02/29/2024	550,000.000	96.1640	528,902.00	548,173.83	-19,271.83	1.0	8,250.00	1.56
U S Treasury Note - 91282CEG2 2.250 03/31/2024	870,000.000	97.0000	843,900.00	868,776.56	-24,876.56	1.6	19,575.00	2.32





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**ASSET DETAIL (continued)**

**Security Description**

	<b>Shares/Face Amt</b>	<b>Price</b>	<b>Market Value</b>	<b>Tax Cost</b>	<b>Unrealized Gain/Loss</b>	<b>Percent of Total Portfolio</b>	<b>Estimated Annual Income</b>	<b>Estimated Current Yield</b>
U S Treasury Note - 91282CCC3 0.250 05/15/2024	980,000.000	93.6800	918,064.00	978,698.44	-60,634.44	1.7	2,450.00	0.27
U S Treasury Note - 91282CCG4 0.250 06/15/2024	280,000.000	93.4020	261,525.60	278,359.38	-16,833.78	0.5	700.00	0.27
F N M A Gtd R E M I C Pass Thru - 3136AKQM8 C M O Ser 2014 M8 CI A2 3.056 06/25/2024	203,572.680	97.0190	197,504.18	210,250.75	-12,746.57	0.4	6,221.18	3.15
Federal Home Loan Bks - 3130ASME6 3.000 07/08/2024	730,000.000	97.7720	713,735.60	728,583.80	-14,848.20	1.3	21,900.00	3.07
U S Treasury Note - 91282CCL3 0.375 07/15/2024	3,855,000.000	93.3710	3,599,452.05	3,854,743.10	-255,291.05	6.7	14,456.25	0.40
F H L M C Multiclass Mtg Partn - 3137FYUR5 C M O Ser Q 015 CI A 08/26/2024 Var	130,252.470	99.6510	129,797.89	130,252.47	-454.58	0.2	2,702.11	2.08
U S Treasury Note - 91282CFG1 3.250 08/31/2024	730,000.000	98.1950	716,823.50	728,025.39	-11,201.89	1.3	23,725.00	3.31
U S Treasury Note - 91282CCX7 0.375 09/15/2024	985,000.000	92.7700	913,784.50	979,985.93	-66,201.43	1.7	3,693.75	0.40
U S Treasury Note - 91282CDB4 0.625 10/15/2024	1,115,000.000	92.9610	1,036,515.15	1,110,949.41	-74,434.26	1.9	6,968.75	0.67
U S Treasury Note - 91282CDH1 0.750 11/15/2024	620,000.000	92.9220	576,116.40	619,418.75	-43,302.35	1.1	4,650.00	0.81





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**ASSET DETAIL (continued)**

**Security Description**

	<b>Shares/Face Amt</b>	<b>Price</b>	<b>Market Value</b>	<b>Tax Cost</b>	<b>Unrealized Gain/Loss</b>	<b>Percent of Total Portfolio</b>	<b>Estimated Annual Income</b>	<b>Estimated Current Yield</b>
F H L M C M T N - 3134GXDZ4 0.450 11/25/2024	300,000.000	91.6870	275,061.00	300,000.00	-24,939.00	0.5	1,350.00	0.49
U S Treasury Note - 91282CDN8 1.000 12/15/2024	610,000.000	93.1840	568,422.40	610,727.53	-42,305.13	1.1	6,100.00	1.07
F H L M C M T N - 3134GXS88 4.000 02/28/2025	340,000.000	98.8650	336,141.00	340,000.00	-3,859.00	0.6	13,600.00	4.05
U S Treasury Note - 91282CEQ0 2.750 05/15/2025	1,765,000.000	96.2310	1,698,477.15	1,764,547.46	-66,070.31	3.2	48,537.50	2.86
U S Treasury Note - 91282CEU1 2.875 06/15/2025	475,000.000	96.4410	458,094.75	473,181.64	-15,086.89	0.9	13,656.25	2.98
U S Treasury Note - 91282CEY3 3.000 07/15/2025	2,195,000.000	96.6560	2,121,599.20	2,207,432.62	-85,833.42	4.0	65,850.00	3.10
U S Treasury Note - 91282CFE6 3.125 08/15/2025	2,165,000.000	96.9300	2,098,534.50	2,143,717.97	-45,183.47	3.9	67,656.25	3.22
Federal Home Loan Bks M T N - 3134GXS47 4.200 08/28/2025	340,000.000	98.8770	336,181.80	340,000.00	-3,818.20	0.6	14,280.00	4.25
Federal Home Loan Bks - 3134GXR63 4.050 08/28/2025	340,000.000	98.4200	334,628.00	340,000.00	-5,372.00	0.6	13,770.00	4.11
U S Treasury Note - 91282CFK2 3.500 09/15/2025	1,427,000.000	97.9610	1,397,903.47	1,406,161.41	-8,257.94	2.6	49,945.00	3.57





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### ASSET DETAIL (continued)

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
F H L M C M T N - 3134GX3A0 4.750 09/30/2025	370,000.000	99.2390	367,184.30	370,000.00	-2,815.70	0.7	17,575.00	4.79
Federal Home Loan Bks - 3130AKXQ4 0.600 02/12/2026	560,000.000	87.7960	491,657.60	559,608.00	-67,950.40	0.9	3,360.00	0.68
U S Treasury Note - 91282CFB2 2.750 07/31/2027	680,000.000	94.1640	640,315.20	677,450.00	-37,134.80	1.2	18,700.00	2.92
<b>Total US Government Issues</b>			<b>\$38,660,680.20</b>	<b>\$40,326,747.77</b>	<b>-\$1,666,067.57</b>	<b>72.3</b>	<b>\$528,234.41</b>	

### Corporate Issues

Amazon Com Inc - 023135AJ5 2.500 11/29/2022	300,000.000	99.8390	299,517.00	301,682.96	-2,165.96	0.6	7,500.00	2.50
Bank Of Ny Mellon Corp - 06406RAM9 Medium Term Note 1.850 01/27/2023	300,000.000	99.3570	298,071.00	299,790.00	-1,719.00	0.6	5,550.00	1.86
Apple Inc - 037833DV9 0.750 05/11/2023	195,000.000	98.0010	191,101.95	194,469.60	-3,367.65	0.4	1,462.50	0.76
Amazon Com Inc Sr Nt - 023135BP0 0.400 06/03/2023	270,000.000	97.5250	263,317.50	269,622.00	-6,304.50	0.5	1,080.00	0.41
Chevron USA Inc - 166756AJ5 0.426 08/11/2023	115,000.000	96.6340	111,129.10	115,000.00	-3,870.90	0.2	489.90	0.44





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### ASSET DETAIL (continued)

#### Security Description

Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Honda Auto Receivables - 43815NAC8 A B S Ser 2019 3 CI A3 1.780 08/15/2023							
16,982.190	99.8930	16,964.02	16,982.05	-18.03	0.0	302.28	1.78
Toyota Auto Receivables Owner - 89238UAD2 A B S Ser 2019 C CI A3 1.910 9/15/2023							
11,535.810	99.9300	11,527.73	11,535.72	-7.99	0.0	220.33	1.91
Florida Pwr Lt Co - 341081GH4 01/12/2024 Var							
285,000.000	99.1820	282,668.70	285,000.00	-2,331.30	0.5	3,406.73	1.20
Bmw Vehicle Owner Trust - 05588CAC6 A B S Ser 2019 A CI A3 1.920 01/25/2024							
17,465.670	99.7910	17,429.17	17,463.32	-34.15	0.0	335.34	1.92
US Bancorp - 91159HHG8 Medium Term Note 3.700 01/30/2024							
550,000.000	98.9420	544,181.00	571,591.72	-27,410.72	1.0	20,350.00	3.74
Unitedhealth Group Inc - 91324PDM1 3.500 02/15/2024							
550,000.000	98.4380	541,409.00	574,315.76	-32,906.76	1.0	19,250.00	3.56
Jpmorgan Chase Co - 46647PBZ8 0.697 03/16/2024							
565,000.000	97.8900	553,078.50	565,000.00	-11,921.50	1.0	3,938.05	0.71
Morgan Stanley - 61772BAA1 0.731 04/05/2024							
235,000.000	97.5860	229,327.10	235,000.00	-5,672.90	0.4	1,717.85	0.75
Amazon Com Inc - 023135BW5 0.450 05/12/2024							
255,000.000	93.7430	239,044.65	254,627.70	-15,583.05	0.4	1,147.50	0.48





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**ASSET DETAIL (continued)**

**Security Description**

	<b>Shares/Face Amt</b>	<b>Price</b>	<b>Market Value</b>	<b>Tax Cost</b>	<b>Unrealized Gain/Loss</b>	<b>Percent of Total Portfolio</b>	<b>Estimated Annual Income</b>	<b>Estimated Current Yield</b>
Paccar Financial Corp - 69371RR81 Medium Term Note 3.150 06/13/2024	170,000.000	97.5620	165,855.40	169,960.90	-4,105.50	0.3	5,355.00	3.23
Ppl Elec Utils Corp 1st Mtg - 69351UAY9 06/24/2024 Var	200,000.000	98.8550	197,710.00	200,000.00	-2,290.00	0.4	4,633.30	2.34
Salesforce Com Inc - 79466LAG9 0.625 07/15/2024	135,000.000	93.2110	125,834.85	134,931.15	-9,096.30	0.2	843.75	0.67
Suntrust Bank - 86787EAY3 3.689 08/02/2024	560,000.000	98.9140	553,918.40	578,255.19	-24,336.79	1.0	20,658.40	3.73
Paccar Financial - 69371RR40 Medium Term Note 0.500 08/09/2024	125,000.000	92.6830	115,853.75	124,932.50	-9,078.75	0.2	625.00	0.54
John Deere Owner Trust - 47789KAC7 A B S Ser 2020 A Cl A3 1.100 08/15/2024	154,882.840	99.0040	153,340.21	154,873.38	-1,533.17	0.3	1,703.71	1.11
Paccar Financial Corp - 69371RR57 Medium Term Note 0.900 11/08/2024	555,000.000	92.2320	511,887.60	554,966.70	-43,079.10	1.0	4,995.00	0.98
Bk Of America Corp - 06051GKG3 Medium Term Note 1.843 02/04/2025	235,000.000	95.0340	223,329.90	235,000.00	-11,670.10	0.4	4,331.05	1.94
Abbott Laboratories - 002824BB5 2.950 03/15/2025	500,000.000	96.2070	481,035.00	519,292.92	-38,257.92	0.9	14,750.00	3.07





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**ASSET DETAIL (continued)**

**Security Description**

	<b>Shares/Face Amt</b>	<b>Price</b>	<b>Market Value</b>	<b>Tax Cost</b>	<b>Unrealized Gain/Loss</b>	<b>Percent of Total Portfolio</b>	<b>Estimated Annual Income</b>	<b>Estimated Current Yield</b>
Nike Inc Sr Nt - 654106AH6 2.400 03/27/2025	20,000.000	94.8240	18,964.80	19,972.80	-1,008.00	0.0	480.00	2.53
Bk Of America Corp Fr - 06051GJR1 Medium Term Note 0.976 04/22/2025	235,000.000	92.9470	218,425.45	235,000.00	-16,574.55	0.4	2,293.60	1.05
Morgan Stanley - 61747YEA9 0.790 05/30/2025	515,000.000	92.0400	474,006.00	511,412.50	-37,406.50	0.9	4,068.50	0.86
Drive Auto Receivables Trust - 262108AD5 A B S Ser 2021 1 Cl B 0.650 07/15/2025	118,149.310	99.6790	117,770.05	118,138.42	-368.37	0.2	767.97	0.65
Colgate Palmolive Co Sr - 194162AM5 3.100 08/15/2025	200,000.000	96.5900	193,180.00	199,816.00	-6,636.00	0.4	6,200.00	3.21
Cummins Inc Sr Nt - 231021AU0 0.750 09/01/2025	550,000.000	89.8000	493,900.00	532,735.50	-38,835.50	0.9	4,125.00	0.83
Walmart Inc - 931142EW9 3.900 09/09/2025	270,000.000	98.2500	265,275.00	269,811.00	-4,536.00	0.5	10,530.00	3.97
Wells Fargo Company - 95000U2H5 Medium Term Note 2.406 10/30/2025	550,000.000	93.3540	513,447.00	548,641.50	-35,194.50	1.0	13,233.00	2.58
Santander Auto Rec Tr 2022 1 - 80286EAC0 A B S Ser 2022 1 Cl A3 1.860 11/17/2025	550,000.000	97.9230	538,576.50	549,923.22	-11,346.72	1.0	10,670.00	1.98





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**ASSET DETAIL (continued)**

**Security Description**

	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
State Str Corp - 857477BR3 1.746 02/06/2026	255,000.000	93.0880	237,374.40	255,000.00	-17,625.60	0.4	4,452.30	1.88
Bank Of America Corp - 06051GKM0 Medium Term Note 3.384 04/02/2026	115,000.000	94.4620	108,631.30	115,000.00	-6,368.70	0.2	3,891.60	3.58
Wells Fargo Co - 95000U2X0 Medium Term Note 3.908 04/25/2026	210,000.000	95.5970	200,753.70	210,000.00	-9,246.30	0.4	8,206.80	4.09
Morgan Stanley - 61747YET8 4.679 07/17/2026	100,000.000	97.3720	97,372.00	100,000.00	-2,628.00	0.2	4,679.00	4.80
Bk Of America Corp - 06051GLA5 Medium Term Note 4.827 07/22/2026	250,000.000	97.7690	244,422.50	250,000.00	-5,577.50	0.5	12,067.50	4.94
Bank New York Mellon Corp - 06406RBJ5 Medium Term Note 4.414 07/24/2026	295,000.000	97.7020	288,220.90	295,000.00	-6,779.10	0.5	13,021.30	4.52
<b>Total Corporate Issues</b>			<b>\$10,137,851.13</b>	<b>\$10,594,744.51</b>	<b>-\$456,893.38</b>	<b>18.9</b>	<b>\$223,332.26</b>	

**Taxable Municipal Issues**

Los Angeles Ca Mun Impt Corp Lease - 544587Y28 Rev Ref Bds 2020 C 0.515 11/01/2022 Taxable	325,000.000	99.7710	324,255.75	325,000.00	-744.25	0.6	1,673.75	0.52
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**ASSET DETAIL (continued)**

**Security Description**

	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Riverside Cnty Calif Pension O Bds - 76913CAX7 2020 Ca 2.363 02/15/2023 Taxable	170,000.000	99.2830	168,781.10	170,000.00	-1,218.90	0.3	4,017.10	2.38
Bay Area Ca Toll Auth Toll Bridge - 072024WN8 Revenue Ref San Francisco Bay Area 2.184 04/01/2023 Taxable	680,000.000	99.0620	673,621.60	680,000.00	-6,378.40	1.3	14,851.20	2.20
Connecticut ST Ser A - 20772KGM5 2.921 04/15/2023 Taxable	300,000.000	99.2010	297,603.00	300,456.67	-2,853.67	0.6	8,763.00	2.94
Alameda Cnty Ca Jt Pwrs Auth Lease - 010831DQ5 Revenue Ref 3.095 06/01/2023 Taxable	130,000.000	99.2740	129,056.20	131,777.67	-2,721.47	0.2	4,023.50	3.12
Southern Calif Pub Pwr Auth Pwr Proj - 842475P58 Rev Taxable Ref Bds 2020 B Ca 0.527 07/01/2023 Taxable	370,000.000	97.3000	360,010.00	370,000.00	-9,990.00	0.7	1,949.90	0.54
San Bernardino Calif Cmnty Col - 796720NP1 Taxable Go Ref Bds 2020 Ca 0.729 08/01/2023 Taxable	150,000.000	97.1030	145,654.50	150,000.00	-4,345.50	0.3	1,093.50	0.75
California ST Univ Rev Taxable - 13077DMJ8 Systemwide Bds 2020 D 0.475 11/01/2023 Taxable	150,000.000	96.2240	144,336.00	150,000.00	-5,664.00	0.3	712.50	0.49
Corona Ca Pension Oblig Taxable Bds - 21969AAC6 2021 0.710 05/01/2024 Taxable	190,000.000	93.8990	178,408.10	190,000.00	-11,591.90	0.3	1,349.00	0.76





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**ASSET DETAIL (continued)**

**Security Description**

	<b>Shares/Face Amt</b>	<b>Price</b>	<b>Market Value</b>	<b>Tax Cost</b>	<b>Unrealized Gain/Loss</b>	<b>Percent of Total Portfolio</b>	<b>Estimated Annual Income</b>	<b>Estimated Current Yield</b>
Massachusetts ST Spl Oblig Rev - 576004GX7 Taxable Bds 2022 A 3.639 07/15/2024 Taxable	480,000.000	98.4600	472,608.00	480,000.00	-7,392.00	0.9	17,467.20	3.70
Los Altos Ca Sch Dist Taxable Go - 544290JH3 Renewal Bds 2021 1.000 10/01/2024 Taxable	480,000.000	93.6080	449,318.40	485,355.73	-36,037.33	0.8	4,800.00	1.07
Los Angeles Ca Mun Impt Corp Lease - 5445872S6 Rev Taxable Ref Bds 2021A 0.683 11/01/2024 Taxable	230,000.000	91.9530	211,491.90	230,000.00	-18,508.10	0.4	1,570.90	0.74
Riverside Cnty Calif Infrastructure - 76913DFV4 Fing Auth Lease Rev Taxable Ref Ca 0.873 11/01/2024 Taxable	230,000.000	92.0270	211,662.10	230,000.00	-18,337.90	0.4	2,007.90	0.95
New York ST Dorm Auth ST Pers - 64990FD43 Income Tax Rev Taxable Gen Purp 0.887 03/15/2025 Taxable	400,000.000	91.4930	365,972.00	400,000.00	-34,028.00	0.7	3,548.00	0.97
Golden ST Tob Securitization Corp - 38122NA77 Calif Tob Settlement Rev Taxable Ca 1.400 06/01/2025 Taxable	270,000.000	90.7810	245,108.70	270,000.00	-24,891.30	0.5	3,780.00	1.54





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### ASSET DETAIL (continued)

#### Security Description

Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Connecticut ST Taxable Go Bds 2022A - 20772KQH5 3.292 06/15/2025 Taxable							
170,000.000	96.0040	163,206.80	170,000.00	-6,793.20	0.3	5,596.40	3.43
<b>Total Taxable Municipal Issues</b>		<b>\$4,541,094.15</b>	<b>\$4,732,590.07</b>	<b>-\$191,495.92</b>	<b>8.5</b>	<b>\$77,203.85</b>	
<b>Total Taxable Bonds</b>		<b>\$53,339,625.48</b>	<b>\$55,654,082.35</b>	<b>-\$2,314,456.87</b>	<b>99.7</b>	<b>\$828,770.52</b>	
<b>Total Assets</b>		<b>\$53,502,642.02</b>	<b>\$55,817,098.89</b>	<b>-\$2,314,456.87</b>	<b>100.0</b>	<b>\$832,785.65</b>	
<b>Estimated Current Yield</b>							<b>1.55</b>

### ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

Cost adjustments made to previously reported sales to reflect the impact of IRS wash sale rules may result in adjustments to reported year-to-date losses. Consequently, this period's beginning cost basis may differ from the basis reported in the prior period. The gain and loss figures reported on this statement are provided for informational purposes only and should not be used for tax reporting purposes. Please consult with your tax or legal advisor for questions concerning your personal tax or financial situation.





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### TRANSACTION DETAIL

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
<b>Beginning Balance 09/01/2022</b>			<b>\$5,666,787.65</b>	<b>-\$5,666,787.65</b>	<b>\$55,808,019.88</b>
09/01/22	Purchase	Purchased 30,000 Par Value Of U S Treasury Nt 3.125% 8/31/24 Trade Date 8/30/22 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 11456270 30,000 Par Value At 99.58983333 %		-29,876.95	29,876.95
09/01/22	Purchase Accrued Interest	Paid Accrued Interest On Purchase Of U S Treasury Nt 3.125% 8/31/24 Income Debit 2.69- USD	-2.69		
09/01/22	Purchase	Purchased 1,895,000 Par Value Of U S Treasury Nt 3.125% 8/15/25 Trade Date 8/31/22 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 11469077 1,895,000 Par Value At 98.97656253 %		-1,875,605.86	1,875,605.86
09/01/22	Purchase Accrued Interest	Paid Accrued Interest On Purchase Of U S Treasury Nt 3.125% 8/15/25 Income Debit 2,735.65- USD	-2,735.65		
09/01/22	Sale	Sold 121,632.42 Par Value Of Captial One Prime 1.600% 11/15/24 Trade Date 8/30/22 Sold Through Bnp Paribas Sec Corp Swift External Ref#: 11456370 121,632.42 Par Value At 99.12500327 %		120,568.14	-121,606.57
09/01/22	Sell Accrued Interest	Received Accrued Interest On Sale Of Captial One Prime 1.600% 11/15/24 Income Credit 86.49 USD	86.49		
09/01/22	Return of Capital	Amortized Premium On U S Treasury Nt 0.125% 1/31/23 Fed Basis Decreased By 10.47 USD To 2,735,111.06 USD 9/1/22 Current Year Amortization			-10.47





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**TRANSACTION DETAIL (continued)**

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
09/01/22	Sale	Sold 815,000 Par Value Of U S Treasury Nt 0.125% 1/31/23 Trade Date 8/31/22 Sold Through Bnkofmont,Chbrnch/Cm Swift External Ref#: 11468989 815,000 Par Value At 98.75390675 %		804,844.34	-815,042.49
09/01/22	Sell Accrued Interest	Received Accrued Interest On Sale Of U S Treasury Nt 0.125% 1/31/23 Income Credit 88.59 USD	88.59		
09/01/22	Return of Capital	Amortized Premium On San Diego Ca 3.250% 9/01/22 Fed Basis Decreased By 991.49 USD To 250,000.00 USD 9/1/22 Current Year Amortization			-991.49
09/01/22	Sale	Matured 250,000 Par Value Of San Diego Ca 3.250% 9/01/22 Trade Date 9/1/22 250,000 Par Value At 100 %		250,000.00	-250,000.00
09/01/22	Sale	Matured 250,000 Par Value Of Mountain View Ca 1.043% 9/01/22 Trade Date 9/1/22 250,000 Par Value At 100 %		250,000.00	-250,000.00
09/01/22	Sale	Matured 330,000 Par Value Of Glendale Ca 1.041% 9/01/22 Trade Date 9/1/22 330,000 Par Value At 100 %		330,000.00	-330,000.00
09/01/22	Asset Income	Interest Earned On Cummins Inc 0.750% 9/01/25 0.00375 USD/\$1 Pv On 550,000 Par Value Due 9/1/22	2,062.50		
09/01/22	Asset Income	Interest Earned On Glendale Ca 1.041% 9/01/22 0.005205 USD/\$1 Pv On 330,000 Par Value Due 9/1/22	1,717.65		
09/01/22	Asset Income	Interest Earned On Mountain View Ca 1.043% 9/01/22 0.005215 USD/\$1 Pv On 250,000 Par Value Due 9/1/22	1,303.75		





RIVERSIDE COUNTY TRANS COMM  
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September 1, 2022 to September 30, 2022

**TRANSACTION DETAIL (continued)**

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
09/01/22	Asset Income	Interest Earned On San Diego Ca 3.250% 9/01/22 0.01625 USD/\$1 Pv On 250,000 Par Value Due 9/1/22	4,062.50		
09/01/22	Asset Income	Interest Earned On First Am Govt Ob Fd Cl Y Interest From 8/1/22 To 8/31/22	1,348.50		
09/02/22	Asset Income	Interest Earned On Spire Missouri 0.53871% 12/02/24 0.005538 USD/\$1 Pv On 225,000 Par Value Due 9/2/22	1,245.99		
09/06/22	Free Deliver	Distributed 0.01 Par Value Of Captial One Prime 1.600% 11/15/24 Valued At 0.01 USD Market Value Of 0.01 USD			-0.01
09/07/22	Sale	Sold 270,000 Par Value Of U S Treasury Nt 3.125% 8/15/25 Trade Date 9/6/22 Sold Through Nomura Securities/Fix Income Swift External Ref#: 11510364 270,000 Par Value At 98.76171852 %		266,656.64	-266,656.64
09/07/22	Sell Accrued Interest	Received Accrued Interest On Sale Of U S Treasury Nt 3.125% 8/15/25 Income Credit 527.34 USD	527.34		
09/07/22	Fed Tax Cost Adjust	Fed Basis Of U S Treasury Nt 3.125% 8/15/25 Adjusted By 727.74- USD Old: 267,384.38 USD/New: 266,656.64 USD Fixed Fedrl Tx Cst From \$267384.38 To \$266656.64 Wash Adjustment Sale			-727.74
09/07/22	Fed Tax Cost Adjust	Fed Basis Of U S Treasury Nt 3.125% 8/15/25 Adjusted By 727.74 USD Old: 267,236.72 USD/New: 267,964.46 USD Fixed Fedrl Tx Cst From \$267236.72 To \$267964.46 Wash Adjustment Purchase			727.74





RIVERSIDE COUNTY TRANS COMM  
ACCOUNT NUMBER: 001050990415

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September 1, 2022 to September 30, 2022

**TRANSACTION DETAIL (continued)**

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
09/08/22	Sale	Sold 225,000 Par Value Of Spire Missouri 0.53871% 12/02/24 Trade Date 9/6/22 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 11508758 225,000 Par Value At 99.196 %		223,191.00	-225,000.00
09/08/22	Sell Accrued Interest	Received Accrued Interest On Sale Of Spire Missouri 0.53871% 12/02/24 Income Credit 104.63 USD	104.63		
09/09/22	Purchase	Purchased 270,000 Par Value Of Walmart Inc 3.900% 9/09/25 Trade Date 9/6/22 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 11511206 270,000 Par Value At 99.93 %		-269,811.00	269,811.00
09/12/22	Sale	Matured 355,000 Par Value Of Apple Inc 1.700% 9/11/22 Trade Date 9/11/22 355,000 Par Value At 100 %		355,000.00	-354,939.65
09/12/22	Asset Income	Interest Earned On Apple Inc 1.700% 9/11/22 0.0085 USD/\$1 Pv On 355,000 Par Value Due 9/11/22	3,017.50		
09/15/22	Asset Income	Interest Earned On Toyota Auto 1.910% 9/15/23 \$0.00159/Pv On 21,652.44 Pv Due 9/15/22	34.46		
09/15/22	Sale	Paid Down 10,116.63 Par Value Of Toyota Auto 1.910% 9/15/23 Trade Date 9/15/22		10,116.63	-10,116.55
09/15/22	Asset Income	Interest Earned On Drive Auto 0.650% 7/15/25 \$0.00054/Pv On 162,842.75 Pv Due 9/15/22	88.21		
09/15/22	Sale	Paid Down 44,693.44 Par Value Of Drive Auto 0.650% 7/15/25 Trade Date 9/15/22		44,693.44	-44,689.32





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September 1, 2022 to September 30, 2022

**TRANSACTION DETAIL (continued)**

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
09/15/22	Asset Income	Interest Earned On Honda Auto 1.780% 8/15/23 \$0.00148/Pv On 27,848.88 Pv Due 9/15/22	41.31		
09/15/22	Sale	Paid Down 10,866.69 Par Value Of Honda Auto 1.780% 8/15/23 Trade Date 9/15/22		10,866.69	-10,866.60
09/15/22	Asset Income	Interest Earned On John Deere Owner 1.100% 8/15/24 \$0.00092/Pv On 172,755.45 Pv Due 9/15/22	158.36		
09/15/22	Sale	Paid Down 17,872.61 Par Value Of John Deere Owner 1.100% 8/15/24 Trade Date 9/15/22		17,872.61	-17,871.52
09/15/22	Asset Income	Interest Earned On Santander Auto Rec 1.940% 11/17/25 \$0.00162/Pv On 550,000.00 Pv Due 9/15/22	889.17		
09/15/22	Purchase	Purchased 567,000 Par Value Of U S Treasury Nt 3.500% 9/15/25 Trade Date 9/13/22 Purchased Through Natwest Mkts Secs/Fixed Income Swift External Ref#: 11565895 567,000 Par Value At 99.28125044 %		-562,924.69	562,924.69
09/15/22	Asset Income	Interest Earned On Abbott Laboratories 2.950% 3/15/25 0.01475 USD/\$1 Pv On 500,000 Par Value Due 9/15/22	7,375.00		
09/15/22	Return of Capital	Amortized Premium On Abbott Laboratories 2.950% 3/15/25 Fed Basis Decreased By 4,215.63 USD To 519,292.92 USD 9/15/22 Current Year Amortization			-4,215.63
09/15/22	Asset Income	Interest Earned On New York ST 0.887% 3/15/25 0.004435 USD/\$1 Pv On 400,000 Par Value Due 9/15/22	1,774.00		
09/15/22	Asset Income	Interest Earned On U S Treasury Nt 0.375% 9/15/24 0.001875 USD/\$1 Pv On 985,000 Par Value Due 9/15/22	1,846.88		





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September 1, 2022 to September 30, 2022

**TRANSACTION DETAIL (continued)**

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
09/16/22	Asset Income	Interest Earned On Jpmorgan Chase Co 0.697% 3/16/24 0.003485 USD/\$1 Pv On 565,000 Par Value Due 9/16/22	1,969.03		
09/26/22	Asset Income	Interest Earned On F N M A Gtd Remic 3.056% 6/25/24 Penalty Payment	18.87		
09/26/22	Return of Capital	Amortized Premium On F H L M C Mltcl Mt 3.320% 2/25/23 Fed Basis Decreased By 996.74 USD To 459,342.48 USD 9/25/22 Current Year Amortization			-996.74
09/26/22	Asset Income	Interest Earned On F H L M C Mltcl Mt 3.320% 2/25/23 \$0.00277/Pv On 456,882.79 Pv Due 9/25/22	1,264.04		
09/26/22	Sale	Paid Down 9,969.76 Par Value Of F H L M C Mltcl Mt 3.320% 2/25/23 Trade Date 9/25/22		9,969.76	-10,023.44
09/26/22	Asset Income	Interest Earned On F H L M C Mltcl Mtg 3.060% 7/25/23 \$0.00255/Pv On 490,000.00 Pv Due 9/25/22	1,249.50		
09/26/22	Return of Capital	Amortized Premium On F H L M C Mltcl Mtg 3.060% 7/25/23 Fed Basis Decreased By 607.25 USD To 495,935.33 USD 9/25/22 Current Year Amortization			-607.25
09/26/22	Asset Income	Interest Earned On F H L M C Mltcl Mt 2.522% 1/25/23 \$0.00210/Pv On 54,447.53 Pv Due 9/25/22	114.43		
09/26/22	Return of Capital	Amortized Premium On F H L M C Mltcl Mt 2.522% 1/25/23 Fed Basis Decreased By 6.40 USD To 54,472.72 USD 9/25/22 Current Year Amortization			-6.40
09/26/22	Sale	Paid Down 22,980.19 Par Value Of F H L M C Mltcl Mt 2.522% 1/25/23 Trade Date 9/25/22		22,980.19	-22,990.82





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September 1, 2022 to September 30, 2022

**TRANSACTION DETAIL (continued)**

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
09/26/22	Asset Income	Interest Earned On F H L M C Mltcl Mt 3.310% 5/25/23 \$0.00276/Pv On 510,000.00 Pv Due 9/25/22	1,406.75		
09/26/22	Return of Capital	Amortized Premium On F H L M C Mltcl Mt 3.310% 5/25/23 Fed Basis Decreased By 1,227.54 USD To 519,582.76 USD 9/25/22 Current Year Amortization			-1,227.54
09/26/22	Asset Income	Interest Earned On F H L M C Mltcl 2.07452% 8/26/24 \$0.00173/Pv On 130,252.47 Pv Due 9/25/22	225.18		
09/26/22	Asset Income	Interest Earned On F N M A Gtd Remic 3.056% 6/25/24 \$0.00255/Pv On 218,366.00 Pv Due 9/25/22	556.11		
09/26/22	Return of Capital	Amortized Premium On F N M A Gtd Remic 3.056% 6/25/24 Fed Basis Decreased By 347.52 USD To 225,529.35 USD 9/25/22 Current Year Amortization			-347.52
09/26/22	Sale	Paid Down 14,793.32 Par Value Of F N M A Gtd Remic 3.056% 6/25/24 Trade Date 9/25/22		14,793.32	-15,278.60
09/26/22	Asset Income	Interest Earned On Bmw Vehicle Owner 1.920% 1/25/24 \$0.00160/Pv On 28,230.20 Pv Due 9/25/22	45.17		
09/26/22	Sale	Paid Down 10,764.53 Par Value Of Bmw Vehicle Owner 1.920% 1/25/24 Trade Date 9/25/22		10,764.53	-10,763.08
09/26/22	Fee	Trust Fees Collected Charged For Period 08/01/2022 Thru 08/31/2022		-562.83	
09/26/22	Asset Income	Interest Earned On Ppl Elec Utils 2.31665% 6/24/24 0.00592 USD/\$1 Pv On 200,000 Par Value Due 9/24/22	1,184.07		
09/27/22	Asset Income	Interest Earned On Nike Inc Sr Nt 2.400% 3/27/25 0.012 USD/\$1 Pv On 20,000 Par Value Due 9/27/22	240.00		





RIVERSIDE COUNTY TRANS COMM  
ACCOUNT NUMBER: 001050990415

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September 1, 2022 to September 30, 2022

**TRANSACTION DETAIL (continued)**

Date Posted	Activity	Description	Income Cash	Principal Cash	Tax Cost
09/30/22	Purchase	Purchased 370,000 Par Value Of F H L M C M T N 4.750% 9/30/25 Trade Date 9/14/22 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 11579277 370,000 Par Value At 100 %		-370,000.00	370,000.00
09/30/22	Asset Income	Interest Earned On U S Treasury Nt 0.125% 3/31/23 0.000625 USD/\$1 Pv On 3,600,000 Par Value Due 9/30/22	2,250.00		
09/30/22	Asset Income	Interest Earned On U S Treasury Nt 2.250% 3/31/24 0.01125 USD/\$1 Pv On 870,000 Par Value Due 9/30/22	9,787.50		
09/30/22	Purchase	Purchased 860,000 Par Value Of U S Treasury Nt 3.500% 9/15/25 Trade Date 9/29/22 Purchased Through Nomura Securities/Fix Income Swift External Ref#: 11727232 860,000 Par Value At 98.0507814 %		-843,236.72	843,236.72
09/30/22	Purchase Accrued Interest	Paid Accrued Interest On Purchase Of U S Treasury Nt 3.500% 9/15/25 Income Debit 1,247.24- USD	-1,247.24		
09/30/22	Return of Capital	Amortized Premium On U S Treasury Nt 0.125% 1/31/23 Fed Basis Decreased By 15.23 USD To 1,920,053.34 USD 9/30/22 Current Year Amortization			-15.23
09/30/22	Sale	Sold 1,075,000 Par Value Of U S Treasury Nt 0.125% 1/31/23 Trade Date 9/29/22 Sold Through Citadel Securities LLC Swift External Ref#: 11727167 1,075,000 Par Value At 98.82031256 %		1,062,318.36	-1,075,050.89
09/30/22	Sell Accrued Interest	Received Accrued Interest On Sale Of U S Treasury Nt 0.125% 1/31/23 Income Credit 222.74 USD	222.74		
	Purchase	Combined Purchases For The Period 9/ 1/22 - 9/30/22 Of First Am Govt Ob Fd Cl Y		-1,090,477.35	1,090,477.35





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September 1, 2022 to September 30, 2022

**TRANSACTION DETAIL (continued)**

<b>Date Posted</b>	<b>Activity</b>	<b>Description</b>	<b>Income Cash</b>	<b>Principal Cash</b>	<b>Tax Cost</b>
	Sale	Combined Sales For The Period 9/ 1/22 - 9/30/22 Of First Am Govt Ob Fd CI Y		1,193,539.11	-1,193,539.11
<b>Ending Balance 09/30/2022</b>			<b>\$5,711,108.29</b>	<b>-\$5,711,108.29</b>	<b>\$55,817,098.89</b>







# Riverside County Transportation Commission

**SHORT DURATION FIXED INCOME**

NOVEMBER 2, 2022



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**01** MetLife Investment Management Overview

**02** Market Review

**03** Portfolio Review

**04** Appendix



# 1. MetLife Investment Management Overview



# Overview

**MetLife Investment Management (MIM)**<sup>1</sup> manages Public Fixed Income, Private Capital and Real Estate assets for institutional investors worldwide by applying our deep asset class expertise to build tailored portfolio solutions. We also leverage the broader resources and 150-year history of MetLife to skillfully navigate markets.

## MIM Highlights

Total Assets Under Management of \$590.9 billion<sup>2</sup> as of June 30, 2022

Separate accounts, proprietary commingled funds and client-specific portfolio solutions

Experienced and tenured investment teams

Deep fundamental research

Leverages the broader resources of the MetLife enterprise

## Global Presence<sup>1,3</sup>



1. As of June 30, 2022, subsidiaries of MetLife, Inc. that provide investment management services to MetLife's general account, separate accounts and/or unaffiliated/third party investors include Metropolitan Life Insurance Company, MetLife Investment Management, LLC, MetLife Investment Management Limited, MetLife Investments Limited, MetLife Investments Asia Limited, MetLife Latin America Asesorias e Inversiones Limitada, MetLife Asset Management Corp. (Japan), MIM I LLC, and MetLife Investment Management Europe Limited.

2. As of June 30, 2022. At estimated fair value. See Appendix – End Notes for additional information.

3. Illustration shown depicts locations of select MIM regional offices, chosen in MIM's discretion; not a complete representation of MIM's regional offices.



# Short Duration Fixed Income Team

Portfolio Management		
Name	Responsibility	Industry Experience (yrs)
<b>Scott Pavlak, CFA</b>	Head of Short Duration Fixed Income	34
<b>Juan Peruyero</b>	Portfolio Manager	21

Portfolio Management Support		
Name	Sector	Industry Experience (yrs)
<b>David Wheeler, CFA</b>	Credit	36
<b>Steve Kelly, CFA</b>	Credit	35
<b>Kimberley Slough</b>	Municipals	29
<b>John Palphreyman, CFA</b>	Structured Products	23
<b>Phil Tran</b>	Treasuries, Agencies, Money Markets	19

Trading			
Name	Role	# of Traders	Average Industry Experience (yrs)
<b>Dana Cottrell</b>	Head of Investment Grade Trading	5	16
<b>Thomas McClintic</b>	Head of High Yield Trading	2	26
<b>Jason Valentino</b>	Head of Structured Products Trading	8	17

Research			
Name	Role	# of Analysts	Average Industry Experience (yrs)
<b>Brian Funk, CFA</b>	Head of Credit Research	-	25
<b>Ian Bowman</b>	Sector Leader – Consumer & Healthcare	7	17
<b>Park Benjamin, CFA</b>	Sector Leader – Energy, Basics, Materials	6	13
<b>Scott O'Donnell</b>	Sector Leader – Financials	11	16
<b>Richard Davis, CFA</b>	Sector Leader – Industrials	6	15
<b>Zach Bauer, CFA</b>	Sector Leader – Telecom, Media, Technology	8	16
<b>Susan Young</b>	Sector Leader – Utilities & Midstream	8	14
<b>Brent Garrels</b>	Sector Leader – Special Situations	2	27
<b>Joseph Gankiewicz, CFA</b>	Sector Leader – Municipals	7	21
<b>Jiming Tao, CFA</b>	Credit Strategy	1	20
Name	Role	# of Analysts	Average Industry Experience (yrs)
<b>Francisco Paez, CFA</b>	Head of Structured Products Research		25
<b>Priya Desai</b>	Sector Leader – ABS	2	17
<b>Meena Pursnani</b>	Sector Leader – CMBS	2	23
<b>Cathy Oh</b>	Sector Leader - RMBS	1	20
<b>Angela Best</b>	Sector Leader – CLO	2	14

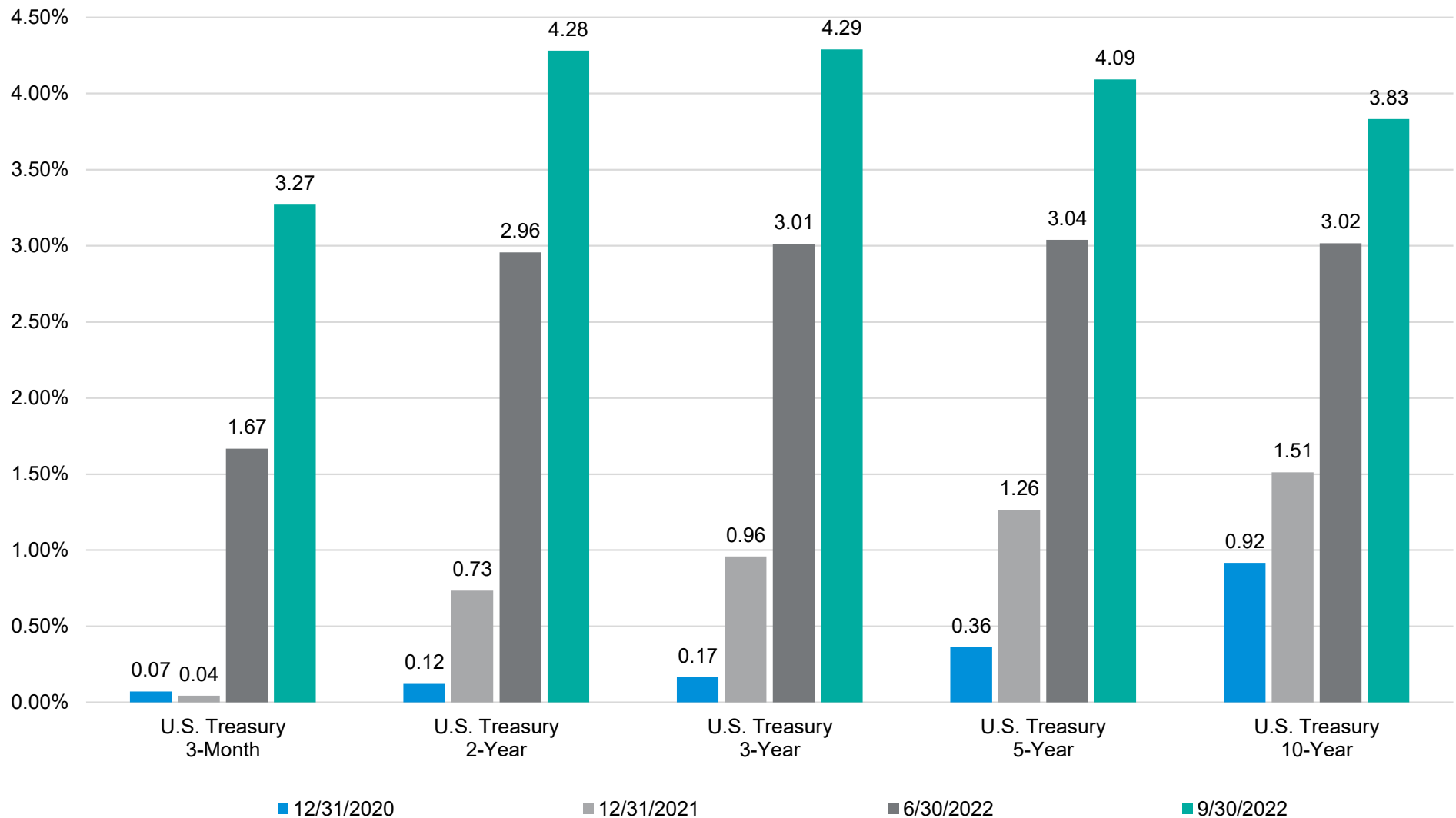


## 2. Market Review



# Yields (%)

As of September 30, 2022

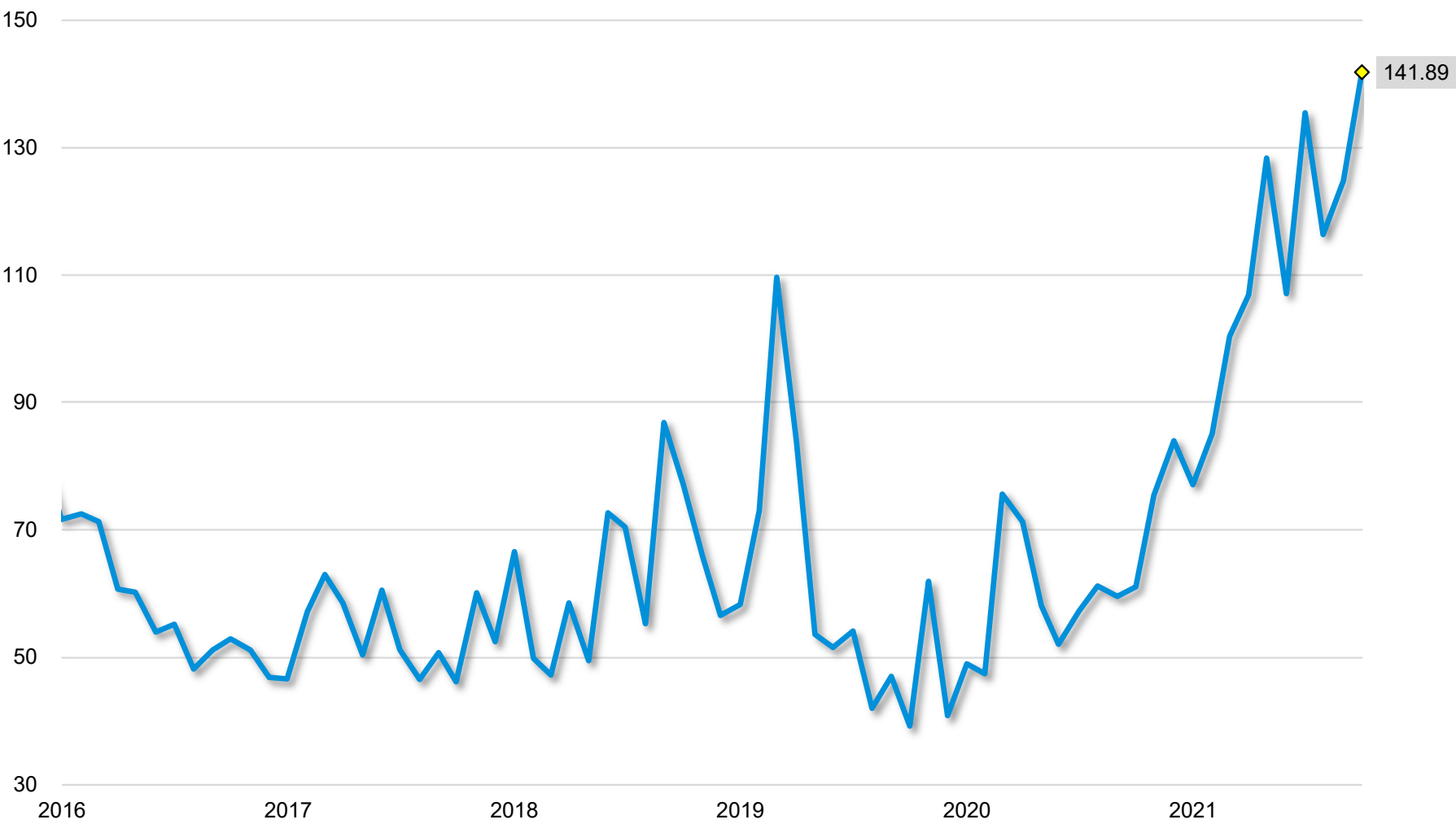


Source: Bloomberg



# MOVE Index Interest Rate Volatility

As of September 30, 2022



Source: Bloomberg



# U.S. Government Securities Liquidity Index

As of September 30, 2022

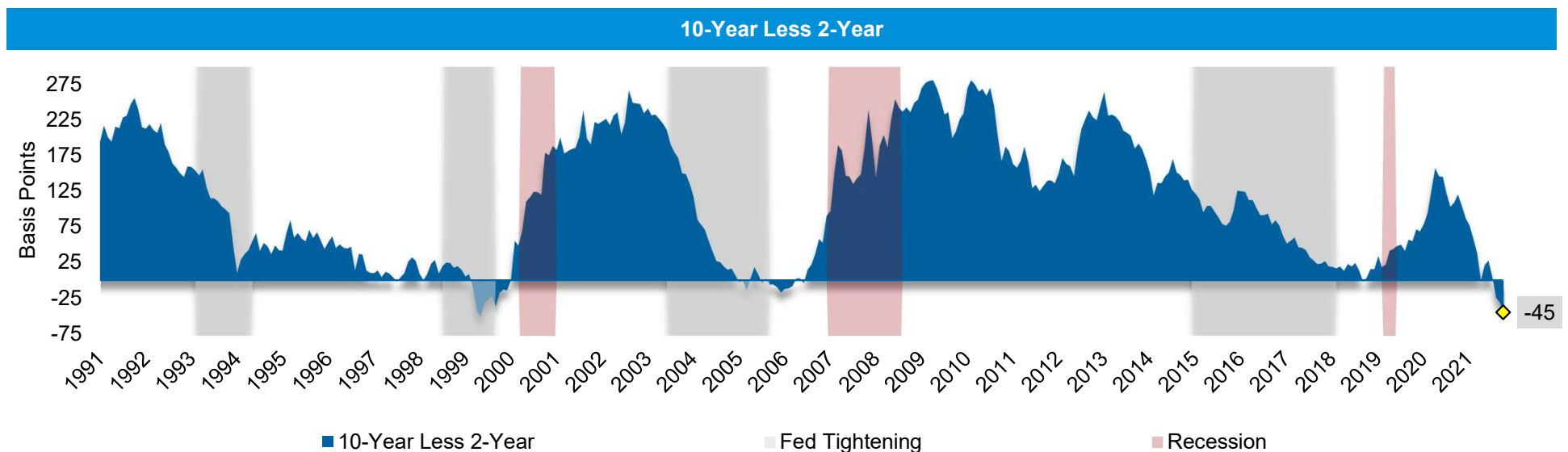
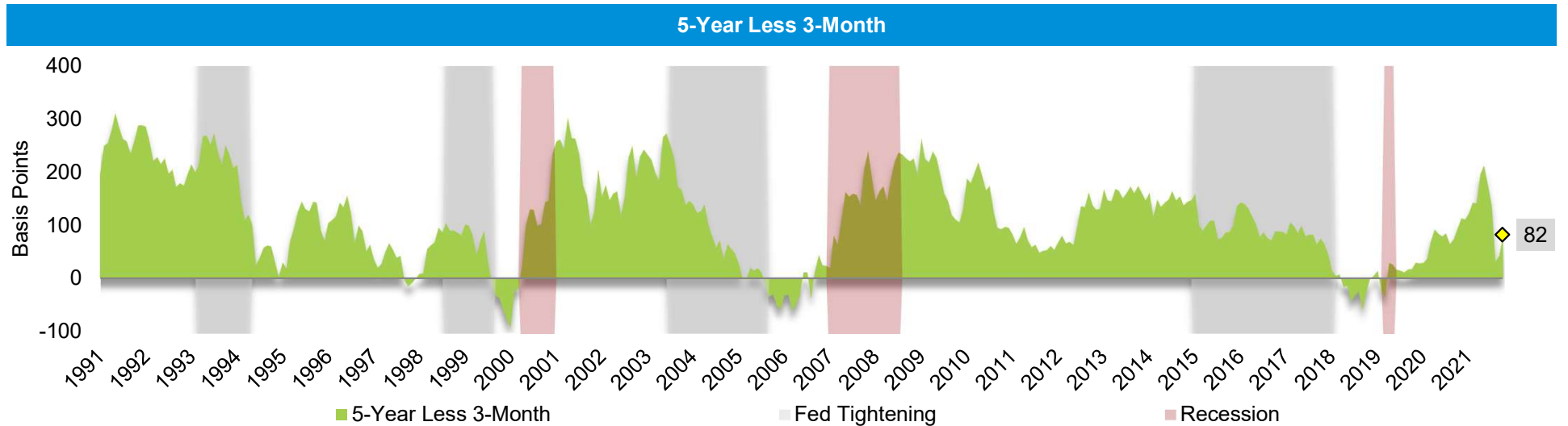


Source: Bloomberg



# Yield Curves

As of September 30, 2022

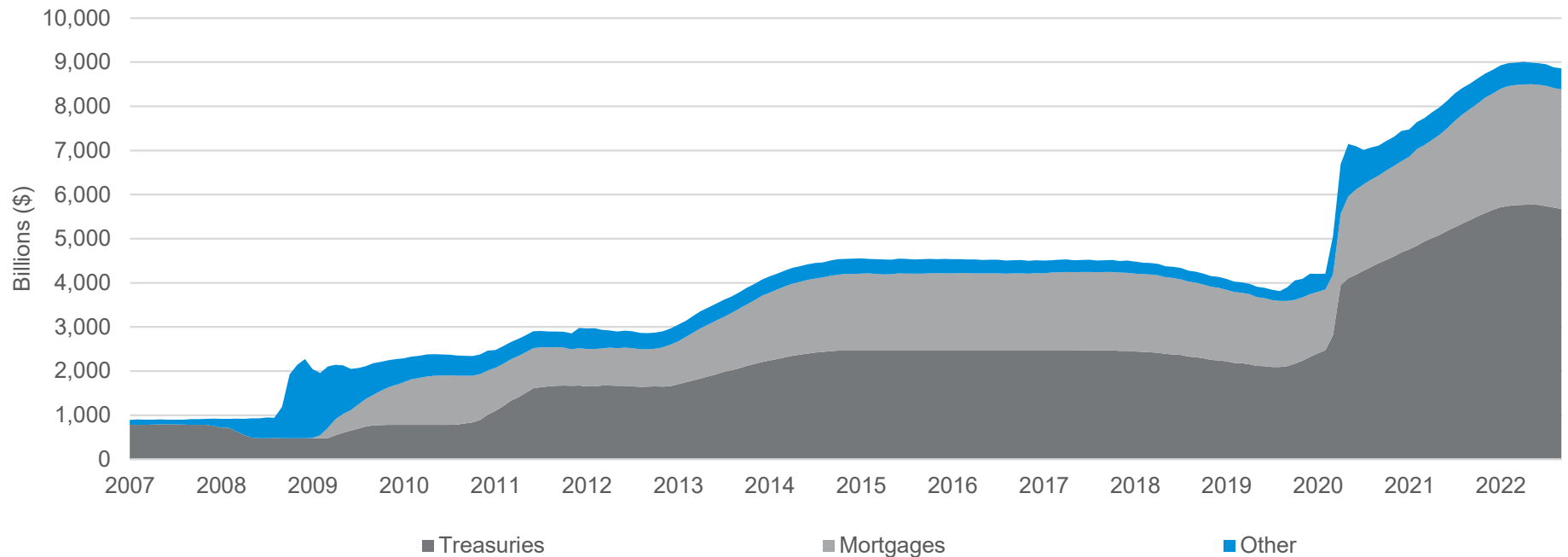


Source: Bloomberg



# Federal Reserve Balance Sheet

As of September 30, 2022



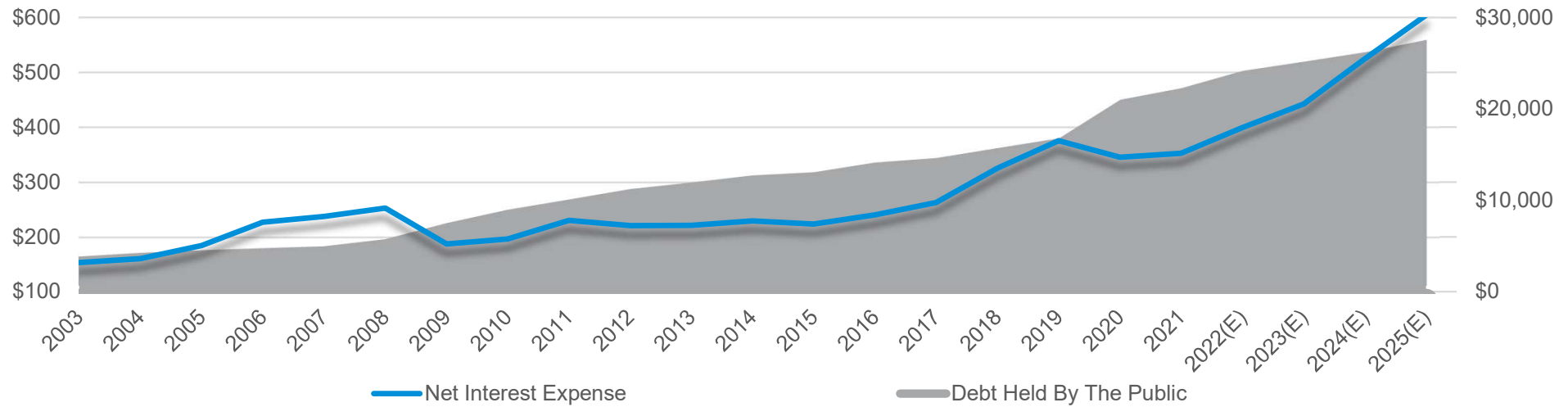
Billions	12/31/2008	12/31/2019	12/31/2020	12/31/2021	4/30/2022	9/30/2022
Treasuries	\$475,961	\$2,321,676	\$4,688,906	\$5,651,960	\$5,763,654	\$5,672,767
Mortgages	\$0	\$1,420,886	\$2,066,409	\$2,635,024	\$2,729,416	\$2,707,731
Other	\$1,792,959 <sup>1</sup>	\$464,681	\$684,026	\$542,075	\$511,269	\$476,936
<b>Total</b>	<b>\$2,268,920</b>	<b>\$4,207,243</b>	<b>\$7,439,341</b>	<b>\$8,829,059</b>	<b>\$9,004,339</b>	<b>\$8,857,434</b>

<sup>1</sup>Includes Term Auction Credit (\$450B), CP Funding Facility (\$332B), Other Loans (\$187B) and Other Federal Reserve Assets (\$622B)  
Source: Federal Reserve



# Congressional Budget Office

As of May 31, 2022



(\$ Billions)	1973	1983	1993	2003	2008	2009	2011	2013	2015	2017	2019	2020	2021	2022 <sup>1</sup>	2024 <sup>1</sup>
Revenues	231	601	1,154	1,782	2,524	2,105	2,303	2,775	3,250	3,316	3,463	3,421	4,047	4,836	4,924
Outlays	246	808	1,409	2,160	2,983	3,518	3,603	3,455	3,692	3,982	4,447	6,554	6,822	5,804	6,060
Social Security	48	169	302	470	612	678	725	808	882	939	1,038	1,090	1,129	1,212	1,409
Medicare	9	56	143	274	456	500	560	585	634	702	775	912	868	941	1,086
Medicaid	5	19	76	161	201	251	275	265	350	375	409	458	521	589	545
Income Security	14	64	117	196	261	350	404	340	301	294	303	1,051	1,376	561	373
Retirement & Disability	22	62	89	132	173	187	215	233	254	268	285	293	304	373	397
Defense	77	210	292	405	612	657	699	626	583	590	676	714	742	755	819
Other	53	140	192	369	414	708	495	377	465	551	584	1,690	1,531	974	905
Net Interest	17	90	199	153	253	187	230	221	223	263	375	345	352	399	525
Deficit (-) or Surplus Total	-15	-208	-255	-378	-459	-1,413	-1,300	-680	-442	-665	-984	-3,132	-2,775	-968	-1,136
Debt Held by the Public	341	1,137	3,248	3,913	5,803	7,545	10,128	11,983	13,117	14,665	16,801	21,017	22,284	24,173	26,217
U.S. Treasury 5-Year Yield (%)	6.83	11.53	5.21	3.25	1.55	2.68	0.83	1.74	1.76	2.21	1.69	0.36	1.26	4.09 <sup>2</sup>	-

<sup>1</sup> Indicates estimates

<sup>2</sup> As of 9/30/2022

Source: Congressional Budget Office



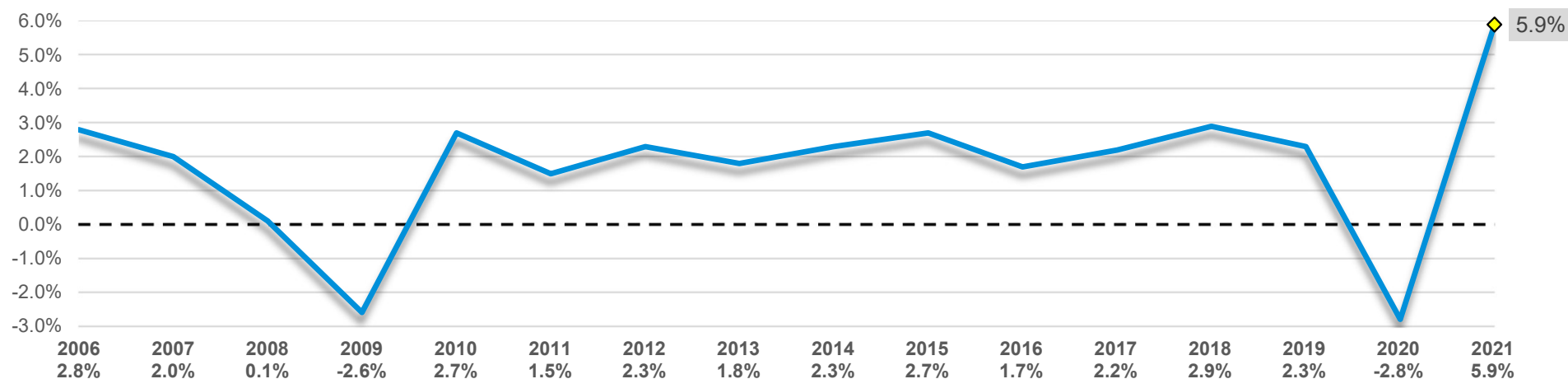
# Federal Reserve Projections

	2022	2023	2024	2025
<b>Real GDP</b>				
December-19 Projection	1.8%	N/A	N/A	N/A
December-20 Projection	3.2%	2.4%	N/A	N/A
December-21 Projection	4.0%	2.2%	2.0%	N/A
March-22 Projection	2.8%	2.2%	2.0%	N/A
June-22 Projection	1.7%	1.7%	1.9%	N/A
September-22 Projection	0.2%	1.2%	1.7%	1.8%
<b>PCE Inflation</b>				
December-19 Projection	2.0%	N/A	N/A	N/A
December-20 Projection	1.9%	2.0%	N/A	N/A
December-21 Projection	2.6%	2.3%	2.1%	N/A
March-22 Projection	4.3%	2.7%	2.3%	N/A
June-22 Projection	5.2%	2.6%	2.2%	N/A
September-22 Projection	5.4%	2.8%	2.3%	2.0%
<b>Core PCE Inflation</b>				
December-19 Projection	2.0%	N/A	N/A	N/A
December-20 Projection	1.9%	2.0%	N/A	N/A
December-21 Projection	2.7%	2.3%	2.1%	N/A
March-22 Projection	4.1%	2.6%	2.3%	N/A
June-22 Projection	4.3%	2.7%	2.3%	N/A
September-22 Projection	4.5%	3.1%	2.3%	2.1%
<b>Unemployment Rate</b>				
December-19 Projection	3.7%	N/A	N/A	N/A
December-20 Projection	4.2%	3.7%	N/A	N/A
December-21 Projection	3.5%	3.5%	3.5%	N/A
March-22 Projection	3.5%	3.5%	3.6%	N/A
June-22 Projection	3.7%	3.9%	4.1%	N/A
September-22 Projection	3.8%	4.4%	4.4%	4.3%

Source: Federal Reserve



# Real GDP – as of September 30, 2022



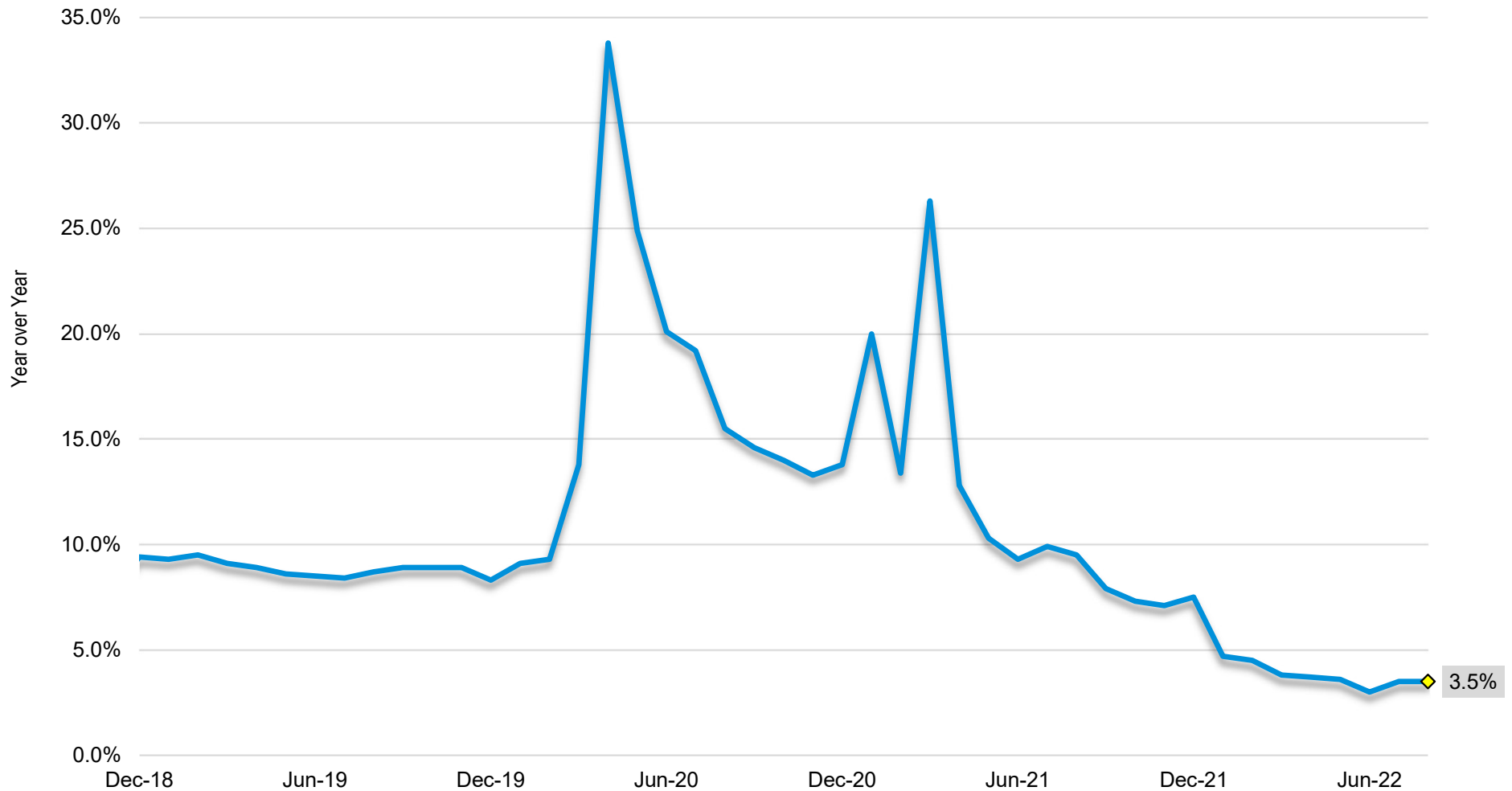
Year	Quarter	Real GDP QoQ (%)	Consumer Spending	Fixed Investment	Government Spending	Net Exports	Inventories
2018 2.9%	1Q	2.80	1.80	0.93	0.13	-0.18	0.13
	2Q	2.80	1.98	1.06	0.49	0.20	-0.91
	3Q	2.90	1.73	0.28	0.46	-1.47	1.91
	4Q	0.70	1.18	0.17	0.02	-0.43	-0.21
2019 2.3%	1Q	2.20	0.26	0.15	0.83	0.37	0.57
	2Q	2.70	1.73	1.07	0.92	-0.37	-0.62
	3Q	3.60	2.27	0.71	0.58	0.28	-0.24
	4Q	1.80	1.55	-0.24	0.41	1.30	-1.24
2020 -2.8%	1Q	-4.60	-4.25	-0.54	0.57	-0.05	-0.35
	2Q	-29.90	-23.07	-5.30	1.57	1.30	-4.35
	3Q	35.30	26.34	5.12	-0.97	-2.74	7.57
	4Q	3.90	2.53	2.76	-0.01	-1.68	0.30
2021 5.9%	1Q	6.30	6.98	1.70	1.18	-1.02	-2.52
	2Q	7.00	7.84	1.05	-0.54	-0.60	-0.75
	3Q	2.70	1.98	-0.18	-0.02	-1.08	1.96
	4Q	7.00	2.14	0.12	-0.16	-0.16	5.01
2022	1Q	-1.60	0.91	0.83	-0.40	-3.13	0.15
	2Q	-0.60	1.38	-0.92	-0.29	1.16	-1.91
	3Q	2.60	0.97	-0.89	0.42	2.77	-0.70
Average (2011-2022)		2.28	1.67	0.68	0.05	-0.20	0.08

Source: Bureau of Economic Analysis



# U.S. Personal Savings Rate

As of August 31, 2022

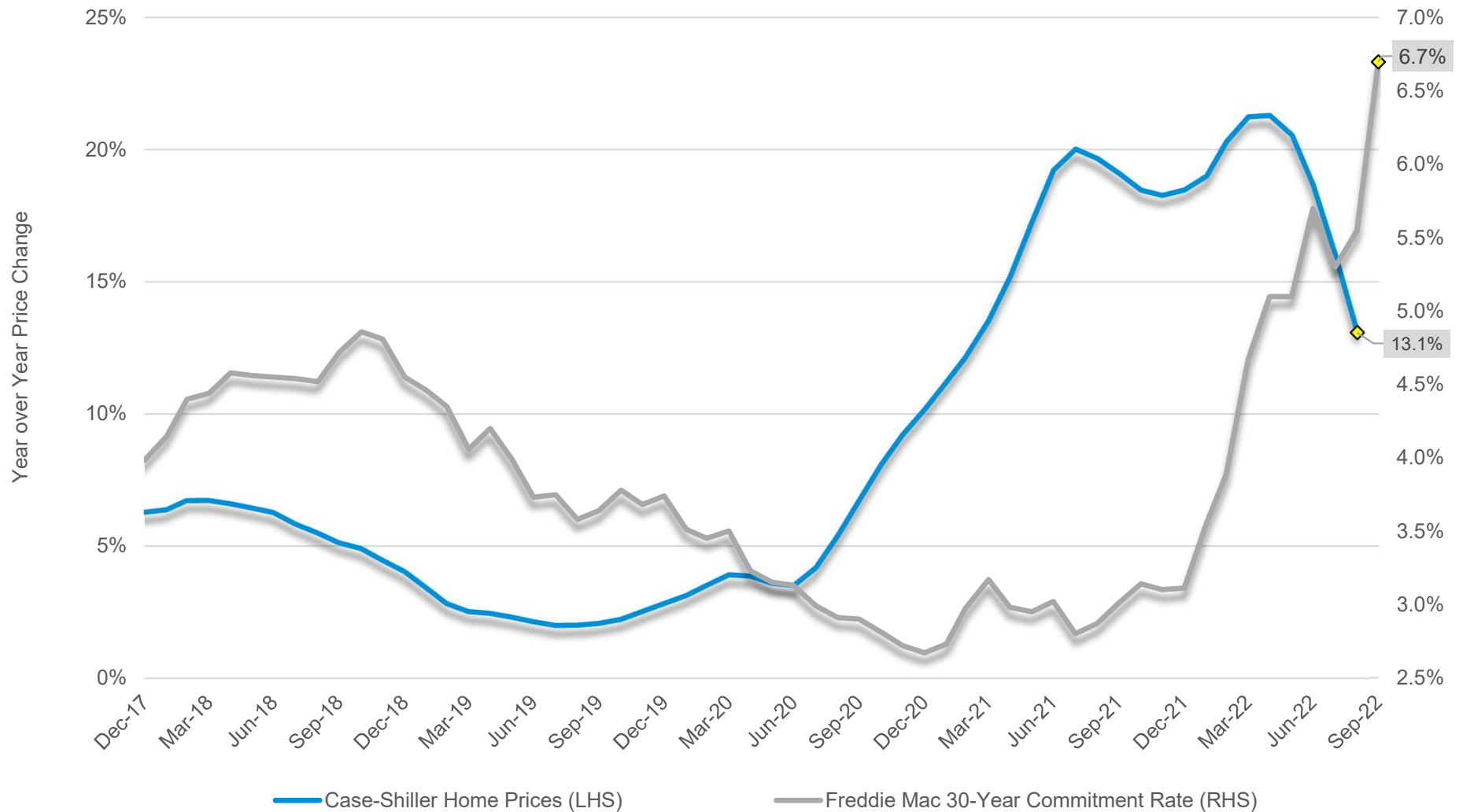


Source: Bloomberg



# Case-Shiller and Freddie Mac 30yr Mortgage Rate

As of September 30, 2022



Source: Case-Shiller, Freddie Mac



# Inflation

As of September 30, 2022

Description	Period	Sep-22	Aug-22	Jul-22	Jun-22	May-22	Apr-22	Mar-22	Feb-22	Jan-22	Dec-21	Nov-21	Oct-21	Sep-21
PCE														
Deflator	MoM	N/A	0.3	-0.1	1.0	0.6	0.2	1.0	0.6	0.5	0.5	0.6	0.6	0.3
Core Deflator	MoM	N/A	0.6	0.0	0.6	0.4	0.3	0.4	0.4	0.5	0.5	0.5	0.4	0.2
Deflator	YoY	N/A	6.2	6.4	7.0	6.5	6.4	6.8	6.4	6.1	6.0	5.9	5.2	4.7
Core Deflator	YoY	N/A	4.9	4.7	5.0	4.9	5.0	5.4	5.4	5.2	5.0	4.8	4.3	3.9
CPI														
All Items	MoM	0.4	0.1	0.0	1.3	1.0	0.3	1.2	0.8	0.6	0.6	0.7	0.9	0.4
All Items ex Food & Energy	MoM	0.6	0.6	0.3	0.7	0.6	0.6	0.3	0.5	0.6	0.6	0.5	0.6	0.3
All Items	YoY	8.2	8.3	8.5	9.1	8.6	8.3	8.5	7.9	7.5	7.0	6.8	6.2	5.4
All Items ex Food & Energy	YoY	6.6	6.3	5.9	5.9	6.0	6.2	6.5	6.4	6.0	5.5	4.9	4.6	4.0

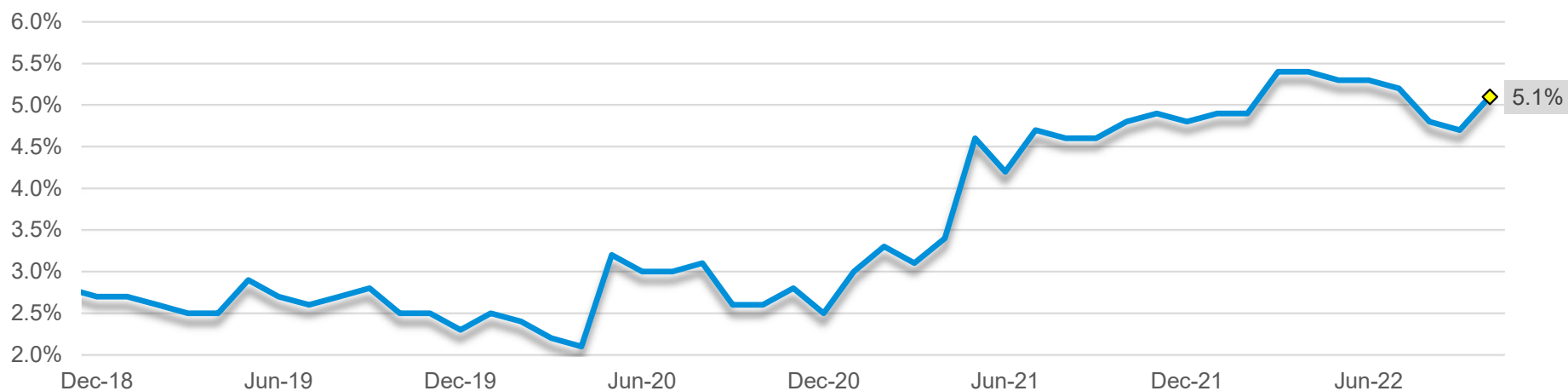
Source: Department of Labor Statistics



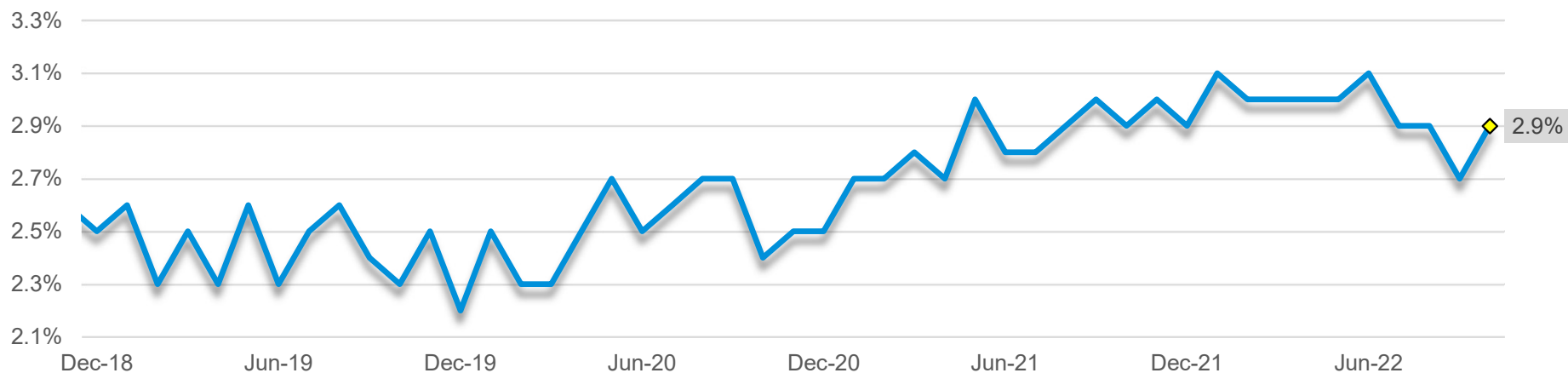
# Inflation Expectations (University of Michigan)

As of October 31, 2022

1-Year Ahead



5-10 Years Ahead

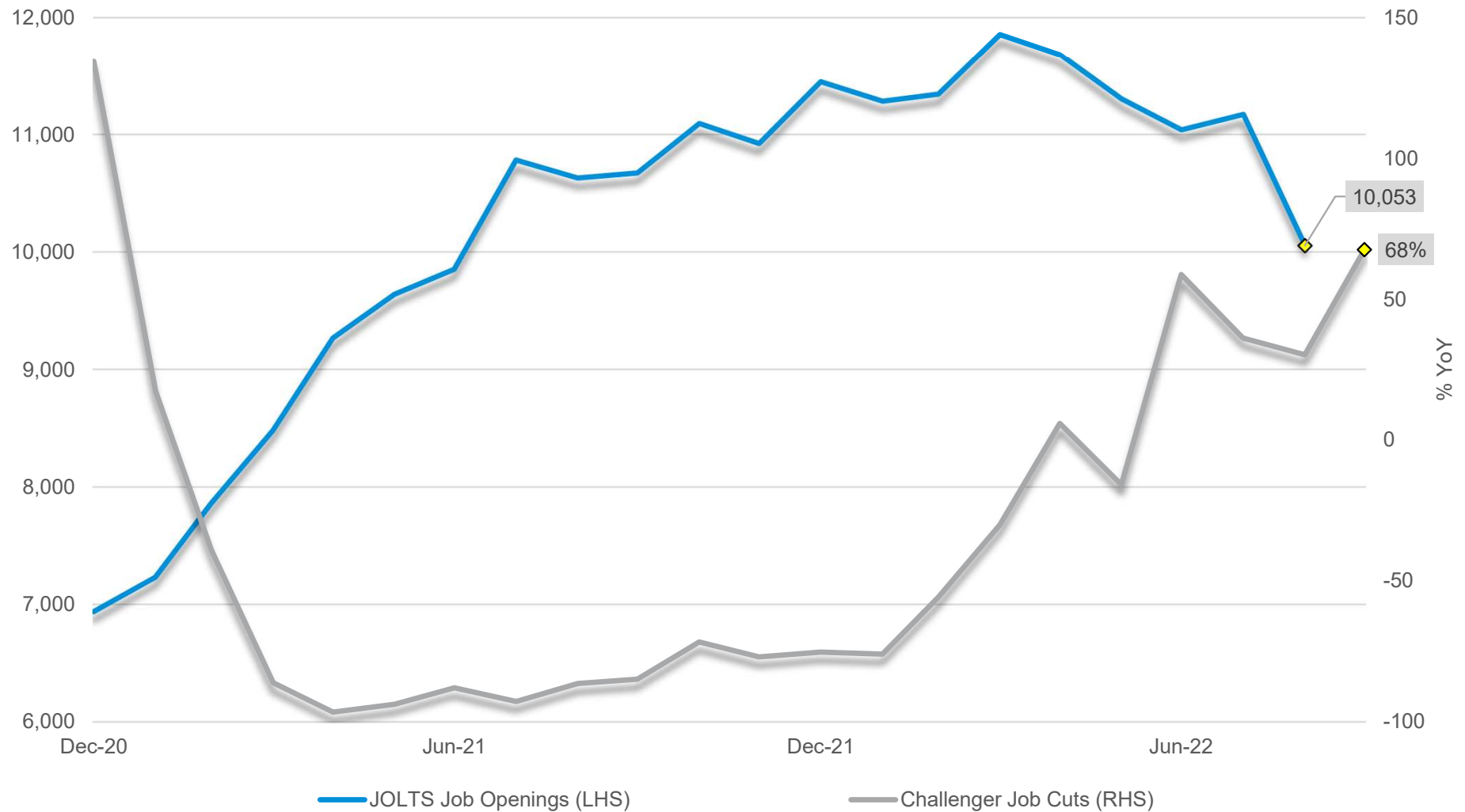


Source: University of Michigan



# Layoffs & JOLTS Job Openings

As of September 30, 2022

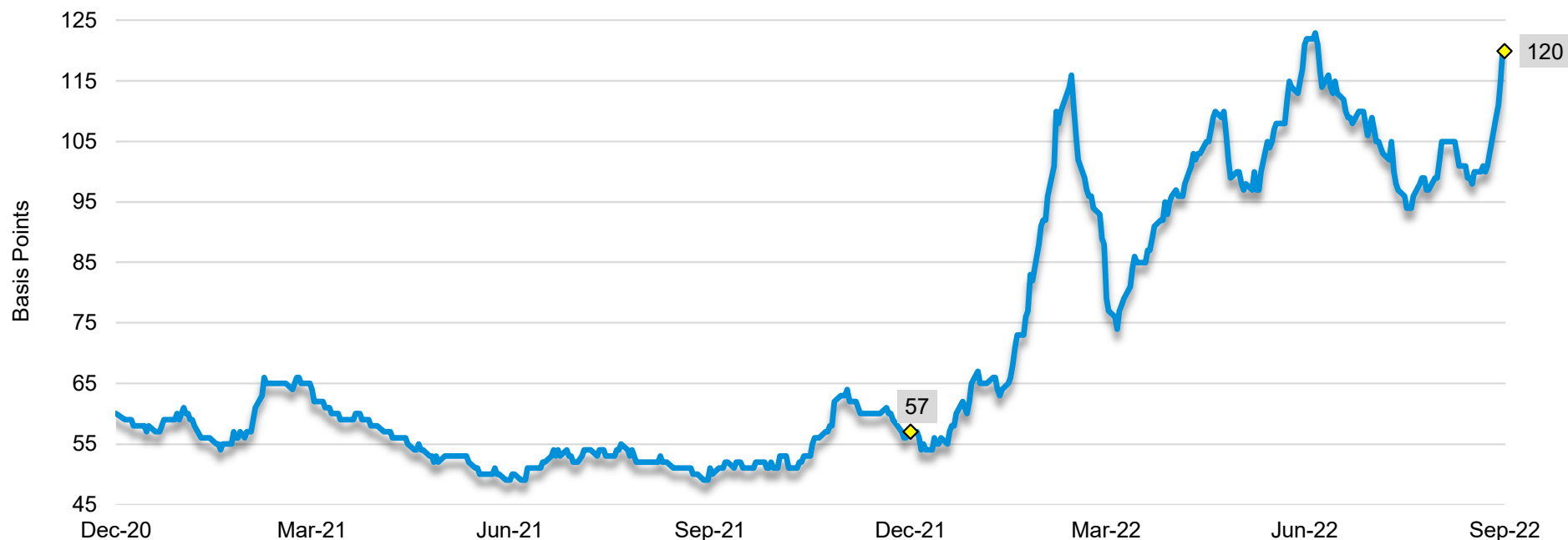


Source: Bureau of Labor Statistics, Challenger, Gray and Christmas, Inc.



# ICE BofA Corporate 1-5 Year Index

As of September 30, 2022



OAS (bps)	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Corporate (1-5)	174	70	61	65	62	196	639	166	136	227	110	89	99	121	96	61	114	61	60	57	120
Financial (1-5)	165	51	50	57	56	212	663	204	158	308	126	93	96	104	100	60	116	63	62	61	137
Industrial (1-5)	176	86	73	75	69	181	624	135	116	164	96	85	103	134	92	61	112	59	57	52	103
Utility (1-5)	236	79	63	73	71	175	576	155	131	169	110	99	89	120	101	64	126	70	63	66	119

Past performance is not indicative of future results.

Source: ICE Data Services



### 3. Portfolio Review



# Portfolio Review - 2017 Toll Revenue I-15 Project Fund

As of September 30, 2022

Characteristics	3/31/22	6/30/22	9/30/22
Yield (%)	1.45	2.82	4.19
Effective Duration (years)	0.59	0.58	0.49
Average Quality	Aa3	Aa3	Aa2
Fixed / Floating or Variable (%)	68 / 32	79 / 21	72 / 28
Market Value (\$)	\$22,929,983	\$22,904,071	\$22,944,597

Sector Distribution (%)	3/31/22	6/30/22	9/30/22
U.S. Treasury	18	15	22
Agency	0	0	3
Corporate	37	37	31
RMBS / CMBS	8	12	11
ABS	22	22	14
Municipal	8	8	13
Money Markets	7	6	6

1. Past performance is not indicative of future results.



# Portfolio Review - 2017 Toll Revenue I-15 Ramp Up Reserve

As of September 30, 2022

Characteristics	3/31/22	6/30/22	9/30/22
Yield (%)	1.78	2.90	4.17
Effective Duration (years)	1.41	1.63	1.47
Average Quality	Aaa	Aaa	Aaa
Fixed / Floating or Variable (%)	81 / 19	97 / 3	98 / 2
Market Value (\$)	\$15,384,285	\$15,326,470	\$15,139,319

Sector Distribution (%)	3/31/22	6/30/22	9/30/22
U.S. Treasury	72	68	62
Agency	4	5	6
RMBS	17	16	16
CMBS	6	11	10
Money Markets	1	0	6

1. Past performance is not indicative of future results.



# Portfolio Review - Debt Reserve Fund

As of September 30, 2022

Characteristics	3/31/22	6/30/22	9/30/22
Yield (%)	1.55	2.66	4.13
Effective Duration (years)	1.75	1.67	1.64
Average Quality	Aaa	Aaa	Aaa
Fixed / Floating or Variable (%)	57 / 43	67 / 33	68 / 32
Market Value (\$)	\$12,238,283	\$12,206,122	\$12,242,526

Sector Distribution (%)	3/31/22	6/30/22	9/30/22
U.S. Treasury	59	58	57
Agency	4	4	5
RMBS	17	17	15
CMBS	19	21	22
Money Markets	1	0	1

1. Past performance is not indicative of future results.



# Portfolio Review - 2021 Series B Reserve Account

As of September 30, 2022

Characteristics	3/31/22	6/30/22	9/30/22
Yield (%)	1.27	2.80	4.17
Effective Duration (years)	0.71	1.19	1.54
Average Quality	Aa1	Aa1	Aa1
Fixed / Floating or Variable (%)	50 / 50	68 / 32	74 / 26
Market Value (\$)	\$36,133,053	\$36,181,846	\$36,593,563

Sector Distribution (%)	3/31/22	6/30/22	9/30/22
U.S. Treasury	35	17	16
Agency	1	2	2
Corporate	13	21	17
RMBS	7	9	13
CMBS	5	16	24
ABS	29	26	15
Municipal	9	9	6
Money Markets	1	0	7

1. Past performance is not indicative of future results.



# Portfolio Review - 2021 Series C Reserve Account

As of September 30, 2022

Characteristics	3/31/22	6/30/22	9/30/22
Yield (%)	2.06	2.99	4.36
Effective Duration (years)	1.96	1.74	1.88
Average Quality	Aaa	Aa1	Aa1
Fixed / Floating or Variable (%)	83 / 17	85 / 15	85 / 15
Market Value (\$)	\$7,210,141	\$7,157,260	\$7,269,186

Sector Distribution (%)	3/31/22	6/30/22	9/30/22
U.S. Treasury	1	3	14
Agency	1	2	2
Corporate	11	12	17
RMBS	33	30	27
CMBS	25	26	25
ABS	20	18	10
Municipal	9	9	5
Money Markets	0	0	0

1. Past performance is not indicative of future results.



# Portfolio Performance<sup>1</sup>

As of September 30, 2022

Portfolio/Benchmark Returns (%) <sup>1</sup>	Duration (Years)	QTD	YTD	1-Year	Annualized Since Inception	Portfolio Inception
2017 Toll Revenue I-15 Project Fund (Gross)	0.49	0.18	-0.38	-0.42	1.11	8/1/2017
2017 Toll Revenue I-15 Ramp Up Reserve (Gross)	1.47	-1.22	-3.31	-3.69	0.85	1/1/2018
Total Debt Reserve Fund (Gross)	1.64	-1.31	-3.41	-3.85	1.76	7/2/2013
Total 2021 Series B Reserve Account (Gross)	1.54	-1.03	-1.61	-	-	11/1/2021
Total 2021 Series C Reserve Account (Gross)	1.88	-1.48	-4.45	-	-	11/1/2021
ICE BofA U.S. Treasury Index 0-1 Year <sup>2</sup>	0.50	0.16	-0.16	-0.21	-	
ICE BofA U.S. Treasury Index 0-2 Year <sup>2</sup>	0.98	-0.48	-1.81	-2.03	-	
ICE BofA U.S. Treasury Index 1-3 Year <sup>2</sup>	1.83	-1.49	-4.33	-4.86	-	
ICE BofA U.S. Treasury Index 3-7 Year <sup>2</sup>	4.41	-3.79	-10.34	-11.08	-	

1. Past performance is not indicative of future results. Performance for periods greater than one year are annualized. The Since Inception performance returns of the portfolio is as of the first full month following the funding date. The performance benchmarks shown are the ICE BofA 0-1 Year U.S. Treasury Index tracks the performance of US dollar denominated sovereign debt publicly issued by the US government in its domestic market with maturities less than a year, the ICE BofA 0-2 Year U.S. Treasury Index, which is a broad-based index that measures short-term Treasury Notes and Bonds with a maturity range between zero and two years, the ICE BofA 1-3 Year U.S. Treasury Index, which is a broad-based index that measures short-term Treasury Notes and Bonds with a maturity range between one and three years and the ICE BofA 3-7 Year U.S. Treasury Index, which is a broad-based index consisting of U.S. Treasury securities with an outstanding par greater or equal to \$1 billion and a maturity range from three to seven years, and are presented for discussion purposes only. <sup>2</sup> Prior to 1/1/2022 reflects 3:00pm pricing.



## 4. Appendix



# Disclosures

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# End Notes

## Explanatory Note

The following information is relevant to an understanding of our assets under management ("AUM"). Our definitions may differ from those used by other companies.

**Total Assets Under Management** ("Total AUM") is comprised of GA AUM plus Institutional Client AUM (each, as defined below).

**General Account AUM** ("GA AUM") is used by MetLife to describe assets in its general account ("GA") investment portfolio which are actively managed and stated at estimated fair value. GA AUM is comprised of GA total investments and cash and cash equivalents, excluding policy loans, other invested assets, contractholder-directed equity securities and fair value option securities, as substantially all of these assets are not actively managed in MetLife's GA investment portfolio. Mortgage loans (including commercial, agricultural and residential) and real estate and real estate joint ventures included in GA AUM (at net asset value, net of deduction for encumbering debt) have been adjusted from carrying value to estimated fair value. Classification of GA AUM by sector is based on the nature and characteristics of the underlying investments which can vary from how they are classified under GAAP. Accordingly, the underlying investments within certain real estate and real estate joint ventures that are primarily commercial mortgage loans (at net asset value, net of deduction for encumbering debt) have been reclassified to exclude them from real estate equity and include them as commercial mortgage loans.

**Institutional Client AUM** is comprised of SA AUM plus TP AUM (each, as defined below). MIM manages Institutional Client AUM in accordance with client guidelines contained in each investment contract ("Mandates").

**Separate Account AUM** ("SA AUM") is comprised of separate account investment portfolios of MetLife insurance companies, which are managed by MetLife and included in MetLife, Inc.'s consolidated financial statements at estimated fair value.

**Third Party AUM** ("TP AUM") is comprised of non-proprietary assets managed by MetLife on behalf of unaffiliated/third party clients, which are stated at estimated fair value. Such non-proprietary assets are owned by unaffiliated/third-party clients and, accordingly, are not included in MetLife, Inc.'s consolidated financial statements.

Additional information about MetLife's general account investment portfolio is available in MetLife, Inc.'s quarterly financial materials for the quarter ended December 31, 2020, which may be accessed through MetLife's Investor Relations web page at <https://investor.metlife.com>.





**MetLife  
Investment  
Management**



# Payden & Rygel

## QUARTERLY PORTFOLIO REVIEW

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**3<sup>rd</sup> Quarter 2022**



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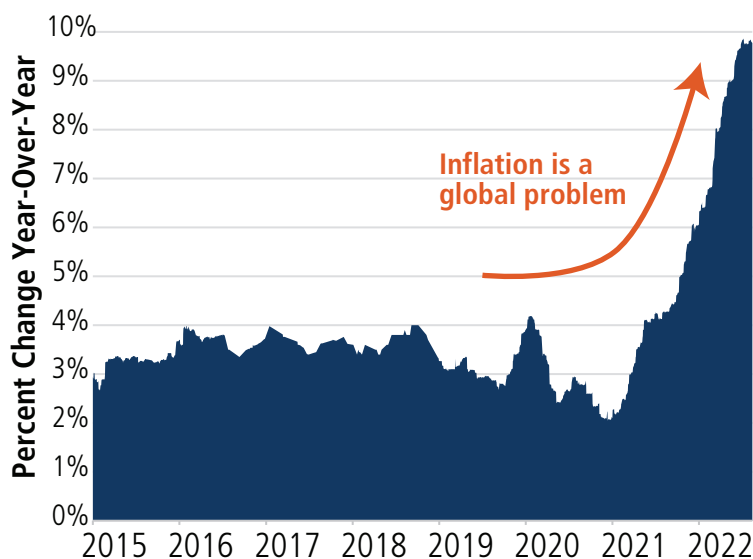


*From the desk of Joan Payden:*

- » Thirty-nine years ago, Payden & Rygel opened its door for operation in downtown Los Angeles. A lot has changed, but then again, not much has changed!
- » Like 39 years ago, inflation is quite high globally, and central banks are hiking rates to “whip inflation right now.”
- » Central bank rate hikes have resulted in the worst start to a year on record for bond and 60/40 “balanced” portfolios.
- » Also, like in the early 1980s, the US dollar is strengthening. Since the world is more globalized than ever and the US dollar remains the world reserve currency, many developed and emerging economies are feeling the strain.
- » What’s different? Unlike during the early 1980s, unemployment rates are low or falling worldwide. We aren’t (yet) in stagflation.
- » Also, there is a more robust menu of options within the global fixed income and equity-income space for client portfolios.

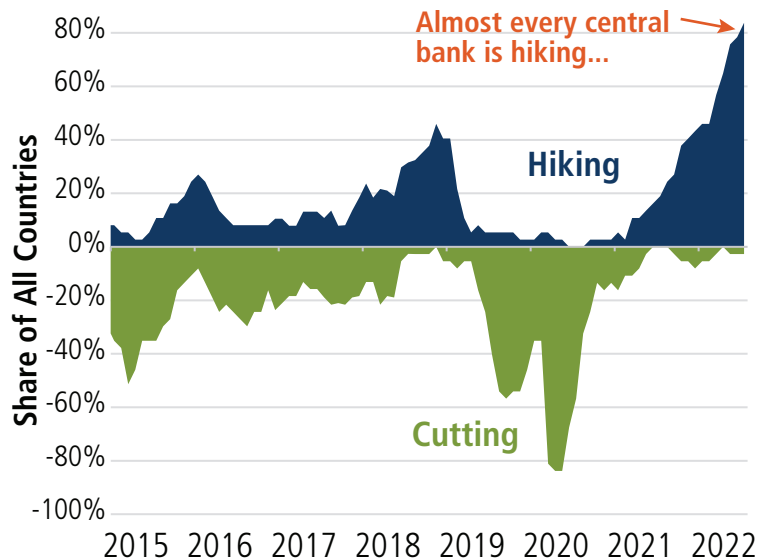
## TOUGH MEDICINE: GLOBAL CENTRAL BANKS HAVE TO HIKE TO STOP INFLATION

GLOBAL HEADLINE INFLATION (WEIGHTED AS A SHARE OF COUNTRIES’ GLOBAL GDP)



Source: Bloomberg

SHARE OF GLOBAL CENTRAL BANKS HIKE OR CUTTING RATES



Source: BIS, Payden Calculations

## MARKET THEMES FOR Q3

- » Interest rates soared globally. In many countries, short-term rates (e.g., two-year note yields) rose more than longer-term rates, resulting in “inverted” yield curves.
- » Most currencies weakened versus the U.S. dollar, highlighted by the euro’s fall below parity and the British pound’s drop to historical lows.
- » Equities fell worldwide, led by Europe. Fixed income credit sectors outperformed government bonds, helped by strong demand for credit with higher overall yields.
- » Emerging market and sub-investment grade corporate bonds outpaced most asset classes, though investors preferred higher-quality issuers.

## OUTLOOK

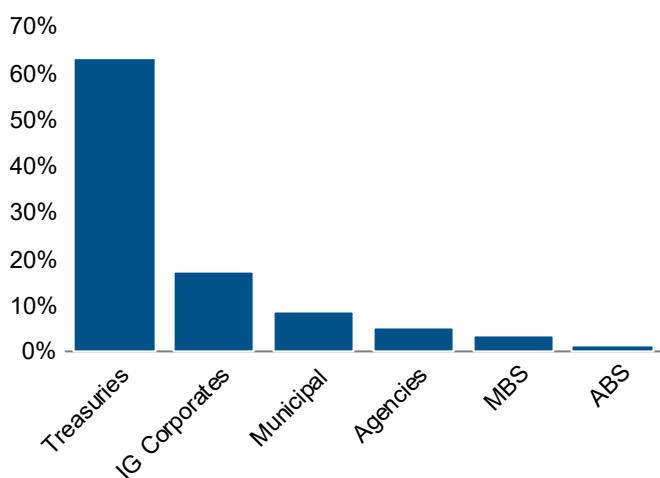
- » With persistently high inflation worldwide, most central banks will continue hiking interest rates in the year’s final quarter.
- » Central banks may pause in 2023 to assess the effects of tighter monetary policy, giving financial markets a reprieve.



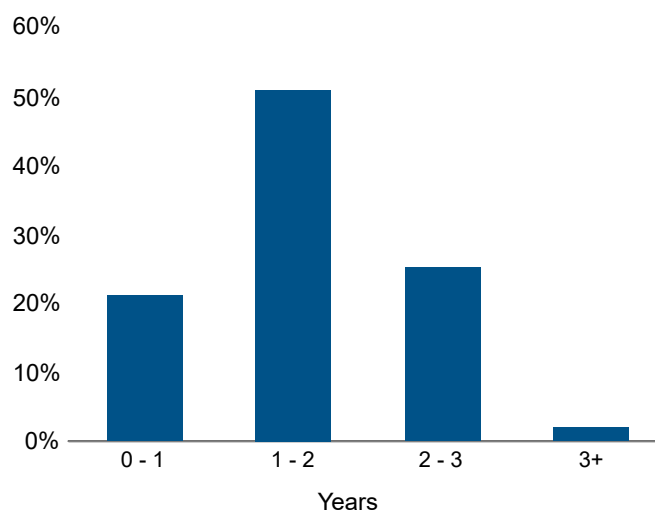
### PORTFOLIO CHARACTERISTICS (As of 9/30/2022)

Portfolio Market Value	\$53.7 million
Weighted Average Credit Quality	AA+
Weighted Average Duration	1.57 years
Weighted Average Yield to Maturity	4.32%

### SECTOR ALLOCATION



### DURATION DISTRIBUTION



### PORTFOLIO RETURNS - Periods Ending 9/30/2022

	3rd Quarter	Trailing 1 Yr	Trailing 3 Yr	Trailing 5 Yr
<b>RCTC Operating Portfolio</b>	<b>-1.07%</b>	<b>-3.85%</b>	<b>0.01%</b>	<b>0.98%</b>
ICE BofA 1-3 Year US Treasury Index	-1.56%	-4.86%	-0.48%	0.57%

*Periods over one year are annualized*





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CONFIDENCE WITH AN  
UNWAVERING COMMITMENT  
TO OUR CLIENTS' NEEDS.**

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## **OUR STRATEGIES**

### **Multi-Sector**

**Short Maturity Bonds**

**U.S. Core Bond**

**Absolute Return Fixed Income**

**Strategic Income**

**Global Fixed Income**

**Liability Driven Investing**

### **Sector-Specific**

**Emerging Markets Debt**

**Government/Sovereign**

**High Yield Bonds & Loans**

**Inflation-Linked/TIPS**

**Investment Grade Corporate Bonds**

**Municipal Bonds (U.S.)**

**Securitized Bonds**

### **Income-Focused Equities**

**Equity Income**

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**Collective Trusts ("CITs") – Customized Solutions**

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#### **LOS ANGELES**

333 South Grand Avenue  
Los Angeles, California 90071  
213 625-1900

#### **BOSTON**

265 Franklin Street  
Boston, Massachusetts 02110  
617 807-1990

#### **LONDON**

1 Bartholmew Lane  
London EC2N 2AX UK  
+44 (0) 20-7621-3000

#### **MILAN**

Corso Matteotti, 1  
20121 Milan, Italy  
+39 02 76067111



# COUNTY OF RIVERSIDE

## TREASURER-TAX COLLECTOR'S

### MANAGED BY

**Matt Jennings**

**Treasurer-Tax Collector**

Giovane Pizano

Assistant Treasurer

John Byerly

Chief Investment Officer

Steve Faeth

Senior Investment Officer

Isela Licea

Investment Officer

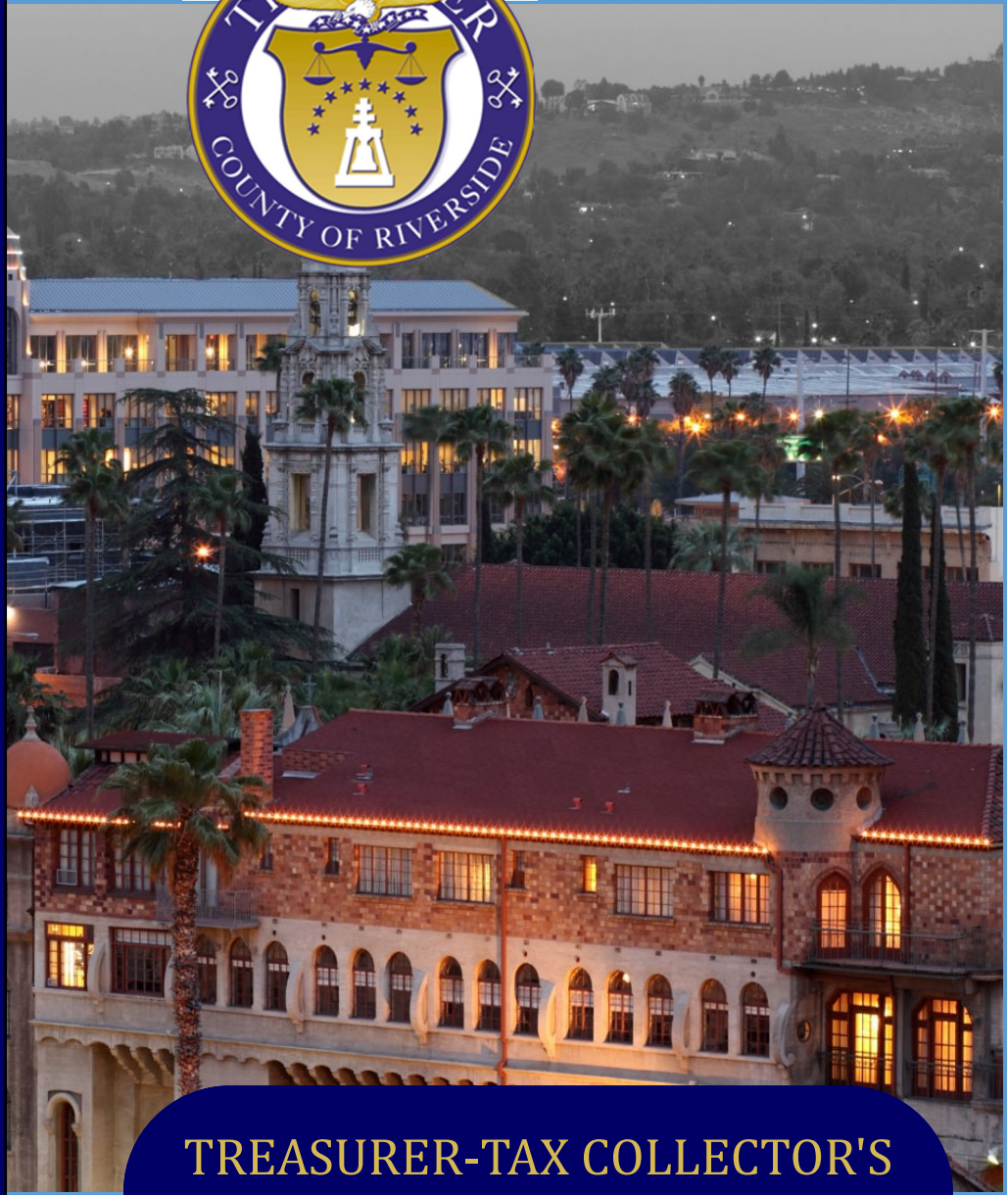
COUNTY ADMINISTRATIVE CENTER

4080 LEMON STREET,

4TH FLOOR,

RIVERSIDE, CA 92502-2205

[WWW.COUNTYTREASURER.ORG](http://WWW.COUNTYTREASURER.ORG)



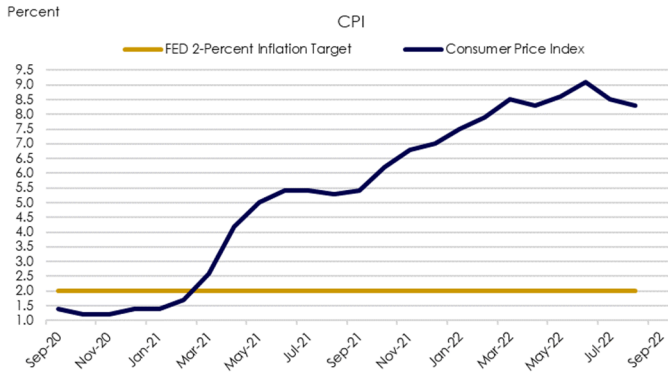
## TREASURER-TAX COLLECTOR'S POOLED INVESTMENT FUND

# September 2022 REPORT

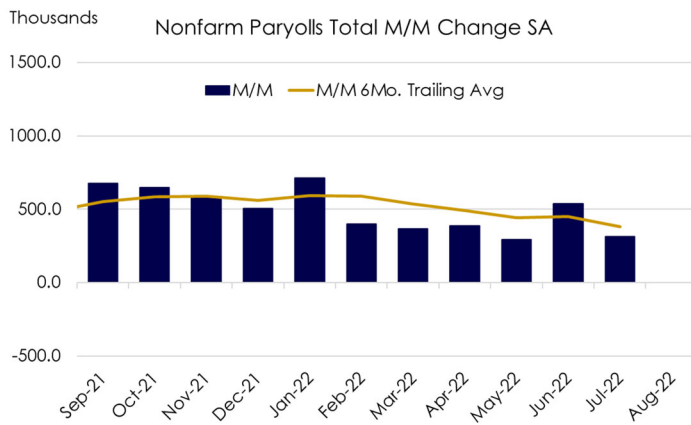


# INFLATION FIGHT CONTINUES

September saw inflation readings continue to come in on the high side. The Consumer Price Index released mid-month was up 8.3%, far from the Fed's desired rate of 2.00%. In response to the persistently high inflation reading, the Fed increased the Federal Funds Rate to a range of 3.00% - 3.25% on September 21st, a 75-basis point jump, the third consecutive increase of that magnitude.



Things were more positive than expected for employment. Non-farm payrolls added 315,000 which beat expectations of 298,000.



Federal Reserve Chair Jerome Powell's public comments, reaffirming the Fed's dedication to stamp out inflation, encouraged investors who now estimate the Fed will continue raising rates to nearly 5.00% to slow the economy by cooling the overheated demand for goods.

The housing sector has already begun slowing due to higher rates. Higher mortgage rates are limiting the purchasing power of homebuyers, with the National Association of Home Builders Index now down to 46, the ninth straight monthly decline. The index peaked at 90 in late November of 2020. A reading below 50 indicates that more builders report conditions as 'poor' than those who see conditions as 'good'. Even Riverside County, one of the hottest real estate markets in the country over the past 3 years, is seeing a slowdown. In our County, the most recent annual price gain has dropped to 7.4% versus increases as high as 24% during the peak of the boom. Prices may even begin to show a decline as the next few months pass, considering current data shows activity from late summer.

In the bond market, September saw 2-year Treasury yields start the month at 3.50% and end the month at 4.28%. 5-year Treasury yields began the month at 3.40% and ended at 4.09%. Stocks declined in September, with the Dow Jones Industrial Average beginning the month at 31,500 and ending at 28,725.

Matt Jennings

Treasurer-Tax Collector



## Treasurer Tax-Collector Statement

The Treasurer's Pooled Investment Fund is comprised of contributions from the county, schools, special districts, and other discretionary depositors throughout the County of Riverside. The primary objective of the Treasurer shall be to **safeguard the principal** of the funds under the Treasurer's control, meet the **liquidity needs** of the depositor, and to maximize a **return on the funds** within the given parameters.

The Treasurer-Tax Collector and the Capital Markets team are committed to maintaining the highest credit ratings. The Treasurer's Pooled Investment Fund is currently rated **Aaa-bf** by **Moody's Investor Service** and **AAAf/S1** by **Fitch Ratings**, two of the nation's most trusted bond credit rating services.

Since its inception, the Treasurer's Pooled Investment Fund has been in **full compliance** with the Treasurer's Statement of Investment Policy, which is more restrictive than California Government Code 53646.

## PORTFOLIO SUMMARY

Month End Values \$ are

Expressed in 000,000	Sep-22	Mar-22	Sep-21
Principal Value	\$ 11,388.37	\$ 11,359.75	\$ 9,562.12
Market Value*	11,069.50	11,224.94	9,560.64
Book Value*	11,402.43	11,359.75	9,562.12
Unrealized Gain/Loss*	(332.93)	(134.81)	(1.48)
Paper Gain or Loss %	-2.920%	-1.187%	-0.015%
Yield	1.76	0.56	0.28
WAM (Yrs)	1.27	1.17	1.19

\* Market values do not include accrued interest.

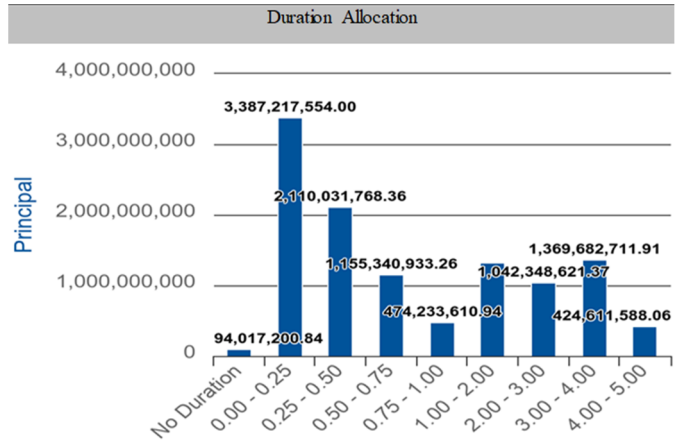
\* Book Value is amount paid changed by amortization. Accretion, adjustments, write downs

\* Unrealized Gain/Loss is Market Value - Book Value

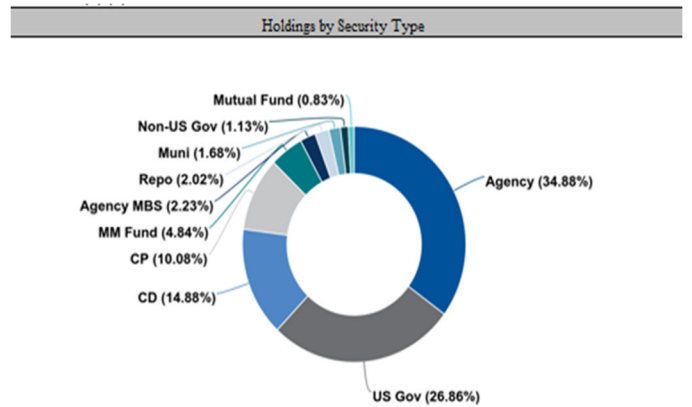


# TPIF STATS

Composite Credit Ratings			
Rating	Market Value	Moody's Rating	Fitch Rating
AAA	5,834,041,920.13	Aaa	AAA
AA+	300,748,507.72	Aaa	AAA
AA	86,173,381.80	Aa2	AA
NA	469,567,955.33	NA	NA
A-1+	4,378,973,819.55	P-1	AAA
AAA	11,069,505,584.53	Aaa	AAA



Holdings by Security Type					
Security Type Category	Days to Final Maturity	Par Value	Market Price	Yield	Principal
Agency CMO	445	66,364,591.12	98.7049	3.416	66,035,853.95
Mutual Fund	---	93,213,169.12	1.0086	---	94,017,200.84
Non-US Gov	695	128,895,000.00	93.4560	0.737	128,730,013.14
Muni	690	190,335,000.00	95.5731	1.520	191,185,815.00
Repo	3	230,000,000.00	100.0000	2.950	230,000,000.00
Agency MBS	779	255,748,944.34	96.9677	3.462	253,589,463.16
MM Fund	0	550,955,016.99	1.0000	2.914	550,990,000.99
CP	56	1,157,066,000.00	99.5135	2.493	1,147,673,093.74
CD	110	1,695,000,000.00	100.0001	2.151	1,695,002,456.82
US Gov	426	3,070,000,000.00	97.0449	1.195	3,059,018,008.14
Agency	817	3,999,744,250.00	93.8835	1.491	3,972,131,101.06



Total	464	11,437,321,971.56	91.2002	1.758	11,388,373,006.85
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Month	Monthly Receipts	Monthly Disbursements	Difference	Required Matured Investments	Balance	Actual Investments Maturing	Available to Invest > 1 Year
10/2022					76.10		
10/2022	1,500.00	1,700.00	-200.00	123.90	0.00	1,891.72	
11/2022	1,600.00	1,700.00	-100.00	100.00	0.00	930.00	
12/2022	3,500.00	1,800.00	1700.00		1,700.00	113.25	
01/2023	1,600.00	2,400.00	-800.00		900.00	1,370.80	
02/2023	1,500.00	1,800.00	-300.00		600.00	510.56	
03/2023	2,350.00	1,800.00	550.00		1,150.00	411.75	
04/2023	2,750.00	2,070.00	680.00		1,830.00	73.43	
05/2023	1,600.00	2,500.00	-900.00		930.00	767.19	
06/2023	2,300.00	2,400.00	-100.00		830.00	365.00	
07/2023	1,400.00	2,100.00	-700.00		130.00	94.64	
08/2023	1,800.00	1,600.00	200.00		330.00	147.69	
09/2023	2,100.00	1,750.00	350.00		680.00	150.50	
TOTALS	24,000.00	23,620.00	380.00	223.90	9,156.10	6,826.52	11,164.47
				1.97%		59.94%	98.03%

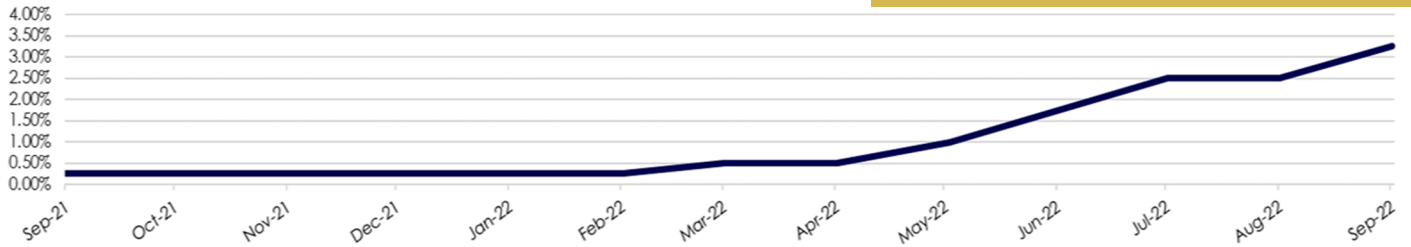


# FIXED INCOME MARKETS

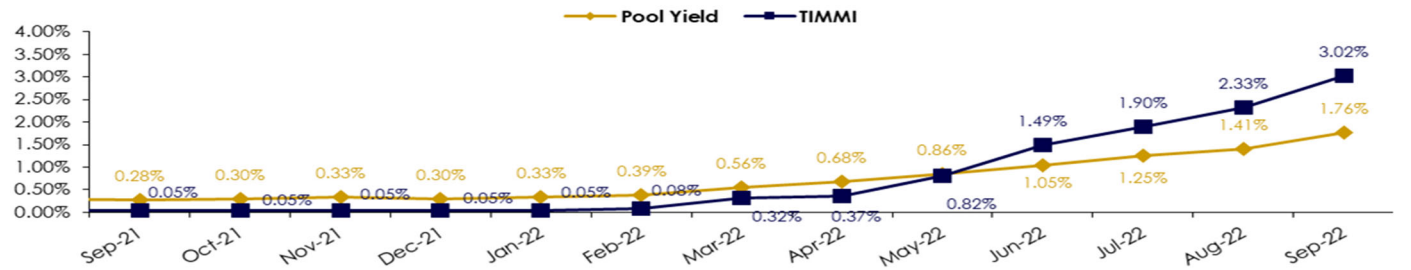
## FED FUNDS RATE

Fed Fund Rate: 3.00% to 3.25%

Next FOMC Scheduled Meeting: 11/02/2022



## TIMMI



The Treasurer's Institutional Money Market Index (TIMMI) is a composite index of four AAA rated prime institutional money market funds.

Their average yield is compared to the yield of the Treasurer's Pooled Investment Fund in the above graph.

## US Treasury Market



US Treasury Yield Curve	3 Mo	6 Mo	1 Yr	2 Yr	3 Yr	5 Yr	10 Yr	30 Yr
09/30/2022 - 09/01/2022	0.36	0.58	0.54	0.71	0.71	0.67	0.57	0.42
09/30/2022	3.33	3.92	4.05	4.22	4.25	4.06	3.83	3.79
09/01/2022	2.97	3.34	3.51	3.51	3.54	3.39	3.26	3.37



## Compliance Status: Full Compliance

The Treasurer's Pooled Investment Fund was in full compliance with the County of Riverside's Treasurer's Statement of Investment Policy. The County's Statement of Investment Policy is more restrictive than California Government Code 53646. The County's Investment Policy is reviewed annually by the County of Riverside's Oversight Committee and approved by the Board of Supervisors.

Investment Category	GOVERNMENT CODE			COUNTY INVESTMENT POLICY			Actual %
	Maximum Maturity	Authorized % Limit	S&P/ Moody's	Maximum Maturity	Authorized % Limit	S&P/ Moody's	
<b>MUNICIPAL BONDS (MUNI)</b>	5 YEARS	NO LIMIT	NA	4 YEARS	15%	AA-/Aa3/AA-	<b>1.68%</b>
<b>U.S. TREASURIES</b>	5 YEARS	NO LIMIT	NA	5 YEARS	100%	NA	<b>26.86%</b>
<b>LOCAL AGENCY OBLIGATIONS (LAO)</b>	5 YEARS	NO LIMIT	NA	3 YEARS	2.50%	INVESTMENT GRADE	<b>0.00%</b>
<b>FEDERAL AGENCIES</b>	5 YEARS	NO LIMIT	AAA	5 YEARS	100%	NA	<b>37.11%</b>
<b>COMMERCIAL PAPER (CP)</b>	270 DAYS	40%	A1/P1	270 DAYS	40%	A1/P1/F1	<b>10.08%</b>
<b>CERTIFICATE &amp; TIME DEPOSITS (NCD &amp; TCD)</b>	5 YEARS	30%	NA	1 YEAR	25% Combined	A1/P1/F1	<b>14.88%</b>
<b>INT'L BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INT'L FINANCE CORPORATION</b>	NA	NA	NA	4 YEARS	20%	AA/Aa/AA	<b>1.13%</b>
<b>REPURCHASE AGREEMENTS (REPO)</b>	1 YEARS	NO LIMIT	NA	45 DAYS	40% max, 25% in term repo over 7 days	A1/P1/F1	<b>2.02%</b>
<b>REVERSE REPOS</b>	92 DAYS	20%	NA	60 DAYS	10%	NA	<b>0.00%</b>
<b>MEDIUM TERM NOTES (MTNO)</b>	5 YEARS	30%	A	3 YEARS	20%	AA/Aa2/AA	<b>0.00%</b>
<b>CALTRUST SHORT TERM FUND</b>	NA	NA	NA	DAILY LIQUIDITY	1.00%	NA	<b>0.82%</b>
<b>MONEY MARKET MUTUAL FUNDS (MMF)</b>	60 DAYS <sup>(1)</sup>	20%	AAA/Aaa <sup>(2)</sup>	DAILY LIQUIDITY	20%	AAA by 2 Of 3 RATINGS AGC.	<b>4.84%</b>
<b>LOCAL AGENCY INVESTMENT FUND (LAIF)</b>	NA	NA	NA	DAILY LIQUIDITY	Max \$50 million	NA	<b>0.00%</b>
<b>CASH/DEPOSIT ACCOUNT</b>	NA	NA	NA	NA	NA	NA	<b>0.00%</b>



Agency AGCY BOND		Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
3130ATHV2	FEDERAL HOME LOAN BANKS	4.312		100.0688	09/11/2026	1,000,000.00	1,000,688.00	997,784.61		2,903.39
3133EKQA7	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.693		95.8108	09/10/2024	2,064,000.00	1,977,534.91	2,079,030.13		(101,495.22)
3135GA2P5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.356		94.0132	05/03/2024	3,500,000.00	3,290,462.00	3,499,680.26		(209,218.26)
3136G4P31	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.450		93.0291	08/19/2024	3,701,000.00	3,443,006.99	3,701,000.00		(257,993.01)
3134GW4C7	FEDERAL HOME LOAN MORTGAGE CORP	3.488		87.2750	10/27/2026	5,000,000.00	4,363,750.00	4,494,878.89		(131,128.89)
3130ATFH5	FEDERAL HOME LOAN BANKS	3.941		98.2704	09/11/2026	5,000,000.00	4,913,520.00	4,965,477.37		(51,957.37)
3133ENH45	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.294		96.0314	08/24/2026	5,000,000.00	4,801,570.00	4,969,374.78		(167,804.78)
3133ENKS8	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.202		93.1343	01/06/2025	5,000,000.00	4,656,715.00	4,991,461.96		(334,746.96)
3130AL2G8	FEDERAL HOME LOAN BANKS	0.615		88.4534	02/18/2026	5,000,000.00	4,422,670.00	4,997,460.16		(574,790.16)
3133ENH45	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.137		96.0314	08/24/2026	5,000,000.00	4,801,570.00	4,997,856.73		(196,286.73)
3133ENPY0	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.764		94.1482	02/25/2025	5,000,000.00	4,707,410.00	4,998,397.81		(290,987.81)
3133ELN9J	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.542		96.3315	02/28/2024	5,000,000.00	4,816,575.00	5,000,000.00		(183,425.00)
3134GVWM6	FEDERAL HOME LOAN MORTGAGE CORP	0.730		90.9572	05/28/2025	5,000,000.00	4,547,860.00	5,000,000.00		(452,140.00)
3136G4XK4	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.650		90.4686	06/30/2025	5,000,000.00	4,523,430.00	5,000,000.00		(476,570.00)
3134GVSR5	FEDERAL HOME LOAN MORTGAGE CORP	0.570		93.5759	07/15/2024	5,000,000.00	4,678,795.00	5,000,000.00		(321,205.00)
3136G42F9	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.625		89.9182	08/27/2025	5,000,000.00	4,495,910.00	5,000,000.00		(504,090.00)
3136G46N8	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.600		89.3133	10/29/2025	5,000,000.00	4,465,665.00	5,000,000.00		(534,335.00)
3135G06F5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.310		95.7768	11/16/2023	5,000,000.00	4,788,840.00	5,000,000.00		(211,160.00)
3134GXBM5	FEDERAL HOME LOAN MORTGAGE CORP	0.600		89.2777	11/12/2025	5,000,000.00	4,463,885.00	5,000,000.00		(536,115.00)
3134GXBM5	FEDERAL HOME LOAN MORTGAGE CORP	0.600		89.2777	11/12/2025	5,000,000.00	4,463,885.00	5,000,000.00		(536,115.00)
3135GA2Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.560		89.1220	11/17/2025	5,000,000.00	4,456,100.00	5,000,000.00		(543,900.00)
3135GA2Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.560		89.1220	11/17/2025	5,000,000.00	4,456,100.00	5,000,000.00		(543,900.00)
3133EMPL5	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.320		91.5178	12/23/2024	5,000,000.00	4,575,890.00	5,000,000.00		(424,110.00)
3130ALF25	FEDERAL HOME LOAN BANKS	0.400		91.9452	11/26/2024	5,000,000.00	4,597,260.00	5,000,000.00		(402,740.00)
3130ALFN9	FEDERAL HOME LOAN BANKS	0.550		89.7337	08/25/2025	5,000,000.00	4,486,685.00	5,000,000.00		(513,315.00)
3133EMSC7	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.480		91.1891	03/03/2025	5,000,000.00	4,559,455.00	5,000,000.00		(440,545.00)
3133EMZS4	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.900		88.7459	05/18/2026	5,000,000.00	4,437,295.00	5,000,000.00		(562,705.00)
3130AMJN3	FEDERAL HOME LOAN BANKS	1.030		89.1106	05/26/2026	5,000,000.00	4,455,530.00	5,000,000.00		(544,470.00)
3136G46S7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.560		89.2081	10/28/2025	5,000,000.00	4,460,405.00	5,000,000.00		(539,595.00)
3134GWTG1	FEDERAL HOME LOAN MORTGAGE CORP	0.600		89.5525	09/30/2025	5,000,000.00	4,477,625.00	5,000,000.00		(522,375.00)
3134GWP91	FEDERAL HOME LOAN MORTGAGE CORP	0.500		90.2128	06/16/2025	5,000,000.00	4,510,640.00	5,000,000.00		(489,360.00)
3136G4XZ1	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.740		90.6988	06/30/2025	5,000,000.00	4,534,940.00	5,000,000.00		(465,060.00)
3130AMMZ2	FEDERAL HOME LOAN BANKS	1.000		88.9127	06/10/2026	5,000,000.00	4,445,635.00	5,000,000.00		(554,365.00)
3134GV3A4	FEDERAL HOME LOAN MORTGAGE CORP	0.500		93.5680	07/01/2024	5,000,000.00	4,678,400.00	5,000,000.00		(321,600.00)
3130AQRH8	FEDERAL HOME LOAN BANKS	2.000		90.9922	02/25/2027	5,000,000.00	4,549,610.00	5,000,000.00		(450,390.00)
3130AQRH8	FEDERAL HOME LOAN BANKS	2.000		90.9922	02/25/2027	5,000,000.00	4,549,610.00	5,000,000.00		(450,390.00)
3130AR4V0	FEDERAL HOME LOAN BANKS	2.150		94.8088	03/14/2025	5,000,000.00	4,740,440.00	5,000,000.00		(259,560.00)
3130AR6U0	FEDERAL HOME LOAN BANKS	2.500		92.5984	03/22/2027	5,000,000.00	4,629,920.00	5,000,000.00		(370,080.00)
3130AR7D7	FEDERAL HOME LOAN BANKS	2.050		94.5347	03/25/2025	5,000,000.00	4,726,735.00	5,000,000.00		(273,265.00)
3130ATBV8	FEDERAL HOME LOAN BANKS	4.150		97.6787	09/29/2027	5,000,000.00	4,883,935.00	5,000,000.00		(116,065.00)
3130ATBV8	FEDERAL HOME LOAN BANKS	4.150		97.6787	09/29/2027	5,000,000.00	4,883,935.00	5,000,000.00		(116,065.00)
3133ELH80	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.680		90.7182	06/10/2025	5,025,000.00	4,558,589.55	5,025,000.00		(466,410.45)
3130ASDK2	FEDERAL HOME LOAN BANKS	3.250		95.9834	06/29/2026	5,250,000.00	5,039,128.50	5,250,000.00		(210,871.50)
3130AL6K5	FEDERAL HOME LOAN BANKS	0.580		88.3361	02/25/2026	6,000,000.00	5,300,166.00	6,000,000.00		(699,834.00)
3133EKP75	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.671		94.8805	09/17/2024	6,128,000.00	5,814,277.04	6,119,746.95		(305,469.91)
3130ARHG9	FEDERAL HOME LOAN BANKS	2.180		97.0038	02/28/2024	7,000,000.00	6,790,266.00	6,994,170.64		(203,904.64)
3130ATH42	FEDERAL HOME LOAN BANKS	4.700		99.4067	09/29/2027	7,000,000.00	6,958,469.00	7,000,000.00		(41,531.00)
3130ATBV8	FEDERAL HOME LOAN BANKS	4.150		97.6787	09/29/2027	7,225,000.00	7,057,286.08	7,225,000.00		(167,713.93)
3133EMKH4	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.160		99.3316	12/15/2022	8,245,000.00	8,189,890.42	8,245,000.00		(55,109.58)
3136G4Q97	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.650		89.9856	08/27/2025	8,650,000.00	7,783,754.40	8,650,000.00		(866,245.60)
3130ALGJ7	FEDERAL HOME LOAN BANKS	1.016		89.4481	03/23/2026	8,921,250.00	7,979,888.62	8,916,330.65		(936,442.03)
US3130AL2X12	FEDERAL HOME LOAN BANKS	3.001		86.6999	02/17/2027	10,000,000.00	8,669,990.00	9,128,827.27		(458,837.27)
3133ELSS9	FEDERAL FARM CREDIT BANKS FUNDING CORP	2.905		92.9508	09/03/2024	10,000,000.00	9,295,080.00	9,552,843.24		(257,763.24)
3133ELJ40	FEDERAL FARM CREDIT BANKS FUNDING CORP	2.882		93.0648	08/19/2024	10,000,000.00	9,306,480.00	9,563,888.94		(257,408.94)
3130AKYH3	FEDERAL HOME LOAN BANKS	1.746		86.6672	02/10/2027	10,000,000.00	8,666,720.00	9,619,002.03		(952,282.03)
3130ALGJ7	FEDERAL HOME LOAN BANKS	1.000		89.4481	03/23/2026	9,750,000.00	8,721,189.75	9,750,000.00		(1,028,810.25)
3130ALGJ7	FEDERAL HOME LOAN BANKS	1.000		89.4481	03/23/2026	9,750,000.00	8,721,189.75	9,750,000.00		(1,028,810.25)
3130ALGJ7	FEDERAL HOME LOAN BANKS	1.000		89.4481	03/23/2026	9,750,000.00	8,721,189.75	9,750,000.00		(1,028,810.25)
3130ANMH0	FEDERAL HOME LOAN BANKS	1.668		88.7678	08/20/2026	10,000,000.00	8,876,780.00	9,788,188.29		(911,408.29)
3133ENL99	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.830		96.5314	09/15/2027	10,000,000.00	9,653,140.00	9,796,620.48		(143,480.48)
3130ALHH0	FEDERAL HOME LOAN BANKS	3.040		89.4520	03/05/2026	10,500,000.00	9,392,460.00	9,799,192.28		(406,732.28)
3133ENKG4	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.908		89.2895	01/11/2027	10,000,000.00	8,928,950.00	9,821,793.66		(892,843.66)
3130AQHS5	FEDERAL HOME LOAN BANKS	1.984		90.0368	01/28/2027	10,000,000.00	9,003,680.00	9,883,399.67		(879,719.67)
3133ENBK5	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.340		88.5144	10/20/2026	10,000,000.00	8,851,440.00	9,921,758.49		(1,070,318.49)
3133EMJQ6	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.253		95.4853	12/08/2023	9,931,000.00	9,482,645.14	9,931,501.81		(448,856.67)
3133ENBK5	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.249		88.5144	10/20/2026	10,000,000.00	8,851,440.00	9,957,071.82		(1,105,631.82)
3133ENL99	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.467		96.5314	09/15/2027	10,000,000.00	9,653,140.00	9,958,467.14		(305,327.14)
3137EAXE3	FEDERAL HOME LOAN MORTGAGE CORP	0.497		89.0824	09/23/2025	10,000,000.00	8,908,240.00	9,964,095.91		(1,055,855.91)
3133ENLZ1	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.860		90.3587	01/26/2027	10,000,000.00	9,035,870.00	9,967,094.62		(931,224.62)
3133ENYX2	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.439		98.2247	06/17/2024	10,000,000.00	9,822,470.00	9,968,963.75		(146,493.75)
3130AQF65	FEDERAL HOME LOAN BANKS	1.306		88.8094	12/21/2026	10,000,000.00	8,880,940.00	9,977,178.40		(1,096,238.40)
3133ENV9D	FEDERAL FARM CREDIT BANKS FUNDING CORP	2.913		94.5423	04/26/2027	10,000,000.00	9,454,230.00	9,983,922.89		(529,692.89)
3133ENB33	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.075		95.1444	07/19/2027	10,000,000.00	9,514,440.00	9,988,966.05		(474,526.05)
3133ENB66	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.174		96.1718	07/20/2026	10,000,000.00	9,617,180.00	9,991,449.69		(374,269.69)
3132X03B5	FEDERAL AGRICULTURAL MORTGAGE CORP	2.960		99.0201	06/30/2023	10,000,000.00	9,902,010.00	9,992,116.30		(90,106.30)
3133EMSC7	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.512		91.1891	03/03/2025	10,000,000.00	9,118,910.00	9,992,431.04		(873,521.04)
3130ARMT5	FEDERAL HOME LOAN BANKS	2.838		96.7729	10/25/2024	10,000,000.00	9,677,290.00	9,992,549.34		(315,259.34)
3133ENMLP5	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.339		91.5178	12/23/2024	10,000,000.00	9,151,780.00	9,995,803.70		(844,023.70)
3133ENMLT7	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.244		95.1955	12/28/2023	10,000,000.00	9,519,550.00	9,995,804.83		(476,254.83)
3133EJD48	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.092		98.8397	10/02/2023	10,000,000.00	9,883,970.00	9,995,845.88		(111,875.88)
3135G0T94	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.490		99.5995	01/19/2023	10,000,000.00	9,959,950.00	9,996,619.17		(36,669.17)
3137EAEZ8	FEDERAL HOME LOAN MORTGAGE CORP	0.280		95.7351	11/06/2023	10,000,000.00	9,573,510.00	9,996,703.27		(423,193.27)
3133EMKW1	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.235		95.2689	12/21/2023	10,000,000.00	9,526,890.00	9,996,941.82		(470,051.82)
3135G06A6	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.587		89.3308	10/20/2025	10,000,000.00	9,933,080.00	9,997,842.55		(1,064,762.55)
3133EL7E8	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.250		98.4302	03/15/2023	10,000,000.00	9,843,020.00	9,998,637.92		



3136G45C3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.540	89.1595	10/27/2025	10,000,000.00	8,915,950.00	10,000,000.00	(1,084,050.00)
3135G06C2	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.600	89.3133	10/29/2025	10,000,000.00	8,931,330.00	10,000,000.00	(1,068,670.00)
3134GW3X2	FEDERAL HOME LOAN MORTGAGE CORP	0.625	89.4007	10/27/2025	10,000,000.00	8,940,070.00	10,000,000.00	(1,059,930.00)
3135GA2N0	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.550	89.2002	11/04/2025	10,000,000.00	8,920,020.00	10,000,000.00	(1,079,980.00)
3135GA3C3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.350	93.8550	05/17/2024	10,000,000.00	9,385,500.00	10,000,000.00	(614,500.00)
3135GA3C3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.350	93.8550	05/17/2024	10,000,000.00	9,385,500.00	10,000,000.00	(614,500.00)
3135G06E8	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.420	92.0679	11/18/2024	10,000,000.00	9,206,790.00	10,000,000.00	(793,210.00)
3135GA2Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.560	89.1220	11/17/2025	10,000,000.00	8,912,200.00	10,000,000.00	(1,087,800.00)
3133EMHL9	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.310	95.6340	11/30/2023	10,000,000.00	9,563,400.00	10,000,000.00	(436,600.00)
3134GXEA8	FEDERAL HOME LOAN MORTGAGE CORP	0.200	99.5250	11/23/2022	10,000,000.00	9,952,500.00	10,000,000.00	(47,500.00)
3134GXEA8	FEDERAL HOME LOAN MORTGAGE CORP	0.200	99.5250	11/23/2022	10,000,000.00	9,952,500.00	10,000,000.00	(47,500.00)
3134GXC9F	FEDERAL HOME LOAN MORTGAGE CORP	0.400	93.8545	05/24/2024	10,000,000.00	9,385,450.00	10,000,000.00	(614,550.00)
3134GXC9F	FEDERAL HOME LOAN MORTGAGE CORP	0.400	93.8545	05/24/2024	10,000,000.00	9,385,450.00	10,000,000.00	(614,550.00)
3134GXGQ1	FEDERAL HOME LOAN MORTGAGE CORP	0.200	99.3394	12/15/2022	10,000,000.00	9,933,940.00	10,000,000.00	(66,060.00)
3134GXKHL1	FEDERAL HOME LOAN MORTGAGE CORP	0.700	89.1888	12/30/2025	10,000,000.00	8,918,880.00	10,000,000.00	(1,081,120.00)
3133EMKH4	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.160	99.3316	12/15/2022	10,000,000.00	9,933,160.00	10,000,000.00	(66,840.00)
3133EMLE0	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.190	96.2391	09/22/2023	10,000,000.00	9,623,910.00	10,000,000.00	(376,090.00)
3130AKKF2	FEDERAL HOME LOAN BANKS	0.270	94.2924	03/28/2024	10,000,000.00	9,429,240.00	10,000,000.00	(570,760.00)
3130AKL79	FEDERAL HOME LOAN BANKS	0.250	95.2431	12/28/2023	10,000,000.00	9,524,310.00	10,000,000.00	(475,690.00)
3134GXHH0	FEDERAL HOME LOAN MORTGAGE CORP	0.220	97.1472	06/30/2023	10,000,000.00	9,714,720.00	10,000,000.00	(285,280.00)
3136G43W1	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.320	94.3637	03/28/2024	10,000,000.00	9,436,370.00	10,000,000.00	(563,630.00)
3130ALEM2	FEDERAL HOME LOAN BANKS	0.790	88.9862	02/25/2026	10,000,000.00	8,898,620.00	10,000,000.00	(1,101,380.00)
3130ALGR9	FEDERAL HOME LOAN BANKS	0.850	89.1639	02/26/2026	10,000,000.00	8,916,390.00	10,000,000.00	(1,083,610.00)
3130ALHS6	FEDERAL HOME LOAN BANKS	0.750	88.7090	03/18/2026	10,000,000.00	8,870,900.00	10,000,000.00	(1,129,100.00)
3130ALHS6	FEDERAL HOME LOAN BANKS	0.750	88.7090	03/18/2026	10,000,000.00	8,870,900.00	10,000,000.00	(1,129,100.00)
3130ALHZ0	FEDERAL HOME LOAN BANKS	0.530	90.2707	06/18/2025	10,000,000.00	9,027,070.00	10,000,000.00	(972,930.00)
3133EMUP5	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.710	91.4248	04/01/2025	10,000,000.00	9,142,480.00	10,000,000.00	(857,520.00)
3133EMUP5	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.710	91.4248	04/01/2025	10,000,000.00	9,142,480.00	10,000,000.00	(857,520.00)
3130ALTJ3	FEDERAL HOME LOAN BANKS	0.375	94.3185	04/08/2024	10,000,000.00	9,431,850.00	10,000,000.00	(568,150.00)
3130ALNK6	FEDERAL HOME LOAN BANKS	0.625	91.2922	03/25/2025	10,000,000.00	9,129,220.00	10,000,000.00	(870,780.00)
3130ALU93	FEDERAL HOME LOAN BANKS	0.750	90.7257	06/30/2025	10,000,000.00	9,072,570.00	10,000,000.00	(927,430.00)
3133EMVD1	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.330	94.2876	04/05/2024	10,000,000.00	9,428,760.00	10,000,000.00	(571,240.00)
3133EMDM1	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.270	95.9838	10/20/2023	10,000,000.00	9,598,380.00	10,000,000.00	(401,620.00)
3133EMQ62	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.990	88.6517	07/13/2026	10,000,000.00	8,865,170.00	10,000,000.00	(1,134,830.00)
3133EMQ62	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.990	88.6517	07/13/2026	10,000,000.00	8,865,170.00	10,000,000.00	(1,134,830.00)
3130ANAJ9	FEDERAL HOME LOAN BANKS	1.000	88.5939	07/27/2026	10,000,000.00	8,859,390.00	10,000,000.00	(1,140,610.00)
3130ANEA8	FEDERAL HOME LOAN BANKS	1.000	88.4501	08/17/2026	10,000,000.00	8,845,010.00	10,000,000.00	(1,154,990.00)
3130ANFD7	FEDERAL HOME LOAN BANKS	1.000	88.5287	08/05/2026	10,000,000.00	8,852,870.00	10,000,000.00	(1,147,130.00)
3130AMME9	FEDERAL HOME LOAN BANKS	1.000	89.0140	05/26/2026	10,000,000.00	8,901,400.00	10,000,000.00	(1,098,600.00)
3130ALHG2	FEDERAL HOME LOAN BANKS	0.750	88.7090	03/18/2026	10,000,000.00	8,870,900.00	10,000,000.00	(1,129,100.00)
3130ALN34	FEDERAL HOME LOAN BANKS	0.700	91.4758	03/24/2025	10,000,000.00	9,147,580.00	10,000,000.00	(852,420.00)
3130AKLB0	FEDERAL HOME LOAN BANKS	0.260	93.2485	06/28/2024	10,000,000.00	9,324,850.00	10,000,000.00	(675,150.00)
3134GWN44	FEDERAL HOME LOAN MORTGAGE CORP	0.450	92.8077	09/11/2024	10,000,000.00	9,280,770.00	10,000,000.00	(719,230.00)
3134GWR32	FEDERAL HOME LOAN MORTGAGE CORP	0.410	93.5419	06/24/2024	10,000,000.00	9,354,190.00	10,000,000.00	(645,810.00)
3134GVRV2	FEDERAL HOME LOAN MORTGAGE CORP	0.750	91.0152	05/27/2025	10,000,000.00	9,101,520.00	10,000,000.00	(898,480.00)
3134GXD66	FEDERAL HOME LOAN MORTGAGE CORP	0.190	99.5236	11/23/2022	10,000,000.00	9,952,360.00	10,000,000.00	(47,640.00)
3130AN3R9	FEDERAL HOME LOAN BANKS	1.130	89.1056	07/20/2026	10,000,000.00	8,910,560.00	10,000,000.00	(1,089,440.00)
3130ALKL7	FEDERAL HOME LOAN BANKS	0.850	88.9982	03/25/2026	10,000,000.00	8,899,820.00	10,000,000.00	(1,100,180.00)
3136G43H4	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.400	92.6597	09/16/2024	10,000,000.00	9,265,970.00	10,000,000.00	(734,030.00)
3135GAAZ4	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.500	90.1392	06/24/2025	10,000,000.00	9,013,920.00	10,000,000.00	(986,080.00)
3130ALBX1	FEDERAL HOME LOAN BANKS	0.580	88.3511	02/23/2026	10,000,000.00	8,835,110.00	10,000,000.00	(1,164,890.00)
3130AMT69	FEDERAL HOME LOAN BANKS	1.070	89.0646	06/26/2026	10,000,000.00	8,906,460.00	10,000,000.00	(1,093,540.00)
3135GA3N9	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.300	95.7660	11/16/2023	10,000,000.00	9,576,600.00	10,000,000.00	(423,400.00)
3130ALKF0	FEDERAL HOME LOAN BANKS	0.625	91.2922	03/25/2025	10,000,000.00	9,129,220.00	10,000,000.00	(870,780.00)
3130ALKF0	FEDERAL HOME LOAN BANKS	0.625	91.2922	03/25/2025	10,000,000.00	9,129,220.00	10,000,000.00	(870,780.00)
3134GWP26	FEDERAL HOME LOAN MORTGAGE CORP	0.500	90.9724	03/28/2025	10,000,000.00	9,097,240.00	10,000,000.00	(902,760.00)
3134GWL79	FEDERAL HOME LOAN MORTGAGE CORP	0.400	92.7267	09/10/2024	10,000,000.00	9,272,670.00	10,000,000.00	(727,330.00)
3134GWL79	FEDERAL HOME LOAN MORTGAGE CORP	0.400	92.7267	09/10/2024	10,000,000.00	9,272,670.00	10,000,000.00	(727,330.00)
3130ANPF1	FEDERAL HOME LOAN BANKS	1.000	88.4015	08/25/2026	10,000,000.00	8,840,150.00	10,000,000.00	(1,159,850.00)
3130ANX88	FEDERAL HOME LOAN BANKS	0.500	92.7254	09/27/2024	10,000,000.00	9,272,540.00	10,000,000.00	(727,460.00)
3130ANYN4	FEDERAL HOME LOAN BANKS	1.000	88.1708	09/30/2026	10,000,000.00	8,817,080.00	10,000,000.00	(1,182,920.00)
3130ANMH0	FEDERAL HOME LOAN BANKS	1.100	88.7678	08/20/2026	10,000,000.00	8,876,780.00	10,000,000.00	(1,123,220.00)
3133ENEM8	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.430	89.2712	11/23/2026	10,000,000.00	8,927,120.00	10,000,000.00	(1,072,880.00)
3133ENGN4	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.970	93.0044	12/09/2024	10,000,000.00	9,300,440.00	10,000,000.00	(699,560.00)
3130AQR08	FEDERAL HOME LOAN BANKS	2.000	90.9922	02/25/2027	10,000,000.00	9,099,220.00	10,000,000.00	(900,780.00)
3130ARFS5	FEDERAL HOME LOAN BANKS	2.000	96.7501	03/28/2024	10,000,000.00	9,675,010.00	10,000,000.00	(324,990.00)
3130ARHX2	FEDERAL HOME LOAN BANKS	3.000	94.1750	03/25/2027	10,000,000.00	9,417,500.00	10,000,000.00	(582,500.00)
3130ARHX2	FEDERAL HOME LOAN BANKS	3.000	94.1750	03/25/2027	10,000,000.00	9,417,500.00	10,000,000.00	(582,500.00)
3130ARHX2	FEDERAL HOME LOAN BANKS	3.000	94.1750	03/25/2027	10,000,000.00	9,417,500.00	10,000,000.00	(582,500.00)
3130ARPV7	FEDERAL HOME LOAN BANKS	3.500	95.5080	04/28/2027	10,000,000.00	9,550,800.00	10,000,000.00	(449,200.00)
3133ENUL2	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.110	95.1282	04/13/2026	10,000,000.00	9,512,820.00	10,000,000.00	(487,180.00)
3133ENUS7	FEDERAL FARM CREDIT BANKS FUNDING CORP	2.580	97.3862	04/18/2024	10,000,000.00	9,738,620.00	10,000,000.00	(261,380.00)
3130ARSF9	FEDERAL HOME LOAN BANKS	3.000	94.1388	04/29/2027	10,000,000.00	9,413,880.00	10,000,000.00	(586,120.00)
3130ARSC6	FEDERAL HOME LOAN BANKS	2.900	95.9564	05/29/2025	10,000,000.00	9,595,640.00	10,000,000.00	(404,360.00)
3130ARUF6	FEDERAL HOME LOAN BANKS	3.125	94.9798	10/29/2026	10,000,000.00	9,497,980.00	10,000,000.00	(502,020.00)
3130AS3F4	FEDERAL HOME LOAN BANKS	3.770	96.3204	05/26/2027	10,000,000.00	9,632,040.00	10,000,000.00	(367,960.00)
3130AS5B1	FEDERAL HOME LOAN BANKS	2.201	98.7546	06/09/2023	10,000,000.00	9,875,460.00	10,000,000.00	(124,540.00)
3130AS4G1	FEDERAL HOME LOAN BANKS	2.289	98.7024	06/09/2023	10,000,000.00	9,870,240.00	10,000,000.00	(129,760.00)
3130AS4T3	FEDERAL HOME LOAN BANKS	2.325	98.7083	06/12/2023	10,000,000.00	9,870,830.00	10,000,000.00	(129,170.00)
3134GXVS0	FEDERAL HOME LOAN MORTGAGE CORP	2.900	97.5114	06/21/2024	10,000,000.00	9,751,140.00	10,000,000.00	(248,860.00)
3130ASDV8	FEDERAL HOME LOAN BANKS	3.300	95.0285	06/28/2027	10,000,000.00	9,502,850.00	10,000,000.00	(497,150.00)
3134GXZW7	FEDERAL HOME LOAN MORTGAGE CORP	4.250	97.8740	06/30/2027	10,000,000.00	9,787,400.00	10,000,000.00	(212,600.00)
3134GXYR9	FEDERAL HOME LOAN MORTGAGE CORP	3.560	97.1027	06/27/2025	10,000,000.00	9,710,270.00	10,000,000.00	(289,730.00)
3133END80	FEDERAL FARM CREDIT BANKS FUNDING CORP	2.873	95.6475	08/03/2026	10,000,000.00	9,564,750.00	10,045,677.76	(480,927.76)
3135G0X24	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.098	94.1913	01/07/2025	10,000,000.00	9,419,130.00	10,116,973.35	(697,843.35)
3130ASGU7	FEDERAL HOME LOAN BANKS	3.095	97.0812	06/11/2027	10,000,000.00	9,708,120.00	10,175,030.55	(466,910.55)
3133ENUS7	FEDERAL FARM CREDIT BANKS FUNDING CORP	2.721	97.3862	04/18/2024	10,520,000.00	10,245,028.24	10,497,772.49	(252,744.25)
3134GXCX0	FEDERAL HOME LOAN MORTGAGE CORP	0.328	95.7062	11/24/2023	10,710,000.00	10,250,134.02	10,708,965.79	(458,831.77)
3130AQKM4	FEDERAL HOME LOAN BANKS	1.750	90.2179	01/28/2027	11,250,000.00	10,149,513.75	11,250,000.00	(1,100,486.25)
313382AX1	FEDERAL HOME LOAN BANKS	2.691	99.2656	03/10/2023	11,750,000.00	11,663,708.00	11,721,628.26	(57,920.26)



3136G4YU1	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.730	90.5440	07/15/2025	15,000,000.00	13,581,600.00	15,000,000.00	(1,418,400.00)
3134GWET9	FEDERAL HOME LOAN MORTGAGE CORP	0.510	91.6059	01/29/2025	15,000,000.00	13,740,885.00	15,000,000.00	(1,259,115.00)
3136G4C27	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.700	90.3456	07/29/2025	15,000,000.00	13,551,840.00	15,000,000.00	(1,448,160.00)
3136G4B77	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.700	90.2920	08/04/2025	15,000,000.00	13,543,800.00	15,000,000.00	(1,456,200.00)
3136G4H63	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.550	89.7621	08/19/2025	15,000,000.00	13,464,315.00	15,000,000.00	(1,535,685.00)
3136G4J38	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.410	93.0364	08/12/2024	15,000,000.00	13,955,460.00	15,000,000.00	(1,044,540.00)
3136G4K51	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.310	96.7137	08/17/2023	15,000,000.00	14,507,055.00	15,000,000.00	(492,945.00)
3134GWL38	FEDERAL HOME LOAN MORTGAGE CORP	0.540	89.5187	09/15/2025	15,000,000.00	13,427,805.00	15,000,000.00	(1,572,195.00)
3133EMKG6	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.200	97.2999	06/15/2023	15,000,000.00	14,594,985.00	15,000,000.00	(405,015.00)
3130AKKF2	FEDERAL HOME LOAN BANKS	0.270	94.2924	03/28/2024	15,000,000.00	14,143,860.00	15,000,000.00	(856,140.00)
3133EMLP5	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.320	91.5178	12/23/2024	15,000,000.00	13,727,670.00	15,000,000.00	(1,272,330.00)
3130ALEM2	FEDERAL HOME LOAN BANKS	0.790	88.9862	02/25/2026	15,000,000.00	13,347,930.00	15,000,000.00	(1,652,070.00)
3130AMKB7	FEDERAL HOME LOAN BANKS	1.050	89.1750	05/26/2026	15,000,000.00	13,376,250.00	15,000,000.00	(1,623,750.00)
3130AMWT5	FEDERAL HOME LOAN BANKS	1.050	88.9989	06/26/2026	15,000,000.00	13,349,835.00	15,000,000.00	(1,650,165.00)
3130ANAJ9	FEDERAL HOME LOAN BANKS	1.000	88.5939	07/27/2026	15,000,000.00	13,289,085.00	15,000,000.00	(1,710,915.00)
3134GWCm6	FEDERAL HOME LOAN MORTGAGE CORP	0.420	95.0673	01/24/2024	15,000,000.00	14,260,095.00	15,000,000.00	(739,905.00)
3130ALFW9	FEDERAL HOME LOAN BANKS	0.790	88.8317	03/18/2026	15,000,000.00	13,324,755.00	15,000,000.00	(1,675,245.00)
3130AMSS2	FEDERAL HOME LOAN BANKS	1.000	88.9510	06/08/2026	15,000,000.00	13,342,650.00	15,000,000.00	(1,657,350.00)
3130AKLB0	FEDERAL HOME LOAN BANKS	0.260	93.2485	06/28/2024	15,000,000.00	13,987,275.00	15,000,000.00	(1,012,725.00)
3134GWA10	FEDERAL HOME LOAN MORTGAGE CORP	0.500	94.2841	04/29/2024	15,000,000.00	14,142,615.00	15,000,000.00	(857,385.00)
3130ANBX7	FEDERAL HOME LOAN BANKS	1.000	88.6270	07/22/2026	15,000,000.00	13,294,050.00	15,000,000.00	(1,705,950.00)
3130ANB34	FEDERAL HOME LOAN BANKS	1.020	88.8308	07/06/2026	15,000,000.00	13,324,620.00	15,000,000.00	(1,675,380.00)
3135GA3Z2	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.600	89.1998	11/25/2025	15,000,000.00	13,379,970.00	15,000,000.00	(1,620,030.00)
3135GA4R9	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.420	92.9308	08/23/2024	15,000,000.00	13,939,620.00	15,000,000.00	(1,060,380.00)
3134GWT22	FEDERAL HOME LOAN MORTGAGE CORP	0.475	90.9527	03/24/2025	15,000,000.00	13,642,905.00	15,000,000.00	(1,357,095.00)
3130ALWL4	FEDERAL HOME LOAN BANKS	0.720	91.3872	04/08/2025	15,000,000.00	13,708,080.00	15,000,000.00	(1,291,920.00)
3130ANSC5	FEDERAL HOME LOAN BANKS	1.000	88.3921	08/26/2026	15,000,000.00	13,258,815.00	15,000,000.00	(1,741,185.00)
3130ANT9S	FEDERAL HOME LOAN BANKS	1.000	88.3951	08/26/2026	15,000,000.00	13,259,265.00	15,000,000.00	(1,740,735.00)
3130AP5M3	FEDERAL HOME LOAN BANKS	1.040	88.3120	09/28/2026	15,000,000.00	13,246,800.00	15,000,000.00	(1,753,200.00)
3130APAD7	FEDERAL HOME LOAN BANKS	1.035	88.3458	09/28/2026	15,000,000.00	13,251,870.00	15,000,000.00	(1,748,130.00)
3130ASH44	FEDERAL HOME LOAN BANKS	4.700	98.7597	06/30/2027	15,000,000.00	14,813,955.00	15,000,000.00	(186,045.00)
3134GXVM3	FEDERAL HOME LOAN MORTGAGE CORP	3.001	97.2144	09/23/2024	15,000,000.00	14,582,160.00	15,000,000.00	(417,840.00)
3130ATEZ6	FEDERAL HOME LOAN BANKS	4.200	99.8518	09/20/2023	15,000,000.00	14,977,770.00	15,000,000.00	(22,230.00)
3130ATEF0	FEDERAL HOME LOAN BANKS	4.250	97.7045	09/30/2027	15,000,000.00	14,655,675.00	15,000,000.00	(344,325.00)
3133EL3E2	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.320	96.7870	08/10/2023	15,945,000.00	15,432,687.15	15,945,000.00	(512,312.85)
3130ALGJ7	FEDERAL HOME LOAN BANKS	3.010	89.4481	03/23/2026	19,500,000.00	17,442,379.50	18,222,544.54	(780,165.04)
3134GW4C7	FEDERAL HOME LOAN MORTGAGE CORP	3.092	87.2750	10/27/2026	20,000,000.00	17,455,000.00	18,262,791.06	(807,791.06)
3134GW4C7	FEDERAL HOME LOAN MORTGAGE CORP	3.046	87.2750	10/27/2026	20,000,000.00	17,455,000.00	18,303,155.72	(848,155.72)
3130ALED2	FEDERAL HOME LOAN BANKS	3.001	87.3214	02/24/2027	20,000,000.00	17,464,280.00	18,384,344.70	(920,064.70)
3130ALGJ7	FEDERAL HOME LOAN BANKS	1.000	89.4481	03/23/2026	19,500,000.00	17,442,379.50	19,500,000.00	(2,057,620.50)
3130ALGJ7	FEDERAL HOME LOAN BANKS	1.000	89.4481	03/23/2026	19,500,000.00	17,442,379.50	19,500,000.00	(2,057,620.50)
3130APXH3	FEDERAL HOME LOAN BANKS	2.589	96.2086	11/27/2023	20,000,000.00	19,241,720.00	19,597,985.43	(356,265.43)
3130AQHS5	FEDERAL HOME LOAN BANKS	2.086	90.0368	01/28/2027	20,000,000.00	18,007,360.00	19,683,824.35	(1,676,464.35)
3133ENRR3	FEDERAL FARM CREDIT BANKS FUNDING CORP	1.764	96.2188	03/14/2024	20,000,000.00	19,243,760.00	19,960,558.14	(716,798.14)
3130APBH7	FEDERAL HOME LOAN BANKS	0.590	92.8253	09/30/2024	20,000,000.00	18,565,060.00	19,992,007.30	(1,426,947.30)
3133EMKW1	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.235	95.2689	12/21/2023	20,000,000.00	19,053,780.00	19,993,866.83	(940,086.83)
3130APWW1	FEDERAL HOME LOAN BANKS	1.503	89.5217	11/24/2026	20,000,000.00	17,904,340.00	19,997,501.37	(2,093,161.37)
3130ATET0	FEDERAL HOME LOAN BANKS	3.702	97.9607	09/27/2027	20,000,000.00	19,592,140.00	19,998,004.38	(405,864.38)
3135GA4P3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.650	89.3740	11/18/2025	20,000,000.00	17,874,800.00	20,000,000.00	(2,125,200.00)
3135GA5A5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.350	94.7572	02/23/2024	20,000,000.00	18,951,440.00	20,000,000.00	(1,048,560.00)
3130ATBH9	FEDERAL HOME LOAN BANKS	3.700	99.4945	09/27/2023	20,000,000.00	19,898,900.00	20,000,000.00	(101,100.00)
3133ENC99	FEDERAL FARM CREDIT BANKS FUNDING CORP	3.629	96.6266	07/27/2026	20,000,000.00	19,325,320.00	20,049,421.49	(724,101.49)
3130ALCV4	FEDERAL HOME LOAN BANKS	2.112	88.8701	02/24/2026	25,000,000.00	22,217,525.00	23,896,501.04	(1,678,976.04)
3130AQF57	FEDERAL HOME LOAN BANKS	0.736	95.6344	12/22/2023	25,000,000.00	23,908,600.00	24,966,321.92	(1,057,721.92)
3130ALLP7	FEDERAL HOME LOAN BANKS	0.701	91.4243	03/17/2025	25,000,000.00	22,856,075.00	24,968,774.73	(2,112,699.73)
3133EMTW2	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.307	94.3385	03/18/2024	25,000,000.00	23,584,625.00	24,997,386.20	(1,412,761.20)
3133EMML3	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.125	99.0165	01/12/2023	25,000,000.00	24,754,125.00	24,999,638.71	(245,513.71)
3130ALTH7	FEDERAL HOME LOAN BANKS	0.510	92.7119	09/30/2024	25,000,000.00	23,177,975.00	25,000,000.00	(1,822,025.00)
3130ALEH3	FEDERAL HOME LOAN BANKS	0.700	88.5638	03/16/2026	25,000,000.00	22,140,950.00	25,000,000.00	(2,859,050.00)
3130AQ6U2	FEDERAL HOME LOAN BANKS	1.000	94.4737	06/28/2024	25,000,000.00	23,618,425.00	25,000,000.00	(1,381,575.00)
3130AQAY9	FEDERAL HOME LOAN BANKS	1.500	89.3194	12/30/2026	25,000,000.00	22,329,850.00	25,000,000.00	(2,670,150.00)
3130ASKB4	FEDERAL HOME LOAN BANKS	3.350	98.9114	12/29/2023	25,000,000.00	24,727,850.00	25,000,000.00	(272,150.00)
3130ASLE7	FEDERAL HOME LOAN BANKS	3.203	99.0608	09/29/2023	25,000,000.00	24,765,200.00	25,000,000.00	(234,800.00)
3130ATEU7	FEDERAL HOME LOAN BANKS	4.017	99.9030	06/29/2023	25,000,000.00	24,975,750.00	25,000,000.00	(24,250.00)
3135GOU43	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.345	88.7508	09/12/2023	30,000,000.00	29,625,240.00	30,145,540.27	(520,300.27)
3133ENEW6	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.457	97.6982	05/23/2023	50,000,000.00	48,849,100.00	49,973,783.33	(1,124,683.33)
3130AQAO6	FEDERAL HOME LOAN BANKS	0.500	97.3706	06/30/2023	50,000,000.00	48,685,300.00	50,000,000.00	(1,314,700.00)
3130AQ7C1	FEDERAL HOME LOAN BANKS	0.500	97.3706	06/30/2023	50,000,000.00	48,685,300.00	50,000,000.00	(1,314,700.00)
3130ATES2	FEDERAL HOME LOAN BANKS	4.200	99.8557	09/29/2023	50,000,000.00	49,927,850.00	50,000,000.00	(72,150.00)

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Agency  
AGCY DISC

Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
313385R24	FEDERAL HOME LOAN BANKS	1.552	99.5093	11/28/2022	15,000,000.00	14,926,395.00	14,962,783.33	(36,388.33)
313384FY0	FEDERAL HOME LOAN BANKS	2.035	97.4359	05/23/2023	17,189,000.00	16,748,256.85	16,964,984.36	(216,727.51)
313384BG3	FEDERAL HOME LOAN BANKS	2.484	98.8129	01/31/2023	20,000,000.00	19,762,580.00	19,833,944.44	(71,364.44)
313384BB4	FEDERAL HOME LOAN BANKS	2.484	98.8722	01/26/2023	20,000,000.00	19,774,440.00	19,840,750.00	(66,310.00)
313313M70	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.401	99.7598	11/01/2022	20,000,000.00	19,951,960.00	19,993,111.11	(41,151.11)
313384LC1	FEDERAL HOME LOAN BANKS	4.121	96.2084	08/31/2023	25,000,000.00	24,052,100.00	24,072,222.23	(20,122.23)
313384FQ7	FEDERAL HOME LOAN BANKS	3.969	97.5306	05/15/2023	25,000,000.00	24,382,650.00	24,391,055.56	(8,405.56)
313384FM6	FEDERAL HOME LOAN BANKS	3.938	97.5700	05/12/2023	25,000,000.00	24,392,500.00	24,403,784.72	(11,284.72)
313384DJ5	FEDERAL HOME LOAN BANKS	3.102	98.1837	03/22/2023	25,000,000.00	24,545,925.00	24,635,694.44	(89,769.44)
313384EG0	FEDERAL HOME LOAN BANKS	1.722	97.9160	04/13/2023	25,000,000.00	24,479,000.00	24,770,972.22	(291,972.22)
313384AC3	FEDERAL HOME LOAN BANKS	1.433	99.1315	01/03/2023	25,000,000.00	24,782,875.00	24,907,305.56	(124,430.56)
313385P67	FEDERAL HOME LOAN BANKS	1.511	99.6256	11/16/2022	25,000,000.00	24,906,400.00	24,952,083.33	(45,683.33)
313385M60	FEDERAL HOME LOAN BANKS	1.379	99.7720	10/31/2022	25,000,000.00	24,943,000.00	24,971,458.33	(28,458.33)
313385M60	FEDERAL HOME LOAN BANKS	1.359	99.7720	10/31/2022	25,000,000.00	24,943,000.00	24,971,875.00	(28,875.00)
313385K88	FEDERAL HOME LOAN BANKS	1.358	99.8872	10/17/2022	25,000,000.00	24,971,800.00	24,985,000.00	(13,200.00)
31315LM62	FEDERAL AGRICULTURAL MORTGAGE CORP	1.228	99.7681	10/31/2022	40,000,000.00	39,907,240.00	39,959,333.33	(52,093.33)
313384FM6	FEDERAL HOME LOAN BANKS	3.938	97.5700	05/12/2023	50,000,000.00	48,785,000.00	48,807,569.45	(22,569.45)
313384FT1	FEDERAL HOME LOAN BANKS	2.061	97.4976	05/18/2023	50,000,000.00	48,748,800.00	49,354,347.22	(605,547.22)
313384BA6	FEDERAL HOME LOAN BANKS	1.474	98.8852	01/25/2023	50,000,000.00	49,442,600.00	49,764,777.87	(322,177.87)
313384AS8	FEDERAL HOME LOAN BANKS	1.464	98.9754	01/17/2023	50,000,000.00	49,487,700.00	49,782,500.00	(294,800.00)



Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
3136AW7J0	FNA 2017-M8 A2	3.406	94.8609	05/25/2027	13,833,651.90	13,122,721.99	13,683,985.32	(561,263.33)
3136AW7J0	FNA 2017-M8 A2	3.406	94.8609	05/25/2027	13,833,651.90	13,122,721.99	13,683,985.32	(561,263.33)
Agency MBS								
FHLMC								
Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
3137BXQY1	FHMS K-064 A2	3.154	94.8228	03/25/2027	1,000,000.00	948,227.71	1,001,627.72	(53,400.01)
3137FNWX4	FHMS K-736 A2	3.655	92.0309	07/25/2026	10,000,000.00	9,203,088.70	9,537,677.10	(334,588.40)
3137F2LJ3	FHMS K-066 A2	3.111	94.2024	06/25/2027	11,095,000.00	10,451,750.84	11,084,946.54	(633,195.69)
3137FMU67	FHMS K-735 A2	3.518	94.4941	05/25/2026	14,966,810.70	14,142,746.48	14,638,765.73	(496,019.25)
3137B36J2	FHMS K-029 A2	3.287	99.6553	02/25/2023	17,066,491.16	17,007,670.47	17,045,784.30	(38,113.83)
3137B4WB8	FHMS K-033 A2	3.422	98.9896	07/25/2023	19,620,000.00	19,421,751.28	19,543,042.24	(121,290.96)
3137B3NX2	FHMS K-031 A2	3.494	99.3473	04/25/2023	24,099,067.75	23,941,773.62	24,033,723.55	(91,949.94)
3137B36J2	FHMS K-029 A2	3.660	99.6553	02/25/2023	24,733,842.67	24,648,596.00	24,659,347.09	(10,751.09)
3137B5KW2	FHMS K-035 A2	3.667	99.2257	08/25/2023	24,793,268.50	24,601,301.66	24,705,763.07	(104,461.41)
3137B5JM6	FHMS K-034 A2	3.499	99.2423	07/25/2023	25,000,000.00	24,810,565.50	24,959,650.94	(149,085.44)
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Agency MBS								
FNMA								
Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
3138LEGR6	FN AN2007	3.059	97.8247	07/01/2023	5,019,463.48	4,910,272.93	4,979,855.72	(69,582.79)
3138LHLZ1	FN AN5246	3.365	94.7793	05/01/2027	7,100,000.00	6,729,326.89	7,068,797.95	(339,471.06)
3138LCHR1	FN AN0254	3.738	95.2492	12/01/2025	7,490,333.28	7,134,484.77	7,359,985.20	(225,500.43)
3138LENE7	FN AN2188	3.543	92.9597	07/01/2026	10,000,000.00	9,295,965.80	9,823,301.08	(527,335.28)
3138LCHR9	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.939	95.2492	12/01/2025	14,321,860.80	13,641,462.13	14,309,780.90	(668,318.77)
3138LDSW9	FN AN1760	4.176	93.3778	06/01/2026	15,000,000.00	14,006,674.65	14,614,483.05	(607,808.40)
3138LHUZ5	FN AN5099	3.076	94.3070	04/01/2027	24,442,806.00	23,051,286.10	24,420,685.21	(1,369,399.11)
---	---	3.385	94.4821	06/11/2026	83,374,463.55	78,769,473.28	82,576,889.11	(3,807,415.84)
CD								
Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
89114WNL5	Toronto-Dominion Bank - New York Branch	0.440	100.0000	11/22/2022	15,000,000.00	15,000,000.00	15,000,000.00	0.00
89114WPN9	Toronto-Dominion Bank - New York Branch	0.800	100.0000	01/20/2023	20,000,000.00	20,000,000.00	20,000,000.00	0.00
89114WVA0	Toronto-Dominion Bank - New York Branch	2.200	100.0000	03/20/2023	20,000,000.00	20,000,000.00	20,000,000.00	0.00
89115B6S4	Toronto-Dominion Bank - New York Branch	3.850	100.0000	05/15/2023	20,000,000.00	20,000,000.00	20,000,000.00	0.00
78012U2T1	Royal Bank of Canada New York Branch	0.500	100.0000	11/21/2022	25,000,000.00	25,000,000.00	25,000,000.00	0.00
78012U3E3	Royal Bank of Canada New York Branch	0.800	100.0000	01/24/2023	25,000,000.00	25,000,000.00	25,000,000.00	0.00
89114WPS8	Toronto-Dominion Bank - New York Branch	0.810	100.0000	01/25/2023	25,000,000.00	25,000,000.00	25,000,000.00	0.00
78012U4P7	Royal Bank of Canada New York Branch	1.800	100.0000	01/23/2023	25,000,000.00	25,000,000.00	25,000,000.00	0.00
78012U4U6	Royal Bank of Canada New York Branch	1.830	100.0000	01/03/2023	25,000,000.00	25,000,000.00	25,000,000.00	0.00
78012U5A9	Royal Bank of Canada New York Branch	2.050	100.0000	02/13/2023	25,000,000.00	25,000,000.00	25,000,000.00	0.00
78012U5E1	Royal Bank of Canada New York Branch	2.000	100.0000	01/18/2023	25,000,000.00	25,000,000.00	25,000,000.00	0.00
89114WXR1	Toronto-Dominion Bank - New York Branch	1.308	100.0000	05/22/2023	25,000,000.00	25,000,000.00	25,000,000.00	0.00
78012U6X8	Royal Bank of Canada New York Branch	3.710	100.0000	06/22/2023	25,000,000.00	25,000,000.00	25,000,000.00	0.00
89114WNE1	Toronto-Dominion Bank - New York Branch	0.430	100.0000	11/21/2022	30,000,000.00	30,000,000.00	30,000,000.00	0.00
21684XVQ6	Rabobank Nederland - New York Branch	1.720	100.0000	11/21/2022	30,000,000.00	30,000,000.00	30,000,000.00	0.00
78012U4T9	Royal Bank of Canada New York Branch	1.870	100.0000	01/25/2023	35,000,000.00	35,000,000.00	35,000,000.00	0.00
78012U5F8	Royal Bank of Canada New York Branch	2.220	100.0000	03/20/2023	35,000,000.00	35,000,000.00	35,000,000.00	0.00
21684XWU6	Rabobank Nederland - New York Branch	1.760	100.0000	11/16/2022	40,000,000.00	40,000,000.00	40,000,000.00	0.00
89114WJP1	Toronto-Dominion Bank - New York Branch	0.300	100.0000	10/27/2022	45,000,000.00	45,000,000.00	45,000,000.00	0.00
78012U240	Royal Bank of Canada New York Branch	0.340	100.0000	10/18/2022	50,000,000.00	50,000,000.00	50,000,000.00	0.00
78012U257	Royal Bank of Canada New York Branch	0.380	100.0000	11/17/2022	50,000,000.00	50,000,000.00	50,000,000.00	0.00
06367CTN7	Bank of Montreal - Chicago Branch	1.640	100.0000	11/30/2022	50,000,000.00	50,000,000.00	50,000,000.00	0.00
06417MXK6	Bank of Nova Scotia - Houston Branch	0.700	100.0000	01/03/2023	50,000,000.00	50,000,000.00	50,000,000.00	0.00
21684XXJ0	Rabobank Nederland - New York Branch	2.450	100.0000	02/13/2023	50,000,000.00	50,000,000.00	50,000,000.00	0.00
06367CVY0	Bank of Montreal - Chicago Branch	3.060	100.0000	01/23/2023	50,000,000.00	50,000,000.00	50,000,000.00	0.00
23344NXN1	DNB Bank ASA - New York Branch	2.100	100.0000	10/05/2022	50,000,000.00	50,000,000.00	50,000,000.00	0.00
23344NXW1	DNB Bank ASA - New York Branch	2.180	100.0000	10/05/2022	50,000,000.00	50,000,000.00	50,000,000.00	0.00
06367CWS2	Bank of Montreal - Chicago Branch	3.330	100.0000	02/17/2023	50,000,000.00	50,000,000.00	50,000,000.00	0.00
89115B6E5	Toronto-Dominion Bank - New York Branch	3.210	100.0000	01/09/2023	50,000,000.00	50,000,000.00	50,000,000.00	0.00
06417MA21	Bank of Nova Scotia - Houston Branch	3.400	100.0000	01/23/2023	50,000,000.00	50,000,000.00	50,000,000.00	0.00
06417MB46	Bank of Nova Scotia - Houston Branch	3.400	100.0000	02/28/2023	50,000,000.00	50,000,000.00	50,000,000.00	0.00
23344NZP4	DNB Bank ASA - New York Branch	2.470	100.0000	10/11/2022	50,000,000.00	50,000,000.00	50,000,000.00	0.00
65558UXB3	Nordea ABP - New York Branch	4.150	100.0000	03/28/2023	50,000,000.00	50,000,000.00	50,000,000.00	0.00
89115BWV6	Toronto-Dominion Bank - New York Branch	4.760	100.0000	08/31/2023	50,000,000.00	50,000,000.00	50,000,000.00	0.00
86959RF88	Svenska Handels AB Publ - New York Branch	3.515	100.0041	02/27/2023	50,000,000.00	50,002,033.70	50,002,033.70	0.00
89114WKA2	Toronto-Dominion Bank - New York Branch	0.310	100.0000	11/03/2022	55,000,000.00	55,000,000.00	55,000,000.00	0.00
89114WMP7	Toronto-Dominion Bank - New York Branch	0.430	100.0000	11/10/2022	75,000,000.00	75,000,000.00	75,000,000.00	0.00
78012U2K0	Royal Bank of Canada New York Branch	4.450	100.0000	11/08/2022	75,000,000.00	75,000,000.00	75,000,000.00	0.00
86959RH52	Svenska Handels AB Publ - New York Branch	0.200	100.0000	03/17/2023	75,000,000.00	75,000,000.00	75,000,000.00	0.00
21684XZA7	Rabobank Nederland - New York Branch	3.880	100.0000	05/26/2023	100,000,000.00	100,000,000.00	100,000,000.00	0.00
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CP								
Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
0378SEKID5	Apple Inc.	2.721	99.9083	10/13/2022	17,966,000.00	17,949,531.17	17,949,830.60	(299.43)
7426MSQ31	Private Export Funding Corporation	3.274	98.6315	03/03/2023	25,000,000.00	24,657,875.00	24,657,875.00	0.00
02314QP78	Amazon.com, Inc.	2.792	99.0146	02/07/2023	25,000,000.00	24,753,645.84	24,753,645.83	0.00
02314QP78	Amazon.com, Inc.	2.791	99.0146	02/07/2023	25,000,000.00	24,753,645.84	24,753,645.84	0.00
63763QLP0	National Securities Clearing Corporation	3.184	99.5363	11/23/2022	25,000,000.00	24,884,062.50	24,884,062.50	0.00
7426MSNP5	Private Export Funding Corporation	1.454	99.5440	01/23/2023	25,000,000.00	24,886,000.00	24,886,000.00	0.00
63763QLE5	National Securities Clearing Corporation	3.263	99.6052	11/14/2022	25,000,000.00	24,901,305.56	24,901,305.56	0.00
7426MSKX1	Private Export Funding Corporation	2.524	99.7917	10/31/2022	25,000,000.00	24,947,916.67	24,947,916.67	0.00
7426M3L23	Private Export Funding Corporation	1.551	99.8631	11/02/2022	25,000,000.00	24,965,777.78	24,965,777.78	0.00
0378SEKID5	Apple Inc.	2.721	99.9083	10/13/2022	25,000,000.00	24,977,083.33	24,977,500.00	(416.67)
0378SEKID5	Apple Inc.	2.721	99.9083	10/13/2022	25,000,000.00	24,977,083.33	24,977,500.00	(416.67)
46640QPH8	J.P. Morgan Securities LLC	3.563	98.6486	02/17/2023	27,000,000.00	26,635,125.00	26,635,125.00	0.00
46640QNL1	J.P. Morgan Securities LLC	2.200	99.3309	01/20/2023	30,000,000.00	29,799,275.00	29,799,275.00	0.00
63763QKX4	National Securities Clearing Corporation	2.674	99.7792	10/31/2022	30,000,000.00	29,933,750.00	29,933,750.00	0.00
77119MKB2	Roche Holdings, Inc.	2.700	99.9256	10/11/2022	30,000,000.00	29,977,666.67	29,977,666.67	0.00
63763QKX4	National Securities Clearing Corporation	0.905	99.7792	10/31/2022	40,000,000.00	39,911,666.66	39,970,000.00	(58,333.34)
02314QK57	Amazon.com, Inc.	1.026	99.9887	10/05/2022	40,000,000.00	39,995,466.67	39,995,466.67	0.00
46640QSA0	J.P. Morgan Securities LLC	4.377	97.3787	05/10/2023	50,000,000.00	48,689,347.23	48,689,347.23	0.00
46640QSW2	J.P. Morgan Securities LLC	3.956	97.4159	05/30/2023	50,000,000.00	48,707,972.22	48,707,972.22	0.00
63763QN94	National Securities Clearing Corporation	3.590	99.0167	01/09/2023	50,000,000.00	49,508,333.34	49,508,333.34	0.00
63763QL96	National Securities Clearing Corporation	3.131	99.6642	11/09/2022	50,000,000.00	49,832,083.34	49,832,083.34	0.00
63763QKJ5	National Securities Clearing Corporation	2.491	99.8834	10/18/2022	50,000,000.00	49,941,680.55	49,941,680.55	0.00
0378SEKQ6	Apple Inc.	1.592	99.8991	10/24/2022	50,000,000.00	49,949,527.78	49,949,527.78	0.00



46640QKH3	J.P. Morgan Securities LLC	1.006	99.9556	10/17/2022	50,000,000.00	49,977,777.78	49,977,777.78	0.00
02314QKB4	Amazon.com, Inc.	1.137	99.9686	10/11/2022	50,000,000.00	49,984,305.56	49,984,305.56	0.00
02314QKB4	Amazon.com, Inc.	1.026	99.9686	10/11/2022	50,000,000.00	49,985,833.33	49,985,833.33	(1,527.78)
03785EKD5	Apple Inc.	2.721	99.9083	10/13/2022	60,000,000.00	59,945,000.00	59,946,000.00	(1,000.00)
93114FKB9	Walmart Inc.	2.782	99.9233	10/11/2022	82,100,000.00	82,037,056.67	82,037,056.67	0.00
03785EKD5	Apple Inc.	2.772	99.9083	10/13/2022	100,000,000.00	99,908,333.33	99,908,333.33	0.00
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#### MM Fund

MMFUND		Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
09248U700	BLKRK LQ-FEDFUND INSTL	2.770	1.0000	09/30/2022	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
949921126	ALLSPRING-GOVT MM SEL	2.780	1.0000	09/30/2022	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
608919718	FEDERATED HRMS GV O PRMR	2.870	1.0000	09/30/2022	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
31607A703	FIDELITY IMM-GOVT INSTL	2.810	1.0000	09/30/2022	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
4812CA538	JPMORGAN-US GVT MM EMPWR	2.730	1.0000	09/30/2022	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
48123X819	JPMORGAN-PRIME MM EMPWR	2.980	1.0003	09/30/2022	24,975,012.99	24,982,505.50	24,985,003.00	24,985,003.00	24,985,003.00	(2,497.50)
61747C707	MORG STAN I LQ-GV I	2.810	1.0000	09/30/2022	24,990,002.00	24,990,002.00	24,995,000.00	24,995,000.00	24,995,000.00	(4,998.00)
48123X819	JPMORGAN-PRIME MM EMPWR	2.980	1.0003	09/30/2022	24,985,007.00	24,992,502.50	24,995,001.00	24,995,001.00	24,995,001.00	(2,498.50)
48123X819	JPMORGAN-PRIME MM EMPWR	2.980	1.0003	09/30/2022	25,004,994.99	25,012,496.49	25,014,996.99	25,014,996.99	25,014,996.99	(2,500.50)
85749T517	SS INST INV-US GV MM OPP	2.910	1.0000	09/30/2022	76,000,000.00	76,000,000.00	76,000,000.00	76,000,000.00	76,000,000.00	0.00
85749T517	SS INST INV-US GV MM OPP	2.910	1.0000	09/30/2022	130,000,000.00	130,000,000.00	130,000,000.00	130,000,000.00	130,000,000.00	0.00
38141W273	GOLDMAN-FS GOVT INST	2.910	1.0000	09/30/2022	240,000,000.00	240,000,000.00	240,000,000.00	240,000,000.00	240,000,000.00	0.00
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MUNI		Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
826239FX8	SIERRA CALIF JT CMNTY COLLEGE DIST	0.229	96.6670	08/01/2023	260,000.00	251,334.20	260,000.00	260,000.00	260,000.00	(8,665.80)
757710UR7	REDONDO BEACH CALIF UNI SCH DIST	1.222	97.6900	08/01/2023	260,000.00	253,994.00	260,000.00	260,000.00	260,000.00	(6,006.00)
074437HA5	BEAUMONT CALIF UNI SCH DIST	0.690	92.5680	08/01/2024	275,000.00	254,562.00	275,000.00	275,000.00	275,000.00	(20,438.00)
797508JT6	SAN DIEGUITO CALIF UN HIGH SCH DIST	0.275	96.7420	08/01/2023	425,000.00	411,153.50	425,000.00	425,000.00	425,000.00	(13,846.50)
826239FY6	SIERRA CALIF JT CMNTY COLLEGE DIST	0.344	92.6240	08/01/2024	500,000.00	463,120.00	500,000.00	500,000.00	500,000.00	(36,880.00)
799017XT0	SAN MATEO CALIF UN HIGH SCH DIST	0.256	96.2900	09/01/2023	500,000.00	481,450.00	500,000.00	500,000.00	500,000.00	(18,550.00)
074437HB3	BEAUMONT CALIF UNI SCH DIST	1.109	89.9430	08/01/2025	500,000.00	449,715.00	500,000.00	500,000.00	500,000.00	(50,285.00)
757710US5	REDONDO BEACH CALIF UNI SCH DIST	1.571	95.3360	08/01/2024	500,000.00	476,680.00	500,000.00	500,000.00	500,000.00	(23,320.00)
987388GU3	YOSEMITE CALIF CMNTY COLLEGE DIST	1.440	94.7540	08/01/2024	700,000.00	663,278.00	700,000.00	700,000.00	700,000.00	(36,722.00)
826239GH2	SIERRA CALIF JT CMNTY COLLEGE DIST	0.354	92.9720	08/01/2024	720,000.00	669,398.40	720,000.00	720,000.00	720,000.00	(50,601.60)
987388GT6	YOSEMITE CALIF CMNTY COLLEGE DIST	1.140	97.4400	08/01/2023	750,000.00	730,800.00	750,000.00	750,000.00	750,000.00	(19,200.00)
797508HV3	SAN DIEGUITO CALIF UN HIGH SCH DIST	0.275	96.7420	08/01/2023	1,000,000.00	967,420.00	1,000,000.00	1,000,000.00	1,000,000.00	(32,580.00)
802498YY5	SANTA MONICA-MALIBU UNI SCH DIST CALIF	0.396	93.2450	08/01/2024	1,000,000.00	932,450.00	1,000,000.00	1,000,000.00	1,000,000.00	(67,550.00)
802498YZ2	SANTA MONICA-MALIBU UNI SCH DIST CALIF	0.669	89.5780	08/01/2025	1,000,000.00	895,780.00	1,000,000.00	1,000,000.00	1,000,000.00	(104,220.00)
56781RKT3	MARIN CALIF CMNTY COLLEGE DIST	0.763	89.4740	08/01/2025	1,065,000.00	952,898.10	1,065,000.00	1,065,000.00	1,065,000.00	(112,101.90)
419792C95	HAWAII ST	0.247	100.0000	10/01/2022	2,305,000.00	2,305,000.00	2,305,000.00	2,305,000.00	2,305,000.00	0.00
419792D37	HAWAII ST	0.713	92.5340	10/01/2024	2,500,000.00	2,313,350.00	2,500,000.00	2,500,000.00	2,500,000.00	(186,650.00)
8014952P6	SANTA CLARA CALIF UNI SCH DIST	0.210	97.2250	07/01/2023	2,870,000.00	2,790,357.50	2,870,000.00	2,870,000.00	2,870,000.00	(79,642.50)
419792D29	HAWAII ST	0.422	96.0410	10/01/2023	3,260,000.00	3,130,936.60	3,260,000.00	3,260,000.00	3,260,000.00	(129,063.40)
419792D45	HAWAII ST	1.033	89.9310	10/01/2025	3,660,000.00	3,291,474.60	3,660,000.00	3,660,000.00	3,660,000.00	(368,525.40)
7994082E8	SAN RAMON VALLEY CALIF UNI SCH DIST	0.967	90.5700	08/01/2025	4,505,000.00	4,080,178.50	4,505,000.00	4,505,000.00	4,505,000.00	(424,821.50)
882724XJ1	TEXAS ST	0.508	96.4050	10/01/2023	4,745,000.00	4,574,417.25	4,745,000.00	4,745,000.00	4,745,000.00	(170,582.75)
882724XK8	TEXAS ST	0.794	93.3540	10/01/2024	5,810,000.00	5,423,867.40	5,810,000.00	5,810,000.00	5,810,000.00	(386,132.60)
419792F92	HAWAII ST	1.033	90.6270	08/01/2025	6,250,000.00	5,664,187.50	6,250,000.00	6,250,000.00	6,250,000.00	(585,812.50)
419792F84	HAWAII ST	0.713	93.2570	08/01/2024	9,000,000.00	8,393,130.00	9,000,000.00	9,000,000.00	9,000,000.00	(606,870.00)
419792A55	HAWAII ST	0.247	100.0000	10/01/2022	10,000,000.00	10,000,000.00	10,000,000.00	10,000,000.00	10,000,000.00	0.00
419792A71	HAWAII ST	0.713	92.5340	10/01/2024	10,000,000.00	9,253,400.00	10,000,000.00	10,000,000.00	10,000,000.00	(746,600.00)
419792A63	HAWAII ST	0.422	96.0410	10/01/2023	10,000,000.00	9,604,100.00	10,000,000.00	10,000,000.00	10,000,000.00	(395,900.00)
93974EYB6	WASHINGTON ST	3.350	97.0800	08/01/2025	10,065,000.00	9,771,102.00	10,065,000.00	10,065,000.00	10,065,000.00	(293,898.00)
419792A89	HAWAII ST	1.033	94.6720	10/01/2025	12,775,000.00	12,094,348.00	13,418,098.79	13,418,098.79	13,418,098.79	(1,323,750.79)
93974EYA8	WASHINGTON ST	3.350	98.1930	08/01/2024	13,475,000.00	13,231,506.75	13,475,000.00	13,475,000.00	13,475,000.00	(243,493.25)
93974ETF3	WASHINGTON ST	0.470	92.8450	08/01/2024	14,995,000.00	13,922,107.75	14,995,000.00	14,995,000.00	14,995,000.00	(1,072,892.25)
419792F76	HAWAII ST	0.422	96.8800	08/01/2023	15,000,000.00	14,532,000.00	15,000,000.00	15,000,000.00	15,000,000.00	(468,000.00)
93974EXZ4	WASHINGTON ST	3.250	99.2390	08/01/2023	18,840,000.00	18,696,627.60	18,840,000.00	18,840,000.00	18,840,000.00	(143,372.40)
93974EYC4	WASHINGTON ST	3.370	95.9840	08/01/2026	20,825,000.00	19,988,668.00	20,825,000.00	20,825,000.00	20,825,000.00	(836,332.00)
---	---	1.520	95.5731	08/20/2024	190,335,000.00	181,914,792.65	190,978,098.79	190,978,098.79	190,978,098.79	(9,063,306.14)

#### Mutual Fund

Open-End Fund		Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
CLTRSF	CALTRUST	---	---	---	1.0086	---	93,213,169.12	94,017,200.84	94,017,200.84	(0.00)
CLTRSF	CALTRUST	---	---	---	1.0086	---	93,213,169.12	94,017,200.84	94,017,200.84	(0.00)

#### Non-US Gov

SUPRANATIONAL		Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
45906MC3	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	2.540	97.1558	03/28/2024	3,895,000.00	3,784,218.41	3,878,659.33	3,878,659.33	3,878,659.33	(94,440.92)
45950VRA6	INTERNATIONAL FINANCE CORP	1.099	93.8340	01/21/2025	25,000,000.00	23,458,500.00	24,966,733.80	24,966,733.80	24,966,733.80	(1,508,233.80)
45950VQG4	INTERNATIONAL FINANCE CORP	0.484	92.0601	09/23/2024	25,000,000.00	23,015,025.00	24,978,395.76	24,978,395.76	24,978,395.76	(1,963,370.76)
45950VQL3	INTERNATIONAL FINANCE CORPORATION	0.719	92.5400	10/29/2024	25,000,000.00	23,135,000.00	24,980,038.16	24,980,038.16	24,980,038.16	(1,845,038.16)
45950VQZ2	INTERNATIONAL FINANCE CORP	0.829	95.8790	01/19/2024	25,000,000.00	23,969,750.00	24,987,523.12	24,987,523.12	24,987,523.12	(1,017,773.12)
45950VPQ3	INTERNATIONAL FINANCE CORP	0.273	92.3920	08/22/2024	25,000,000.00	23,098,000.00	24,989,303.72	24,989,303.72	24,989,303.72	(1,891,303.72)
---	---	0.737	93.4560	08/25/2024	128,895,000.00	120,460,493.41	128,780,653.90	128,780,653.90	128,780,653.90	(8,320,160.49)

#### Repo

REPO		Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
RP10032022295	RIVCO_JEFFERIES REPO	2.950	100.0000	10/03/2022	230,000,000.00	230,000,000.00	230,000,000.00	230,000,000.00	230,000,000.00	0.00
RP10032022295	RIVCO_JEFFERIES REPO	2.950	100.0000	10/03/2022	230,000,000.00	230,000,000.00	230,000,000.00	230,000,000.00	230,000,000.00	0.00

#### US Gov

T-BILL		Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
912796X53	UNITED STATES TREASURY	2.850	97.4110	06/15/2023	10,000,000.00	9,741,104.20	9,803,502.11	(62,397.91)		
912796U31	UNITED STATES TREASURY	1.723	98.2496	03/23/2023	10,000,000.00	9,824,962.50	9,919,290.69	(94,328.19)		
912796X79	UNITED STATES TREASURY	2.188	99.4211	12/15/2022	10,000,000.00	9,942,106.90	9,955,520.84	(13,414.94)		
912796W70	UNITED STATES TREASURY	1.532	99.5812	11/25/2022	10,000,000.00	9,958,115.30	9,977,083.33	(18,968.03)		
912796YA1	UNITED STATES TREASURY	3.099	98.6589	02/16/2023	25,000,000.00	24,711,541.71	24,809,940.25	(88,398.54)		
912796YA1	UNITED STATES TREASURY	3.099	98.6589	02/16/2023	25,000,000.00	24,664,722.25	24,711,541.71	(46,819.46)		
912796U31	UNITED STATES TREASURY	1.623	98.2496	03/23/2023	25,000,000.00	24,562,406.25	24,809,940.25	(247,534.00)		



912796T33	UNITED STATES TREASURY	1.627	98.5938	02/23/2023	25,000,000.00	24,648,458.25	24,840,147.57	(191,689.32)
912796T33	UNITED STATES TREASURY	1.315	98.5938	02/23/2023	25,000,000.00	24,648,458.25	24,870,607.64	(222,149.39)
912796S34	UNITED STATES TREASURY	1.359	98.9139	01/26/2023	25,000,000.00	24,728,472.25	24,891,998.44	(163,526.19)
912796P94	UNITED STATES TREASURY	0.244	99.5206	12/01/2022	25,000,000.00	24,880,156.25	24,989,833.32	(109,677.07)
912796M89	UNITED STATES TREASURY	0.301	99.9785	10/06/2022	25,000,000.00	24,994,625.00	24,998,970.49	(4,345.49)
912796M89	UNITED STATES TREASURY	0.203	99.9785	10/06/2022	25,000,000.00	24,994,625.00	24,999,305.56	(4,680.56)
912796M89	UNITED STATES TREASURY	0.119	99.9785	10/06/2022	25,000,000.00	24,994,625.00	24,999,592.01	(4,967.01)
912796T33	UNITED STATES TREASURY	1.630	98.5938	02/23/2023	30,000,000.00	29,578,149.90	29,807,875.00	(229,725.10)
912796N96	UNITED STATES TREASURY	0.999	99.7645	11/03/2022	35,000,000.00	34,917,570.10	34,968,558.33	(50,988.23)
912796X95	UNITED STATES TREASURY	2.650	99.1579	01/05/2023	50,000,000.00	49,578,958.50	49,656,000.00	(77,041.50)
912796X95	UNITED STATES TREASURY	2.637	99.1579	01/05/2023	50,000,000.00	49,578,958.50	49,657,666.66	(78,708.16)
912796S34	UNITED STATES TREASURY	1.293	98.9139	01/26/2023	50,000,000.00	49,456,944.50	49,794,437.50	(337,493.00)
912796R27	UNITED STATES TREASURY	0.381	99.2230	12/29/2022	50,000,000.00	49,611,521.00	49,953,645.83	(342,124.83)
912796N96	UNITED STATES TREASURY	0.203	99.7645	11/03/2022	50,000,000.00	49,882,243.00	49,990,833.33	(108,590.33)
912796S34	UNITED STATES TREASURY	1.360	98.9139	01/26/2023	75,000,000.00	74,185,416.75	74,675,812.50	(490,395.75)
912796YR4	UNITED STATES TREASURY	2.736	99.5889	11/22/2022	75,000,000.00	74,691,666.75	74,709,617.92	(17,951.17)
912796M89	UNITED STATES TREASURY	0.435	99.9785	10/06/2022	75,000,000.00	74,983,875.00	74,995,540.10	(11,665.10)
912796M89	UNITED STATES TREASURY	0.118	99.9785	10/06/2022	110,000,000.00	109,976,350.00	109,998,227.78	(21,877.78)
---	UNITED STATES TREASURY	1.276	99.3304	12/14/2022	940,000,000.00	933,689,213.65	936,687,090.63	(2,997,876.98)

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Cusip	Description	Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
91282CFH9	UNITED STATES TREASURY	3.269	95.9688	08/31/2027	5,000,000.00	4,798,437.50	4,967,552.56	(169,115.06)
91282R69	UNITED STATES TREASURY	2.304	98.3906	05/31/2023	5,000,000.00	4,919,531.25	4,977,878.24	(58,346.99)
91282CDG3	UNITED STATES TREASURY	2.884	88.7188	10/31/2026	10,000,000.00	8,871,875.00	9,331,710.49	(459,835.49)
91282CAP6	UNITED STATES TREASURY	2.274	95.8281	10/15/2023	10,000,000.00	9,582,812.50	9,782,011.87	(199,199.37)
91282XX3	UNITED STATES TREASURY	3.217	96.1719	06/30/2024	10,000,000.00	9,617,187.50	9,795,820.78	(178,633.28)
91282T91	UNITED STATES TREASURY	2.617	97.1719	10/31/2023	10,000,000.00	9,717,187.50	9,895,622.70	(178,435.20)
91282XT2	UNITED STATES TREASURY	2.567	96.3281	05/31/2024	10,000,000.00	9,632,812.50	9,908,630.19	(275,817.69)
91282CBH3	UNITED STATES TREASURY	0.593	88.0938	01/31/2026	10,000,000.00	8,809,375.00	9,928,444.96	(1,119,069.96)
91282CBH3	UNITED STATES TREASURY	0.586	88.0938	01/31/2026	10,000,000.00	8,809,375.00	9,930,749.33	(1,121,374.33)
91282R69	UNITED STATES TREASURY	2.082	98.3906	05/31/2023	10,000,000.00	9,839,062.50	9,970,148.03	(131,085.53)
91282CEG2	UNITED STATES TREASURY	2.358	97.0000	03/31/2024	10,000,000.00	9,700,000.00	9,984,302.33	(284,302.33)
91282EH0	UNITED STATES TREASURY	2.647	96.0625	04/15/2025	10,000,000.00	9,606,250.00	9,994,699.22	(388,449.22)
912824U1	UNITED STATES TREASURY	2.336	98.9219	06/30/2023	10,000,000.00	9,892,187.50	10,021,085.70	(128,898.20)
912825K2	UNITED STATES TREASURY	2.300	98.5156	10/31/2023	10,000,000.00	9,851,562.50	10,060,616.63	(209,054.13)
91282ZC7	UNITED STATES TREASURY	0.540	92.8750	02/28/2025	10,000,000.00	9,287,500.00	10,139,646.32	(852,146.32)
91282R46	UNITED STATES TREASURY	0.799	91.8750	02/15/2026	10,000,000.00	9,187,500.00	10,272,956.82	(1,085,456.82)
91282R46	UNITED STATES TREASURY	0.670	91.8750	02/15/2026	10,000,000.00	9,187,500.00	10,316,769.96	(1,129,269.96)
91282CBH3	UNITED STATES TREASURY	2.447	88.0938	01/31/2026	15,000,000.00	13,214,062.50	14,017,056.19	(802,993.69)
91282CCZ2	UNITED STATES TREASURY	2.540	88.0313	09/30/2026	15,000,000.00	13,204,687.50	14,062,364.65	(857,677.15)
91282CDM0	UNITED STATES TREASURY	2.495	95.7188	11/30/2023	15,000,000.00	14,357,812.50	14,660,769.09	(302,956.59)
91282ZL7	UNITED STATES TREASURY	0.445	90.5625	04/30/2025	15,000,000.00	13,584,375.00	14,973,215.11	(1,388,840.11)
91282CEW7	UNITED STATES TREASURY	3.213	96.4219	06/30/2027	15,000,000.00	14,463,281.25	15,024,094.95	(560,813.70)
912824R8	UNITED STATES TREASURY	2.799	96.4844	05/31/2025	15,000,000.00	14,472,656.25	15,028,809.12	(556,152.87)
912824S6	UNITED STATES TREASURY	2.070	99.1250	05/31/2023	15,000,000.00	14,868,750.00	15,066,456.18	(197,706.18)
91282CEW7	UNITED STATES TREASURY	3.109	96.4219	06/30/2027	15,000,000.00	14,463,281.25	15,092,207.66	(628,926.41)
912810FA1	UNITED STATES TREASURY	3.483	109.6406	08/15/2027	15,000,000.00	16,446,093.75	16,925,640.82	(479,547.07)
912810FA1	UNITED STATES TREASURY	3.247	109.6406	08/15/2027	15,000,000.00	16,446,093.75	17,095,120.43	(649,026.68)
912810EZ7	UNITED STATES TREASURY	3.048	109.6563	02/15/2027	15,000,000.00	16,448,437.50	17,175,319.22	(726,881.72)
91282ZS2	UNITED STATES TREASURY	2.845	84.8750	05/31/2027	20,000,000.00	16,975,000.00	17,975,151.89	(1,000,151.89)
91282CCZ2	UNITED STATES TREASURY	0.982	88.0313	09/30/2026	20,000,000.00	17,606,250.00	19,916,712.52	(2,310,462.52)
91282CBQ3	UNITED STATES TREASURY	0.591	88.2500	02/28/2026	20,000,000.00	17,650,000.00	19,938,864.77	(2,288,864.77)
91282CER8	UNITED STATES TREASURY	2.563	97.1250	05/31/2024	20,000,000.00	19,425,000.00	19,979,828.77	(554,828.77)
91282CJ8	UNITED STATES TREASURY	0.882	88.5625	06/30/2026	20,000,000.00	17,712,500.00	19,994,877.91	(2,282,377.91)
91282CER8	UNITED STATES TREASURY	2.502	97.1250	05/31/2024	20,000,000.00	19,425,000.00	19,999,350.21	(574,350.21)
91282T91	UNITED STATES TREASURY	0.319	97.1719	10/31/2023	20,000,000.00	19,434,375.00	20,281,545.69	(847,170.69)
91282CAM3	UNITED STATES TREASURY	0.950	88.8750	09/30/2025	25,000,000.00	22,218,750.00	24,486,095.84	(2,267,345.84)
91282DA6	UNITED STATES TREASURY	2.185	96.0781	09/30/2023	25,000,000.00	24,019,531.25	24,528,420.11	(508,888.86)
91282CAM3	UNITED STATES TREASURY	0.815	88.8750	09/30/2025	25,000,000.00	22,218,750.00	24,584,269.12	(2,365,519.12)
91282CAB7	UNITED STATES TREASURY	0.675	89.3750	07/31/2025	25,000,000.00	22,343,750.00	24,703,619.97	(2,359,869.97)
91282CBC4	UNITED STATES TREASURY	0.700	88.4375	12/31/2025	25,000,000.00	22,109,375.00	24,740,297.06	(2,630,922.06)
91282XX3	UNITED STATES TREASURY	2.558	96.1719	06/30/2024	25,000,000.00	24,042,968.75	24,763,898.03	(720,929.28)
91282CCW9	UNITED STATES TREASURY	0.902	87.7344	08/31/2026	25,000,000.00	21,933,593.75	24,855,081.81	(2,921,488.06)
91282YV6	UNITED STATES TREASURY	1.747	94.3438	11/30/2024	25,000,000.00	23,585,937.50	24,870,510.11	(1,284,572.61)
91282ZF0	UNITED STATES TREASURY	0.647	91.2188	03/31/2025	25,000,000.00	22,804,687.50	24,909,713.31	(2,105,025.81)
91282CBG5	UNITED STATES TREASURY	1.088	98.8125	01/31/2023	25,000,000.00	24,703,125.00	24,920,208.57	(217,083.57)
91282CCW9	UNITED STATES TREASURY	0.832	87.7344	08/31/2026	25,000,000.00	21,933,593.75	24,922,012.73	(2,988,418.98)
91282ZF0	UNITED STATES TREASURY	0.619	91.2188	03/31/2025	25,000,000.00	22,804,687.50	24,926,442.14	(2,121,754.64)
91282CD1	UNITED STATES TREASURY	0.551	97.4219	05/31/2023	25,000,000.00	24,355,468.75	24,929,740.29	(574,271.54)
91282CDB4	UNITED STATES TREASURY	0.754	92.9688	10/15/2024	25,000,000.00	23,242,187.50	24,935,255.70	(1,693,068.20)
91282CCN9	UNITED STATES TREASURY	0.384	96.6875	07/31/2023	25,000,000.00	24,171,875.00	24,946,491.32	(774,616.32)
91282CAR2	UNITED STATES TREASURY	2.413	99.7500	10/31/2022	25,000,000.00	24,937,500.00	24,953,640.11	(16,140.11)
91282CD1	UNITED STATES TREASURY	0.330	97.4219	05/31/2023	25,000,000.00	24,355,468.75	24,966,181.32	(610,712.57)
91282CBM2	UNITED STATES TREASURY	0.219	94.4531	02/15/2024	25,000,000.00	23,613,281.25	24,967,916.23	(1,354,634.98)
91282CCX7	UNITED STATES TREASURY	0.439	92.7656	09/15/2024	25,000,000.00	23,191,406.25	24,968,782.97	(1,777,376.72)
91282CCX7	UNITED STATES TREASURY	0.438	92.7656	09/15/2024	25,000,000.00	23,191,406.25	24,969,392.12	(1,777,985.87)
91282CBX8	UNITED STATES TREASURY	0.307	97.7500	04/30/2023	25,000,000.00	24,437,500.00	24,973,687.26	(536,187.26)
91282CBU4	UNITED STATES TREASURY	0.288	98.1563	03/31/2023	25,000,000.00	24,539,062.50	24,979,837.51	(440,775.01)
91282CBD2	UNITED STATES TREASURY	0.448	99.1875	12/31/2022	25,000,000.00	24,796,875.00	24,979,949.19	(183,074.19)
91282CBD2	UNITED STATES TREASURY	0.415	99.1875	12/31/2022	25,000,000.00	24,796,875.00	24,981,979.71	(185,104.71)
91282CEF4	UNITED STATES TREASURY	2.503	93.4531	03/31/2027	25,000,000.00	23,363,281.25	24,996,487.37	(1,633,206.12)
91282ZH6	UNITED STATES TREASURY	0.266	98.0469	04/15/2023	25,000,000.00	24,511,718.75	24,997,885.02	(486,166.27)
91282CEF4	UNITED STATES TREASURY	2.502	93.4531	03/31/2027	25,000,000.00	23,363,281.25	24,998,243.69	(1,634,962.44)
91282CFN6	UNITED STATES TREASURY	4.215	100.0781	09/30/2024	25,000,000.00	25,019,531.25	25,016,578.85	2,952.40
91282CBT7	UNITED STATES TREASURY	0.715	88.8125	03/31/2026	25,000,000.00	22,203,125.00	25,030,104.29	(2,826,979.29)
912824S6	UNITED STATES TREASURY	2.083	99.1250	05/31/2023	25,000,000.00	24,781,250.00	25,108,535.88	(327,285.88)
912824S6	UNITED STATES TREASURY	2.060	99.1250	05/31/2023	25,000,000.00	24,781,250.00	25,112,343.17	(331,093.17)
912824A5	UNITED STATES TREASURY	0.254	99.5156	02/28/2023	25,000,000.00	24,878,906.25	25,243,548.77	(364,642.52)
91282W71	UNITED STATES TREASURY	2.395	96.8281	03/31/2024	30,000,000.00	29,048,437.50	29,882,495.08	(834,057.58)
91282CJ8	UNITED STATES TREASURY	0.906	88.5625	06/30/2026	35,000,000.00	30,996,875.00	34,960,031.67	(3,963,156.67)
91282DA6	UNITED STATES TREASURY	2.157	96.0781	09/30/2023	50,000,000.00	48,039,062.50	49,070,212.89	(1,031,150.39)
91282VB3	UNITED STATES TREASURY	2.080	98.5938	05/15/2023	50,000,000.00	49,296,875.00	49,899,349.68	(602,474.68)
91282ZU7	UNITED STATES TREASURY	0.469	97.3125	06/15/2023	50,000,000.00	48,656,250.00	49,923,116.34	(1,266,866.34)
91282CBG5	UNITED STATES TREASURY	0.506	98.8125	01/31/2023	50,000,000.00	49,406,250.00	49,936,541.29	(530,291.29)
91282CBG5	UNITED STATES TREASURY	0.475	98.8125	01/31/2023	50,000,000.00	49,406,250.00	49,941,807.92	(535,557.92)
91282ZP8	UNITED STATES TREASURY	0.293	97.6094	05/15/2023	50,000,000.00	48,804,687.50	49,947,979.85	(1,143,292.35)
91282CBN0	UNITED STATES TREASURY	0.301	98.5000	02/28/2023	50,000,000.00	49,250,000.00	49,963,905.29	(713,905.29)
91282CBR1	UNITED STATES TREASURY	0.287	94.2969	03/15/2024	50,000,000.00	47,148,437.50	49,973,233.44	(2,824,795.94)
91282CBG5	UNITED STATES TREASURY	0.259	98.8125	01/31/2023	50,000,000.00	49,406,250.00	49,977,725.88	(571,475.88)
91282CAX9	UNITED STATES TREASURY	0.318	99.4688	11/30/2022	50,000,000.00	49,734,375.00	49,984,199.44	(249,824.44)
91282CBU4	UNITED STATES TREASURY	0.159	98.1563	03/31/2023	50,000,000.00	49,078,125.00	49,991,674.69	(913,549.69)
91282CBU4	UNITED STATES TREASURY	0.147	98.1563	03/31/2023	50,000,000.00	49,078,125.00	49,994,605.57	(916,480.57)
91282TY6	UNITED STATES TREASURY	1.482	99.7969	11/15/2022	50,000,000.00	49,898,437.50	50,008,692.48	(110,254.98)
91282S92	UNITED STATES TREASURY	0.334	97.5781	07/31/2023	50,000,000.00	48,789,062.50	50,379,148.15	(1,590,085.65)
91282Z29	UNITED STATES TREASURY	0.581	99.4063	01/15/2023	100,000,000.00	99,406,250.00	100,265,690.10	(859,440.10)



---		UNITED STATES TREASURY			1.160	96.0388	05/03/2024	2,130,000,000.00	2,044,201,562.50	2,127,853,590.60	(83,652,028.10)
Summary											
Cusip		Description			Yield	Market Price	Final Maturity	Par Value	Market Value	Book Value	Net Unrealized Gain/Loss
---		---			1.758	91.2002	01/07/2024	11,437,321,971.56	11,069,505,584.53	11,402,435,638.04	(332,930,053.51)





COUNTY OF RIVERSIDE  
TREASURER-TAX COLLECTOR  
CAPITAL MARKETS

COUNTY ADMINISTRATIVE CENTER  
4080 LEMON STREET,  
4TH FLOOR,  
RIVERSIDE, CA 92502-2205



# **AGENDA ITEM 6H**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Audit Ad Hoc Committee Monica Morales, Senior Management Analyst Lorelle Moe-Luna, Multimodal Services Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Federal Transit Administration Triennial Review Fiscal Year 2022 Results

**AUDIT AD HOC COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Receive and file a report on the Fiscal Year 2022 Triennial Review of the Commission performed by the Federal Transit Administration (FTA).

**BACKGROUND INFORMATION:**

Pursuant to Chapter 53 of Title 49, United States Code Section 5307, the FTA is required to conduct a review at least every three years for recipients of Urbanized Area Formula Grant funds. The Commission is a recipient of Urbanized Area Formula Grant funds, and therefore, subject to FTA review. The last review was completed in June 2018. FTA does not consider this an audit, but rather a review of an agency's compliance with federal requirements, determined by examining a sample of grant management and program implementation practices. The Triennial Review examines the following 23 areas:

1. Legal
2. Financial Management and Capacity
3. Technical Capacity – Award Management
4. Technical Capacity – Program Management and Subrecipient Oversight
5. Technical Capacity – Project management
6. Transit Asset Management (TAM)
7. Satisfactory Continuing Control
8. Maintenance
9. Procurement
10. Disadvantaged Business Enterprise (DBE)
11. Title VI
12. Americans with Disabilities Act (ADA) – General
13. Americans with Disabilities Act (ADA) – Complementary Paratransit (Not applicable)
14. Equal Employment Opportunity



15. School Bus (Not applicable)
16. Charter Bus (Not applicable)
17. Drug-free Workplace Act
18. Drug and Alcohol Program
19. Section 5307 Program Requirements
20. Section 5310 Program Requirements (Not applicable)
21. Section 5311 Program Requirements (Not applicable)
22. Public Transportation Agency Safety Plan (Not applicable)
23. Cybersecurity (Not applicable)

There were multiple steps of the FTA Triennial review process. Once being notified by FTA in November 2021 that the Commission was going to be reviewed in FY 2022, FTA provided the most recent Contractors Manual (FY 2022) and a self-assessment questionnaire. The FTA Contractor's Manual assists agencies, such as the Commission, in determining what is required to provide FTA for review. The Contractor's Manual provides relevant federal requirements and agency examples in order to reduce the number of questions directed to FTA.

The Commission reviewed the materials provided and confirmed that of the 23 areas for review listed above, seven (7) are not applicable to the Commission. The remaining 16 areas were then subject to review by the FTA. Staff provided all requested documents to FTA for review in accordance with the self-assessment questionnaire and FTA Contractor's Manual.

The next major step in the FTA Triennial Review process was the site visit. FTA staff and the reviewers met with Commission staff virtually for a site review from June 22 – 24, 2022 to discuss the documents provided and to ask follow-up questions.

The FTA reviewers identified seven (7) findings in six (6) areas that were described as deficiencies at the end of the site visit and documented these findings in the final report (Attachment 1). The seven (7) findings are summarized in the table below:

<b>Deficiency Section</b>	<b>Deficiency Description</b>	<b>Status</b>
4. Technical Capacity – Program Management and Subrecipient Oversight.	Agreement with the Southern California Regional Rail Authority (SCRRA) missing information on federal subawards	Closed as of October 26, 2022. Staff amended the current FY 2023 funding agreement with SCRRA to include additional federal subaward details as necessary.
6. TAM	Missing documentation of Accountable Executive approval of the TAM Plan	Closed as of August 15, 2023. Staff provided a signed TAM Plan by the Accountable Executive (Executive Director).
7. Satisfactory Continuing Control	Property records missing information	Closed as of October 5, 2022. Staff provided updated federal property records.



7. Satisfactory Continuing Control	Property records not submitted annually as required	Closed as of October 26, 2022. Staff uploaded the requested federal property records to the FTA database and updated internal procedures accordingly.
9. Procurement	Missing FTA Clauses in Procurement Procedures	Closed as of August 15, 2022. Staff submitted revised Procurement Procedures to include all applicable FTA clauses.
10. DBE	Insufficient documentation of written certification of DBE monitoring	Closed as of July 20, 2022. Staff submitted a process for making written certifications of DBE monitoring.
12. Americans with Disabilities Act – General	Vanpool procedures missing required ADA requirements	Closed as of November 18, 2022. Staff revised the Vanpool Procedures to include the necessary ADA procedures.

The last step in the FTA Triennial review process was to complete corrective actions to address the deficiencies identified in the final report. Staff has already taken the necessary steps to correct the deficiencies identified and is fully committed to ensuring the Commission remains in compliance with FTA requirements.

**FISCAL IMPACT:**

There is no fiscal impact for this item.

Attachment: FY 2020 FTA Triennial Review Final Report









U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION IX  
Arizona, California,  
Hawaii, Nevada, Guam,  
American Samoa,  
Northern Mariana Islands

90 7th Street  
Suite 15-300  
San Francisco, CA 94103-6701  
415-734-9490

888 South Figueroa Street  
Suite 440  
Los Angeles, CA 90017-5467  
213-202-3950

August 26, 2022

Mr. V. Manuel Perez  
Chair, Riverside County Transportation Commission  
4080 Lemon St, 3<sup>rd</sup> Floor  
Riverside, CA 92502

RE: Federal Transit Administration  
FY 2022 Triennial Review – Final Report

Dear Mr. Perez:

I am pleased to provide you with a copy of this Federal Transit Administration (FTA) report as required by 49 U.S.C. Chapter 53 and other federal requirements. The enclosed final report documents the FTA's Fiscal Year (FY) 2022 Triennial Review of the Riverside County Transportation Commission (RCTC) in Riverside, California. Although not an audit, the Triennial Review is the FTA's assessment of the RCTC's compliance with federal requirements, determined by examining a sample of award management and program implementation practices. As such, the Triennial Review is not intended as, nor does it constitute, a comprehensive and final review of compliance with award requirements.

Due to the Coronavirus 2019 (COVID-19) Public Health Emergency, a virtual site visit was conducted for this Triennial Review. In addition, the review was expanded to address the RCTC's compliance with the administrative relief and flexibilities the FTA granted and the requirements of the [COVID-19 Relief](#) funds received through the Coronavirus Aid, Relief, and Economic Security (CARES) Act; Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021; and American Rescue Plan (ARP) Act of 2021.

The Triennial Review focused on the RCTC's compliance in 23 areas. Deficiencies were found in six (6) areas: (i) Technical Capacity – Program Management and Subrecipient Monitoring, (ii) Transit Asset Management, (iii) Satisfactory Continuing Control, (iv) Procurement, (v) Disadvantaged Business Enterprise, (vi) Americans with Disabilities Act – General. Six (6) areas were not applicable. The RCTC had no repeat deficiencies from the FY 2018 Triennial Review.



## **Regulations and Guidance**

As the RCTC moves forward with its transit program, the FTA would like to provide a look-ahead for future oversight activities related to new and/or updated requirements, below.

### **Cybersecurity Certification for Rail Rolling Stock and Operations**

The National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, §7613 promulgated the addition of U.S.C. Section 5323(v). This new requirement instructs a recipient that operates a rail fixed guideway public transportation system to certify to the FTA that it established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks. Recipients are to use the approach described in the voluntary standards and best practices developed by the National Institute of Standards and Technology (NIST) and the Secretary of Homeland Security in consultation and coordination with various stakeholders. Recipients are to also identify hardware and software it determines should be tested and analyzed by a third party to mitigate cybersecurity risk.

For the FY 2022 review cycle, the FTA is deploying a “soft launch” in determining, if and how, recipients are developing their plan for identifying and reducing cybersecurity risks. Recipients are to certify in TrAMS by correctly completing Category 20 of the Annual Certifications and Assurances to indicate their compliance with this requirement. For the FY 2025 review cycle, this requirement will be reviewed for full compliance.

For additional information about the cybersecurity framework, visit the NIST’s website at: <https://www.nist.gov/cyberframework/framework>.

Thank you for your cooperation and assistance during this Triennial Review. If you need any technical assistance or have any questions, please do not hesitate to contact Ms. Mahilet Amare, General Engineer, at (213) 629-8610 or by email at [mahilet.amare@dot.gov](mailto:mahilet.amare@dot.gov).

Sincerely,

For Ray Tellis  
Regional Administrator

Enclosure



**FINAL REPORT**

**FISCAL YEAR 2022  
TRIENNIAL REVIEW**

of

**Riverside County Transportation Commission  
(RCTC)  
Riverside, CA  
ID: 5807**

Performed for:

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION  
REGION 9**

Prepared By:

**Calyptus Consulting Group, Inc.**

**Scoping Meeting Date: March 1, 2022**

**Site Visit Date: June 22-28, 2022**

**Draft Report Date: July 28, 2022**

**Final Report Date: August 26, 2022**



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## I. Executive Summary

This report documents the Federal Transit Administration's (FTA) Triennial Review of the Riverside County Transportation Commission (RCTC) of Riverside, California. The FTA wants to ensure that awards are administered in accordance with the requirements of federal public transportation law 49 U.S.C. Chapter 53. The review was performed by Calyptus Consulting Group, Inc. (Reviewer). During the virtual site visit, administrative and statutory requirements were discussed, and documents were reviewed.

Due to the Coronavirus 2019 (COVID-19) Public Health Emergency, a virtual site visit was conducted for this Triennial Review. In addition, the review was expanded to address the RCTC's compliance with the administrative relief and flexibilities FTA granted and the requirements of the COVID-19 Relief funds received through the Coronavirus Aid, Relief, and Economic Security (CARES) Act; Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021; and American Rescue Plan (ARP) Act of 2021. The RCTC was also requested to share if and/or how it suspended, deviated from, or significantly updated or altered its transit program due to the public health emergency.

The Triennial Review focused on the RCTC's compliance in 23 areas. Six (6) areas were not applicable. Deficiencies related to the COVID-19 Relief funds have been clearly identified as part of the deficiency description in the respective review area.

Deficiencies were found in the areas listed below.

Review Area	Deficiencies	
	Code	Description
Technical Capacity – Program Management and Subrecipient Oversight (TC-PgM)	TC-PgM3-2	Written agreement missing required elements
Transit Asset Management (TAM)	TAM3-2	Accountable executive responsibilities not implemented
Satisfactory Continuing Control (SCC)	SCC1-1	Property records missing information
	SCC1-3	Property reports not submitted as required
Procurement (P)	P11-1	Missing FTA clauses
Disadvantaged Business Enterprise (DBE)	DBE12-3	Insufficient documentation of written certification of DBE monitoring
Americans with Disabilities Act – General (ADA-GEN)	ADA-GEN5-1	Demand response service deficiency



Subsequent to the virtual review, RCTC provided corrective action documentation to address the deficiencies noted in the TAM, Procurement, and DBE review areas, closing these deficiencies.



## **II. Review Background and Process**

### **1. Background**

The United States Code, Chapter 53 of Title 49 (49 U.S.C. 5307(f)(2)) requires that “At least once every 3 years, the Secretary shall review and evaluate completely the performance of a recipient in carrying out the recipient’s program, specifically referring to compliance with statutory and administrative requirements...” This Triennial Review was performed in accordance with the FTA procedures (published in FTA Order 9010.1B, April 5, 1993).

The Triennial Review process includes a review of the recipient’s compliance in 23 areas. The basic requirements for each of these areas are summarized in Section IV.

This report presents the findings from the Triennial Review of the RCTC. The review concentrated on procedures and practices employed since the RCTC’s previous Triennial Review; however, coverage was extended to earlier periods as needed to assess the policies in place and the management of award funds. The specific documents reviewed and referenced in this report are available through the FTA’s Los Angeles Office or the recipient’s office.

### **2. Process**

The Triennial Review includes a pre-review assessment, a desk review and a scoping meeting with the FTA Los Angeles Office, and a virtual site visit. Due to the COVID-19 Public Health Emergency, a virtual site visit was conducted of each recipient. In addition, the review was expanded to address the recipient’s compliance with the administrative relief and flexibilities FTA granted and the requirements of the COVID-19 relief funds received through the CARES Act, CRRSAA of 2021, and ARP Act of 2021. Recipients were also requested to share if and/or how it suspended, deviated from, or significantly updated or altered its transit program due to the public health emergency.

The Fiscal Year (FY) 2022 process began with the Los Angeles Office transmitting, a recipient information request (RIR) to the RCTC on November 23, 2021, indicating a review would be conducted. While the RCTC prepared its response to the RIR, the Los Angeles Office and review team conducted a desk review and a scoping meeting on March 1, 2022. Necessary files retained by the Los Angeles Office were sent to the Reviewer electronically. Following the desk review and scoping meeting, the Reviewer and the recipient corresponded and exchanged information and documentation in preparation for the virtual site visit. As a result of this review, an agenda package indicating the issues that would be discussed, records to be reviewed, and interviews to be conducted was then sent to the RCTC on June 13, 2022. The virtual site visit occurred June 22-28, 2022.

The virtual site visit portion of the review began with an entrance conference, at which the purpose of the Triennial Review and the review process were discussed. The Reviewer conducted additional interviews and reviewed documentation to evidence the RCTC’s compliance with FTA requirements.



Upon completion of the review, the FTA and the Reviewer provided a summary of findings to the RCTC at an exit conference. Section VI of this report lists the individuals participating in the review.

### 3. Metrics

The metrics used to evaluate whether a recipient is meeting the requirements for each of the areas reviewed are:

- *Not Deficient*: An area is considered not deficient if, during the review, nothing came to light that would indicate the requirements within the area reviewed were not met.
- *Deficient*: An area is considered deficient if any of the requirements within the area reviewed were not met.
- *Not Applicable*: An area can be deemed not applicable if, after an initial assessment, the recipient does not conduct activities for which the requirements of the respective area would be applicable.



### **III. Recipient Description**

#### **1. Organization and Services**

State of California law created the Riverside County Transportation Commission (Commission or RCTC) in 1976 to oversee the funding and coordination of all public transportation services within Riverside County (County). The RCTC's mission is to assume a leadership role in improving mobility in the County. The governing body consists of all five supervisorial districts 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 of California. RCTC is responsible for setting policies, establishing priorities, and coordinating activities among the County's various transit operators and local jurisdictions. The RCTC also programs, delivers projects, and oversees the allocation of federal, state, and local funds for highway, transit, rail, non-motorized travel (bicycle and pedestrian), and other transportation activities.

The RCTC serves as the tax authority and implementation agency for the voter approved Measure A Transportation Improvement Program, which was established in 1989 and renewed in 2009. Additionally, the RCTC provides motorist aid services such as Freeway Service Patrol and call box service, which are designed to expedite traffic flow and safety. The RCTC is also legally responsible for allocation of the state Transportation Development Act funds, the major sources of funds for transit in the County.

RCTC is also a member of the Southern California Regional Rail Authority (SCRRA), commonly known as "Metrolink"). In 1990, the California legislature required the RCTC and other transportation commissions of the counties of Los Angeles, Orange, Ventura, and San Bernardino to join together and jointly develop a plan for regional transit services within the multi-county region. The effort resulted in the formation in August 1991 SCRRA, a Joint Powers Agency (JPA). The SCRRA plans, designs, constructs, and administers the operation of the regional passenger rail lines servicing the counties of Los Angeles, Orange, San Bernardino, and Ventura. SCRRA operates the regional rail system Metrolink. RCTC owns and maintains nine rail stations in western Riverside County. The funding that is primarily received by FTA is used for capital projects such as station improvements.

To help supplement the transit network and expand commuter transportation options, RCTC launched a new vanpool program called VanClub in May 2018. VanClub provides eligible vanpools with up to \$400 monthly subsidy toward the cost of the vanpool lease, which includes vehicle maintenance, roadside assistance, and insurance.



## 2. Award and Project Activity

Below is a list of the RCTC's open awards at the time of the review.

<b>Federal Award Identification Number</b>	<b>Award Amount</b>	<b>Year Executed</b>	<b>Award Name</b>
CA-2021-132	\$950,000	2021	Application Name 2019 Riverside County Transportation Commission - Transit-Oriented Communities Strategic Plan D2020-TODP-004
CA-2020-274	\$1,292,223	2020	RCTC FFY20 5307 CARES Act Grant - Operating & Capital Assistance
CA-90-Z234	\$17,895,032	2018	Commuter Rail Pax Upgrades 5307
CA-2020-261	\$18,701,750	2020	Section 5337 2020 Commuter Rail State of Good Repair
CA-95-X339	\$20,000,000	2015	CMAQ Funds for PVL Operations
CA-2021-131	\$8,000,000	2021	2020 RCTC Rail Stations Capital Rehabilitation 5307
CA-54-0033	\$11,631,985	2015	Commuter Rail State of Good Repair 5337
CA-05-0268	\$12,341,791	2012	Commuter Rail 5 Year Rehab 5309
CA-2017-121	\$16,816,916	2017	5337 Rail State of Good Repair 2017
CA-05-0283	\$2,281,747	2015	Commuter Rail Rehab Final 5309
CA-2017-112	\$26,256,682	2021	5307 Rail Passenger Upgrades 2017

The RCTC received supplemental funds for operating assistance in awards numbered CA-2020-274 and CA-2020-231. This is not the RCTC's first time receiving operating assistance from the FTA.

### Projects Completed

In the past few years, the RCTC completed the following noteworthy project:

- Rail – Since the last review, the Riverside Layover Facility, La Sierra parking lot expansion, and a passenger shelter project were completed utilizing the grants from the Commuter Rail Passenger Upgrades and State of Good Repair.

### Ongoing Projects

The RCTC is currently implementing the following noteworthy projects:

- Vanpool - The vanpool program began to utilize federal funding (specifically CARES funds) beginning 1/20/20. Since that time, the program has struggled with maintaining the prior service and ridership levels, due to the COVID-19 pandemic. At the pandemic



onset, routes were reduced from 80 to 30, and the program has remained steady ever since. At the end of FY 1920 the vanpool program had 32 active routes.

- Rail - On-going capital projects under the grants for Commuter Rail Passenger Upgrades, State of Good Repair, and CARES Act State of Good Repair funds include the Riverside Downtown - Track and Platform Project, Transit Oriented Communities Strategic Plan study for rail stations, the Moreno Valley/March Field – Track and Platform Project, and station capital rehabilitation projects.

## **Future Projects**

The RCTC plans to pursue the following noteworthy projects in the next three to five years:

- Vanpool - There are no capital projects planned during this period for the vanpool program. RCTC will continue to market the program, procure subcontractors to operate the program, with the goal to expand the program to 126 routes by the end of FY 25/26
- Rail - Future projects include a South Perris Station Track Expansion and Layover Project and parking expansion projects as needed.



## **IV. Results of the Review**

### **1. Legal**

Basic Requirement: The recipient must promptly notify the FTA of legal matters and additionally notify the U.S. Department of Transportation (US DOT) Office of Inspector General (OIG) of any instances relating to false claims under the False Claims Act or fraud. Recipients must comply with restrictions on lobbying requirements.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for Legal.

### **2. Financial Management and Capacity**

Basic Requirement: The recipient must have financial policies and procedures; an organizational structure that defines, assigns and delegates fiduciary authority; and financial management systems in place to manage, match, and charge only allowable costs to the award. The recipient must conduct required Single Audits, as required by 2 CFR part 200, and provide financial oversight of subrecipients.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for Financial Management and Capacity.

### **3. Technical Capacity – Award Management**

Basic Requirement: The recipient must report progress of projects in awards to the Federal Transit Administration (FTA) and close awards timely.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for Technical Capacity – Award Management.

### **4. Technical Capacity – Program Management & Subrecipient Oversight**

Basic Requirement: States must document and follow a public involvement process for the development of the long-range statewide transportation plan and State Transportation Improvement Program (STIP). Designated recipients of Sections 5310, 5311, and 5339 funds must develop and submit a State Management/ Program Management Plan to the FTA for approval. Recipients must enter into an agreement with each subrecipient, obtain required certifications from subrecipients, report in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) on subawards, and ensure subrecipients comply with the terms of the award.

Finding: During this Triennial Review of RCTC, one (1) deficiency was found with the FTA requirements for Technical Capacity – Program Management & Subrecipient Oversight.



Deficiency Description: Written agreement missing required elements (TC-PgM3-2)

RCTC's agreement with Southern California Regional Rail Authority (SCRRA) was reviewed and discussed with RCTC staff during the site visit. The agreement does not include the information required by 2 CFR part 200 about the federal award that funds the agreement. Staff explained that the agreement must be in place by July 1 each year in order for RCTC to reimburse SCRRA for its operation of commuter rail service. Details of the FTA award that will be used to support that service are typically not known until later in the year.

Following the review, RCTC revised the subrecipient agreement to include Exhibit D: Subrecipient Awards Overview with all required elements. RCTC confirmed this will be attached to the SCRRA Subrecipient Agreement.

*2 CFR 200.332 Requirements for pass-through entities*

*All pass-through entities must:*

*(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:*

*(1) Federal award identification.*

*(i) Subrecipient name (which must match the name associated with its unique entity identifier);*

*(ii) Subrecipient's unique entity identifier;*

*(iii) Federal Award Identification Number (FAIN);*

*(iv) Federal Award Date (see the definition of Federal award date in §200.1 of this part) of award to the recipient by the Federal agency;*

*(v) Subaward Period of Performance Start and End Date;*

*(vi) Subaward Budget Period Start and End Date;*

*(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;*

*(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;*

*(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;*

*(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);*



*(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;*

*(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;*

*(xiii) Identification of whether the award is R&D; and*

*(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.*

*(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;*

*(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;*

*(4)(i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:*

*(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;*

*(B) The de minimis indirect cost rate.*

*(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d).*

*(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and*

*(6) Appropriate terms and conditions concerning closeout of the subaward.*

*FTA Frequently Asked Questions from FTA Grantees Regarding Coronavirus Disease 2019 (COVID-19)*

*ER11: Does a State DOT need to amend all active operating grants in TrAMS and grant agreements with sub-recipients?*



*A: Yes, for grants in which the State DOT and/or its subrecipients will use the expanded flexibilities. Active grant award recipients, under programs Section 5307 and 5311, that would like the increased flexibility offered will need to complete an award amendment or submit a new application. Award recipients will need to realign funds provided to sub-recipients specifically for COVID-19 Response Activities to the “ER” Account Classification Code (ACC), which was set up by the recipient for the increased flexibility.*

*Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*

*Please see Procurement review area for the required clauses.*

Corrective Action(s) and Schedule: By September 29, 2022, RCTC must submit to the FTA Los Angeles office documentation that the amended award document has been used in the next project application cycle.

## **5. Technical Capacity – Project Management**

Basic Requirement: The recipient must be able to implement the Federal Transit Administration (FTA)-funded projects in accordance with the award application, the FTA Master Agreement, and applicable laws and regulations using sound management practices.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for Technical Capacity – Project Management.

## **6. Transit Asset Management**

Basic Requirement: Recipients must comply with 49 CFR part 625 to ensure public transportation providers develop and implement transit asset management (TAM) plans.

Finding: During this Triennial Review of RCTC, one (1) deficiency was found with the FTA requirements for Transit Asset Management.

Deficiency Description: Accountable executive responsibilities not implemented (TAM3-2)

RCTC’s Executive Director is the TAM accountable executive. The TAM plan is not signed, the Executive Director’s job description does not specifically refer to TAM development or implementation, and no documentation was provided of accountable executive activities such as annual sign-off on the plan or performance targets.

Following the review, RCTC determined that moving forward, a signature page would be attached to TAM Plan annual updates. The signature page was submitted August 15, 2022.



## 49 CFR 625.5 Definitions

*Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the safety management system of a public transportation agency; responsibility for carrying out transit asset management practices; and control or direction over the human and capital resources needed to develop and maintain both the agency's public transportation agency safety plan, in accordance with 49 U.S.C. 5329(d), and the agency's transit asset management plan in accordance with 49 U.S.C. 5326.*

## 49 CFR 625.25 Transit Asset Management Plan Requirements

### (a) General.

*(3) A provider's Accountable Executive is ultimately responsible for ensuring that a TAM plan is developed and carried out in accordance with this part.*

Corrective Action(s) and Schedule: By September 29, 2022, RCTC must submit to the FTA Los Angeles Office evidence that the responsibilities of the accountable executive have been implemented.

Following the review, RCTC submitted a signature page signed by the accountable executive and determined this would be attached to annual updates moving forward. **This deficiency is closed.**

## 7. Satisfactory Continuing Control

Basic Requirement: The recipient must ensure that Federal Transit Administration (FTA)-funded property will remain available to be used for its originally authorized purpose throughout its useful life until disposition.

Finding: During this Triennial Review of RCTC, two (2) deficiencies were found with the FTA requirements for Satisfactory and Continuing Control.

### Deficiency Description #1: Property records missing information (SCC1-1)

RCTC owns several federally funded rail stations. Inventory information on those stations, submitted during the site visit, indicated that some of those stations were purchased or constructed with FTA awards after 12/26/14. RCTC provided an inventory with all required elements for the La Sierra station. This inventory did not include the additional stations and improvements purchased and constructed since 12/26/2014.

The file titled 7b4\_Master Fixed Asset Report does not document required elements consistently. The table does not consistently list the applicable federal award identification number (FAIN), so it is not possible to determine whether the real property was purchased on an award made on or after 12/26/2014. The notes section lists some required elements, but this is not consistently captured in this format.



*(2) Use. Real property must be used for the originally authorized purpose as long as needed for that purpose. Recipients must not dispose of, modify the use of, or encumber its title or other interests in the Federally assisted site and facilities without prior FTA written approval.*

*Recipients are required to use Federally assisted property continuously and appropriately throughout the useful life of the property. Recipients may be required to return the entire amount of Federal assistance spent on the Award or Federally assisted property thereunder if, during the useful life, the recipient has unreasonably delayed or failed to use the Federally assisted property for its originally intended purpose. Recipients are also required to notify FTA before property is removed from the service originally intended at the time of approval of the Award and if property is put to additional or substitute uses.*

*(3) Maintenance. Real property must be appropriately maintained. A description of the improvements, expansions, retrofits, and maintenance of real property must be properly documented in the facility inventory along with parcel address or location, useful life, date placed in service, original acquisition cost and Federal percentage of cost in order to accurately determine an equitable valuation of Federal interest at the time of early disposition of the asset.*

*(5) Reporting on Real Property. Recipients must maintain adequate records on the status of real property in which the Federal Government retains an interest. FTA requires that recipients maintain a real property inventory on file for review upon request by FTA to satisfy the requirements of 2 CFR § 200.329, which requires recipients to submit reports on an annual basis for real property in which the Federal Government retains an interest. In instances where the Federal interest in the real property will extend for a period of 15 years or more, a recipient may request FTA's permission to report at multi-year frequencies, not to exceed a five-year reporting period. A Real Property Inventory must include: property location/physical address; use and condition of the property; summary of conditions on the title; brief description of improvements, expansions, and retrofits; corresponding useful life for the assets; date placed in service; original acquisition cost; sources of funding; Federal and non-Federal participation ratios; Federal award identification number; appraised value and date; anticipated disposition or action proposed; date of disposal; and sale price of the property. If the property is excess, identify the reasons for having excess property, such as purchase to a logical boundary. This inventory is necessary in order to accurately account for assets and determine an equitable valuation of Federal interest retained in the property. The Excess Real Property Inventory and Utilization Plan requirement applies only to Grants or Cooperative Agreements awarded before December 26, 2014. The Real Property Reporting requirement (Real Property Inventory) replaces the Excess Real Property Inventory and Utilization Plan requirement for Grants and Cooperative Agreements (and funding increments to existing Grants and Cooperative Agreements) awarded on or after December 26, 2014.*

Corrective Action(s) and Schedule: By September 29, 2022, RCTC must submit to the FTA Los Angeles Office an updated real property report with all required information for all applicable properties.



Deficiency Description #2: Property reports not submitted as required (SCC1-3)

No evidence of annual property reports was found in TrAMS, and RCTC staff indicated that such reports have not been filed.

*2 CFR 200.330 Reporting on real property*

*The Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).*

Corrective Action(s) and Schedule: By December 31, 2022, RCTC must submit to the FTA Los Angeles Office:

- 1) A real property report in TrAMS and
- 2) Procedures for preparing and submitting such reports timely.

## **8. Maintenance**

Basic Requirement: Recipients must keep federally funded vehicles, equipment, and facilities in good operating condition. Recipients must keep Americans with Disabilities Act (ADA) accessibility features on all vehicles, equipment, and facilities in good operating order.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for Maintenance.

## **9. Procurement**

Basic Requirement: The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, and conform to applicable Federal law and the standards identified in 2 CFR Part 200. State recipients can use the state's overall policies and procedures. When applied to Federal procurements, those policies and procedures must still be compliant with all Federal requirements as applied to non-state recipients. The flexibility afforded by 2 CFR Part 200 should not be misconstrued as absolving a state from Federal requirements. For example, the FTA does not require each State DOT to have policies and procedures separate from the state education department.

Finding: During this Triennial Review of RCTC, one (1) deficiency was found with the FTA requirements for Procurement.



Deficiencies in review of procurement files:

During the virtual site visit to the RCTC, five (5) procurement files were reviewed, including two (2) invitation for bid (IFB) for construction, one (1) request for qualifications (RFQ) for engineering services, and two (2) request for proposals (RFP) for on-call maintenance and strategic planning services. The table below provides more details about these procurements.

Procurement #	1	2	3	4	5
Goods/Services Procured	Construction	Engineering Services	Construction	Maintenance Services	Strategic Plan
Date	11/8/2017	1/10/2018	6/12/2019	6/10/2020	3/18/2021
Dollar Value	\$4,095,100	\$8,200,000	\$4,379,858	\$13,282,500	\$92,674
Type	Construction – La Sierra Parking Lot	On-Call Design Engineering/ Environmental	Construction – DT Riverside Layover	On-Call Maintenance – Station	Transit Oriented Communities Strategic Plan
Method	IFB	RFQ	IFB	RFP	RFP
New Start or Small Start	No	No	No	No	No
Awarded by Contractors or Subrecipients	No	No	No	No	No
Change Order	Yes	Ne	Ne	Ne	Ne
DBE Goal	No	No	No	No	No
Protest	No	No	No	No	No
Deficiencies	P11-1	P11-1	P11-1	P11-1	P11-1

Deficiency Description: Missing FTA Clauses (P11-1)

None of the selected procurement files included the required Notice to FTA and DOT Inspector General and the Telecommunications clause was not included with the Strategic Plan procurement (numbered 5).

Following the review, RCTC submitted revised Section 23 and 24 of the procurement manual, including the revised clauses. These clauses were included in the On-Call Multimodal Services Consulting RFP.

*Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*

*In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.*

*(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*



*(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.*

*(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”*

*(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance 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, contractors must 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, contractors must be required to 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. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.*

*(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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, each contractor must be required to 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.*



*(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.*

*(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

*(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.*

*(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

*(J) See §200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.*



*Required Clauses in Third Party Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third-party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable:*

*(1) Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)*

*(2) Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.*

*(3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, “Equal Employment Opportunity,” 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”*

*(4) Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance 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, contractors must 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, contractors must be required to 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. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance 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 that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.*

*(5) Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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, each contractor must be required to compute the wages of every mechanic and laborer based on 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.*

*(6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.*

*(7) Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

*(8) Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:*



*(i) Complies with federal debarment and suspension requirements; and*

*(ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.*

*(9) Restrictions on Lobbying (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 49 CFR Part 20. 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 must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.*

*(10) Solid Wastes. A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.*

*200.216 Prohibition on certain telecommunications and video surveillance services or equipment.*

*(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:*

*(1) Procure or obtain;*

*(2) Extend or renew a contract to procure or obtain; or*

*(3) 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. 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).*

*(i) 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).*



*(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.*

*(iii) 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.*

*(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.*

*FTA Master Agreement (28) Section 39(b).*

*Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.*

*(1) 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.*

*(2) 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.*

*(3) Additional Notice to U.S. DOT Inspector General. The Recipient 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 Recipient is located, if the Recipient 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. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. 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 Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.*

Corrective Actions and Schedule: By September 29, 2022, RCTC must submit to the Los Angeles office:

- 1) Revised procurement procedures that address inclusion of all FTA-required third-party contract clauses through use of a clause checklist or other mechanism.
- 2) Documentation that the required clauses are included in RCTC contracts for the next procurement.

Following the review, RCTC submitted revised procedures and included all applicable clauses with an RFP. **This deficiency is closed.**

## **10. Disadvantaged Business Enterprise (DBE)**

Basic Requirement: Recipients must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US Department of Transportation (US DOT)-assisted contracts. Recipients also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts.

Finding: During this Triennial Review of RCTC, one (1) deficiency was found with the US DOT requirements for DBE.

Deficiency Description: Insufficient documentation of written certifications of DBE monitoring (DBE12-3)

RCTC’s monitoring of contractors for compliance with DBE requirements were discussed during the site visit. RCTC project managers and contracted project managers track work done by DBE subcontractors when reviewing invoices and certified payrolls monthly, and daily inspectors visit worksite to talk with DBE subcontractors and observe work being performed. The results of the monitoring are not certified in writing, however.

Following the virtual site visit, RCTC submitted a process for making written certifications of DBE monitoring.

*49 CFR 26.37(b)*

*Your DBE program must also include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. This mechanism must include a written certification that you have reviewed contracting records and monitored work sites in your state for this purpose. The monitoring to which this paragraph*



*refers may be conducted in conjunction with monitoring of contract performance for other purposes (e.g., close-out reviews for a contract).*

#### 49 CFR 26.29

*(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.*

*(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:*

*(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.*

Corrective Actions and Schedule: By September 29, 2022, RCTC must submit to the FTA Regional Civil Rights Officer (RCRO) evidence that it has implemented a process for making written certifications of DBE monitoring.

Following the virtual site visit, RCTC submitted a process for making written certifications of DBE monitoring. **This deficiency is closed.**

## 11. Title VI

Basic Requirement: The recipient must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance without regard to whether specific projects or services are federally funded. The recipient must ensure that all transit services and related benefits are distributed in an equitable manner.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for Title VI.

## 12. Americans with Disabilities Act (ADA) – General

Basic Requirement: Titles II and III of the Americans with Disabilities Act of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

Finding: During this Triennial Review of RCTC, one (1) deficiency was found with the US DOT requirements for ADA – General.



Deficiency Description: Demand response service deficiency (ADA-GEN5-1)

Program guidelines and a sample leasing vendor agreement for RCTC's vanpool program, VanClub, were reviewed and discussed during the site visit. Vanpool systems, which are operated by public entities, or in which public entities own or purchase or lease the vehicles, are subject to the requirements of Part 37 for demand responsive service for the general public operated by public entities. A vanpool system in this category is deemed to be providing equivalent service to individuals with disabilities if a vehicle that an individual with disabilities can use is made available to and used by a vanpool in which such an individual chooses to participate (49 CFR 37.31).

Program guidelines indicate that if an accessible vehicle is needed, the leasing vendor will modify a vehicle which may result in an additional charge. RCTC, which subsidizes each vanpool at \$400/month, will not be responsible for the extra charges. The vendor agreement includes a requirement to comply with federal requirements, including the ADA, but does not include a responsibility for providing accessible vehicles.

During the site visit, RCTC's vanpool consultant explained that the participants in each vanpool have a range of vehicle types and options to choose from; monthly costs range from \$800-\$1,600 per month. If a group selects a standard vehicle, the vanpool consultant noted that the three leasing vendors have accessible vehicles available, which can be assigned to the group at no extra charge. If the group selects a non-standard vehicle, accessibility may require a retrofit, particularly to enable accessibility for a wheelchair user. In that case, the vanpool participants as a whole would bear the cost of modifying the vehicle.

As it now operates, the program does not provide equivalent service for people with disabilities with regard to fares, or fees. There is a difference in the rates that would be charged to the participants in a vanpool that requires a retrofitted vehicle for accessibility as compared to participants in other vanpools that either do not need an accessible vehicle or can obtain an accessible standard vehicle at no extra charge. In addition, the participant who needs the accessible vehicle must convince the other participants in that vanpool to share the additional costs of the accessible vehicle or bear those costs alone.

*49 CFR 37.5 Nondiscrimination*

*(a) No entity shall discriminate against an individual with a disability in connection with the provision of transportation service.*

*49 CFR 37.23 Service under contract*

*(a) When a public entity enters into a contractual or other arrangement (including, but not limited to, a grant, subgrant, or cooperative agreement) or relationship with a private entity to operate fixed route or demand responsive service, the public entity shall ensure that the private entity meets the requirements of this part that would apply to the public entity if the public entity itself provided the service.*

*(b) A private entity which purchases or leases new, used, or remanufactured vehicles, or remanufactures vehicles, for use, or in contemplation of use, in fixed route or demand responsive*



*service under contract or other arrangement or relationship with a public entity, shall acquire accessible vehicles in all situations in which the public entity itself would be required to do so by this part.*

*(c) A public entity which enters into a contractual or other arrangement (including, but not limited to, a grant, subgrant, or cooperative agreement) or relationship with a private entity to provide fixed-route service shall ensure that the percentage of accessible vehicles operated by the public entity in its overall fixed route or demand responsive fleet is not diminished as a result.*

*(d) A private entity that provides fixed route or demand responsive transportation service under contract or other arrangement (including, but not limited to, a grant, subgrant, or cooperative agreement) with another private entity shall be governed, for purposes of the transportation service involved, by the provisions of this part applicable to the other entity.*

Corrective Action(s) and Schedule: By September 29, 2022, RCTC must submit to the RCRO a plan to bring the VanClub program into compliance with equivalent service requirements and a timeline for implementation.

### **13. ADA – Complementary Paratransit**

Basic Requirement: Under 49 CFR 37.121(a), each public entity operating a fixed-route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed-route system. “Comparability” is determined by 49 CFR 37.123-37.133. Requirements for complementary paratransit do not apply to commuter bus, commuter rail, or intercity rail systems.

Finding: During this Triennial Review of RCTC, the US DOT requirements for ADA—Complementary Paratransit were found to be not applicable.

### **14. Equal Employment Opportunity**

Basic Requirement: The recipient must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program or activity receiving Federal financial assistance under the Federal transit laws.

Finding: During this Triennial Review of RCTC, the US DOT requirements for Equal Employment Opportunity were found to be not applicable.



## **15. School Bus**

Basic Requirement: Recipients are prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the Federal Transit Administration (FTA) Administrator under an allowable exemption. Federally funded equipment or facilities cannot be used to provide exclusive school bus service.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for School Bus.

## **16. Charter Bus**

Basic Requirement: Recipients are prohibited from using the FTA-funded equipment and facilities to provide charter service that unfairly competes with private charter operators. Recipient may operate charter only when the service meets a specified exception defined in rule.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for Charter Bus.

## **17. Drug Free Workplace Act**

Basic Requirement: Recipients are required to maintain a drug free workplace for all award-related employees; report any convictions occurring in the workplace timely; and have an ongoing drug free awareness program.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for Drug-Free Workplace Act.

## **18. Drug and Alcohol Program**

Basic Requirement: Recipients receiving Section 5307, 5309, 5311, or 5339 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for Drug and Alcohol Program.



## **19. Section 5307 Program Requirements**

Basic Requirement: The recipient must participate in the transportation planning process in accordance with Federal Transit Administration (FTA) requirements and the metropolitan and statewide planning regulations.

Recipients shall develop, publish, afford an opportunity for a public hearing on, and submit for approval, a program of projects (POP).

Recipients are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction.

For fixed-route service supported with Section 5307 assistance, fares charged seniors, persons with disabilities or an individual presenting a Medicare card during off peak hours will not be more than one half the peak hour fares.

Finding: During this Triennial Review of RCTC, no deficiencies were found with the FTA requirements for Section 5307 Program Requirements.

## **20. Section 5310 Program Requirements**

Basic Requirement: Recipients must expend Section 5310 funds on eligible projects that meet the specific needs of seniors and individuals with disabilities. Projects selected for funding must be included in a locally developed, coordinated public transit-human services transportation plan. Recipients must approve all subrecipient leases of Section 5310-funded vehicles. Leases of Section 5310-funded vehicles must include required terms and conditions. Either the recipient or subrecipient must hold title to the leased vehicles.

Finding: This section only applies to recipients that receive Section 5310 funds directly from the FTA; therefore, the related requirements are not applicable to the review of RCTC.

## **21. Section 5311 Program Requirements**

Basic Requirement: States must expend Section 5311 funds on eligible projects to support rural public transportation services and intercity bus transportation.

Finding: This section only applies to recipients that receive Section 5311 funds directly from FTA; therefore, the related requirements are not applicable to the review of RCTC.



## **22. Public Transportation Agency Safety Plan (PTASP)**

**Basic Requirement:** Recipients must comply with the Public Transportation Agency Safety Plan (PTASP) regulation (49 CFR Part 673) to ensure public transportation providers develop and implement an Agency Safety Plan (ASP).

**Finding:** During this Triennial Review of RCTC, the FTA requirements for Public Transportation Agency Safety Plan Requirements were found to be not applicable.

## **23. Cybersecurity**

**Basic Requirement:** Recipients that operate rail fixed guideway public transportation systems must certify compliance with the requirements for establishing a cybersecurity process under 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019).

**Finding:** During this Triennial Review of RCTC, the FTA requirements for Cybersecurity Requirements were found to be not applicable.



## V. Summary of Findings

Review Area	Finding	Deficiency Code(s)	Corrective Action(s)	Response Due Date(s)	Date Closed
1. Legal	ND				
2. Financial Management and Capacity	ND				
3. Technical Capacity – Award Management	ND				
4. Technical Capacity – Program Management and Subrecipient Oversight	D	TC-PgM3-2: Written agreement missing required elements	RCTC must submit to the FTA Los Angeles office documentation that the amended award document has been used in the next project application cycle.	September 29, 2022	
5. Technical Capacity – Project Management	ND				
6. Transit Asset Management	D	TAM3-2: Accountable executive responsibilities not implemented	RCTC must submit to the FTA Los Angeles Office evidence that the responsibilities of the accountable executive have been implemented.  Following the review, RCTC submitted a signature page signed by the accountable executive and determined this would be attached to annual updates moving forward. <b>This deficiency is closed.</b>	September 29, 2022	August 15, 2022
7. Satisfactory Continuing Control	D	SCC1-1: Property records missing information	RCTC must submit to the FTA Los Angeles Office an updated real property report with all required information for all applicable properties.	September 29, 2022	
		SCC1-3: Property reports not submitted as required	RCTC must submit to the FTA Los Angeles Office: 1) A real property report in TrAMS and 2) Procedures for preparing and submitting such reports timely.	December 31, 2022	
8. Maintenance	ND				
9. Procurement	D	P11-1: Missing FTA Clauses	RCTC must submit to the Los Angeles office: 1) Revised procurement procedures that address inclusion of all FTA-required third-party contract clauses through use of a clause checklist or other mechanism. 2) Documentation that the required clauses are included in RCTC contracts for the next procurement.  Following the review, RCTC submitted revised procedures and included all applicable clauses with an RFP. <b>This deficiency is closed.</b>	September 29, 2022	August 15, 2022



Review Area	Finding	Deficiency Code(s)	Corrective Action(s)	Response Due Date(s)	Date Closed
10. Disadvantaged Business Enterprise	D	DBE12-3: Insufficient documentation of written certifications of DBE monitoring	RCTC must submit to the FTA Regional Civil Rights Officer (RCRO) evidence that it has implemented a process for making written certifications of DBE monitoring.  Following the virtual site visit, RCTC submitted a process for making written certifications of DBE monitoring. <b>This deficiency is closed.</b>	September 29, 2022	July 20, 2022
11. Title VI	ND				
12. Americans with Disabilities Act (ADA) – General	D	ADA-GEN5-1: Demand response service deficiency	RCTC must submit to the RCRO a plan to bring the VanClub program into compliance with equivalent service requirements and a timeline for implementation.	September 29, 2022	
13. ADA – Complementary Paratransit	NA				
14. Equal Employment Opportunity	NA				
15. School Bus	ND				
16. Charter Bus	ND				
17. Drug-Free Workplace	ND				
18. Drug and Alcohol Program	ND				
19. Section 5307 Program Requirements	ND				
20. Section 5310 Program Requirements	NA				
21. Section 5311 Program Requirements	NA				
22. Public Transportation Agency Safety Plan	NA				
23. Cybersecurity	NA				

The metrics used to evaluate whether a recipient is meeting the requirements for each of the areas reviewed are: Deficient (D)/Not Deficient (ND)/Not Applicable (NA)



## VI. Participants

Name	Title	Phone Number	E-mail Address
<b><i>Riverside County Transportation Commission (RCTC)</i></b>			
Aaron Hake	Regional Conservation Deputy Executive Director	951-787-7965	ahake@rctc.org
Anne Mayer	Executive Director	951-787-7907	amayer@rctc.org
Beatris Megerdichian	Management Analyst	951-787-7953	bmegerdichian@rctc.org
Brian Cunanan	Commuter/Motorist Assistance Manager	951-787-7943	bcunanan@rctc.org
Bryce Johnston	Sr. Capital Projects Manager	951-787-4016	bjohnston@rctc.org
David Knudsen	External Affairs Director	951-787-7938	dknudsen@rctc.org
David Lewis	Capital Projects Manager	951-787-7970	dlewis@rctc.org
Eric DeHate	Transit Manager	951-787-7989	edehate@rctc.org
Erick Gutierrez	Sr. Management Analyst (ROW)	951-955-8513	egutierrez@rctc.org
Gabriela Montenegro	Accounting Technician	951-787-7937	gmontenegro@rctc.org
Gary Ratliff	Facilities Administrator	951-787-7922	gratliff@rctc.org
Hector Casillas	Right of Way Manager	951-778-1097	hcasillas@rctc.org
Jenny Chan	Planning & Programming Manager	951-787-7924	jchan@rctc.org
Jillian Guizado	Planning & Programming Director	951-787-7923	jguizado@rctc.org
John Standiford	Deputy Executive Director	951-787-7969	jstandiford@rctc.org
Jose Mendoza	Procurement Manager	951-787-7967	jmendoza@rctc.org
Lorelle Moe-Luna	Multimodal Services Director	951-787-7934	lmoe-luna@rctc.org



Matthew Wallace	Deputy Director of Financial Administration	951-787-7908	mwallace@rctc.org
Megan Kavand	Sr. Financial Analyst	951-787-4012	mkavand@rctc.org
Michele Cisneros	Deputy Director of Finance	951-787-7941	mcisnero@rctc.org
Monica Morales	Sr. Management Analyst (Transit)	951-787-7933	mmorales@rctc.org
Pamela Velez-Renteria	HR Administrator	951-787-7966	pvelezrenteria@rctc.org
Sergio Vidal	Chief Financial Officer	951-787-7926	svidal@rctc.org
Sheldon Peterson	Rail Manager	951-787-7928	speterson@rctc.org
Veronica Padilla	Human Resources Administrator	951-787-7974	vpadilla@rctc.org
A. Haviva Shane	Attorney - Best, Best, Krieger Attorneys at Law	951-288-1274	haviva.shane@bbklaw.com
Michelle Kirkhoff	MK Consulting		michelle@mkconsulting.me
Erik Galloway	Bechtel Contractor	951-787-4015	egalloway@bec-riv.org
<b>FTA</b>			
Ray Tellis	Regional Administrator	415-734-9471	ray.tellis@dot.gov
Karin Vosgueritchian	Regional Civil Rights Officer, Region 9	415-734-9475	karin.vosgueritchian@dot.gov
Nicholas Sun	Program Manager, Office of Civil Rights	312-705-1267	nicholas.sun@dot.gov
Charlene Lee Lorenzo	Director, Los Angeles Office	213-202-3952	charlene.leelorenzo@dot.gov
Mahilet Amare	General Engineer	213-629-8610	mahilet.amare@dot.gov
Luis Lopez	General Engineer	213-629-8615	l.lopez@dot.gov
<b>Calyptus Consulting Group, Inc.</b>			
Patricia Monahan	Reviewer	617-291-8431	patti.monahan@monahanmobility.com
Ellen Harvey	Reviewer	617-577-0042	eharvey@calyptusgroup.com



## **VII. Appendices**

No appendices are included in this report.







# **AGENDA ITEM 6I**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Audit Ad Hoc Committee Monica Morales, Senior Management Analyst Lorelle Moe-Luna, Multimodal Services Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Fiscal Years 2019-2021 Transportation Development Act Triennial Performance Audit Results for the Commission and Riverside County Transit Operators

**AUDIT AD HOC COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Receive and file the Fiscal Years 2018/2019 through FY 2020/2021 Transportation Development Act (TDA) triennial performance audit results for the Commission; and
- 2) Receive and file the FYs 2018/2019 through FY 2020/2021 TDA triennial performance audit results for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA); Riverside Transit Agency (RTA); and SunLine Transit Agency (SunLine).

**BACKGROUND INFORMATION:**

In accordance with state law (California Public Utilities Code Section 99246), the Commission is required every three years to arrange for the performance audits of its activities as well as the activities of the transit operators to which it allocates TDA funds such as Local Transportation Funds (LTF) and State Transit Assistance (STA). At its December 2018 meeting, the Commission approved the selection of Michael Baker International Inc. to conduct the triennial performance audits for FYs 2015/16, 2016/17, 2017/18 including a one two-year option for the FYs 2018/19, 2019/20 and 2020/21. The scope of work included review of the seven public transit operators of the cities of Banning, Beaumont, Corona, and Riverside; PVVTA; RTA; SunLine; and the Commission. All audits have been completed and reports were transmitted to Caltrans before the April 2023 deadline, as required by TDA.



## **DISCUSSION:**

### **TDA Triennial Performance Audit of the Commission**

The auditors' charge in the Commission's triennial performance audit process was to:

- Assess the Commission's compliance with the 14 TDA regulations as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*;
- Evaluate the efficiency and effectiveness of the Commission activities related to transportation planning, programming, regional coordination, grant management and oversight; and
- Review the Commission's actions and progress on the implementation of prior triennial performance audit recommendations.

The Commission's FY 2018/2019 – FY 2020/2021 Triennial Audit (Attachment 1) concluded that the Commission is in compliance with all TDA regulations. The audit also found that of the five recommendations from the last triennial audit, two have been fully implemented and three will be carried over as they are partially implemented or pending implementation due to uncertainty of the economic conditions of the COVID-19 pandemic. There are no new recommendations or findings. A summary of the last triennial audit recommendations and status updates are provided in the table below.

<b>Prior Triennial Audit Recommendations</b>	<b>Status</b>
1. Clarify options for operator eligibility to use State Transit Assistance funds for operations.	Complete
2. Review the purpose of the Short-Range Transit Plan updates.	Complete
3. Commission revisit the TDA funding formula for Western Riverside County bus and commuter rail service, which currently distributes LTF and STA to bus and commuter rail with a split of 78 percent and 22 percent, respectively.	Staff is currently monitoring the current economic conditions to determine the appropriate time to revisit the TDA formula for Western Riverside County bus and commuter rail service.
4. Commission enforce and monitor the transit operators' annual financial Transactions Report with separate reports for general public transit and demand response.	One remaining operator, the City of Beaumont continues to submit one State Controller Report. Staff will continue to work with the operator to ensure that it is adhering to the proper financial reporting procedures.
5. Develop a comprehensive funding manual as a repository of all localized materials and processes related to the TDA.	Project is underway and is anticipated to be completed in fall 2023.



## **TDA Triennial Performance Audits of the Public Transit Operators**

The TDA requires that an operator receiving TDA funds be audited for efficiency, effectiveness and economy of the operation. The major elements of performance audits of transit operators include review of compliance requirements, transit operator functions, and performance indicators. Generally, the transit operators' reports show that they are providing their services effectively and within the requirements of state law, with a few exceptions as noted in each operator report.

The auditor is also required to follow-up on the prior performance review recommendations and assess progress made. The auditors outlined findings and made recommendations for each of the public transit operators. Highlights of recommendations for each transit operator are summarized as follows:

### **City of Banning**

1. Ensure timely completion and submittal of external TDA financial reports.
2. Consider commissioning the development of a Comprehensive Operational Analysis.
3. Consider the development of an advertising program and other local funds to support farebox recovery.
4. Maintain efforts to hire and retain a transit manager.

### **City of Beaumont**

1. Prepare and submit separate State Controller Transit Operators Financial Transactions reports for general public transit and specialized service.
2. Ensure timely completion and submittal of external TDA financial reports.
3. Improve monitoring and verification of vehicle fleet inventory.
4. Re-engage with riders and collect user input.

### **City of Corona**

1. Continue process of implementing ADA subscription services on Dial-A-Ride.
2. Include additional locally generated revenue in the farebox recovery.
3. Develop COVID-19 recovery plan and target core ridership including student riders.

### **City of Riverside**

1. Continue efforts toward implementing a strategic planning process.
2. Continue leveraging TransTrack reporting capabilities.
3. Enhance aspects of ongoing driver training.

### **RTA**

1. Conduct cost benefit for e-procurement alternatives.



#### SunLine

1. Resume update of the employee handbook that would address remote work and other changes to the work culture.
2. Continue efforts to coordinate opportunities for SunLine transit redesign with intelligent transportation infrastructure in the Coachella Valley.

#### PVVTA

1. Collaborate with peer transit agencies regarding the implementation of zero-emission vehicles (ZEV) and ensure vehicle purchases are consistent with the ZEV rollout plan.
2. Pursue targeted marketing efforts and rebranding of the service.
3. Revisit fare structure in light of low farebox recovery from passenger revenue.

Staff and the transit operators will be tracking the progress on implementing the above recommendations. As part of the annual SRTP updates, the operators describe the current implementation status of each of their recommendations from their most recent TDA triennial performance audits. Staff will also continue to work with the transit agencies to assist them in developing better administrative practices to ensure that any negative findings found in the recent audits are not repeated in the next triennial performance audit period.

#### **FISCAL IMPACT:**

There is no fiscal impact for this item.

Attachments: Click on the following Link: <https://www.rctc.org/wp-content/uploads/2022/11/6I.A1-A8-Triennial-Performance-Audits.pdf>

- 1) RCTC FYs 2019-2021 TDA Triennial Audit
- 2) City of Banning FYs 2019-2021 TDA Triennial Audit
- 3) City of Beaumont FYs 2019-2021 TDA Triennial Audit
- 4) City of Corona FYs 2019-2021 TDA Triennial Audit
- 5) City of Riverside FYs 2019-2021 TDA Triennial Audit
- 6) RTA FYs 2019-2021 TDA Triennial Audit
- 7) SunLine FYs 2019-2021 TDA Triennial Audit
- 8) PVVTA FYs 2019-2021 TDA Triennial Audit



# **AGENDA ITEM 6J**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Ariel Alcon Tapia, Senior Management Analyst David Knudsen, External Affairs Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Quarterly Public Engagement Metrics Report, July-September 2022

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Receive and file the Quarterly Public Engagement Metrics Report for July-September 2022.

**BACKGROUND INFORMATION:**

The Commission's digital communication efforts continue to provide information about vital transportation projects, programs, and initiatives affecting Riverside County residents and other stakeholders. The digital communication also outlines Measure A investments across Riverside County. The External Affairs staff monitors and measures these efforts to understand how audiences respond to the digital information presented across RCTC's social media platforms. This report covers the third quarter of 2022, from July to September.

Public engagement activities are summarized in this report and in the attached Public Engagement Metrics. This quarter paid digital advertisements focused on informing the public about the Interim 15 Corridor Operations Project and eastbound 91 weekend closures. While there were increases in followers across all three platforms, advertising drives reach and engagement. Staff strategically boosts and places digital advertising based on the need to increase visibility for specific projects and advocacy efforts. It is important to note that the metrics show comparisons to the previous quarter, which featured a robust public awareness effort with paid advertisements about three proposed assembly bills that would have affected the future of transportation funding. That second quarter public awareness effort drew heavy public engagement and reach that did not continue into this quarter, causing some metrics to show a decline.



This quarter's report includes three sets of data:

- 1) Metrics for RCTC's overall public engagement activities including public sentiment on social media; social media followers, engagement, and reach; email notifications; website use and access; and website top pages visited
- 2) Metrics for the I-215 Placentia Avenue Interchange Project including email activity, website sessions, and social media
- 3) Metrics for RCTC's 15/91 Express Lanes Connector Project including email activity, text messages, website sessions, and social media

### **RCTC Overall Public Engagement**

#### **1) Social Media**

- a. Public sentiment was positive with some minor negative dips. Sentiment was mixed on a post related to the opening of the I-15 Interim Corridor Operations Project in July. Comments relating to widened freeways and need to do more in the area were recorded as negative. Other posts relating to Metrolink offers, IE Commuter information, and the I-215 Placentia Interchange construction garnered positive reactions.
- b. **Facebook:** Followers continue to increase steadily. This quarter, followers grew by 2%, from 12,544 to 12,759. The page had 81,175 forms of engagement, such as likes, comments, and video viewing and shares, a 35% decrease from last quarter's 125,814 forms of engagement. The page reached 1,123,157 unique users for the quarter (followers and non-followers), a decrease of 35% from last quarter's 1,521,409.
- c. **Twitter:** The page showed an 8% increase in followers, from 1,469 to 1,594. Engagement increased 3%, from 6,176 to 6,363 while impressions decreased by 80%, from 260,770 to 52,000. While there were fewer paid advertisements on Twitter this past quarter, engagement continued to be strong as more followers and non-followers engaged with organic tweets.
- d. **Instagram:** Followers grew by 3%, from 2,480 to 2,550. Engagement increased 972% from 3,702 forms of engagement to 39,696. This significant increase in engagement is attributed to IG stories. In previous reports, engagement with Instagram stories were not captured accurately by Meta, Instagram's parent company. This quarter's reach was 481,085 unique users, a 36% decrease from last quarter's 747,547.

- #### **2) The Point E-Newsletter:**
- RCTC continues to produce content for its online blog, **The Point**, and distributes the publication via email to subscribers. Subscribers increased 1% from 6,021 to 6,057. Approximately 37% of the e-newsletter subscribers opened **The Point**, a 1% decrease from the previous quarter, and 5% clicked on links to learn more.



3) **Website**

- a. There were 49,238 website visits this quarter, a 21% decrease from last quarter's 62,660 visits. There also were 34,552 unique users, an increase of 30% compared to the previous quarter's 46,082 unique users.
- b. Most visitors (39%) reached the website via directly (keying in rctc.org) this past quarter. Visitors who accessed through a search engine totaled 38%. This reflects a change from previous quarter that showed most users accessing the website via social media. Users who reached the website via social media dropped to 13%. Others reached the website via other website referrals (9%) and email links (1%).
- c. Website access by device continues to fluctuate. Visits were 37% via desktop and 63% via mobile device this quarter, compared to 26% via desktop and 74% via mobile last quarter.
- d. The homepage continues to be the most frequently visited page, followed by the 91 Refresh Project, 15/91 Express Lanes Connector Project page, and employment page. The Meetings and Agendas page was knocked out of the top four pages.

**I-215 Placentia Avenue Interchange Public Engagement**

- 1) **Emails:** Total email sign-ups since the start of the project grew to 5,892. This is a 18% increase over the 1,484 sign-ups received through the end of last quarter and may be related due to increased attention to photos showing construction is almost complete and increased interest in the Mid County Parkway as a whole. There was a total of 47 email inquiries, an increase of 15% over the 41 inquiries through the end of last quarter.
- 2) **Webpage:** Visits to the project webpage grew to 5,892, a 18% increase from the 4,998 visits through the end of last quarter.
- 3) **Social Media:** This project does not have designated social media accounts. RCTC's social media accounts, @theRCTC, are being used for this project. Total social media post engagements totaled 8,026 for this quarter, an 88% increase from the 4,270 engagements through the end of the previous quarter.

**15/91 Express Lanes Connector Public Engagement**

- 1) **Emails:** Email sign-ups during the last quarter totaled 3,059, an increase of 11%. The project team received 19 email inquiries to date.
- 2) **Texts:** A total of 327 people have registered to receive texts, a 23% increase over the 266 sign-ups through the end of last quarter.
- 3) **Webpage:** Visits to the project webpage grew 18% during the quarter, from 22,038 visits last quarter to 26,063 visits this quarter.
- 1) **Social Media:** Facebook page likes increased to 3,239 compared to 3,221 last quarter, a 1% increase. Twitter grew by 6% from 359 to 381 followers. Instagram followers increased 5% from 805 to 849 followers.



**FISCAL IMPACT:**

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

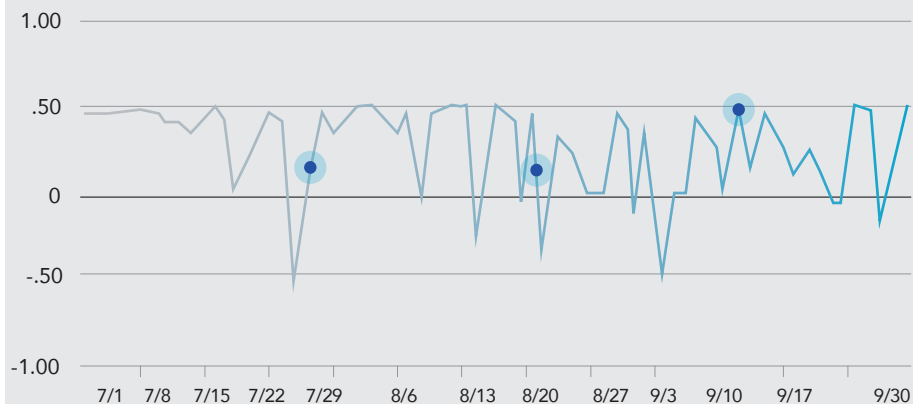
Attachments:

- 1) RCTC Overall Public Engagement Metrics
- 2) I-215 Placentia Interchange Construction Public Engagement Metrics
- 3) 15/91 Express Lanes Connector Construction Public Engagement Metrics



## Public Engagement Metrics: Q3

## Overall Social Media Sentiment



## Eblasts



**+1%**  
 Subscribers  
 6,057

Average  
 Open  
 37%

Average  
 Click  
 5%

## Web

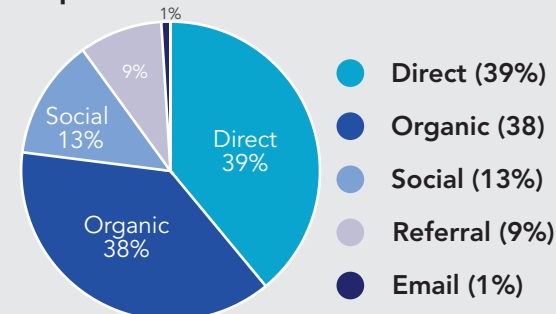
**49,238**  
 Number of  
 Sessions

**-21%**

**34,552**  
 Number of  
 Unique Users

**-25%**

## Top Channels



## Differences

Social media referrals decreased, while direct and organic increased.

## Social Media



Facebook

Followers  
 12,759 **+2%**

Engagement  
 81,175 **-35%**

Reach  
 1,123,157 **-26%**



Twitter

Followers  
 1,594 **+9%**

Engagement  
 6,363 **+3%**

Impressions  
 52,000 **-80%**



Instagram

Followers  
 2,550 **+3%**

Engagement  
 39,696 **+972%**

Reach  
 481,085 **-36%**

## Top Pages Visited

The Homepage was the most visited page, followed by:

- 91 Refresh Project
- 15/91 Express Lanes Connector Project
- Employment

## Desktop vs Mobile Users



\*Significant increase in Instagram engagement is due to metrics accurately counting IG Stories





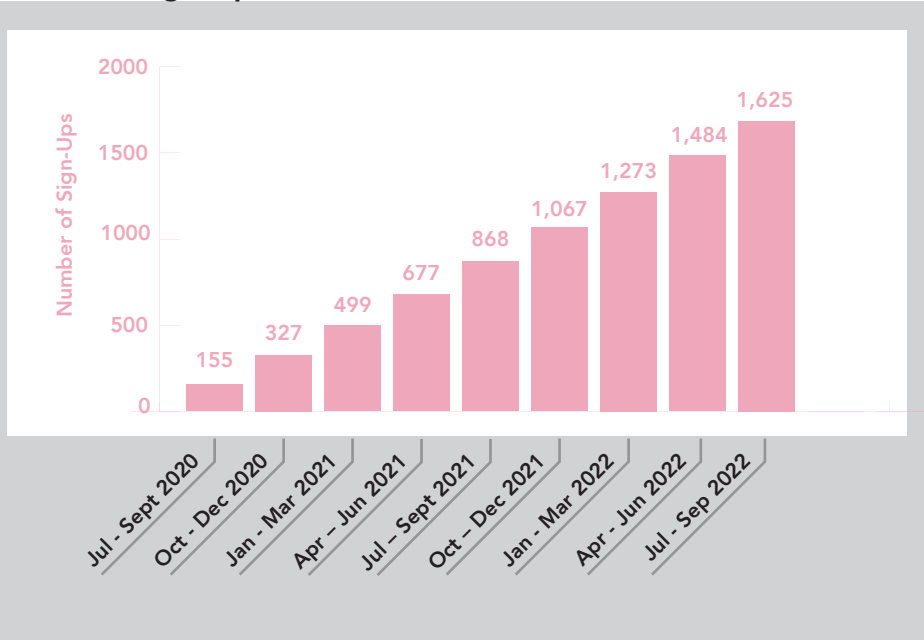




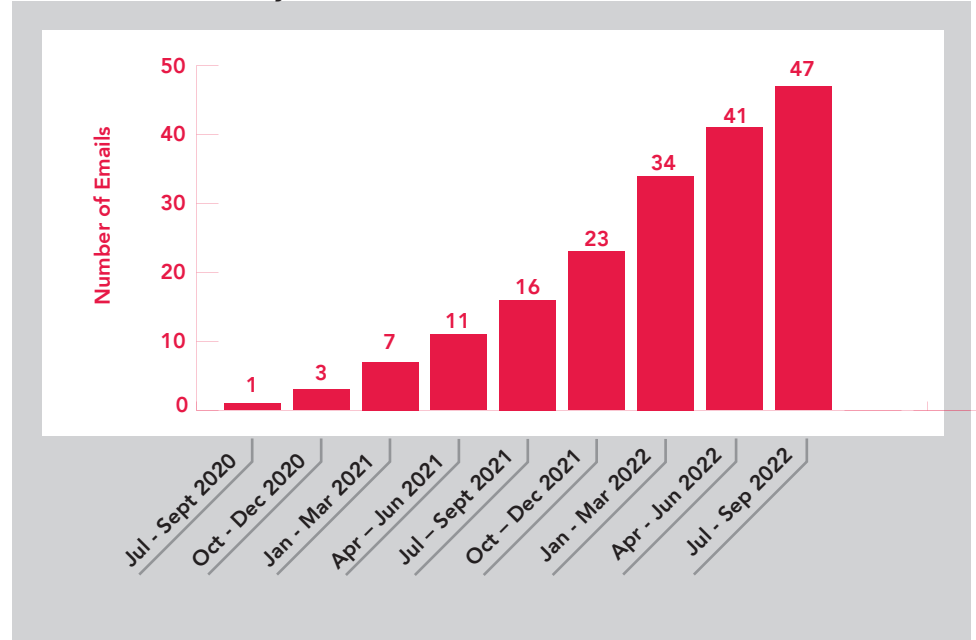
# I-215 Placentia Interchange Project

## Quarterly "At-a-Glance" Metrics Report

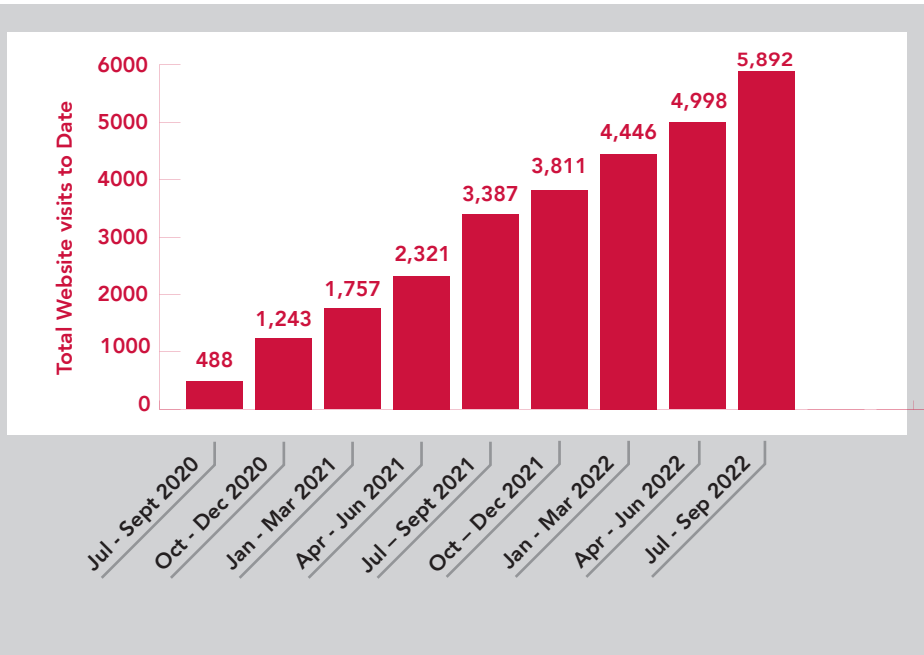
### Email Sign-Ups



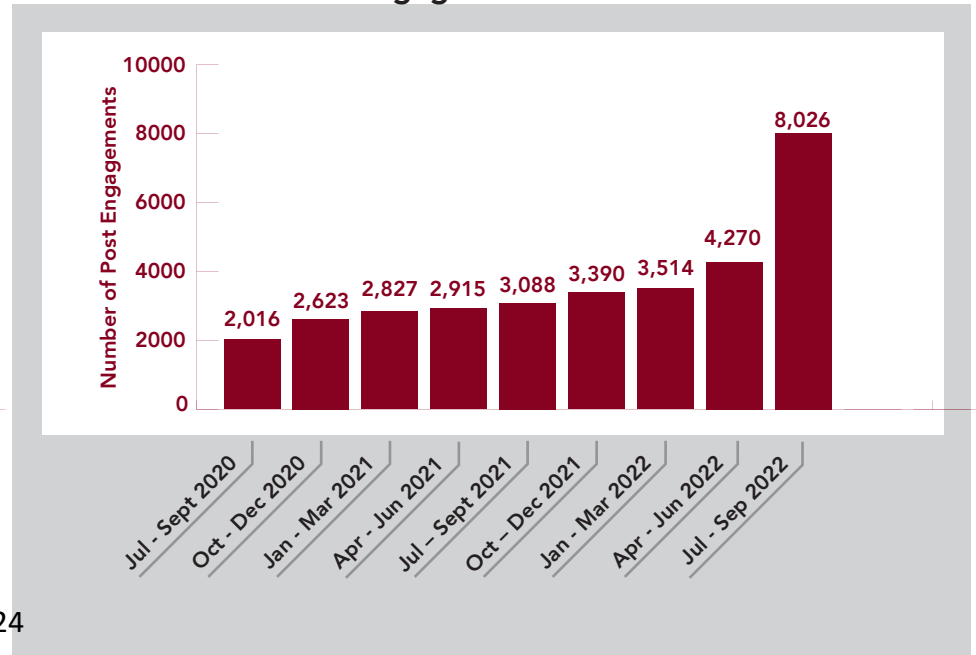
### Emails to Project Team



### Website Sessions



### Social Media Post Engagements





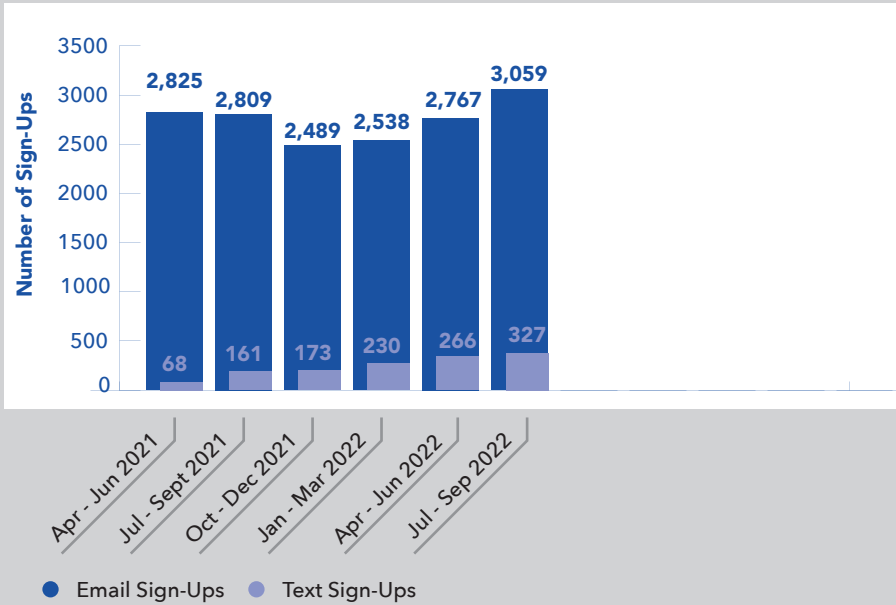




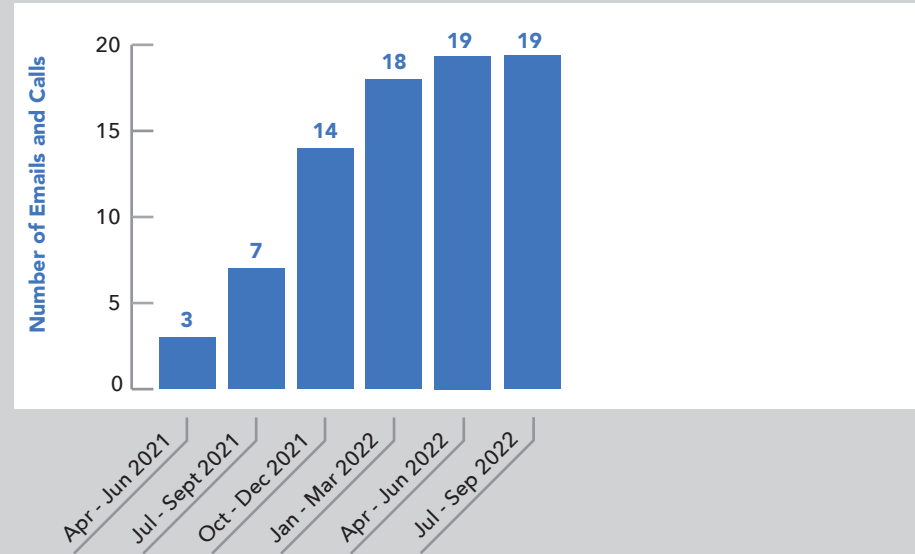
# 15/91 Express Lanes Connector Project Quarterly "At-a-Glance" Metrics Report

July - September 2022

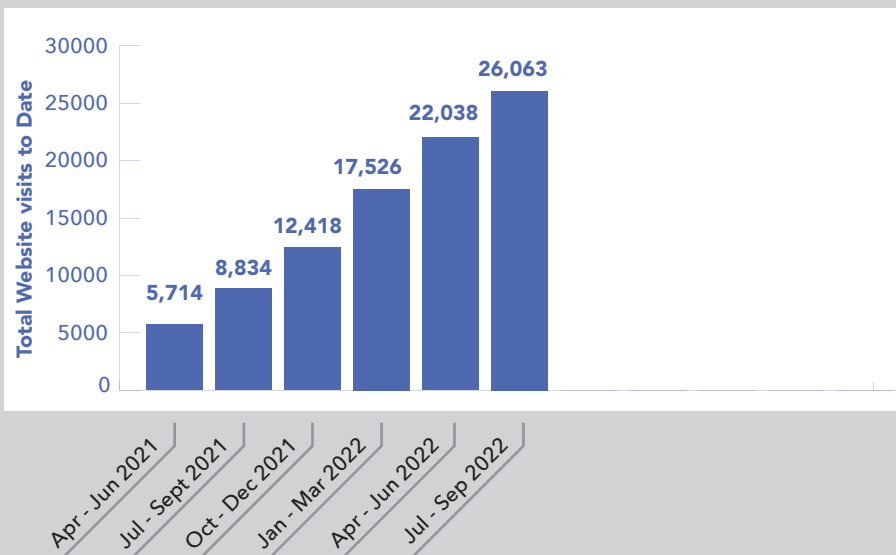
## Email & Text Alert Sign-Ups



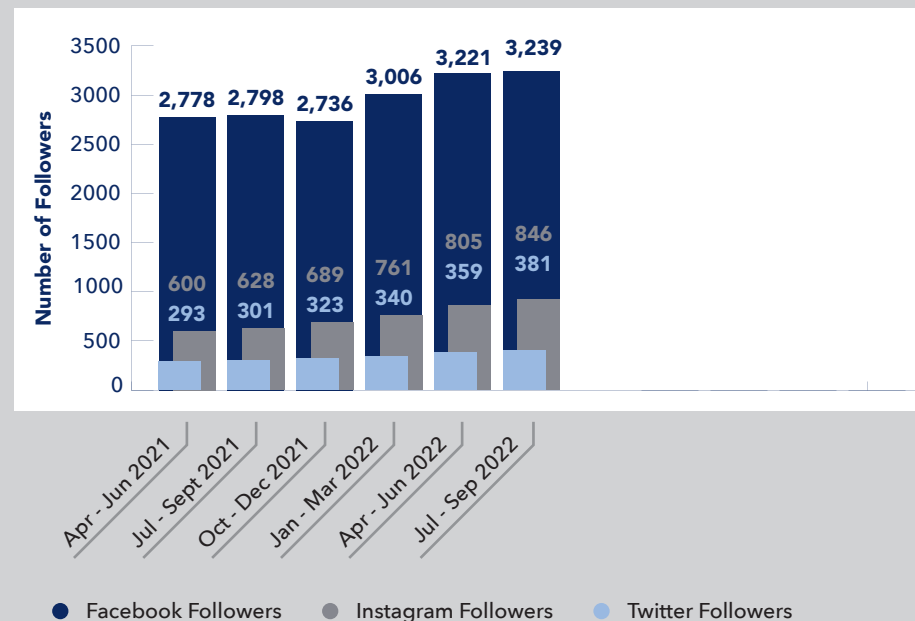
## Emails to Project Team



## Website Sessions



## Social Media Followers









# **AGENDA ITEM 6K**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Toll Policy and Operations Committee Reinland Jones, Toll Technology Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Amend the Interstate 15 Express Lanes Project Toll Services Contract with Kapsch TrafficCom USA Inc. to Extend the Term of the Contract

**TOLL POLICY AND OPERATIONS COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve Agreement No. 16-31-043-03, Amendment No. 03 to Agreement No. 16-31-043-00, with Kapsch TrafficCom USA Inc. (Kapsch) for the Toll Services Contract for 15 Express Lanes Project to extend the contract term by five years, in the amount of \$42,219,382, plus a contingency amount of \$4,222,000, for a total amount not to exceed \$46,441,382;
- 2) Authorize the payment of passthrough items in an amount not to exceed \$3 million; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the Amendment on behalf of the Commission.

**BACKGROUND INFORMATION:**

In late 2015, staff began the process to procure a toll system provider and operator for the 15 Express Lanes. On January 26, 2017, the Commission approved a Toll Service Contract with Kapsch to design, implement, operate and maintain the roadside and customer service operations for the 15 Express Lanes (the Contract). Notice to Proceed was issued to Kapsch and the work required to open the 15 Express Lanes was completed in April of 2021. It took over 5 and ½ years to procure and implement the systems and services required to operate the 15 express Lanes.

The current Commission-approved contract period expires on April 13, 2026. The Contract provides for up to five additional years of operations and maintenance support. The cost for the additional years is the amount of the operations and maintenance services provided in the Contract for the fifth year of services escalated by the Consumer Price Index, with a limit of 3 percent increase each year.

In 2018, the Commission approved the addition of the 91 Express Lanes roadside system and to the Contract to allow for the processing of transactions for customers that use both the 15 and



91 Express Lanes. In 2022, the Commission approved the addition of the 15/91 Express Lanes Connector roadside system to the Contract. In September 2022, the Commission approved the addition of operations and maintenance to the Contract. The Commission has invested significant capital in the Kapsch roadside and back-office systems. Table 1 below summarizes the cost related to the Kapsch system design and implementation.

	<b>Roadside Systems</b>	<b>Back Office Systems</b>	<b>Totals</b>
15 Express Lanes	\$ 12,332,526	\$ 6,359,062	\$ 18,691,588
91 Express Lanes	\$ 7,993,118	NA	\$ 7,993,118
15/91 Express Lanes Connector	\$ 6,537,634	NA	\$ 6,537,634
<b>Total</b>			<b>\$ 33,222,340</b>

*Table 1: Kapsch System Design and Implementation Costs*

Note: The Back Office System Provider for the 91 Express Lanes is Cofiroute USA.

### **DISCUSSION:**

Kapsch has designed, installed, and successfully operated a roadside system for the Commission's 15 Express Lanes. The Kapsch roadside system that is currently operated on the 91 and 15 Express Lanes allows Kapsch to identify vehicles at each toll point and assign the correct toll. For the 15 Express Lanes, Kapsch sets the toll rate through a dynamic pricing system they developed for the Commission. For both the 91 and 15 Express Lanes, Kapsch manages the posting of the current toll on the on-road price signs. The roadside system and dynamic pricing are complex systems which operate according to the Commission's unique business rules and express lanes physical configurations. Kapsch has a team that operates and maintains the roadside systems' hardware and software. The Contract requires Kapsch to provide 24-hour, 7 day a week monitoring and repair of the roadside systems. Additionally, the local maintenance team performs regular preventative maintenance.

Kapsch also designed and successfully installed a back-office system for the 15 Express Lanes. The Kapsch roadside system sends transactions to the back-office system for processing. The back-office system identifies transactions and processes them to the 15 Express Lanes customer account, a customer from another toll facility, or through violation processing. Kapsch also provides an account management module, violation collection module, automated phone system and a customer website. Like the roadside systems, the customer service center was designed to meet the specific business rules and requirements of the Commission. The Kapsch team successfully maintains the back-office system in accordance with the requirements set forth in the Contract.

In addition to maintaining the systems described above, Kapsch provides the staff required to administer and operate the customer service center. Kapsch staff answers the 15 Express Lanes phones, assists customers in the walk-in customer service center, processes mail, processes



contested violations, processes payments and performs the financial duties associated with the collection of tolls and account management. Kapsch has provided excellent customer services since the opening of the 15 Express Lanes.

After almost two years of operation, staff is confident in the ability of Kapsch to perform the work required in the Contract. Staff believes the current Contract operations and maintenance costs are fair and reasonable. Considering the significant capital and time spent to procure, design, and implement the current systems and services, staff believes it is in the best interest of the Commission to extend the Contract for the five additional years provided for in the Contract. Extending the Contract beyond April 2026 will provide the following benefits:

1. Ensure continuation of services beyond April 2026;
2. Save staff time and costs related to re-procurement;
3. Save capital investment for new systems that would be required if the toll services provider is reprocured;
4. Allows Commission to lock-down operating costs through April 2031;
5. Allows Commission and Kapsch to continue in their existing working relationship;

The payment of operations and maintenance services in the Contract is a mixture of fixed and variable fees based on the number of transactions. As stipulated in the contract terms, the fixed fee is based on year 5 of the contract with an annual escalation of 3 percent. Staff has estimated the variable volumes to determine the amount of contract authority required for the additional five-years (April 14, 2026 thru April 13, 2031) as provided for in Table 2. If approved, Kapsch will be paid according to actual volumes at the rate provided for in the Contract beginning in April 2026 as follows:

	<b>Roadside Systems</b>	<b>Back Office Systems</b>	<b>Total</b>
Year 6	\$ 3,037,614	\$ 4,913,849	\$ 7,951,463
Year 7	\$ 3,128,742	\$ 5,061,638	\$ 8,190,380
Year 8	\$ 3,222,604	\$ 5,213,874	\$ 8,436,478
Year 9	\$ 3,319,282	\$ 5,370,691	\$ 8,689,973
Year 10	\$ 3,418,861	\$ 5,532,227	\$ 8,951,088
<b>Total</b>			<b>\$ 42,219,382</b>

*Table 2: Kapsch Annual Operations and Maintenance estimated costs*

In order to obtain the best fixed price from the proposers, as part of the original procurement, staff identified various costs as pass-through items. The contract includes several items which the contractor administers on behalf of the Commission and request reimbursement from the Commission. Such items include credit card processing fees, postage costs, bank fees, and customer material print costs. The amount of costs associated with the eligible passthrough costs varies depending on the number of customers and revenue processed. Staff removed the risk for



this estimate from the proposer in an attempt to obtain the best value proposal for the fixed price operations and maintenance periods.

The Commission authorized the reimbursement of up to \$5 million in pass-through costs for the base five-year period. Staff has worked with the contractor to establish an annual pass-through budget each year. Based on the current pass-through budget and expenditures it is estimated that at the end of the initial five-year Contract period, \$1.5 million of the authorized pass-through amount will remain for use in the five-year option period. Based on current trends in pass-through costs, staff recommends \$3 million in pass-through authorization for the additional five years.

A 10 percent contingency, in the amount of \$4,222,000, is being requested to cover any system modifications or increases in the estimated variable pricing components of the contract during the five-year extension. System modifications could arise due to changes related to the regional interoperable process, national interoperable process, legislation or improvements in technology. The Contract has a variable component based on the number of customer accounts managed and violations processed. Estimates were used to arrive at the requested Contract amount. Should the actual volumes exceed those estimated, contingency would be used to pay increase.


**RECOMMENDATION:**

Staff recommends approval of Agreement No. 16-31-043-03 to amend the Contract extending the Contract term by five years and authorizing additional operations and maintenance costs for the extended term in the amount of \$42,219,382, plus a contingency amount of \$4,222,000, for a total amount not to exceed \$46,441,382. Further, authorization is requested for payment of pass-through costs up to a total amount of \$3 million.

**FISCAL IMPACT:**

Funding for this extension will be provided by toll revenue from both the 15 and 91 Express Lanes and will be included in future budgets beginning in April 2026 (Fiscal Year 2025/26).



Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2026+	Amount:	\$49,441,382
Source of Funds:	91 Express Lanes Toll Revenue 15 Express Lanes Toll Revenue			Budget Adjustment:	No
GL/Project Accounting No.:	009199 81041 00000 0000 591 31 81002 001599 81041 00000 0000 515 31 81002				
Fiscal Procedures Approved:				Date:	11/14/2022

Attachments: Draft Amendment to Kapsch Traffic Com Agreement No. 16-31-043-03

<i>Approved by the Toll Policy and Operations Committee on November 29, 2022</i>			
In Favor:	5	Abstain:	0
No:	0		







**AMENDMENT NO. 3  
TO  
TOLL SERVICES CONTRACT  
FOR  
THE I-15 EXPRESS LANES PROJECT**

1. PARTIES AND DATE

This Amendment No. 3 to the Toll Services Contract for the I-15 Express Lanes Project is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and KAPSCH TRAFFICCOM USA, INC., a corporation organized under the laws of Delaware ("Toll Services Provider" or "TSP"), f/k/a Kapsch Trafficcom Transportation NA, Inc. RCTC and Toll Services Provider are sometimes referred to herein, collectively, as the "Parties".

2. RECITALS

- 2.1 RCTC and Toll Services Provider entered into that certain Toll Services Contract for the I-15 Express Lanes Project, Agreement No. 16-31-043-00, dated January 26, 2017 (the "Contract").
- 2.2 RCTC and Toll Services Provider entered into that certain Amendment No. 1 to the Contract, dated August 9, 2017, to revise the definition of "Indemnified Parties" to include the United States Department of Transportation as TIFIA Lender.
- 2.3 RCTC and Toll Services Provider have entered into twenty six (26) Change Orders to address changes to the Contract, as set forth in said Change Orders.
- 2.4 RCTC and Toll Services Provider have entered into an Amendment No. 2 to the Contract, dated May 19, 2022, to set forth the agreed upon cost reimbursement to be provided to RCTC for Toll Services Provider delays, and the method for such cost reimbursement to be paid to RCTC by Toll Services Provider in order to resolve all claims related to the delays identified in Amendment No. 2, and any and all potential delay claims related to Request For Change Order Numbers 13, 14, 18, 19 and 22 (the "RFCOs").
- 2.5 RCTC and Toll Services Provider now desire to enter into this Amendment No. 3 to the Contract to exercise all five 1 year O&M Options in order to extend the O&M Term by 5 years, and to provide additional compensation for the extended O&M Term.



### 3. TERMS

- 3.1 The recitals set forth above are true and correct and are incorporated into this Amendment No. 3 as if fully set forth herein. Capitalized terms used in this Amendment No. 3 and not otherwise defined shall have the meanings as set forth in the Contract.
- 3.2 RCTC hereby exercises all five 1 year O&M Options. Pursuant to Section 3.2 of the Contract, the O&M Term shall be extended by 5 years.
- 3.3 Compensation for each O&M Option Period shall be determined in accordance with Section 3.2.4 of the Contract, as previously amended, with the Escalation Factor applied, as defined and further detailed in the Contract, prior to commencement of each O&M Option Period.
- 3.4 An additional not to exceed sum of \$42,219,382 is allocated to the Contract pursuant to this Amendment No. 3, for the full additional 5 year O&M Term and exercise of O&M Option Periods 1 through 5.
- 3.5 This Amendment No. 3 may be executed in any number of counterparts, each copy of which shall have the same force and effect as the original agreement. Facsimile signatures, including signatures transmitted by electronic mail, shall have the same force and effect as original signatures. This Amendment No. 3 may be signed using an electronic signature.
- 3.6 This Amendment No. 3 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.7 Except as amended by this Amendment No. 3, all provisions of the Contract, as previously amended, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 3.

**[Signatures on following page]**



**SIGNATURE PAGE  
TO  
AGREEMENT NO. 16-31-043-03**

IN WITNESS WHEREOF, the Parties have executed this agreement on the date first herein above written.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**KAPSCH TRAFFICCOM  
USA, INC.**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

CA Contractor License #: 1021321

By: \_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel







# **AGENDA ITEM 6L**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Western Riverside County Programs and Projects Committee David Lewis, Capital Projects Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Agreements for On-Call Environmental Consulting Services

**WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF  
RECOMMENDATION:**

This item is for the Commission to:

- 1) Award the following agreements to provide on-call environmental consulting services for a three-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of \$3,000,000;
  - a) Agreement No. 22-31-092-00 to GPA Consulting;
  - b) Agreement No. 22-31-103-00 to HNTB Corporation;
  - c) Agreement No. 22-31-104-00 to ICF Jones & Stokes, Inc.; and
  - d) Agreement No. 22-31-105-00 to Stantec Consulting Services, Inc.;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, 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.

**BACKGROUND INFORMATION:**

The Commission requires comprehensive on-call consulting services related to various environmental and archaeological services. These services include, but are not limited to, coordination with resources agencies, Caltrans and local jurisdictions; review of National Environmental Policy Act and California Environmental Quality Act documents; permitting preparation; monitoring and documentation of environmental commitments; and support of the Western Riverside County Multi-Species Habitat Conservation Plan projects.

While the Commission typically has most of the environmental-related consulting services described above accomplished through contracts for the preliminary engineering/environmental phase of a project, there are occasions in which these services will be needed outside the environmental phase. Examples of this include the need for permitting prior to construction, construction monitoring, or mitigation.



The purpose of this procurement is to provide the Commission with these comprehensive on-call professional environmental consulting services for a variety of Commission capital projects with Caltrans, Federal Highway Administration, and/or Federal Transit Administration funding projects.

In November 2018, the Commission approved similar contracts with three firms for up to five-year terms; these contracts have been used successfully to deliver projects and react to new and changing conditions rapidly. The total authorized amount on those contracts was \$1.5 million, of which \$1.5 million was expended.

### **Procurement Process**

Pursuant to Government Code 4525 et seq, selection of architect, engineer, and related services shall be on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification method of selection for the procurement. Evaluation criteria included elements such as qualifications of firm, staffing and project organization, project understanding and approach, and the ability to respond to the requirements set forth under the terms of a request for qualifications (RFQ).

RFQ No. 22-31-092-00 for on-call environmental consulting services was released by staff on June 2, 2022. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 81 firms downloaded the RFQ; 9 of these firms are located in Riverside County. A pre-submittal meeting was held on June 21, 2022 and attended by 10 firms. Staff responded to all questions submitted by potential proposers prior to the July 1, 2022, clarification deadline. Six firms – GPA Consulting (El Segundo); HNTB Corporation (Ontario); ICF Jones & Stokes, Inc. (Irvine); Jennings Environmental, LLC (Yucaipa); Stantec Consulting Services, Inc. (Los Angeles); and UltraSystems Environmental, Inc. (Irvine) – submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on July 14, 2022. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission, Caltrans and Bechtel staff.

As a result of the evaluation committee's assessment of the written statements of qualifications, the evaluation committee determined four firms – GPA Consulting, HNTB Corporation, ICF Jones & Stokes, and Stantec Consulting Services, Inc. – to be the most qualified firms to provide on-call environmental consulting services. The evaluation committee recommends contracts for these four firms for a three-year term, and one, two-year option to extend the agreements, in the aggregate amount of \$3,000,000, as these firms earned the highest total evaluation scores.

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 these services will be provided by Measure A and various local, state, and federal sources.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2022/23 FY 2023/24+	Amount:	\$300,000 \$2,700,000
Source of Funds:	Measure A and various local, state, and federal sources.			Budget Adjustment:	No
GL/Project Accounting No.:	00623999 65520 00000 0000 262 31 65520 00654199 65520 00000 0000 265 33 65520				
Fiscal Procedures Approved:				Date:	11/09/2022

**Attachments:**

- 1) Draft On-Call Professional Services Agreement No. 22-31-092-00 with GPA Consulting
- 2) Draft On-Call Professional Services Agreement No. 22-31-103-00 with HNTB Corporation
- 3) Draft On-Call Professional Services Agreement No. 22-31-104-00 with ICF Jones & Stokes
- 4) Draft On-Call Professional Services Agreement No. 22-31-105-00 with Stantec Consulting Services

<i>Approved by the Western Riverside County Programs and Projects Committee on November 28, 2022</i>			
In Favor:	11	Abstain:	0
		No:	0







**Agreement No. 22-31-092-00****PROFESSIONAL SERVICES AGREEMENT  
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE****RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
GPA CONSULTING  
FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES****Parties and Date.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **GPA CONSULTING** ("Consultant"), S-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. A source of funding for payment for on-call professional consulting services provided under this Agreement may be State Proposition 1B funds, Federal Highway Administration Funds ("FHWA") administered by the California Department of Transportation ("Caltrans"), and/or funds from the Federal Transit Administration ("FTA").

E. Consultant desires to perform and assume responsibility for the provision of certain on-call environmental consulting services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the Commission and the Consultant ("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.



F. The 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 environmental consulting 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 fully executed 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. Commencement of Services. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Pre-Award Audit. As a result of the federal 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 the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal 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 Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures. Consultant and 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 23 and 24 of this Agreement.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end three years from the date set forth above, unless extended by contract amendment. The Commission shall have the option to extend the term for one, two-year option. In no case shall the term of this Agreement exceed five (5) years. All Task Order work should be completed within the term.

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 until the date 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 **Richard Galvin** 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: **Laura Comstock, Richard Galvin, Ryan Todaro, Jennifer Johnson, and Jenna Kachour**, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. 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 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.

11. Task Orders; Commencement of Services; Schedule of Services. Consultant shall commence Services under a Task Order within five (5) days of receiving a fully executed Task Order from the Commission. Each Task Order shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order ("Schedule"). Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

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, 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 plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. 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 Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

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, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission



in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. 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.

18. 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. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States



Department of Transportation. For 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, its 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.

## 19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "B" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. The overhead rates included in the attached Exhibit "B" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. In no event, shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

19.4 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval for a revised



milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of the Fixed Fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21, Termination.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. 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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into four (4) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Environmental Services Task Order Contracts"). The other Environmental Services Task Order Contracts are HNTB Corporation, ICF Jones & Stokes, Inc., and Stantec Consulting Services, Inc. The total amount payable by Commission for the Environmental Services Task Order Contracts shall not exceed a cumulative maximum total value of **Three Million Dollars (\$3,000,000)** ("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 Environmental Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Environmental Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Environmental Services Task Order 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.

19.10 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

19.11 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.12 All subcontracts in excess of \$25,000 shall contain the above provisions.

## 20. Disputes.

20.1 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.

20.2 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.

20.3 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.

## 21. Termination.

21.1 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.

21.2 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.

21.3 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

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 Consultant may not terminate this Agreement except for cause.

## 22. Cost Principles and Administrative Requirements.

22.1 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.

22.2 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.

22.3 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.



22.4 All subcontracts in excess of \$25,000 shall contain the above provisions.

23. 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, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and 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.

23.1 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 Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

24. Audit Review Procedures.

24.1 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.

24.2 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 shall be submitted in writing.

24.3 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.

25. Subcontracting.

25.1 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 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.

25.2 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.

25.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

25.4 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.

25.5 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).

25.6 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 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.

## 26. Equipment Purchase

26.1 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.

26.2 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.

26.3 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.

26.4 All subcontracts in excess \$25,000 shall contain the above provisions.

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) 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) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) 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>.

(d) 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, its 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.

27.2 DIR Registration. Since 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.



27.3 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.

27.4 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 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

28. Ownership of Materials/Confidentiality.

28.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission 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 is 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.

Commission 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 sole risk.

28.2 Intellectual Property. In addition, Commission 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 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 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.

28.3 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 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.

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, Caltrans 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, in any manner arising out of or 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, Caltrans 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, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans 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, Caltrans, 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.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

30. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans 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, Caltrans, 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, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans 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, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.



31. Insurance.

31.1 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.

31.2 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 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*: \$1,000,000 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.

31.3 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 \$1,000,000 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 \$2,000,000 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.

31.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, 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, Caltrans 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.

31.5 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, its 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 Caltrans' 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, Caltrans 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, Caltrans 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, Caltrans 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, its 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, Caltrans 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 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 (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(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. 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 nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

**31.6 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, its 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.

**31.7 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.

**31.8 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.

31.9 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.

31.10 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.

32. 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.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

33. 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.

#### 34. Prohibited Interests.

34.1 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.

#### 34.2 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, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) 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.



(c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

34.3 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.

34.4 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.

34.5 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.

34.6 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.

**34.7 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 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

**34.8 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.

**35. 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.



36. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

37. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

38. Disputes; Attorneys' Fees.

38.1 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.

38.2. 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.

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

40. 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.

41. 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:**  
GPA Consulting

840 Apollo Street, Suite 312  
El Segundo, CA 90245  
Attn: Richard Galvin

**COMMISSION:**  
Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> 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.

42. 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.

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

44. 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.

45. 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.

46. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (Federal Department of Transportation Requirements and California Department of Transportation (Caltrans) DBE program 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 "F" (FTA Requirements) attached hereto and incorporated herein by reference

47. 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.

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

49. 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.

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

51. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such



communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

52. 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.

53. 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.

54. 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.

55. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.



56. 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.

**[Signatures on following page]**

DRAFT



**SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE FOR  
ENVIRONMENTAL CONSULTING SERVICES**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

<p><b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b></p> <p>By: _____ Anne Mayer</p>  <p><i>Approved as to Form:</i></p> <p>By: _____ Best, Best &amp; Krieger LLP General Counsel</p>	<p><b>CONSULTANT GPA CONSULTING</b></p> <p>By: _____ Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p>  <p><b>ATTEST:</b></p> <p>By: _____</p> <p>Its: _____</p>
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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**  
**ON-CALL ENVIRONMENTAL CONSULTING**  
**SERVICES**

**1.0 DESCRIPTION OF WORK**

1.1 Consultant Responsibilities shall include, but will not be limited to the following:

1.1.1 Review and evaluate project-specific environmental documents to assess current compliance/validity under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) due to changes in project design, environmental requirements, elapsed time, etc. Prepare appropriate written documentation and supplemental materials (e.g., environmental revalidation/reevaluation, CEQA addendum, update technical reports and studies, etc.) to support the assessment.

1.1.2 Review and provide written input on project-specific environmental documents, technical reports, and studies as requested by Commission staff (e.g., air quality, water quality, noise, cultural resources, paleontology, biology, MSHCP studies, and Sections 4[f] and 6[f]).

1.1.3 Permitting services including preparation of permit packages(s) and submittal to permitting agency(ies); coordination with permitting agency(ies); and shepherding permits(s) through their respective approval process(es).

1.1.4 Implementing, monitoring, and documenting the progress and success of environmental commitments during construction and post-construction (e.g., environmentally sensitive area [ESA] fencing, permit conditions, habitat restoration, revegetation, special environmental provisions, etc.).

1.1.5 Support of project compliance with Western Riverside County Multispecies Habitat Conservation Plan (MSHCP) including preparation of documentation needed to support consistency determination process.

1.1.6 Coordination with regulatory and resources agencies as needed, on specific issues.

1.1.7 Other environmental services as requested by Commission staff.

1.1.8 In addition to meeting with and coordinating efforts with Commission staff, Consultant may also be required to interact with Commission legal counsel, other consultants, Caltrans, Federal Transit Administration, Federal Highway Administration, et al.



1.1.9 If any legal issues exist during the course of work authorized under this scope of work, Consultant shall inform Commission. All legal opinions shall be rendered by Commission's legal counsel.

1.1.10 If hazardous materials or wastes are discovered during the course of work authorized under this scope of work, Consultant shall inform Commission and seek further direction from the Commission.

## 1.2 Materials to be Furnished by Commission

1.2.1 All software, data, reports, surveys, drawings, and other documents furnished to the Offeror by Commission for the Offeror's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of Commission. All such materials shall be returned to Commission upon completion of services, termination of the agreement, or other such time as Commission may determine.

## 1.3 Personnel Qualifications and Responsibilities

1.3.1 The quantity and qualifications of personnel to be assigned will be determined by the scope of the Task Order request and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by Commission.

## 1.4 Third Party Relationships

1.4.1 This Contract is intended to provide on-call environmental services for Commission projects. In the development of the Commission projects, Commission has worked closely with various professional offerors, agencies, and others in the development of the project documents and other project related materials. Commission, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Task Orders. Offeror shall take direction **only** from Commission and shall regularly inform **only** Commission of Task Order progress, outstanding issues, and all related matters.

1.4.2 During the course of the contract, Offeror may find occasion to meet with resource agencies, local jurisdictions, or Caltrans representatives, the design engineer, or other third parties who have assisted with the various Plan projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Commission project or elements of the project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Offeror shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from Commission. All oral and written communication with outside agencies or Offerors related to the project shall be directed only to Commission. Distribution of project related communications and information shall be at the sole discretion of Commission representatives.

## 2.0 TASK ORDER PROCEDURES

Exhibit A



## 2.1 Definitions

2.1.1 The term *Consultant* shall refer to the firm or firms that are awarded the contract for environmental consulting services.

2.1.2 A *Task Order* is utilized by the parties to establish, outline, and authorize a particular job or task.

## 2.2 Initiating Task Orders

2.2.1 The Commission's project manager will issue Task Orders to the Consultant.

2.2.2 The Commission's request for task order submittals. Upon a request for a Task Order Proposal by the designated Commission project manager, contractor shall develop a plan and submit a task order proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.

## 2.3 Review and Award of Task Orders

2.3.1 The Commission's designated project manager will review the submitted Task Order (TO) to ensure that the submittal is complete, consistent with the Commission's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will award the Task Order if it is determined to be fair and reasonable. If required, the Commission's project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of negotiations.

## 2.4 Completion Schedule

2.4.1 The contractors' performance of services shall commence under each Task Order only upon written authorization by the Commission's designated project manager.

2.4.2 Contractor shall complete the services within the time frame specified on a particular Task Order.



**EXHIBIT "B"- COMPENSATION AND PAYMENT**

DRAFT

Exhibit B-1



# EXHIBIT "B"

## COMPENSATION SUMMARY<sup>1</sup>

FIRM	PROJECT TASKS/ROLE	COST
<b>Prime Consultant:</b>		
GPA Consulting	On-Call Environmental Consulting Services	\$ 3,000,000.00
<b>Sub Consultants:</b>		
Galvin Preservation Associates	NEPA/CEQA Lead	TBD
Ambient Air Quality & Noise Consulting	Noise and Vibration	TBD
Cereus Environmental	Biology Support	TBD
Duke Cultural Resources Management	Archaeology and Paleontology	TBD
Environmental Review Partners	Air Quality, Greenhouse Gas, Climate & Energy Resources	TBD
Geocon West, inc.	Geology and Soils	TBD
Natural Resources Assessment, Inc.	Biology Support	TBD
Statistical Resource Incorporated	Archaeology and Paleontology	TBD
	<b>TOTAL COSTS</b>	<b>\$ 3,000,000.00</b>

<sup>1</sup> Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.



## **EXHIBIT "C"**

### **FHWA/ CALTRANS REQUIREMENTS**

#### **1. STATEMENT OF COMPLIANCE.**

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (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. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,



including employment practices when the Agreement covers a program whose goal is employment.

## **2. DEBARMENT AND SUSPENSION CERTIFICATION**

CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **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**

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the



prime contractor 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.

## **5. RELEASE OF RETAINAGE**

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime 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 prime 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 the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and 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**

Caltrans has developed a statewide DBE program pursuant to 49 C.F.R. Part 26. The requirements and procedures, as applicable, of the Caltrans DBE program are hereby incorporated by reference into this Agreement. Even if no DBE participation will be reported, Consultant shall complete Exhibits "D" of this Agreement in compliance with the Caltrans DBE program, a final utilization report in the form provided by the Commission, and any other Caltrans required DBE forms.

A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." By obtaining DBE participation on this Agreement, Consultant will assist Caltrans in meeting its federally mandated statewide overall DBE goal.



B. This Agreement has established a 17% DBE goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor 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, Caltrans or the Department of Transportation deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. A DBE may be terminated only with prior written approval from the Commission and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting Commission consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

## **8. DBE PARTICIPATION GENERAL INFORMATION**

It is Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Caltrans DBE program. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work, as more fully described in section 8 below.



E. The Consultant shall list only one subcontractor for each portion of work as defined in the Consultant's bid/proposal and all DBE subcontractors should be listed in the Consultant's bid/cost proposal list of subcontractors.

F. A Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## **9. COMMERCIALLY USEFUL FUNCTION**

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

## **10. DBE CERTIFICATION AND DE-CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Contract Administrator within 30 days.

## **11. DBE RECORDS**

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each



DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the most current version of the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM- 2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Commission's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Commission's Contract Administrator.

a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Commission's Contract Administrator showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Commission's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

b. The Contractor shall also submit to the Commission's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the Commission's Contract Administrator.

## **12. REPORTING MATERIAL OR SUPPLIES PURCHASED FROM DBEs**

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly



sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

### **13. REPORTING PARTICIPATION OF DBE TRUCKING COMPANIES**

When Reporting DBE Participation, Participation of DBE trucking companies may count as follows:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insure, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives



the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **14. 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.

#### **15. 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).

#### **16. 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 an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.



## EXHIBIT "D"

### CONSULTANT DBE COMMITMENT

Consultant to Complete this Section			
1. Local Agency Name: <u>Riverside County Transportation Commission</u>			
2. Project Location: <u>Riverside County</u>			
3. Project Description: <u>On-Call Environmental Consulting Services</u>			
4. Consultant Name: _____			
5. Contract DBE Goal %: <u>17%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %



## **EXHIBIT "E" - FTA PROVISIONS**

### **FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)**

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."

#### **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. § 5307(n)(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:



- a. To provide RCTC, 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. 633.17 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 U.S.C. 5302(a)1, 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, 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, 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. Reference 49 CFR 18.39(i)(11).
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **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, 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 - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 and 49 CFR part 21, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(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, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), 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. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 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.

(c) 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"). This RFP is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

Exhibit E-3



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:

- (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.

## **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.

## **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**

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 loading for shipments originating outside the United States, a legible copy of a rated, "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.

**11. Buy America – Not applicable.**

**12. Employment Provisions**

To the extent applicable to the Services, Consultant shall comply with the following:

- A. Equal Employment Opportunity — Not applicable.
- B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.
- C. Contact Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

**D. 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.

**13. Termination for Convenience**

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.

**14. 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 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**

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.

d. 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. §§ 1251-1387).

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, 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. §§ 1251-1387).

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. Recycled Products**

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.

## **21. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY**

**Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.**



(a) *Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), applies to this Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order, to the extent the CDC Mask Order remains in effect.

(b) *Enforcement for non-compliance.* Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, to the extent the CDC Mask Order remains in effect, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

## **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.

## **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.



**EXHIBIT “F” – LOBBYING ACTIVITIES DISCLOSURE**

DRAFT



## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> CFP# Number, if applicable _____ Award Amount, if known: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	
<b>13. Form of Payment (check all that apply):</b> <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>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:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>		
Signature: _____ Print Name: <b>Richard Galvin</b> Title: <b>Vice President</b> Telephone No.: <b>310-792-2690, x102</b> Date: <b>7/14/2022</b>		Authorized for Local Reproduction  Standard Form - LLL
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**Agreement No. 22-31-103-00**

**PROFESSIONAL SERVICES AGREEMENT  
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
HNTB CORPORATION  
FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES**

**Parties and Date.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, 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. A source of funding for payment for on-call professional consulting services provided under this Agreement may be State Proposition 1B funds, Federal Highway Administration Funds ("FHWA") administered by the California Department of Transportation ("Caltrans"), and/or funds from the Federal Transit Administration ("FTA").

E. Consultant desires to perform and assume responsibility for the provision of certain on-call environmental consulting services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the Commission and the Consultant ("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.



F. The 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 environmental consulting 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 fully executed 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. Commencement of Services. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Pre-Award Audit. As a result of the federal 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 the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal 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 Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures. Consultant and 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 23 and 24 of this Agreement.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end three years from the date set forth above, unless extended by contract amendment. The Commission shall have the option to extend the term for one, two-year option. In no case shall the term of this Agreement exceed five (5) years. All Task Order work should be completed within the term.

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 until the date 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 **Elizabeth Suh** 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: **Elizabeth Suh, Kelly Lumen, James Santos, and Tami Podesta**, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. 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 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.

11. Task Orders; Commencement of Services; Schedule of Services. Consultant shall commence Services under a Task Order within five (5) days of receiving a fully executed Task Order from the Commission. Each Task Order shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order ("Schedule"). Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

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, 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 plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. 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 Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

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, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission



in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. 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.

18. 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. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States



Department of Transportation. For 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, its 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.

## 19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "B" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. The overhead rates included in the attached Exhibit "B" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. In no event, shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

19.4 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval for a revised



milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of the Fixed Fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21, Termination.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. 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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into four (4) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Environmental Services Task Order Contracts"). The other Environmental Services Task Order Contracts are GPA Consulting, ICF Jones & Stokes, Inc., and Stantec Consulting Services, Inc. The total amount payable by Commission for the Environmental Services Task Order Contracts shall not exceed a cumulative maximum total value of **Three Million Dollars (\$3,000,000)** ("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 Environmental Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Environmental Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Environmental Services Task Order 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.

19.10 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

19.11 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.12 All subcontracts in excess of \$25,000 shall contain the above provisions.

## 20. Disputes.

20.1 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.

20.2 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.

20.3 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.

## 21. Termination.

21.1 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.

21.2 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.

21.3 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

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 Consultant may not terminate this Agreement except for cause.

## 22. Cost Principles and Administrative Requirements.

22.1 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.

22.2 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.

22.3 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.



22.4 All subcontracts in excess of \$25,000 shall contain the above provisions.

23. 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, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and 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.

23.1 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 Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

24. Audit Review Procedures.

24.1 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.

24.2 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 shall be submitted in writing.

24.3 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.

25. Subcontracting.

25.1 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 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.

25.2 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.

25.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

25.4 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.

25.5 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).

25.6 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 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.

## 26. Equipment Purchase

26.1 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.

26.2 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.

26.3 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.

26.4 All subcontracts in excess \$25,000 shall contain the above provisions.

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) 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) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) 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>.

(d) 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, its 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.

27.2 DIR Registration. Since 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.



27.3 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.

27.4 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 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

28. Ownership of Materials/Confidentiality.

28.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission 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 is 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.

Commission 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 sole risk.

28.2 Intellectual Property. In addition, Commission 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 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 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.

28.3 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 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.

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, Caltrans 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, in any manner arising out of or 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, Caltrans 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, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans 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, Caltrans, 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.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

30. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans 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, Caltrans, 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, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans 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, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.



31. Insurance.

31.1 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.

31.2 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 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*: \$1,000,000 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.

31.3 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 \$1,000,000 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 \$2,000,000 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.

31.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, 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, Caltrans 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.

31.5 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, its 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 Caltrans' 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, Caltrans 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, Caltrans 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, Caltrans 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, its 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, Caltrans 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 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 (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(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. 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 nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

31.6 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, its 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.

31.7 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.

31.8 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.

31.9 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.

31.10 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.

32. 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.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

33. 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.

#### 34. Prohibited Interests.

34.1 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.

#### 34.2 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, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) 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.



(c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

34.3 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.

34.4 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.

34.5 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.

34.6 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.

**34.7 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 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

**34.8 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.

**35. 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.



36. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

37. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

38. Disputes; Attorneys' Fees.

38.1 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.

38.2. 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.

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

40. 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.

41. 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:**  
HNTB Corporation  
3633 Inland Empire Blvd  
Suite 750  
Ontario, CA 91764  
Attn: Elisabeth Suh

**COMMISSION:**  
Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> 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.

42. 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.

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

44. 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.

45. 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.

46. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (Federal Department of Transportation Requirements and California Department of Transportation (Caltrans) DBE program 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 "F" (FTA Requirements) attached hereto and incorporated herein by reference

47. 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.

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

49. 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.

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

51. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such



communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

52. 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.

53. 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.

54. 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.

55. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.



56. 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.

**[Signatures on following page]**

DRAFT



**SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE FOR  
ENVIRONMENTAL CONSULTING SERVICES**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

<p><b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b></p> <p>By: _____ Anne Mayer</p>  <p><i>Approved as to Form:</i></p> <p>By: _____ Best, Best &amp; Krieger LLP General Counsel</p>	<p><b>CONSULTANT HNTB CORPORATION</b></p> <p>By: _____ Signature</p> <p>_____ Name</p> <p>_____ Title</p>  <p><b>ATTEST:</b></p> <p>By: _____</p> <p>Its: _____</p>
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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**  
**ON-CALL ENVIRONMENTAL CONSULTING**  
**SERVICES**

**1.0 DESCRIPTION OF WORK**

1.1 Consultant Responsibilities shall include, but will not be limited to the following:

1.1.1 Review and evaluate project-specific environmental documents to assess current compliance/validity under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) due to changes in project design, environmental requirements, elapsed time, etc. Prepare appropriate written documentation and supplemental materials (e.g., environmental revalidation/reevaluation, CEQA addendum, update technical reports and studies, etc.) to support the assessment.

1.1.2 Review and provide written input on project-specific environmental documents, technical reports, and studies as requested by Commission staff (e.g., air quality, water quality, noise, cultural resources, paleontology, biology, MSHCP studies, and Sections 4[f] and 6[f]).

1.1.3 Permitting services including preparation of permit packages(s) and submittal to permitting agency(ies); coordination with permitting agency(ies); and shepherding permits(s) through their respective approval process(es).

1.1.4 Implementing, monitoring, and documenting the progress and success of environmental commitments during construction and post-construction (e.g., environmentally sensitive area [ESA] fencing, permit conditions, habitat restoration, revegetation, special environmental provisions, etc.).

1.1.5 Support of project compliance with Western Riverside County Multispecies Habitat Conservation Plan (MSHCP) including preparation of documentation needed to support consistency determination process.

1.1.6 Coordination with regulatory and resources agencies as needed, on specific issues.

1.1.7 Other environmental services as requested by Commission staff.

1.1.8 In addition to meeting with and coordinating efforts with Commission staff, Consultant may also be required to interact with Commission legal counsel, other consultants, Caltrans, Federal Transit Administration, Federal Highway Administration, et al.



1.1.9 If any legal issues exist during the course of work authorized under this scope of work, Consultant shall inform Commission. All legal opinions shall be rendered by Commission's legal counsel.

1.1.10 If hazardous materials or wastes are discovered during the course of work authorized under this scope of work, Consultant shall inform Commission and seek further direction from the Commission.

## 1.2 Materials to be Furnished by Commission

1.2.1 All software, data, reports, surveys, drawings, and other documents furnished to the Offeror by Commission for the Offeror's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of Commission. All such materials shall be returned to Commission upon completion of services, termination of the agreement, or other such time as Commission may determine.

## 1.3 Personnel Qualifications and Responsibilities

1.3.1 The quantity and qualifications of personnel to be assigned will be determined by the scope of the Task Order request and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by Commission.

## 1.4 Third Party Relationships

1.4.1 This Contract is intended to provide on-call environmental services for Commission projects. In the development of the Commission projects, Commission has worked closely with various professional offerors, agencies, and others in the development of the project documents and other project related materials. Commission, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Task Orders. Offeror shall take direction **only** from Commission and shall regularly inform **only** Commission of Task Order progress, outstanding issues, and all related matters.

1.4.2 During the course of the contract, Offeror may find occasion to meet with resource agencies, local jurisdictions, or Caltrans representatives, the design engineer, or other third parties who have assisted with the various Plan projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Commission project or elements of the project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Offeror shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from Commission. All oral and written communication with outside agencies or Offerors related to the project shall be directed only to Commission. Distribution of project related communications and information shall be at the sole discretion of Commission representatives.

## 2.0 TASK ORDER PROCEDURES

Exhibit A



## 2.1 Definitions

2.1.1 The term *Consultant* shall refer to the firm or firms that are awarded the contract for environmental consulting services.

2.1.2 A *Task Order* is utilized by the parties to establish, outline, and authorize a particular job or task.

## 2.2 Initiating Task Orders

2.2.1 The Commission's project manager will issue Task Orders to the Consultant.

2.2.2 The Commission's request for task order submittals. Upon a request for a Task Order Proposal by the designated Commission project manager, contractor shall develop a plan and submit a task order proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.

## 2.3 Review and Award of Task Orders

2.3.1 The Commission's designated project manager will review the submitted Task Order (TO) to ensure that the submittal is complete, consistent with the Commission's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will award the Task Order if it is determined to be fair and reasonable. If required, the Commission's project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of negotiations.

## 2.4 Completion Schedule

2.4.1 The contractors' performance of services shall commence under each Task Order only upon written authorization by the Commission's designated project manager.

2.4.2 Contractor shall complete the services within the time frame specified on a particular Task Order.



**EXHIBIT "B"- COMPENSATION AND PAYMENT**

DRAFT

Exhibit B-1



## EXHIBIT "B"

### COMPENSATION SUMMARY<sup>1</sup>

FIRM	PROJECT TASKS/ROLE	COST
<b>Prime Consultant:</b>		
HNTB Corporation	On-Call Environmental Consulting Services	\$ 3,000,000.00
<b>Sub Consultants:</b>		
Applied Earthworks	Cultural and Paleontology	TBD
Duke Cultural Resources Management	Paleontology and Cultural	TBD
ECORP Consulting	CEQA/NEPA Biological, Cultural, Architectural History	TBD
Epic Land Solutions	Right of Way	TBD
Environmental Review Partners	Air Quality Analysis	TBD
Environmental Science Associates	CEQA/NEPA Biological Resources	TBD
Pacific Restoration Group, Inc.	Habitat Resoration	TBD
Rincon Consultant, Inc.	Biological Resources	TBD
Terry A. Hayes Associates	Air Quality Analysis, Greenhouse Gases, Climate Change/Energy, and Noise/Vibration Services	TBD
Tatsumi & Partners	Aesthetics/Visual/Landscape	TBD
<b>TOTAL COSTS</b>		<b>\$ 3,000,000.00</b>

<sup>1</sup> Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.



## **EXHIBIT "C"**

### **FHWA/ CALTRANS REQUIREMENTS**

#### **1. STATEMENT OF COMPLIANCE.**

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (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. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,



including employment practices when the Agreement covers a program whose goal is employment.

## **2. DEBARMENT AND SUSPENSION CERTIFICATION**

CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **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**

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the



prime contractor 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.

## **5. RELEASE OF RETAINAGE**

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime 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 prime 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 the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and 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**

Caltrans has developed a statewide DBE program pursuant to 49 C.F.R. Part 26. The requirements and procedures, as applicable, of the Caltrans DBE program are hereby incorporated by reference into this Agreement. Even if no DBE participation will be reported, Consultant shall complete Exhibits "D" of this Agreement in compliance with the Caltrans DBE program, a final utilization report in the form provided by the Commission, and any other Caltrans required DBE forms.

A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." By obtaining DBE participation on this Agreement, Consultant will assist Caltrans in meeting its federally mandated statewide overall DBE goal.



B. This Agreement has established a 17% DBE goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor 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, Caltrans or the Department of Transportation deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. A DBE may be terminated only with prior written approval from the Commission and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting Commission consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

## **8. DBE PARTICIPATION GENERAL INFORMATION**

It is Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Caltrans DBE program. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work, as more fully described in section 8 below.



E. The Consultant shall list only one subcontractor for each portion of work as defined in the Consultant's bid/proposal and all DBE subcontractors should be listed in the Consultant's bid/cost proposal list of subcontractors.

F. A Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## **9. COMMERCIALLY USEFUL FUNCTION**

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

## **10. DBE CERTIFICATION AND DE-CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Contract Administrator within 30 days.

## **11. DBE RECORDS**

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each



DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the most current version of the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM- 2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Commission's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Commission's Contract Administrator.

a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Commission's Contract Administrator showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Commission's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

b. The Contractor shall also submit to the Commission's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the Commission's Contract Administrator.

## **12. REPORTING MATERIAL OR SUPPLIES PURCHASED FROM DBEs**

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly



sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

### **13. REPORTING PARTICIPATION OF DBE TRUCKING COMPANIES**

When Reporting DBE Participation, Participation of DBE trucking companies may count as follows:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insure, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives



the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **14. 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.

#### **15. 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).

#### **16. 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 an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.



## EXHIBIT "D"

### CONSULTANT DBE COMMITMENT

Consultant to Complete this Section			
1. Local Agency Name: <u>Riverside County Transportation Commission</u>			
2. Project Location: <u>Riverside County</u>			
3. Project Description: <u>On-Call Environmental Consulting Services</u>			
4. Consultant Name: _____			
5. Contract DBE Goal %: <u>17%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %



## **EXHIBIT "E" - FTA PROVISIONS**

### **FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)**

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."

#### **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. § 5307(n)(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:



- a. To provide RCTC, 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. 633.17 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 U.S.C. 5302(a)1, 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, 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, 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. Reference 49 CFR 18.39(i)(11).
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **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, 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 - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 and 49 CFR part 21, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(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, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), 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. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 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.

(c) 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"). This RFP is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

Exhibit E-3



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:

- (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.

## **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.

## **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**

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 loading for shipments originating outside the United States, a legible copy of a rated, "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.

**11. Buy America – Not applicable.**

**12. Employment Provisions**

To the extent applicable to the Services, Consultant shall comply with the following:

- A. Equal Employment Opportunity — Not applicable.
- B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.
- C. Contact Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

**D. 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.

**13. Termination for Convenience**

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.

**14. 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 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**

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.

d. 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. §§ 1251-1387).

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, 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. §§ 1251-1387).

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. Recycled Products**

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.

## **21. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY**

**Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.**



(a) *Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), applies to this Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order, to the extent the CDC Mask Order remains in effect.

(b) *Enforcement for non-compliance.* Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, to the extent the CDC Mask Order remains in effect, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

## **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.

## **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.




**EXHIBIT “F” – LOBBYING ACTIVITIES DISCLOSURE**

DRAFT



## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>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:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>		
Signature: <u></u> Print Name: <u>Yoga Chandran, PhD, PE, GE</u> Title: <u>Vice President</u> Telephone No.: <u>(213) 337-2144</u> Date: <u>07/14/2022</u>		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files







**Agreement No. 22-31-104-00****PROFESSIONAL SERVICES AGREEMENT  
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE****RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
ICF JONES & STOKES, INC.  
FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES****Parties and Date.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **ICF JONES & STOKES, INC.** ("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. A source of funding for payment for on-call professional consulting services provided under this Agreement may be State Proposition 1B funds, Federal Highway Administration Funds ("FHWA") administered by the California Department of Transportation ("Caltrans"), and/or funds from the Federal Transit Administration ("FTA").

E. Consultant desires to perform and assume responsibility for the provision of certain on-call environmental consulting services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the Commission and the Consultant ("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.



F. The 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 environmental consulting 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 fully executed 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. Commencement of Services. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Pre-Award Audit. As a result of the federal 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 the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal 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 Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures. Consultant and 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 23 and 24 of this Agreement.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end three years from the date set forth above, unless extended by contract amendment. The Commission shall have the option to extend the term for one, two-year option. In no case shall the term of this Agreement exceed five (5) years. All Task Order work should be completed within the term.

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 until the date 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 **Court Morgan** 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: **Court Morgan, Emily Czaban, Monica Corpuz, Peter Hardie, Greg Hoisington, Megan Jameson, and Keith Lay**, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. 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 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.

11. Task Orders; Commencement of Services; Schedule of Services. Consultant shall commence Services under a Task Order within five (5) days of receiving a fully executed Task Order from the Commission. Each Task Order shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order ("Schedule"). Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

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, 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 plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. 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 Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

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, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional



information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. 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.

18. 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. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published



Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. For 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, its 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.

## 19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "B" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. The overhead rates included in the attached Exhibit "B" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. In no event, shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.



19.4 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of the Fixed Fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21, Termination.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. 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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into four (4) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Environmental Services Task Order Contracts"). The other Environmental Services Task Order Contracts are GPA Consulting, HNTB Corporation, and Stantec Consulting Services, Inc. The total amount payable by Commission for the Environmental Services Task Order Contracts shall not exceed a cumulative maximum total value of **Three Million Dollars (\$3,000,000)** ("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 Environmental Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Environmental Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Environmental Services Task Order 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.

19.10 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

19.11 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.12 All subcontracts in excess of \$25,000 shall contain the above provisions.

## 20. Disputes.

20.1 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.

20.2 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.

20.3 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.

## 21. Termination.

21.1 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.

21.2 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.

21.3 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

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 Consultant may not terminate this Agreement except for cause.

## 22. Cost Principles and Administrative Requirements.

22.1 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.

22.2 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.

22.3 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.



22.4 All subcontracts in excess of \$25,000 shall contain the above provisions.

23. 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, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and 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.

23.1 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 Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

24. Audit Review Procedures.

24.1 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.

24.2 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 shall be submitted in writing.

24.3 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.

25. Subcontracting.

25.1 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 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.

25.2 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.

25.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

25.4 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.

25.5 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).

25.6 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 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.

## 26. Equipment Purchase

26.1 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.

26.2 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.

26.3 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.

26.4 All subcontracts in excess \$25,000 shall contain the above provisions.

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) 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) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) 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>.

(d) 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, its 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.

27.2 DIR Registration. Since 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.



27.3 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.

27.4 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 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

28. Ownership of Materials/Confidentiality.

28.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission 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 is 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.

Commission 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 sole risk.

28.2 Intellectual Property. In addition, Commission 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 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 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.

28.3 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 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.

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, Caltrans 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, in any manner arising out of or 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, Caltrans 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, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans 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, Caltrans, 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.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

30. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans 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, Caltrans, 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, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans 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, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.



### 31. Insurance.

31.1 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.

31.2 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 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*: \$1,000,000 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.

31.3 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 \$1,000,000 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 \$2,000,000 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.

31.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, 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, Caltrans 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.

31.5 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, its 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 Caltrans' 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, Caltrans 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, Caltrans 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, Caltrans 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, its 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, Caltrans 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 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 (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(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. 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 nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

31.6 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, its 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.

31.7 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.

31.8 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.

31.9 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.

31.10 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.

32. 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.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

33. 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.

#### 34. Prohibited Interests.

34.1 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.

#### 34.2 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, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) 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.



(c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

34.3 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.

34.4 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.

34.5 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.

34.6 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.

**34.7 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 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

**34.8 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.

**35. 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.



36. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

37. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

38. Disputes; Attorneys' Fees.

38.1 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.

38.2. 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.

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

40. 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.

41. 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:**  
ICF Jones & Stokes, Inc.

9300 Lee Highway  
Fairfax, VA 22031  
Attn: Court Morgan

**COMMISSION:**  
Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> 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.

42. 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.

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

44. 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.

45. 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.

46. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (Federal Department of Transportation Requirements and California Department of Transportation (Caltrans) DBE program 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 "F" (FTA Requirements) attached hereto and incorporated herein by reference

47. 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.

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

49. 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.

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

51. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such



communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

52. 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.

53. 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.

54. 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.

55. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.



56. 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.

**[Signatures on following page]**

DRAFT



**SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE FOR  
ENVIRONMENTAL CONSULTING SERVICES**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>  By: _____ Anne Mayer   <i>Approved as to Form:</i>  By: _____ Best, Best & Krieger LLP General Counsel	<b>CONSULTANT ICF JONES &amp; STOKES, INC.</b>  By: _____ Signature  _____ Name  _____ Title  <b>ATTEST:</b>  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**

### **ON-CALL ENVIRONMENTAL CONSULTING SERVICES**

#### **1.0 DESCRIPTION OF WORK**

1.1 Consultant Responsibilities shall include, but will not be limited to the following:

1.1.1 Review and evaluate project-specific environmental documents to assess current compliance/validity under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) due to changes in project design, environmental requirements, elapsed time, etc. Prepare appropriate written documentation and supplemental materials (e.g., environmental revalidation/reevaluation, CEQA addendum, update technical reports and studies, etc.) to support the assessment.

1.1.2 Review and provide written input on project-specific environmental documents, technical reports, and studies as requested by Commission staff (e.g., air quality, water quality, noise, cultural resources, paleontology, biology, MSHCP studies, and Sections 4[f] and 6[f]).

1.1.3 Permitting services including preparation of permit packages(s) and submittal to permitting agency(ies); coordination with permitting agency(ies); and shepherding permits(s) through their respective approval process(es).

1.1.4 Implementing, monitoring, and documenting the progress and success of environmental commitments during construction and post-construction (e.g., environmentally sensitive area [ESA] fencing, permit conditions, habitat restoration, revegetation, special environmental provisions, etc.).

1.1.5 Support of project compliance with Western Riverside County Multispecies Habitat Conservation Plan (MSHCP) including preparation of documentation needed to support consistency determination process.

1.1.6 Coordination with regulatory and resources agencies as needed, on specific issues.

1.1.7 Other environmental services as requested by Commission staff.

1.1.8 In addition to meeting with and coordinating efforts with Commission staff, Consultant may also be required to interact with Commission legal counsel, other consultants, Caltrans, Federal Transit Administration, Federal Highway Administration, et al.



1.1.9 If any legal issues exist during the course of work authorized under this scope of work, Consultant shall inform Commission. All legal opinions shall be rendered by Commission's legal counsel.

1.1.10 If hazardous materials or wastes are discovered during the course of work authorized under this scope of work, Consultant shall inform Commission and seek further direction from the Commission.

## 1.2 Materials to be Furnished by Commission

1.2.1 All software, data, reports, surveys, drawings, and other documents furnished to the Offeror by Commission for the Offeror's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of Commission. All such materials shall be returned to Commission upon completion of services, termination of the agreement, or other such time as Commission may determine.

## 1.3 Personnel Qualifications and Responsibilities

1.3.1 The quantity and qualifications of personnel to be assigned will be determined by the scope of the Task Order request and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by Commission.

## 1.4 Third Party Relationships

1.4.1 This Contract is intended to provide on-call environmental services for Commission projects. In the development of the Commission projects, Commission has worked closely with various professional offerors, agencies, and others in the development of the project documents and other project related materials. Commission, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Task Orders. Offeror shall take direction **only** from Commission and shall regularly inform **only** Commission of Task Order progress, outstanding issues, and all related matters.

1.4.2 During the course of the contract, Offeror may find occasion to meet with resource agencies, local jurisdictions, or Caltrans representatives, the design engineer, or other third parties who have assisted with the various Plan projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Commission project or elements of the project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Offeror shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from Commission. All oral and written communication with outside agencies or Offerors related to the project shall be directed only to Commission. Distribution of project related communications and information shall be at the sole discretion of Commission representatives.

## 2.0 TASK ORDER PROCEDURES

Exhibit A



## 2.1 Definitions

2.1.1 The term *Consultant* shall refer to the firm or firms that are awarded the contract for environmental consulting services.

2.1.2 A *Task Order* is utilized by the parties to establish, outline, and authorize a particular job or task.

## 2.2 Initiating Task Orders

2.2.1 The Commission's project manager will issue Task Orders to the Consultant.

2.2.2 The Commission's request for task order submittals. Upon a request for a Task Order Proposal by the designated Commission project manager, contractor shall develop a plan and submit a task order proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.

## 2.3 Review and Award of Task Orders

2.3.1 The Commission's designated project manager will review the submitted Task Order (TO) to ensure that the submittal is complete, consistent with the Commission's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will award the Task Order if it is determined to be fair and reasonable. If required, the Commission's project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of negotiations.

## 2.4 Completion Schedule

2.4.1 The contractors' performance of services shall commence under each Task Order only upon written authorization by the Commission's designated project manager.

2.4.2 Contractor shall complete the services within the time frame specified on a particular Task Order.



**EXHIBIT "B"- COMPENSATION AND PAYMENT**

DRAFT



## EXHIBIT "B"

### COMPENSATION SUMMARY<sup>1</sup>

FIRM	PROJECT TASKS/ROLE	COST
<b>Prime Consultant:</b>		
ICF Jones & Stokes	On-Call Environmental Consulting Services	\$ 3,000,000.00
<b>Sub Consultants:</b>		
Advanced Civil Technologies	Transportation Engineering	TBD
Arellano Assocites	Public Outreach	TBD
Bargas Consulting	Paleontology and Biology	TBD
Fehr & Peers	Traffic Impact Assessment	TBD
Group Delta Consultants	Geotechnical	TBD
HDR	CEQA/NEPA, Biology, Regulatory Permitting, Visual Resoures, Monitoring	TBD
Monument ROW	Right of Way	TBD
Tatsumi and Partners	Landscape Architecture	TBD
Translutions, Inc.	Traffic Modeling and Forecasting	TBD
		TBD
<b>TOTAL COSTS</b>		<b>\$ 3,000,000.00</b>

<sup>1</sup> Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.



## **EXHIBIT "C"**

### **FHWA/ CALTRANS REQUIREMENTS**

#### **1. STATEMENT OF COMPLIANCE.**

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (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. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,



including employment practices when the Agreement covers a program whose goal is employment.

## **2. DEBARMENT AND SUSPENSION CERTIFICATION**

CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **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**

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the



prime contractor 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.

## **5. RELEASE OF RETAINAGE**

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime 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 prime 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 the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and 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**

Caltrans has developed a statewide DBE program pursuant to 49 C.F.R. Part 26. The requirements and procedures, as applicable, of the Caltrans DBE program are hereby incorporated by reference into this Agreement. Even if no DBE participation will be reported, Consultant shall complete Exhibits "D" of this Agreement in compliance with the Caltrans DBE program, a final utilization report in the form provided by the Commission, and any other Caltrans required DBE forms.

A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." By obtaining DBE participation on this Agreement, Consultant will assist Caltrans in meeting its federally mandated statewide overall DBE goal.



B. This Agreement has established a 17% DBE goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor 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, Caltrans or the Department of Transportation deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. A DBE may be terminated only with prior written approval from the Commission and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting Commission consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

## **8. DBE PARTICIPATION GENERAL INFORMATION**

It is Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Caltrans DBE program. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work, as more fully described in section 8 below.



E. The Consultant shall list only one subcontractor for each portion of work as defined in the Consultant's bid/proposal and all DBE subcontractors should be listed in the Consultant's bid/cost proposal list of subcontractors.

F. A Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## **9. COMMERCIALLY USEFUL FUNCTION**

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

## **10. DBE CERTIFICATION AND DE-CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Contract Administrator within 30 days.

## **11. DBE RECORDS**

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each



DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the most current version of the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM- 2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Commission's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Commission's Contract Administrator.

a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Commission's Contract Administrator showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Commission's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

b. The Contractor shall also submit to the Commission's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the Commission's Contract Administrator.

## **12. REPORTING MATERIAL OR SUPPLIES PURCHASED FROM DBEs**

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly



sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

### **13. REPORTING PARTICIPATION OF DBE TRUCKING COMPANIES**

When Reporting DBE Participation, Participation of DBE trucking companies may count as follows:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insure, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives



the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **14. 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.

#### **15. 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).

#### **16. 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 an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.



## EXHIBIT "D"

### CONSULTANT DBE COMMITMENT

Consultant to Complete this Section			
1. Local Agency Name: <u>Riverside County Transportation Commission</u>			
2. Project Location: <u>Riverside County</u>			
3. Project Description: <u>On-Call Environmental Consulting Services</u>			
4. Consultant Name: _____			
5. Contract DBE Goal %: <u>17%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %



## **EXHIBIT "E" - FTA PROVISIONS**

### **FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)**

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."

#### **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. § 5307(n)(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:

Exhibit E-1



- a. To provide RCTC, 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. 633.17 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 U.S.C. 5302(a)1, 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, 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, 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. Reference 49 CFR 18.39(i)(11).
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **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, 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 - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 and 49 CFR part 21, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(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, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), 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. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 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.

(c) 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"). This RFP is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

Exhibit E-3



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:

- (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.

## **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.

## **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**

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 loading for shipments originating outside the United States, a legible copy of a rated, "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.

**11. Buy America – Not applicable.**

**12. Employment Provisions**

To the extent applicable to the Services, Consultant shall comply with the following:

- A. Equal Employment Opportunity — Not applicable.
- B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.
- C. Contact Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

**D. 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.

**13. Termination for Convenience**

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.

**14. 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 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**

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.

d. 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. §§ 1251-1387).

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, 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. §§ 1251-1387).

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. Recycled Products**

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.

## **21. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY**

**Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.**



(a) *Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), applies to this Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order, to the extent the CDC Mask Order remains in effect.

(b) *Enforcement for non-compliance.* Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, to the extent the CDC Mask Order remains in effect, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

## **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.

## **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.



**EXHIBIT “F” – LOBBYING ACTIVITIES DISCLOSURE**

DRAFT



## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>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:</b> (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>		
Signature: <u>Hawani Tessema</u> Print Name: <u>Hawani Tessema</u> Title: <u>Senior Manager, Contracts</u> Telephone No.: <u>+1 703-462-6915</u> Date: <u>7/13/2022</u>		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files







**Agreement No. 22-31-105-00****PROFESSIONAL SERVICES AGREEMENT  
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE****RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
STANTEC CONSULTING SERVICES, INC.  
FOR ON-CALL ENVIRONMENTAL CONSULTING SERVICES****Parties and Date.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and STANTEC CONSULTING SERVICES, INC. ("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. A source of funding for payment for on-call professional consulting services provided under this Agreement may be State Proposition 1B funds, Federal Highway Administration Funds ("FHWA") administered by the California Department of Transportation ("Caltrans"), and/or funds from the Federal Transit Administration ("FTA").

E. Consultant desires to perform and assume responsibility for the provision of certain on-call environmental consulting services in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the Commission and the Consultant ("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.



F. The 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 environmental consulting 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 fully executed 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. Commencement of Services. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Pre-Award Audit. As a result of the federal 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 the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal 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 Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures. Consultant and 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 23 and 24 of this Agreement.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end three years from the date set forth above, unless extended by contract amendment. The Commission shall have the option to extend the term for one, two-year option. In no case shall the term of this Agreement exceed five (5) years. All Task Order work should be completed within the term.

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 until the date 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 **Gilberto Ruiz** 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: **Gilberto Ruiz, Robert Prohaska, Michael Weber, Jared Varonin, Christine Abraham, Caitlin Schroeder, and Daryl Zerfass**, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. 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 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.

11. Task Orders; Commencement of Services; Schedule of Services. Consultant shall commence Services under a Task Order within five (5) days of receiving a fully executed Task Order from the Commission. Each Task Order shall identify the funding source(s) to be used to fund the Services under the relevant Task Order, and Consultant shall comply with the requirements specified herein, and in the attached exhibits, applicable to the identified funding source(s).

Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order ("Schedule"). Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

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, 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 plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. 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 Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

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, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional



information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. 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.

18. 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. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published



Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. For 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, its 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.

19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "B" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. The overhead rates included in the attached Exhibit "B" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. In no event, shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.



19.4 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of the Fixed Fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21, Termination.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. 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

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

19.9 Commission has or will enter into four (4) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Environmental Services Task Order Contracts"). The other Environmental Services Task Order Contracts are GPA Consulting, HNTB Corporation, and ICF Jones & Stokes. The total amount payable by Commission for the Environmental Services Task Order Contracts shall not exceed a cumulative maximum total value of **Three Million Dollars (\$3,000,000)** ("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 Environmental Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Environmental Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Environmental Services Task Order 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.

19.10 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

19.11 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.12 All subcontracts in excess of \$25,000 shall contain the above provisions.

## 20. Disputes.

20.1 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.

20.2 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.

20.3 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.

## 21. Termination.

21.1 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.

21.2 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.

21.3 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

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 Consultant may not terminate this Agreement except for cause.

## 22. Cost Principles and Administrative Requirements.

22.1 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.

22.2 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.

22.3 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.



22.4 All subcontracts in excess of \$25,000 shall contain the above provisions.

23. 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, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and 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.

23.1 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 Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

24. Audit Review Procedures.

24.1 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.

24.2 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 shall be submitted in writing.

24.3 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.

25. Subcontracting.

25.1 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 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.

25.2 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.

25.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

25.4 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.

25.5 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).

25.6 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 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.

## 26. Equipment Purchase

26.1 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.

26.2 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.

26.3 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.

26.4 All subcontracts in excess \$25,000 shall contain the above provisions.

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) 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) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) 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>.

(d) 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, its 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.

27.2 DIR Registration. Since 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.



27.3 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.

27.4 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 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

28. Ownership of Materials/Confidentiality.

28.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission 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 is 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.

Commission 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 sole risk.

**28.2 Intellectual Property.** In addition, Commission 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 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 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.

28.3 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 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.

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

29. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, Caltrans 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, in any manner arising out of or 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, Caltrans 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, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans 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, Caltrans, 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.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

30. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans 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, Caltrans, 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, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans 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, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.



31. Insurance.

31.1 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.

31.2 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 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*: \$1,000,000 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.

31.3 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 \$1,000,000 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 \$2,000,000 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.

31.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, 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, Caltrans 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.

31.5 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, its 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 Caltrans' 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, Caltrans 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, Caltrans 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, Caltrans 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, its 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, Caltrans 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 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 (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(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. 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 nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

31.6 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, its 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.

31.7 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.

31.8 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.

31.9 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.

31.10 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.

32. 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.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

33. 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.

#### 34. Prohibited Interests.

34.1 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.

#### 34.2 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, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) 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.



(c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

34.3 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.

34.4 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.

34.5 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.

34.6 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.

**34.7 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 3.23.5 be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

**34.8 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.

**35. 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.



36. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

37. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

38. Disputes; Attorneys' Fees.

38.1 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.

38.2. 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.

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

40. 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.

41. 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:**

Stantec Consulting Services, Inc.  
523 West 6<sup>th</sup> Street  
Suite 1200  
Los Angeles, CA 90014  
Attn: Gilberto Ruiz

**COMMISSION:**

Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> 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.

42. 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.

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

44. 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.

45. 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.

46. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (Federal Department of Transportation Requirements and California Department of Transportation (Caltrans) DBE program 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 "F" (FTA Requirements) attached hereto and incorporated herein by reference

47. 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.

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

49. 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.

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

51. Attorney Client Privilege. The Parties recognize that, during the Project, the Commission and its attorneys will engage in communication that gives rise to an attorney client privilege of confidentiality ("Confidential Communication"). Given the nature of the work done by Consultant for the Commission, it may be necessary for the Consultant to participate in Confidential Communications. To the extent that (i) the Consultant is a party to any Confidential Communication, and (ii) a third party seeks discovery of such



communications, then the Consultant shall be deemed to be an agent of the Commission solely for purposes of preserving any attorney client privilege in the relevant Confidential Communication. Any such attorney client privilege shall be held by the Commission and the Consultant is not authorized to waive that privilege or, otherwise, disclose such Confidential Communication except as set forth below. This Section is intended to maintain the privilege in any privileged Confidential Communications that are (1) between and among Commission, Consultant, and Commission's attorneys; (2) between Consultant (on behalf of the Commission) and Commission's attorneys; (3) Confidential Communications that occur in Closed Session meetings wherein the Commission, the Commission's attorneys and Consultant are present; and (4) between Commission and Consultant wherein the substance of the Confidential Communication is conveyed to/from the Consultant.

Consultant may disclose a Confidential Communication to the extent such disclosure is required by legal process, by a court of competent jurisdiction or by any other governmental authority, provided that any such disclosure shall be limited to the specific part of the Confidential Communication required to be disclosed and provided that Consultant first comply with the requirements set forth in this paragraph. As soon as practicable after Consultant becomes aware that it is required, or may become required, to disclose the Confidential Communication for such reason, Consultant shall notify the Commission in writing, in order to allow the Commission to pursue legal remedies designed to limit the Confidential Communication required to be disclosed or to assure the confidential treatment of the disclosed information following its disclosure. Consultant shall cooperate with the Commission, on a reimbursable basis, to assist the Commission in limiting the scope of disclosure or assuring the confidential treatment of any disclosed information.

52. 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.

53. 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.

54. 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.

55. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.



56. 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.

**[Signatures on following page]**

DRAFT



**SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH PROPOSITION 1B, FTA AND FHWA FUNDING ASSISTANCE FOR  
ENVIRONMENTAL CONSULTING SERVICES**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>  By: _____ Anne Mayer    <i>Approved as to Form:</i>  By: _____ Best, Best & Krieger LLP General Counsel	<b>CONSULTANT STANTEC CONSULTING SERVICES, INC.</b>  By: _____ Signature  _____ Name  _____ Title   <b>ATTEST:</b>  By: _____  Its: _____
---	---

\* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

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



## **EXHIBIT "A" - SCOPE OF SERVICES**

### **ON-CALL ENVIRONMENTAL CONSULTING SERVICES**

#### **1.0 DESCRIPTION OF WORK**

1.1 Consultant Responsibilities shall include, but will not be limited to the following:

1.1.1 Review and evaluate project-specific environmental documents to assess current compliance/validity under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) due to changes in project design, environmental requirements, elapsed time, etc. Prepare appropriate written documentation and supplemental materials (e.g., environmental revalidation/reevaluation, CEQA addendum, update technical reports and studies, etc.) to support the assessment.

1.1.2 Review and provide written input on project-specific environmental documents, technical reports, and studies as requested by Commission staff (e.g., air quality, water quality, noise, cultural resources, paleontology, biology, MSHCP studies, and Sections 4[f] and 6[f]).

1.1.3 Permitting services including preparation of permit packages(s) and submittal to permitting agency(ies); coordination with permitting agency(ies); and shepherding permits(s) through their respective approval process(es).

1.1.4 Implementing, monitoring, and documenting the progress and success of environmental commitments during construction and post-construction (e.g., environmentally sensitive area [ESA] fencing, permit conditions, habitat restoration, revegetation, special environmental provisions, etc.).

1.1.5 Support of project compliance with Western Riverside County Multispecies Habitat Conservation Plan (MSHCP) including preparation of documentation needed to support consistency determination process.

1.1.6 Coordination with regulatory and resources agencies as needed, on specific issues.

1.1.7 Other environmental services as requested by Commission staff.

1.1.8 In addition to meeting with and coordinating efforts with Commission staff, Consultant may also be required to interact with Commission legal counsel, other consultants, Caltrans, Federal Transit Administration, Federal Highway Administration, et al.



1.1.9 If any legal issues exist during the course of work authorized under this scope of work, Consultant shall inform Commission. All legal opinions shall be rendered by Commission's legal counsel.

1.1.10 If hazardous materials or wastes are discovered during the course of work authorized under this scope of work, Consultant shall inform Commission and seek further direction from the Commission.

## 1.2 Materials to be Furnished by Commission

1.2.1 All software, data, reports, surveys, drawings, and other documents furnished to the Offeror by Commission for the Offeror's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of Commission. All such materials shall be returned to Commission upon completion of services, termination of the agreement, or other such time as Commission may determine.

## 1.3 Personnel Qualifications and Responsibilities

1.3.1 The quantity and qualifications of personnel to be assigned will be determined by the scope of the Task Order request and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by Commission.

## 1.4 Third Party Relationships

1.4.1 This Contract is intended to provide on-call environmental services for Commission projects. In the development of the Commission projects, Commission has worked closely with various professional offerors, agencies, and others in the development of the project documents and other project related materials. Commission, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Task Orders. Offeror shall take direction **only** from Commission and shall regularly inform **only** Commission of Task Order progress, outstanding issues, and all related matters.

1.4.2 During the course of the contract, Offeror may find occasion to meet with resource agencies, local jurisdictions, or Caltrans representatives, the design engineer, or other third parties who have assisted with the various Plan projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Commission project or elements of the project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Offeror shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from Commission. All oral and written communication with outside agencies or Offerors related to the project shall be directed only to Commission. Distribution of project related communications and information shall be at the sole discretion of Commission representatives.

## 2.0 TASK ORDER PROCEDURES

Exhibit A



## 2.1 Definitions

2.1.1 The term *Consultant* shall refer to the firm or firms that are awarded the contract for environmental consulting services.

2.1.2 A *Task Order* is utilized by the parties to establish, outline, and authorize a particular job or task.

## 2.2 Initiating Task Orders

2.2.1 The Commission's project manager will issue Task Orders to the Consultant.

2.2.2 The Commission's request for task order submittals. Upon a request for a Task Order Proposal by the designated Commission project manager, contractor shall develop a plan and submit a task order proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.

## 2.3 Review and Award of Task Orders

2.3.1 The Commission's designated project manager will review the submitted Task Order (TO) to ensure that the submittal is complete, consistent with the Commission's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will award the Task Order if it is determined to be fair and reasonable. If required, the Commission's project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of negotiations.

## 2.4 Completion Schedule

2.4.1 The contractors' performance of services shall commence under each Task Order only upon written authorization by the Commission's designated project manager.

2.4.2 Contractor shall complete the services within the time frame specified on a particular Task Order.



**EXHIBIT "B"- COMPENSATION AND PAYMENT**

DRAFT

Exhibit B-1



# EXHIBIT "B"

## COMPENSATION SUMMARY<sup>1</sup>

FIRM	PROJECT TASKS/ROLE	COST
<b>Prime Consultant:</b>		
Stantec Consulting Services	On-Call Environmental Consulting Services	\$ 3,000,000.00
<b>Sub Consultants:</b>		
ECORP	Threatened and Endangered Species Surveys, Wetlands and Waters Delineations, and habitat restoration services and monitoring	TBD
Environmental Review Partners	Air Quality, Greenhouse Gases, noise and vibration	TBD
Hernandez Environmental Services	Threatened and Endangered Species Surveys, wetlands and Waters Delineations, and Western Riverside and Coachella Valley Multiple Species Habitat Conservation Plan Support	TBD
Leatherman BioConsulting, Inc.	Threatened and Endangered Species Surveys, Wetlands and Waters Delineations	TBD
Pacific Restoration Group, Inc.	Habitat Restoration and monitoring	TBD
Pax Environmental	Threatened and Endangered Species Surveys	TBD
		TBD
		TBD
		TBD
		TBD
<b>TOTAL COSTS</b>		<b>\$ 3,000,000.00</b>

<sup>1</sup> Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.



## **EXHIBIT "C"**

### **FHWA/ CALTRANS REQUIREMENTS**

#### **1. STATEMENT OF COMPLIANCE.**

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (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. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,



including employment practices when the Agreement covers a program whose goal is employment.

## **2. DEBARMENT AND SUSPENSION CERTIFICATION**

CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **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**

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the



prime contractor 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.

## **5. RELEASE OF RETAINAGE**

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime 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 prime 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 the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and 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**

Caltrans has developed a statewide DBE program pursuant to 49 C.F.R. Part 26. The requirements and procedures, as applicable, of the Caltrans DBE program are hereby incorporated by reference into this Agreement. Even if no DBE participation will be reported, Consultant shall complete Exhibits "D" of this Agreement in compliance with the Caltrans DBE program, a final utilization report in the form provided by the Commission, and any other Caltrans required DBE forms.

A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." By obtaining DBE participation on this Agreement, Consultant will assist Caltrans in meeting its federally mandated statewide overall DBE goal.



B. This Agreement has established a 17% DBE goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor 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, Caltrans or the Department of Transportation deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. A DBE may be terminated only with prior written approval from the Commission and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting Commission consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

## **8. DBE PARTICIPATION GENERAL INFORMATION**

It is Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Caltrans DBE program. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work, as more fully described in section 8 below.



E. The Consultant shall list only one subcontractor for each portion of work as defined in the Consultant's bid/proposal and all DBE subcontractors should be listed in the Consultant's bid/cost proposal list of subcontractors.

F. A Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## **9. COMMERCIALLY USEFUL FUNCTION**

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

## **10. DBE CERTIFICATION AND DE-CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Contract Administrator within 30 days.

## **11. DBE RECORDS**

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each



DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the most current version of the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM- 2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Commission's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Commission's Contract Administrator.

a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Commission's Contract Administrator showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Commission's Contract Administrator showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

b. The Contractor shall also submit to the Commission's Contract Administrator documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the Commission's Contract Administrator.

## **12. REPORTING MATERIAL OR SUPPLIES PURCHASED FROM DBEs**

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly



sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

### **13. REPORTING PARTICIPATION OF DBE TRUCKING COMPANIES**

When Reporting DBE Participation, Participation of DBE trucking companies may count as follows:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insure, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives



the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **14. 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.

#### **15. 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).

#### **16. 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 an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.



## EXHIBIT "D"

### CONSULTANT DBE COMMITMENT

Consultant to Complete this Section			
1. Local Agency Name: <u>Riverside County Transportation Commission</u>			
2. Project Location: <u>Riverside County</u>			
3. Project Description: <u>On-Call Environmental Consulting Services</u>			
4. Consultant Name: _____			
5. Contract DBE Goal %: <u>17%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %



## **EXHIBIT "E" - FTA PROVISIONS**

### **FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)**

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."

#### **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. § 5307(n)(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:



- a. To provide RCTC, 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. 633.17 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 U.S.C. 5302(a)1, 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, 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, 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. Reference 49 CFR 18.39(i)(11).
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **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, 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 - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 and 49 CFR part 21, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(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, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), 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. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 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.

(c) 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"). This RFP is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

Exhibit E-3



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:

- (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.

## **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.

## **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**

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 loading for shipments originating outside the United States, a legible copy of a rated, "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.

**11. Buy America – Not applicable.**

**12. Employment Provisions**

To the extent applicable to the Services, Consultant shall comply with the following:

- A. Equal Employment Opportunity — Not applicable.
- B. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.
- C. Contact Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

**D. 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.

**13. Termination for Convenience**

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.

**14. 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 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**

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.

d. 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. §§ 1251-1387).

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, 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. §§ 1251-1387).

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. Recycled Products**

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.

## **21. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY**

**Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.**



(a) *Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), applies to this Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order, to the extent the CDC Mask Order remains in effect.

(b) *Enforcement for non-compliance.* Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, to the extent the CDC Mask Order remains in effect, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

## **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.

## **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.



**EXHIBIT “F” – LOBBYING ACTIVITIES DISCLOSURE**

DRAFT



## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<b>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:</b>  (attach Continuation Sheet(s) if necessary)	
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>		
Signature: _____ Print Name: <u>Gilberto Ruiz</u> Title: <u>Principal Environmental Planner</u> Telephone No.: <u>(213) 269-4200</u> Date: <u>7/14/22</u>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files







# **AGENDA ITEM 6M**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Bryce Johnston, Senior Capital Projects Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Quarterly Reporting of Contract Change Orders for Construction Contracts

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to

- 1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended September 30, 2022.

**BACKGROUND INFORMATION:**

During the past quarter, July through September 2022, the Commission has had the following projects under construction:

1. Mid County Parkway (MCP) Placentia project
2. I-15 Railroad Canyon Interchange project
3. SR-60 Truck Lanes project
4. MVMF Platform and Track Expansion
5. I-15 Express Lanes project
6. SR-91 Corridor Operations project (91 COP)
7. 15/91 Express Lanes Connector
8. I-15 Interim Corridor Operations project

**DISCUSSION:**

At the direction of the Executive Committee at its March 2021 meeting, a report will be filed each quarter listing the construction contract change orders that were issued in the previous quarter. The following table summarizes the Contract Change Orders that occurred in the last quarter (1<sup>st</sup> quarter of Fiscal Year 2022/23).



Contractor Change Orders executed in the 3rd Quarter of CY 2022			
Project	CCO No.	Description	Amount
MCP Placentia Project	CCO 26	Electrical Changes - Controllers, Changes at Harvill	\$72,501.00
	CCO 27	Existing Utility Conflicts and Modifications	\$40,000.00
	CCO 2-S2	Additional Funds - Maintain Traffic and Flagging	\$25,000.00
	CCO 3-S1	Buried Man Made Objects	\$25,000.00
I-15 Railroad Canyon Interchange Project	CCO 07	Buffer Sound Barrier	\$65,816.58
	CCO 36-S1	Type B Joint Seal Replacement (material change)	\$34,410.29
	CCO 54-S1	In-N-Out Hand Rail Reconciliation	\$417.16
	CCO 58-S1	Textured Concrete Adjacent to 7 Eleven	\$4,722.52
	CCO 69	Stage 4 RA5 Ramp Right Turn Lane Closure & Warnings	\$30,000.00
	CCO 74	Buried Manmade Object RA5 Ramp	\$592.32
	CCO 75-S1	Water Charges (Supplemental)	(\$67,146.00)
	CCO 78	Ramp Metering System	\$8,000.00
	CCO 81	Bioswale Rock Slope Protection	\$37,000.00
	CCO 82	Caltrans Location 3 Traffic Signal Controller Cabinet Replacement	\$85,000.00
	CCO 85	Caltrans Lighting Control	\$10,000.00
	CCO 86	Time Related OH from extensions time (56 days total)	\$140,000.00
SR-60 Truck Lanes Project	CCO 72	Slope Stabilization	\$175,000.00
	CCO 77	Barrier Transition	\$8,598.00
	CCO 79	Drainage System #122 Modification	\$93,385.48
	CCO 81	Plants and Watering	\$106,756.26
	CCO 82	Truck Lanes Traffic Markings	\$15,834.28
	CCO 83	Rip-rap Infill at Box Culvert	\$35,472.54
MVMF Platform and Track Expansion	CCO 01	Working Day Clarification	\$0.00
	CCO 02	LNTP Extension	\$0.00
91 C.O.P	CCO 24	Concrete Barrier Transition	60,000
	CCO 25	Additional Out Of Scope Work	100,000
15/91 Express Lanes Connector	CCO 14	Edge Drain	\$275,699.00
	CCO 15	Pavement Under Dike	\$117,991.00
	CCO 16	Construction Related Work for the EB 2.0 SR 91 Additional Express Lane	\$4,290,571.00
	CCO 18	Global Settlement - Cost and Time Impacts For Project Related Issues	\$1,576,113.00
I-15 Interim Corridor Operations Project	CCO 03	Miscellaneous Items	\$67,539.47

**FISCAL IMPACT:**

The Contract Change Orders were executed using available contingency authorized with the construction contract for each project.



# **AGENDA ITEM 7**







<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Sergio Vidal, Chief Financial Officer
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Annual Investment Policy

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve the revised annual Investment Policy; and
- 2) Adopt Resolution No. 22-020, *“Resolution of the Riverside County Transportation Commission Regarding the Revised Investment Policy”*.

**BACKGROUND INFORMATION:**

In accordance with state law, staff annually submits a resolution to the Commission recommending approval of the Commission’s Investment Policy. The Investment Policy outlines the following primary objectives in priority order:

- To provide safety of principal;
- To provide sufficient liquidity; and
- To maximize return on investments.

**DISCUSSION:**

Section XIV of the Investment Policy requires an annual investment policy review and specifically states that the *“Chief Financial Officer shall annually render to the Board a statement of investment policy, which the Board must consider at a public meeting. Any changes to the policy shall also be considered by the Board at a public meeting.”*

Therefore, staff reviewed the Investment Policy approved by the Commission in December 2021 and consulted with legal counsel to consider changes to the policy. Additionally, throughout the year staff consulted with the Commission’s investment managers and County Treasurer’s Office to determine an appropriate level of changes primarily affecting the Commission’s operating investment portfolio.



The following is an overview of the recommended changes to the Investment Policy:

**Section IX - Reporting**

- The frequency of the dissemination and contents of the investment report to Commissioners has been updated. Staff will provide Commissioners with a monthly investment report within 30 days following the end of the month. Previously, a report was submitted to the Commission for review on a quarterly basis.

**Section XI – Authorized Broker-Dealers and Financial Institutions**

- This section has been updated to expand the due diligence provisions to cover all securities professionals providing investment advice, not only broker-dealers. Other changes to this section include references to specific Government Code sections for clarification, and minor language updates and changes.

**SUMMARY AND FISCAL IMPACT:**

Staff recommends approval of the Investment Policy and adoption of Resolution No. 22-020 related to the Investment Policy. There is no fiscal impact related to the approval and adoption of this policy; the approval by the Commission, as provided in the Investment Policy results in a direct fiscal impact.

Attachments:

- 1) Resolution No. 22-020
- 2) Investment Policy (red-line draft)
- 3) Investment Policy (clean)

*Approved by the Budget and Implementation Committee on November 28, 2022*

In Favor: 11 Abstain: 0 No: 0



**RESOLUTION NO. 22-020**

**RESOLUTION OF THE  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
REGARDING THE  
REVISED INVESTMENT POLICY**

**WHEREAS**, the Riverside County Transportation Commission (the “Commission”) currently retains the authority to add, delete or otherwise modify the Commission’s policies and procedures;

**WHEREAS**, the Commission desires to modify the Investment Policy.

**NOW, THEREFORE**, the Riverside County Transportation Commission does hereby resolve as follows:

Section 1. The Riverside County Transportation Commission hereby adopts the Investment Policy, as revised, and attached as Exhibit A.

APPROVED AND ADOPTED this 14<sup>th</sup> day of December, 2022.

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V. Manuel Perez, Chair  
Riverside County Transportation Commission

ATTEST:

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Lisa Mobley  
Clerk of the Board









## INVESTMENT POLICY

### **I. Introduction**

The purpose of this document is to identify policies and procedures that enhance opportunities for a prudent investment program and to organize and formalize investment-related activities.

### **II. Scope**

It is intended that this Policy cover all funds (except retirement funds) and investment activities under the direction of the Commission serving as the Riverside County Transportation Commission's governing board. Investment activities may be classified between operating and bond/debt portfolios.

### **III. Delegation of Authority**

~~Pursuant to the Commission's Administrative Code, the~~ The Commission's management responsibility for the investment program is hereby delegated for a one-year period to the Executive Director who shall monitor and review all investments for consistency with this investment policy. Subject to review, the Commission may renew the delegation of authority pursuant to this section each year. The Executive Director may delegate these duties to a designee ("Chief Financial Officer"). The Commission may delegate its investment decision making and execution authority to an investment advisor. The advisor shall follow this Policy and such other written instructions as are provided.

### **IV. Prudence**

All persons authorized to make investment decisions on behalf of the Commission are subject to the prudent investor standard. Investments shall be made with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Commission that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Commission.

Authorized individuals acting in accordance with this Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual



security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.

## V. Objective

The Commission's primary investment objectives, in priority order, shall be:

1. **Safety.** Safety of principal is the foremost objective of the investment program. Investments of the Commission shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
2. **Liquidity.** The investment portfolio of the Commission will remain sufficiently liquid to enable the Commission to meet its cash flow requirements.
3. **Return on Investment.** The investment portfolio of the Commission shall be designed with the objective of maximizing return on its investments, but only after ensuring safety and liquidity.

The Commission may from time to time sell securities that it owns in order to better reposition its portfolio assets in accordance with updated cash flow schedules, yield opportunities existing between market sectors, or simply market timing.

## VI. Investments

California Government Code Section 53601 governs the investments permitted for purchase by the Commission. Within the investments permitted by Code, the Commission seeks to further restrict eligible investments to the investments listed in Section VI.1 below. Percentage limitations, where indicated, apply *at the time of purchase*. Percentage holdings with any one non-U.S. Government issuer or non-Federal Agency issuer are further restricted to a maximum of 10% (direct and indirect commitments), except as otherwise noted. Rating requirements where indicated, apply *at the time of purchase*. In the event a security held by the Commission is subject to a rating change that brings it below the minimum specified rating requirement, the Chief Financial Officer shall be authorized to act immediately and to notify the Commission of any actions taken in regards to the security. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the rating drop, prognosis for recovery or further rating drops, and the market price of the security.



## 1. Eligible Investments

- A. **U.S. Government Issues.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- B. **Federal Agency Securities.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- C. **Supranational Obligations.** Obligations issued, or unconditionally guaranteed, by the following supranational institutions:
  - 1. International Bank for Reconstruction and Development; and
  - 2. International Finance Corporation.

Such securities must have a maximum maturity of four (4) years and ratings from at least one Nationally Recognized Statistical Rating Organization (NRSRO) as follows: at least “Aa/AA/or AA” which denotes “Aa2” by Moody’s Investors Service (Moody’s), or “AA” by S&P Global Ratings (S&P), or “AA” by Fitch Ratings (Fitch); or as otherwise approved by the Commission. Investments in supranational obligations are limited to a maximum of 20% of Commission funds with no more than 10% of funds invested in any one supranational institution.

- D. **Municipal Bonds.** Registered treasury notes or bonds of any of the other 49 United States, in addition to California, payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of any of the other 49 United States, in addition to California. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least “A1/A+/or A+”; or as otherwise approved by the Commission.

Registered general obligation treasury notes or bonds of any of the 50 United States. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least “A1/A+/or A+” or as otherwise approved by the Commission.

Taxable or tax-exempt bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California with a maximum maturity of five (5) years and ratings from at least one NRSRO



as follows: at least “A1/A+/or A+” (the minimum rating shall apply to the local agency, irrespective of any credit enhancement), including bonds, notes, warrants, or other evidences of indebtedness payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by either the local agency, a department, board, agency, or authority of the local agency, or of any local agency within this state.

Investments in municipal bonds are further limited to 25% of the Commission’s funds.

- E. Tri-Party Repurchase Agreements.** Tri-party repurchase agreements are to be used solely as short-term investments not to exceed 30 days. The Commission may enter into tri-party repurchase agreements with primary government securities dealers rated “A” or better by two NRSROs. Counterparties should also have (i) a short-term credit rating of at least P-1/A-1/ or F-1; (ii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in V.1 A and B, will be acceptable collateral. All securities underlying tri-party repurchase agreements must be delivered to the Commission's custodian or fiscal agent bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each tri-party repurchase agreement must equal or exceed 102% of the total dollar value of the money invested by the Commission for the term of the investment. For any tri-party repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.

The Commission or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to tri-party repurchase agreement. The Commission shall have properly executed a PSA agreement with each counterparty with which it enters into tri-party repurchase agreements.

- F. U.S. Corporate Debt.** Medium-term notes, defined as all corporate and depository institution securities with a maximum remaining maturity of five (5) years or less, issued by corporations organized and operating within the United States or depository institutions licensed by the United States or any state and operating within the United States. Eligible investment shall be rated at least “A1/A+/ or A+” by at least one NRSRO.



Investments in U.S. Corporate Debt are further limited to 25% of the Commission's funds.

- G. Commercial Paper.** Commercial paper rated in the highest category by one or more nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation. (B) Has total assets in excess of five hundred million dollars (\$500,000,000). (C) Has debt other than commercial paper, if any, that is rated "A" or higher by at least one NRSRO.
- (2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (B) Has program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit, or surety bond. (C) Has commercial paper that is rated at least "P-1/A-1/or F-1", or the equivalent, by at least one NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Investments in commercial paper are limited to a maximum of 25% of the Commission's funds.

- H. Banker's Acceptances.** Banker's acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System. Purchases of banker's acceptances may not exceed 180 days maturity. Eligible banker's acceptances are restricted to issuing financial institutions with short-term paper rated in the highest category by one or more nationally recognized rating service. Investments in banker's acceptances are further limited to 40% of the Commission's funds with no more than 30% of the Commission's funds invested in the banker's acceptances of any one commercial bank.
- I. Money Market Mutual Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.) and that invest solely in U.S. treasuries, obligations of the U.S. Treasury, and repurchase agreements relating to such treasury obligations.

The Commission may invest in shares of beneficial interest issued by a company that shall have met either of the following criteria: (1) Attained



the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized rating services. (2) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in Money Market Mutual Funds are further limited to 20% of the Commission's funds.

**J. Riverside County Pooled Investment Fund ("RCPIF").** The Commission may invest in the Riverside County Pooled Investment Fund. As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.
- A description of how often the securities are priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

**K. State of California Local Agency Investment Fund ("LAIF").** The Commission may invest in LAIF. As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.
- A description of how often the securities are priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.



- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

**L. Certificates of Deposit.**

Negotiable Certificates of Deposit (NCD's): NCDs are money market instruments issued by a bank. They specify that a sum of money has been deposited, payable with interest to the bearer of the certificates on a certain date. NCDs are issued by nationally or state chartered bank or state or federal savings and loan association. All purchases must be from institutions rated the highest letter and number rating (e.g., P-1/A-1/or F-1) as provided for by at least one NRSRO, as designated by the U.S. Securities and Exchange Commission. The maturity of NCDs shall not exceed one (1) year to maturity, and purchases of NCDs shall not exceed 30% of the Commission's investment portfolio. NCDs shall be evaluated in terms of the creditworthiness of the issuing institution, as these deposits are uninsured and uncollateralized promissory notes.

FDIC-insured Certificates of Deposit: The principal amount of the investment must be federally insured through the Federal Deposit Insurance Corporation (FDIC). No more than the prevailing FDIC insured coverage amount may be invested with any one deposit. Certificates of Deposit placed through the Certificate of Deposit Account Registry Service (CDARS) shall be considered fully insured, assuming that the total amount invested with any participating bank is limited to the prevailing FDIC insured coverage amount. Interest on the principal must be paid to the Commission at least annually. The placement of Certificates of Deposit with local banks that qualify in accordance with Government Code section 53601(h) is encouraged. The Commission, at its discretion, may invest a portion of its funds in certificates of deposit at a commercial bank, savings bank, savings and loan association, or credit union using a private sector entity to assist in the placement of such certificates, provided that it complies with Government Code Section 53601.8. Such investments may not exceed in total 20% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

Collateralized Certificates of Deposit: For investments exceeding \$100,000, there will be a waiver of collateral for the first \$100,000 deposited and protected by FDIC insurance. The remainder of the deposit shall be fully collateralized by U.S. Treasury and Federal Agency securities having maturities less than five years. The Commission must receive written confirmation that these securities have been pledged in



repayment of the time deposit. The securities pledged as collateral must have a current market value greater than the dollar amount of the deposit in keeping with the ratio requirements specified in Section 53652 of the Government Code. Additionally, a statement of the collateral shall be provided to the Commission on a monthly basis. Such investments may not exceed in total 15% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

- M. Time Deposits.** Federal Deposit Insurance Corporation insured money market savings accounts or time deposits which are deposited through depository institutions which are participants of the Money Market Insured Deposit Account Service ("MMIDAS").
- N. Mortgage and Asset-backed Securities.** Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable-backed bond of a maximum maturity of five (5) years.

Securities eligible for investment under this subdivision shall be issued by an issuer and rated at least "A3/A-/or A-" for the issuer's debt as provided by at least one NRSRO and rated in the rating category of "AAA" or its equivalent (excluding U.S. Government/Agency-backed structured products which will be permitted with their prevailing ratings even if those ratings are below the rating category of "AAA") by at least one NRSRO.

Purchase of these securities may not exceed 10% of the Commission's operating investment portfolio.

## **2. Eligible Investments for Bond Proceeds**

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to permitted investments, bond proceeds will be invested in securities permitted by this Policy.

With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond the five (5) years if prudent in the opinion of the Chief Financial Officer.

## **3. Ineligible Investments**

The Commission shall not invest any funds in the types of securities as provided in California Government Code Section 53601.6.



The purchase of any security not listed in Section VI.1 above, but permitted by the California Government Code, is prohibited unless the Commission approves the investment either specifically or as a part of an investment program approved by the Commission.

## **VII. Maximum Maturities**

Maturities of investments will be selected to provide necessary liquidity, minimize interest rate risk, and maximize earnings. Current and expected yield curve analysis will be monitored and the portfolio will be invested accordingly. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

Where this Policy does not specify a maximum remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five (5) years.

## **VIII. Performance Standards**

The Chief Financial Officer shall continually monitor and evaluate the portfolio's performance.

## **IX. Reporting**

The Executive Director or designee shall prepare and provide to the Commission a monthly report, within 30 days following the end of the month, which includes the following information:

- Type of investment;
- Issuer name;
- Date of maturity;
- Dollar amount invested in all securities, and investments and monies held by the local agency;
- A description of the funds, investments, and programs (including lending programs) managed by contracted parties;
- Current market value of securities;
- A statement of compliance with the investment policy or an explanation for non-compliance; and
- A statement denoting the ability of the Commission to meet its liquidity requirements for the next six months, or provide an explanation as to why sufficient money, shall or may not be available.



~~The Chief Financial Officer shall prepare and provide to the Commission and the Executive Director, within 60 days following the end of the quarter, a portfolio report, which includes the following information:~~

- ~~• Type of investment~~
- ~~• Name of issuer~~
- ~~• Date of maturity~~
- ~~• Date of purchase~~
- ~~• Par value~~
- ~~• Original purchase cost~~
- ~~• Call date (if applicable)~~
- ~~• Current market value of securities~~
- ~~• Unrealized market value gain/loss~~
- ~~• Coupon rate, if applicable~~
- ~~• Yield to maturity~~
- ~~• Credit quality, as determined by one or more NRSROs, of each investment~~
- ~~• Average duration of portfolio~~
- ~~• Listing of all investment transactions during the quarter~~
- ~~• A statement that the portfolio complies with the investment policy, or the manner in which the portfolio is not in compliance~~
- ~~• A statement denoting the ability of the Commission to meet its liquidity requirements for the next six months, or provide an explanation as to why sufficient money shall, or may not be, available.~~

## **X. Investment Procedures**

The Chief Financial Officer, as the Commission's designee, is responsible for ensuring compliance with the Commission's investment policies and establishing written procedures and internal controls for the operation of the investment program. No person may engage in investment transactions except as provided under the terms of this Policy and the written procedures established by the Chief Financial Officer. The written procedures should address: delegation of authority to subordinate staff members, control of collusion, separation of transaction authority from accounting and record keeping, written confirmations of transactions, reconciliation of custody statements, and wire transfer procedures and agreements. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity, and compliance with policies and procedures.

## **XI. Authorized Broker-Dealers and Financial Institutions**

The Chief Financial Officer shall maintain a list of authorized broker-dealers and financial institutions which are approved for investment purposes. It shall be the Commission's



policy to purchase securities only from those authorized institutions and firms (unless purchased directly from the issuer). Separate lists shall be maintained for broker-~~dealers~~ and financial institutions approved for repurchase agreements and those approved for the purchase of other securities. If an investment advisor is used, they may use their own list of approved broker-~~dealers~~ and financial institutions for investment purposes.

To be eligible, a firm must meet the following minimum criteria: (i) an institution licensed by the state as a broker-dealer (as defined in Section 25004 of the Corporations Code), or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal ~~federal or state~~ association (as defined by Section 5102 of the Financial Code), or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank; and (ii) all broker-~~dealer~~ firms and individuals must be properly registered with the FINRA~~NASD~~ and/or SEC to transact business in the relevant geographic locations and product sectors.

In addition, counterparties for Repurchase Agreements shall be limited to primary government securities dealers rated “A” or better by two NRSROs. Counterparties shall also have (i) a short-term credit rating of at least P-1/A-1/or F-1; (ii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The Chief Financial Officer shall select broker-~~dealers~~ and other financial institutions on the basis of the firm’s expertise and creditworthiness. The Commission shall annually send a copy of the current investment policy to all securities professionals~~dealers~~ approved to do business with the Commission. Each broker/dealer~~securities professional~~, or financial institution, or any other consultant providing investment advice, as determined in the sole discretion of the Executive Director or designee, that has been authorized by the Commission shall be required to submit and annually update a Broker/Dealer Questionnaire which includes the firm’s most recent financial statements. The Chief Financial Officer shall maintain a file for each firm approved for investment purposes, which includes the most recent Broker/Dealer Questionnaire.

## **XII. Safekeeping and Custody**

To protect the Commission’s assets, all securities owned by the Commission shall be held in safekeeping in the Commission’s name by a third party bank trust department, acting as agent for the Commission under the terms of a custody agreement executed by the bank and the Commission. All securities will be received and delivered using standard delivery versus payment (DVP) procedures; the Commission's safekeeping agent will only release payment for a security after the security has been properly delivered.

Physical delivery securities shall be avoided whenever possible, as book entry securities are much easier to transfer and account for since actual delivery of a document never takes



place. In addition, delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

### **XIII. Ethics and Conflicts of Interest**

The Commission adopts the following policy concerning conflicts of interest:

1. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.
2. Officers and employees involved in the investment process shall disclose any material financial interest in any financial institution that conducts business with the Commission, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Commission's portfolio.
3. Officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Commission.

### **XIV. Investment Policy Review**

The Chief Financial Officer shall annually render to the Commission a statement of investment policy, which the Commission must consider at a public meeting. Any changes to the policy shall also be considered by the Commission at a public meeting.





## **INVESTMENT POLICY**

### **I. Introduction**

The purpose of this document is to identify policies and procedures that enhance opportunities for a prudent investment program and to organize and formalize investment-related activities.

### **II. Scope**

It is intended that this Policy cover all funds (except retirement funds) and investment activities under the direction of the Commission serving as the Riverside County Transportation Commission's governing board. Investment activities may be classified between operating and bond/debt portfolios.

### **III. Delegation of Authority**

The Commission's management responsibility for the investment program is hereby delegated for a one-year period to the Executive Director who shall monitor and review all investments for consistency with this investment policy. Subject to review, the Commission may renew the delegation of authority pursuant to this section each year. The Executive Director may delegate these duties to a designee ("Chief Financial Officer"). The Commission may delegate its investment decision making and execution authority to an investment advisor. The advisor shall follow this Policy and such other written instructions as are provided.

### **IV. Prudence**

All persons authorized to make investment decisions on behalf of the Commission are subject to the prudent investor standard. Investments shall be made with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Commission that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Commission.

Authorized individuals acting in accordance with this Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual



security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.

## V. Objective

The Commission's primary investment objectives, in priority order, shall be:

1. **Safety.** Safety of principal is the foremost objective of the investment program. Investments of the Commission shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
2. **Liquidity.** The investment portfolio of the Commission will remain sufficiently liquid to enable the Commission to meet its cash flow requirements.
3. **Return on Investment.** The investment portfolio of the Commission shall be designed with the objective of maximizing return on its investments, but only after ensuring safety and liquidity.

The Commission may from time to time sell securities that it owns in order to better reposition its portfolio assets in accordance with updated cash flow schedules, yield opportunities existing between market sectors, or simply market timing.

## VI. Investments

California Government Code Section 53601 governs the investments permitted for purchase by the Commission. Within the investments permitted by Code, the Commission seeks to further restrict eligible investments to the investments listed in Section VI.1 below. Percentage limitations, where indicated, apply *at the time of purchase*. Percentage holdings with any one non-U.S. Government issuer or non-Federal Agency issuer are further restricted to a maximum of 10% (direct and indirect commitments), except as otherwise noted. Rating requirements where indicated, apply *at the time of purchase*. In the event a security held by the Commission is subject to a rating change that brings it below the minimum specified rating requirement, the Chief Financial Officer shall be authorized to act immediately and to notify the Commission of any actions taken in regards to the security. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the rating drop, prognosis for recovery or further rating drops, and the market price of the security.



## 1. Eligible Investments

- A. **U.S. Government Issues.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- B. **Federal Agency Securities.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- C. **Supranational Obligations.** Obligations issued, or unconditionally guaranteed, by the following supranational institutions:
  - 1. International Bank for Reconstruction and Development; and
  - 2. International Finance Corporation.

Such securities must have a maximum maturity of four (4) years and ratings from at least one Nationally Recognized Statistical Rating Organization (NRSRO) as follows: at least “Aa/AA/or AA” which denotes “Aa2” by Moody’s Investors Service (Moody’s), or “AA” by S&P Global Ratings (S&P), or “AA” by Fitch Ratings (Fitch); or as otherwise approved by the Commission. Investments in supranational obligations are limited to a maximum of 20% of Commission funds with no more than 10% of funds invested in any one supranational institution.

- D. **Municipal Bonds.** Registered treasury notes or bonds of any of the other 49 United States, in addition to California, payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of any of the other 49 United States, in addition to California. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least “A1/A+/or A+”; or as otherwise approved by the Commission.

Registered general obligation treasury notes or bonds of any of the 50 United States. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least “A1/A+/or A+” or as otherwise approved by the Commission.

Taxable or tax-exempt bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California with a maximum maturity of five (5) years and ratings from at least one NRSRO



as follows: at least “A1/A+/or A+” (the minimum rating shall apply to the local agency, irrespective of any credit enhancement), including bonds, notes, warrants, or other evidences of indebtedness payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by either the local agency, a department, board, agency, or authority of the local agency, or of any local agency within this state.

Investments in municipal bonds are further limited to 25% of the Commission’s funds.

- E. Tri-Party Repurchase Agreements.** Tri-party repurchase agreements are to be used solely as short-term investments not to exceed 30 days. The Commission may enter into tri-party repurchase agreements with primary government securities dealers rated “A” or better by two NRSROs. Counterparties should also have (i) a short-term credit rating of at least P-1/A-1/ or F-1; (ii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in V.1 A and B, will be acceptable collateral. All securities underlying tri-party repurchase agreements must be delivered to the Commission's custodian or fiscal agent bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each tri-party repurchase agreement must equal or exceed 102% of the total dollar value of the money invested by the Commission for the term of the investment. For any tri-party repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.

The Commission or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to tri-party repurchase agreement. The Commission shall have properly executed a PSA agreement with each counterparty with which it enters into tri-party repurchase agreements.

- F. U.S. Corporate Debt.** Medium-term notes, defined as all corporate and depository institution securities with a maximum remaining maturity of five (5) years or less, issued by corporations organized and operating within the United States or depository institutions licensed by the United States or any state and operating within the United States. Eligible investment shall be rated at least “A1/A+/ or A+” by at least one NRSRO.



Investments in U.S. Corporate Debt are further limited to 25% of the Commission's funds.

- G. Commercial Paper.** Commercial paper rated in the highest category by one or more nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation. (B) Has total assets in excess of five hundred million dollars (\$500,000,000). (C) Has debt other than commercial paper, if any, that is rated "A" or higher by at least one NRSRO.
- (2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (B) Has program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit, or surety bond. (C) Has commercial paper that is rated at least "P-1/A-1/or F-1", or the equivalent, by at least one NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Investments in commercial paper are limited to a maximum of 25% of the Commission's funds.

- H. Banker's Acceptances.** Banker's acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System. Purchases of banker's acceptances may not exceed 180 days maturity. Eligible banker's acceptances are restricted to issuing financial institutions with short-term paper rated in the highest category by one or more nationally recognized rating service. Investments in banker's acceptances are further limited to 40% of the Commission's funds with no more than 30% of the Commission's funds invested in the banker's acceptances of any one commercial bank.
- I. Money Market Mutual Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.) and that invest solely in U.S. treasuries, obligations of the U.S. Treasury, and repurchase agreements relating to such treasury obligations.

The Commission may invest in shares of beneficial interest issued by a company that shall have met either of the following criteria: (1) Attained



the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized rating services. (2) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in Money Market Mutual Funds are further limited to 20% of the Commission's funds.

**J. Riverside County Pooled Investment Fund ("RCPIF").** The Commission may invest in the Riverside County Pooled Investment Fund. As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.
- A description of how often the securities are priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

**K. State of California Local Agency Investment Fund ("LAIF").** The Commission may invest in LAIF. As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.
- A description of how often the securities are priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.



- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

**L. Certificates of Deposit.**

Negotiable Certificates of Deposit (NCD's): NCDs are money market instruments issued by a bank. They specify that a sum of money has been deposited, payable with interest to the bearer of the certificates on a certain date. NCDs are issued by nationally or state chartered bank or state or federal savings and loan association. All purchases must be from institutions rated the highest letter and number rating (e.g., P-1/A-1/or F-1) as provided for by at least one NRSRO, as designated by the U.S. Securities and Exchange Commission. The maturity of NCDs shall not exceed one (1) year to maturity, and purchases of NCDs shall not exceed 30% of the Commission's investment portfolio. NCDs shall be evaluated in terms of the creditworthiness of the issuing institution, as these deposits are uninsured and uncollateralized promissory notes.

FDIC-insured Certificates of Deposit: The principal amount of the investment must be federally insured through the Federal Deposit Insurance Corporation (FDIC). No more than the prevailing FDIC insured coverage amount may be invested with any one deposit. Certificates of Deposit placed through the Certificate of Deposit Account Registry Service (CDARS) shall be considered fully insured, assuming that the total amount invested with any participating bank is limited to the prevailing FDIC insured coverage amount. Interest on the principal must be paid to the Commission at least annually. The placement of Certificates of Deposit with local banks that qualify in accordance with Government Code section 53601(h) is encouraged. The Commission, at its discretion, may invest a portion of its funds in certificates of deposit at a commercial bank, savings bank, savings and loan association, or credit union using a private sector entity to assist in the placement of such certificates, provided that it complies with Government Code Section 53601.8. Such investments may not exceed in total 20% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

Collateralized Certificates of Deposit: For investments exceeding \$100,000, there will be a waiver of collateral for the first \$100,000 deposited and protected by FDIC insurance. The remainder of the deposit shall be fully collateralized by U.S. Treasury and Federal Agency securities having maturities less than five years. The Commission must receive written confirmation that these securities have been pledged in



repayment of the time deposit. The securities pledged as collateral must have a current market value greater than the dollar amount of the deposit in keeping with the ratio requirements specified in Section 53652 of the Government Code. Additionally, a statement of the collateral shall be provided to the Commission on a monthly basis. Such investments may not exceed in total 15% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

- M. Time Deposits.** Federal Deposit Insurance Corporation insured money market savings accounts or time deposits which are deposited through depository institutions which are participants of the Money Market Insured Deposit Account Service ("MMIDAS").
- N. Mortgage and Asset-backed Securities.** Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable-backed bond of a maximum maturity of five (5) years.

Securities eligible for investment under this subdivision shall be issued by an issuer and rated at least "A3/A-/or A-" for the issuer's debt as provided by at least one NRSRO and rated in the rating category of "AAA" or its equivalent (excluding U.S. Government/Agency-backed structured products which will be permitted with their prevailing ratings even if those ratings are below the rating category of "AAA") by at least one NRSRO.

Purchase of these securities may not exceed 10% of the Commission's operating investment portfolio.

## **2. Eligible Investments for Bond Proceeds**

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to permitted investments, bond proceeds will be invested in securities permitted by this Policy.

With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond the five (5) years if prudent in the opinion of the Chief Financial Officer.

## **3. Ineligible Investments**

The Commission shall not invest any funds in the types of securities as provided in California Government Code Section 53601.6.



The purchase of any security not listed in Section VI.1 above, but permitted by the California Government Code, is prohibited unless the Commission approves the investment either specifically or as a part of an investment program approved by the Commission.

## **VII. Maximum Maturities**

Maturities of investments will be selected to provide necessary liquidity, minimize interest rate risk, and maximize earnings. Current and expected yield curve analysis will be monitored and the portfolio will be invested accordingly. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

Where this Policy does not specify a maximum remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five (5) years.

## **VIII. Performance Standards**

The Chief Financial Officer shall continually monitor and evaluate the portfolio's performance.

## **IX. Reporting**

The Executive Director or designee shall prepare and provide to the Commission a monthly report, within 30 days following the end of the month, which includes the following information:

- Type of investment;
- Issuer name;
- Date of maturity;
- Dollar amount invested in all securities, and investments and monies held by the local agency;
- A description of the funds, investments, and programs (including lending programs) managed by contracted parties;
- Current market value of securities;
- A statement of compliance with the investment policy or an explanation for non-compliance; and
- A statement denoting the ability of the Commission to meet its liquidity requirements for the next six months, or provide an explanation as to why sufficient money, shall or may not be available.



## **X. Investment Procedures**

The Chief Financial Officer, as the Commission's designee, is responsible for ensuring compliance with the Commission's investment policies and establishing written procedures and internal controls for the operation of the investment program. No person may engage in investment transactions except as provided under the terms of this Policy and the written procedures established by the Chief Financial Officer. The written procedures should address: delegation of authority to subordinate staff members, control of collusion, separation of transaction authority from accounting and record keeping, written confirmations of transactions, reconciliation of custody statements, and wire transfer procedures and agreements. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity, and compliance with policies and procedures.

## **XI. Authorized Broker-Dealers and Financial Institutions**

The Chief Financial Officer shall maintain a list of authorized broker-dealers and financial institutions which are approved for investment purposes. It shall be the Commission's policy to purchase securities only from those authorized institutions and firms (unless purchased directly from the issuer). Separate lists shall be maintained for broker-dealers and financial institutions approved for repurchase agreements and those approved for the purchase of other securities. If an investment advisor is used, they may use their own list of approved broker-dealers and financial institutions for investment purposes.

To be eligible, a firm must meet the following minimum criteria: (i) an institution licensed by the state as a broker-dealer (as defined in Section 25004 of the Corporations Code), or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code), or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank; and (ii) all broker-dealer firms and individuals must be properly registered with the FINRA and/or SEC to transact business in the relevant geographic locations and product sectors.

In addition, counterparties for Repurchase Agreements shall be limited to primary government securities dealers rated "A" or better by two NRSROs. Counterparties shall also have (i) a short-term credit rating of at least P-1/A-1/or F-1; (ii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The Chief Financial Officer shall select broker-dealers and other financial institutions on the basis of the firm's expertise and creditworthiness. The Commission shall annually send a copy of the current investment policy to all securities professionals approved to do business with the Commission. Each securities professional, financial institution, or



any other consultant providing investment advice, as determined in the sole discretion of the Executive Director or designee, that has been authorized by the Commission shall be required to submit and annually update a Questionnaire which includes the firm's most recent financial statements. The Chief Financial Officer shall maintain a file for each firm approved for investment purposes, which includes the most recent Questionnaire.

## **XII. Safekeeping and Custody**

To protect the Commission's assets, all securities owned by the Commission shall be held in safekeeping in the Commission's name by a third party bank trust department, acting as agent for the Commission under the terms of a custody agreement executed by the bank and the Commission. All securities will be received and delivered using standard delivery versus payment (DVP) procedures; the Commission's safekeeping agent will only release payment for a security after the security has been properly delivered.

Physical delivery securities shall be avoided whenever possible, as book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. In addition, delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

## **XIII. Ethics and Conflicts of Interest**

The Commission adopts the following policy concerning conflicts of interest:

1. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.
2. Officers and employees involved in the investment process shall disclose any material financial interest in any financial institution that conducts business with the Commission, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Commission's portfolio.
3. Officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Commission.

## **XIV. Investment Policy Review**

The Chief Financial Officer shall annually render to the Commission a statement of investment policy, which the Commission must consider at a public meeting. Any changes to the policy shall also be considered by the Commission at a public meeting.







# **AGENDA ITEM 8**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee David Knudsen, External Affairs Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	2023 State and Federal Legislative Platform and Legislative Update

**BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Adopt the Commission’s 2023 State and Federal Legislative Platform; and
- 2) Receive and file a state and federal legislative update.

**BACKGROUND INFORMATION:**

**Draft 2023 State and Federal Legislative Platform**

The Commission annually adopts a legislative platform that serves as the framework for policy positions the Commission will take on various pieces of legislation, administrative policies, and regulations. The platform addresses broad themes that are critical in both Sacramento and Washington, D.C. These platform points allow staff, Commissioners, and the Commission’s lobbyists to communicate in a timely, effective manner with state and federal agencies and elected representatives as issues arise.

The proposed 2023 State and Federal Legislative Platform builds on previously adopted Commission platforms. Recommended adjustments to the 2022 Commission-adopted platform are based on lessons learned from the 2021-2022 state legislative session, including the introduction of Assembly Bill (AB) 1778 (Cristina Garcia), AB 2237 (Friedman), AB 2438 (Friedman), and transportation policies like the California Action Plan for Transportation Infrastructure (CAPTI) and California Transportation Assessment Report pursuant to AB 285 (Friedman). Adjustments include:

- Ensuring that regions like Riverside County with growing diverse populations priced out from coastal urban centers receive their fair share of state and federal funding resources, as well as due flexibility and variance in policy implementation;
- Opposing implementation measures associated with climate action goals if they hinder a just transition to multimodal transportation systems in Riverside County;



- Supporting multimodal transit projects that promote equitable access through geographic reach and service frequency, commuter and mobility choice, and environmental sustainability, as well as maximizes regional competitiveness for state and federal funding;
- Supporting environmental streamlining of multimodal transit projects and safety improvements on road and highways; and
- Recognizing work already being done to incorporate active transportation improvements into other projects, such as interchange improvements.

In addition, it is necessary for the Commission to underscore its support for environmental sustainability, wildlife connectivity, and air quality improvement measures consistent with RCTC's mission.

Staff also spent time reorganizing the platform format for a more readable document. Clarifying edits included moving provisions in the platform to more appropriate sections, updating wording to better reflect current policy, and removing duplicative issue areas. These changes are not intended to alter RCTC's core policy goals, initiatives, or values, including:

- Opposing any mandates that could nullify RCTC priorities;
- Supporting the Commission's independent authority and decision-making; and
- Ensuring the project delivery of the voter-approved Measure A expenditure plan.

The proposed 2023 State and Federal Legislative Platform is attached, with track changes, to highlight additions and deletions from the adopted 2022 version.

### **Coachella Valley Rail**

Following the successful Coachella Valley Rail (CV Rail) advocacy trip to Washington, D.C. this past September, RCTC requested a meeting with California State Transportation Secretary Toms Omishakin to outline the Commission's efforts and future vision for passenger rail service to the Coachella Valley. Secretary Omishakin and CalSTA's Chief Deputy Secretary for Rail and Transit, Chad Edison, met with RCTC Chair V. Manuel Perez, Commissioner Lisa Middleton, and staff on November 2, 2022. Both officials offered strong support for CV Rail and RCTC's project goals.

RCTC is seeking \$20 million in funding from the federal Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant program to help fund and complete the Tier 2 project-level environmental studies for CV Rail. After the Commission unanimously certified the Tier 1 program-level environmental document in July, RCTC and Caltrans immediately began seeking the necessary funding to complete the Tier 2 studies, including an analysis of detailed engineering and environmental topics, helping to move the project closer to construction. Tier 2 will cost approximately \$60 million to complete. RCTC and Caltrans will submit the CV Rail CRISI application by the December 1, 2022 deadline.



## **Federal Update**

Congress continues to work on appropriations bills to fund federal programs for Federal Fiscal Year 2023. There is a Continuing Resolution (CR) in place that provides funding for the federal government through December 16th. To date, Congress has not yet passed any of the 12 appropriations bills and will be unable to do so until there is a budget agreement that sets spending levels for defense and non-defense discretionary programs. It is unclear at this time if such a budget agreement can be reached prior to December 16 or if another CR will be needed to avoid a federal government shutdown.

Congress may also try and address several other items before adjourning for the year, including, authorization of defense programs, additional disaster relief and aid to Ukraine, and raising the debt ceiling.

The midterm elections have resulted in a change of control in the House of Representatives. This change will mean new leaders on House Committees that handle transportation issues. It is expected that both the House and Senate will continue to conduct oversight hearings on the Infrastructure Investment and Jobs Act during the next Session of Congress.

### **FISCAL IMPACT:**

This is a policy and information item. There is no fiscal impact.

#### Attachments:

- 1) Draft 2023 Legislative Platform – Redline version
- 2) Draft 2023 Legislative Platform – Edits accepted version
- 3) State and Federal Update Legislative Matrix - November 2022

*Approved by the Budget and Implementation Committee on November 28, 2022*

In Favor: 11 Abstain: 0 No: 0









**OBJECTIVE:** The 2023~~32~~ State and Federal Legislative Platform serves as the framework that will guide Riverside County Transportation Commission's (RCTC or Commission)'s advocacy efforts for state and federal policy and funding decisions that enable ~~Riverside County Transportation~~the Commission (~~RCTC~~) to: implement Measure A, the Regional Transportation Plan (RTP), and adopted plans and programs; comply with state and federal requirements; and provide greater mobility, equitable access, improved quality of life, operational excellence, and economic vitality in Riverside County.

RCTC's State and Federal Legislative Platform offers positions on key policy issues which are likely to be the focus in the next legislative and congressional sessions.

### Equity and Fairness

- Ensure that rural, low-income, and disadvantaged communities in Riverside County benefit from equity-based transportation planning and implementation policies.
- State and federal funding should be distributed equitably to Riverside County. This includes core formula funding as well as supplemental distributions.
- Governance structures should ensure equitable representation and decision-making authority is provided to Riverside County.
- Policies should be implemented recognizing regional variance by distinguishing high-growth regions for their impact on the economy, environment, and should be dynamic ~~in order~~ to address current and future population growth, including low-income and disadvantaged communities priced out of coastal urban centers.
- Engage in policy discussions regarding the way public outreach and public meetings are conducted by public agencies.

### Regional Control

- Project selection and planning authority for state/federal funds should be as local as possible, preferably in the hands of the Commission.
- State and federal rulemakings, administrative processes, program guidelines, and policy development activities should include meaningful collaboration from regional transportation agencies.
- Oppose efforts by non-transportation interests to assert control over transportation funding and decision-making.
- Policies should be sensitive to each region's unique needs and avoid "one size fits all" assumptions, over-reliance on ~~one single~~ modes of transportation that would disadvantage regional mobility, and lack of distinction between urban, suburban, and rural needs.
- State and federal policies should align authority to select projects, manage performance, and should recognize mandates and responsibilities placed upon regional and local governments.

### Protect Our Authority and Revenue

- Existing statutory authorities for the Commission should be preserved and protected.
- Oppose efforts to infringe on the Commission's discretion in collecting and administering its revenue sources including, but not limited to: Measure A, tolls, and TUMF.



- Oppose efforts to place mandates on agencies which could nullify RCTC priorities by ~~would drive~~ up operating costs and thereby reducing the amount of funds available to deliver mobility improvements ~~which could nullify RCTC priorities.~~
- Oppose efforts to remove or reduce tax exemption on municipal bond interest to avoid increased costs to financed projects.
- Reinstate advanced ~~Support the ability to issue tax-exempt~~ refunding of municipal bond authorities.
- Oppose legislation that restructures or interferes with governance of the Commission or other local and regional transportation agencies without the support and consent of the entity affected.
- Oppose legislation that amends procurement law in a manner that increases the Commission's exposure to litigation, costs, decreased private sector competition, conflicts of interest, or deviation from best practices.
- ~~Support legislation that facilitates collection and remittance of sales taxes on e-commerce.~~
- Support efforts to preserve, stabilize, leverage and/or increase funding for transportation.
- Ensure the Commission receives maximum sales tax collections resulting from implementation of the *Wayfair* Supreme Court Decision relative to state sales taxes on internet sales or any other change in policy.

## Innovation

- Support implementation and expansion of ~~U.S. Department of Transportation~~ state and federal initiatives to expedite and advance innovative transportation policies, programs, and technologies.

## Project Delivery Streamlining

- Support all efforts to reduce project delivery timelines and provide flexibility to meet planning requirements due to changing circumstances, while maintaining important environmental protections.
- Support the availability of project delivery tools such as the design-build project delivery method, construction manager/general contractor (CM/GC, or construction manager at-risk) project delivery method, and public-private partnerships to the Commission, the State, federal agencies, and other infrastructure agencies. Oppose efforts to add barriers to effective implementation of such tools.
- ~~Support the simplification of SB 743~~ Steinberg (Chapter 386, Statutes of 2013) VMT modeling and analysis for highway projects.
- ~~Support reciprocity of the California Environmental Quality Act (CEQA) for the National Environmental Protection Act (NEPA).~~
- ~~Support removing the statutory sunset on the NEPA Assignment program California participates in with the Federal Highway Administration which continues to benefit Commission projects.~~
- ~~Support reforms to accelerate project delivery in future surface transportation legislation.~~
- Engage with the California Department of Transportation (Caltrans) and U.S. Department of Transportation to allow the State and the Commission to participate in the NEPA reciprocity pilot program. ~~Support further efforts to streamline the federal environmental project approval processes and provide flexibility to meet planning requirements due to changing circumstances.~~
- Support creation of a low-interest loan program to support habitat conservation plans that mitigate the impacts of transportation infrastructure and make project approvals more efficient.
- Support efforts to modernize the CEQA, including but not limited to:
  - Reduce the Commission's exposure to litigation;
  - Increase accountability and disclosure for plaintiffs in CEQA cases;
  - Limit courts' ability to invalidate an entire CEQA document when a writ of mandate can resolve discreet issues;
  - Exempt illegal actions from CEQA review; and



—Prohibit “document dumping.”

- Support categorical exclusions for multimodal transit projects and for safety improvements on roads and highways.

## Accountability

- Revenue derived from transportation sources should be spent exclusively on planning, development, and implementation of transportation projects. Support measures to strengthen the relationship between transportation revenue and expenditures; oppose measures that weaken them.
- Support efforts to ensure that all projects in a voter-approved sales tax measure expenditure plan are delivered to the public.
- Encourage the adoption of on-time, balanced state budgets, and federal appropriation and authorization legislation to ensure transportation projects are delivered without delay or costly stoppages, and that adequate planning for future projects can take place.
- Promote policies that ensure state and federal agencies have adequate funding in order to be responsive and accountable to Commission concerns when working on Commission projects.
- Oppose efforts by non-elected, regulatory bodies to dilute, reduce, or withhold transportation funds.
- Support maximum transparency by of funding agencies in through the clear revealing scoring and evaluation of funding requests.

## Alignment of Responsibilities

- Support strong collaborative partnerships with state and federal agencies.
- Support local control and policies that ~~reflect and recognize~~ incentivize self-help counties' continued funding contribution to transportation projects in California. ~~Oppose policies that give outsized weight to minority funding partners.~~
- ~~Advocate that Cap and Trade revenues be expended in a manner that enables regions to meet greenhouse gas reduction goals in SB 375, AB 32, and SB 32.~~
- Support policies that provide decision-making authority and flexibility to agencies bearing financial risk for projects. Oppose policies that place unfunded mandates and other undue burdens and restrictions on agencies that bear financial risk for projects.
- Support efforts by the state ~~and federal~~ governments ss to improve maintenance and operations of the state highway and interstate systems. ~~Oppose efforts to realign maintenance and operations costs and responsibilities to local or regional agencies.~~
- Oppose efforts by state ~~and federal~~ governments to negate their obligation to maintain the state and federal highway systems, or otherwise realign those costs and responsibilities to local and regional agencies.
- Oppose efforts by the state legislature to deflect responsibility for voting on revenue for statewide transportation to local voters.

## Environment

- Encourage efforts to limit impacts to the climate, air quality, and habitats in a manner that promotes improved quality of life and equitable outcomes for residents of Riverside County, provided that these efforts are sufficiently funded and do not negatively impact the mission of RCTC.

### Climate Action and Air Quality



- Support a greater share of state greenhouse gas (GHG) reduction funds toward transportation investments to address the transportation sector's share of GHG emissions.
- Ensure criteria for defining disadvantaged communities and environmental justice areas of concern accurately represent Riverside County and enable the region to compete for funding.
- Oppose efforts to place new environmental criteria (such as GHG reduction or vehicle miles traveled reduction) on transportation projects and programs without commensurate funding for alternatives or mitigations.
- Oppose legislative proposals or implementation measures (programming, funding, environmental review, etc.) associated with the Climate Action Plan for Transportation Infrastructure (CAPTI), Caltrans System Investment Strategy (CSIS), Executive Order N-19-19, Executive Order N-79-20, AB 32 Nunez (Chapter 488, Statutes of 2006), SB 375 Steinberg (Chapter 728, Statutes of 2008), SB 743 Steinberg (Chapter 386, Statutes of 2013), SB 32 Pavley (Chapter 249, Statutes of 2016), AB 1278 Muratsuchi (Chapter 337, Statutes of 2022), or other climate action goals that hinder a just transition to multimodal transportation systems in Riverside County.
- Support alternative metrics to Vehicle Miles Traveled (VMT) that more accurately account for environmental impacts. Support use of per capita measurements when mitigating transportation sector impacts in growing regions.
- Support efforts that allow transportation agencies to receive ~~retroactive~~ credit for VMT-reducing projects that have been recently delivered or are included in future delivery plans.
- Oppose legislation to authorize a multicounty revenue measure for environmental programs if the measure is not required to: (1) provide equitable funding to Riverside County, and (2) be developed through formal consultation with the Commission before and after passage, and (3) involve the Commission in expenditure of funds within Riverside County related to transportation projects, programs, and services; or if such a measure would negatively impact the Commission's ability to achieve voter approval of local transportation revenue.

#### Habitat Conservation

- Support efforts or initiatives that expedite the approval of Habitat Conservation Plans or Special Area Management Plans, or support existing plans for transportation projects.
- Support funding for projects and programs that promote wildlife connectivity, if resources are not redirected from other transportation funding programs.
- Oppose legislation that limits the streamlining benefit of the Western Riverside County Multiple Species Habitat Conservation Plan or Coachella Valley Multiple Species Habitat Conservation Plan by impugning or duplicating requirements for analysis and remediation of impacts.

#### **Alternatives to Driving**

- Support the continued development of a multimodal transit system in Riverside County that promotes equitable access through geographic reach and service frequency, commuter and mobility choice, and environmental sustainability, as well as maximizes regional competitiveness for state and federal funding.
- Support integration of public transportation systems in southern California.
- 

#### *Ridesharing*

- Support incentives to employers that enhance or create transit reimbursement or ridesharing programs.
- Oppose new mandates on employers or transportation agencies that would result in disruption of



the Commission's ridesharing program.

- Support programs and policies that invest in and foster new technologies that promote ridesharing, traffic information, and commuter assistance.
- Support regional cooperation toward establishing transportation data standards and technological integrations.
- Support rideshare and vanpool program eligibility for state and federal transit funding, such as the Transportation Development Act.

#### *Active Transportation*

- Support maximum regional control of project selection for funding of active transportation projects.
- Support policies and programs that recognize when active transportation improvements are incorporated into other modal projects.

#### *Transit ~~and Rail~~*

- Support all transit operators in Riverside County with legislative concerns impacting the operators' funding and operations.
- Support efforts to provide flexibility of funding between capital and operating budgets from state/federal programs for transit agencies.
- Support efforts to reevaluate transit performance measures in state and federal law.
- Support policies and funding programs that promote the establishment or expansion of express bus service that utilizes the Riverside Express Lanes.
- Support incentives for transit agencies that utilize alternative fuels and/or zero-emission buses.
- ~~Advocate for expeditious reviews and approvals for greenhouse-gas-reducing rail and transit projects.~~
- ~~Support efforts to provide for streamlined project delivery for transit projects in Riverside County that fulfill the goals of AB 32 and SB 375, as well as other state and federal air quality mandates and mobility performance measures.~~
- Support additional funding for specialized transit programs within state and federal programs.
- Support funding for ~~vanpool and~~ micro-transit programs, as well as efforts to classify these programs as transit operations/transit operators within state and federal programs.
- ~~Oppose additional zero-emission bus transit unfunded mandates that would negatively impact the operating budgets of transit agencies.~~
- Advocate for additional and more flexible state funding sources from the Cap and Trade Program.

#### Passenger Rail

- Support inclusion and prioritization of Coachella Valley-San Geronio Pass Rail service in the California State Rail Plan, Federal Corridor ID Program, and other state and federal planning and funding efforts and program pipelines.
- Support legislation to better enable the Coachella Valley-San Geronio Pass Rail service to become part of California's intercity rail network, such as legislation to allow intercity rail joint powers authorities to expand their service areas.
- Support efforts to secure state and federal funding for the Coachella Valley-San Geronio Pass Rail service project.
- Support LOSSAN Rail Corridor Agency and Metrolink with legislative and regulatory concerns impacting funding and operations.
- Support efforts to provide an equitable share of funding to ~~W~~West ~~C~~Coast intercity rail systems as compared to the Northeast Corridor.



- Support Metrolink's policy and funding needs with regard to implementation of positive train control and other rail safety items.
- Support Metrolink's SCORE implementation and encourage early SCORE investments in Riverside County.
- Support efforts to prioritize high-speed rail funding for connectivity improvements to existing transit systems and infrastructure in California's urban areas. In particular, support all efforts to ensure that funding is provided as soon as possible to projects included in the Memorandum of Understanding (MOU) between the California High Speed Rail Authority (CHSRA), the Southern California Association of Governments (SCAG), and the Commission.
- Ensure that the Commission's rights and interests in passenger rail in southern California are properly respected in state, federal, and regional plans and policies.

#### *Teleworking/Remote Working*

- Engage in policy discussions that utilize teleworking as a method to reduce traffic congestion and improve local economic and public health by permanently increasing the number of Riverside County residents who telecommute or work remotely.

#### **Tolling and Managed Lanes**

- Support legislation that ensures the full and accurate capture of toll revenues, to protect the Commission's debt and congestion management obligations.
- Support legislation that authorizes toll agencies to pilot or deploy new technology to improve toll operations and mobility.
- Support legislation and policies that strengthen existing statutory authority for connecting toll segments to be implemented in an adjacent county with approvals by both authorized counties.
- Engage in legislation regarding privacy laws to ensure an appropriate balance between customer privacy, public safety, financial obligation, and practical operations is reasonably met.
- Oppose legislation increasing the type and/or number of vehicles subject to free or reduced toll rates, to protect the Commission's debt and congestion management obligations, and to reduce operational costs and complexity.
- Oppose state and federal policies which would dictate how tolling policy and rates are implemented on the Commission's tolled facilities.
- Engage in policy discussions that may involve legislation or regulatory efforts that add statutory barriers to expanding the use of tolling.
- Oppose policies that would dictate, limit use of, or create onerous requirements for utilizing surplus toll revenue.
- Engage in legislation and monitor administrative policies relating to interoperability of business practices of tolled facilities statewide, regionally, and nationally, in order to ensure technical feasibility, efficient and effective operations, cost reasonableness, and customer satisfaction.
- Support increased enforcement of managed lanes for improved travel time reliability and effective operation of express bus service.
- Support policies that recognize the role of pricing and managed lanes as an integral part of multi-modal corridor mobility and achieving environmental goals.
- Support initiatives and research that demonstrate the air quality improvements, VMT reduction, and economic benefits from the use of toll and managed lanes.
- ~~Support additional Transportation Infrastructure Financing and Innovation Act (TIFIA) program flexibilities.~~

#### **Goods Movement**



- Policies should recognize the impact of goods movement from the Ports of Los Angeles and Long Beach and the U.S.-Mexico border on Riverside County.
- Support Congressional-state and federal legislative action to continue dedicated funding for goods movement projects, inasmuch as the funding source:
  - Has a nexus to the user;
  - Does not reduce funding to existing highway and transit programs;
  - Provides funding to California, and southern California in particular, commensurate with this region and state's significance to interstate goods movement; and
  - Can be spent on grade separation projects.
- Provide input to the National Freight Advisory Committee and California State Freight Advisory Committee.
- Advocate for accurate representation of Riverside County in the Primary Freight Network or other national or statewide freight route designations.
- Advocate for freight funding from state and federal sources to be distributed based on a regional consensus, in consultation with state and federal agency's freight plans.
- Oppose increasing the capacity or intensity of freight movement in and near Riverside County without commensurate mitigation of impacts.
- Support legislation to ensure that the Commission is eligible to seek federal goods movement and freight program discretionary grant funding.
- Oppose policies that restrict the ability to deliver goods movement enhancements due to application of SB 743.

Support efforts or initiatives that limit the liability of transportation projects for long-term conservation or mitigation.

Support efforts to increase the number of highway-related improvements that qualify for Categorical Exclusions and Exemptions while remaining sensitive to environmental impacts.

## Projects

- Support programs and policies that advantage transportation projects in Riverside County, including, but not limited to:
- Measure A-funded projects
- Grade separations
- Transit capital projects and operations by regional and municipal transit agencies
- Commuter rail capital projects and operations
- Intercity Rail Service to the Coachella Valley and San Geronio Pass
- Local streets and road projects sponsored by the county and municipalities
- Active transportation projects
- Expansion and rehabilitation of the state highway system
- Interchanges
- Safety enhancements
- Mitigation of the impacts of goods movement
- Connectivity to high-speed rail
- Connectivity to commercial airports
- Tolled express lanes, tolled highways, and related infrastructure and technology
- Projects included in the Traffic Relief Plan adopted in May 2020
- Technology projects that manage freeway operations
- Electric Vehicle charging infrastructure
- Locally led bridge projects
- Animal crossings
- Oppose policies that inhibit the efficient, timely delivery of such projects.



## Funding

- Support continued testing and analysis of California's road charge pilot program as a potential replacement of the state motor fuels excise tax as the primary funding mechanism for transportation and ensure that both urban, suburban, and rural communities are treated in an equitable manner.
- Monitor the federal government's pilot program to explore potential replacement mechanisms for the federal gasoline excise tax.
- Support all efforts to maintain, at the very least, level state/federal funding for transportation programs.
- Support re-dedication of California truck weight fees to transportation accounts.
- Monitor legislation relating to tax collection for impacts on Measure A revenues or administration fees.
- Support maximizing Commission flexibility and discretion over funding decisions.
- ~~Policies should be sensitive to each region's unique needs and avoid "one-size-fits-all" assumptions, over-reliance on one mode of transportation, and lack of distinction between urban, suburban, and rural needs.~~
- Funding sources should be discretionary and distributed by population share to facilitate expeditious project delivery and expenditure of funds.
- Support maintaining the legislative intent behind Senate Bill 1 (Statutes 2017) and historic base program funding, by:
  - Opposing efforts to tie distribution of transportation funding to ancillary policy matters, such as housing.
  - Opposing efforts to deviate from legislative intent and existing statute.
  - Supporting efforts to adjust formula allocations to maximize funding decisions being made as locally as possible.
  - Ensuring program guidelines are as broad as possible with respect to mode, to the extent appropriate while adhering to legislative intent.

## Regional Partnerships

- Collaborate with regional transportation agencies to impact transportation funding and regulatory policies to bring equity and fairness to the Inland Empire region.
- Collaborate with public and private sector stakeholders on policy and funding matters that enhance economic development and quality of life in the Inland Empire region.
- Engage in legislative efforts impacting regional transportation agencies, particularly when the efforts have a nexus to the Commission.
- Support implementation of projects in other counties that are contained in the Southern California Association of Governments RTP/Sustainable Communities Strategy when requested by other counties and not in conflict with the Commission's interests.





**OBJECTIVE:** The 2023 State and Federal Legislative Platform serves as the framework that will guide Riverside County Transportation Commission's (RCTC or Commission) advocacy efforts for state and federal policy and funding decisions that enable the Commission to: implement Measure A, the Regional Transportation Plan (RTP), and adopted plans and programs; comply with state and federal requirements; and provide greater mobility, equitable access, improved quality of life, operational excellence, and economic vitality in Riverside County.

RCTC's State and Federal Legislative Platform offers positions on key policy issues which are likely to be the focus in the next legislative and congressional sessions.

### **Equity and Fairness**

- Ensure that rural, low-income, and disadvantaged communities in Riverside County benefit from equity-based transportation planning and implementation policies.
- State and federal funding should be distributed equitably to Riverside County. This includes core formula funding as well as supplemental distributions.
- Governance structures should ensure equitable representation and decision-making authority is provided to Riverside County.
- Policies should be implemented recognizing regional variance by distinguishing high-growth regions for their impact on the economy, environment, and should be dynamic to address current and future population growth, including low-income and disadvantaged communities priced out of coastal urban centers.
- Engage in policy discussions regarding the way public outreach and public meetings are conducted by public agencies.

### **Regional Control**

- Project selection and planning authority for state/federal funds should be as local as possible, preferably in the hands of the Commission.
- State and federal rulemakings, administrative processes, program guidelines, and policy development activities should include meaningful collaboration from regional transportation agencies.
- Oppose efforts by non-transportation interests to assert control over transportation funding and decision-making.
- Policies should be sensitive to each region's unique needs and avoid "one size fits all" assumptions, over-reliance on single modes of transportation that would disadvantage regional mobility, and lack of distinction between urban, suburban, and rural needs.
- State and federal policies should align authority to select projects, manage performance, and should recognize mandates and responsibilities placed upon regional and local governments.

### **Protect Our Authority and Revenue**

- Existing statutory authorities for the Commission should be preserved and protected.
- Oppose efforts to infringe on the Commission's discretion in collecting and administering its revenue sources including, but not limited to: Measure A, tolls, and TUMF.



- Oppose efforts to place mandates on agencies which could nullify RCTC priorities by driving up operating costs and thereby reducing the amount of funds available to deliver mobility improvements.
- Oppose efforts to remove or reduce tax exemption on municipal bond interest to avoid increased costs to financed projects.
- Reinstate advanced refunding of municipal bond authority.
- Oppose legislation that restructures or interferes with governance of the Commission or other local and regional transportation agencies without the support and consent of the entity affected.
- Oppose legislation that amends procurement law in a manner that increases the Commission's exposure to litigation, costs, decreased private sector competition, conflicts of interest, or deviation from best practices.
- Support efforts to preserve, stabilize, leverage and/or increase funding for transportation.
- Ensure the Commission receives maximum sales tax collections resulting from implementation of the *Wayfair* Supreme Court Decision relative to state sales taxes on internet sales or any other change in policy.

## **Innovation**

- Support implementation and expansion of state and federal initiatives to expedite and advance innovative transportation policies, programs, and technologies.

## **Project Delivery Streamlining**

- Support all efforts to reduce project delivery timelines and provide flexibility to meet planning requirements due to changing circumstances, while maintaining important environmental protections.
- Support the availability of project delivery tools such as the design-build project delivery method, construction manager/general contractor (CM/GC, or construction manager at-risk) project delivery method, and public-private partnerships to the Commission, the State, federal agencies, and other infrastructure agencies. Oppose efforts to add barriers to effective implementation of such tools.
- Support the simplification of SB 743 Steinberg (Chapter 386, Statutes of 2013) VMT modeling and analysis for highway projects.
- Support reciprocity of the California Environmental Quality Act (CEQA) for the National Environmental Protection Act (NEPA).
- Support removing the statutory sunset on the NEPA Assignment program California participates in with the Federal Highway Administration which continues to benefit Commission projects. Engage with the California Department of Transportation (Caltrans) and U.S. Department of Transportation to allow the State and the Commission to participate in the NEPA reciprocity pilot program.
- Support creation of a low-interest loan program to support habitat conservation plans that mitigate the impacts of transportation infrastructure and make project approvals more efficient.
- Support efforts to modernize the CEQA, including but not limited to:
  - Reduce the Commission's exposure to litigation;
  - Increase accountability and disclosure for plaintiffs in CEQA cases;
  - Limit courts' ability to invalidate an entire CEQA document when a writ of mandate can resolve discreet issues;
  - Exempt illegal actions from CEQA review; and
  - Prohibit "document dumping."
- Support categorical exclusions for multimodal transit projects and for safety improvements on roads and highways.



## **Accountability**

- Revenue derived from transportation sources should be spent exclusively on planning, development, and implementation of transportation projects. Support measures to strengthen the relationship between transportation revenue and expenditures; oppose measures that weaken them.
- Support efforts to ensure that all projects in a voter-approved sales tax measure expenditure plan are delivered to the public.
- Encourage the adoption of on-time, balanced state budgets, and federal appropriation and authorization legislation to ensure transportation projects are delivered without delay or costly stoppages, and that adequate planning for future projects can take place.
- Promote policies that ensure state and federal agencies have adequate funding in order to be responsive and accountable to Commission concerns when working on Commission projects.
- Oppose efforts by non-elected, regulatory bodies to dilute, reduce, or withhold transportation funds.
- Support maximum transparency of funding agencies through the clear scoring and evaluation of funding requests.

## **Alignment of Responsibilities**

- Support strong collaborative partnerships with state and federal agencies.
- Support local control and policies that incentivize self-help counties' continued funding contribution to transportation projects in California.
- Support policies that provide decision-making authority and flexibility to agencies bearing financial risk for projects. Oppose policies that place unfunded mandates and other undue burdens and restrictions on agencies that bear financial risk for projects.
- Support efforts by the state governments to improve maintenance and operations of the state highway and interstate systems.
- Oppose efforts by state government to negate their obligation to maintain the state and federal highway systems, or otherwise realign those costs and responsibilities to local and regional agencies.
- Oppose efforts by the state legislature to deflect responsibility for voting on revenue for statewide transportation to local voters.

## **Environment**

- Encourage efforts to limit impacts to the climate, air quality, and habitats in a manner that promotes improved quality of life and equitable outcomes for residents of Riverside County, provided that these efforts are sufficiently funded and do not negatively impact the mission of RCTC.

### *Climate Action and Air Quality*

- Support a greater share of state greenhouse gas (GHG) reduction funds toward transportation investments to address the transportation sector's share of GHG emissions.
- Ensure criteria for defining disadvantaged communities and environmental justice areas of concern accurately represent Riverside County and enable the region to compete for funding.
- Oppose efforts to place new environmental criteria (such as GHG reduction or vehicle miles traveled reduction) on transportation projects and programs without commensurate funding for alternatives or mitigation.
- Oppose legislative proposals or implementation measures (programming, funding, environmental



review, etc.) associated with the Climate Action Plan for Transportation Infrastructure (CAPTI), Caltrans System Investment Strategy (CSIS), Executive Order N-19-19, Executive Order N-79-20, AB 32 Nunez (Chapter 488, Statutes of 2006), SB 375 Steinberg (Chapter 728, Statutes of 2008), SB 743 Steinberg (Chapter 386, Statutes of 2013), SB 32 Pavley (Chapter 249, Statutes of 2016), AB 1278 Muratsuchi (Chapter 337, Statutes of 2022), or other climate action goals that hinder a just transition to multimodal transportation systems in Riverside County.

- Support alternative metrics to Vehicle Miles Traveled (VMT) that more accurately account for environmental impacts. Support use of per capita measurements when mitigating transportation sector impacts in growing regions.
- Support efforts that allow transportation agencies to receive credit for VMT-reducing projects that have been recently delivered or are included in future delivery plans.
- Oppose legislation to authorize a multicounty revenue measure for environmental programs if the measure is not required to: (1) provide equitable funding to Riverside County, and (2) be developed through formal consultation with the Commission before and after passage, and (3) involve the Commission in expenditure of funds within Riverside County related to transportation projects, programs, and services; or if such a measure would negatively impact the Commission's ability to achieve voter approval of local transportation revenue.

#### *Habitat Conservation*

- Support efforts or initiatives that expedite the approval of Habitat Conservation Plans or Special Area Management Plans, or support existing plans.
- Support funding for projects and programs that promote wildlife connectivity, if resources are not redirected from other transportation funding programs.
- Oppose legislation that limits the streamlining benefit of the Western Riverside County Multiple Species Habitat Conservation Plan or Coachella Valley Multiple Species Habitat Conservation Plan by impugning or duplicating requirements for analysis and remediation of impacts.

#### **Alternatives to Driving**

- Support the continued development of a multimodal transit system in Riverside County that promotes equitable access through geographic reach and service frequency, commuter and mobility choice, and environmental sustainability, as well as maximizes regional competitiveness for state and federal funding.
- Support integration of public transportation systems in southern California.

#### *Ridesharing*

- Support incentives to employers that enhance or create transit reimbursement or ridesharing programs.
- Oppose new mandates on employers or transportation agencies that would result in disruption of the Commission's ridesharing program.
- Support programs and policies that invest in and foster new technologies that promote ridesharing, traffic information, and commuter assistance.
- Support regional cooperation toward establishing transportation data standards and technological integrations.
- Support rideshare and vanpool program eligibility for state and federal transit funding, such as the Transportation Development Act.



### *Active Transportation*

- Support maximum regional control of project selection for funding of active transportation projects.
- Support policies and programs that recognize when active transportation improvements are incorporated into other modal projects.

### *Transit*

- Support all transit operators in Riverside County with legislative concerns impacting the operators' funding and operations.
- Support efforts to provide flexibility of funding between capital and operating budgets from state/federal programs for transit agencies.
- Support efforts to reevaluate transit performance measures in state and federal law.
- Support policies and funding programs that promote the establishment or expansion of express bus service that utilizes the Riverside Express Lanes.
- Support incentives for transit agencies that utilize alternative fuels and/or zero-emission buses.
- Support additional funding for specialized transit programs within state and federal programs.
- Support funding for micro-transit programs, as well as efforts to classify these programs as transit operations/transit operators within state and federal programs.
- Oppose unfunded mandates that would negatively impact the operating budgets of transit agencies.

### *Passenger Rail*

- Support inclusion and prioritization of Coachella Valley-San Geronio Pass Rail service in the California State Rail Plan, Federal Corridor ID Program, and other state and federal plans and program pipelines.
- Support legislation to better enable the Coachella Valley-San Geronio Pass Rail service to become part of California's intercity rail network, such as legislation to allow intercity rail joint powers authorities to expand their service areas.
- Support efforts to secure state and federal funding for the Coachella Valley-San Geronio Pass Rail service project.
- Support LOSSAN Rail Corridor Agency and Metrolink with legislative and regulatory concerns impacting funding and operations.
- Support efforts to provide an equitable share of funding to west coast intercity rail systems as compared to the Northeast Corridor.
- Support Metrolink's policy and funding needs with regard to implementation of positive train control and other rail safety items.
- Support Metrolink's SCORE implementation and encourage early SCORE investments in Riverside County.
- Support efforts to prioritize high-speed rail funding for connectivity improvements to existing transit systems and infrastructure in California's urban areas. In particular, support all efforts to ensure that funding is provided as soon as possible to projects included in the Memorandum of Understanding (MOU) between the California High Speed Rail Authority (CHSRA), the Southern California Association of Governments (SCAG), and the Commission.
- Ensure that the Commission's rights and interests in passenger rail in southern California are properly respected in state, federal, and regional plans and policies.



## *Teleworking/Remote Working*

- Engage in policy discussions that utilize teleworking as a method to reduce traffic congestion and improve local economic and public health by permanently increasing the number of Riverside County residents who telecommute or work remotely.

## **Tolling and Managed Lanes**

- Support legislation that ensures the full and accurate capture of toll revenues, to protect the Commission's debt and congestion management obligations.
- Support legislation that authorizes toll agencies to pilot or deploy new technology to improve toll operations and mobility.
- Support legislation and policies that strengthen existing statutory authority for connecting toll segments to be implemented in an adjacent county with approvals by both authorized counties.
- Engage in legislation regarding privacy laws to ensure an appropriate balance between customer privacy, public safety, financial obligation, and practical operations is reasonably met.
- Oppose legislation increasing the type and/or number of vehicles subject to free or reduced toll rates, to protect the Commission's debt and congestion management obligations, and to reduce operational costs and complexity.
- Oppose state and federal policies which would dictate how tolling policy and rates are implemented on the Commission's tolled facilities.
- Engage in policy discussions that may involve legislation or regulatory efforts that add statutory barriers to expanding the use of tolling.
- Oppose policies that would dictate, limit use of, or create onerous requirements for utilizing surplus toll revenue.
- Engage in legislation and monitor administrative policies relating to interoperability of business practices of tolled facilities statewide, regionally, and nationally, in order to ensure technical feasibility, efficient and effective operations, cost reasonableness, and customer satisfaction.
- Support increased enforcement of managed lanes for improved travel time reliability and effective operation of express bus service.
- Support policies that recognize the role of pricing and managed lanes as an integral part of multi-modal corridor mobility and achieving environmental goals.
- Support initiatives and research that demonstrate the air quality improvements, VMT reduction, and economic benefits from the use of toll and managed lanes.

## **Goods Movement**

- Policies should recognize the impact of goods movement from the Ports of Los Angeles and Long Beach and the U.S.-Mexico border on Riverside County.
- Support state and federal legislative action to continue dedicated funding for goods movement projects, inasmuch as the funding source:
  - Has a nexus to the user;
  - Does not reduce funding to existing highway and transit programs;
  - Provides funding to California, and southern California in particular, commensurate with this region and state's significance to interstate goods movement; and
  - Can be spent on grade separation projects.
- Provide input to the National Freight Advisory Committee and California State Freight Advisory Committee.
- Advocate for accurate representation of Riverside County in the Primary Freight Network or other national or statewide freight route designations.
- Advocate for freight funding from state and federal sources to be distributed based on a regional



consensus, in consultation with state and federal agency's freight plans.

- Oppose increasing the capacity or intensity of freight movement in and near Riverside County without commensurate mitigation of impacts.
- Support legislation to ensure that the Commission is eligible to seek federal goods movement and freight program discretionary grant funding.
- Oppose policies that restrict the ability to deliver goods movement enhancements due to application of SB 743.

## **Projects**

- Support programs and policies that advantage transportation projects in Riverside County.
- Oppose policies that inhibit the efficient, timely delivery of such projects.

## **Funding**

- Support continued testing and analysis of California's road charge pilot program as a potential replacement of the state motor fuels excise tax as the primary funding mechanism for transportation and ensure that both urban, suburban, and rural communities are treated in an equitable manner.
- Monitor the federal government's pilot program to explore potential replacement mechanisms for the federal gasoline excise tax.
- Support all efforts to maintain, at the very least, level state/federal funding for transportation programs.
- Support re-dedication of California truck weight fees to transportation accounts.
- Monitor legislation relating to tax collection for impacts on Measure A revenues or administration fees.
- Support maximizing Commission flexibility and discretion over funding decisions.
- Funding sources should be discretionary and distributed by population share to facilitate expeditious project delivery and expenditure of funds.
- Support maintaining the legislative intent behind Senate Bill 1 (Statutes 2017) and historic base program funding, by:
  - Opposing efforts to tie distribution of transportation funding to ancillary policy matters, such as housing.
  - Opposing efforts to deviate from legislative intent and existing statute.
  - Supporting efforts to adjust formula allocations to maximize funding decisions being made as locally as possible.
  - Ensuring program guidelines are as broad as possible with respect to mode, to the extent appropriate while adhering to legislative intent.

## **Regional Partnerships**

- Collaborate with regional transportation agencies to impact transportation funding and regulatory policies to bring equity and fairness to the Inland Empire region.
- Collaborate with public and private sector stakeholders on policy and funding matters that enhance economic development and quality of life in the Inland Empire region.
- Engage in legislative efforts impacting regional transportation agencies, particularly when the efforts have a nexus to the Commission.
- Support implementation of projects in other counties that are contained in the Southern California Association of Governments RTP/Sustainable Communities Strategy when requested by other counties and not in conflict with the Commission's interests.







## RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – NOVEMBER 2022

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
<b>Federal</b>				
<b>HR 972 (Calvert)</b>	This bill establishes the Western Riverside County Wildlife Refuge which would provide certainty for development of the transportation infrastructure required to meet the future needs of southern California.	Ordered Reported by the House Committee on Natural Resources  July 14, 2021	<i>SUPPORT</i>  <i>Staff action based on platform</i>	June 11, 2021







# **AGENDA ITEM 9**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lisa Mobley, Administrative Services Director/Clerk of the Board
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Election of Riverside County Transportation Commission Officers

**STAFF RECOMMENDATION:**

This item is for the Commission to conduct an election of officers for 2023 – Chair, Vice Chair, and Second Vice Chair.

**BACKGROUND INFORMATION:**

**Election of Officers**

In accordance with the Administrative Code, the Commission must annually hold an election of officers at its first meeting in December. The changes will be effective on January 1 of the following year. The officers of the Commission shall consist of the Chair, Vice Chair, and Second Vice Chair.

At its October 9, 2013 meeting, the Commission adopted an amendment to the Administrative Code to modify the officer rotation procedure. Rather than requiring the city and county members alternate every year in the officer positions, the new policy requires there be at least one Supervisor and one city councilmember among the three officer positions at all times.

For 2022, V. Manuel Perez served as Chair, Bob Magee as Vice Chair, and Lloyd White as Second Vice Chair. For 2023, the Second Vice Chair shall be a regular member of the Commission representing the Riverside County Board of Supervisors. Additionally, appointing a second vice chair from the Board of Supervisors will result in the remainder of the Board of Supervisors being appointed to the Executive Committee to satisfy the requirement of three Supervisorial appointees to the Executive Committee.

**Attachments:**

- 1) List of Past Commission Chairs
- 2) Administrative Code Excerpt *Election of Chair, Vice Chair and Second Vice Chair*









COMMISSION CHAIRS					
2022					
V. Manuel Perez					
County of Riverside – District 4					
2021	Jan Harnik	City of Palm Desert	1995	Alex Clifford	City of Riverside
2020	Ben J. Benoit	City of Wildomar	1994	Corky Larson	County of Riverside – District 4
2019	Chuck Washington	County of Riverside – District 3	1993	Al Lopez	City of Corona
2018	Dana Reed	City of Indian Wells	1992	Al Lopez	City of Corona
2017	John F. Tavaglione	County of Riverside – District 2	1991	Kay Cenicerros	County of Riverside – District 3
2016	Scott Matas	City of Desert Hot Springs	1990	Kay Cenicerros	County of Riverside – District 3
2015	Daryl R. Busch	City of Perris	1989	Jack Clarke	City of Riverside
2014	Marion Ashley	County of Riverside – District 5	1988	Don Baskett	City of Hemet
2013	Karen Spiegel	City of Corona	1987	Melba Dunlap	County of Riverside – District 2
2012	John J. Benoit	County of Riverside – District 4	1986	Jean Mansfield	City of Riverside
2011	Greg Pettis	City of Cathedral City	1985	Susan Cornelison	Public Member
2010	Bob Buster	County of Riverside – District 1	1984	Susan Cornelison	Public Member
2009	Bob Magee	City of Lake Elsinore	1983	Roy Wilson	City of Palm Desert
2008	Jeff Stone	County of Riverside – District 3	1982	Norton Younglove	County of Riverside – District 5
2007	Terry Henderson	City of La Quinta	1981	Jean Mansfield	City of Riverside
2006	Marion Ashley	County of Riverside – District 5	1980	Donald Schroeder	County of Riverside – District 2
2005	Robin Lowe	City of Hemet	1979	Donald Schroeder	County of Riverside – District 2
2004	Roy Wilson	County of Riverside – District 4	1978	Russell Beirich	City of Palm Springs
2003	Ron Roberts	City of Temecula	1977	Russell Beirich	City of Palm Springs
2002	John Tavaglione	County of Riverside – District 2			
2001	Will Kleindienst	City of Palm Springs			
2000	Tom Mullen	County of Riverside – District 5			
1999	Jack van Haaster	City of Murrieta			
1998	Bob Buster	County of Riverside – District 1			
1997	Bob Buster	County of Riverside – District 1			
1996	Alex Clifford	City of Riverside			







**EXCERPT FROM THE COMMISSION'S ADMINISTRATIVE CODE, ARTICLE III, SECTION B**

B. ELECTION OF CHAIR, VICE CHAIR AND SECOND VICE CHAIR. The Commission annually, at its first meeting in December, and at such other times as there may be a vacancy in either office, shall elect a Chair who shall preside at all meetings, a Vice Chair who shall preside in the absence of the Chair, and a Second Vice Chair who shall preside in the absence of the Chair and the Vice Chair. The Chair, the Vice Chair, and the Second Vice Chair shall be elected by the Commission at its first meeting in December for a one-year term. The changes will be effective on January 1. The election for each position is as follows:

1. At the start of the agenda item, Commission Board members may nominate one or more regular members to fill the positions of Chair, Vice Chair, and Second Vice Chair. Each nomination must be seconded in order to qualify that member for the election. Only those members nominated and seconded shall be part of the selection process set forth below.
2. If no objections are made, the nominations will be closed when the Chair makes a formal announcement closing the nomination period.
3. If only one nomination is received for a position, the Chair shall call on the Commission's Board of Director's to approve the nomination. If more than fifty (50%) percent of the votes cast approve that nominee, the nominee shall be elected and the election for that position shall be consider complete. If the nominee fails to obtain more than fifty percent (50%) of votes cast by the Board, the process for electing a member to the desired position shall begin again from paragraph 1.
4. If two nominations are received for a position, the Chair shall call for the Commission's Board of Director's to cast votes for one of the nominees. Both nominees shall be voted on using a single written ballot. If one of the nominees receives more than fifty percent (50%) of the votes cast, that nominee shall be elected and the election for that position shall be considered complete. If the election fails to result in a nominee with more than fifty percent (50%) of the vote, the nominee with the most votes will be placed before the Commission's Board of Directors for approval. The nominee must be approved by more than fifty percent (50%) of the votes cast by the Board in order to be elected to the desired position. If the nominee fails to obtain more than fifty percent (50%) of the Board's vote, the process for electing a person to the desired position shall begin again from paragraph 1.
5. If there are more than two nominees, the following steps shall be followed in the order set forth below:
  - (a) The Chair shall call for the Commission's Board of Directors to cast votes for one of the nominees. All nominees shall be voted on using a single written ballot. If one nominee receives more than fifty percent (50%) of the votes cast that nominee shall be elected and the election for that position shall be considered complete. If the vote fails to result in a nominee receiving more than fifty percent (50%) of the votes cast, the two nominees with the most votes will be placed in a runoff election.



- (b) The winning nominee in the runoff election is selected if that nominee receives more than fifty percent (50%) of the votes cast. In that case, the election for that position shall be considered complete.
- (c) If the runoff election fails to result in a nominee with more than fifty percent (50%) of the vote, the nominee with the most votes will be placed before the Commission's Board of Directors for approval.
- (d) If the nominee receives more than fifty percent (50%) of the votes cast, the nominee shall be elected and the election for that position shall be considered complete.
- (e) If the nominee placed before the Commission's Board of Directors fails to obtain more than fifty percent (50%) of the votes cast, the process for electing a person to the desired position shall begin again from Paragraph 1, above
- (f) If there is a tie in any step in the election process and the next step of the process cannot proceed, then one or more tie-breaking votes will occur in which all members of the Commission's Board of Directors present at the meeting will be allowed to vote again. The winning nominee must receive more than fifty percent (50%) of the votes cast to be elected.

At any point the Commission may vote to suspend the vote until a subsequent meeting. If the Chair has been selected prior to the vote to suspend, the new Chair shall be seated when his or her term commences, but shall relinquish his or her seat as the Vice Chair if applicable. If the Chair and Vice Chair have been selected prior to the vote to suspend, the new Vice Chair shall also seated when his or her term commences, but shall relinquish his or he seat as Second Vice Chair, if applicable.

The tally of all votes taken by written ballot hereunder shall be read aloud by the Clerk of the Board immediately following the vote. The written ballots shall be retained by the Clerk of the Board as part of the public record of the meeting.

The Chair, the Vice Chair, and the Second Vice Chair shall regularly alternate between regular members of the Commission representing a city and a regular member of the Commission who is a member of the Riverside County Board of Supervisors. At all times, at least one of three officer slots – Chair, Vice Chair, or Second Vice Chair – shall be held by a member of the Riverside County Board of Supervisors. During the time in which the Chair is a regular member of the Commission representing a city, either the Vice Chair or the Second Vice Chair, or both, shall be a regular member of the Commission who is a member of the Riverside County Board of Supervisors. During the time in which the Chair is a regular Commission member who is a member of the Riverside County Board of Supervisors, either the Vice Chair or the Second Vice Chair, or both, shall be a regular member of the Commission representing a city in order to ensure the participation of both city and county representatives in leadership positions.



# **AGENDA ITEM 10**







<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	December 14, 2022
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lisa Mobley, Administrative Services Director/Clerk of the Board
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Appointment of Executive Committee Members

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) The cities of Corona, Jurupa Valley, Menifee, Moreno Valley, Murrieta, Riverside, and Temecula to appoint two representatives to the Executive Committee;
- 2) The cities of Banning, Beaumont, Calimesa, Canyon Lake, Eastvale, Hemet, Lake Elsinore, Norco, Perris, San Jacinto, and Wildomar to appoint one representative to the Executive Committee; and
- 3) The cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage to appoint one representative to the Executive Committee.

**BACKGROUND INFORMATION:**

**Executive Committee Appointments**

In accordance with the Administrative Code, appointees to the Executive Committee serve for a two-year term. The current Executive Committee Members are as follows:

V. Manuel Perez, County of Riverside, District 4 – Chair  
 Bob Magee, City of Lake Elsinore – Vice Chair  
 Lloyd White, City of Beaumont – Second Vice Chair  
 Jan Harnik, City of Palm Desert – Past Chair  
 Wes Speake, City of Corona  
 Brian Berkson, City of Jurupa Valley  
 Lisa Middleton, City of Palm Springs  
 Ben J. Benoit, City of Wildomar  
 Karen Spiegel, County of Riverside, District 2  
 Chuck Washington, County of Riverside, District 3  
 Jeff Hewitt, County of Riverside, District 5



Therefore, it is time for the cities to select their next appointees to the Executive Committee. The term of the newly appointed Executive Committee members representing the cities will be for calendar years 2023 and 2024.

Commission members will be given time to caucus prior to the election and appointments.