



MEETING AGENDA

Budget and Implementation Committee

Time: 9:30 a.m.

Date: May 22, 2023

Location: BOARD ROOM
County of Riverside Administration Center
4080 Lemon St, First Floor, Riverside, CA 92501

TELECONFERENCE SITES

COUNCIL CHAMBER CONFERENCE ROOM
City of Palm Desert
73510 Fred Waring Drive, Palm Desert, CA 92260

LARGE CONFERENCE ROOM
French Valley Airport
37600 Sky Canyon Drive, Murrieta, CA 92563

COMMITTEE MEMBERS

Jeremy Smith, **Chair** / Jennifer Dain, City of Canyon Lake
Linda Molina, **Vice Chair** / Wendy Hewitt, City of Calimesa
Lloyd White / Julio Martinez, City of Beaumont
Raymond Gregory / Mark Carnevale, City of Cathedral City
Steven Hernandez / Stephanie Virgen, City of Coachella
Scott Matas / Russell Betts, City of Desert Hot Springs
Bob Magee / Natasha Johnson, City of Lake Elsinore
Ulises Cabrera / Edward Delgado, City of Moreno Valley

Cindy Warren / Ron Holliday, City of Murrieta
Jan Harnik / Kathleen Kelly, City of Palm Desert
Lisa Middleton / To Be Appointed, City of Palm Springs
Alonso Ledezma / Valerie Vandever, City of San Jacinto
James Stewart / Jessica Alexander, City of Temecula
Chuck Washington, County of Riverside, District III
Yxstian Gutierrez, County of Riverside, District V

STAFF

Anne Mayer, Executive Director
Aaron Hake, Deputy Executive Director

AREAS OF RESPONSIBILITY

Annual Budget Development and Oversight
Competitive Federal and State Grant Programs
Countywide Communications and Outreach Programs
Countywide Strategic Plan
Legislation
Public Communications and Outreach Programs
Short Range Transit Plans

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
BUDGET AND IMPLEMENTATION COMMITTEE**

www.rctc.org

AGENDA*

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

9:30 a.m.

Monday, May 22, 2023

BOARD ROOM

**County of Riverside Administrative Center
4080 Lemon Street, First Floor
Riverside, California**

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Committee may, either at the direction of the Chair or by majority vote of the Committee, 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. Also, the Committee may terminate public comments if such comments become repetitious. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Committee 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 Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. **ADDITIONS/REVISIONS** *(The Committee 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 Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*
6. **CONSENT CALENDAR** - *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

6A. APPROVAL OF MINUTES – APRIL 24, 2023

Page 1

6B. RECURRING CONTRACTS FOR FISCAL YEAR 2023/24

Page 6

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve the single-year recurring contracts in an amount not to exceed \$18,880,852 for Fiscal Year 2023/24;
- 2) Approve the recurring contracts for specialized services in an amount not to exceed \$84,500 in FY 2023/24 and \$184,000 in FYs 2024/25 – 2027/28; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

6C. APPROPRIATIONS LIMIT FISCAL YEAR 2023/24

Page 17

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Adopt Resolution No. 23-005 “*Resolution of the Riverside County Transportation Commission Establishing the Annual Appropriations Limit*”, for Fiscal Year 2023/24.

6D. QUARTERLY FINANCIAL STATEMENTS

Page 24

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file the Quarterly Financial Statements for the nine months ended March 31, 2023.

6E. QUARTERLY SALES TAX ANALYSIS

Page 33

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file the sales tax analysis for the Quarter 4, 2022 (4Q 2022).

6F. MONTHLY INVESTMENT REPORT

Page 42

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file the Monthly Investment Report for the month ended April 30, 2023.

6G. FISCAL YEAR 2023/24 ANNUAL LOCAL TRANSPORTATION FUND PLANNING ALLOCATIONS TO WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Page 45

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve an allocation of Local Transportation Fund (LTF) funds for planning in the amount of \$1,278,750 for Western Riverside Council of Governments (WRCOG) and \$697,500 for Coachella Valley Association of Governments (CVAG) for efforts identified in each agency's Fiscal Year 2023/24 LTF Program Objectives/Work Plan (Work Plan) that supports transportation planning programs and functions that are consistent with regional and subregional plans, programs, and requirements.

6H. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, JANUARY – MARCH 2023

Page 59

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file the Quarterly Public Engagement Metrics Report for January-March 2023.

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

Page 66

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended March 31, 2023.

6J. FISCAL YEARS 2023/24 – 2027/28 MEASURE A FIVE-YEAR CAPITAL IMPROVEMENT PLANS FOR THE LOCAL STREETS AND ROADS PROGRAM

Page 68

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve the Fiscal Years 2023/24 – 2027/28 Measure A Five-Year Capital Improvement Plans (CIP) for Local Streets and Roads (LSR) as submitted by the participating agencies.

6K. FISCAL YEAR 2023/24 SHORT RANGE TRANSIT PLAN UPDATES AND TRANSIT FUNDING ALLOCATIONS

Page 71

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve the Fiscal Years 2023/24 – FY 2025/26 Draft Short Range Transit Plans (SRTPs) for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA); Riverside Transit Agency (RTA); SunLine Transit Agency (SunLine); and the Commission's FY 2023/24 – 2027/28 SRTP for the Rail and Vanpool Programs;
- 2) Approve FY 2023/24 Transit Operator Funding Allocations of 2009 Measure A, Local Transportation Funds (LTF), State Transit Assistance (STA), and State of Good Repair (SGR) for Banning, Beaumont, Corona, and Riverside; PVVTA; RTA; SunLine; and the Commission's Rail and Vanpool Programs aggregating \$182,051,156;
- 3) Adopt Resolution No. 23-006, *"Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds For the Fiscal Year 2023/24"*;
- 4) Approve the Federal Transit Administration (FTA) Sections 5307, 5311, 5337, and 5339 Program of Projects (POP) for Riverside County as detailed in the respective transit operators' SRTPs aggregating \$101,860,199; and
- 5) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments (SCAG) for inclusion into the Federal Transportation Improvement Program (FTIP) as needed for the FTA POP.

7. APPROVAL OF METROLINK OPERATING AND CAPITAL SUBSIDIES FOR FISCAL YEAR 2023/24 AND RELATED ACTION ITEMS

Page 81

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file a report on highlights from the Southern California Regional Rail Authority's (SCRRA) services;
- 2) Approve the Fiscal Year 2023/24 SCRRA operating and capital budget, which results in an operating subsidy of \$28,231,736, with an operating contingency of \$1,658,651, for a not-to-exceed total of \$29,890,387, and a capital subsidy of \$15,691,304;
- 3) Authorize the Executive Director to finalize and execute Memorandum of Understanding (MOU) No. 23-25-079-00 with SCRRA regarding annual funding, including subrecipient matters related to pass-through of federal funding;
- 4) Authorize the Executive Director, pursuant to legal counsel review, to enter into a working capital loan agreement with SCRRA for up to \$5,000,000, contingent on the development and subsequent approval of an associated policy by the SCRRA Board of Directors and concurrence from all five member agencies;
- 5) Approve Amendment No. 1 to MOU No. 22-25-090-01 with SCRRA for the Commission's FY 2022/23 funding obligation for an additional \$448,509 from Local Transportation Funds (LTF) for additional expenses accrued from FY 2021/22; and
- 6) Approve changes to the Commission's amended FY 2022/23 Short Range Transit Plan (SRTTP) to reflect the \$448,509 increase.

8. AGREEMENTS FOR ON-CALL GRANT WRITING SERVICES

Page 113

Overview

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award the following agreements to provide on-call grant writing services for a four-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of \$1,416,000;
 - a. Agreement No. 23-31-055-00 to HNTB;
 - b. Agreement No. 23-31-072-00 to Mark Thomas & Company, Inc.;
 - c. Agreement No. 23-31-073-00 to Evan Brooks Associates, Inc.;
 - d. Agreement No. 23-31-074-00 to WSP USA Inc.;
 - e. Agreement No. 23-31-075-00 to HDR Engineering, Inc.;
 - f. Agreement No. 23-31-076-00 to KOA Corporation;
 - g. Agreement No. 23-31-077-00 to Dewberry Engineers Inc.;
 - h. Agreement No. 23-31-078-00 to Townsend Public Affairs;
- 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.

9. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 300

Overview

This item is for the Committee to recommend the Commission take the following action(s):

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

10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

11. EXECUTIVE DIRECTOR REPORT

12. COMMISSIONER COMMENTS

Overview

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

13. ADJOURNMENT

The next Budget and Implementation Committee meeting is scheduled to be held at **9:30 a.m., June 26, 2023.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

BUDGET AND IMPLEMENTATION COMMITTEE

Monday, April 24, 2023

MINUTES

1. CALL TO ORDER

The meeting of the Budget and Implementation Committee was called to order by Chair Jeremy Smith at 9:31 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California 92501 and at the teleconference sites: Council Chamber Conference Room, City of Palm Desert, 73510 Fred Waring Drive, Palm Desert, California 92260, and Large Conference Room, French Valley Airport, 37600 Sky Canyon Dr., Murrieta, California 92563.

2. ROLL CALL

Members/Alternates Present

Raymond Gregory***
Yxstian Gutierrez
Jan Harnik***
Bob Magee
Lisa Middleton****
Linda Molina
Jeremy Smith
Cindy Warren**
Valerie Vandever
Chuck Washington**

*Arrived after the meeting was called to order.

**Joined the meeting at French Valley.

***Joined the meeting at Palm Desert.

Members Absent

Ulises Cabrera
Steven Hernandez
Scott Matas
James Stewart
Lloyd White

3. PLEDGE OF ALLEGIANCE

Commissioner Bob Magee led the Budget and Implementation Committee in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

6. CONSENT CALENDAR - *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.*

M/S/C (Gutierrez/Warren) to approve the following Consent Calendar item(s):

6A. APPROVAL OF MINUTES – FEBRUARY 27, 2023

6B. SINGLE SIGNATURE AUTHORITY REPORT

- 1) Receive and file the Single Signature Authority report for the third quarter ended March 31, 2023.

6C. MONTHLY INVESTMENT REPORT

- 1) Receive and file the Monthly Investment Report for the month ended March 31, 2023.

7. PROPOSED BUDGET FOR FISCAL YEAR 2023/24

Sergio Vidal, Chief Financial Officer, presented the proposed Budget for Fiscal Year 2023/24, highlighting the following areas:

- Budget process
 - ✓ Budget development
 - ✓ Budget compilation
 - ✓ Budget review and adoption
- FY 2023/24 Budget considerations
 - ✓ Sales tax, Local Transportation Funds (LTF) and Transportation Uniform Mitigation Fee (TUMF) revenues
 - ✓ RCTC projects and programs
- FY 2023/24 Budget summary
- Revenue/Sources breakdown
- Expenditures/Expenses by Department
- Capital Project Development and Delivery Department highlights
- Expenditures/Expenses by Function
- Measure A cap on administrative costs
- Next steps

Commissioner Jan Harnik thanked Sergio Vidal for a detailed presentation and suggested that he address each line item specifically when the Commission goes into the public hearing at the May Commission meeting.

In response to Commissioner Yxstian Gutierrez's question how much the Commission has in reserves, Sergio Vidal replied the Commission is estimated at \$1.3 billion for the upcoming fiscal year that is primarily with Measure A, it also includes the toll revenues, and it is accumulated overtime.

M/S/C (Gutierrez/Gregory) to:

- 1) Discuss, review, and provide guidance on the proposed Fiscal Year 2023/24 Budget; and**
- 2) Conduct a public hearing to receive input and comments on the proposed FY 2023/24 Budget on May 10 and June 14, 2023, and thereafter close the public hearing.**

At this time, Commissioner Lisa Middleton joined the meeting at the Palm Desert satellite location.

8. AGREEMENT FOR SALES TAX AUDIT AND REPORTING SERVICES

Matt Wallace, Deputy Director of Financial Administration, presented the sales tax audit and reporting services agreement, highlighting the following:

- Background
 - Measure A revenue enhancement – Recover lost revenues
 - Forecast Measure A – Assess factors and trends that impact sales tax
 - Quarterly Reports – Cash receipts analysis, regional comparison, historical trends analysis etc., meet with Commission staff
 - Government Relations – Monitor District sales tax in California, and legislative reports
- Procurement process
- Evaluation criteria (best value)
- Sales tax audit and reporting services
 - Audit of Riverside County businesses' quarterly sales tax report
 - Submit findings to California Department of Tax and Fee Administration (CDTFA)
 - Sales Tax Analysis Report Services (STARS)
 - Government Relations Services
- Evaluation committee determination

Matt Wallace noted there is a representative from MuniServices that is available if needed to respond to technical questions.

In response to Commissioner Raymond Gregory's clarification who has been providing these services to RCTC in the past, Matt Wallace replied MuniServices has been providing these types of services to RCTC since 2008.

Commissioner Gregory stated there is no big change and has the Commission been getting sales tax updates from another firm or MuniServices. Matt Wallace replied it is coming from MuniServices and there is about 10 different quarterly reports RCTC receives in addition to meeting with them on a quarterly basis to explain the reports to staff so they can project figures.

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

- 1) Approve Agreement No. 23-19-040-00 with MuniServices an Avenue Insights and Analytics Company (MuniServices) to provide sales tax audit and reporting services for a three-year term, and one two-year option to extend the agreement in an amount not to exceed \$110,000;**
- 2) Adopt Resolution No. 23-002, *"Authorization of the Riverside County Transportation Commission to Examine Transactions and Use Tax Records"*; and**
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.**

9. STATE AND FEDERAL LEGISLATIVE UPDATE

David Knudsen, External Affairs Director, presented an update for the state and federal legislative activities.

M/S/C to:

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

10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

There were no items pulled from the consent calendar.

11. EXECUTIVE DIRECTOR REPORT

Anne Mayer announced RCTC received some excellent submissions for the Western Riverside County Regional Call for Projects from Western Riverside County member agencies using Western County Measure A Regional Arterial funds as well as Transportation Uniform Mitigation Funds (TUMF) Regional Arterial funds. There was a total of \$135 million available and Jillian Guizado, Planning and Programming Director, her team as well as RCTC's evaluation panel comprised of some of the Technical Advisory

Committee Members have been reviewing the projects. The list that will be coming out in the next couple of weeks is being finalized but due to TUMF money being involved, this will go through a parallel process where the list of projects will flow through one of the Western Riverside County Council of Governments (WRCOG) Committees as well come back to one of the RCTC committees and then it will go to the June Commission meeting for final approval.

12. COMMISSIONER COMMENTS

12A. Commissioner Valarie Vandever reported how the Coachella Valley traffic is being highlighted on the news and social media and it highlights the fact they need to do a better job of focusing on the County's arterial in and out of the Pass. They need to be proactive with the current and future growth and hopes the future Coachella Valley-San Geronimo Pass Rail may make a small dent in 150,000 attendees. She stated the I-10 Bypass project is for emergencies not circulations and asked staff to bring back at a future meeting a budget item to study and plan I-10/SR-60/SR-79 overpass as the Coachella Valley attractions and warehouse traffic is only going to increase.

Anne Mayer replied they have an RCTC briefing scheduled on April 26 with Commissioner Vandever and she will provide an update of the status of those projects as those items have been recently discussed by the Commission.

12B. Commissioner Harnik reminded everyone that the Southern California Association of Governments (SCAG) SoCal workshop regarding transportation and the sustainable communities are being held all around Riverside right now in San Bernardino and on May 2 and 3, 2023 it is being held in Palm Desert at the UCR campus and she encouraged everyone to attend.

13. ADJOURNMENT

There being no further business for consideration by the Budget and Implementation Committee, the meeting was adjourned at 10:05 a.m.

Respectfully submitted,



Lisa Mobley
Administrative Services
Director/Clerk of the Board

AGENDA ITEM 6B

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Alicia Johnson, Senior Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Matthew Wallace, Deputy Director of Financial Administration
SUBJECT:	Recurring Contracts for Fiscal Year 2023/24

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve the single-year recurring contracts in an amount not to exceed \$18,880,852 for Fiscal Year 2023/24;
- 2) Approve the recurring contracts for specialized services in an amount not to exceed \$84,500 in FY 2023/24 and \$184,000 in FYs 2024/25 – 2027/28; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

During ordinary course of business, professional services contracts are subject to a competitive process. However, to ensure efficiency and cost-effectiveness for the Commission's various projects and programs, staff evaluates existing contracts for professional services due to expire within the upcoming fiscal year. Specifically, these expiring contracts may be placed on the calendar for a new procurement solicitation, allowed to expire if no longer required, or included in the annual recurring contracts list that is subject to Commission approval.

This year's list of recurring contracts includes consultants that provide unique or specialized services and work closely with staff on long-term projects. Staff desires to retain certain consultants on the recurring contracts list due to the consultant's historical knowledge, unique experience, and understanding of both the Commission and its current projects. Under limited circumstances in accordance with the Procurement Policies Manual adopted in March 2021, staff believes it is more efficient and cost effective to retain the consultants on the recurring contracts list rather than re-bidding the services at this time. Approval of the recurring contracts list will allow the Commission to continue work on existing projects without interruptions and maintain consistency.

Below are the lists of proposed recurring contracts for FY 2023/24 and for specialized services through FY 2027/28, followed by a summary for each consultant supporting inclusion as a recurring contract. Following Commission approval, staff will develop appropriate agreements

or amendments for these services. Accordingly, staff recommends Commission authorization for the Chair or Executive Director to execute the agreements on behalf of the Commission.

Recurring Contracts for Fiscal Year 2023/24

These are single-year contracts with consultants. Staff recommends Commission approval of these agreements with these consultants for the aggregate amount of \$18,880,852.

Schedule of Recurring Contracts for FY 2023/24					
Consultant Name	Agreement Number	Description of Services	Budget FY 22/23	Budget FY 23/24	Dollar Change
Arellano Associates	17-15-072-04	Operation Lifesaver and Metrolink Outreach and Marketing Services	\$ 300,000	\$ 300,000	\$ -
Foster & Foster (formally Bartel Associates, LLC)	15-19-044-04	Actuarial Valuation Services	\$ 18,500	\$ 18,500	-
BCA Watson Rice LLP	19-19-060-03	Internal audit services for pre-award audits	\$ 150,000	\$ 200,000	50,000
Bechtel Infrastructure Corporation (Bechtel)	23-31-064-00	Capital project program management services	7,500,000	7,500,000	-
Best, Best & Krieger LLP (BB&K)	23-19-068-00	General legal services	2,446,500	2,448,200	1,700
BLX Group LLC (BLX)	11-19-104-09	Arbitrage rebate compliance services	15,000	15,000	-
Caltrans	17-31-021-05	91 Express Lanes and 15 Express Lanes roadway maintenance contract	411,457	411,457	-
Epic Land Solutions, Inc. (Epic)	23-33-065-00	Support services for property management of Commission-owned properties and related contracts	500,000	500,000	-
Fieldman Rolapp & Associates, Inc. (Fieldman)	04-19-029-18	Financial advisory services	325,000	325,000	-
MetLife Investment Management, LLC (MetLife)	13-19-077-06	Investment management services	151,800	151,800	-
Orange County Transportation Authority (OCTA)	16-31-025-08	RCTC-OCTA Facility Agreement (ROFA) - shared OCTA and RCTC costs for the 91 Express Lanes	2,032,775	3,216,025	1,183,250
Payden & Rygel	13-19-135-06	Investment management services	86,000	86,000	-
Stantec Consulting Services, Inc. (Stantec)	10-31-099-14	Traffic and revenue analysis and operation analysis consulting services for the 91 Express Lanes	800,000	1,859,000	1,059,000
Stantec Consulting Services, Inc. (Stantec)	15-31-048-11	Traffic and revenue analysis and operation analysis for the 15 Express Lanes	500,000	1,560,000	1,060,000
TransTrack Inc (TransTrack)	08-62-005-13	End-User license agreement maintenance and support services	180,191	243,870	63,679
U.S. Bank National Association (US Bank)	N/A	Trustee services for sales tax revenue bonds pursuant to master indenture agreement	40,000	46,000	6,000
Total			\$ 15,457,223	\$18,880,852	\$ 3,423,629

Arellano Associates

Arellano Associates started working on Metrolink marketing and Operation Lifesaver rail safety education efforts on behalf of RCTC before the 91/Perris Valley Line launch in 2016 and has been supporting the effort ever since. In July 2017, the Commission entered into a separate agreement with Arellano Associates for expanded Operation Lifesaver Outreach. The Metrolink marketing services were transitioned to External Affairs and carried out under task orders under the on-call public outreach contract since 2017. A few years ago, the responsibility for program oversight was returned to Rail Operations. The scope of the services Arellano Associates provides is extensive and includes educational and promotional outreach to K-12 schools, colleges, non-profits, and businesses; participation in community events to effectively engage with the community; marketing and dissemination of information via social media, email, billboards, posters; publishing of promotional materials in the form of stories, newsletters, videos and toolkits for organizational use. Arellano Associates has a strong partnership with California Operation Lifesaver that allows rail safety messaging and materials to be utilized by RCTC. Over the years, Arellano Associates has built relationships with the community and has gained historical knowledge and familiarity with rail safety and Metrolink marketing in Riverside County and maintains strong team coordination between RCTC, Operation Lifesaver, Metrolink, and other agency partners to implement outreach and marketing services. Additionally, several Arellano Associates staff are specially trained Operation Lifesaver authorized volunteers (OLAVs) who can directly provide the training to schools and community groups. Arellano Associates also assists Metrolink in their marketing efforts bringing expertise on content creation, which is valuable for this safety program and promoting ridership. Their wealth of knowledge can be leveraged to improve marketing results and outreach efforts.

Foster & Foster (formally Bartel Associates, LLC)

In May 2015, the Commission selected Bartel Associates, LLC (now Foster & Foster) under a competitive procurement process to provide biennial actuarial valuation services for the preparation of the Commission's Other Postemployment Benefits (OPEB) valuation report under the provisions of Governmental Accounting Standards Board (GASB) No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Additionally, Foster & Foster provides a GASB 75 annual valuation roll forward report for the Commission's annual financial report. Given Foster & Foster's knowledge and understanding of the Commission's valuation and measurement of OPEB, staff believes it would be more efficient and cost effective for continuity purposes to retain Foster & Foster during FY 2023/24 for actuarial valuation services of the Commission's biennial OPEB valuation report and annual valuation roll forward report. Staff expects no change in costs in FY 2023/24.

BCA Watson Rice LLP

In October 2007, the Commission selected Thompson, Cobb, Bazilio & Associates, P.C. (now BCA Watson Rice LLP) as one of the firms to perform on-call internal audit services, including audits related to mandated pre-award audits and contract close outs, as well as other reviews and

assistance on an as needed basis. BCA Watson Rice LLP is the sole on-call internal audit services firm for the Commission at this time, and it has primarily performed consultant pre-award audits to ensure adherence to state and federal funding prerequisites. These audits are required by Caltrans Independent Office of Audits and Investigations to be performed prior to award of Architectural & Engineering (A&E) services contracts. Utilization of BCA Watson Rice LLP has resulted in effective contract negotiations and cost savings. BCA Watson Rice LLP has performed these audits in a timely and satisfactory manner due to their knowledge of the Caltrans Local Assistance Procedures Manual and Federal Acquisition Regulation. Given the current and upcoming procurement activity, staff recommends extending the agreement with BCA Watson Rice LLP through FY 23/24 to continue pre-award audits of its A&E contracts. BCA Watson Rice LLP's pre-award audit labor rates are reasonable and comparable to other firms performing similar services.

Bechtel Infrastructure Corporation

Bechtel provides program management and construction management activities of highway and rail projects for the Measure A and the 10-Year Western Riverside County Highway Delivery programs as well as the toll program. Bechtel supports the Commission's capital projects, including the Interstate 15 Express Lanes, 15/91 Express Lanes Connector, I-215/Placentia Avenue Interchange, I-15/Railroad Canyon Road Interchange, State Route 60 Truck Lanes, SR-91 Corridor Operations, Santa Ana River Trails, Moreno Valley Rail Station Upgrade, Coachella Valley Rail, SR-71/91 Connectors, I-15 SMART Freeway, I-15 Southern Extension, I-15 Corridor Operations, Mid-County Parkway Construction Package 3, I-10 Highland Springs Avenue Interchange, SR-79 Realignment, Eastbound SR-91 Corridor Operations, Perris Valley Line Double Track, South Perris Station Layover Expansion, Riverside Downtown Station Pedestrian Crossing, I-15 Franklin Street Interchange, and I-15 Northern Extension. Bechtel possesses the knowledge and background history of the Commission's capital projects program, which is necessary to effectively deliver the Commission's Measure A and other capital projects. The flexibility of obtaining additional support from Bechtel as needed for specific project requirements is also important and avoids the need to increase Commission staff. The Bechtel contract for FY 2023/24 reflects the same level as last year, \$7,500,000.

Best Best & Krieger LLP

Best Best & Krieger LLP (BB&K) provides a high level of general legal services to the Commission for highway, regional arterial, and rail capital project activities, especially right of way; various Commission programs; procurements and contract development; toll road legal advisory and litigation services; and management services. The FY 2023/24 BB&K contract reflects a \$1,700, or less than 1 percent increase in legal costs compared to the FY 2022/23 contract, primarily related to Measure A western county highway projects. The Commission engages other legal firms for specific matters involving specialized legal services and potential conflicts of interest as required.

BLX Group LLC

In 2007, the Commission engaged BLX Group LLC (BLX) under a sole source procurement to perform arbitrage rebate compliance services for sales tax revenue debt issued under the 1989 Measure A and 2009 Measure A programs; the services have expanded to include toll revenue debt. These services are required by the Internal Revenue Service (IRS) and the tax certificates executed for each debt issue, including the Commission's commercial paper notes, sales tax revenue bonds, and toll revenue bonds. Per Commission direction, BLX performs the required calculations more frequently than the minimum reporting requirements during the life of each debt issue to ensure Commission compliance with the complex IRS regulations. Accordingly, BLX maintains historical information and calculations considered in subsequent arbitrage rebate calculations. Additionally, BLX prepares and files, on the Commission's behalf, the Annual Debt Transparency Reports (ADTRs) required by California Senate Bill 1029 for new debt issuances effective January 1, 2017. BLX performs the ADTR service at no additional cost when arbitrage rebate calculations are prepared or a \$500 per ADTR fee when rebate calculations have ceased. Given the complex arbitrage regulations and limited Commission staff available to prepare the SB 1029 filings, staff determined it would be more efficient and cost effective to continue the BLX services. Furthermore, BLX is affiliated with the Commission's bond counsel, Orrick, Herrington & Sutcliffe LLP—resulting in additional efficiencies related to immediate access to bond documents and key staff.

Caltrans

In October 2016, the Commission awarded an agreement to Caltrans to provide routine and emergency maintenance for the 91 Express Lanes for a 50-year term. In March 2020, the 15 Express Lanes was added to the scope of work. The agreement requires agreement of the annual work plan and associated budget. Caltrans' familiarity with the 91 Corridor, 15 Corridor, and state standards for highway maintenance ensures that the Commission will be compliant with the 91 Express Lanes toll facility Agreement and 15 Express Lanes toll facility agreement between Caltrans and the Commission. In addition, Caltrans has the staff, equipment, and experience to provide the wide range of maintenance and emergency response services required to ensure the Express Lanes are properly maintained and that emergency incidents are resolved in an expedient manner. Caltrans' routine maintenance services include channelizer replacement, pavement repair, and sweeping and debris removal. The scope of services also includes coordination with California Highway Patrol Maintenance Zone Enhancement Enforcement Program (MAZEPP). Staff and Caltrans established a work plan for FY 2023/24 in the amount of \$411,457, a \$0 change from FY 2022/23. Caltrans has provided excellent service and response times to emergency incidents.

Epic Land Solutions, Inc.

Due to its accumulated knowledge and development of various property management projects, resources, and databases associated with the multitude of Commission-owned properties, including but not limited to those along the San Jacinto Branch Line (SJBL) and Regional

Conservation Authority (RCA) properties, staff determined that Epic Land Solutions, Inc. (EPIC) can most efficiently and cost effectively provide property management services. The scope of services for FY 2023/24 includes:

- Upgrading the remaining utility licenses to current Commission terms in order to minimize liability risks;
- Renewing expiring private use agreements;
- Coordinating and assisting with activities related to the issuance of new licenses, amendments to existing licenses or facility upgrades;
- Adding RCA properties to map books and database and update licenses as necessary to meet current Commission terms;
- Following up on delinquent rent payments and tracking insurance certifications, as requested by Commission staff;
- Determining all easement locations and requesting abandonment of unused easements;
- Maintaining and updating a database and correlated mapping of the Commission's property and contract information;
- Ensuring possession of title policies for all Commission owned property and compliance with federal excess land requirements;
- Tracking all Surplus land for Commission owned property and providing annual list to Commission per Right of Way manual;
- Proactively performing regular site visits to all properties to identify and resolve maintenance and repair issues such as weed abatement, erosion and removal of debris and illegal occupants and identify encroachments such as illegal parking or the installation of facilities without a license;
- Work with jurisdictions on trespassing notification letters and coordination of trespassing sign installations;
- Conducting site visits to determine all encroachment locations and updating mapbooks and Epic Property Management Application (EPMA);

Efforts are consistent with the previous year, so Epic's FY 2023/24 agreement reflects the same budget.

Fieldman, Rolapp & Associates, Inc.

Following a competitive procurement process, the Commission selected Fieldman, Rolapp & Associates (Fieldman) as the financial advisor in late 2003. Fieldman has provided financial advisory services on general finance matters and specific financing transactions related to the 2009 Measure A program and the toll program—playing a significant role in the 91 Project and I-15 ELP financing activities in 2013 and 2017, respectively, as well as the 91 Express Lanes toll revenue bonds refinancing. Fieldman provides additional support for the I-15 Express Lanes related to the annual update of the financial models and financial plans required by the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan agreement, meeting with rating agencies, implementation and technical matters related to the financings, and other

special projects. As a result of Fieldman's knowledge and understanding of the Commission, its previous financings, and the TIFIA loan process, staff determined it would be more efficient and cost effective for continuity purposes to retain Fieldman during FY 2023/24 for financial advisory services. Staff expects no change in costs in FY 2023/24.

MetLife Investment Management, LLC

Following a competitive procurement process, the Commission selected MetLife Investment Management, LLC (MetLife), formally Logan Circle Partners, LP in 2013 to provide investment advisory services on debt proceeds from the sales tax and toll revenue supported debt of the 91 Project and I-15 ELP. The indentures for the bonds and TIFIA loan agreements include multiple accounts containing investments that must comply with the permitted investment language of the specific indentures, as well as the Commission's investment policy. Given MetLife's knowledge and understanding of the Commission's compliance requirements for the investment of debt proceeds, staff believes it would be more efficient and cost effective for continuity purposes to retain MetLife during FY 2023/24 for investment advisory services.

Orange County Transportation Authority

In support of the 91 Express Lanes, the Commission and Orange County Transportation Authority (OCTA) (the agencies) entered into the RCTC – OCTA Facility Agreement (ROFA) in November 2015 to facilitate the reimbursement of shared costs during the life of the agencies' cooperative agreement executed in December 2011. The ROFA allows the Commission to reimburse OCTA for shared costs it incurs on behalf of the joint operation of the 91 Express Lanes and for OCTA to reimburse the Commission for costs it incurs on behalf of the joint operation. OCTA and the Commission meet each year to determine the amounts for each shared cost element. Included in the shared costs are operations facilities costs and consulting costs. In FY 2023/24, the Commission will continue to reimburse OCTA and pay vendors for costs incurred on behalf of the 91 Express Lanes for which OCTA will reimburse the Commission. The Commission and OCTA are each responsible for 50 percent of such costs. The total joint operating costs of this agreement are \$3,727,275. The Commission's total amount is \$3,216,025 that is comprised of costs administered by the Commission and reimbursements to OCTA. OCTA will reimburse the Commission \$1,452,388 of administered costs. The ROFA has increased \$1,183,250 from FY 2022/23 primarily due to procurement of a new traffic management system and additional consultant services in FY 2023/24.

Payden & Rygel

Following a competitive procurement process, the Commission selected Payden & Rygel in 2013 to provide investment advisory services for the Commission's operating funds. Given Payden & Rygel's knowledge and understanding of the Commission's investment policy requirements, staff believes it would be more efficient and cost effective for continuity purposes to retain Payden & Rygel during FY 2023/24 for investment advisory services of the Commission's operating funds.

Stantec Consulting Services, Inc.

In September 2010, Stantec Consulting Services, Inc. (Stantec) was selected under a competitive procurement process to provide consulting services for the development of the investment grade traffic and revenue study that secured the financing for the 91 Project. Stantec performed the field work and analysis required to create the traffic and revenue model. Additionally, Stantec supported the development of the toll pricing methodology and traffic simulations, which supported corridor design decisions. Stantec continues to support staff with toll rate setting, corridor improvement project impacts, and traffic simulations. Additionally, in FY 2023/24 Stantec will support efforts related to the 91 general purpose lane widening between the 241 and State Route 71 and ongoing efforts related to the 241/91 connector project and the Eastbound Corridor Operations Traffic Study. Stantec's long-history of supporting the 91 Project provides staff with valuable insight into the actual performance of the express lanes. Staff and Stantec developed a budget for the FY 2023/24 tasks at an estimated cost of \$1,859,000, of which approximately \$190,000 is for the 241/91 connector and is expected to be a reimbursable cost from the Transportation Corridor Agencies, the project sponsor of the 241/91 connector project.

Stantec Consulting Services, Inc.

In April 2015, Stantec Consulting Services, Inc. (Stantec) was selected under a competitive procurement process to provide consulting services for the development of the investment grade traffic and revenue study that secured the TIFIA loan for the I-15 ELP. Stantec performed the field work and analysis required to create the traffic and revenue model. Stantec continues to support staff with toll rate setting and dynamic pricing analysis. Additional support is needed in FY 2023/24 to support toll revenue allocation with the anticipated completion of the 15/91 Express Lanes Connector. Budget is also included to provide investment grade traffic and revenue analysis to determine the financial impact on the 15 Express Lanes as a result of implementing the 15 Express Lanes Project – Southern Extension. Staff and Stantec have developed a budget for the FY 2023/24 tasks at an estimated cost of \$1,560,000.

TransTrack Inc.

In December 2005, the Commission approved a sole source agreement with TransTrack for the Transit Performance Manager software application implementation and training package. Major accomplishments over the years include customized reports to support the Commission's Annual Countywide State of Public Transit Report, adding both the SunLine Transit Agency and Commission Vanpool programs and statistics into the TransTrack modules as well as the Short-Range Transit Plan funding projections and requests within the system. TransTrack is an important tool in assisting Commission staff to review the transit operators' performance to ensure compliance with the farebox recovery ratio and allows various programs to pull data that is required and report it into the National Transit Database. Major activities in FY 2023/24 will allow the Commission to add specialized transit operators into the database, allow for long-term budget preparation by transit agencies to better forecast operating and capital activities with

federal transit administration funds, increasing functionality with analytics; and additional reporting.

U.S. Bank National Association

U.S. Bank served as trustee for the sales tax financings since the inception of the 1989 Measure A program; the current U.S. Bank represents mergers, acquisitions, and name changes dating back to the 1990s. As trustee and in accordance with the debt agreements, U.S. Bank intercepts the Measure A sales tax receipts from the California Department of Tax and Fee Administration in order to withhold amounts required for debt service prior to releasing remaining funds to the Commission. In February 2005 following a competitive procurement, the Commission approved agreements with U.S. Bank to serve as the trustee and the issuing and paying agent for the commercial paper program related to interim financing for the 2009 Measure A program. When the Commission commenced 2009 Measure A program long-term debt financings, the Commission continued to use US Bank as trustee for the 2009 Measure A sales tax debt program. The master and supplemental indentures for the commercial paper program and the sales tax bonds are agreements between the Commission and U.S. Bank through the life of the debt; any removal or resignation of the trustee requires adhering to specific procedures described in the master indenture. U.S. Bank provides the Commission a high level of responsive service and timely and accurate trustee statements; accordingly, staff desires the continuation of U.S. Bank as trustee for these programs. The 15 percent or \$6,000 increase reflects the RCTC 91 Express Lanes 2021 Toll Refunding Bonds related to the refinancing of the 2013 Toll Revenue Bonds, Series B capital appreciation bonds, and the Transportation Infrastructure Finance and Innovation Act loan.

Specialized Services on Long-Term Projects for Multi-Year Contracts

Some contracts with consultants provide specialized services on long-term projects at a fixed rate. The contracts do not need to be negotiated annually as service level and pricing are not expected to change during the period of performance. Staff recommends Commission approval of multi-year agreements (Three-Year and Five-Year) with these consultants for the aggregate amount totaling \$268,500.

Specialized Services on Long-Term Projects for Three-Year Contracts

Schedule of Recurring Contracts for Specialized Services for FY 2023/24 - FY 2025/26					
Consultant Name	Agreement Number	Description of Services	Budget FY 22/23	Budget FY 23/24	3-Year Contract
ECS Imaging, Inc.	19-12-008-03	Laserfiche Installation and Maintenance Services	\$22,000	\$22,000	\$66,000
Mobile Relay Associates	17-45-022-05	Radio Repeater and Frequency Lease, Equipment and Maintenance	\$55,000	\$55,000	\$165,000
Total			\$ 77,000	\$77,000	\$231,000

ECS Imaging, Inc.

In 2018 the Commission executed an agreement with ECS Imaging, Inc. under the Executive Director's single signature authority to provide records management, storage and retention. The Commission previously used Infoworks software for this service; however, the software was phased out and reached end-of-life as of December 31, 2018. Accordingly, the Commission migrated its records to Laserfiche software purchased through ECS Imaging, Inc. Laserfiche software provides the Commission the opportunity to not only electronically store records but also to manage the records in a secure format, laying the foundation to move toward a paperless environment. Ultimately, Laserfiche software will save the Commission physical document storage costs. In 2021, RCTC became the managing agency of the RCA and the Custodian of its records. RCA records are currently being migrated into a separate database within the Laserfiche system for consistency, continuity and efficiency.

Mobile Relay Associates


Mobile Relay Associates (MRA) provides for the lease of Ultra High Frequency mobile relay stations and associated equipment, as well as radio equipment, installation, and maintenance on Freeway Service Patrol (FSP) tow trucks. This service and related equipment is used by the program to facilitate communication between RCTC's contracted FSP tow truck drivers and the California Highway Patrol (CHP). RCTC operates the FSP program in close partnership with San Bernardino County Transportation Authority (SBCTA). CHP supervision, dispatch, and the program Standard Operating Procedures (SOP) are shared with our neighboring counterpart. RCTC and SBCTA jointly released an RFP for this service and are separately contracted with MRA. It is imperative to the program that both counties continue to use the same communication service in order to have uninterrupted communication between CHP officers, dispatch, and tow truck drivers that operate in both counties. SBCTA currently plans to continue utilizing MRA through FY26. As such, RCTC staff is seeking to extend the contract with MRA to avoid disruption to program operations. Fees for this service will be assessed monthly for the leased mobile relay station and as needed for equipment installation/uninstallation and maintenance. Among the communication systems that were responsive to past RFP's, MRA has proven to be the most cost effective. There has been a reasonable increase in price for these services and an annual increase based on Consumer Price Index should be expected and built into the agreement. Based on pricing and historical use of the service, staff anticipates a not to exceed annual cost of \$55,000, for a total not to exceed contract amount of \$165,000 for the next three years.

Specialized Services on Long-Term Projects for Five-Year Contracts

Schedule of Recurring Contracts for Specialized Services for FY 2023/24 - FY 2027/28					
Consultant Name	Agreement Number	Description of Services	Budget FY 22/23	Budget FY 23/24	5-Year Contract
NetFile	23-12-067-00	Form 700 E-Filing and Administration System	\$3,000	\$7,500	\$ 37,500
Total			\$3,000	\$7,500	\$ 37,500

Netfile, Inc.

In 2018, the County entered into an agreement with Netfile, Inc. to process its annually required Fair Political Practices Commission Conflict of Interest statements electronically. As RCTC falls under the County umbrella for its conflict of interest filing requirements, RCTC used its single signature authority to enter into an agreement with Netfile to also file its required forms electronically. The Western Riverside County Regional Conservation Authority has its own individual agreement with Netfile and in an effort to streamline, these agreements will be combined.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2023/24 FY 2024/25+	Amount:	\$18,965,352 \$184,000
Source of Funds:	Measure A, Local Transportation Fund, Transportation Development Act, Transportation Uniform Mitigation Fees, toll revenues, other reimbursements, Caltrans FSP, SAFE and interest			Budget Adjustment:	No N/A
GL/Project Accounting No.:	Various				
Fiscal Procedures Approved:				Date:	05/11/2023

AGENDA ITEM 6C

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Michele Cisneros, Deputy Director of Finance
THROUGH:	Sergio Vidal, Chief Financial Officer
SUBJECT:	Appropriations Limit Fiscal Year 2023/24

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Adopt Resolution No. 23-005 *“Resolution of the Riverside County Transportation Commission Establishing the Annual Appropriations Limit”*, for Fiscal Year 2023/24.

BACKGROUND INFORMATION:

Section 7910 of the California Government Code implements Article XIII B of the California Constitution by requiring each local jurisdiction to establish, by resolution, its appropriations limit for each fiscal year and to make documentation used to determine the appropriations limit available to the public 15 days prior to adoption of the resolution establishing the appropriations limit.

Staff performed the calculations necessary to determine the limit as \$614,246,608 for FY 2023/24. The resolution and documents supporting the calculation are attached. The Commission chose to use the percentage change in the California per capita personal income and population change within Riverside County as the factors in determining the appropriations limit. As required, calculations supporting the Commission’s proposed FY 2023/24 Appropriations Limit was posted on the Commission’s website.

Attachments:

- 1) Resolution No. 23-005
- 2) Riverside County Transportation Commission 2023/24 Appropriations Limit
- 3) California Per Capita Income and Population, Riverside County – California Department of Finance

RESOLUTION NO. 23-005

**RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION
ESTABLISHING THE ANNUAL APPROPRIATIONS LIMIT**

WHEREAS, Article XIII B of the California Constitution places an annual limitation upon appropriations from proceeds of taxes by each local government of the State of California; and

WHEREAS, in 1988, pursuant to Article XIII B, section 4 of the California Constitution, the Riverside County Transportation Commission established its appropriations limit at \$75 million for fiscal year 1988-1989 under ordinance No. 88-1; and

WHEREAS, Section 7910 of the California Government Code implements Article XIII B of the California Constitution by requiring each local jurisdiction to establish, by resolution, its appropriations limit for each fiscal year and to make the documentation used in determining the appropriations limit available to the public fifteen days prior to adoption of the resolution establishing the appropriations limit; and

WHEREAS, in accordance with Senate Constitutional Amendment No. 1 approved by the voters of the State effective June 6, 1990, beginning with Fiscal Year (FY) 1990/91 and for each fiscal year thereafter, the Commission's Board of Commissioners is required to select either the percentage change in California per capita personal income or the percentage change in the local assessment roll due to the addition of local non-residential construction, and either the population change within the Commission or the population change within Riverside County, as the two factors to be applied in calculating the appropriations limit for each fiscal year; and

WHEREAS, this Board wishes to select, as factors in determining the Commission's appropriation limit for FY 2023/24 the percentage change in California per capita personal income and also the population change within Riverside County; and

WHEREAS, this Commission has documented its calculations of the Commission's appropriations limit for FY 2023/24 and said calculations have been made available to the public at least fifteen days prior to the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Riverside County Transportation Commission as follows:

1. For FY 2023/24 the factors selected for calculating the appropriations limit are (a) the percentage change in California per capita personal income, and (b) the population change within the County of Riverside.

2. The appropriations limit applicable to this Agency pursuant to Article XIII B of the California Constitution for FY 2023/24 are hereby established and determined to be \$614,246,608.

3. A copy of the documentation used in the determination of the appropriations limit for FY 2023/24 shall be affixed hereto and shall be available for public inspection.

4. Pursuant to Section 7910 of the California Government Code, any judicial action or proceeding to attack, review, set aside, void, or annul the establishment of the appropriations limit as set forth herein must be commenced within forty-five days of the adoption of this resolution.

ADOPTED this 14th day of June, 2023.

Robert E. Magee, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

RIVERSIDE COUNTY TRANSPORTATION COMMISSION**2023/24 APPROPRIATIONS LIMIT**

2022/23	Appropriations Limit	\$ 586,140,603
<hr/>			
	2023/24 adjustment		
	Change in California per capita personal income		4.44%
	Per capita cost of living converted to a ratio:		1.0444
	Change in population, Riverside County		0.34%
	Population converted to a ratio:		1.0034
	Calculation of factor for FY 2023/24:		
	Per capita cost of living ratio		1.0444
	Population ratio	⌘	1.0034
	FY 2023/24 factor		<hr/> 1.0479510
	2022/23 Appropriations Limit		\$ 586,140,603
	FY 2023/24 factor	⌘	<hr/> 1.0479510
2023/24	Appropriations Limit	\$ 614,246,608

Source: California per capita income - California Department of Finance
Population, Riverside County - California Department of Finance



Gavin Newsom ■ Governor

1021 O Street, Suite 3110 ■ Sacramento CA 95814 ■ www.dof.ca.gov

Dear Fiscal Officer:

Subject: Price Factor and Population Information**Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2023.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

2023-24:

Per Capita Cost of Living Change = 4.44 percent
Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: $1.0444 \times 0.9965 = 1.0407$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2022-2023	1-1-22	1-1-23	1-1-2023
Riverside				
Banning	1.28	30,856	31,250	31,250
Beaumont	4.12	54,349	56,590	56,590
Blythe	-0.43	12,662	12,607	17,265
Calimesa	0.11	10,950	10,962	10,962
Canyon Lake	-0.49	11,003	10,949	10,949
Cathedral City	-0.37	51,590	51,400	51,433
Coachella	1.26	41,935	42,462	42,462
Corona	-0.09	157,139	157,005	157,005
Desert Hot Springs	0.68	32,389	32,608	32,608
Eastvale	-0.66	69,978	69,514	69,514
Hemet	0.84	89,170	89,918	89,918
Indian Wells	-0.23	4,785	4,774	4,774
Indio	1.17	89,789	90,837	90,837
Jurupa Valley	-0.16	105,154	104,983	104,983
Lake Elsinore	-0.02	71,844	71,828	71,973
La Quinta	1.11	37,562	37,979	37,979
Menifee	2.44	107,411	110,034	110,034
Moreno Valley	-0.01	208,302	208,289	208,289
Murrieta	-0.54	110,592	109,998	109,998
Norco	-0.52	22,345	22,228	25,037
Palm Desert	-0.02	50,626	50,615	50,615
Palm Springs	-0.17	44,165	44,092	44,092
Perris	0.60	78,474	78,948	78,948
Rancho Mirage	0.94	16,854	17,012	17,012
Riverside	-0.36	314,759	313,617	313,676
San Jacinto	-0.37	54,303	54,103	54,103
Temecula	-0.52	109,468	108,899	108,899
Wildomar	-0.28	36,438	36,336	36,336
Unincorporated	0.83	398,128	401,433	401,693
County Total	0.34	2,423,020	2,431,270	2,439,234

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

AGENDA ITEM 6D

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Michele Cisneros, Deputy Director of Finance
THROUGH:	Sergio Vidal, Chief Financial Officer
SUBJECT:	Quarterly Financial Statements

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file the Quarterly Financial Statements for the nine months ended March 31, 2023.

BACKGROUND INFORMATION:

During the nine months of the fiscal year, staff monitored the revenues and expenditures of the Commission. The attached financial statements present the revenues and expenditures for the nine months of the fiscal year (July 2022 through March 2023). Period closing accrual adjustments are not included for revenues earned but not billed and expenditures incurred for goods and services received not yet invoiced. Such adjustments are normally made during the year-end closing process.

The operating statement shows the Measure A and Local Transportation Fund (LTF) sales tax revenues for the third quarter at 61 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 (CDTFA) 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 through January 2023.

On a cash basis, the Measure A and LTF sales tax receipts are 2.71 and 2.58 percent higher, respectively, than the same period last fiscal year. State Transit Assistance, including State of Good Repair for the third quarter of Fiscal Year 2022/23, are expected to be received in the fourth quarter of FY 2022/23. Staff will continue to monitor the trends in the sales tax and report to the Commission any necessary adjustments in revenue projections.

Federal, state, and local reimbursement revenues 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 reimbursements reflect reversal of the FY 2021/22 accrued revenues at the beginning of FY 2022/23 in excess of amounts billed through the third quarter. Reimbursement invoices for expenditures for the third quarter will be prepared and submitted in the fourth quarter.

During the FY 2022/23 budget process, the Commission estimated Transportation Uniform Mitigation Fee (TUMF) revenues at \$31 million past through from Western Riverside Council of Governments. Through the third quarter of FY 2022/23, the Commission received TUMF revenues through December 2022 of \$18 million. The Commission expects to receive the third quarter TUMF revenues in the fourth quarter.

The RCTC 91 Express Lanes and 15 Express Lanes toll revenues, penalties, and fees are at \$49.7 million and \$24.8 million, respectively, totaling \$74.5 million through the third quarter of FY 2022/23. The operating statement shows toll revenues, penalties, and fees at 76 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.

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 \$14.5 million.

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

- Salaries and benefits are under budget primarily due to unfilled positions for an Accounting Supervisor, IT Administrator, Management Analyst, Capital Projects Manager, and two Senior Capital Projects 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 January 2023;
- 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, \$16.7 million of the \$21.7 million interest cost through the third 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 third quarter administrative cost allocation process, Measure A Sales Tax Bonds debt funding, LTF disbursements for planning, programming activities, and 15/91 Express Lanes Connector funding from the 91 Express Lanes surplus toll revenues.

FISCAL IMPACT:

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

Attachments:

- 1) Quarterly Project Status – March 2023
- 2) Quarterly Financial Statements – March 2023

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
3rd QUARTER
FOR NINE MONTHS ENDED 3/31/2023**

Project Description	FY 2022/23 through 3rd Quarter Budget	Expenditures through 3rd Quarter Actuals	Project Status
91 Project (P003028) 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. The FY 2022/23 budget amount is \$15,491,400.	\$416,100	(\$1,512,584)	The under run of the FY 2022/23 budget at the third quarter is due to an accrual reversal for the Army Corps of Engineering Reach 9 project (\$1.7 million) and an under run in to-date right of way (ROW) services (\$0.2 million).
91 Express Lanes (P009103 & P009104) 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. The FY2022/23 budget amount is \$23,542,100.	18,297,000	18,685,269	The overrun of the FY 2022/23 budget at the third quarter is due higher than anticipated expended costs for Phase 2 corridor improvements and associated project construction management (\$0.4 million).
I-15 Express Lanes Southern Extension (P003044) 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. The FY 2022/23 budget amount is \$5,171,300.	1,853,500	1,345,050	The under run of the FY 2022/23 budget at the third quarter is due to lower than anticipated expended costs for the preliminary engineering and environmental document contract, program management, staff labor, and other professional services (\$0.4 million).

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
3rd QUARTER
FOR NINE MONTHS ENDED 3/31/2023**

Project Description	FY 2022/23 through 3rd Quarter Budget	Expenditures through 3rd Quarter Actuals	Project Status
<p>15/91 Express Lanes Connector (P003039) 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. The FY 2022/23 budget amount is \$72,788,300.</p>	58,368,200	37,281,348	<p>The under run of the FY 2022/23 budget at the third quarter is due to delayed invoicing from the design builder (\$15.4 million), the toll services contractor (\$2.3 million), and lower than anticipated expended costs from the project construction management contract (\$0.9 million) and Caltrans (\$1.5 million).</p>
<p>Mid County Parkway (MCP) (P002302, P002317, P002320, P002324, & P002328) 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. The FY 2022/23 budget amount is \$37,538,600.</p>	17,052,175	13,042,458	<p>The under run of the FY 2022/23 budget at the third quarter is primarily due to the following for each project:</p> <ul style="list-style-type: none"> • MCP: An under run in ROW acquisition and ROW support is due to accrual reversals not yet offset by invoices (\$0.1 million). • MCP I-215/Placentia Interchange: The under run is due to construction (\$0.3 million) and a minor overrun of program management (\$0.2 million). • MCP Mitigation: The first year of plant establishment was completed at the beginning of the third quarter in FY 2020/21 and the under run in the third quarter of FY 2022/23 was due to mitigation property monitoring (\$1 million). • 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 (\$1.1 million) and final design on MCP3 (\$1.4 million).

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
3rd QUARTER
FOR NINE MONTHS ENDED 3/31/2023**

Project Description	FY 2022/23 through 3 rd Quarter Budget	Expenditures through 3 rd Quarter Actuals	Project Status
71/91 Connector Project (P003021) 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. The FY 2022/23 budget amount is \$49,720,200.	16,997,400	5,630,878	The under run of the FY 2022/23 budget at the third quarter is due to construction (\$7.5 million), construction management services (\$2.5 million), less than anticipated costs for construction support (\$0.8 million), program management (\$0.3 million), and final design (\$0.2 million)
Smart Freeways (P003051) 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. The FY 2022/23 budget amount is \$12,533,000.	1,761,000	778,986	The under run of the FY 2022/23 budget at the third quarter is due to delayed billings from the contractor for final design (\$0.5 million) and program management (\$0.4 million).
Moreno Valley-March Field station upgrade (P004026) 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. The FY 2022/23 budget amount is \$15,485,100.	8,615,075	3,437,446	The under run of the FY 2022/23 budget at the third quarter is due to construction (\$3.4 million) as well as construction management and construction support (\$1.5 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
3RD QUARTER
FOR NINE MONTHS ENDED 3/31/2023

	FY 2022/23 BUDGET	3RD QUARTER ACTUAL	REMAINING BALANCE	PERCENT UTILIZATION
Revenues				
Sales tax	\$ 455,964,600	\$ 279,703,254	\$ 176,261,346	61%
Federal reimbursements	82,623,500	1,401,767	81,221,733	2%
State reimbursements	149,017,200	90,972,674	58,044,526	61%
Local reimbursements	15,873,500	7,402,508	8,470,992	47%
Transportation Uniform Mitigation Fee	31,000,000	18,041,231	12,958,769	58%
Tolls, penalties, and fees	97,771,800	74,509,459	23,262,341	76%
Other revenues	707,000	1,637,393	(930,393)	232%
Investment income	1,168,400	14,470,472	(13,302,072)	1238%
Total revenues	834,126,000	488,138,758	345,987,242	59%
Expenditures/Expenses				
Salaries and benefits	17,367,100	9,529,560	7,837,540	55%
Professional and support				
Professional services	18,541,800	7,906,090	10,635,710	43%
Support costs	18,507,200	8,415,175	10,092,025	45%
Total Professional and support costs	37,049,000	16,321,265	20,727,735	44%
Projects and operations				
Program operations	40,752,100	16,806,281	23,945,819	41%
Engineering	29,137,200	6,565,584	22,571,616	23%
Construction	234,312,300	113,773,186	120,539,114	49%
Design Build	74,337,300	39,943,626	34,393,674	54%
Right of way/land	57,262,300	6,725,021	50,537,279	12%
Operating and capital disbursements	210,451,900	142,900,147	67,551,753	68%
Special studies	2,385,200	343,047	2,042,153	14%
Local streets and roads	83,029,900	50,707,938	32,321,962	61%
Regional arterials	31,779,000	4,888,739	26,890,261	15%
Total projects and operations	763,447,200	382,653,569	380,793,631	50%
Debt service				
Principal	31,405,000	-	31,405,000	N/A
Interest	60,351,300	40,777,446	19,573,854	68%
Total debt service	91,756,300	40,777,446	50,978,854	44%
Capital outlay	9,589,300	2,066,882	7,522,418	22%
Depreciation	-	12,615,473	(12,615,473)	N/A
Total Expenditures/Expenses	919,208,900	463,964,195	455,244,705	50%
Excess revenues over (under) expenditures/expenses	(85,082,900)	24,174,563	(109,257,463)	-28%
Other financing sources/(uses)				
Transfer in	247,462,200	137,108,436	110,353,764	55%
Transfer out	(247,462,200)	(137,108,436)	(110,353,764)	55%
Total financing sources/(uses)	-	-	-	N/A
Net change in fund balances	(85,082,900)	24,174,563	109,257,463	-28%
Fund balance July 1, 2022	1,278,326,000	1,063,776,100	(214,549,900)	83%
Fund balance March 31, 2023	<u>\$ 1,193,243,100</u>	<u>\$ 1,087,950,663</u>	<u>\$ (105,292,437)</u>	<u>91%</u>

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY BUDGET TO ACTUAL BY FUND
3RD QUARTER
FOR NINE MONTHS ENDED 3/31/2023

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	\$ -	\$ -	\$ 134,695,284	\$ 32,512,111	\$ 688,953	\$ 91,470,495	\$ 17,837,881	\$ 2,498,530	\$ -	\$ -	\$ -	\$ -
Federal reimbursements	(2,998,221)	-	2,993,922	-	-	-	-	-	-	-	-	-
State reimbursements	7,262	2,265,697	11,053,412	-	-	-	-	116,733	182,692	-	-	77,346,878
Local reimbursements	-	54,341	1,029,327	-	-	-	-	-	-	916,319	5,402,521	-
Transportation Uniform Mitigation Fee	-	-	-	-	-	-	-	18,041,231	-	-	-	-
Tolls, penalties, and fees	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	1,390	-	1,037,069	-	-	-	-	15,300	-	-	-	508,800
Investment income	243,610	102,388	3,067,861	834,276	-	2,398,745	1,244,394	102,216	1,213,798	20,114	11,806	282,970
Total revenues	(2,745,959)	2,422,426	153,876,875	33,346,387	688,953	93,869,240	19,082,275	2,717,479	19,453,021	20,114	921,589	5,414,327
Expenditures/Expenses												
Salaries and benefits	4,242,829	113,357	1,785,099	921	-	-	-	-	107,897	30,154	68,477	1,861,389
Professional and support												
Professional services	2,258,743	106,490	1,937,739	5,903	-	-	11,581	216,473	161,640	166,863	2,653	1,956,386
Support costs	2,089,813	78,985	1,815,033	-	-	-	-	-	27,127	4,499	-	314,805
Total Professional and support costs	4,348,556	185,475	3,752,772	5,903	-	-	11,581	216,473	188,767	171,362	2,653	2,271,191
Projects and operations												
Program operations	9,349	2,466,572	6,959,476	-	-	-	-	-	191,074	2,128	144,523	241,891
Engineering	-	-	3,699,472	-	-	-	-	-	251,391	-	712,695	-
Construction	-	-	14,798,154	-	-	-	-	-	909,711	-	-	-
Design Build	-	-	47,141	-	-	-	-	-	-	-	-	-
Right of way/land	-	-	4,110,328	-	-	-	-	-	67,718	-	51,570	519,823
Operating and capital disbursements	26,113,602	-	4,353,580	8,175,000	-	78,487,451	23,894,915	1,875,599	-	-	-	-
Special studies	264,836	-	78,211	-	-	-	-	-	-	-	-	-
Local streets and roads	-	-	38,772,346	11,266,339	669,253	-	-	-	-	-	-	-
Regional arterials	-	-	-	4,888,739	-	-	-	-	-	-	-	-
Total projects and operations	26,387,787	2,466,572	72,818,708	24,330,078	669,253	78,487,451	23,894,915	1,875,599	1,419,894	2,128	908,788	761,714
Debt service												
Principal	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Total debt service	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	542,031	-	1,524,461	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures/Expenses	35,521,203	2,765,404	79,881,040	24,336,902	669,253	78,487,451	23,906,496	2,092,072	1,716,558	203,644	979,918	4,894,294
Excess revenues over (under)	(38,267,162)	(342,978)	73,995,835	9,009,485	19,700	15,381,789	(4,824,221)	625,407	17,736,463	(183,530)	(58,329)	520,033
Other financing sources/(uses)												
Transfer in	33,140,257	-	20,967,567	-	-	-	-	-	-	-	-	30,656,986
Transfer out	(582,700)	(165,500)	(64,067,557)	(376,600)	(29,600)	(22,733,173)	(3,100,400)	(78,600)	(3,749,431)	(16,500)	-	(763,100)
Total financing sources/(uses)	32,557,557	(165,500)	(43,099,990)	(376,600)	(29,600)	(22,733,173)	(3,100,400)	(78,600)	(3,749,431)	(16,500)	-	(763,100)
Net change in fund balances	(5,709,605)	(508,478)	30,895,845	8,632,885	(9,900)	(7,351,384)	(7,924,621)	546,807	13,987,032	(200,030)	(58,329)	(243,067)
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 March 31, 2023	\$ 30,078,905	\$ 11,918,965	\$ 410,336,036	\$ 92,976,425	\$ (9,900)	\$ 269,503,511	\$ 123,730,793	\$ 11,821,254	\$ 133,339,225	\$ 2,000,314	\$ (46,633)	\$ (247,000)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY BUDGET TO ACTUAL BY FUND
3RD QUARTER
FOR NINE MONTHS ENDED 3/31/2023

	ENTERPRISE FUND		CAPITAL PROJECTS FUNDS			
	15 EXPRESS LANES	91 EXPRESS LANES	COMMERCIAL PAPER	SALES TAX BONDS	DEBT SERVICE	COMBINED TOTAL
Revenues						
Sales tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 279,703,254
Federal reimbursements	-	-	-	-	1,406,066	1,401,767
State reimbursements	-	-	-	-	-	90,972,674
Local reimbursements	-	-	-	-	-	7,402,508
Transportation Uniform Mitigation Fee	-	-	-	-	-	18,041,231
Tolls, penalties, and fees	24,769,660	49,739,799	-	-	-	74,509,459
Other revenues	74,834	-	-	-	-	1,637,393
Investment income	965,904	2,292,106	674,499	569,418	441,097	14,470,472
Total revenues	25,810,398	52,031,905	674,499	569,418	1,847,163	488,138,758
Expenditures/Expenses						
Salaries and benefits	385,229	744,918	-	-	-	9,529,560
Professional and support						
Professional services	328,195	721,576	-	-	-	7,906,090
Support costs	1,852,025	2,230,715	-	-	-	8,415,175
Total Professional and support costs	2,180,220	2,952,291	-	-	-	16,321,265
Projects and operations						
Program operations	4,525,347	1,780,848	-	-	-	16,806,281
Engineering	-	-	-	-	-	6,565,584
Construction	-	15,292,034	-	-	-	113,773,186
Design Build	-	4,206,400	-	-	-	39,943,626
Right of way/land	-	-	-	-	-	6,725,021
Operating and capital disbursements	-	-	-	-	-	142,900,147
Special studies	-	-	-	-	-	343,047
Local streets and roads	-	-	-	-	-	50,707,938
Regional arterials	-	-	-	-	-	4,888,739
Total projects and operations	4,525,347	21,279,282	-	-	-	382,653,569
Debt service						
Principal	-	-	-	-	-	-
Interest	3,251,058	18,451,244	-	-	19,075,144	40,777,446
Total debt service	3,251,058	18,451,244	-	-	19,075,144	40,777,446
Capital outlay	195	195	-	-	-	2,066,882
Depreciation	9,535,147	3,080,326	-	-	-	12,615,473
Total Expenditures/Expenses	19,877,196	46,508,256	-	-	19,075,144	463,964,195
Excess revenues over (under)	5,933,202	5,523,649	674,499	569,418	(17,227,981)	24,174,563
Other financing sources/(uses)						
Transfer in	177,117	43	-	-	52,166,466	137,108,436
Transfer out	(259,643)	(31,957,186)	-	(7,822,380)	(1,406,066)	(137,108,436)
Total financing sources/(uses)	(82,526)	(31,957,143)	-	(7,822,380)	50,760,400	-
Net change in fund balances	5,850,676	(26,433,494)	674,499	(7,252,962)	33,532,419	24,174,563
Fund balance July 1, 2022	249,642,077	(290,512,183)	15,043,286	25,576,707	11,067,296	1,063,776,100
Fund balance March 31, 2023	\$ 255,492,753	\$ (316,945,677)	\$ 15,717,785	\$ 18,323,745	\$ 44,599,715	\$ 1,087,950,663

AGENDA ITEM 6E

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Riverside County Transportation Commission
FROM:	Matt Wallace, Deputy Director of Financial Administration
THROUGH:	Sergio Vidal, Chief Financial Officer
SUBJECT:	Quarterly Sales Tax Analysis

AND STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission to take the following action(s):

- 1) Receive and file the sales tax analysis for the Quarter 4, 2022 (4Q 2022).

BACKGROUND INFORMATION:

At its May 2023 meeting, the Commission awarded an agreement with MuniServices, LLC (MuniServices), an Avenu Company, for quarterly sales tax reporting services plus additional fees contingent on additional sales tax revenues generated from the transactions and use tax (sales tax) audit services. The services performed under this agreement pertain to only the Measure A sales tax revenues.

Since the commencement of these services, MuniServices submitted audits, which reported findings and submitted to the California Department of Tax and Fee Administration (CDTFA), for review and determination of errors in sales tax reporting related to 1,616 businesses. Through 3Q 2022, the CDTFA approved \$16,177,301 of cumulative sales tax revenues recovered for the Commission. If CDTFA concurs with the error(s) for the remaining claims, the Commission will receive additional revenues; however, the magnitude of the value of the remaining findings was not available. It is important to note that while the recoveries of additional revenues will be tangible, it will not be sufficient to alter the overall trend of sales tax revenues.

MuniServices provided the Commission with the Quarterly Sales Tax Digest Summary report for 4Q 2022. Most of the 4Q 2022 Measure A sales tax revenues were received in the fourth quarter of calendar year 2022, during December 2022 through February 2022, due to a lag in the sales tax calendar. The summary section of the 4Q 2022 report is attached and includes an overview of California's economic outlook, local results, historical cash collections analysis by quarter, top 25 sales/use tax contributors, historical sales tax amounts, annual sales tax by business category, and five-year economic trend (general retail).

Taxable transactions for the top 25 contributors in Riverside County generated 26.67 percent of taxable sales for the benchmark year ended 4Q 2022, slightly less than the benchmark year ended

4Q 2021 at 26.70 percent. The top 100 tax contributors generated 40.5 percent for the benchmark year ended 4Q 2022, comparable to the 40.4 percent for the benchmark year ended 4Q 2021.

The Economic Category Analysis below shows 4Q 2022 benchmark year compared to 4Q 2021 benchmark year.

ECONOMIC CATEGORY ANALYSIS									
% of Total / % Change	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
General Retail	28.5 / 2.8	27.8 / -0.7	26.7 / 9.4	34.4 / 8.6	23.4 / -18.7	27.9 / 1.9	36.3 / -1.8	26.2 / 2.4	25.5 / -23.4
Food Products	16.2 / 11.5	20.0 / 4.9	20.3 / 12.5	17.5 / 3.9	20.5 / -12.9	15.9 / 9.4	14.2 / 4.6	22.3 / 9.5	17.6 / -7.7
Transportation	24.3 / 10.0	24.9 / 6.2	25.4 / 12.8	24.0 / 4.0	21.4 / -15.8	27.5 / 5.6	23.2 / 6.1	25.8 / 10.5	30.4 / -6.2
Construction	11.3 / 18.0	10.1 / -0.5	8.4 / 6.2	13.3 / 9.9	11.1 / -16.3	13.3 / 7.1	10.4 / 2.5	8.6 / -0.2	14.9 / -11.6
Business to Business	15.7 / 15.2	16.2 / 1.7	18.3 / 12.8	10.2 / 8.0	22.5 / -14.4	14.4 / 12.4	15.2 / 10.9	15.9 / 4.2	10.8 / -1.2
Miscellaneous	4.0 / 6.9	1.0 / -1.7	0.9 / 13.4	0.6 / -5.3	1.1 / -24.9	1.0 / -4.2	0.8 / 12.4	1.1 / 3.9	0.9 / -11.7
Total	100.0 / 9.5	100.0 / 2.5	100.0 / 11.2	100.0 / 6.7	100.0 / -15.8	100.0 / 6.1	100.0 / 3.2	100.0 / 6.0	100.0 / -11.9

General Retail: Apparel Stores, Department Stores, Furniture/Appliances, Drug Stores, Recreation Products, Florist/Nursery, and Misc. Retail

Food Products: Restaurants, Food Markets, Liquor Stores, and Food Processing Equipment

Construction: Building Materials Retail and Building Materials Wholesale

Transportation: Auto Parts/Repair, Auto Sales - New, Auto Sales - Used, Service Stations, and Misc. Vehicle Sales

Business to Business: Office Equip., Electronic Equip., Business Services, Energy Sales, Chemical Products, Heavy Industry, Light Industry, Leasing, Biotechnology, I.T. Infrastructure, and Green Energy

Miscellaneous: Health & Government, Miscellaneous Other, and Closed Account Adjustments

An analysis of sales tax performance through 4Q 2022 is attached and illustrates consistent cycles for sales tax performance for most of the economic categories since 2Q 2017, apart from COVID-19 impacts for some categories.

For the top 10 economic segments (miscellaneous retail, auto sales – new, restaurants, department stores, service stations, building materials – wholesale, food markets, heavy industry, building materials – retail, and apparel stores) during the past eight benchmark year quarters, sales tax reached a new high point in 4Q 2022. The economic segments represent 73.8 percent of the total sales tax receipts. For the remaining 21 economic segments representing 26.2 percent of total sales tax receipts, 11 economic segments representing 16.8 percent of total sales tax receipts reached new high points in the benchmark year 4Q 2022.

In the Economic Segment Analysis below, miscellaneous retail, which includes online retailers, is RCTC's largest economic segment, followed by auto sales – new and restaurants. Since the benchmark year 4Q 2015, each of these segments has realized significant sales tax growth. Miscellaneous retail has increased 174 percent, auto sales – new has increased 67 percent, and the restaurant segment has increased 60 percent when comparing benchmark year 4Q 2015 to benchmark year 4Q 2022. The increase related to online sales was largely as a result of the recent legislation to tax online sales along with general consumer spending shifting from brick and mortars to online.

As noted, auto sales-new and restaurants have also experienced increases since 3Q 2015 due to general price increases (inflation) and improved consumer demand.

ECONOMIC SEGMENT ANALYSIS									
	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
Largest Segment	Miscellaneous Retail	Restaurants	Restaurants	Miscellaneous Retail	Restaurants	Auto Sales - New	Miscellaneous Retail	Restaurants	Service Stations
% of Total / % Change	11.6 / 5.2	14.1 / 8.4	14.8 / 16.4	17.3 / 21.7	14.6 / -8.4	11.2 / 1.2	13.4 / 0.5	16.2 / 13.6	12.1 / 13.5
2nd Largest Segment	Auto Sales - New	Auto Sales - New	Auto Sales - New	Restaurants	Auto Sales - New	Restaurants	Department Stores	Auto Sales - New	Auto Sales - New
% of Total / % Change	11.5 / 9.0	11.6 / 1.4	14.3 / 12.8	10.7 / 6.8	10.2 / -22.8	10.8 / 11.4	11.1 / 2.2	13.1 / 8.7	11.1 / -18.3
3rd Largest Segment	Restaurants	Miscellaneous Retail	Department Stores	Auto Sales - New	Department Stores	Miscellaneous Retail	Restaurants	Department Stores	Restaurants
% of Total / % Change	10.2 / 12.8	9.1 / 4.3	8.5 / 9.7	10.3 / -3.0	8.0 / -8.1	10.5 / 2.4	9.3 / 5.0	8.1 / 3.0	11.1 / -6.6

Information regarding sales tax comparison by city and change in economic segments (two highest gains and two highest declines) for 4Q 2022 to 4Q 2021 is attached.

Staff will monitor sales tax receipts and other available economic data to determine the need for any adjustments to the revenue projections. Staff will utilize the forecast scenarios with the complete report and receipt trends in assessing such projections.

FISCAL IMPACT:

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

Attachments:

- 1) Sales Tax Digest Summary 4Q 2022
- 2) Sales Tax Performance Analysis by Quarter 4Q 2022
- 3) Quarterly Sales Tax Comparison by City for 4Q 2022 to 4Q 2021

Riverside County Transportation Commission Sales Tax Digest Summary

ATTACHMENT 1

Collections through February 2023 Sales through December 2022 (2022Q4)

CALIFORNIA'S ECONOMIC OUTLOOK

California sales tax receipts increased by 3.1% over the same quarter from the previous year, with Northern California reporting a 3.2% increase compared to a 3.0% increase for Southern California. Receipts for the RCTC increased by 3.4% over the same periods.

Real Gross Domestic Product (GDP) increased at an annual rate of 2.7% in the fourth quarter of 2022. U.S. inflation decelerated slightly to 7.1% in November of 2022, while California's headline inflation was 5.9% year over year as of November of 2022. California's headline inflation improved 160 basis points from last quarter's annual inflation rate of 7.5%. (DIR, BEA, BLS, December Finance Bulletin)

The U.S. unemployment rate remained unchanged at 3.7% from October 2022 to November of 2022. California's unemployment rate increased slightly to 4.1% in November of 2022, 0.1 percentage point higher than October of 2022 rate of 4.0%. (BLS, December Finance Bulletin)

U.S. personal income increased by 5.6% for the fourth quarter of 2022, compared to same quarter previous year. Personal consumption and expenditures increased by 7.5%, resulting in a 43.5% decrease in US personal savings for the fourth quarter of 2022, compared to same quarter previous year. (BEA)

LOCAL RESULTS

Net Cash Receipts Analysis

Local Collections	\$76,366,518
Less: Cost of Administration	\$(661,620)
Net 4Q2022 Receipts	\$75,704,898
Net 4Q2021 Receipts	\$73,185,544
Actual Percentage Change	3.4%

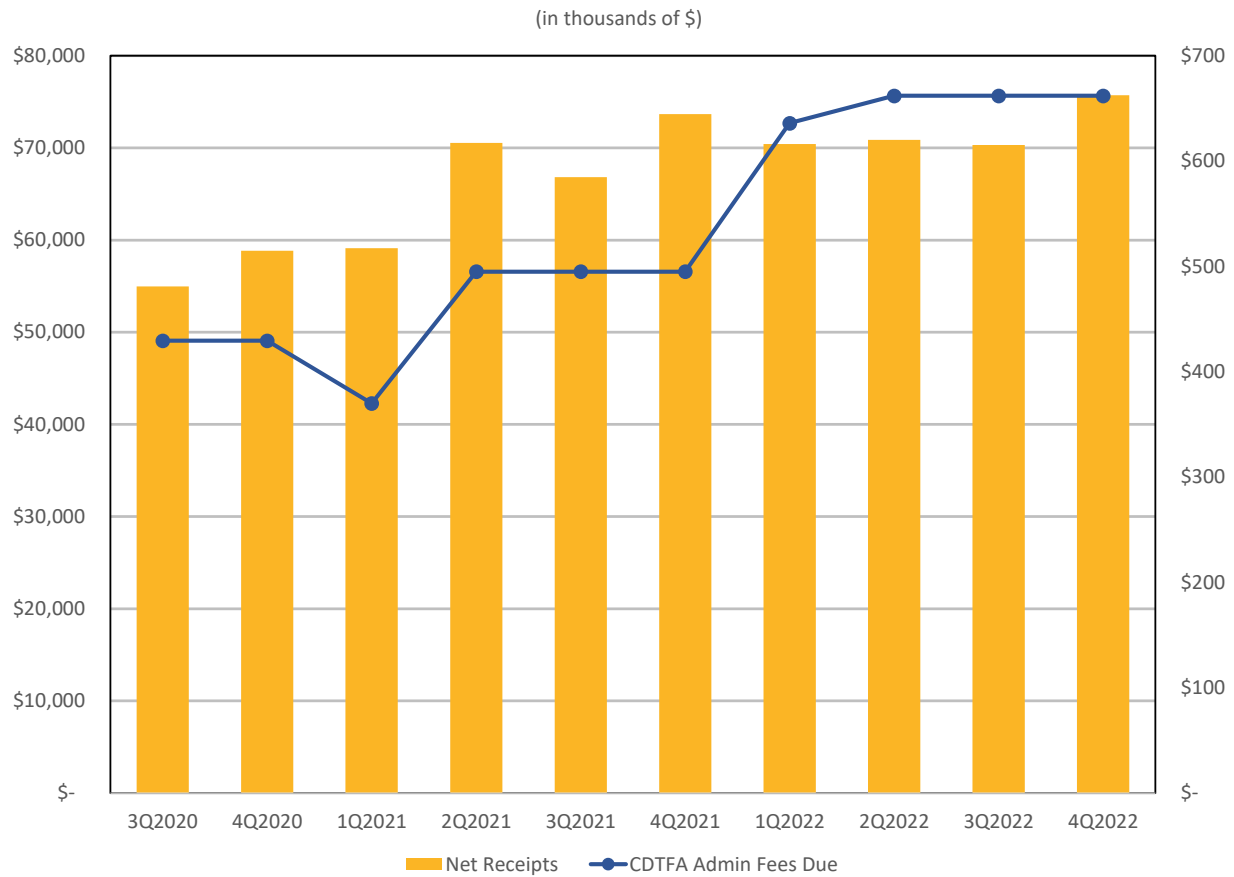
Business Activity Performance Analysis

Local Collections – Economic Basis 4Q2022	\$75,816,556
Local Collections – Economic Basis 4Q2021	\$72,413,556
Quarter over Quarter Change	\$3,402,990
Quarter over Quarter Percentage Change	4.7%

Avenu Insights & Analytics' On-Going Audit Results

Total Recovered Since Inception	\$16,177,301
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HISTORICAL CASH COLLECTIONS ANALYSIS BY QUARTER



TOP 25 SALES/USE TAX CONTRIBUTORS

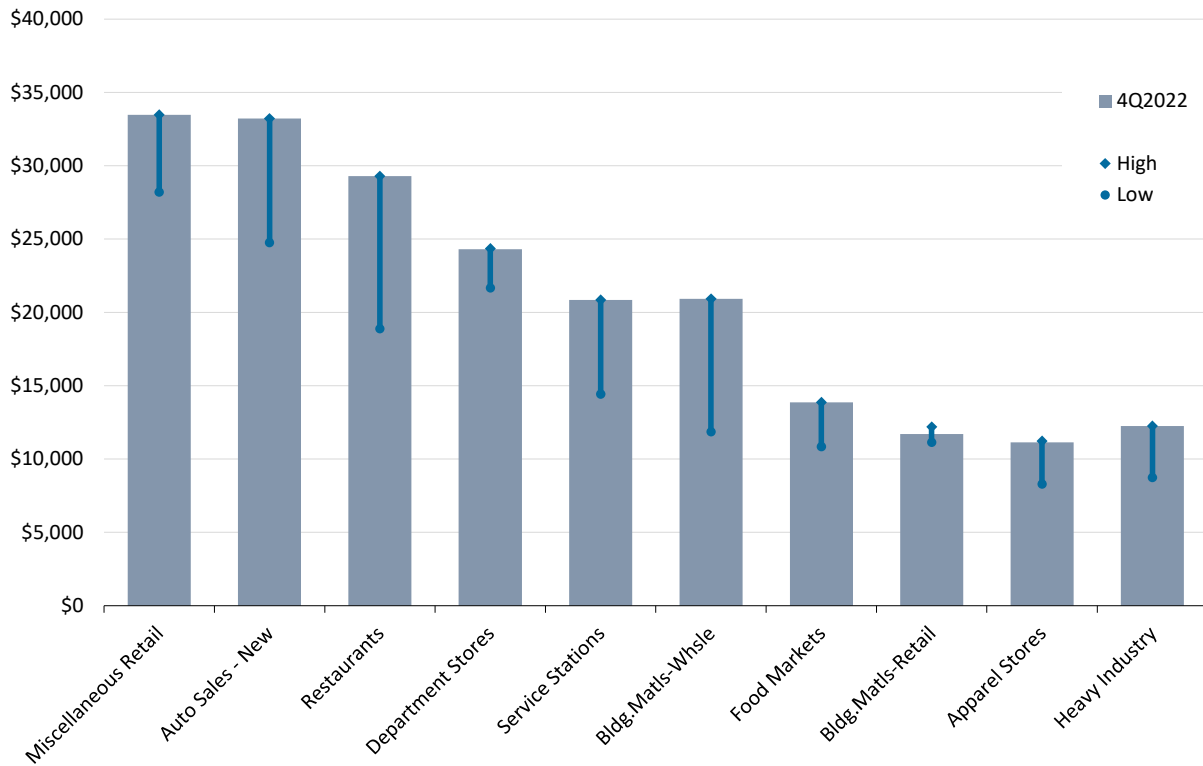
The following list identifies RCTC's Top 25 Sales/Use Tax contributors. The list is in alphabetical order and represents sales from January 2022 to December of 2022. The Top 25 Sales/Use Tax contributors generate 26.7% of RCTC's total sales and use tax revenue.

7-ELEVEN FOOD STORES	MCDONALD'S RESTAURANTS
AMAZON.COM – EC	PILOT TRAVEL CENTER
AMAZON.COM SERVICES – EC	RALPH'S GROCERY COMPANY
ARCO AM/PM MINI MARTS	ROSS STORES
BEST BUY STORES	SAM'S CLUB
CARMAX AUTO SUPERSTORES	SHELL SERVICE STATIONS
CED LIGHTING SOLUTIONS	STATER BROS MARKETS
CHEVRON SERVICE STATIONS	TARGET STORES
CIRCLE K FOOD STORES	TESLA
COSTCO WHOLESALE	UNION 76 SERVICE STATIONS
DEPARTMENT OF MOTOR VEHICLES	VERIZON WIRELESS
HOME DEPOT	WAL MART STORES
LOWE'S HOME CENTERS	

* "- EC" added to the end of business names represent electronic commerce.

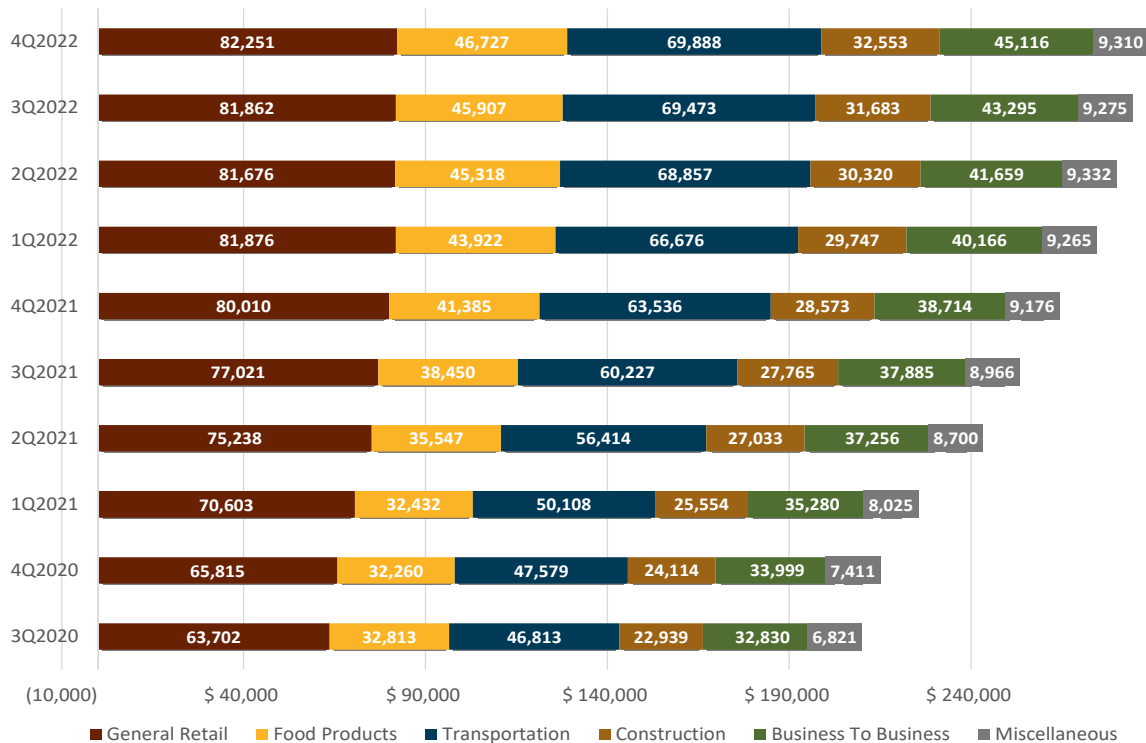
HISTORICAL SALES TAX AMOUNTS

The following chart shows the sales tax level from annual sales through December of 2022, the highs, and the lows for the top ten segments over the last two years in thousands of \$.

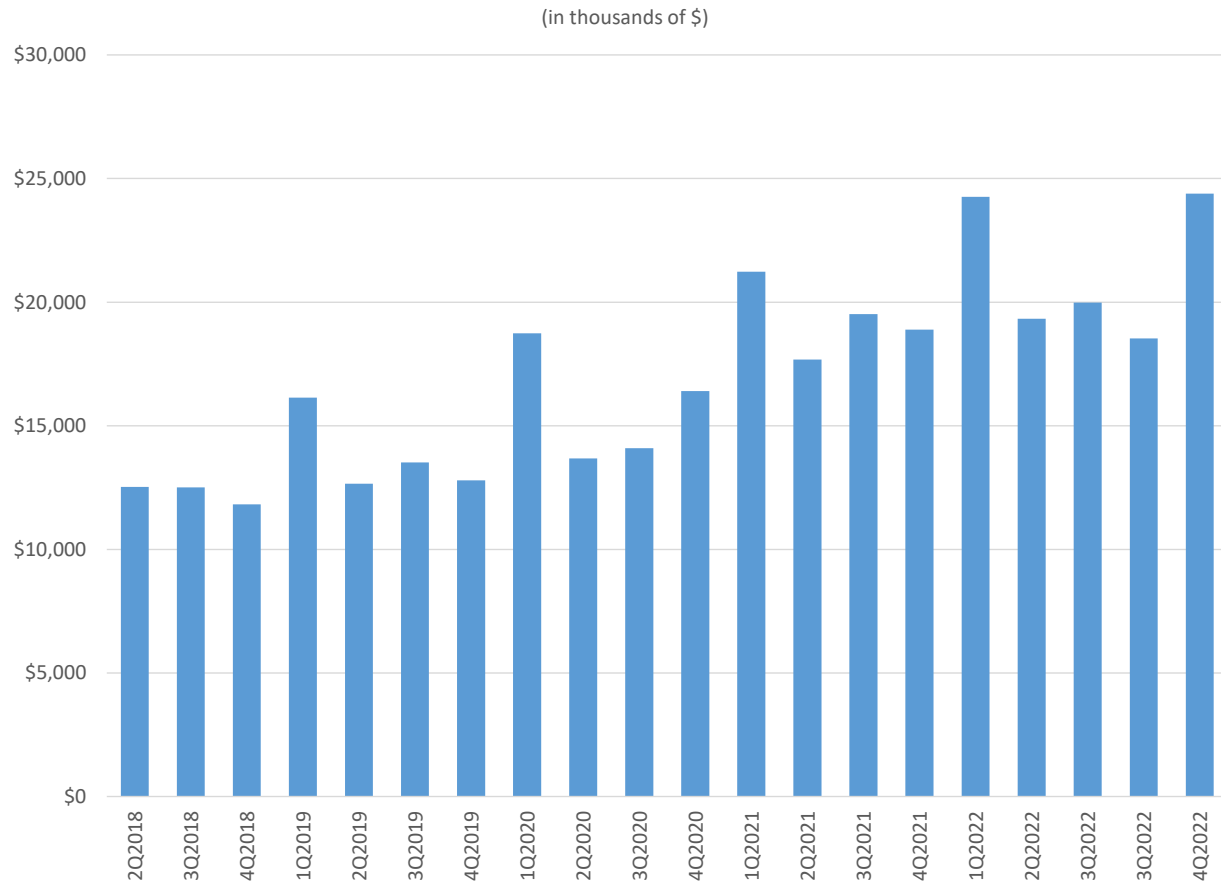


ANNUAL SALES TAX BY BUSINESS CATEGORY

(in thousands of \$)



FIVE-YEAR ECONOMIC TREND: General Retail

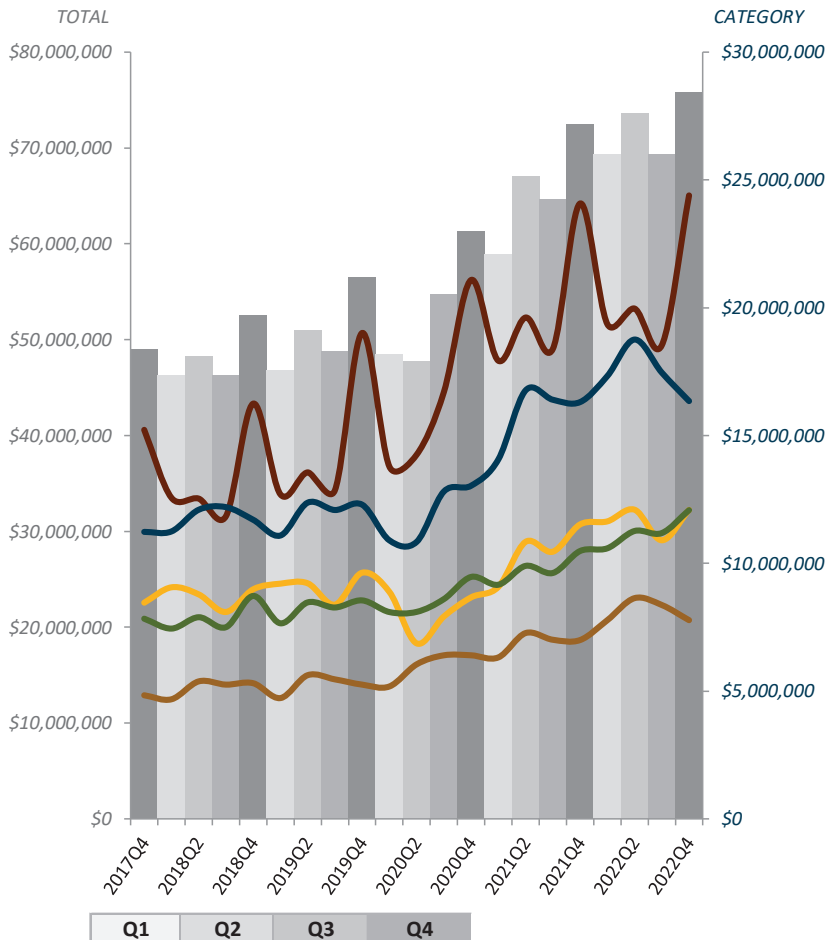


RCTC: Sales Tax Performance Analysis by Quarter

TOTAL

Confidential

Economic



TOTAL

2022Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$75,816,556	4.7%	\$3,402,990	9.5%	\$25,091,141

GENERAL RETAIL

2022Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$24,394,128	1.3%	\$315,671	2.8%	\$2,241,728
% of 2022Q4 Total:		32.2%		

FOOD PRODUCTS

2022Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$12,088,791	4.9%	\$567,989	11.5%	\$4,836,905
% of Total:		15.9%		

TRANSPORTATION

2022Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$16,346,211	0.2%	\$38,780	10.0%	\$6,351,998
% of Total:		21.6%		

CONSTRUCTION

2022Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$7,774,174	11.1%	\$777,661	18.0%	\$4,960,866
% of Total:		10.3%		

BUSINESS TO BUSINESS

2022Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$12,081,723	15.3%	\$1,601,476	15.2%	\$5,954,427
% of Total:		15.9%		

QoQ = 22Q4 / 21Q4

YoY = YE 22Q4 / YE 21Q4

RCTC: Quarterly Comparison of 2021Q4 and 2022Q4 (October through December Sales)

	General Retail	Food Products	Transportation	Construction	Business To Bus	Miscellaneous	Oct - Dec 2022 (2022Q4)	Oct - Dec 2021 (2021Q4)	% Chg	Gain	Gain	Decline	Decline
RIVERSIDE COUNTY													
BANNING	9.6%	5.0%	-10.6%	35.3%	26.8%	-54.8%	793,379	801,729	-1.0%	Miscellaneous Retail	Heavy Industry	Misc. Vehicle Sales	Auto Sales - New
BEAUMONT	3.1%	-0.2%	11.7%	-0.9%	-32.1%	-56.4%	6,704,137	6,527,140	2.7%	Miscellaneous Retail	Service Stations	Light Industry	Furniture/Appliance
BLYTHE	-3.1%	10.4%	5.3%	9.6%	18.2%	-24.3%	439,342	411,416	6.8%	Restaurants	Auto Sales - New	Service Stations	Miscellaneous Retail
CALIMESA	10.2%	15.0%	36.6%	12.2%	76.3%	-85.1%	375,246	298,173	25.8%	Service Stations	Restaurants	Office Equipment	Miscellaneous Other
CANYON LAKE	15.1%	-5.9%	8.0%	-91.4%	-24.2%	-55.4%	76,600	78,165	-2.0%	Miscellaneous Retail	Service Stations	Restaurants	Bldg.Matls-Whsle
CATHEDRAL CITY	-3.7%	3.2%	1.4%	2.0%	24.7%	1.8%	3,025,651	2,937,754	3.0%	Auto Sales - New	Energy Sales	Misc. Vehicle Sales	Service Stations
COACHELLA	10.7%	6.6%	2.3%	35.6%	-25.9%	-35.1%	1,110,274	1,083,038	2.5%	Restaurants	Florist/Nursery	Energy Sales	Miscellaneous Retail
CORONA	41.9%	4.7%	10.6%	16.1%	32.3%	5.6%	13,180,612	10,865,088	21.3%	Miscellaneous Retail	Bldg.Matls-Whsle	Furniture/Appliance	Heavy Industry
COUNTY OF RIVERSIDE	-10.5%	2.5%	2.2%	7.2%	17.9%	8.9%	11,572,913	11,472,965	0.9%	Heavy Industry	Leasing	Department Stores	Misc. Vehicle Sales
DESERT HOT SPRINGS	-29.3%	4.6%	6.8%	-9.8%	-3.2%	15.3%	516,470	537,847	-4.0%	Service Stations	Food Markets	Miscellaneous Retail	Bldg.Matls-Whsle
EASTVALE	8.1%	6.4%	21.2%	6.7%	26.0%	4.5%	11,256,853	10,388,663	8.4%	Miscellaneous Retail	Department Stores	Furniture/Appliance	Business Services
HEMET	-3.5%	6.0%	-1.2%	0.7%	-6.2%	18.0%	3,605,316	3,620,912	-0.4%	Restaurants	Service Stations	Auto Sales - New	Department Stores
INDIAN WELLS	-6.5%	6.8%	0.0%	-41.0%	486.2%	5648.9%	459,902	357,011	28.8%	Miscellaneous Other	Restaurants	Miscellaneous Retail	Recreation Products
INDIO	-3.1%	11.2%	6.1%	11.1%	7.3%	20.8%	3,704,858	3,494,470	6.0%	Bldg.Matls-Whsle	Food Markets	Furniture/Appliance	Leasing
JURUPA VALLEY	-3.7%	-0.9%	-28.6%	2.0%	33.9%	-14.3%	5,196,474	5,335,582	-2.6%	Light Industry	Service Stations	Auto Parts/Repair	Department Stores
LA QUINTA	0.3%	6.3%	-5.3%	1.6%	16.5%	-0.1%	3,066,213	3,009,276	1.9%	Department Stores	Restaurants	Miscellaneous Retail	Furniture/Appliance
LAKE ELSINORE	-7.9%	6.7%	-8.8%	2.1%	47.8%	-4.3%	3,474,141	3,477,805	-0.1%	Heavy Industry	Restaurants	Auto Sales - New	Drug Stores
MENIFEE	5.6%	-2.7%	10.3%	-16.1%	10.2%	26.8%	2,639,239	2,585,050	2.1%	Service Stations	Restaurants	Food Markets	Bldg.Matls-Retail
MORENO VALLEY	1.6%	-0.1%	3.9%	6.5%	27.5%	-1.4%	8,866,778	8,539,029	3.8%	Heavy Industry	Service Stations	Food Markets	Apparel Stores
MURRIETA	36.3%	1.6%	-7.6%	4.9%	-10.9%	-25.0%	6,060,548	5,560,224	9.0%	Department Stores	Bldg.Matls-Whsle	Auto Sales - Used	Recreation Products
NORCO	-1.0%	-3.7%	-4.0%	33.7%	-5.6%	3.7%	2,343,293	2,368,406	-1.1%	Auto Sales - New	Bldg.Matls-Whsle	Auto Sales - Used	Restaurants
PALM DESERT	-0.3%	5.2%	-24.6%	6.7%	-7.6%	30.9%	6,315,881	6,359,077	-0.7%	Restaurants	Department Stores	Auto Sales - Used	Miscellaneous Retail
PALM SPRINGS	-2.4%	6.0%	14.4%	7.0%	-2.9%	-41.7%	4,728,167	4,537,913	4.2%	Auto Sales - New	Restaurants	Leasing	Drug Stores
PERRIS	15.9%	-6.5%	0.5%	-4.9%	68.9%	-33.7%	6,243,772	5,710,259	9.3%	Miscellaneous Retail	Business Services	Food Markets	Bldg.Matls-Whsle
RANCHO MIRAGE	-5.7%	11.7%	17.9%	3.3%	0.3%	5.1%	1,746,251	1,639,550	6.5%	Auto Sales - New	Restaurants	Miscellaneous Retail	Leasing
RIVERSIDE	6.1%	0.3%	3.3%	18.3%	-3.1%	-18.8%	19,740,406	18,978,798	4.0%	Bldg.Matls-Whsle	Department Stores	Auto Sales - Used	Leasing
SAN JACINTO	-2.3%	27.0%	4.6%	-0.9%	-24.3%	-27.2%	1,066,961	991,904	7.6%	Food Markets	Service Stations	Miscellaneous Retail	Heavy Industry
TEMECULA	-1.5%	0.0%	5.5%	5.9%	3.5%	-17.5%	11,209,714	10,993,019	2.0%	Auto Sales - New	Light Industry	Department Stores	Food Markets
WILDOMAR	28.0%	0.1%	2.1%	33.5%	11.4%	-12.6%	663,020	615,906	7.6%	Drug Stores	Bldg.Matls-Whsle	Food Markets	Furniture/Appliance

AGENDA ITEM 6F

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Megan Kavand, Senior Financial Analyst
THROUGH:	Sergio Vidal, Chief Financial Officer
SUBJECT:	Monthly Investment Report

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file the Monthly Investment Report for the month ended April 30, 2023.

BACKGROUND INFORMATION:

The Commission's 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 subsequent to 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 monthly investment report for April 2023, 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 April 30, 2023, the Commission's cash and investments were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS ¹
Operating	\$ 809,709,338
Trust	281,714,262
Commission-managed	205,239,203
STAMP for 91 CIP	57,757,768
STAMP for 2017 Financing	31,099,929
Total	\$ 1,385,520,500
Note: ¹ Unreconciled and unaudited	

As of April 30, 2023, the Commission's cash and investments are in compliance with both the Commission's investment policy adopted on December 14, 2022, 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.

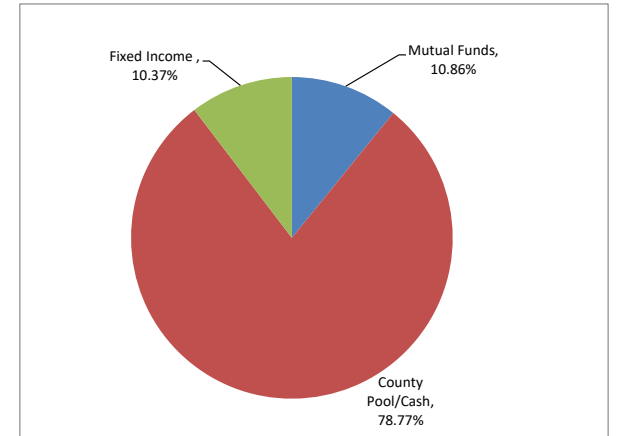
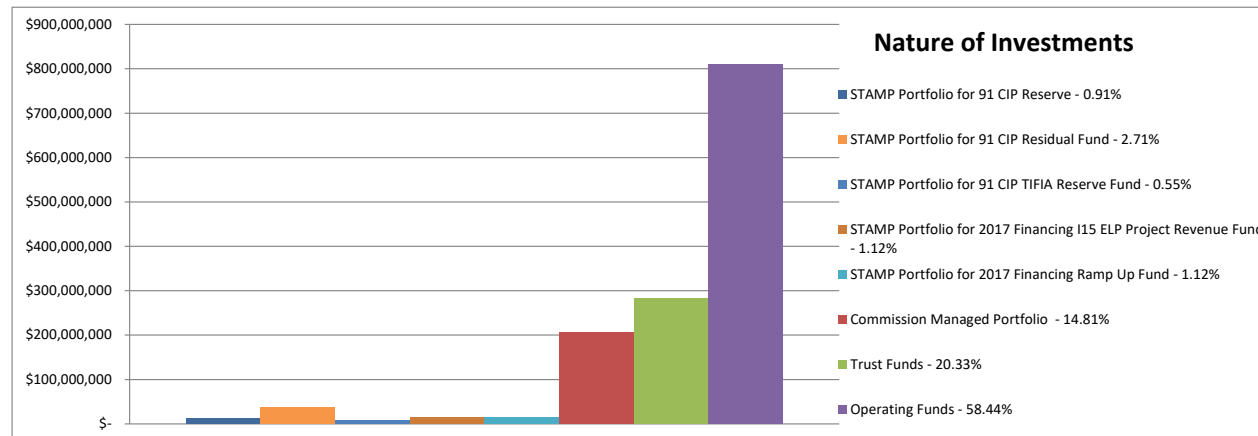
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: April 30, 2023

	STATEMENT BALANCE ¹	FINANCIAL INSTITUTION	STATEMENTS	RATING MOODY'S / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	9,419,961	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	800,289,377	County Treasurer	Available upon request					Available upon request				
Subtotal Operating Funds	809,709,338											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	281,714,262	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	281,714,262											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	54,771,555	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	150,467,648	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	205,239,203											
STAMP PORTFOLIO for 91 CIP												
2013 Series A & Series B Reserve Fund	12,600,456	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	37,562,238	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	7,595,074	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 91 CIP	57,757,768											
STAMP PORTFOLIO for 2017 Financing												
Sales Tax I15 ELP Project Revenue Fund	15,570,407	US Bank	Available upon request					Available upon request				
Ramp Up Fund	15,529,522	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 2017 Financing	31,099,929											
TOTAL All Cash and Investments	\$ 1,385,520,500											

Notes:

¹ Unreconciled and unaudited



AGENDA ITEM 6G

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Martha Masters, Senior Management Analyst Jenny Chan, Planning and Programming Manager
THROUGH:	Jillian Guizado, Planning and Programming Director
SUBJECT:	Fiscal Year 2023/24 Annual Local Transportation Fund Planning Allocations to Western Riverside Council of Governments and Coachella Valley Association of Governments

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve an allocation of Local Transportation Fund (LTF) funds for planning in the amount of \$1,278,750 for Western Riverside Council of Governments (WRCOG) and \$697,500 for Coachella Valley Association of Governments (CVAG) for efforts identified in each agency's Fiscal Year 2023/24 LTF Program Objectives/Work Plan (Work Plan) that supports transportation planning programs and functions that are consistent with regional and subregional plans, programs, and requirements.

BACKGROUND INFORMATION:

The LTF established in state law by the Transportation Development Act (TDA) is funded through a quarter of one cent of the state's 7.25 percent sales tax (based on point of sale and returned to source). LTF funds are used to fund transportation planning, operations, and capital projects. The action requested at this time is specifically to allocate the planning funds to the two councils of governments, WRCOG and CVAG. Other LTF allocations, such as those for transit and rail operations and capital projects are typically considered by the Commission in June of each year. Bicycle and pedestrian facilities are also funded by LTF and are part of the biennial SB 821 Call for Projects.

The LTF funding is distributed by the California Department of Tax and Fee Administration to counties on a pro rata basis, pursuant to Section 99233.2 of the TDA, providing up to 3 percent of annual revenues to fund transportation planning and programming efforts. The Commission, as the regional transportation planning agency, is legally responsible for apportioning the LTF funds. Based on the projected FY 2023/24 revenues of \$155 million, 3 percent of the projected revenue, or \$4.6 million, is for planning and programming. By statute, the TDA also requires one half of these LTF funds, or \$2.3 million, be allocated for planning activities within the Western

Riverside County and the Coachella Valley areas, as determined by the Commission. The distribution formula, as confirmed by the Commission in October 2014, is as follows:

Planning Agency	Percentage	Apportionment/Allocation
RCTC	15	\$348,750
CVAG	30	697,500
WRCOG	55	1,278,750
Total	100	\$2,325,000

WRCOG and CVAG submitted their respective FY 2023/24 Work Plans in accordance with existing guidelines.

WRCOG's Work Plan is divided into two program areas and includes the following activities:

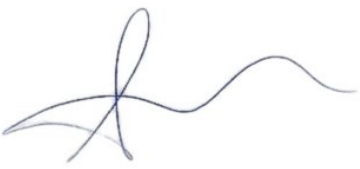
- 1) Planning Programs – including, but not limited, to:
 - Vehicle Miles Traveled Mitigation Assistance
 - Riverside County Transportation Analysis Model Maintenance and Updates
 - 2024 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Support
 - Geographic Information System/Modeling Services
 - Grant Writing Assistance Program
 - Research on travel and technology on the transportation system
 - Analysis of Residential Trip Generation
 - Transportation-related climate hazards and climate adaptation analyses and planning for the WRCOG subregion
 - Smart Cities and Alternative Fuel Vehicle Development and Air Quality Activities
- 2) Regional Transportation Programs
 - Transportation Uniform Mitigation Fee (TUMF) Program
 - Riverside County Transportation Commission Programs

CVAG's Work Plan consists of nine program areas:

- 1) Project Management and Contract Administration;
- 2) Regional Coordination of Programs;
- 3) CV Link;
- 4) CV Sync;
- 5) Arts and Music Line;
- 6) Planning for Future Transportation Needs;
- 7) TUMF Program Implementation;
- 8) Congestion Management/Air Quality Programs; and
- 9) Seeking Funding.

Staff reviewed the Work Plans and found them to be consistent with the Commission’s overall transportation programming and planning objectives and recommends approval. In addition to the program areas and activities, the Work Plans also benefit the respective geographic regions and are consistent with subregional and regional plans, including SCAG’s RTP/SCS. WRCOG and CVAG, in conjunction with SCAG, are responsible for subregional planning efforts that implement and are in conformance with the RTP/SCS.

The allocation of planning for RCTC in the amount of \$348,750 has been included in the upcoming fiscal year 2023/24 budget. Planning allocation distributions totaling \$1,976,250 will be made to the referenced planning agencies for a total of \$2,325,000.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2023/24	Amount:	\$2,325,000
Source of Funds:	LTF			Budget Adjustment:	No
GL/Project Accounting No.:	106 65 86205				
Fiscal Procedures Approved:				Date:	05/11/2023

Attachments:

- 1) WRCOG FY 2023/24 LTF Program Objectives/Work Plan
- 2) CVAG FY 2023/24 LTF Program Objectives/Work Plan

Western Riverside Council of Governments (WRCOG)

Fiscal Year 2023/2024 Local Transportation Funds Program Objectives

The Work Plan for FY 2023/2024 is divided into two Program areas: 1) Planning Programs and 2) Regional Transportation Programs.

1. Planning Programs

Local Jurisdictions within WRCOG subregion
Southern California Association of Governments (SCAG)
California Air Resources Board
South Coast Air Quality Management District (SCAQMD)
California Association of Councils of Governments (CALCOG)

Planning:

This program includes staff time to develop and work on 12 main projects/program areas. These are listed below and include a brief description.

A. Continue to assist jurisdictions with Vehicle Miles Traveled (VMT) Mitigation

WRCOG conducted a SB 743 Implementation Study that assisted stakeholders' transition from utilizing level of service methodology for mitigation impacts to vehicle miles traveled. WRCOG will continue to assist jurisdictions, upon request, as VMT implementation progresses in identifying the necessary steps to implement SB 743 and as jurisdictions begin to receive questions from stakeholders and work through the approval process for a development project with VMT as the transportation analysis metric. The majority of time spent on this project area will be focused on the development of a potential regional VMT Mitigation Program. This Program will conduct due diligence at the feasibility of a regional Mitigation Program to provide options for local jurisdictions to mitigate VMT impacts as a result of project development. This due diligence will include development of a potential framework of the Program and Program structure, administration and operations. This due diligence will be shared at working group meetings that consist of RCTC, RTA and local jurisdictions. These meetings are utilized to gather input and discuss options for the potential Program. Participation in a potential Program will be on a voluntary basis.

B. Maintain and update the Riverside County Transportation Analysis Model (RIVCOM)

RIVCOM is the transportation analysis model completed in June 2021 that provides socio-economic forecasts to reflect SCAG's adopted growth forecasts, updated roadway network and utilizes data from SCAG's most recent Regional

Travel Model to ensure consistency. This model is utilized by jurisdictions and consultants to produce roadway forecasts and other units of measurements, such as Vehicle Miles Traveled, needed for analyses. WRCOG will ensure that the model is disseminated to the appropriate parties in a timely fashion. Updates to the model will also be conducted based on new data becoming available and feedback from the users to ensure the model accurately reflects existing and future conditions.

C. Support local jurisdictions on 2024 SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

Staff will continue to provide support to local jurisdictions as the SCAG 2024 RTP/SCS is developed. This will include support to local jurisdictions on socio-economic data (SED) forecasts on an as-needed basis to incorporate into the RTP/SCS. WRCOG will take a more active role with the development of the SED, as it is a vital component for the RIVCOM, which is heavily utilized by all jurisdictions in Western Riverside County. This active role will include acting as the point-of-contact to schedule meetings with each member agency and its staff to review the SED. WRCOG will also provide resources to the local jurisdictions with assistance in reviewing the preliminary growth forecasts to ensure the forecasts reflect the growth patterns of each local jurisdiction.

The assistance provided will ensure input from the WRCOG subregion is included in the long-range vision plan that aims to balance future mobility and housing needs with economic, environmental and public health goals. The RTP/SCS is vital for the subregion as it allows Riverside County Transportation Commission (RCTC) and its jurisdictions to qualify for federal funding towards transportation projects. The RTP/SCS is supported by a combination of transportation and land use strategies that help the region achieve state greenhouse gas emission reduction goals and federal Clean Air Act requirements, preserve open space areas, improve public health and roadway safety, support our vital goods movement industry and utilize resources more efficiently.

D. GIS/Modeling Services

WRCOG will provide GIS and transportation modeling services to member agencies of WRCOG. This service is meant to provide GIS/modeling capabilities and products to WRCOG member agencies on an as-needed basis, to enhance GIS/Transportation modeling at agencies currently managing their own systems, and to provide quick, inexpensive services to members without need for additional staff, consultants, software licensing, hardware needs. Possible services include General Plan amendments, traffic volume maps, traffic model scenarios for new development, project mapping, demographics, service area analysis, SB 743 implementation and assistance, an affordable housing pipeline tool and a GIS tool for opportunity sites.

E. Grant Writing Assistance Program

WRCOG established the Grant Writing Assistance Program to assist WRCOG member agencies in grant writing assistance on an as-needed basis. The

primary focus of this Program will be two-fold. First, WRCOG will prepare a bi-weekly summary of potential grant opportunities that are distributed to WRCOG member agencies and made available upon request. Second, WRCOG will provide technical assistance to WRCOG member agencies with the development of grant applications. WRCOG will limit the technical assistance to transportation and planning grant applications, such as the Active Transportation Program, Caltrans Sustainable Transportation Planning Grant Program and the SCAG Sustainable Communities Program.

F. Research on travel and technology and the impact on the transportation system

WRCOG will continue to conduct research on-behalf of jurisdictions in Western Riverside County, as requested, to help prepare and provide information on the various challenges faced in the subregion. Changes in demographics will have an effect on travel conditions. WRCOG will continue to conduct research on travel behavior, especially as it relates to the changing economy, travel pattern and automation in order to highlight potential challenges the subregion may face and the opportunities jurisdictions should strategically be in position to leverage. WRCOG will continue to work to ensure this information is disseminated to jurisdictions and stakeholders through its Committee structure and is presented at forums, conferences, and panels where suitable.

G. Assembly Bill 602 Implementation – Analysis of Residential Trip Generation

AB 602 requires a local agency that conducts an impact fee nexus study to either calculate a fee levied or imposed on a housing development project proportionately to the square footage of the proposed units, or make specified findings explaining why square footage should not be used to calculate the fees. The TUMF Program currently charges fees on a per unit basis. WRCOG will complete its analysis on the relationship between development impact fees, travel behavior and residential unit size to analyze whether charging fees on a unit size basis, compared to per unit, will cause an effect on all residential uses. WRCOG is proposing to assess the differing factors of the residential TUMF Program fee structure. The TUMF Program and fee structure is based on vehicular trip generation, so the study must assess vehicle trip generation. However, the study will also look at other potential factors that may affect travel behavior from residential land uses, such as price, demographic factors, location.

H. Research, agenda preparation, and staffing for WRCOG Planning Directors Committee

The research, agenda preparation, and staffing for the WRCOG Planning Directors Committee will support WRCOG member agencies to obtain information, access to research, and awareness of applicable grant opportunities, as well as foster discussions between WRCOG member jurisdictions regarding the latest challenges and opportunities facing the WRCOG subregion, in order to achieve more cost effective and efficient solutions to planning-related matters on a monthly basis.

I. Research, agenda preparation, and staffing for WRCOG Public Works Committee

The research, agenda preparation, and staffing for the WRCOG Public Works Committee will support WRCOG member agencies to obtain information, access to research, and awareness of applicable grant opportunities, as well as foster discussions between WRCOG member jurisdictions regarding the latest challenges and opportunities facing the WRCOG subregion, in order to achieve more cost effective and efficient solutions to public works or engineering-related matters on a monthly basis.

J. Outreach for WRCOG Programs and activities and engagement with WRCOG members, partner agencies, and stakeholders

Outreach for WRCOG Programs and activities and partner agencies will include assisting local jurisdictions and education institutions on the various WRCOG Programs and subregional challenges faced. Housing challenges the subregion faces are topics discussed at the various WRCOG Committees so staff will focus on topics and issues related to housing. This focus will include conducting outreach to the subregion's legislatures and their staff to provide updates on the housing challenges that local jurisdictions and agencies are facing. Outreach will continue for the WRCOG Public Service Fellowship, which encourages students to seek careers in public policy and local government by gaining meaningful, hands-on experience at WRCOG member agencies. In addition, staff will continue to promote and attend member jurisdiction/agency events throughout the year. WRCOG will continue to participate in meetings and working groups with SCAG and coordinate with SCAG on a regular basis. WRCOG will continue to act as a liaison for the subregion and to disseminate relevant information at the appropriate times to local jurisdictions.

K. Assistance to local jurisdictions on climate-related hazards and climate adaptation analyses and planning for the WRCOG subregion.

Continue overseeing studies and planning efforts to identify effects of climate change to the subregion and opportunities to mitigate these effects, particularly as it relates to transportation infrastructure. Grant funding to support climate-related activities is increasing and will become even more prominent as it is more of a focus for state and federal agencies; WRCOG will continue to assist local jurisdictions in attaining grant funding for these activities. Past WRCOG efforts, such as the risk assessments performed on a sample of vulnerable transportation assets in the subregion or identifying the needs of disadvantaged or vulnerable communities can be leveraged to attain the climate adaptation planning and implementation grant funding. The goal is to assist jurisdictions better plan for project prioritization and investment on the transportation system. Staff will also continue to participate in the Inland Southern California Climate Collaborative (ISC3). ISC3 is a diverse, cross-sectoral network of agencies, organizations, companies, and institutions working together to advance equitable solutions to create a resilient and thriving Inland Southern California in the face of climate related events.

L. Smart Cities and Alternative Fuel Vehicle Development, and Air Quality:

Activities include:

- a) Support the Western Riverside County Clean Cities Program that WRCOG has developed to assist jurisdictions in the purchase of alternative fuel vehicles and the development of the supporting infrastructure. Grant funding for alternative fuel vehicles and the development of infrastructure needed to support these vehicles is increasing and is becoming more of a focus for state and federal agencies. The goal is to ensure local jurisdictions are adequately supported to submit applications in order for the subregion to provide the necessary infrastructure for alternative fuel vehicles.
- b) Continued staff participation in SCAQMD activities, rule-making, funding opportunities, and the SCAQMD Air Quality Management Plan Advisory Group that will review and make recommendations regarding the development of future Air Quality Management Plans (AQMP).

2. Regional Transportation Programs

RCTC
 Riverside Transit Agency
 Caltrans
 SCAG
 CALCOG

This program includes staff time to develop and work on two main projects/program areas. These are listed below and include a brief description.

Transportation Uniform Mitigation Fee (TUMF) Program:

This Program includes staff time to administer the TUMF Program, which includes but is not limited to the following:

A. Program contract/agreement administration:

Review, coordinate, and finalize Reimbursement Agreements with member agencies for funding allocations based on five-year Zone Transportation Improvement Program (TIP).

B. Complete the TUMF Nexus Study

California Assembly Bill 1600 requires that all local agencies in California establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required. In accordance with this requirement, WRCOG plans to complete the analysis with the TUMF Program to ensure the adequacy of the developer impact fees and the projects included in the TUMF Network.

C. Public outreach/information:

Prepare the TUMF Annual Report detailing collections for fiscal year and projects being funded with collections. Develop Press Releases for the TUMF Program highlighting major milestones, groundbreakings, ribbon cuttings. Filming of groundbreakings and ribbon cuttings for TUMF funded projects. Develop and purchase of signage for TUMF funded projects.

D. TUMF Zone Transportation Improvement Program (TIP):

Preparation and approval of five-year Zone TIPs with programmed funding for delivery of TUMF projects. Convene meetings of the Zone at the request of member agencies for funding additions and adjustments. Review funding requests to ensure that allocations are within limits of the Nexus Study.

E. Preparation of annual adjustment for construction costs:

Per the TUMF Administrative Plan, annual review of the construction cost index adjustment to the TUMF for consideration by the WRCOG Executive Committee. Preparation of the adjustment to the TUMF Network and develop documents for review by the WRCOG Committee structure. If approved by the WRCOG Executive Committee, prepare TUMF Ordinance/Resolution for member agency approval and assist local jurisdictions and stakeholders with fee adjustment implementation.

F. Maintain TUMF payment portal:

WRCOG collects TUMF on behalf of agencies that have approved a TUMF Ordinance Amendment with the option to delegate fee collection responsibility to WRCOG. To provide efficient and effective calculation and collection of TUMF, WRCOG developed a portal for member agency staff to submit calculation requests and for developers to make payments that will require maintenance and revisions.

G. Work with developers on credit and reimbursement agreements:

Coordinate with member agencies Credit Agreements with developers to ensure all policies and procedures are in place prior to execution of agreements. If necessary, convene meetings with applicable stakeholders to memorialize eligible expenses, maximum allocations of the Nexus Study and reconciliation of projects costs.

H. Review available data for requests made by stakeholders regarding TUMF calculations:

At the request of a stakeholder, review available data specific to land uses that may generate trips that do not typically fall within the standard TUMF land uses.

RCTC Programs:

This Program includes staff time to administer and assist RCTC as it relates to transportation planning and air quality programs, which includes but is not limited to the following:

- a) Participation in TUMF Program tasks as needed to assist RCTC in the implementation of the Regional TUMF Program.
- b) Participate in evaluation committees as requested; outreach assistance with RCTC's Programs and goals, and other planning related tasks as determined in consultation with the RCTC Executive Director.

**CVAG
TRANSPORTATION
FISCAL YEAR 2023/2024
WORK PLAN**

Big Picture/ At A Glance

Improving the regional arterial network: Since 1989, CVAG has been responsible for regional transportation planning in the Coachella Valley, and plans for all people of all ages using many modes of transportation. CVAG works in cooperation with its member jurisdictions to develop and manage a progressive regional road program and congestion mitigation program, and some of its notable projects include the overhauling of six interchanges along the Interstate 10 Improvement Corridor. The priorities are regularly reviewed and encompassed in the Transportation Project Prioritization Study (TPPS) and the associated Regional Arterial Cost Estimate (RACE) and Active Transportation Plan (ATP). In recent months, CVAG has joined member jurisdictions in celebrating a number of project completions. In the upcoming fiscal year, CVAG's Transportation Department will continue to work with member jurisdictions to advance individual projects, including regional active transportation projects, as well as support efforts to secure outside funding for them in order to reduce the impact on regional and local resources.

Transportation Uniform Mitigation Fee (TUMF) program: The TUMF program began in fiscal year 1989/1990 as a way to generate additional funds required for necessary improvements to the regional transportation system. Local jurisdictions may choose not to collect TUMF, however, jurisdictions not collecting TUMF forfeit their share of local Measure A funds to the regional arterial program. CVAG saw steady increase in local Measure A funding received by CVAG's member jurisdictions until the Great Recession, which began in 2008 and resulted in significant downturns in revenues generated. TUMF, like all development impact fees, requires a nexus be demonstrated between the proposed development and the impacts to be mitigated. In TUMF's case, the assessment is based on the number of vehicle trips new development or site improvements may generate.

CV Link: CVAG has been working on CV Link for the past decade. The project is a major innovation in alternative transportation that will provide a safe route to walk, run, bike or use low-speed electric vehicles, such as golf carts. CV Link is expected to provide significant environmental, health, and economic benefits to generations of current and future residents and visitors. CV Link will ultimately span more than 40 miles across the Coachella Valley. To date, about ten miles of the project have been built in the cities of Cathedral City, Palm Desert and Palm Springs. When the current construction is complete, more than half of the project will be built. Construction will continue this year in the cities of Palm Springs, Palm Desert, La Quinta, Indio and Coachella as well as unincorporated Riverside County. This stage of construction includes bridges and undercrossings, which are a key safety feature that will allow the CV Link users to go under major roadways in order to avoid traditional vehicular traffic.

CV Sync: Synchronizing the traffic signals across the Coachella Valley has been a longstanding goal at CVAG. Design and engineering of CV Sync started in 2016, and the

work was later expanded to encompass upgrading all traffic controllers to the same standard. Construction of CV Sync's first phase – synchronizing signals on Highway 111, Washington Street and Ramon Road – was completed last fiscal year. The second phase, which includes another 21 corridors, is now under construction. CV Sync will have technology that allows all cities to communicate and coordinate in real-time to manage traffic flow, which will be especially useful for the large events that draw hundreds of thousands of tourists to the Coachella Valley. This project will also deploy fiber-optic broadband technology throughout the Coachella Valley, which can help to unlock federal and state funding opportunities. The project spans the Coachella Valley, but does not extend into the City of Rancho Mirage, which previously secured funding to do its own signal synchronization project.

Core Program Areas

The Work Plan for Fiscal Year 2023/24 is separated into the following core program areas:

1.) ***PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION***

The Transportation Department leads the implementation of the Transportation Project Prioritization Study (TPPS), Regional Arterial Cost Estimate (RACE) and Active Transportation Program (ATP). The department also provides updates to the Capital Improvement Program (CIP) and other transportation plans, in partnership with member jurisdictions. This role includes staff time to conduct project oversight (design, environmental, construction and close-out), preparation of reimbursement agreements for regional arterial, interchange and bridge projects, review and approval of project billings in accordance with project scope of work and participation in project development team meetings and associated staff reports. In recent years, the Transportation Department has conducted cash flow analysis for regional projects and provided recommendations on how to maximize opportunities at the state and federal levels.

2.) ***REGIONAL COORDINATION OF PROGRAMS***

CVAG works closely with its partners – including the Riverside County Transportation Commission – to support the Riverside County Congestion Management Program, analyze traffic patterns through the traffic count program and advance regional transportation projects. Additionally, CVAG supports the RCTC Technical Advisory Committee; support efforts for County-wide SB 821 and Local Streets & Roads funding. CVAG also has helped advance the Coachella Valley Passenger Rail Service Development Plan. Coordination with RCTC will be further formalized in the coming months, when both agencies bring forth an updated memorandum of understanding to their respective governing bodies.

Additionally, staff time is used to support of the State Transportation Improvement Program (STIP) and Regional Transportation Improvement Program (RTIP), support in implementation of the CVAG Transportation Project Prioritization Study (TPPS) and monitoring and examining impacts of implementing state policies. TPPS activities support the regional project construction program which includes staff time to develop an annual prioritized list of construction projects and required financial resources.

CVAG also provides support for the Southern California Association of Governments' programs, including providing input to the Federal and Regional

Transportation Improvement Plans (FTIP and RTIP) and assisting SCAG with transportation modeling refinements.

3.) *CV LINK*

The largest segment of this 40-plus mile active transportation corridor is now under construction. At the same time, resources are dedicated to conducting project oversight of services needed for future phases (environmental compliance, right-of-way and phased construction of later segments).

4.) *CV SYNC*

Phase II of the valley-wide signal synchronization project will be under construction this year, resulting in improved travel along an additional 21 corridors throughout the Coachella Valley. Staff time includes conducting project oversight of consultant services (environmental compliance, right-of-way and phased construction plans); review of project billings; participation in project development team meetings and preparation of associated reports.

5.) *ARTS & MUSIC LINE*

The Arts & Music Line is a 15-mile project that largely extends along Avenue 48 in the Cities of La Quinta, Indio and Coachella. The project provides safe routes to local schools and embraces the use of bold color schemes, innovative lighting and artwork to create not only a safe and inviting route but also a destination in and of itself. It includes two connections to CV Link – the valleywide multi-modal pathway now under construction – and a connection to the polo grounds, which is home to the world-renowned Coachella and Stagecoach art and music festivals.

6.) *PLANNING FOR FUTURE TRANSPORTATION NEEDS*

This area involves support to multiple programs with a focus on key project areas. These areas include staff time and project management to maintain and provide input for GIS Information Services, the countywide transportation demand model, the regional arterial traffic count program, and transportation legislation review and analysis. CVAG staff also provides regional land use information to CVAG jurisdictions, developers, SCAG and Caltrans. The countywide transportation model involves support for the RIVCOM transportation model for forecasting projected transportation system needs to the year 2039.

7.) *IMPLEMENTING THE TUMF PROGRAM*

CVAG continues to dedicate staff time in support of the TUMF program and TUMF/GIS Interface program. TUMF program activities include staff time to update the program, monitor the implementation of the TUMF program in member jurisdictions, to perform annual fiscal reviews of building permits and monthly TUMF collections, to research, analyze and prepare reports for TUMF appeals, to enter TUMF collections in the TUMF data base, to meet with developers on request to review potential TUMF assessments, and to perform special TUMF analysis on request. The TUMF/GIS Interface program requires support for continuing the development of integrating the TUMF collection process with electronic transmission of new development information for land use coverages as well as coordinating with RCTC on TUMF compliance.

8.) *CONGESTION MANAGEMENT/ AIR QUALITY PROGRAMS*

The Transportation Department provides support for air quality programs, including the regional street sweeping program. CVAG also helps address State Implementation Plan (SIP) conformance to regional projects.

9.) *FIGHTING FOR THE REGION'S FAIR SHARE OF FUNDING*

With costs escalating on projects, major sources of revenue for many of CVAG's traditional transportation projects are drying up. CVAG staff has recently provided committees with cash flow projections that show declines in Measure A sales tax revenue and TUMF revenues. State and federal resources are simply not keeping up with the demand. CVAG has been actively tracking the transportation infrastructure funds that are being debated at the state and federal levels, and have recently engaged lobbying firms in order to help secure the region's fair share of the funding.

Anticipated Milestones for FY 23/24

- Construct segments of CV Link in the Cities of Palm Springs, Palm Desert, La Quinta, Indio and Coachella, as well as prepare bid packages for the next stretches of the project.
- Start construction on the next segments of CV Link, including groundbreaking in the city of Coachella.
- Start the construction of CV Link segment 5, which will provide a 3.5 miles connection to current work and is awaiting Caltrans right of way certification.
- Manage construction on CV Sync Phase 2 and work with member jurisdictions' staffs to fully implement the technologies installed during Phase I.
- Begin process of updating the Transportation Project Prioritization Study (TPPS) to be in line with statewide trends and requirements, with anticipated completion in FY 2024/25.
- Complete planning and design of low-water crossings identified in the recent Flood and Blowsand Study, which identified more cost-effective alternatives to expensive bridges and overpasses in the western Coachella Valley.
- Work with member jurisdictions to identify funding for, and advance, regional roadway, bridge and interchange projects in order to improve travel and goods movement across the region.

AGENDA ITEM 6H

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Ariel Alcon Tapia, Public Affairs Manager
THROUGH:	David Knudsen, External Affairs Director
SUBJECT:	Quarterly Public Engagement Metrics Report, January – March 2023

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission to take the following action(s):

- 1) Receive and file the Quarterly Public Engagement Metrics Report for January-March 2023.

BACKGROUND INFORMATION:

The Commission’s digital channels are a vital source of information to the public. Information about RCTC’s transportation projects, programs, and initiatives affecting Riverside County residents and other stakeholders is shared regularly on the website, social media channels, newsletter, and other media. Through the digital communications channels, the Commission also highlights investments made possible by Measure A.

The Public Affairs staff actively monitors and measures RCTC’s communications to respond to comments and questions and to understand how audiences react to the digital information presented across RCTC’s social media platforms. This report covers the first quarter of 2023, from January to March.

Public engagement activities are summarized in this report and in the attached Public Engagement Metrics. Across all social media channels, RCTC experienced an increase of followers. Meta, which operates both Facebook and Instagram, and Twitter frequently make changes to their algorithms. Mixed results in reach and engagement are attributed to how targeted ads are placed and the changing algorithms.

Staff strategically boosts posts and places digital advertising based on the need to increase visibility for specific projects such as construction updates and awareness. Targeted digital advertising is also placed for the Commission’s advocacy efforts for grants and other programs. It is important to note that the metrics show comparisons to the previous quarter.

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 RCTC's 15/91 Express Lanes Connector Project including email activity, text messages, website sessions, and social media followers; and
- 3) Metrics for RCTC's 71/91 Interchange Project including email activity, website sessions, and social media following. This project broke ground in January. This is the first report for this construction project.

RCTC Overall Public Engagement

1) Social Media

- a. Public sentiment was mixed due to construction update closure notifications and the public response to various projects. Posts relating to the opening I-215 Placentia Interchange opening and PVL Double-Track Project garnered positive reactions while other construction updates relating to 91 Refresh and 15/91 Express Lanes Connector closures had mixed results.
- b. **Facebook:** Followers continue to increase steadily. This quarter, followers grew by 2%, from 13,074 to 13,343. The page had 172,043 forms of engagement, such as likes, comments, and video viewing and shares, a 23% decrease from last quarter's 224,038 forms of engagement. The page reached 1,294,638 unique users for the quarter (followers and non-followers), an increase 30% from last quarter's 993,090. This past quarter, ads were targeted for visibility on users' feeds.
- c. **Twitter:** The page showed an 3% increase in followers, from 1,646 to 1,696. Engagement decreased 39%, from 4,139 to 2,531 while impressions increased by 619%, from 56,200 to 67,067. The drop in engagement and increased reach on organic posts will be monitored.
- d. **Instagram:** Followers grew by 10%, from 3,145 to 3,444. Engagement increased 3% from 21,771 forms of engagement to 22,493. This quarter's reach was 73,934 unique users, a 90% decrease from last quarter's 732,257. The decrease is attributed to fewer 91 weekend full closure posts and boosted ads.

- #### **2) The Point E-Newsletter:**
- RCTC continues to produce quality content for its blog, **The Point**, and distributes the blog posts as monthly email newsletter. Subscribers increased 1% from 6,219 to 6,275. Approximately 47% of the e-newsletter subscribers opened **The Point**, and 4.5% clicked on links to learn more. The open rate is significantly higher than the industry (government) average of 34%.

3) Website

- a. There were 76,507 website visits this quarter, a 10% decrease from last quarter's 85,182 visits. There also were 57,863 unique users, a decrease of 10% compared to the previous quarter's 64,251 unique users.

- b. Most visitors reached the website through a search engine (26%) and by keying in rctc.org (26%). Users who reached the site via social media increased to 24%. RCTC purchased Paid Search ads on Google to drive traffic 91 closure webpage. Paid Search (17%) drove traffic to the website. Visitors also reached the website via email clicks and other referrals (7%)
- c. Website access by device continues to fluctuate. Visits were 31% via desktop and 69% via mobile device this quarter, compared to 24% via desktop and 76% via mobile last quarter. For the 71/91 Interchange Project construction updates and other major construction notices, webpages are created instead of using PDFs. This helps drive traffic to the website and allows for easier visitor navigation.
- d. The 91 Refresh full weekend closure was the most visited page with the home page coming in second. The new 71/91 Interchange Project page was the third most visited webpage on the website.

15/91 Express Lanes Connector Public Engagement

- 1) **Emails:** Email sign-ups during the last quarter totaled 3,563, an increase of 7%. The project team received 31 email inquiries to date.
- 2) **Texts:** A total of 436 people have registered to receive texts, a 20% increase over the 361 sign-ups through the end of last quarter.
- 3) **Webpage:** Visits to the project webpage grew 14% during the quarter, from 29,857 visits last quarter to 33,927 visits this quarter.
- 4) **Social Media:** Facebook page followers increased to 3,312 compared to 3,263 last quarter, a 1.5% increase. Twitter grew by 5% from 386 to 405 followers. Instagram followers increased 5% from 861 to 905 followers.

71/91 Interchange Project Public Engagement

- 1) **Emails:** Initial email sign-ups during the last quarter totaled 949, an increase of 9%. The project team received 17 inquiries. A Facebook sign-up email sign-up campaign be implemented
- 2) **Texts:** A total of 402 people have registered to receive texts. A text message sign-up campaign will be launched to promote this feature
- 3) **Webpage:** Visits to the project webpage were 5,426
- 4) **Social Media:** At the end of the quarter there were 798 Facebook followers, 1,254 Instagram followers, and 42 Twitter followers. Instagram followers significantly outnumber Facebook and Twitter followers.

FISCAL IMPACT:

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

Attachments:

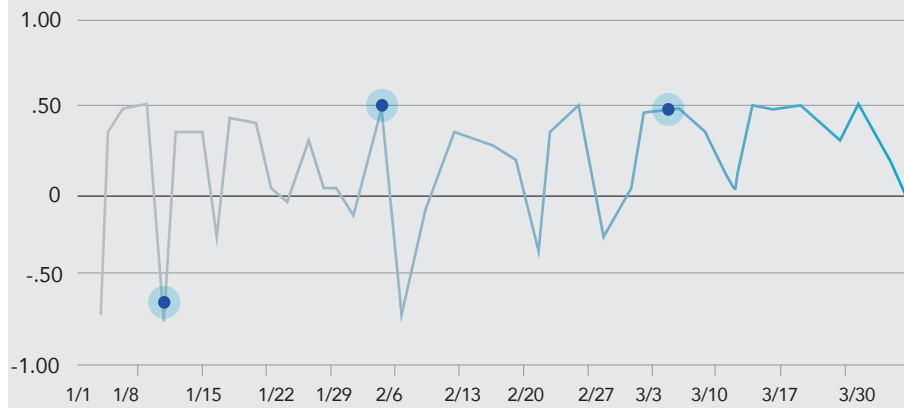
- 1) RCTC Overall Public Engagement Metrics

- 2) 15/91 Express Lanes Connector Construction Public Engagement Metrics
- 3) 71/91 Interchange Construction Public Engagement Metrics

Public Engagement Metrics: Q1

January - March 2023

Overall Social Media Sentiment



Eblasts



Subscribers
6,275

Average
Open
47%

Average
Click
4.5%

Web

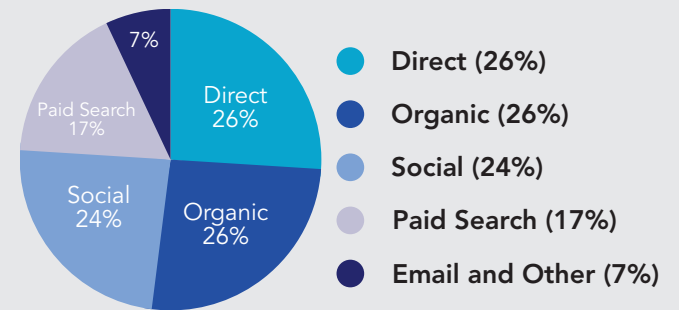
76,507
Number of
Sessions

-10%

57,863
Number of
Unique Users

-10%

Top Channels



Differences

Paid search is included as a new source and Email, Referrals and Other channels are combined. Organic and Direct proportions have decreased due to changes.

Social Media



Followers
13,343
+2%

Engagement
172,043
-23%

Reach
1,294,638
+30%



Followers
1,696
+3%

Engagement
2,531
-39%

Impressions
67,067
+19%



Followers
3,444
+10%

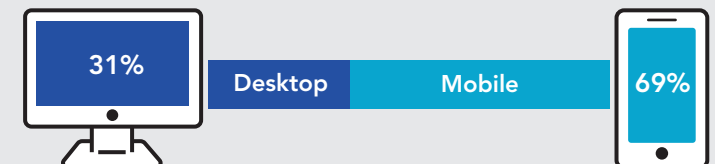
Engagement
22,493
-45%

Reach
73,934
-89%

Top Pages Visited

- 91 Refresh Closure
- Home Page
- 71/91 Interchange Project

Desktop vs Mobile Users



15/91 Express Lanes Connector Project

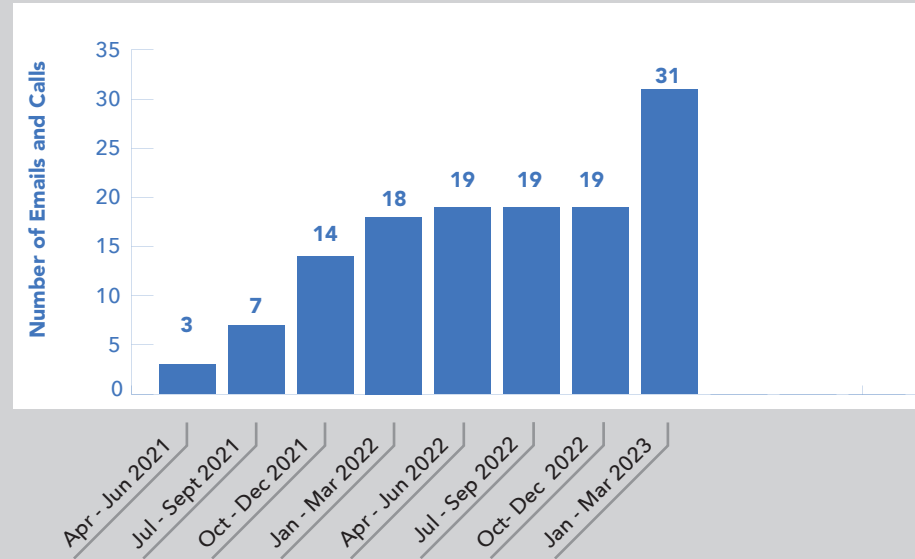
Quarterly "At-a-Glance" Metrics Report

January - March 2023

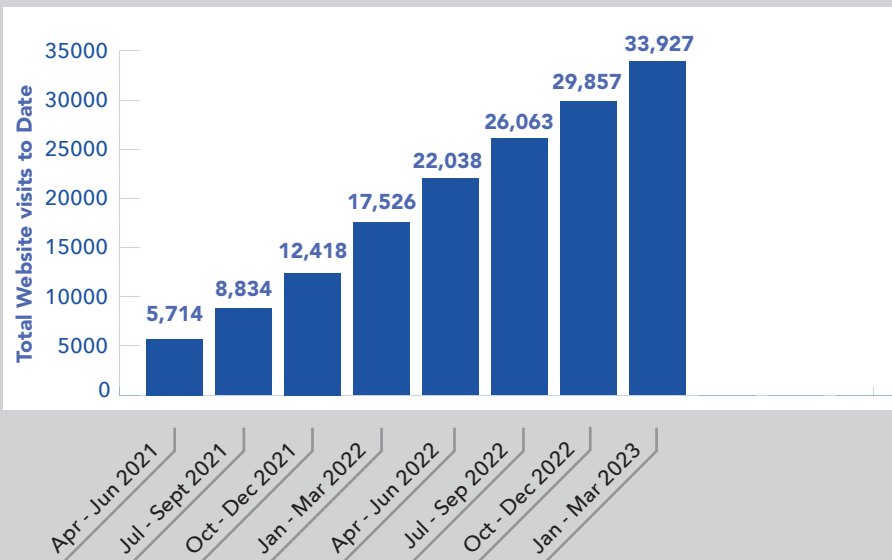
Email & Text Alert Sign-Ups



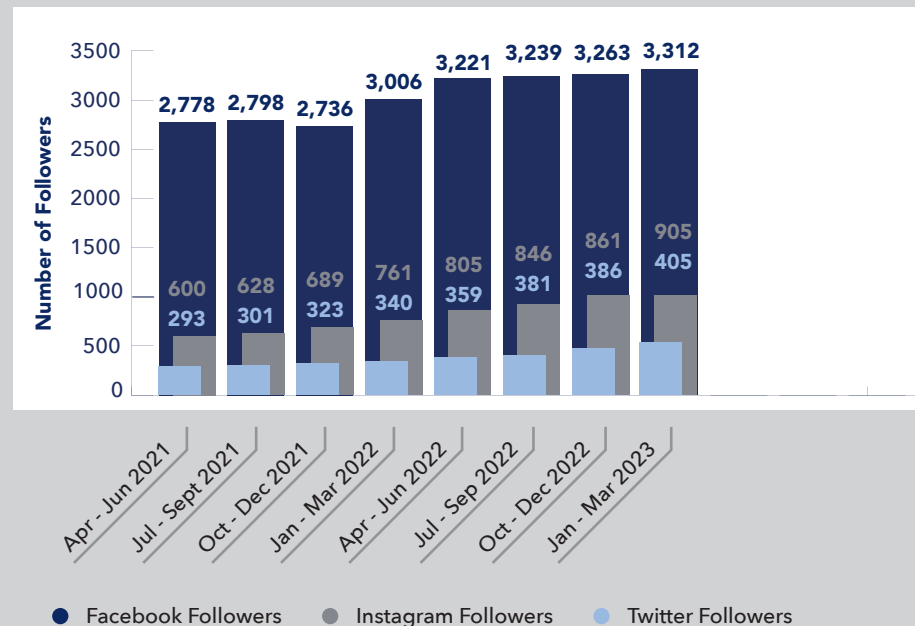
Emails to Project Team



Website Sessions



Social Media Followers

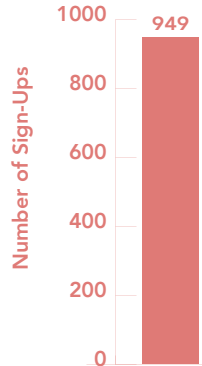


71/91 Interchange Project

Quarterly "At-a-Glance" Metrics Report

January - March 2023

Email Sign-Ups



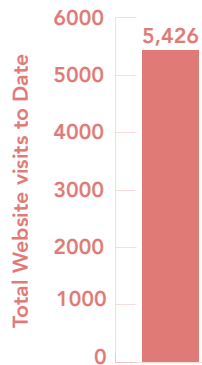
Jan - Mar 2023

Emails to Project Team



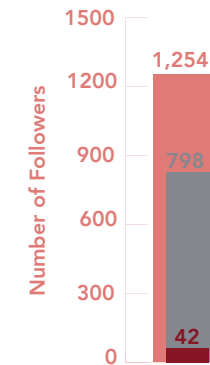
Jan - Mar 2023

Website Sessions



Jan - Mar 2023

Social Media Followers



Jul - Sept 2020
Oct - Dec 2020
Jan - Mar 2021
Apr - Jun 2021
Jul - Sept 2021
Oct - Dec 2021
Jan - Mar 2022
Apr - Jun 2022
Jul - Sept 2022
Oct - Dec 2022

● Instagram Followers ● Facebook Followers ● Twitter Followers

AGENDA ITEM 6I

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Bryce Johnston, Senior Capital Projects Manager
THROUGH:	Erik Galloway, Project Delivery Director
SUBJECT:	Quarterly Reporting of Contract Change Orders for Construction Contracts

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission to take the following action(s):

- 1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended March 31, 2023.

BACKGROUND INFORMATION:

During the past quarter, January through March 2023, the Commission has had the following projects under construction:

- 1) Mid County Parkway (MCP) Placentia project
- 2) Interstate 15 Railroad Canyon Interchange project
- 3) MVMF Platform and Track Expansion
- 4) I-15 Express Lanes project
- 5) State Route 91 Corridor Operations project (91 COP)
- 6) 15/91 Express Lanes Connector
- 7) 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 first quarter (3rd quarter of FY 2022/23).

Contractor Change Orders executed in the 1st Quarter of CY 2023			
Project	CCO No.	Description	Amount
MCP Placentia Project	CCO 29	Fiber Equipment at Harvill and Frontage	\$17,246.00
	CCO 37	Installation of Water Meters	\$10,552.00
	CCO 38	Oil Index Fluctuation	\$1,004,660.86
	CCO 40	EMWD MH Adjustment	\$28,688.00
	CCO 41	Reflective Tape to Signal Backplates	\$10,064.00
	CCO 47	SCRRA Fence	\$5,500.00
	CCO 49	BAT-OP Controllers for Irrigation System	\$14,107.00
	CCO 25	Additional Cable Railing and Access Gate (RFI-39)	\$42,516.00
	CCO 2-S3	Additional Funds - Maintain Traffic and Flagging	\$25,000.00
	CCO 48	Additional Structural Quantities (Claim)	\$76,765.00
	CCO 28	Change the Planned Bridge Construction Work	\$81,958.98
	CCO 46	Remove RR Ballast and Place at CT Pad	\$3,127.02
	CCO 31	Fiber Optic - SB Ramp Meter Cabinet to Nuevo	\$131,429.00
	CCO 30	Replace the Frame for Side Mounted Signal	\$3,025.00
	CCO 51	Railroad Fence Replacement Tack Weld	\$39,724.00
	CCO 39	Unsuitable Material	\$6,842.00
I-15 Railroad Canyon Interchange Project	CCO 43	Clearing/ Landscape Limits	\$23,809.50
	CCO 45-S1	Unexpected Pole Removal Work	\$5,513.75
	CCO 56	Drainage Channel Relocations RFI-92	\$54,144.50
	CCO 63-S1	Caltrans Signs and Striping Changes	\$13,000.00
	CCO 70	Misc. Bridge	\$10,555.93
	CCO 71-S1	Grading at Slope Paving at RW 1012 & 1014	\$3,094.91
	CCO 79	RFI 81 City Location 1 Striping for City	\$200.00
	CCO 83	SB Off Ramp/ RR Cyn Road Drain and Fence	\$40,000.00
	CCO 87	MGS Repair at I15 NB	\$50,000.00
	CCO 88	Add Freeway Markings to Railroad Canyon Rd	\$30,000.00
	CCO 89	Drainage Remediations	\$60,000.00
	CCO 90	RA5 MGS Reconfiguration	\$45,000.00
MVMF Platform and Track Expansion	CCO 3	Rail Ballast Depth and Gradation Field Survey	\$15,000.00
	CCO 7	Mitigation for Saturated Subgrade	\$25,000.00
15/91 Express Lanes Connector	CCO 22	Non-compensable Time for Project Quality Stand Down	\$0.00
	CCO 23	Additional COZEOP - Traffic Control System Installation and Removal	\$0.00
I-15 Interim Corridor Operations Project	CCO 4R1	Miscellaneous Items - Final CCO	(\$5,895.20)

FISCAL IMPACT:

The Contract Change Orders were executed using available contingency authorized with the construction contract for each project.

AGENDA ITEM 6J

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Martha Masters, Senior Management Analyst Jenny Chan, Planning and Programming Manager
THROUGH:	Jillian Guizado, Planning and Programming Director
SUBJECT:	Fiscal Years 2023/24 – 2027/28 Measure A Five-Year Capital Improvement Plans for the Local Streets and Roads Program

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve the Fiscal Years 2023/24 – 2027/28 Measure A Five-Year Capital Improvement Plans (CIP) for Local Streets and Roads (LSR) as submitted by the participating agencies.

BACKGROUND INFORMATION:

The 2009 Measure A provides local agencies with local funding for street maintenance and operations, street repairs, street improvements, and new infrastructure of their local streets and roads systems. As outlined in Ordinance No. 02-001, Measure A funds are allocated within three geographic areas: Western County, Coachella Valley, and Palo Verde Valley. LSR receives 29 percent of the Measure A distribution in Western County, 35 percent in Coachella Valley, and 100 percent in Palo Verde Valley.

In Western County and Palo Verde Valley, funds are distributed by a formula based on 75 percent of proportionate population from the State Department of Finance and 25 percent of Measure A sales tax revenues generated within each jurisdiction. In Coachella Valley, funds are distributed based on 50 percent of proportionate dwelling units and 50 percent of Measure A revenues within each jurisdiction.

Since the commencement of the 2009 Measure A, from July 2009 through February 2023, the cities in the three geographic areas and the county of Riverside have received over \$743 million.

Measure A imposes the following requirements on local agencies to receive LSR funds:

- Participation in the Western County or Coachella Valley Transportation Uniform Mitigation Fee (TUMF) Program, as applicable;
- Participation in the Western Riverside County Regional Conservation Authority's Multiple Species Habitat Conservation Plan (MSHCP), as applicable;
- Annual submittal of a 5-Year CIP list of projects;

- Annual Maintenance of Effort certification; and
- Annual Project Status Report for the prior fiscal year CIP.

DISCUSSION:

On January 17, 2023, staff provided the local agencies with a Five-Year Measure A LSR revenue projection (Attachment 1) to assist in preparation of the required CIP. The required plans and supporting documentation have been received from all participating Measure A jurisdictions through the Commission's new programming database, RIVTrack. The plans have been reviewed by staff to ensure compliance with Measure A requirements and to confirm CIP Measure A LSR expenditures are consistent with the state's guidelines for gas tax expenditures. Eligibility determinations related to participation in the TUMF and MSHCP programs, as applicable, have preliminarily been verified despite a few outstanding items. Eligibility is expected to be fully verified by the time FY 2023/24 Measure A LSR disbursements begin in September 2023. Staff recommends approval of the participating jurisdiction FYs 2023/24 – 2027/28 Measure A Five-Year CIPs (Attachment 2).

FISCAL IMPACT:

The FY 2023/24 Measure A LSR disbursements to eligible local agencies with a Commission-approved CIP have been included in the proposed FY 2023/24 Budget.

Attachments:

- 1) Measure A Local Streets and Roads Program Allocation (Projection) FY 2023/24
- 2) Cities and County FYs 2023/24 – 2027/28 CIPs – (Click on the Link)
<https://www.rctc.org/wp-content/uploads/2023/05/6J.MM.A2.-Measure-A-FY24-28-CIPs.pdf>

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL STREETS AND ROADS PROGRAM ALLOCATION (PROJECTION)
FY 2023/24 ORIGINAL (1/11/2023)

	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Western County					
Local Streets & Roads					
BANNING	\$ 885,000	\$ 903,000	\$ 921,000	\$ 939,000	\$ 958,000
BEAUMONT	875,000	893,000	911,000	929,000	948,000
CALIMESA	318,000	324,000	330,000	337,000	344,000
CANYON LAKE	286,000	292,000	298,000	304,000	310,000
CORONA	5,611,000	5,723,000	5,837,000	5,954,000	6,073,000
EASTVALE	3,219,000	3,283,000	3,349,000	3,416,000	3,484,000
HEMET	2,791,000	2,847,000	2,904,000	2,962,000	3,021,000
JURUPA VALLEY	3,381,000	3,449,000	3,518,000	3,588,000	3,660,000
LAKE ELSINORE	2,293,000	2,339,000	2,386,000	2,434,000	2,483,000
MENIFEE	3,028,000	3,089,000	3,151,000	3,214,000	3,278,000
MORENO VALLEY	6,392,000	6,520,000	6,650,000	6,783,000	6,919,000
MURRIETA	3,615,000	3,687,000	3,761,000	3,836,000	3,913,000
NORCO	985,000	1,005,000	1,025,000	1,046,000	1,067,000
PERRIS	2,858,000	2,915,000	2,973,000	3,032,000	3,093,000
RIVERSIDE	10,776,000	10,992,000	11,212,000	11,436,000	11,665,000
SAN JACINTO	1,502,000	1,532,000	1,563,000	1,594,000	1,626,000
TEMECULA	4,354,000	4,441,000	4,530,000	4,621,000	4,713,000
WILDOMAR	1,005,000	1,025,000	1,046,000	1,067,000	1,088,000
RIVERSIDE COUNTY	9,104,000	9,286,000	9,472,000	9,661,000	9,854,000
WRCOG	1,313,000	1,346,000	1,339,000	1,373,000	1,366,000
SUBTOTAL-Western County	64,591,000	65,891,000	67,176,000	68,526,000	69,863,000
Coachella Valley					
CATHEDRAL CITY	2,040,000	2,081,000	2,123,000	2,165,000	2,208,000
COACHELLA	832,000	849,000	866,000	883,000	901,000
DESERT HOT SPRINGS	723,000	737,000	752,000	767,000	782,000
INDIAN WELLS	331,000	338,000	345,000	352,000	359,000
INDIO	2,670,000	2,723,000	2,777,000	2,833,000	2,890,000
LA QUINTA	2,013,000	2,053,000	2,094,000	2,136,000	2,179,000
PALM DESERT	3,564,000	3,635,000	3,708,000	3,782,000	3,858,000
PALM SPRINGS	3,318,000	3,384,000	3,452,000	3,521,000	3,591,000
RANCHO MIRAGE	1,212,000	1,236,000	1,261,000	1,286,000	1,312,000
RIVERSIDE COUNTY	2,606,000	2,658,000	2,711,000	2,765,000	2,820,000
SUBTOTAL-Coachella Valley	19,309,000	19,694,000	20,089,000	20,490,000	20,900,000
Palo Verde Valley					
BLYTHE	841,000	858,000	875,000	893,000	911,000
RIVERSIDE COUNTY	246,000	251,000	256,000	261,000	266,000
SUBTOTAL-Palo Verde Valley	1,087,000	1,109,000	1,131,000	1,154,000	1,177,000
TOTAL ¹	\$ 84,987,000	\$ 86,694,000	\$ 88,396,000	\$ 90,170,000	\$ 91,940,000

¹ Administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis. Accordingly, the Measure A allocations to each geographic area by program will be reduced for such quarterly cost allocations.

Note: Estimate for planning purposes, subject to change and rounding differences.

AGENDA ITEM 6K

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Eric DeHate, Transit Manager
THROUGH:	Lorelle Moe-Luna, Multimodal Services Director
SUBJECT:	Fiscal Year 2023/24 Short Range Transit Plan Updates and Transit Funding Allocations

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve the Fiscal Years 2023/24 – FY 2025/26 Draft Short Range Transit Plans (SRTPs) for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA); Riverside Transit Agency (RTA); SunLine Transit Agency (SunLine); and the Commission’s FY 2023/24 – 2027/28 SRTP for the Rail and Vanpool Programs;
- 2) Approve FY 2023/24 Transit Operator Funding Allocations of 2009 Measure A, Local Transportation Funds (LTF), State Transit Assistance (STA), and State of Good Repair (SGR) for Banning, Beaumont, Corona, and Riverside; PVVTA; RTA; SunLine; and the Commission’s Rail and Vanpool Programs aggregating \$182,051,156;
- 3) Adopt Resolution No. 23-006, *“Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds For the Fiscal Year 2023/24”*;
- 4) Approve the Federal Transit Administration (FTA) Sections 5307, 5311, 5337, and 5339 Program of Projects (POP) for Riverside County as detailed in the respective transit operators’ SRTPs aggregating \$101,860,199; and
- 5) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments (SCAG) for inclusion into the Federal Transportation Improvement Program (FTIP) as needed for the FTA POP.

BACKGROUND INFORMATION:

The SRTPs serve as the county’s primary justification for federal and state grants for transit operations and capital and provides a short-term vision of public transportation for the county including strategies that will help guide transportation decisions over the next three to five years. In Riverside County, there are seven public bus transit operators (Banning, Beaumont, Corona, and Riverside; RTA; SunLine; and PVVTA), and the Commission as a commuter rail and vanpool operator – a total of eight transit operators. The seven public bus transit operators typically submit a three-year SRTP, and the Commission as the operator for commuter rail and vanpool submits a five-year SRTP.

Under state law, the Commission is tasked with the responsibility to identify, analyze, and recommend potential productivity improvements to ensure federal, state, and local funds are allocated to transit operators to provide needed transit services for county residents. An annual SRTP update is a mechanism to meet this obligation and coordinate transit services throughout the county. The core components of each agency's SRTP includes the operating and capital plans and project justifications that are utilized as the basis for receiving transit funding. The SRTPs also document each operator's system and route performance data, which provide the basis for the Commission's oversight activities to ensure compliance with the Transportation Development Act (TDA), federal regulations, state law, and Commission-adopted policies and guidelines.

COVID-19 Impacts on Transit

Transit operators are continuing to work through a recovery period and the FY 2023/24 service plans reflect a return towards pre-COVID levels under fiscally conservative economic conditions. For FY 2023/24, it is estimated that countywide ridership (excluding Metrolink data which is unavailable at this time) will reach almost 8.7 million, which reflects an increase of about 16.8 percent from planned ridership for FY 2022/23. These proposed service plans also provide flexibility to adapt quickly to market changes.

SRTP Highlights for FY 2023/24

Following are service and capital program highlights for FY 2023/24 by operator.

Banning – Banning Connect (Attachment 1)

Banning provides both Dial-A-Ride and four (4) fixed route services, primarily covering the areas of Banning and Cabazon, and provides connections to the Morongo Indian Reservation and Walmart in Beaumont. Banning estimates a total of \$2.1 million in operating and \$2.8 million in capital assistance needs, a combined decrease about 1.6 percent from FY 2022/23 primarily due to a slight reduction in capital needs.

Planned services and projects for FY 2023/24 include:

- Four (4) new replacement buses into service;
- Begin a pilot of a new electric paratransit van;
- Begin a two-year reduced and free fare program;
- Rehabilitation of the current compressed natural gas (CNG) station;
- Procurement of five (5) new buses;
- Upgrading bus stops and adding new shelters to highly used stops;
- Procuring two (2) new support vehicles; and
- Purchasing a heavy duty lift for the maintenance of transit fleet.

Beaumont – Beaumont Transit (Attachment 2)

Beaumont provides both Dial-A-Ride and seven (7) fixed route services. It primarily operates in Beaumont with connections in Banning and Calimesa. Beaumont estimates a total of \$3 million in operating and \$6.4 million in capital assistance needs, a combined increase of about 85 percent from FY 2022/23 primarily due capital assistance needs.

Planned services and projects for FY 2023/24 include:

- Implementing a three-year fare promotion for all passengers;
- Increasing advertising and passenger outreach;
- Increasing trips in the travel training program;
- Completion of the microtransit analysis;
- Implement fare increase;
- Implement route changes; and
- Implementation of many needed capital projects such as the procurement of seven (7), 32-foot CNG buses, bus stop improvement plan and improvements, and replacement of two (2) support vehicles.

Corona – Corona Cruiser (Attachment 3)

Corona operates two (2) fixed routes and a Dial-A-Ride program for seniors and persons with disabilities within the city limits and neighboring communities of Coronita, El Cerrito, Home Gardens, and Norco. Corona estimates a total of \$3.4 million in operating and \$2.6 million in capital assistance needs, a combined increase of about 102 percent from FY 2022/23 primarily due to an increase in capital assistance needs.

Planned services and projects in FY 2023/24 include:

- Plan for implementation of financially feasible recommendations from the comprehensive operational analysis;
- Improving fixed route service schedule adjustments for better connections, particularly for morning peak service;
- Implementation of a reduced and free fare program;
- Improving Dial-A-Ride services by reviewing the feasibility of establishing an Americans with Disabilities Act (ADA) subscription services policy;
- Working with the City's contract transportation operator to improve on-time performance, bus maintenance and cleanliness, and maintenance of bus stops;
- Continuing bi-weekly, monthly, and quarterly inspections of contractual requirements, bus stops, and buses to ensure state of good repair; and
- Implementation of many needed capital projects such as the Intelligent Transportation System, Bus Stop Improvement Project, purchase of an ADA accessible van, implementation of a Digital Mobile Land Communication System, installation of a canopy/roof structure for the bus parking area, route development buses, and replacement of buses.

City of Riverside – Riverside Connect (Attachment 4)

Riverside Connect (RC) operates a 24-hour advance reservation Dial-A-Ride for seniors and persons with disabilities within the Riverside city limits. RC serves as the primary paratransit provider for those eligible within the city of Riverside. RC differs from RTA's Dial-A-Ride by providing service only within Riverside city limits and serves seniors 60 years and older, as compared to RTA's Dial-A-Ride which serves seniors 65 years and older. RC estimates a total of \$4.9 million in operating and \$.4 million in capital assistance needs, a combined decrease of about 1.7 percent from FY 2022/23 primarily due to a reduction in operating assistance.

Planned services and projects for FY 2023/24 include:

- Paratransit Scheduling software Upgrade;
- Upgrade the facility access system;
- Upgrade the video surveillance system;
- Replace the CNG detection system; and
- Renovation of the dispatch office area.

PVVTA (Attachment 5)

PVVTA provides six (6) fixed route/deviated fixed routes services known as "Desert Roadrunner," a micro transit ADA paratransit service, and a transportation reimbursement program for individuals who are unable to access fixed route services. The fixed route service can deviate up to three-quarters of a mile away from the actual fixed route. Service is provided within the city of Blythe and surrounding unincorporated areas in the Palo Verde Valley. PVVTA estimates a total of \$1.8 million in operating and \$0.4 million in capital assistance needs, a combined decrease of about 12.8 percent from FY 2022/23 primarily due to a reduction in capital needs.

Planned services and projects for FY 2023/24 include:

- Increasing frequency to 30 minutes on Route 1 between 9 a.m. and 3 p.m.;
- Continue service on Route 2, with additional requests from 4:30-6:45 p.m.;
- Upgrading technology and computer software;
- Replacement of two (2) fixed route buses;
- Launch a new branding campaign;
- Procure a electric forklift; and
- Encouraging new ridership through targeted marketing campaigns.

RTA (Attachment 6)

RTA operates 32 local, intercity, and regional fixed routes; three CommuterLink express routes; one Micortransit Service; and Dial-A-Ride services. RTA estimates a total of \$102 million in operating and \$19.1 million in capital assistance needs, a combined increase of about 6.2 percent from FY 2022/23. This is attributable to the realignments and reinstatement of routes, significant fleet replacement, and zero-emission infrastructure needs.

Planned services and projects for FY 2023/24 include:

- Implement the sustainable service plan recommendations;
- Changes to services in September 2023 on routes 1, 8, 9, 11, 12, 13, 16, 18, 19, 21, 30, 41, 61, 74, and 79s;
- Route changes to route 44 is scheduled to take place in January 2024; and
- Implementation of many needed capital projects such as vehicle replacements and vehicle components, preparing upgrades to its fueling stations to hydrogen, implementation of information technology projects, and solar panel projects.

SunLine (Attachment 7)

SunLine operates 10 local and regional fixed routes; one express route known as “Commuter Link”; demand response service branded as “SunDial”; microtransit service branded as “SunRide”; and a vanpool program branded as “SolVan”. SunLine estimates a total of \$47.5 million in operating and \$35.8 million in capital assistance needs, for a combined increase about 16.3 percent from FY 2022/23. This is primarily due to additional capital programming.

Planned services and projects for FY 2023/24 include:

- Improving route frequencies gradually to regular pre-COVID 19 service levels;
- Hire additional coach operators to implement all approved service improvements;
- Complete construction of the Coachella Mobility Hub;
- To improve ridership on Commuter Link service, SunLine proposes off-peak fares for reverse commute trips and during off-season when California State University is not in general session. The local fare structure will apply to morning reverse commute trips from San Bernardino to Indio and afternoon trips from Indio to San Bernardino and to all trips when California State University is not in general session;
- Implementation of many needed capital projects such as bus stop and amenities to enhance customer service, optimize trip planning technologies, and improve communication with passengers, vehicle replacements including hydrogen buses, paratransit vehicles, trolleys and microtransit vehicles, rehabilitation of buses, tools and equipment upgrades, safety and security upgrades, replacement office furniture, hydrogen station and facility improvements, and additional funding for the West Coast Center of Excellence; and
- Continue to implement the Innovative Clean Transit plan.

RCTC Rail and Vanpool Programs (Attachment 8)

Western County Commuter Rail

The Commission is a member agency of the Southern California Regional Rail Authority (SCRRA) that operates the Metrolink commuter rail system. Of the 57 stations on the Metrolink system, the Commission owns and maintains 9 stations that are located in Western Riverside County. The Western County Commuter Rail program reflects the Commission’s share of Metrolink

operating and capital subsidies, station operations and maintenance, right-of-way maintenance, and program administration and support. Total operating costs are estimated at \$53.2 million and capital of \$16.3 million, a combined decrease of about 22.8 percent, primarily due to capital programming.

Planned services and projects for FY 2023/24 include:

- The Commission's annual operating and capital subsidy for SCRRA is \$29.9 million and \$20.7, respectively;
- SCRRA's continued focus is on improving operational efficiency and regaining riders;
- Completion of station rehabilitation projects such as elevator replacements, pavement rehabilitation, station painting, bike and pedestrian improvements, improved station amenities, drought tolerant landscaping, and upgraded lighting, electrical, solar and security systems; and
- Construction of the Moreno Valley/March Field station upgrade project.
- Final design for the Perris-South Station Improvement Project and Perris Valley Line Double Track Project

Coachella Valley Rail Corridor

The proposed 144-mile long rail corridor service in Coachella Valley will run from Los Angeles to Indio through the four Southern California counties of Los Angeles, Orange, Riverside, and San Bernardino to provide a convenient scheduled link to the communities in the fast-growing Coachella Valley and San Geronio Pass areas. Financial support for project development will come primarily from federal and state grant funds received and maintained in the Coachella Valley Rail Fund.

Major planning highlights for FY 2023/24 include the pre-planning for the Tier 2 Project-level Environmental Documentation and Engineering. The total capital programming request for FY 2023/24 is \$0.8 million for the initiation of this planning effort. Ongoing efforts include the pursuit of federal competitive funds to complete the full funding package to begin the Tier 2 Project-level environmental documentation.

VanClub

The Commission's vanpool program known as VanClub is the newest transit program in the county and was launched in May 2018. VanClub is a valuable transportation alternative option in areas that are hard to serve by transit and supports long-distance commuters by offering a subsidy which reduces the cost of the vanpool lease. The total operating request for FY 2023/24 is \$1.8 million, an increase of about 37.5 percent from FY 2022/23 due to the anticipated increase in vanpool growth.

Planned service enhancements for FY 2023/24 will include:

- An increase of the monthly subsidy from \$400 to \$600, or 50 percent of the monthly lease amount, whichever is less, effective July 1, 2023;
- Transition from a locally provisioned Inland Empire-based rideshare and vanpool system to a regional platform solution which will expand the commuter database and improve ride matching capabilities;
- Expanding rideshare and vanpool program reach beyond traditional large employer markets to include more small/medium business markets and direct end-user engagement; and
- Continuing to leverage new incentives such as the \$5/Day Rideshare Incentive to assist with vanpool recovery efforts throughout the region.

S RTP Financial Overview

Approximately \$304.2 million in total funding is required to support the FY 2023/24 operating and capital requests for the provision of transit services in Riverside County. To implement the S RTPs for FY 2023/24, the programming plan is to utilize available funding of approximately \$219.7 million for operating and \$84.4 million for capital purposes. Table 1 below provides a comparative overview of the total operating and capital costs from the prior year. Systemwide, this represents a 3.1 percent increase compared to FY 2022/23 funding levels.

Table 1: FY 2023/24 and FY 2022/23 Operating and Capital Costs

Fiscal Year	Operating	Capital	Total
FY 2022/23*	\$200,884,103	\$94,054,975	\$294,939,543
FY 2023/24	\$219,741,314	\$84,425,282	\$304,166,596
% Change	9.4%	-10.2%	3.1%

*FY 2022/23 budget was amended due to various programs needs

Table 2 below provides an overview of the operating and capital costs by funding source required to support the County's transit operations. State funds, primarily LTF and STA, make up the largest share of operating and capital funds. As in FY 2022/23, FTA funds (FTA Sections 5307, 5337 and 5339) provide the majority of capital funding. This fiscal year, the vast majority of federal stimulus funds such as the Coronavirus Aid, Relief, and Economic Security (CARES) Act and American Rescue Plan Act of 2021 (ARPA), still provide some operational funding but should be phased out over the next year. State funds will account for about \$158.5 million (52.1 percent) of revenues, followed by federal funds totaling approximately \$101.9 million (33.5 percent), and local revenues representing about \$43.8 million (14.4 percent).

Table 2: FY 2023/24 Funding Source Breakdown

Fund Type	Fund Name	Amount	Percent of Total Funding
Federal	FTA ARPA	\$ 1,819,131	0.6%
	FTA CARES	193,700	0.1%
	FTA 5307	43,553,220	14.3%
	FTA 5310	250,000	0.1%
	FTA 5311	1,691,546	0.6%
	FTA 5337	20,318,059	6.7%
	FTA 5339	25,931,143	8.5%
	CRP	4,500,000	1.5%
	CMAQ	1,103,400	0.4%
	Other Federal Funds	2,500,000	0.8%
	Federal Subtotal	101,860,199	33.5%
State	LCTOP	4,714,100	1.5%
	LTF	126,340,061	41.5%
	SGR	4,406,024	1.4%
	STA	22,670,071	7.5%
	Other State Funds	400,000	0.1%
	State Subtotal	158,530,256	52.1%
Local	AB 2766	27,000	0.0%
	Interest	754,000	0.2%
	Measure A	28,764,400	9.5%
	Other Local Funds	5,720,432	1.9%
	Passenger Fares	8,510,309	2.8%
	Local Subtotal	43,776,141	14.4%
Funding		\$ 304,166,596	100%

Transit operators may experience potential delays in receiving federal reimbursements. Staff will continue to work with operators such as SCRRA, PVVTA, RTA, and SunLine to offer a modification of the LTF disbursements to advance as much in the first three quarters up to the approved amount in this item to address potential cash flow issues, pending cash receipts throughout the year.

Funding allocations by operator for FY 2023/24 are based on *Table 4.0: Summary of Funds Requested* in each SRTP. This table is used as the primary basis for allocating operating and capital revenues under the Commission's authority. Future funding needs described in the SRTP beyond FY 2023/24 are solely for projection and planning purposes.


Staff has reviewed the transit operators' funding requests for farebox ratio compliance and other eligibility requirements and recommends the approval of the FY 2023/24 SRTP updates (Attachments 1 – 8) and funding allocations for Measure A, LTF, STA, and SGR totaling \$182,051,156 as shown in Attachment 9.

In accordance with TDA, allocations to claimants (transit operators) shall be made and take effect by resolution adopted by the regional transportation planning agency. As such, Resolution No. 23-006, *“Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds for the Fiscal Year 2023/2024”* is required for adoption (Attachment 10).

The Commission also approves the allocation of FTA formula funds Sections 5307, 5311, 5337, and 5339 for each urbanized area in coordination with SCAG for submittal into the FTIP and publication of the FTA POP. Subsequently, SCAG will follow its public participation process to satisfy FTA POP requirements. Staff has reviewed the funding requests for FTA Sections 5307, 5311, 5337, 5339 funds as presented in the SRTPs of the cities of Corona and Riverside, RTA, SunLine, PVVTA, RCTC, and SCRRA (Attachments 3-8) for the total amounts shown in Attachment 9 and recommends approval and allocation of the FTA funds for the projects.

FISCAL IMPACT

The funding in the proposed FY 2023/24 SRTPs for LTF, STA, SGR, Measure A, and Low Carbon Transit Operations Program for rail are included in the Commission’s proposed FY 2023/24 budget. The presented FY 2023/24 SRTPs do not include prior year allocations for capital projects that require Commission reimbursement; however, expenditures for those allocations are also included in the Commission’s proposed FY 2023/24 budget. Various other federal, state, and local funds such as FTA, CMAQ, AB 2766, and passenger revenues that are received directly by the transit operators are also not included in the Commission’s budget. Should any funding revenue projections change, or transit operators require additional funds, staff will return to the Commission with amendments as necessary.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2023/24	Amount:	\$126,340,061 (LTF) \$22,570,071 (STA) \$28,764,400 (Measure A) \$4,376,624 (SGR)
Source of Funds:	LTF and STA; Measure A; and SGR		Budget Adjustment:	No	
GLA No.:	LOCAL TRANSPORTATION FUND <u>Western County Bus</u> 002210 86101 601 62 86101 \$73,746,448 <u>Western County Rail</u> 002213 97001 601 62 97001 \$22,524,618 254199 86101 103 25 86101 \$1,809,800 <u>Coachella Valley Bus</u> 002211 86101 601 62 86101 \$27,186,741 <u>Palo Verde Valley</u> 002212 86101 601 62 86101 \$1,072,454 MEASURE A <u>Western County Bus</u> 269-62-86101 \$1,169,000 270-26-86101 \$1,000,000 <u>Western Commuter Rail and Vanpool Operating</u> Various 265-33-various \$10,654,200 Various 265-24-various \$7,544,300 002187 6XXXX 263 41 6XXXX \$121,900 <u>Coachella Valley Specialized Transit</u> 258-26-86101 \$8,275,000		STATE TRANSIT ASSISTANCE <u>Western County Bus</u> 002201 86102 241 62 86102 \$14,665,136 <u>Coachella Valley Bus</u> 002202 86102 241 62 86102 \$6,831,935 <u>Coachella Valley Rail</u> 002202 97001 241 62 97001 \$750,000 <u>Palo Verde Valley</u> 002203 86102 241 62 86102 \$323,000 STATE OF GOOD REPAIR <u>Western Riverside Bus</u> 002221 86102 242 62 86102 \$2,365,839 <u>Western Riverside Rail</u> 002224 86102 242 62 97001 \$1,050,785 <u>Coachella Valley Bus</u> 002222 86102 242 62 86102 \$900,000 <u>Palo Verde Valley</u> 002223 86102 242 62 86102 \$60,000		
Fiscal Procedures Approved:					Date: 05/11/2023

Attachments (Click on the Link): <https://www.rctc.org/wp-content/uploads/2023/05/Attachments-1-10-FY-24-26-SRTPs-and-Resolution.pdf>

- 1) City of Banning, FY 2023/24 – FY 2025/26 SRTP
- 2) City of Beaumont, FY 2023/24 – FY 2025/26 SRTP
- 3) City of Corona, FY 2023/24 – FY 2025/26 SRTP
- 4) City of Riverside, FY 2023/24 – FY 2025/26 SRTP
- 5) PVVTA, FY 2023/24 – FY 2025/26 SRTP
- 6) RTA, FY 2023/24 – FY 2025/26 SRTP
- 7) SunLine, FY 2023/24 – FY 2025/26 SRTP
- 8) RCTC, FY 2023/24 – FY 2027/28 SRTP
- 9) FY 2023/24 Transit Operator Funding Allocations
- 10) Resolution No. 23-006

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Sheldon Peterson, Rail Manager
THROUGH:	Lorelle Moe-Luna, Multimodal Services Director
SUBJECT:	Approval of Metrolink Operating and Capital Subsidies for Fiscal Year 2023/24 and Related Action Items

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Receive and file a report on highlights from the Southern California Regional Rail Authority's (SCRRA) services;
- 2) Approve the Fiscal Year 2023/24 SCRRA operating and capital budget, which results in an operating subsidy of \$28,231,736, with an operating contingency of \$1,658,651, for a not-to-exceed total of \$29,890,387, and a capital subsidy of \$15,691,304;
- 3) Authorize the Executive Director to finalize and execute Memorandum of Understanding (MOU) No. 23-25-079-00 with SCRRA regarding annual funding, including subrecipient matters related to pass-through of federal funding;
- 4) Authorize the Executive Director, pursuant to legal counsel review, to enter into a working capital loan agreement with SCRRA for up to \$5,000,000, contingent on the development and subsequent approval of an associated policy by the SCRRA Board of Directors and concurrence from all five member agencies;
- 5) Approve Amendment No. 1 to MOU No. 22-25-090-01 with SCRRA for the Commission's FY 2022/23 funding obligation for an additional \$448,509 from Local Transportation Funds (LTF) for additional expenses accrued from FY 2021/22; and
- 6) Approve changes to the Commission's amended FY 2022/23 Short Range Transit Plan (SRTP) to reflect the \$448,509 increase.

BACKGROUND INFORMATION:

Metrolink is the brand name for the services operated by SCRRA. The Commission is one of the five member agencies that comprises the SCRRA joint powers authority (JPA). All member agencies must formally commit to fund their proportionate shares of commuter rail operating and capital costs on an annual basis. Each member agency must approve the budget before adoption of a final budget by the SCRRA Board of Directors, no later than June 30, 2023. On May 4, 2023, SCRRA provided staff with the proposed FY 2023/24 budget (Attachment 1) requirements for member agency consideration. A formal transmission of the proposed FY 2023/24 budget is expected to be distributed to member agencies by the end of May 2023. SCRRA anticipates adopting the final budget by June 22, 2023. As required by the provisions of the JPA, a separate Commission action to adopt the SCRRA budget is needed.

Metrolink FY 2022/23 Service Highlights

The following is a review of Metrolink's FY 2022/23 activities:

- Celebrated its 30th year of operations
- Updated the logo and refreshed their branding
- Maintained service at 90 percent of pre-pandemic levels (number of trains)
- Incentivized riders to try the train by offering free rides on Transit Equity Day and Earth Day
- Made available innovative fare options to incentivize telecommuting and other riders to ride the train including \$15 Summer Day Pass and a 30 percent Discount on Monthly Passes for three months
- Implemented a low-income fare to address equity issues

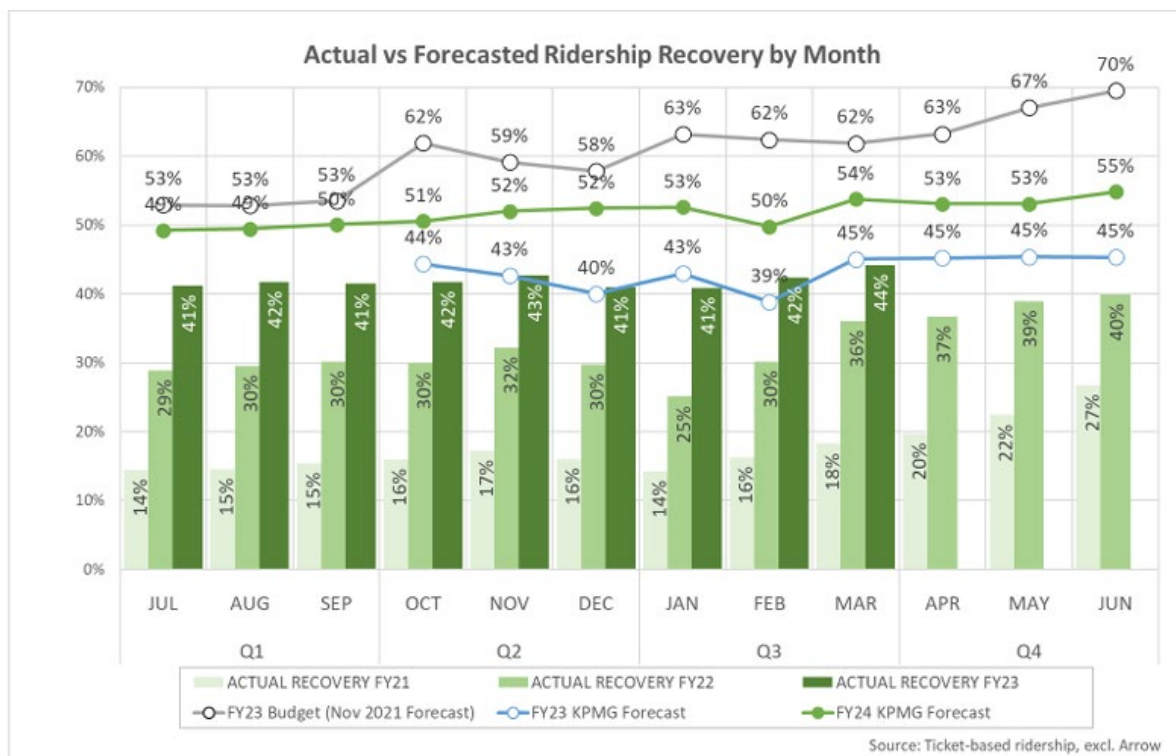
Metrolink's Proposed FY 2023/24 Budget

The proposed budget provides funding to achieve the following:

- Continued improvements to reliability, on-time performance, and the customer experience by enhancing the rehabilitation program to reduce major failures by retrofitting cars
- Recovery of ridership and revenue
 - Fare programs to capture returning commuters
 - Assistance for low-income riders
 - Expansion of ridership base to include ridership for entertainment, day trips, and shopping
- Continued emphasis on safe operations
- Continued updates and maintenance of Positive Train Control program systemwide in coordination with the freight railroads
- Grant funded efforts to reduce the number of trespasser injuries
- Investment in existing assets to maintain a state of good repair by:
 - Funding critical rehabilitation projects
 - Improving processes to accelerate project delivery
 - Grant funded replacement of Tier 2 Locomotives

Metrolink's proposed total operating budget is \$303.4 million, an increase of about 2 percent from the prior year, primarily attributed to fixed contract rate increases. The budget assumes current service levels and is based on a conservative forecast of ridership and revenue recovery using the KPMG/Sperry Capital estimate as shown in Figure 1 below. Under this scenario, Metrolink forecasts that ridership will recover slowly over the next year. The five member agencies that comprise Metrolink are responsible for funding \$250.6 million. The Commission's total operating obligation is an estimated \$28,231,736. Staff is also proposing including a 6 percent contingency of \$1,658,651 for a total not-to-exceed amount of \$29,890,387. This will provide flexibility to address unanticipated expenses and could allow capacity for additional special trains or service improvements.

Figure 1: Metrolink Ridership Recovery Forecast Budget Assumption



Source: Metrolink Audit & Finance Committee Report, May 13, 2022

Metrolink's proposed capital budget for FY 2023/24 anticipates \$126.3 million in rehabilitation, \$12.1 million in new capital for combined total of \$138.4 million. The Commission's capital obligation for FY 2023/24 is \$13,376,399 million in rehabilitation \$2,314,905, in new capital for a total of \$15,691,304, up from roughly \$10 million in the prior year.

As of the writing of this staff report, the proposed FY 2023/24 budget is a draft that is subject to change. Final budget figures will be provided to the member agencies by the end of the month and any changes to the Commission's share will be reflected in the staff report at the June 14, 2023, Commission meeting.

Metrolink's budget excludes the Commission's expenses for the nine RCTC-owned stations. These expenses are included in the Commission's adoption of the FY 2023/24 budget and include station operations and maintenance, right of way, and other station capital projects.

Metrolink Working Capital Loan

During the FY 2003/24 budget development process, SCRRRA staff requested that Member Agencies contribute to a working capital fund to address cash flow issues created by the capital reimbursement process from federal and state grants. Like most grant processes, SCRRRA needs to pay invoices from vendors and seek reimbursements from the grants which could take several months. SCRRRA staff proposed a working capital loan concept where the member agencies would provide SCRRRA \$50 million dollars, divided proportionally among the Member Agencies, to be set aside to cover the float for these cash flow issues. The Commission's share based on train miles

would be roughly \$4.7 million. Most, but not all member agencies, have agreed to this in concept but many details still need to be resolved. Staff is seeking budget authority from the Commission of up to \$5 million in Measure A funds and direction for the Executive Director to negotiate the final terms of the loan, pursuant to legal counsel review and adoption of a policy by the SCRRA Board that governs the use of the working capital loan funds and that is satisfactory to the Commission and the other four SCRRA Member Agencies.

Metrolink FY 2022/23 MOU Funding Amendment

The final action requested of the Commission is to address an unforeseen and late notification Metrolink expense related to the mobilization of their new Maintenance of Way Contractor. An invoice for \$448,509 was received by the Commission in September 2022 for FY 2021/22 expenses that will need to be processed in FY 2022/23. Staff is recommending LTF funding be used to cover this invoice and an amendment to MOU No. 22-25-090-01 (Attachment 3) be approved to reflect this increase. In addition, the funding summary in Table 4 of the FY 2022/23 SRTP (Attachment 4) is updated to capture this change.

Financial Impact

Staff recommends approval of Metrolink’s proposed FY 2023/24 budget and the Commission’s annual share as outlined in the annual funding MOU No. 23-25-090-00 (Attachment 2), which is consistent with the Commission’s FY 2023/24 SRTP and budget. The Commission’s total operating funding requirement for Metrolink services for FY 2023/24 is the requested amount \$28,231,736, and staff is proposing a 6 percent contingency of \$1,658,651 for an overall amount of \$29,890,387. This will be funded with the following revenue sources as shown in Table 1:


Table 1: FY 2022/23 Operating Subsidy by Revenue Source

Revenue Source	Amount
Local Transportation Fund (LTF)	\$20,865,967
FTA Section 5337 (Preventative Maintenance, Drawn down by SCRRA)	\$ 7,365,769
Requested Total	\$28,231,736
Added Contingency – LTF Funds	\$ 1,658,651
Revised Total	\$29,890,387

The Commission’s total capital obligation is \$15,691,304 and includes capital rehabilitation projects of \$13,376,399 that can be funded with FTA Section 5337; new capital and locomotive replacement expenses of \$2,314,905 will be covered by FTA Section 5307 grant funds. The FTA funds for both operating and capital are being allocated to SCRRA and will not have an impact on the Commission’s budget as SCRRA will directly obligate them with FTA.

Staff is also recommending up to \$5 million in Measure A budget authority for FY 2023/24 to address SCRRA’s working capital needs, which is included in the FY 2023/24 budget.

For the FY 2022/23 MOU amendment, the additional \$448,509 payment does not require a budget amendment as sufficient LTF is available in the current year.

Financial Information for SCRRRA Budget Subsidy					
In Fiscal Year Budget:	Yes	Year:	FY 2022/23 FY 2023/24	Amount:	FY23 Ops \$448,509 FY24 Ops \$29,890,387 FY24 Capital (Working Capital Loan) \$5,000,000
Source of Funds:	Operating: LTF Western County Rail Measure A, FTA Grant Funds			Budget Adjustment:	No
GL/Project Accounting No.:		254199 86101 00000 0000 103 25 86101 \$448,509 254199/034198 86101 00000 0000 103 25 86101 \$29,890,387 654199 86102 00000 0000 265-33-86102 \$5,000,000			
Fiscal Procedures Approved:				Date:	05/10/2023

Attachments:

- 1) SCRRRA Draft Budget for FY 2023/24
- 2) Draft MOU No. 23-25-090-00 for FY 2023/24 SCRRRA Funding
- 3) Amendment 1 to MOU No. 22-25-090-01 for FY 2022/23 SCRRRA Funding
- 4) FY 2022/23 SRTP Table 4 Amendment

FY24 Proposed Operating Budget by Member Agency

DRAFT

(000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	17,181	8,347	3,151	4,688	771	34,138
Fare Reduction Subsidy	293	-	-	197	-	490
Other Train Subsidies	2,565	-	-	-	-	2,565
Special Trains	-	-	-	-	-	-
Subtotal-Pro Forma FareBox	20,040	8,347	3,151	4,885	771	37,194
Dispatching	1,019	594	13	116	220	1,963
Other Revenues	344	150	73	88	35	691
MOW Revenues	6,811	3,047	880	1,766	427	12,932
Total Operating Revenue	28,215	12,138	4,117	6,855	1,454	52,779
Operating Expenses						
<u>Operations & Services</u>						
Train Operations	25,174	9,227	4,409	5,606	2,114	46,530
Equipment Maintenance	21,813	10,129	5,091	5,414	2,112	44,560
Fuel	15,330	6,667	2,874	3,588	1,284	29,743
Non-Scheduled Rolling Stock Repairs	50	24	10	12	3	100
Operating Facilities Maintenance	1,129	534	232	271	78	2,244
Other Operating Train Services	468	130	112	157	75	942
Rolling Stock Lease	-	-	-	-	-	-
Security	8,581	3,437	1,766	1,903	825	16,513
Public Safety Program	49	18	15	11	10	103
Passenger Relations	980	526	182	284	48	2,021
TVM Maintenance/Revenue Collection	2,335	1,147	871	673	317	5,342
Marketing	1,605	787	301	462	84	3,238
Media & External Communications	153	56	48	34	32	322
Utilities/Leases	1,465	532	459	324	307	3,088
Transfers	1,746	821	236	359	108	3,269
Amtrak Transfers	485	543	-	-	157	1,185
Station Maintenance	3,135	718	354	742	281	5,229
Rail Agreements	1,973	1,825	1,608	373	902	6,680
Holiday Trains	-	-	-	-	-	-
Special Trains 238	-	99	56	72	36	500
Subtotal Operations & Services	86,710	37,220	18,625	20,284	8,772	171,611
<u>Maintenance-of-Way</u>						
MoW - Line Segments	29,835	10,521	3,380	6,802	3,008	53,546
MoW - Extraordinary Maintenance	465	114	76	85	55	794
Subtotal Maintenance-of-Way	30,300	10,635	3,456	6,886	3,063	54,340
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	8,169	2,980	2,555	1,810	1,707	17,221
Ops Non-Labor Expenses	6,368	2,567	1,563	1,475	858	12,830
Indirect Administrative Expenses	11,698	4,248	3,669	2,589	2,453	24,658
Ops Professional Services	1,289	468	404	285	270	2,717
Subtotal Admin & Services	27,523	10,264	8,191	6,160	5,289	57,426
<u>Contingency</u>	42	15	13	9	9	88
Total Operating Expenses	144,574	58,133	30,284	33,339	17,133	283,464
Insurance and Legal						
Liability/Property/Auto	8,473	4,009	1,740	2,030	585	16,838
Net Claims / SI	498	236	102	119	34	990
Claims Administration	1,080	511	222	259	75	2,146
Total Net Insurance and Legal	10,051	4,756	2,064	2,408	694	19,974
Total Expense	154,625	62,889	32,349	35,748	17,828	303,438
Loss/Member Support Required	(126,410)	(50,751)	(28,232)	(28,892)	(16,373)	(250,659)

Agreement No. 23-25-079-00

**MEMORANDUM OF UNDERSTANDING NO. 23-25-079-00
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
FISCAL YEAR 2023-24 ANNUAL FUNDING MOU**

This Memorandum of Understanding ("MOU") is effective as of this ____ day of _____ 2023, by and between the Southern California Regional Rail Authority (hereinafter referred to as "SCRRA"), 900 Wilshire Blvd Suite 1500, Los Angeles, California 90017, and the Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, Riverside, California 92501, a public agency (hereinafter referred to as "RCTC"), which are sometimes individually referred to as "PARTY", and collectively referred to as "PARTIES".

I. RECITALS

- A. RCTC and SCRRA desire to enter into a MOU to define RCTC's financial commitments to the SCRRA fiscal year (FY) 2023-24 operating budget and rehabilitation/renovation and new capital budget (collectively, the "BUDGET").
- B. RCTC and SCRRA desire to enter into this MOU to define the respective responsibilities of SCRRA as a subrecipient of RCTC federal funds for costs in connection with the rehabilitation/renovation new and capital budget, and SCRRA's prior year rehabilitation/renovation and new capital costs.
- C. SCRRA provides a commuter rail service operating to, within, or through Los Angeles, Riverside, San Bernardino, Ventura, San Diego and Orange Counties.
- D. RCTC funds SCRRA commuter rail services benefitting Riverside County on the Riverside Line, Inland Empire-Orange County Line, and 91/Perris Valley Line (91/PVL) consistent with the existing cost sharing formula established by the Joint Powers Agreement forming SCRRA ("JPA"), RCTC Agreement No. M-23-008, to which RCTC is a party.
- E. SCRRA's operating budget covers train operations, including operating crews, dispatching, equipment maintenance, fuel, non-scheduled rolling stock repairs, operating facilities maintenance, rolling stock lease payments, security and guard services, public safety programs, passenger relations, existing ticket vending devices (TVD) maintenance and revenue collection, marketing and market research, media/external relations, utilities and leases, passenger transfers to

other operators, Rail 2 Rail program, station maintenance, freight rail agreements and general administrative costs that support SCRRA operations.

- F. SCRRA's ongoing capital budget includes the following rehabilitation/renovation and new capital projects: track, structure, and signal work; all-share facilities projects, rolling stock (cars and locomotives), system-wide track, signal, information technology, communications, rubber tire vehicles, existing TVD, and mechanical improvements.
- G. RCTC, at its June 14, 2023 meeting, approved RCTC's financial commitments to the SCRRA FY 2023-24 budget for operating costs and for rehabilitation/renovation and new capital projects with funds to be drawn down by SCRRA from the Federal Transit Administration (FTA).
- H. RCTC, in previous Commission meetings, has approved RCTC's financial commitment to prior SCRRA rehabilitation/renovation and new capital projects. Certain projects have not been completed and funds for those carryover projects will be drawn down by RCTC from FTA and used to reimburse SCRRA as work related to the approved projects are completed and invoiced to RCTC.
- I. SCRRA agrees to provide weed abatement, debris removal, track maintenance, graffiti removal, and other related maintenance, at road crossings, as well as routine maintenance, inspection and repairs of track, structures, signal system, grade crossing warning system and communication infrastructure (collectively, "Maintenance of Way Services") within twenty (20) feet from the center line along all operational tracks within the San Jacinto Subdivision.
- J. As the Railroad of Record on behalf of RCTC, SCRRA agrees to maintain track, signals, and crossing warning systems on the out of service portion of the San Jacinto Subdivision as needed ("ENS Signage and Maintenance Services"). SCRRA will post and maintain Emergency Notification Signs (ENS) with Metrolink's emergency telephone number at all crossings on the out of service areas as required by the Federal Railroad Administration (FRA) CFR Title 49 §234. The cost of all maintenance with respect to this portion of the Subdivision incurred by SCRRA will be tracked as a separate collectable project and billed separately to RCTC outside of this MOU. RCTC shall reimburse SCRRA for any maintenance on this portion of the subdivision within 30 days of approval of an invoice.
- K. Pursuant to the Shared Use Agreement between RCTC and BNSF Railway (BNSF), BNSF is obligated to pay a set rate per mile for trains that are operated and dispatched over the PVL ("BNSF Per Mile Payment Obligation").
- L. SCRRA will also maintain only to the extent that costs so incurred will be reimbursable by BNSF within twenty (20) feet from the center line along the freight-only double track, sidings and spurs between Highgrove Junction to the end of the PVL operating segment ("Freight Only Maintenance of Way Services"), provided that the costs for such maintenance are not an RCTC obligation, and shall

instead be reimbursed by BNSF pursuant to the BNSF Per Mile Payment Obligation. SCRRA shall perform only work that will be covered by the per mile payment. SCRRA shall invoice BNSF for such costs. RCTC shall work with SCRRA to ensure that SCRRA is reimbursed by BNSF.

- M. SCRRA agrees to provide special train service as included in the budget and will coordinate schedules and service options with member agencies.
- N. RCTC shall provide security guard services for the layover facilities at South Perris and Riverside Downtown stations, and SCRRA agrees to reimburse RCTC for such services as further detailed in this MOU but not to exceed \$400,000.

II. **Scope of MOU**

This MOU specifies the terms and conditions, roles and responsibilities of the PARTIES as they pertain to the subjects and projects addressed herein. Both RCTC and SCRRA agree that each will cooperate and coordinate with the other in all activities covered by this MOU and any other supplemental MOUs that may be required to facilitate the purposes thereof.

III. **Responsibilities of RCTC**

RCTC agrees to the following responsibilities for the BUDGET:

- A. Allocate to SCRRA the RCTC share of the BUDGET for operating costs in the not-to exceed amount of Twenty-Eight Million, Two Hundred Thirty-One Thousand, Seven Hundred Thirty-Six Dollars (\$28,231,736) for rail operations using state, local and federal funds, which will be invoiced to RCTC on a quarterly basis in advance by SCRRA. The breakdown of all funds to be used for the operating subsidy allocation is as follows:

Source	Amount
LTF	\$20,865,967
FTA Section 5337	\$7,365,769
Total	\$28,231,736

The best available information at the time of execution of this Agreement regarding the federal funding sources is included in Exhibit D, Details of Federal Award, attached to this MOU and incorporated herein by reference. RCTC may provide SCRRA an updated Details of Federal Award with additional or revised information regarding the federal funding sources via a separate letter, which shall, without further action of the PARTIES, amend the current

version of Exhibit D and be considered a part of this MOU. Such additional information or revisions shall not include changes to the terms of this MOU, or the amount of funding provided hereunder. In addition, RCTC will establish a 5.8% contingency amount of One Million, Six Hundred Fifty-Eight Thousand, Six Hundred Fifty-One Dollars (\$1,658,651) for unforeseen expenses or service adjustments during the year. Separate invoices will be required for any contingency related expenses.

- B. Program Thirteen Million, Three Hundred Seventy Six Thousand, Three Hundred Ninety-Nine Dollars (\$13,376,399) for state of good repair capital subsidy in FTA Section 5337 and Two Million, Three Hundred Fourteen Thousand, Nine Hundred and Five Dollars (\$2,314,905) for new capital subsidy in FTA Section 5307 funds and Seven Million, Three Hundred Sixty-Five Thousand, Seven Hundred and Sixty-Nine Dollars (\$7,365,769) for preventative maintenance in FTA Section 5337 to be drawn down directly by SCRRA. SCRRA will develop and execute the grants directly with FTA and provide RCTC with quarterly updates as to the status of the projects and fund drawdowns.
- C. For funds provided through prior year MOUs, RCTC will continue to reimburse SCRRA as a subrecipient for rehabilitation and renovation projects. RCTC shall review each invoice and pay all authorized expenses within 30 days following approval of an invoice that is properly submitted in accordance with this MOU.
- D. Review each SCRRA invoice for rehabilitation/renovation, and RCTC-approved new capital project costs to ensure eligibility for federal reimbursement and make timely drawdown requests to FTA for eligible expenses following approval of the invoice.
- E. Prepare and submit to the FTA, on a timely basis, all required periodic reports and milestone updates.
- F. Comply with all requirements of the current FTA Master Agreement, found at <https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v29-2022-02-07.pdf>
- G. Monitor SCRRA's respective responsibilities as a subrecipient of RCTC's federal funds for rehabilitation/renovation and new capital costs in connection with the BUDGET and with SCRRA's prior years' carryover budget.
- H. Per the regular operating formula, as set forth in the JPA, reimburse SCRRA for Maintenance of Way Services performed within twenty (20) feet from the center line along PVL, including any railroad structure or ballast cross-section that is located outside of this twenty (20) feet area (collectively, the "PVL SCRRA Maintenance Area"). These costs shall be included in the quarterly rail operations invoices submitted by SCRRA pursuant to Section III.A and are part

of the BUDGET allocated not-to-exceed amount set forth therein as listed in Exhibit A attached to this MOU and incorporated herein by reference.

- I. For the PVL, be responsible for applicable Maintenance of Way Services that are outside the PVL SCRRA Maintenance Area. RCTC shall not be required to provide flagmen for such Maintenance of Way Services if the Roadway Workers remain outside the 20 feet from centerline of track and there is no potential to foul the tracks. RCTC shall properly ensure that contractors have safety training for employees regardless of their duties.
- J. Provide security guards for the layover facilities at South Perris and Riverside Downtown stations, which costs shall be reimbursed by SCRRA. SCRRA's payment obligation shall be based on the agreed upon terms, which is at a maximum of \$400,000 a year. RCTC shall invoice SCRRA on a quarterly basis for the direct security and management costs associated with the security of the layover facilities. Notwithstanding any other provision of this MOU, RCTC may unilaterally terminate the obligation to provide security guard services under this MOU upon 30-day written notice to SCRRA.
- K. Require, under its contract(s) for security guard services, that the contractor(s) indemnify SCRRA to the same extent as indemnification is provided to RCTC and include SCRRA as an additional insured under all applicable policies required by RCTC under the contract(s).
- L. Make available to SCRRA as part of this MOU station security camera feeds for SCRRA's safety and security needs. However, this MOU does not cover any additional connections requested by SCRRA. Future connections shall be agreed to in writing by the PARTIES, and funding for any costs associated therewith will need to be identified.

IV. **Obligations of SCRRA**

SCRRA agrees to the following responsibilities for the BUDGET:

- A. Establish fiscal controls and accounting procedures sufficient to assure proper accounting for all transactions, so that audits may be performed. SCRRA shall use accounting and fiscal procedures conforming to generally accepted accounting principles (GAAP).
- B. Comply with the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to:
 - a. **Indirect Cost Rate**. SCRRA's submitted federally recognized indirect cost rate negotiated between SCRRA and the FTA. SCRRA will provide RCTC the rates in a separate letter as soon as they are available. If the

rates are updated with FTA, within 30 days of approval, SCRRA must reconcile its billings for any over or under-recovery of indirect costs previously billed to and reimbursed by RCTC using the provisional rates. Interest may not be claimed on any potential underpayments.

- C. Comply with the requirements of 49 CFR, Part 26, et. seq., and all other FTA Disadvantaged Business Enterprise (DBE) rules, regulations and policies in carrying out this MOU, and shall implement a stand-alone DBE Program that includes goal setting, outreach, monitoring, and reporting. SCRRA shall create and maintain records of compliance with the DBE obligations in this MOU and provide compliance information to RCTC upon request.
- D. Comply with all applicable sections of 2 CFR 200 "Grants and Agreements" pertaining to the management of federally funded assets. SCRRA shall provide all necessary information to RCTC so that RCTC can coordinate with the FTA regarding the requirements 2 CFR 200.
- E. Comply with all applicable sections of FTA Circular 5010.1.e pertaining to the management of federally funded assets, FTA Circular 4220.1F pertaining to any third-party contracts funded with FTA funds, and any other applicable FTA Circulars. SCRRA shall provide all necessary information to RCTC so that RCTC can coordinate with the FTA regarding the requirements in Circular 5010.1.e.
- F. Assume the role of direct recipient of current federal awards for the preventative maintenance, state of good repair, and new capital grants with funding allocated by RCTC. Quarterly reporting will need to be provided. For all prior year outstanding grants, SCRRA will provide RCTC with all the necessary information to remain in compliance as a subrecipient with the Uniform Guidance, FTA requirements, and RCTC Subrecipient Guidelines, all of which are on file at the offices of the PARTIES and are incorporated herein by reference.
- G. Comply with all applicable requirements of the FTA Master Agreement, the terms of which are incorporated herein by reference, and be responsible for any violation of FTA rules, regulations or policies, or misuse of funds by SCRRA.
- H. Submit a separate invoice to RCTC (Attention: Accounts Payable) on a quarterly basis for RCTC's share of the costs associated with the individual components of the BUDGET. Each invoice shall be in a mutually acceptable form and shall include the following information, at a minimum:
 - a. RCTC Agreement number
 - b. Time period covered by the invoice
 - c. Total invoice amount
 - d. For rehabilitation/renovation and new capital projects, supporting documentation, such as progress reports, contractor invoices, or other records to indicate payment has been made to contractor(s), or that

payment is imminent in the amount of the invoice, and such additional supporting documentation and background information as RCTC may reasonably require (including executed contracts, as further described below):

- e. All information needed for quarterly project reporting and milestone updates to allow RCTC enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than ten (10) days prior to the required date of the quarterly submission to the FTA, which is 30 days following the end of each quarter.
- I. For each invoice submitted to RCTC related to rehabilitation/renovation and capital projects, provide a description of services performed during invoice period and included in the invoice;
- J. For rehabilitation/renovation and capital projects, provide quarterly reports detailing total amount invoiced to date and balance remaining on projects; any significant issues encountered or anticipated; and a breakdown of percent completed and remaining for projects.
- K. Provide quarterly budget to actual reports to RCTC and the SCRRA Board of Directors reflecting actual ridership and revenues and expenses at a line item level compared to the adopted operating budget, based on financial information generated by SCRRA's Oracle financial system. Such financial information shall be based on a monthly financial closing process that includes significant accruals and material account reconciliations.
- L. Operate Metrolink commuter rail service on three lines serving Riverside County within budgeted service levels.
- M. Submit invoices to RCTC in a timely manner to allow RCTC to draw down FTA federal funds directly and provide quarterly expenditure report by grant to RCTC no later than the 20th of the month following the end of each quarter reflecting anticipated drawdown of federal funds and funds expended for RCTC-funded capital, rehabilitation/renovation projects, including a progress report on each budgeted rehabilitation/renovation project that includes status of each project, schedule update, , and expenditures to budget.
- N. Provide a reconciliation report to RCTC by March 31, 2024, identifying a surplus or deficit in FY 2022-23 RCTC allocations to the SCRRA for operating expenses.
- O. Obtain express written permission from RCTC prior to reallocating any unexpended/surplus FY 2022-23 RCTC operating funds.
- P. Return to RCTC any unexpended/surplus FY 2022-23 funds unless RCTC has provided written permission for reallocation or an agreement on rolling over funds to FY 2023-24 for operations.

- Q. Make available quarterly reports summarizing FY 2023-24 actual data versus budget, to assist in the measurement of performance metrics.
- R. As applicable, prepare and submit all required reports to federal and state agencies in a timely manner by the due dates established by those agencies in order to avoid any penalties that could impair funding to RCTC.
- S. To qualify for reimbursement from RCTC, SCRRA must submit the invoices and documentation as detailed in this paragraph. A final invoice for operating expenses for FY 2023-24 must be submitted on or prior to June 30, 2024 for budgeted or adjusted budget operating expenses. If, after reconciliation of operating expenses is completed, it is determined that additional funds are needed to cover authorized expenses a revised final invoice with backup justification will be provided to RCTC by March 31, 2025. The invoices for rehabilitation/renovation and new capital projects shall be provided as soon as possible, in accordance with FTA guidelines of the specified grant funds. Should a rehabilitation/renovation or capital project incur a delay, SCRRA shall promptly notify RCTC as to the cause of delay and other pertinent information that may be required to obtain an extension of grant terms, as applicable. Invoices submitted beyond the stated timeframes, unless extended, will be reviewed and may be reimbursed, on a case-by-case basis, subject to the availability of funding, as determined by RCTC and its grantors.
- T. Submit invoices to BNSF for dispatching along the PVL and for the Freight Only Maintenance of Way Services. If the annual BNSF Per Mile Payment Obligation exceeds the costs of the Freight Only Maintenance of Way Services, SCRRA shall also invoice BNSF for a portion of the Maintenance of Way Services within the PVL SCRRA Maintenance Area.
- U. Provide Maintenance of Way Services within the PVL SCRRA Maintenance Area.
- V. Be responsible for all the fencing maintenance, weeding, trash, graffiti and maintenance within SCRRA's responsibility for track and structures.
- W. As the Railroad of Record on behalf of RCTC, SCRRA agrees to provide the ENS Signage and Maintenance Services as defined in Section I.J, to track such services as a separate collectable project, and to bill RCTC for such services separately, outside of this MOU.
- X. Reimburse RCTC on a quarterly basis for the direct security costs associated with the security of the layover facility located at the Riverside Downtown station and the South Perris Station along the PVL, for a total, not-to-exceed amount of \$400,000. Payments shall be made to RCTC within thirty (30) days of receipt and approval by SCRRA of RCTC's invoice and supporting documentation. Hourly rates for security services are as set forth in Exhibit C attached to this MOU and incorporated herein by reference. Notwithstanding

any other provision of this MOU, SCRRA may unilaterally terminate the security guard services provided under this MOU upon 30-day written notice to RCTC.

Y. Make available to RCTC as part of this MOU security camera feeds for RCTC's safety and security needs. The feeds captured within and near the station areas that are intended to monitor Communication Structures and other areas related to trains operations and equipment shall also be made available to RCTC. Future connections will need to be agreed to in writing by the PARTIES and funding for any costs associated with the project will need to be identified.

Z. Maintain the 48 fibers provided by RCTC for SCRRA's use.

AA. Be responsible for the maintenance of existing TVDs located at RCTC owned stations. Removal of any TVD from the designated station will require written notification to and approval from RCTC prior to work commencing. If the removal or the relocation of the TVD is requested by RCTC, any associated costs will be incurred by RCTC.

BB. Report on and credit to RCTC's quarterly member agency operating subsidy allocation any revenues received from BNSF for the Freight Only Maintenance of Way Services and any additional Maintenance of Way Services along the PVL on a quarterly basis. Those revenues will be used to offset RCTC's member agency operating subsidy allocation and reported on quarterly invoices.

CC. Report on and credit to RCTC's quarterly member agency operating subsidy allocation any revenues received from BNSF for the dispatching along the PVL.

DD. Be responsible for the maintenance of the Riverside Downtown and South Perris layover facilities, unless different agreements are made in writing by both PARTIES.

EE. Complete all work to be funded under this MOU in a good and workmanlike manner, consistent with the standard of care generally recognized as being employed by professionals in the same discipline in the State of California. Failure of SCRRA to abide by the conditions above may result in delay to payment schedule outlined in Responsibilities of RCTC.

V. Maximum Obligation

A. Notwithstanding any provisions of this MOU to the contrary, RCTC and SCRRA agree that RCTC's maximum cumulative payment obligation hereunder shall be Twenty-Eight Million, Two Hundred Thirty-One Thousand, Seven Hundred Thirty-Six Dollars (\$28,231,736) for rail operations; One Million, Six Hundred Fifty-Eight Thousand, Six Hundred Fifty-One Dollars (\$1,658,651) for contingency; Thirteen Million, Three Hundred Seventy Six Thousand, Three Hundred Ninety-Nine Dollars (\$13,376,399) for state of good repair capital subsidy and Two Million, Three Hundred Fourteen Thousand, Nine Hundred and Five Dollars (\$2,314,905) for new

capital subsidy. Any amendments to the BUDGET that increase the amount set forth as due from RCTC will require RCTC board approval.

B. Notwithstanding any provisions of the MOU to the contrary, RCTC and SCRRA agree that SCRRA's maximum cumulative payment obligation hereunder for security guard services shall be Four Hundred Thousand Dollars (\$400,000).

VI. Complete MOU

- A. This MOU, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) between SCRRA and RCTC concerning the subject matter addressed herein and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this MOU shall not affect the validity of other term(s) or conditions(s) of this MOU. The above-referenced Recitals are true and correct and are incorporated by reference herein.
- B. RCTC'S failure to insist on any instance(s) of SCRRA's performance of any term(s) or condition(s) of this MOU shall not be construed as a waiver or relinquishment of RCTC's right to such performance or to future performance of such term(s) or condition(s), and SCRRA's obligation in respect thereto shall continue in full force and effect. Except for updates to Exhibit D, Details of Federal Award, which may be made in accordance with Section III.A, changes to any portion of this MOU shall not be binding upon RCTC except when specifically confirmed in writing by an authorized representative of RCTC by way of a written amendment to this MOU and issued in accordance with the provisions of this MOU.
- C. SCRRA's failure to insist on any instance(s) of RCTC's performance of any term(s) or condition(s) of this MOU shall not be construed as a waiver or relinquishment of SCRRA's right to such performance or to future performance of such term(s) or condition(s), and RCTC's obligation in respect thereto shall continue in full force and effect. Except for updates to Exhibit D, Details of Federal Award, which may be made in accordance with Section III.A, changes to any portion of this MOU shall not be binding upon SCRRA except when specifically confirmed in writing by an authorized representative of SCRRA by way of a written amendment to this MOU and issued in accordance with the provisions of this MOU.

VII. Authorized Representatives

The actions required to be taken by SCRRA and RCTC in the implementation of this MOU are delegated to the respective authorized representative of each PARTY. The authorized representative for SCRRA is its Chief Executive Officer, or designee, and the authorized representative for RCTC is its Executive Director, or designee.

VIII. Audit and Inspection

In its role as a subrecipient, SCRRA shall:

- A. Maintain a complete set of accounting records in accordance with GAAP for RCTC subrecipient monitoring, FTA, and normal operations purposes. The original records shall be maintained within the SCRRA limits.
- B. Prepare and file, within nine (9) months after the close of the fiscal year, financial statements of SCRRA for such fiscal year, together with an audit report thereon prepared by and independent certified public accountant. SCRRA shall publish and provide a copy to RCTC of audited financial statements within ten (10) days of board approval of the financial statements and audit report.
- C. Upon reasonable notice, permit the authorized representatives of RCTC and FTA to inspect and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of not less than three (3) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this MOU shall be the date of RCTC's payment of SCRRA's final billing (so noted on the invoice) under this MOU.
 - a. Upon conclusion of RCTC's monitoring of SCRRA as a subrecipient under this MOU, RCTC shall prepare a notice to SCRRA of any findings or deficiencies and immediate actions to be taken by SCRRA to correct issues involving ineligible uses of federal funds.
 - i. SCRRA shall timely develop a corrective action plan for any findings or deficiencies from the issuance of the review findings to address deficiencies or noncompliance issues.
- D. With respect to audits in accordance with (C), include these same requirements in construction contracts with SCRRA's contractor(s).
- E. Comply with the terms and conditions for close-out of subawards.

RCTC shall have the right to reproduce any such books, records, and accounts.

If the FTA determines that any FTA funds paid to SCRRA were not spent in accordance with applicable federal rules and regulations, SCRRA shall be responsible for

reimbursement of all such improperly expended funds and shall make such reimbursement in the manner specified by FTA.

If SCRRA fails to comply with the requirements of this MOU as it pertains to federal requirements as a subrecipient, RCTC may impose additional conditions or take one or more of the following actions, as appropriate:

- A. Temporarily withhold cash payments;
- B. Disallow all or part of the cost of the activity that is not in compliance;
- C. Wholly or partly suspend or terminate the federal award;
- D. Recommend that the federal agency initiate suspension or debarment proceedings; or
- E. Take other remedies that may be legally available.

IX. Indemnification and Insurance

- A. SCRRA shall indemnify, defend and hold harmless RCTC, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be caused by the acts, omissions or willful misconduct by SCRRA, its officers, directors, employees, contractors, or agents in connection with or arising out of the performance of this MOU.
- B. RCTC shall indemnify, defend and hold harmless SCRRA, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be caused by the acts, omissions or willful misconduct by RCTC, its officers, directors, employees or agents in connection with or arising out of the performance of this MOU.
- C. The indemnification and defense obligations of this MOU shall survive its expiration or termination.
- D. SCRRA maintains property and general liability insurance and/or self-insurance in the amounts and with coverage as set forth in the insurance certificates attached hereto as Exhibit B and incorporated herein by reference. SCRRA shall maintain such insurance for the duration of this MOU. SCRRA shall require that SCRRA contractors maintain appropriate insurance coverage for injuries to persons, or damages to property, which may arise from or in connection with their operations on RCTC property. Further, the

PARTIES agree that SCRRA is responsible for maintenance and repair of damage to, regardless of cause or ownership, all assets that facilitate SCRRA's operations, and shall provide insurance, therefore.

- E. SCRRA and its contractors shall include RCTC as an insured or additional insured on all insurance policies required to be maintained hereunder.

X. Additional Provisions

RCTC and SCRRA agree to the following mutual responsibilities:

- A. Term of MOU: This MOU shall terminate upon the completion of the disbursement of the operating and capital funds to SCRRA and the completion of all reports, updates or any other documentation or responsibility of the PARTIES related to the projects in the BUDGET. In all events, this MOU shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than seven (7) years from the date of the execution of this MOU. This MOU may only be extended upon written mutual consent by both PARTIES.
- B. Dispute Resolution: In the case of a dispute, the Executive Director and Chief Executive Officer of the PARTIES shall timely attempt to resolve the dispute. If the PARTIES are unable to resolve the dispute, either PARTY may elect to initiate arbitration by a panel of three arbitrators pursuant to the rules of the American Arbitration Association. The panel of arbitrators shall consist of one arbitrator appointed by the governing body of each of the PARTIES, and the third member shall be appointed by mutual consent of the other two arbitrators.
- C. Modifications: This MOU may be amended in writing at any time by the mutual consent of both PARTIES. Except as expressly stated herein, no amendment shall have any force or effect unless executed in writing by both PARTIES.
- D. Laws and Regulations: RCTC and SCRRA shall comply with all applicable federal, state, and local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the BUDGET.
- E. Legal Authority: The persons signing below represent that they are authorized to execute this MOU on behalf of their respective PARTY, and that, by so executing this MOU, the PARTIES hereto are formally bound to the provisions of this MOU.
- F. Severability: If any term, provision, covenant or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected

thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.

- G. Counterparts: This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same MOU.
- H. Force Majeure: Either PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.
- I. Assignment: Neither this MOU, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- J. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.
- K. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this MOU. Venue shall be in Riverside County exclusively.
- L. Arbitration Fees: Should arbitration arise out of this MOU for the performance hereof, the arbitration fees, and other costs and expenses, including attorney's fees, shall be paid by the PARTY against whose favor the arbitration, or any subsequent legal action arising out of the arbitration, is found.
- M. Notices: Any notices, requests, or demands made between the PARTIES pursuant to this MOU are to be directed as follows:

To SCRRRA:	To RCTC:
Southern California Regional Rail Authority	Riverside County Transportation Commission
900 Wilshire Blvd Suite 1500 Los Angeles, CA 90017	Street Address: 4080 Lemon St 3 rd Floor Riverside, CA 92501 Mailing Address: P.O. Box 12008 Riverside, CA 92502
Attention: Chief Executive Officer Tel: 213-452-0255 E-mail: SCRRACEO@scrra.net	Attention: Executive Director Tel: 951-787-7141 E-mail: amayer@rctc.org

- N. Successors and Assigns: The provisions of this MOU shall bind and inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.
- O. Survival: All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this MOU, including, but not limited to, the indemnification, reporting, auditing, repayment of improperly expended funds, and records maintenance obligations, shall survive any such expiration or termination.
- P. Incorporation of Recitals. The recitals set forth above are true and correct and incorporated into this MOU as if fully set forth herein.
- Q. Signatures: A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature.

This MOU shall be made effective upon execution by both PARTIES.

[Signatures on following page]

**SIGNATURE PAGE TO
MOU No. 23-25-079-00**

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU No. 23-25-079-00 to be executed on the date first above written.

**SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY**

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

Chief Executive Officer

Executive Director

Reviewed and Approved as to Form:

SCRRA Legal Counsel

RCTC General Legal Counsel

EXHIBIT A-SCRRA BUDGET

RCTC's shares of SCRRA's FY 2023-24 Budget, as approved by the SCRRA Board of Directors in June 2023, are shown below:

Operating Budget:

RCTC Share	\$28,231,736
Net Subsidy	\$28,231,736

Capital Budget:

RCTC Share – State of Good Repair	\$13,376,399
RCTC Share – New Capital	\$2,314,905
Total	\$15,691,304

EXHIBIT B-INSURANCE CERTIFICATES

[attached behind this page]

DRAFT

EXHIBIT C
Hourly Rate for Security Guards July 2023 to June 2024
 (New rates will be updated with pending contract)

			Hours Per Day		(Example)				
Services	Location	Quantity	M-F	Sa-Su	Hours per Week	Rate	Weekly	Monthly	Yearly
Unarmed Standard	Downtown Riverside Mission	1	8	24	88	\$21.91	\$1928.08	7712.32	92,547.84
Unarmed Standard	Downtown Riverside Platform	1	8	8	56	\$21.91	\$1,226.96	\$4,907.84	\$58,894.08
Unarmed Standard	South Perris	1	24	24	168	\$21.91	3680.88	14723.52	176,682.24
								Total	Not to exceed \$400,000

EXHIBIT D
DETAILS OF FEDERAL AWARD
Subrecipient Notifications
(This file will be updated once pending grants are executed)

[attached behind this page]

DRAFT

EXHIBIT E

**NEGOTIATED INDIRECT COST RATE
AGREEMENT BETWEEN THE
SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY AND THE
FEDERAL TRANSIT ADMINISTRATION**

**(To be updated with most recent
information from SCRRA)**

DRAFT

**AMENDMENT NO. 1 TO FUNDING AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 22-25-090**

This Amendment No. 1 to Memorandum of Understanding (this "Amendment No. 1") is made and entered into by and between the Southern California Regional Rail Authority ("SCRRA") and the Riverside County Transportation Commission ("RCTC") and is effective upon signature of both parties.

RECITALS:

- A. WHEREAS, SCRRA and RCTC entered into that certain Memorandum of Understanding 22-25-090, executed July 1, 2022 (the "Existing Memorandum of Understanding"), which Existing Memorandum of Understanding provides for funding the 2022-23 operating budget and rehabilitation/renovation and new capital budget (collectively, the "BUDGET").
- B. WHEREAS, SCRRA and RCTC now desire to amend the Existing Memorandum of Understanding to increase the LTF funding to be provided by RCTC by Four Hundred Forty Eight Thousand, Five Hundred and Nine Dollars (\$448,509). This change will increase the total operating expense budget to Twenty-Seven Million, One Hundred Forty-Four Thousand, One Hundred and Forty- Six Dollars (\$27,144,146).

TERMS:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Section III. A of the Existing Memorandum of Understanding is hereby amended, in part, to read as follows:

"Allocate to SCRRA the RCTC share of the BUDGET for operating costs in the not-to exceed amount of Twenty-Seven Million, One Hundred Forty-Four Thousand, One Hundred and Forty- Six Dollars (\$27,144,146) for rail operations using state, local and federal funds, which will be invoiced to RCTC on a quarterly basis in advance by SCRRA. The breakdown of all funds to be used for the operating subsidy allocation is as follows:

Source	Amount
LTF	\$20,144,146
FTA Section 5337	\$4,000,000
STA	\$3,000,000
Total	\$27,144,146

2. The total operating expenses of the Existing Memorandum of Understanding, as set forth in Section III. A., is hereby amended to provide for an additional by Four Hundred Forty Eight Thousand, Five Hundred and Nine Dollars (\$448,509) in LTF funding. The amount set forth for rail operations in Section V and Exhibit A of the Existing Memorandum of Understanding is hereby increased by Four Hundred Forty Eight Thousand, Five Hundred and Nine Dollars (\$448,509) to reflect the amended sum of Twenty-Seven Million, One Hundred Forty-Four Thousand, One Hundred and Forty-Six Dollars (\$27,144,146).

3. Except as expressly amended hereby, the Existing Memorandum of Understanding remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing Memorandum of Understanding that are not expressly amended by this Amendment No. 1 shall remain unchanged.

4. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

[Signatures on following page]

SIGNATURE PAGE TO AMENDMENT NO. 1 TO FUNDING AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the date set forth below.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____

Anne Mayer
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

SCRRA:

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____

Darren Kettle
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____

Don O. Del Rio
General Counsel



Table 4.0 - Summary of Funding Request - FY2022/23
RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs

Operating																	
Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES - OB	5337	5337 OB	5339	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	PTMISEA	SGR PUC99313	SGR PUC99314	STA PUC99313	Farebox
Western County Rail																	
Metrolink Operating Subsidy & Preventative Maintenance	\$26,695,637				\$ 4,000,000				\$ 19,464,900	\$ 230,737						\$ 3,000,000	
Next Generation Rail Study Phase II	\$500,000								\$ 500,000								
Program Management and Support ¹	\$7,017,300								\$ 2,035,100		\$ 3,482,200	\$ 1,500,000					
San Jacinto Line Right of Way Maintenance	\$2,442,800										\$ 1,995,800	\$ 447,000					
Station Operations and Security	\$7,158,200										\$ 6,861,000	\$ 297,200					
Transfer Agreements	\$100,000								\$100,000								
Free Rail Pass Program	\$1,000,000							\$ 1,000,000									
Vanpool																	
RCTC VanClub Operating Expenses	\$1,311,812			\$ 201,400							\$ 82,100	\$ 232,400					\$795,912
Sub-total Operating	\$46,225,749	\$0	\$0	\$201,400	\$4,000,000	\$0	\$0	\$1,000,000	\$22,100,000	\$230,737	\$12,421,100	\$2,476,600	\$0	\$0	\$0	\$3,000,000	\$795,912
Capital																	
Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES	5337	5337 OB	5339	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	PTMISEA	SGR PUC99313	SGR PUC99314	STA PUC99313	TIRCP
Western County Rail																	
RCTC Metrolink Capital Obligation - 23-1	\$10,391,915	\$1,989,770			\$8,402,145												
Perris South Station Expansion and 4th Layover Track 23-2	\$25,042,000																\$ 25,042,000
PVL 2nd Track Moreno Valley to Downtown Perris - 23-3	\$5,000,000															\$5,000,000	
Rail Stations Capital Rehabilitation - 22-1 ²	\$-3,994																
Rail Stations - Capital Rehabilitation - South Perris - 23-4	\$812,906						\$417,631						\$395,275	\$-2,508	\$-1,486		
Coachella Valley Rail																	
CV Rail Environmental/Service Development Plan - CV 21-1	\$441,900											\$ 700				\$441,200	
Sub-total Capital	\$41,684,727	\$1,989,770		\$0	\$8,402,145	\$0	\$417,631	\$0	\$0	\$0	\$0	\$700	\$395,275	\$-2,508	\$-1,486	\$5,441,200	\$25,042,000
Total Operating & Capital	\$87,910,476	\$1,989,770	\$0	\$201,400	\$12,402,145	\$0	\$417,631	\$1,000,000	\$22,100,000	\$230,737	\$12,421,100	\$2,477,300	\$395,275	\$-2,508	\$-1,486	\$8,441,200	\$25,837,912

¹ Includes Rail program administration, capital support, marketing, Operation Lifesaver, professional services, and special trains. Allocations for salaries and benefits and professional development are subject to change pending the Commission's final budget approval.

² Includes a reduction for actual SGR amounts

Table 4.0 - Summary of Funding Request - FY2022/23
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Operating																	
Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES - OB	5337	5337 OB	5339	LCTOP PUC99313	LTF ³	LTF - OB	MA CR	OTHR LCL	PTMISEA	SGR PUC99313	SGR PUC99314	STA PUC99313	Farebox
Western County Rail																	
Metrolink Operating Subsidy & Preventative Maintenance	\$27,144,146				\$ 4,000,000				\$ 19,464,900	\$ 679,246						\$ 3,000,000	
Next Generation Rail Study Phase II	\$500,000								\$ 500,000								
Program Management and Support ¹	\$7,017,300								\$ 2,035,100		\$ 3,482,200	\$ 1,500,000					
San Jacinto Line Right of Way Maintenance	\$2,442,800										\$ 1,995,800	\$ 447,000					
Station Operations and Security	\$7,158,200										\$ 6,861,000	\$ 297,200					
Transfer Agreements	\$100,000								\$100,000								
Free Rail Pass Program	\$1,000,000							\$ 1,000,000									
Vanpool																	
RCTC VanClub Operating Expenses	\$1,311,812			\$ 201,400							\$ 82,100	\$ 232,400					\$795,912
Sub-total Operating	\$46,674,258	\$0	\$0	\$201,400	\$4,000,000	\$0	\$0	\$1,000,000	\$22,100,000	\$679,246	\$12,421,100	\$2,476,600	\$0	\$0	\$0	\$3,000,000	\$795,912
Capital																	
Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES	5337	5337 OB	5339	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	PTMISEA	SGR PUC99313	SGR PUC99314	STA PUC99313	TIRCP
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CV Rail Environmental/Service Development Plan - CV 21-1	\$441,900											\$ 700				\$441,200	
Sub-total Capital	\$41,684,727	\$1,989,770		\$0	\$8,402,145	\$0	\$417,631	\$0	\$0		\$0	\$700	\$395,275	\$-2,508	\$-1,486	\$5,441,200	\$25,042,000
Total Operating & Capital	\$88,358,985	\$1,989,770	\$0	\$201,400	\$12,402,145	\$0	\$417,631	\$1,000,000	\$22,100,000	\$679,246	\$12,421,100	\$2,477,300	\$395,275	\$-2,508	\$-1,486	\$8,441,200	\$25,837,912

¹ Includes Rail program administration, capital support, marketing, Operation Lifesaver, professional services, and special trains. Allocations for salaries and benefits and professional development are subject to change pending the Commission's final budget approval.

² Includes a reduction for actual SGR amounts

³ Additional \$448,509 from FY 21/22 expenses

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	Jillian Guizado, Planning and Programming Director
THROUGH:	Aaron Hake, Deputy Executive Director
SUBJECT:	Agreements for On-Call Grant Writing Services

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award the following agreements to provide on-call grant writing services for a four-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of \$1,416,000;
 - a. Agreement No. 23-31-055-00 to HNTB;
 - b. Agreement No. 23-31-072-00 to Mark Thomas & Company, Inc.;
 - c. Agreement No. 23-31-073-00 to Evan Brooks Associates, Inc.;
 - d. Agreement No. 23-31-074-00 to WSP USA Inc.;
 - e. Agreement No. 23-31-075-00 to HDR Engineering, Inc.;
 - f. Agreement No. 23-31-076-00 to KOA Corporation;
 - g. Agreement No. 23-31-077-00 to Dewberry Engineers Inc.;
 - h. Agreement No. 23-31-078-00 to Townsend Public Affairs;
- 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:

In June 2017, the Commission awarded its first on-call grant writing bench agreements to four firms in an effort to plan for the future, maximize assets, increase funding, and communicate more – all recommendations resulting from the January 2016 Strategic Assessment. Having an on-call grant writing bench has empowered Commission departments to proactively and efficiently consider and ultimately pursue discretionary grants when opportunities arise. The current on-call grant writing bench term expires on June 30, 2023.

Eight task orders were issued in the six-year period of the current on-call grant writing bench for a total value of \$550,081. To date, the Commission has been successful in obtaining \$88.8 million in grant funding for four projects. There is one outstanding grant application requesting

\$44.5 million; the results are anticipated to be announced by the California Transportation Commission on June 8, 2023.

In November 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), a five-year transportation reauthorization. Many new competitive funding opportunities that staff anticipates pursuing are included in the IIJA. Between federal funding and the state competitive funding programs from Senate Bill 1, as passed in 2017, maintaining an on-call grant writing bench will ensure the Commission will be fully prepared to pursue every available and appropriate opportunity to fund priority projects.

DISCUSSION:

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for on-call grant writing services as set forth under the terms of Request for Proposals (RFP) No. 23-31-055-00.

RFP No. 23-31-055-00 for On-Call Grant Writing Services was released by staff on February 28, 2023. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 553 firms, two (2) of which are located in Riverside County. Through the PlanetBids site, 43 firms downloaded the RFP. Staff responded to all questions submitted by potential proposers by March 14, 2023. Thirteen firms—California Consulting, Inc. (El Segundo, CA), CohnReznick LLP (Los Angeles, CA), CWE (Fullerton, CA), Dewberry Engineers Inc. (Long Beach, CA), Evan Brooks Associates, Inc. (Pasadena, CA), Global Urban Strategies, Inc. (Alhambra, CA), HDR Engineering, Inc. (Riverside, CA), HNTB Corporation (Ontario, CA), KOA Corporation (Orange, CA), Mark Thomas & Company, Inc. (Ontario, CA), MNS Engineers, Inc. (Ontario, CA), Townsend Public Affairs (Newport Beach, CA), and WSP USA Inc. (San Bernardino, CA) - submitted responsive proposals prior to the 2:00 p.m. submittal deadline on April 4, 2023. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission staff.

As a result of the evaluation committee's assessment of the written statements of qualifications, the evaluation committee determined eight firms – HNTB Corporation; Mark Thomas & Company, Inc.; Evan Brooks Associates, Inc.; WSP USA Inc.; HDR Engineering, Inc.; KOA Corporation; Dewberry Engineers Inc.; and Townsend Public Affairs – to be the most qualified firms to provide on-call grant writing services. The evaluation committee recommends contracts for these eight firms for a four-year term, and one, two-year option to extend the agreements, in the aggregate amount of \$1,416,000, 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 generally be provided by Measure A sources.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2023/24 FY 2024/25	Amount:	\$200,000 \$1,216,000
Source of Funds:	2009 Measure A Western County Rail 2009 Measure A Western County Highway			Budget Adjustment:	No N/A
GL/Project Accounting No.:	654199 65520 00127 0000 265 33 65520 (General Management Rail) 623999 65520 00127 0000 262 31 65520 (General Management Highway)				
Fiscal Procedures Approved:				Date:	05/04/2023

Attachments:

- 1) Draft Agreement No. 23-31-055-00 with HNTB Corporation
- 2) Draft Agreement No. 23-33-072-00 with Mark Thomas & Company, Inc.
- 3) Draft Agreement No. 23-33-073-00 with Evan Brooks Associates, Inc.
- 4) Draft Agreement No. 23-33-074-00 with WSP USA Inc.
- 5) Draft Agreement No. 23-33-075-00 with HDR Engineering, Inc.
- 6) Draft Agreement No. 23-33-076-00 with KOA Corporation
- 7) Draft Agreement No. 23-33-077-00 with Dewberry Engineers Inc.
- 8) Draft Agreement No. 23-33-078-00 with Townsend Public Affairs

Agreement No. 23-31-055-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH HNTB CORPORATION**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **HNTB CORPORATION** ("Consultant"), a **CORPORATION**.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing on-call grant writing services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of 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 not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.6 Substitution of Key Personnel. Consultant has represented to 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 and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Sean Libberton.

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

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, 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 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.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to 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.

3.12 Insurance.

3.12.1 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.

3.12.2 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; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, 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.

3.12.3 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. 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.

3.12.4 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 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, its 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, its 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, its 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, its 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.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 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 expenses.

3.12.6 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.

3.12.7 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.

3.12.8 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.

3.13 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.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. 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. The total compensation shall not exceed **[__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__])** without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

CONSULTANT:

HNTB Corporation
3633 Inland Empire Blvd.
Ste. 750
Ontario, CA 91764
Attn: Kevin A. Haboian, PE

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 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.

3.18.2 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.

3.18.3 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.

3.18.4 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.

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its 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, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its 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, its 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.

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

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

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

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 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.

3.27 Prohibited Interests and Conflicts.

3.27.1 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, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 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.

3.27.4 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.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any 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. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and 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.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 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.

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

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

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

3.41 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.

3.42 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.

3.43 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.

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

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH HNTB CORPORATION**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
HNTB CORPORATION**

By: _____
**ANNE MAYER
EXECUTIVE DIRECTOR**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
**Best Best & Krieger LLP
General Counsel**

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

DRAFT

STATEMENT OF SERVICES FOR ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.
- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.

- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

DRAFT

EXHIBIT "B"

COMPENSATION

[INSERT]

Agreement No. 23-31-072-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH MARK THOMAS & COMPANY, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and MARK THOMAS & COMPANY, INC. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of 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 not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.6 Substitution of Key Personnel. Consultant has represented to 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 and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Darin Johnson, PE.

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

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, 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 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.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to 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.

3.12 Insurance.

3.12.1 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.

3.12.2 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; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, 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.

3.12.3 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. 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.

3.12.4 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 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, its 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, its 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, its 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, its 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.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 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 expenses.

3.12.6 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.

3.12.7 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.

3.12.8 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.

3.13 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.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. 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. The total compensation shall not exceed **[__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__])** without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

CONSULTANT:

Mark Thomas & Company, Inc.
2121 Alton Parkway
Ste. 210
Irvine, CA 92606
Attn: Darin Johnson, PE

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 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.

3.18.2 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.

3.18.3 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.

3.18.4 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.

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its 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, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its 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, its 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.

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

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

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

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 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.

3.27 Prohibited Interests and Conflicts.

3.27.1 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, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 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.

3.27.4 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.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any 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. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and 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.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 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.

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

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

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

3.41 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.

3.42 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.

3.43 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.

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

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH MARK THOMAS & COMPANY**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
MARK THOMAS & COMPANY**

By: _____
**Anne Mayer
Executive Director**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
**Best Best & Krieger LLP
General Counsel**

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

DRAFT

STATEMENT OF SERVICES FOR ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.
- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.

- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

DRAFT

EXHIBIT "B"

COMPENSATION

[INSERT]

DRAFT

Agreement No. 23-31-073-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH EVAN BROOKS ASSOCIATES, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and EVAN BROOKS ASSOCIATES, INC. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of 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 not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.6 Substitution of Key Personnel. Consultant has represented to 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 and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Hal Suetsugu.

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

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, 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 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.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to 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.

3.12 Insurance.

3.12.1 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.

3.12.2 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; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, 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.

3.12.3 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. 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.

3.12.4 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 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, its 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, its 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, its 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, its 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.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 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 expenses.

3.12.6 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.

3.12.7 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.

3.12.8 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.

3.13 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.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. 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. The total compensation shall not exceed **[__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__])** without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

CONSULTANT:

Evan Brooks Associates, Inc.
750 E. Green Street
Ste. 301
Pasadena, CA 91101
Attn: Hal Suetsugu

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 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.

3.18.2 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.

3.18.3 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.

3.18.4 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.

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its 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, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its 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, its 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.

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

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

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

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 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.

3.27 Prohibited Interests and Conflicts.

3.27.1 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, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 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.

3.27.4 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.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any 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. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and 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.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 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.

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

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

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

3.41 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.

3.42 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.

3.43 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.

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

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH EVAN BROOKS ASSOCIATE, INC.**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
EVAN BROOKS ASSOCIATES, INC.**

By: _____
**Anne Mayer
Executive Director**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
**Best Best & Krieger LLP
General Counsel**

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

DRAFT

STATEMENT OF SERVICES FOR ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

EXHIBIT "B"

COMPENSATION

[INSERT]

Agreement No. 23-31-074-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH WSP USA INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and WSP USA INC. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of 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 not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.6 Substitution of Key Personnel. Consultant has represented to 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 and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Steven A. Yoshizumi, PE.

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

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, 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 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.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to 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.

3.12 Insurance.

3.12.1 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.

3.12.2 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; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, 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.

3.12.3 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. 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.

3.12.4 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 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, its 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, its 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, its 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, its 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.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 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 expenses.

3.12.6 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.

3.12.7 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.

3.12.8 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.

3.13 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.

3.14 Fees and Payment.

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

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

CONSULTANT:
WSP USA INC.
11870 Pierce Street
Ste. 160
Riverside, CA 92505
Attn: Steven Yoshizumi

COMMISSION:
Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 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.

3.18.2 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.

3.18.3 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.

3.18.4 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.

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its 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, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its 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, its 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.

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

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

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

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 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.

3.27 Prohibited Interests and Conflicts.

3.27.1 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, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 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.

3.27.4 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.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any 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. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and 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.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 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.

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

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

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

3.41 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.

3.42 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.

3.43 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.

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

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH WSP USA INC.**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
WSP USA INC.**

By: _____
**Anne Mayer
Executive Director**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
**Best Best & Krieger LLP
General Counsel**

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

DRAFT

STATEMENT OF SERVICES FOR ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

EXHIBIT "B"

COMPENSATION

[INSERT]

DRAFT

Agreement No. 23-31-075-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH HDR ENGINEERING, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and HDR ENGINEERING, INC. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of 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 not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.6 Substitution of Key Personnel. Consultant has represented to 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 and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Anna Lantin.

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

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, 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 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.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to 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.

3.12 Insurance.

3.12.1 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.

3.12.2 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; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, 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.

3.12.3 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. 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.

3.12.4 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 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, its 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, its 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, its 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, its 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.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 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 expenses.

3.12.6 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.

3.12.7 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.

3.12.8 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.

3.13 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.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. 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. The total compensation shall not exceed **[__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__])** without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

CONSULTANT:

HDR Engineering, Inc.
2280 Market Street
Ste. 100
Riverside, CA 92501
Attn: Anna Lantin

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 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.

3.18.2 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.

3.18.3 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.

3.18.4 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.

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its 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, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its 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, its 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.

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

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

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

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 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.

3.27 Prohibited Interests and Conflicts.

3.27.1 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, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 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.

3.27.4 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.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any 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. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and 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.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 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.

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

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

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

3.41 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.

3.42 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.

3.43 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.

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

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH HDR Engineering Inc.**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
HDR Engineering, Inc.**

By: _____
**Anne Mayer
Executive Director**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
**Best Best & Krieger LLP
General Counsel**

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

DRAFT

STATEMENT OF SERVICES FOR ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

EXHIBIT "B"

COMPENSATION

[INSERT]

Agreement No. 23-31-076-00**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH KOA.****1. PARTIES AND DATE.**

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and KOA. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of 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 not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.6 Substitution of Key Personnel. Consultant has represented to 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 and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Min Zhou, PE.

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

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, 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 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.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to 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.

3.12 Insurance.

3.12.1 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.

3.12.2 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; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, 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.

3.12.3 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. 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.

3.12.4 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 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, its 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, its 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, its 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, its 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.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 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 expenses.

3.12.6 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.

3.12.7 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.

3.12.8 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.

3.13 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.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. 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. The total compensation shall not exceed **[__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__])** without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

CONSULTANT:

KOA
1100 Corporate Center Drive
Ste. 201
Monterey Park, CA 91754
Attn: Min Zhou, PE

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 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.

3.18.2 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.

3.18.3 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.

3.18.4 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.

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its 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, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its 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, its 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.

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

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

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

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 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.

3.27 Prohibited Interests and Conflicts.

3.27.1 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, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 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.

3.27.4 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.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any 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. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and 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.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 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.

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

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

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

3.41 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.

3.42 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.

3.43 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.

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

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH KOA.**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
KOA**

By: _____
Anne Mayer
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

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

DRAFT

STATEMENT OF SERVICES FOR ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

EXHIBIT "B"

COMPENSATION

[INSERT]

DRAFT

Agreement No. 23-31-077-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH DEWBERRY ENGINEERS INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and DEWBERRY ENGINEERS INC. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of 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 not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.6 Substitution of Key Personnel. Consultant has represented to 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 and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Michael Conaboy.

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

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, 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 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.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to 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.

3.12 Insurance.

3.12.1 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.

3.12.2 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; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, 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.

3.12.3 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. 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.

3.12.4 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 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, its 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, its 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, its 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, its 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.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 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 expenses.

3.12.6 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.

3.12.7 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.

3.12.8 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.

3.13 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.

3.14 Fees and Payment.

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

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

CONSULTANT:

Dewberry Engineers Inc.
100 Oceangate
Ste. 400
Long Beach, CA 90802
Attn: Michael Conaboy

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 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.

3.18.2 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.

3.18.3 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.

3.18.4 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.

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its 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, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its 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, its 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.

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

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

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

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 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.

3.27 Prohibited Interests and Conflicts.

3.27.1 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, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 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.

3.27.4 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.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any 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. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and 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.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 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.

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

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

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

3.41 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.

3.42 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.

3.43 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.

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

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH DEWBERRY ENGINEERS INC.**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
DEWBERRY ENGINEERS INC.**

By: _____
Anne Mayer
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

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

DRAFT

STATEMENT OF SERVICES FOR ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

EXHIBIT "B"

COMPENSATION

[INSERT]

DRAFT

Agreement No. 23-31-078-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH TOWNSEND PUBLIC AFFAIRS**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and TOWNSEND PUBLIC AFFAIRS. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of 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 not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.6 Substitution of Key Personnel. Consultant has represented to 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 and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Christopher Townsend.

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

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, 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 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.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to 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.

3.12 Insurance.

3.12.1 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.

3.12.2 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; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, 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.

3.12.3 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. 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.

3.12.4 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 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, its 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, its 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, its 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, its 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.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 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 expenses.

3.12.6 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.

3.12.7 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.

3.12.8 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.

3.13 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.

3.14 Fees and Payment.

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

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

CONSULTANT:

Townsend Public Affairs
1401 Dove Street
Ste. 330
Newport Beach, CA 92660
Attn: Christopher Townsend

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 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.

3.18.2 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.

3.18.3 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.

3.18.4 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.

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its 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, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its 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, its 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.

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

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

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

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 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.

3.27 Prohibited Interests and Conflicts.

3.27.1 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, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 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.

3.27.4 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.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any 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. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and 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.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 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.

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

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

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

3.41 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.

3.42 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.

3.43 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.

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

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH TOWNSEND PUBLIC AFFAIRS**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
TOWNSEND PUBLIC AFFAIRS**

By: _____
Anne Mayer
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

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

DRAFT

STATEMENT OF SERVICES FOR ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

EXHIBIT "B"

COMPENSATION

[INSERT]

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 22, 2023
TO:	Budget and Implementation Committee
FROM:	David Knudsen, External Affairs Director
THROUGH:	Aaron Hake, Deputy Executive Director
SUBJECT:	State and Federal Legislative Update

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission to take the following action(s):

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

State Update

Assembly Bill 1385 (Garcia)

On May 3, Commissioner Steven Hernandez and Executive Director Anne Mayer joined Assemblymember Eduardo Garcia in Sacramento to attend an Assembly Local Government Committee hearing in Sacramento to provide primary testimony in support of Assembly Bill 1385 (AB 1385). The bill does not raise taxes. Instead, the bill would increase RCTC's sales tax authority from one cent to one and a half cents if approved by the Legislature. AB 1385 passed out of the committee by a vote of 5-2 and was referred to the Assembly Floor. RCTC staff continues to engage Riverside County's legislative delegation in anticipation of the bill moving to the Senate.

Senate Bill 617 (Newman)

On May 1, RCTC supported Senate Bill 617 (SB 617), passed out of the Senate with 37 aye votes and zero no votes. The bill would authorize a regional transportation agency to utilize a progressive design-build procurement approach. This procurement approach would allow agencies like RCTC to retain a design-builder earlier in the project delivery process based primarily on qualifications to provide preconstruction services, as well as final design and construction services, for transportation projects. Although the Self-Help Counties Coalition sponsors the bill, RCTC has been actively engaged because projects such as the Interstate 15 Express Lanes Project Southern Extension could benefit from this procurement approach. The bill now moves on to the Assembly, where it has been referred to the Local Government Committee.

State Budget

The Legislature continues to deliberate and hold hearings regarding the Fiscal Year 2023-2024 State budget, which must be approved before June 15. In advance of this deadline, the Senate and Assembly each released blueprints outlining their spending priorities for this next fiscal year. The Assembly's blueprint prioritizes oversight of spending on multi-year climate, infrastructure efforts; expediting "shovel-ready" projects; and restructuring spending plans to align with expected year of expenditure. The Senate blueprint seeks to protect \$2.25 billion for transportation infrastructure projects that were either cut or delayed in the Governor's January budget proposal, including \$1 billion for the Transit Intercity Rail Capital Program.

On May 12, Governor Gavin Newsom also released his May Revision to the budget, outlining updated financial projects and priorities from the Administration. While Governor Newsom anticipated a deficit of more than \$22 billion in the January budget proposal, his May Revision now anticipates a \$31.5 billion shortfall. Notably, this release maintains projected cuts and funding shifts to the Transit and Intercity Rail Capital Program and projects related to active transportation, the goods movement, and grade separations originally outlined in the January proposal. Over the next several weeks, the Legislature and Administration will undergo negotiations in efforts to pass budget legislation by the June 15 deadline.

Federal Update

Fiscal Year 2024 Appropriations and Earmarks

Congress is beginning its annual budget process for Fiscal Year 2024, beginning with markups on the first set of budget bills and includes RCTC's community project funding requests:

- \$5 million for the Coachella Valley Rail Project – Tier II Approval and Environmental Documentation from Representative Ken Calvert.
- \$3 million for the Metrolink Double Track Project: Moreno Valley to Perris from Representative Mark Takano; and
- \$3 million for the 91 Eastbound Corridor Operations Project from Representative Young Kim.

Discussions will continue between the House and Senate over the coming months as they seek to pass a federal budget bill before September 30.

Federal Debt Limit

As the federal Fiscal Year 2024 budget discussions unfold, Congress has prioritized addressing the debt limit. Last month, U.S. Treasury Secretary Janet Yellen warned that reaching the federal debt limit may take place as early as June 1 and that, without Congressional action, failure to raise or suspend the limit may result in the government being unable to pay its obligations. The House, under Speaker Kevin McCarthy, passed a bill on April 26 to raise the debt ceiling, however that

bill faces opposition in the Senate. Both the House and the Senate continue to engage the Biden Administration in negotiations in efforts to avoid reaching the debt limit.

FISCAL IMPACT:

This is a policy and information item. There is no fiscal impact.

Attachment: Legislative Matrix – June 2023

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – JUNE 2023

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 558 (Arambula)	<p>This bill restructures the Fresno County Transportation Authority (FCTA) by increasing its board membership from nine to thirteen members. This restructuring is done without the consensus and support from regional stakeholders and sets a concerning precedent for RCTC and other regional transportation agencies that rely upon a collaborative process to be effective.</p> <p>Additionally, the bill was amended on April 18 to subject a county transportation expenditure plan prepared by the Fresno County Transportation Authority (FCTA) to the requirements of the California Environmental Quality Act.</p>	<p>Failed deadline, can be acted upon in January 2024.</p> <p>April 28, 2023</p>	<i>Oppose Based on platform</i>	4/10/2023
AB 1385 (Garcia)	This bill would raise RCTC's maximum tax rate authority from 1% to 1.5%.	<p>On the Assembly Floor. Read second time. Ordered to third reading.</p> <p>May 4, 2023</p>	<i>Support</i>	3/8/2023
AB 1525 (Bonta)	This bill significantly narrows the location and types of projects eligible to receive state transportation funding by requiring 60% of funds to be allocated to priority populations.	<p>Scheduled for hearing in the Assembly Appropriations Committee on May 17, 2023.</p> <p>May 10, 2023</p>	<i>Oppose Based on platform</i>	4/11/2023
SB 617 (Newman)	This bill would authorize a transit district, municipal operator, consolidated agency, joint powers authority, regional transportation agency, or local or regional agency, as described, to use the progressive design-build process. The bill would specify that the authority to use the progressive design-build process.	<p>Passed out of the Senate. Referred to the Assembly Local Government Committee.</p> <p>May 11, 2023</p>	<i>Support Based on platform</i>	4/5/2023