



MEETING AGENDA

TIME/DATE: **9:30 a.m. / Wednesday, February 11, 2026**
LOCATION: **BOARD ROOM**
County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside

:

COMMISSIONERS

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

Jose Medina, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
V. Manuel Perez, County of Riverside, District 4
Yxstian Gutierrez, County of Riverside, District 5
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / David Fenn, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Eric Cundieff, City of Calimesa
Jeremy Smith / Kasey Castillo, City of Canyon Lake
Raymond Gregory / To Be Appointed, City of Cathedral City
Denise Delgado / To Be Appointed, City of Coachella
Jim Steiner / Tony Daddario, City of Corona
Dirk Voss / To Be Appointed, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Toper Taylor / Dana Reed, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / Timothy Sheridan, City of Lake Elsinore
Bob Karwin / Dean Deines, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Lisa DeForest, City of Murrieta
Fia Sullivan / Kevin Bash, City of Norco
Jan Harnik / Joe Pradetto, City of Palm Desert
David Ready / Grace Garner, City of Palm Springs
Michael M. Vargas / Elizabeth Vallejo, City of Perris
Steve Downs / Ted Weill, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Valerie Vandever / Alonso Ledezma, City of San Jacinto
James Stewart / Brenden Kalfus, City of Temecula
Joseph Morabito / Dustin Nigg, City of Wildomar
Catalino Pining, Governor's Appointee Caltrans District 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA*

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

9:30 a.m.

Wednesday, February 11, 2026

Board Room

County of Riverside Administrative Center

4080 Lemon Street, First Floor, Riverside, CA 92501

This meeting is being conducted in person via teleconference. Please visit <https://rivco.org/constituent-speaking-request> to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Deputy Clerk of the Board at tbyerly@rctc.org prior to February 10, 2026, and your comments will be made part of the official record of proceedings.

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

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

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

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

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

6A. APPROVAL OF MINUTES – DECEMBER 10, 2025

Page 1

6B. SINGLE SIGNATURE AUTHORITY REPORT

Page 23

Overview

This item is for the Commission to:

- 1) Receive and file the Single Signature Authority report for the second quarter ended December 31, 2025.

6C. QUARTERLY SALES TAX ANALYSIS

Page 25

Overview

This item is for the Commission to:

- 1) Receive and file the sales tax analysis for Quarter 3, 2025 (Q3 2025).

6D. MONTHLY INVESTMENT REPORT

Page 34

Overview

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended November 30, 2025.

6E. MONTHLY INVESTMENT REPORT

Page 37

Overview

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended December 31, 2025.

6F. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, OCTOBER – DECEMBER 2025

Page 40

Overview

This item is for the Commission to:

- 1) Receive and file the Quarterly Public Engagement Metrics Report for October through December 2025.

6G. AMENDMENT TO AGREEMENT WITH EIDE BAILLY FOR AUDIT SERVICES

Page 47

Overview

This item is for the Commission to:

- 1) Approve Amendment No. 6 to Agreement No. 20-19-021-00 with Eide Bailly LLP (Eide Bailly) to extend the audit services for a one-year term, with one one-year option to extend the agreement for an additional amount of \$557,236, and a total amount not to exceed \$2,157,236; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment, including the option year, on behalf of the Commission.

6H. RIVERSIDE COUNTY 2027 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM FINANCIAL RESOLUTION

Page 55

Overview

This item is for the Commission to:

- 1) Adopt Resolution No. 26-001, *“A Resolution of the Riverside County Transportation Commission Which Certifies that Riverside County Has the Resources to Fund Projects in the Federal Fiscal Year 2026/27 Through 2031/32 Transportation Improvement Program and Affirms its Commitment to Implement All Projects in the Program.”*

6I. MEASURE A SPECIALIZED TRANSIT AWARD RECOMMENDATIONS FOR FISCAL YEARS 2024/25 – 2026/27 - AMENDMENT NO. 3

Page 63

Overview

This item is for the Commission to:

- 1) Approve Amendment No. 3 to the Measure A Specialized Transit Program for Fiscal Years 2024/25-2026/27, allocating an additional \$366,317 for a total amount of \$11,576,904;
- 2) Approve Agreement No. 26-26-042-00 with Kindful Restoration in the amount of \$227,400 for operating and \$65,000 in capital from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$292,400;
- 3) Approve Amendment No. 1 to Agreement No. 24-26-115-01 with Voices for Children for an additional amount of \$36,617 for operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$391,212;
- 4) Approve Amendment No. 2 to Agreement No. 24-26-128-02 with Forest Folk, Inc. (Forest Folk) for an additional amount of \$37,300 for operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$478,689; and
- 5) Authorize the Chair or Executive Director to execute the agreements, pursuant to legal counsel review.

6J. UPDATES TO FISCAL YEAR 2025/26 SALARY SCHEDULE

Page 68

Overview

This item is for the Commission to:

- 1) Adopt Fiscal Year 2025/26 Salary Ranges schedule reflecting the recommended updates approved by the Executive Committee.

7. FISCAL YEAR 2025/26 MID-YEAR REVENUE PROJECTIONS AND ADJUSTMENTS FOR REVENUE AND EXPENDITURES

Page 71

Overview

This item is for the Commission to:

- 1) Approve the Fiscal Year 2025/26 Mid-Year Revenue projections, which includes Measure A Sales Tax Revenues, Local Transportation Funds (LTF) Sales Tax Revenues, and Transportation Uniform Mitigation Fees (TUMF);

- 2) Approve the FY 2025/26 mid-year budget revenue adjustments for Measure A (increase of \$18,000,000), LTF (increase of \$2,000,000), TUMF (decrease of \$8,000,000), and Local Agency Reimbursements from Western Riverside County Regional Conservation Authority (increase of \$405,000); and
- 3) Approve the FY 2025/26 mid-year budget expenditure adjustments for an increase of \$405,000.

8. FISCAL YEAR 2026/27 REVENUE PROJECTIONS

Page 80

Overview

This item is for the Commission to:

- 1) Approve the projection for Measure A sales tax revenues of \$280 million for Fiscal Year 2026/27;
- 2) Approve the projection for Local Transportation Fund (LTF) sales tax apportionment of \$150 million for the Western Riverside County, Coachella Valley, and Palo Verde Valley areas for FY 2026/27; and
- 3) Approve the projection for Transportation Uniform Mitigation Fee (TUMF) revenues of \$22 million for FY 2026/27.

9. INTERSTATE 10/STATE ROUTE 79 INTERCHANGE IMPROVEMENT PROJECT INITIATION DOCUMENT CONSULTANT AWARD AND CALTRANS COOPERATIVE AGREEMENT

Page 88

Overview

This item is for the Commission to:

- 1) Award Agreement No. 26-72-010-00 to Kimley-Horn and Associates, Inc., to prepare the Project Initiation Document (PID) for the Interstate 10/State Route 79 (I-10/SR-79) Interchange Improvement Project (Project), in the city of Beaumont in the amount of \$1,192,860, plus a contingency amount of \$119,286, for a total amount not to exceed \$1,312,146;
- 2) Approve Cooperative Agreement No. 26-72-038-00 with Caltrans for review and oversight services for the Project, in the amount of \$300,000, plus a contingency amount of \$30,000, for a total amount not to exceed \$330,000;
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission.

10. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 153

Overview

This item is for the Commission to:

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

11. PRESENTATION - SMART FREEWAY PROJECT UPDATE

Overview

This item is for the Commission to:

- 1) Receive and file an update on the SMART Freeway Project.

12. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

13. EXECUTIVE DIRECTOR REPORT

14. COMMISSIONER COMMENTS

Overview

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

15. ADJOURNMENT

The next Commission meeting is scheduled to be held on **Wednesday, March 11, 2026**.

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, December 10, 2025

1. CALL TO ORDER

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

2. ROLL CALL

Commissioners/Alternates Present	Commissioners Absent
Ulises Cabrera	Catalino Pining
Joseph DeConinck	Jeremy Smith
Steve Downs	Wes Speake
Kathleen Fitzpatrick	Karen Spiegel
Sheri Flynn	Toper Taylor*
Raymond Gregory	Valerie Vandever
Yxstian Gutierrez*	Michael M. Vargas
Jan Harnik	Cindy Warren
Clint Lorimore	Chuck Washington
Bob Karwin	Lloyd White
Linda Krupa	
Bob Magee	
Scott Matas	
Jose Medina	
Joseph Morabito	
V. Manuel Perez	

*Joined after the meeting was called to order.

3. PLEDGE OF ALLEGIANCE

Commissioner Scott Matas led the Commission in a flag salute.

At this time, Chair Spiegel and Aaron Hake, Executive Director, joined Commissioner Matas at the podium to present him with a proclamation for his tenure with the Commission.

Chair Spiegel stated that she had Commissioner Matas lead the Commission in the Pledge of Allegiance because this was his last meeting. He began serving on this Commission

back in 2008. Chair Spiegel recognized Commissioner Matas with a proclamation and read it out loud.

Aaron Hake thanked Commissioner Matas on behalf of the Commission staff for his steady hand and leadership. They have always looked to Commissioner Matas, especially when he was the Chair of the Commission to keep them moving forward. He was the Chair at a pivotal time when they had major billion-dollar projects going on and he saw it through and never wavered.

Commissioner Matas stated that Commission Alternate Dirk Voss will be taking over for him, he is one of their newest council members. Commission Alternate Voss has a passion for transportation and will start to attend the RCTC meetings in January 2026. Commissioner Matas stated when he began serving on this Commission he had been elected to the city council in a special election in 2007. He did not know anything about transportation at that time, but it became a passion of his and some of his biggest passions are outside his city limits and it is connected to transportation. This is his last four-year term as mayor for the city of Desert Hot Springs as there are term limits there now. He stated to the Commissioners to listen to their staff they are A1 he has taken some of the practices that have been done at RCTC and implemented them when he became mayor in 2016. Serving with the former Executive Director Anne Mayer and now Aaron Hake it has been an honor building this culture here Aaron Hake had a lot to do with that and to follow his direction. He thanked everyone for the opportunity to serve on this Commission.

At this time, Commissioner Toper Taylor joined the meeting.

Commissioner Bob Magee came up to the podium to recognize Commissioner Matas. He stated that they talked about strong leadership Commissioner Matas brought the eastern half of the County's voice forward and often times that gets lost. He knows that Commissioner V. Manuel Perez sometimes feels that he is alone when he is the Supervisor for more than half the County. Commissioner Matas served well with distinction, and it was always a steady hand. He congratulated him on 18 years, and he will be missed.

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

Commissioner Bob Karwin requested to pull Agenda Item 6G, *“Approval to Acquire Right of Way for the State Route 79 Realignment Project (Segment 1)”* from the Consent Calendar and it was moved to Closed Session.

Steve DeBaun, Legal Counsel, stated that they could do this at a different time in the meeting, but they do not have it as a closed session item on the agenda.

Aaron Hake clarified that Agenda Item 16A, *“Conference With Real Property Negotiators”* is this item listed. It was staff’s intent if Agenda Item 6G got pulled then they would have it on the agenda so they could meet in Closed Session.

Steve DeBaun thanked Aaron Hake for that clarification.

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

6A. APPROVAL OF MINUTES – NOVEMBER 12, 2025

6B. QUARTERLY FINANCIAL STATEMENTS

- 1) Receive and file the Quarterly Financial Statements for the three months ended September 30, 2025.

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

- 1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended September 30, 2025.

6D. MONTHLY INVESTMENT REPORT

- 1) Receive and file the Monthly Investment Report for the month ended October 31, 2025.

6E. ANNUAL INVESTMENT POLICY

- 1) Approve the revised annual Investment Policy (the Policy); and
- 2) Adopt Resolution No. 25-010, *“Resolution of the Riverside County Transportation Commission Regarding the Revised Investment Policy”*.

6F. STATE AND FEDERAL LEGISLATIVE UPDATE

- 1) Adopt the Commission’s 2026 State and Federal Legislative Platform; and

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

6H. MEAD VALLEY METROLINK STATION/MOBILITY HUB PROJECT - SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY COOPERATIVE AGREEMENT FOR PROJECT SUPPORT SERVICES

- 1) Approve Cooperative Agreement No. 25-33-115-00 to Southern California Regional Rail Authority (SCRRA) for project support services on the Mead Valley Metrolink Station/Mobility Hub Project in an amount of \$578,220, plus a contingency amount of \$171,780 for a total amount not to exceed \$750,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 4) Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

6I. AMENDMENT NO. 2 TO THE AGREEMENT WITH COUNTY OF RIVERSIDE TO FUND THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE OF THE INTERSTATE 215/ETHANAC ROAD INTERCHANGE

- 1) Approve Amendment No. 2 to Agreement No. 16-31-102-00 with the County of Riverside (County) to utilize the remaining balance of \$344,062 from the 2009 Measure A Western County New Corridors (MANC) Program funds from the original agreement for the Project Approval/Environmental Document (PA/ED) phase of the Interstate 215/Ethanac Road Interchange (Ethanac Interchange); and
- 2) Authorize the Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission.

6J. PROJECT UPDATES REGARDING SETTLEMENT AGREEMENT CONTRIBUTIONS INVOLVING THE WORLD LOGISTICS CENTER FROM THE CITY OF MORENO VALLEY AND HIGHLAND FAIRVIEW FOR THE CENTER FOR ENVIRONMENTAL RESEARCH AND TECHNOLOGY AND THE COMMUNITY TRANSLATIONAL RESEARCH INSTITUTE

- 1) Receive and file a final report from the Center for Environmental Research and Technology (CERT) at the University of California, Riverside (UCR); and
- 2) Receive and file a final report from the Community Translational Research Institute (CTRI), a program of the Public Health Foundation Enterprises Inc., dba Heluna Health.

7. RESOLUTION CONSIDERING INTERSTATE 15 EXPRESS LANES PROJECT-SOUTHERN EXTENSION ENVIRONMENTAL IMPACT REPORT AND APPROVING THE INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION AS A RESPONSIBLE AGENCY

Jeff Dietzler, Capital Projects Manager, presented the Interstate 15 Express Lanes Project Southern Extension (I-15 ELPSE) resolution considering the I-15 ELPSE environmental impact report (EIR) highlighting the following:

- Project Scope/Status, including a map of the proposed segments
 - Project Limits - Cajalco Road to SR 74
 - Dual Express Lanes – Three Toll Segments
 - PA/ED Phase:
 - ✓ Public Circulation October 2024
 - ✓ Environmental Approval December 2025
- Project purpose and need
 - Improve and manage traffic operations and travel times along the corridor
 - Expand travel mode choice along the corridor
 - Provide an option for travel time reliability
 - Provide a cost-effective mobility solution
 - Expand and maintain compatibility with the express lane network in the region
- ELPSE Scope Detail – Median widening with the current I-15 cross section and with the two Tolted Express Lanes configurations
- ELPSE Scope Detail – Bride Widenings
 - 1) Bedford Wash
 - 2) Weirick Road UC
 - 3) Brown Canyon Wash
 - 4) Temescal Canyon Road UC
 - 5) Coldwater Wash
 - 6) Mayhew Wash
 - 7) Temescal Canyon Road UC
 - 8) Indian Truck Trail UC
 - 9) Indian Wash
 - 10) Horsethief Canyon Wash
 - 11) Horsethief Canyon Road UC
 - 12) Temescal Wash
 - 13) Temescal Canyon Road UC
 - 14) Lake Street UC
 - 15) Gavilan Wash
- Summary of Environmental efforts
 - Caltrans as California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Lead Agency; RCTC as Responsible Agency
 - May 2019 – Project Alternative & Environmental Document (PA&ED) initiated

- October 2024 - Draft Environmental Document Circulated for public review and comment
 - ✓ 246 Public & 2 Agency comments received
- December 3, 2025 - Environmental approval received
- A list of the EIR/EA findings – Impacts not requiring mitigation
- EIR/EA findings – Impacts requiring mitigation
 - Paleontological Resources
 - ✓ Project Specific Paleontological Monitoring Plan
 - Biological Resources
 - ✓ Special-Status Species: Least Bell's Vireo (LBV)
 - ✓ Riparian/Riverine Habitat:
 - Riparian: <0.01 acres permanent, 1.80 acres temporary, 0.46 acres shading
 - Riverine: 0.07 acres permanent, 3.79 acres temporary, 1.00 acres shading
 - ✓ Jurisdictional Waters/Wetlands: 0.02 acres permanent, 2.02 acres temporary, 0.47 acres shading
 - ✓ Potential Oak Trees Impact
 - Noise
 - ✓ Proposed Soundwall NB I-15 @ Weirick Rd., Terrano Apartments
- EIR/EA findings – Impacts not fully mitigated: Air Quality and Greenhouse Gas
 - Proposed RCTC mitigations
 - ✓ Riverside County Free Rail Pass Program
 - ✓ Coordination with Riverside Transit Agency (RTA) to Enhance CommuterLink Route 206
 - ✓ RCTC Vanpool Subsidy Program (2030-2035) - \$15 million
 - ✓ IE Commuter Rideshare Program (2030-2035) - \$12 million
 - ✓ I-15 Park and Ride Expansion (2030-2035) – 300 total spaces, \$300,000
 - Statement of overriding considerations
 - ✓ Construction of the ELPSE project will alleviate restricted traffic conditions during peak hour bottlenecks
 - ✓ The Express Lanes will provide travel choice for commuters, and which is currently free for HOV 3+ users and transit operators
 - ✓ The build alternative is compatible with the existing Express Lanes network, utilizing the same congestion pricing as SR-91 and existing I-15 Express Lanes

Commissioner Wes Speake stated that he supports this project as it does correct a wrong because the people in his district are impacted everyday by the restriction that happens at Cajalco Road. It drives people on city streets to try and bypass the backup and this project although he is aware it is just environmental is a huge step. Passing this through really corrects that wrong that has been happening for many years and is looking forward to seeing it move forward.

Commissioner Magee thanked Caltrans for approving this and for working with their staff. Also to recognize all the work that staff put in as it was a tremendous presentation. All those steps that staff had to go through and the mitigation measures that are going to follow he wanted to add a little prospective here. They are talking about 14 miles of dirt median in eight dry washes, and they spent six and a half years and more than \$30 million studying this. He stated when they talk about CEQA streamlining he thinks this project would have been a great opportunity for that. Instead, they have spent a bunch of time and money and there is more to follow just to mitigate this. Given the constraints they have to operate under again he appreciates the work of Caltrans and RCTC staff, but six and a half years later they cannot afford to build the project. He stated that CEQA needs to be reformed.

At this time, Commissioner Yxstian Gutierrez joined the meeting.

Commissioner Karwin stated that the presentation was fantastic. He clarified does this study expire because of how long it is going to take the Commission to get the money, or will it have to be done over again, or supplement it.

Jeff Deitzler replied they are currently pursuing progressive design build. They got authorization to use that in the State of California, and this is one of the first projects to do that. They are using the flexible funding option of progressive design build to start construction as soon as possible with the available funding. They are currently in procurement to select a progressive design builder they expect to be taking the contract award to its April Commission meeting. The first thing they are going to do is show their funding work with the design builder to scope how much they can build of this project while they continue to pursue additional funding and look at finance options.

Commissioner Karwin asked does the date of the findings and the report trigger at the first construction or if it takes 10 years for the Commission to get this thing going, is it good for the entire duration of the project.

Jeff Deitzler stated that right now the current opening year is scheduled for 2030. There is a strong probability they can deliver the project by 2030 if the year did slip, they would have to do a revalidation but would not have to do a study over again.

In response to Commissioner Karwin's question if they did not start this project until 2031, they would have to update it, Jeff Deitzler replied yes.

Commissioner Karwin stated to echo Commissioner Magee's comment he does not know if they are going to find a CEQA reform. CEQA is more comprehensive so without reforming CEQA he would like to lobby the feds for them to accept CEQA for federal money as that is something they might be able to accomplish. If they could just lay the two over the top of each other that would save at least 18 months without having to reform CEQA. He will reiterate that when they get to the State and Federal Legislative

Platform item later hopefully their legislative platform pushes for that as it might be something the Commission could accomplish.

Aaron Hake stated to Commissioner Karwin that he concurred it has been on their platform for many years. In fact, it was maybe two reauthorization bills ago there was a pilot program created that would allow exactly what Commissioner Karwin described but it did not work the way they all intended. It is constantly part of the Commission's push to reauthorize that pilot and improve it so that California could utilize it.

Chair Spiegel stated she agreed when talking about a federal highway, which I-15 is, and they have to follow California when it is a federal highway. If they were doing the work they would probably not acknowledge CEQA. She asked where the wall will be located and is there going to be any blockage for the shops at Dos Lagos.

Jeff Deitzler replied that the Terrano Apartments are the very first buildings just north of Weirick Road in the parking lot. The soundwall as proposed is a soundwall system that follows the mainline over the bridge and stops at the merge point of the on-ramp and the other follows the outside of the on-ramp. It goes just beyond the apartments and then it stops so it needs to protect the apartment complex. Where there are all those signs on that bench of dirt beyond there the wall will not block that view.

Chair Spiegel asked if staff did a courtesy notification to the shops to let them know it will be happening.

Jeff Deitzler replied that the guidelines for soundwalls are they have to survey the receptors they get to vote on whether they want the soundwall or not the shops do not get to vote on that. Unless those shops owned the apartment complex and they do not.

Chair Spiegel replied it is a courtesy notification and she will let the shops know. It is just nice that it just does not pop up as residents and retail owners do not like surprises. There should be a courtesy to the shops just to let them know what is going to be happening.

Jeff Dietzler stated the visual impact study that was included in the circulation of draft environmental document included a visual simulation of where that wall sits and how it looks from the freeway mainline just across the bridge approaching Dos Lagos. Those shop owners have been shown what that wall will do to the business building going northbound.

In response to Chair Spiegel's clarification that they have been notified, Jeff Deitzler replied that it was in the draft environmental document.

Aaron Hake stated they will rereview those simulations to confirm they had made contact or did not contact the shop's owners. If they did not, they will have their public outreach

and project teams contact them so they are aware of the soundwall, and staff will report back to the Commission.

Chair Spiegel stated the owners are very engaged with the shop even if RCTC just went to the owners and then the owners could pass it on. It is a change in their vision and what they are doing so the Commission needs to make sure they do not discourage anything there. She asked which fossils they were talking about that could possibly be there.

Jeff Deitzler replied they did a field survey and walked the site and looked for indications of fossils, and none were found. Just because the nature of this being an old streambed the possibility that they could be out there is relatively high. The existing I-15 was built on the old 74 roadbed up the same alignment. They are making project improvements in the already disturbed existing median and are just paving it over. They need to have a mitigation in place because if they find something they have to be prepared if it is there. When they plan to do their design and excavations, they want to minimize the potential of finding anything, so they are going to take that into consideration during design. On SR-91 they had a very similar paleontological risk they found one bison bone they curated it with the Museum of Natural History in San Bernardino it took about a month to curate it and delayed the project a day. They will have that mitigation plan in place to address anything that comes up. Typically, if they have a mitigated risk with a management plan, they do not note it as a finding that requires mitigation at the very last minute this was added to the list.

In response to Chair Spiegel's question about where the Park and Ride is, Jeff Deitzler replied there are several Park and Rides up and down I-15.

Chair Spiegel clarified the one that Jeff Deitzler is talking about expanding or are they expanding several of them.

Jeff Deitzler replied they are planning on expanding several. At the Lake Elsinore outlets there are some, there were some at Tom's Farms, but they canceled the lease. There are others up and down the corridor they are tied to RTA Route 206 so having these Park and Ride expansions will help support RTA's Commuter Link route as well.

Commissioner Magee stated regarding the discovery of paleontological resources at Lee Lake there were over 1,900 separate findings when that developer went through there. One of these washes goes into Lee Lake and that is the skinniest part of this whole project so it is highly likely that something will be discovered.

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

- 1) Adopt Resolution No. 25-011, *"Resolution of the Riverside County Transportation Commission (1) Considering the Final Impact Report for the I-15 Express Lanes Project Southern Extension; (2) Making***

Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines Section 15096; (3) Adopting CEQA Findings of Fact Under State CEQA Guidelines Section 15091; (4) Adopting a Statement of Overriding Considerations Under State CEQA Guidelines Section 15093; (5) Adopting the Mitigation Monitoring and Reporting Program Under State CEQA Guidelines Section 15097; and (6) Approving the I-15 Express Lanes Project Southern Extension in the Limited Role as a Responsible Agency".

At this time, Commissioner Matas left the meeting.

Chair Spiegel noted for future when a city such as Lake Elsinore and Corona wants to make the motion, she would like to find a process that they allow them instead of the button pushers. She stated if it is their jurisdiction then they want to have record they supported the project, so she hopes they move forward with that.

Lisa Mobley, Director of Administrative Services/Clerk of the Board, replied that they can.

8. MID COUNTY PARKWAY RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT CONSTRUCTION AWARD AND OTHER PROJECT AGREEMENTS

Joie Edles Yanez, Senior Capital Projects Manager, presented the Mid County Parkway Ramona Expressway Construction Contract 3 Project (MCP3) and other project agreements, highlighting the following:

- Ultimate Mid County Parkway (MCP) project overview, including a map of the MCP
- Project scope including a map of the proposed alignment for MCP3
 - Project limits: Approximately one mile east of Rider Street to Warren Road along Ramona Expressway
 - Existing: One lane in both directions
 - Proposed: Add two new eastbound lanes, restripe existing two lanes to westbound, install raised median with delineators, a new bridge over the San Jacinto River, and traffic signals
- Next steps
 - March 2025 – Design approved
 - July 2025 – Advertised project
 - December 2025 – Award construction contract
 - Early 2026 – Start construction
 - 2029 – Finish construction
- Bid results
- Tribal monitoring agreements
 - Tribal monitoring is conducted in the event that artifacts or cultural resources are found during subsurface investigations.

- It is a requirement from the Memorandum of Agreement entered in October 2014 among the Federal Highway Administration, the State Historic Preservation Officer, Caltrans District 8 and RCTC.
- The Commission entered into Tribal Monitoring Agreements with the federally recognized Native American tribes in the project area for the overall Mid County Parkway project in July of 2019.
- An amendment to the agreement is required for each tribe (Cahuilla Band of Indians, the Gabrielino Tongva Nation, the Pechanga Band of Luiseno Indians, the Morongo Band of Mission Indians, and the Soboba Band of Luiseno Indians) to address the level of effort required for the MCP3 project.
- Cooperative agreement with the city of San Jacinto
 - Within the 8.6-mile MCP3 project, the southern half of the road, covering 1.7 miles to the east, lies under City jurisdiction.
 - The Commission and the city of San Jacinto (City) are entering into Cooperative Agreement No. 25-31-094-00 for roadway widening, intersection and signal improvements, and drainage and utility work improvements within City's jurisdiction.
 - Project facilities within the City will ultimately be owned, operated, and maintained by the City upon acceptance. RCTC will lead design, right of way and construction.
- Tri-party cooperative agreement including photos
 - Existing roadway between Warren Road and Sanderson Avenue (east of MCP3) shows noticeable deterioration with alligator cracking and potholes.
 - RCTC had not planned to do any improvements in this section as it is already widened to 2 lanes in each direction.
 - The 1.7-mile section between Warren and Sanderson is split: the first 0.6 miles has the northerly half in County jurisdiction and the southerly half in City jurisdiction, while the remaining 1.1 miles is fully within the City.
 - Improving this section provides a smoother transition from the newly completed MCP3 and enhances safety for all users.
 - Tri-Party Cooperative Agreement No. 26-31-001-00 between RCTC, the County of Riverside, and the City.
 - The County will design and construct the improvements, RCTC and the City will provide funding for the work within City limits.
- Fiscal impact

Commissioner Cindy Warren stated that it was an excellent report, very in depth, and informative. She asked why Soboba's monitoring is so much higher than the other tribes.

Joie Edles Yanez replied that between the other four tribes the monitoring is kind of split, and they are on rotation whereas Soboba has specifically requested to be there everyday that there is ground disturbing activity.

Commissioner Valerie Vandever stated that it was a great presentation and expressed how the City appreciates splitting the cost of the repairs.

Commissioner Toper Taylor stated that on Ramona Expressway the construction project stops at Warren Road and there is the street that connects to SR-79, was that because that portion of Ramona Expressway needs no repair or has already been seamlessly integrated with future plans.

Joie Edles Yanez replied that Commissioner Taylor's question is clarifying why they are not improving the Warren Road to Sanderson Avenue segment.

Commissioner Taylor replied yes.

Joie Edles Yanez stated that the original alignment of the MCP Project was going to be a Caltrans freeway facility that was going to be interchanges so she will name it MCP4 that is the one east of MCP3, is actually immediately south of the existing Warren Road to Sanderson Avenue segment. It is outside of their environmental footprint, so they were not going to do anything to that section and were going to build a new roadway immediately south of that but that is for a future project.

Commissioner Taylor stated in other words it is a future project.

Joie Edles Yanez stated that it is always going to be parallel to the existing and then they are going to make the existing Warren Road and Sanderson Avenue a cul-de-sac so it will not be used for the future.

Commissioner Taylor asked if it is normal for a project to come in \$100 million under plan.

Aaron Hake stated that this is pretty low this is not something they typically see but they have also been in an environment recently where they have seen bids come in up to 30 percent higher than the engineer's estimate. The construction market goes through these cycles, and it appears right now that it could be the market, it could be what the industry saw in this project and in this client, but they do price risk.

Joie Edles Yanez stated when they develop an engineer's estimate most of the time they are using Caltrans cost data. She thanked Catalino Pining, Governor's Appointee Caltrans District 8, for having that as a reference. There is a lot more risk in a Caltrans project. For a County project such as RCTC's which has almost no Caltrans involvement they can price it accordingly. Another element that she has seen more recently and hearing about industry wide, including some colleagues at Caltrans, is that they are seeing a lot of bids

come in less than the engineer's estimate so that is becoming normal. When they developed the engineer's estimate it was a tumultuous time when tariffs were being talked about. That just shows how volatile it is and if it is any indication of anything she wants her projects to be constructed even faster due to the lower unit costs seen in recent months.

Aaron Hake assured the Commissioners that after they received these bids, looking at where they all came in were close and well under the engineer's estimate. Staff and their consultants heavily scrutinized the bids to make sure there was nothing abnormal within them that would cause concern and will see that in the analysis in the staff report that they have confidence in the bid.

Commissioner Linda Krupa stated this is the second time she has heard this report, and it just gets better every time she hears it. This is another long-awaited project for the San Jacinto Valley and for access out of the valley. She takes Ramona Expressway after they put in the median which has made it extremely safer. She stated good presentation, and she would like to second the motion after the city of San Jacinto makes the motion to approve.

Commissioner Sheri Flynn thanked Joie Edles Yanez for the presentation, it was very informative. Just to add to the bidding process that has been going on lately they have Sun Lakes Boulevard extension that went out to bid. There was \$32 million allotted, which RCTC also added to that, and the city added \$2 million and the bid came in at \$23 million. This must be a trend going on and hopefully people will get their projects out quickly to get on top of this trend. It is happening overall in a positive way because they saved \$2 million.

Commissioner Joseph Morabito stated when they were going over this at the Western Riverside County Programs and Projects Committee he also asked about the discrepancy, and it was explained which was good. He stated Skanska has a good reputation and is happy they came in at the low bid. He had used the comparison that the city of Wildomar had done a part of Bundy Canyon Road, and they took the lowest bidder and they can tell.

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

- 1) Award Agreement No. 26-31-005-00 to Skanska USA Civil West California District Inc. (Skanska) to construct Mid County Parkway Ramona Expressway Construction Contract 3 (MCP3) in the amount of \$107,382,285, plus a contingency amount of \$12,885,875, for a total not to exceed amount of \$120,268,160 and waive informalities and minor irregularities in the bid;**
- 2) Approve the following Tribal Monitoring Agreement Amendments totaling \$600,000:**

- a) **Agreement No. 19-31-104-02 with Cahuilla Band of Indians in the amount of \$70,280;**
- b) **Agreement No. 19-31-105-02 with Gabrielino Tongva Nation in the amount of \$47,650;**
- c) **Agreement No. 19-31-106-02 with Morongo Band of Mission in the amount of \$87,080;**
- d) **Agreement No. 19-31-107-02 with Pechanga Band of Luiseno Indians in the amount of \$60,580;**
- e) **Agreement No. 19-31-108-03 with Soboba Band of Luiseno Indians in the amount of \$334,410;**

- 3) **Approve Cooperative Agreement No. 25-31-094-00, with the city of San Jacinto (City) for construction of the MCP3 project within City jurisdiction;**
- 4) **Approve Tri-Party Cooperative Agreement No. 26-31-001-00, with the Riverside County Transportation and Land Management Agency (County), city of San Jacinto, and the Commission for the pavement improvements east of MCP3 from Warren Road to Sanderson Avenue. This agreement will provide \$8,000,000 to County, payable by the Commission for the pavement improvements;**
- 5) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreements on behalf of the Commission;**
- 6) **Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and**
- 7) **Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.**

9. CONSTRUCTION AGREEMENT AWARD TO AMES CONSTRUCTION, INC. FOR THE STATE ROUTE 60/POTRERO BOULEVARD INTERCHANGE PROJECT – PHASE II

John Tarascio, Senior Capital Projects Manager, presented the SR-60/Potrero Boulevard Interchange Project – Phase II construction services agreement award, highlighting the following areas:

- Project location map
- Project overview
 - Project scope
 - ✓ Phase I – Completed and open to traffic in 2022
 - Construction of Potrero overcrossing structure
 - Installation of concrete median barrier throughout the project limits
 - Extension of the existing Potrero Boulevard
 - ✓ Phase II – Current project

- Widening Potrero Boulevard on both sides of SR-60 to six lanes
- Adding two new diagonal on-ramps
- Adding two new loop on-ramps
- Adding two new diagonal off-ramps
- Realigning of Western Knolls Avenue with Potrero Boulevard
- ✓ Phase II is being administered by the Commission on behalf of the city of Beaumont
- Project status
 - March 2025 – Design approved
 - June 2025 – California Transportation Commission (CTC) funding allocation
 - September 2025 – Construction advertisement
 - December 2025 – Award construction contract
 - Early 2026 – Start construction
 - 2028 – Finish construction
- Bid results
 - Construction award summary
 - ✓ Award Amount: \$48,925,559
 - ✓ Contingency Amount: \$4,892,556
 - ✓ Total Not to Exceed Amount: \$53,818,115
- Fiscal impact – Funding source breakdown – Construction phase
 - The City will reimburse the Commission for all costs and expenses related to the project

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

- 1) **Award Agreement No. 25-72-078-00 to Ames Construction, Inc. (Ames) as the lowest responsive, responsible bidder, for the construction of State Route 60/Potrero Boulevard Interchange Project – Phase II (Project) in the amount of \$48,925,559, plus a contingency amount of \$4,892,556, for a total amount not to exceed \$53,818,115;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the Agreement on behalf of the Commission;**
- 3) **Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and**
- 4) **Authorize the Executive Director to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.**

10. PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT COOPERATIVE AGREEMENT WITH THE CITY OF BEAUMONT AND AGREEMENT WITH HDR ENGINEERING, INC.

David Lewis, Capital Projects Manager, presented the Pennsylvania Avenue Grade Separation Project and the agreements, highlighting the following:

- Project location map
- Existing photos of the project location at Pennsylvania Avenue facing south and north
- Project scope including a rendering of the proposed project
 - Eliminates the railroad crossing where Pennsylvania Avenue currently crosses Union Pacific Railroad (UPRR) tracks
 - Pennsylvania Avenue will be lowered to go underneath the railroad tracks in a new underpass
 - Railroad tracks will stay at current height
- The new underpass will include:
 - Two lanes of traffic in each direction
 - A center median
 - Sidewalks on both sides
 - Relocation of existing utilities
- Realigns the nearby I-10 on-ramps and off-ramps to connect to the lowered Pennsylvania Avenue
- Project status
 - Managed by the city of Beaumont
 - Current phase: PA/ED
 - City is requesting assistance from RCTC to deliver this project
 - Critical funding timing requirements
- Cooperative agreement
 - City is requesting the Commission be the lead agency for Plans, Specifications, & Estimates (PS&E) and Right of Way (ROW) phases
 - Cooperative agreement would give RCTC the authority to act as lead agency
 - RCTC reimbursed costs
 - ✓ Staff time and project management
 - ✓ PS&E and ROW related costs
 - ✓ Other general costs associated with delivery of the project
 - An amendment or new agreement will be executed for the construction and construction management phases
- PS&E services procurement
 - The project is under design development by several consultants via separate, non-linked contracts
 - RCTC staff recommend consolidating all elements of design, ROW, and the environmental support into one team

- ✓ Eliminate coordination and design conflicts
- ✓ Assist team in meeting critical delivery dates required by funding deadlines
- HDR Engineering Inc. (HDR) is currently a design team member and is experienced in meeting delivery dates required by funding deadlines
- Sole source Justification
 - Staff recommends proceeding with HDR's services for the following reasons
 1. Existing team continuity and experience
 - ✓ Already a part of project team performing track design and is familiar with project technical requirements
 2. Strict funding deadlines
 - ✓ Project faces critical funding deadlines that jeopardize \$50 million in funding
 - ✓ Tight schedule does not allow sufficient time for full competitive procurement process
 3. Specialized qualifications and capability
 - ✓ Familiarity with corridor, agency coordination requirements and track design integration
 - ✓ Previous experience on RCTC projects and experience working with UPRR
- Fiscal impact

Commissioner Lloyd White thanked David Lewis for the presentation.

Second Vice Chair Jeremy Smith thanked David Lewis for the photos as it helped to see the actual project and what is happening. That helps a lot when they are making these decisions.

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

- 1) **Approve Cooperative Agreement No. 26-72-025-00, with the city of Beaumont for the Pennsylvania Grade Separation Project in an amount not to exceed \$14,000,000;**
- 2) **Authorize Commission staff to be the lead agency on behalf of the city of Beaumont, as stated in the terms of Cooperative Agreement No. 26-72-025-00;**
- 3) **Award Agreement No. 26-72-026-00 to HDR Engineering, Inc., for plans, specifications, & estimates (PS&E) for the Pennsylvania Grade Separation Project for a two-year term in the amount of \$5,874,301, plus a contingency amount of \$587,430, for a total amount not to exceed \$6,461,731;**
- 4) **Approve an Appropriation Adjustment to the Fiscal Year 2025-26 Budget in the amount of \$14,000,000 (revenue) and \$6,461,731 (expenditure) for**

receipt of local funds contribution and project expenses respectively in accordance with the above-referenced project (Pennsylvania Grade Separation Project);

- 5) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 6) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 7) Authorize the Executive Director, pursuant to legal counsel review, to acquire required parcels for the Pennsylvania Grade Separation Project in accordance with the Commission's Right of Way Policies and Procedures Manual, and to execute utility agreements as needed.

At this time, Commissioner Medina left the meeting.

11. ADOPT RESOLUTION NO. 25-009 RELATED TO PROCUREMENT POLICY MANUAL

Matt Wallace, Deputy Director of Administrative Services, presented an update for the RCTC/RCA Procurement Policy Manual (PPM) revisions, highlighting the following:

- Purpose and objectives of PPM
 - Maximize the value of public funds
 - Protect assets and/or services purchased
 - Equal opportunity
 - Protect the integrity and reputation of RCTC/RCA/Officers/Employees
 - Ensure compliance with state and federal funding
- Commission PPM adoptions
 - April 11, 2007
 - July 11, 2012
 - December 12, 2012
 - September 9, 2015
 - December 13, 2017
 - June 13, 2018
 - September 11, 2019
 - February 10, 2021
- Updates
 - Chapter 2 – Procurement Generally
 - ✓ Procurement Officer –designation/delegation change
 - ✓ Procurement thresholds for Commission services *
 - Micro-purchase increase from \$10,000 to \$15,000
 - Small purchase threshold from \$250,000 to \$350,000
 - Formal procurement threshold greater than \$350,000

**Adjustments to RCA thresholds for supplies, equipment, materials and services adjusted consistent with the changes above.*

At this time, Commissioner Speake left the meeting.

Matt Wallace continued to present the following:

- ✓ Construction Change Order approval limits
 - Increase from \$250,000 to \$350,000
- ✓ Non-construction Change Orders for Toll Operations
 - Follow same authorization limits as construction change orders
- ✓ Protest Procedures
 - Solicitation requirements – up to 5 calendar days following final addendum
 - Selection – up to 10 calendar days of notice of intent to award
- Chapter 4 – Alternative Delivery Contracts
 - ✓ Include Progressive Design-Build
 - ✓ Allow use of alternate delivery methods authorized by state law
- Chapter 8 - References to Applicable Laws/Regulations
 - ✓ Remove language limiting inclusion of geographical preferences

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

- 1) **Approve the revised Riverside County Transportation Commission (RCTC) and Western Riverside County Regional Conservation Authority (RCA) Procurement Policy Manual (PPM) for the procurement and contracting activities undertaken by the agencies, pursuant to legal counsel review as to conformance to state and federal law; and**
- 2) **Adopt Resolution No. 25-009, “*Resolution of the Riverside County Transportation Commission Regarding the Revised Procurement Policy Manual*”.**

White: Did not register a vote for this agenda item.

12. ELECTION OF RIVERSIDE COUNTY TRANSPORTATION COMMISSION OFFICERS

Chair Spiegel opened the nominations for the election of officers for 2026 for Chair, Vice Chair, and Second Vice Chair. She referred to Lisa Mobley to provide direction to the Commissioners.

Lisa Mobley stated this item is for the Commission to conduct an election of officers for 2026. In accordance with the Administrative Code the Commission must annually hold an election of officers at its first meeting in December. The changes will be effective on January 1st of the following year. The officers of the Commission shall consist of the Chair, Vice Chair, and Second Vice Chair. The Administrative Code requires there be at least one supervisor and one city council member among the three officer positions at all times.

For 2025, Karen Spiegel was the Chair, Ramond Gregory was the Vice Chair, and Jeremy Smith served as Second Vice Chair. She turned it back over to the Chair for nominations.

Chair Spiegel nominated Commissioner Raymond Gregory for Chair. Commissioner Smith seconded Chair Spiegel's motion. No other nominations were received.

Commissioner Michael Vargas nominated Commissioner Jeremy Smith for Vice Chair. Commissioner Cindy Warren seconded Commissioner Vargas' motion. No other nominations were received.

Commissioner Jan Harnik nominated Commissioner Chuck Washington for Second Vice Chair. Commissioner Kathleen Fitzpatrick seconded Commissioner Harnik's motion. No other nominations were received.

Chair Spiegel closed the nominations. Raymond Gregory was elected as the Commission's Chair, Jeremy Smith as Vice Chair, and Chuck Washington as Second Vice Chair for 2026.

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

There were no items pulled from the Consent Calendar.

At this time, Commissioner Gutierrez left the meeting.

14. EXECUTIVE DIRECTOR'S REPORT

- Aaron Hake announced that the California Transportation Commission (CTC) awarded this Commission \$25 million for the Coachella Valley Rail Project. He thanked Vice Chair Gregory and Second Vice Chair Smith for testifying in front of the CTC in support of that \$25 million. Staff hopes to bring a contract for award in the next couple of Commission meetings.

15. COMMISSIONER COMMENTS

15A. Commissioner Magee stated that many of their jurisdictions within this region continue to be under pressure from the logistics industry to review, condition, and approve giant mega warehouses. While each jurisdiction maintains their land use sovereignty these warehouses can have a significant impact on their regional transportation network. He requested staff and their incoming Chair to consider a dialogue on the subject during their upcoming Commission Workshop. It is time that they asked the question should RCTC play a role in the process.

Chair Spiegel replied so noted to Commissioner Magee. She would have to agree and thanked Commissioner Magee for bringing it up.

At this time, Commissioner Perez left the meeting.

15B. Commissioner Taylor stated that he noticed in the procurement agreements and this is more for legal counsel when looking at the paragraph on governance it is pretty light on compliance with regards to government regulations it is very broad. There is so much money flowing through here. He asked if they could add a sentence that states that any procurement also is in alignment with Government Codes 87100 and 1090 making sure that elected officials or government employees are not receiving any personal benefits from any of the contracts that are awarded.

Steve DeBaun replied that that would apply regardless of what they say. They could add something, but it is not necessary as they have a conflict of interest code specifically that governs all actions of the Commission not just procurement matters.

Commissioner Taylor replied if he is satisfied.

Steve DeBaun replied that he is completely satisfied that the Commissioners and staff need to comply with applicable conflict of interest rules. He is satisfied that they have done everything that they can do to ensure that those provisions apply to any procurement.

15C. Chair Spiegel stated that in her search she thinks that the city of Norco was the only entity that put on something in remembrance of Pearl Harbor Day. They did their 20th commemoration, and she is hoping that they as a body of elected officials do take note if nothing more than just making comments about some of these. This year is the 20th anniversary of 9/11 and the 250th anniversary of us becoming a country. There are all kinds of things going on and they are leaders she hopes that they lead in sharing that with the community so that they know what they are built on. They cannot erase history, it is there to help form who they are today. She is hoping that she can encourage her colleagues in all elected capacities to move the message forward that there are things and people's lives that were either jeopardized or taken in protecting their freedoms. They need to always recognize those.

Commissioner Vargas stated the city of Perris American Legion had a program on December 7.

15D. Vice Chair Gregory asked as the Commission adjourns today that they could do so in the memory of Council Member Mark Carnevale, the city of Cathedral City. He was their RCTC Alternate for many years, and he passed since their last meeting unexpectedly so he would ask that they remember him as they adjourn today.

16. CLOSED SESSION

16A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Agency Negotiator: Executive Director or Designee

Item	Property Description	Buyer(s)	Property Owner(s)
1	432-180-002, 432-180-004 and 432-190-015	RCTC	Glen A Van Dam, et. al.

There were no announcements from the Closed Session.

17. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Spiegel adjourned the meeting at 11:17 a.m. in honor of Commission Alternate Mark Carnevale who passed away. The next Commission meeting is scheduled to be held on Wednesday, January 14, 2026.

Respectfully submitted,



Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 6B

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Linda Fakhouri, Senior Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Single Signature Authority Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Single Signature Authority report for the second quarter ended December 31, 2025.

BACKGROUND INFORMATION:

Certain contracts are executed under single signature authority as permitted in the Commission's Procurement Policy Manual adopted in December 2025. The Executive Director is authorized to sign services contracts that are less than \$250,000 individually and in an aggregate amount not to exceed \$2 million in any given fiscal year. Additionally, in accordance with Public Utilities Code Section 130323(c), the Executive Director is authorized to sign contracts for supplies, equipment, materials, and construction of all facilities and works under \$50,000 individually.

The attached report details all contracts that have been executed for the second quarter ended December 31, 2025, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services and goods as of December 31, 2025, is \$986,000.00

Attachment: Single Signature Authority Report as of December 31, 2025

SINGLE SIGNATURE AUTHORITY

AS OF December 31, 2025

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	ORIGINAL CONTRACT AMOUNT	PAID AMOUNT	REMAINING CONTRACT AMOUNT
		AMOUNT AVAILABLE July 1, 2025	\$ 2,000,000		
25-31-070-00	BNSF	PVL Double Track Project- Reimbursement Agreement	\$ 45,000	\$ 23,740	\$ 21,260
09-31-081-17	Parsons	91 Express Lanes Three Lane Study	\$ 200,000	\$ 114,576	\$ 85,424
10-31-099-18	Stantec	91 Express Lanes Three Lane Study	\$ 200,000	\$ 134,235	\$ 65,765
23-31-024-01	City of Temecula Coop	I-15 Smart Freeway Project RCTC/City of Temecula Coop-RSO Reimbursement	\$ 250,000	\$ -	\$ 250,000
25-18-068-01	Eagle Leadership Group	Eagle Leadership Group -Training Academy	\$ 60,000	\$ 56,400	\$ 3,600
19-31-066-02	Glenn Lukos Associates Inc	Mitigation and Monitoring Implementation Services	\$ 72,000	\$ 19,100	\$ 52,900
26-18-008-00	Gallagher Benefit Services, INC.	Compensation, Classification and Benefits Studies.	\$ 57,000	\$ 17,730	\$ 39,270
25-67-121-01	Fairbank, Maslin, Maullin, Metz & Associates (FM3),	Public survey services	\$ 52,500	\$ 52,500	\$ -
PO 3444	Empire Inc.'s	Station and facilities HVAC services	\$ 25,000	\$ 5,304	\$ 19,696
10-31-099-19	Stantec	71/91 IC Project	\$ 50,000	\$ 18,686	\$ 31,314
26-18-030-00	ACA Compliance Solution Services, INC	The Affordable Care Act (ACA) compliance services	\$ 2,500	\$ 2,500	\$ -
		AMOUNT USED	\$ 1,014,000		
		AMOUNT REMAINING through June 30, 2026	\$ 986,000		

Agreements that fall under Public Utilities Code 130323 (C)

None	N/A	\$-	\$-	\$-
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Linda Fakhouri Prepared by	Jose Mendoza Reviewed by
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Note: Shaded area represents new contracts listed in the second quarter.

AGENDA ITEM 6C

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Daniel Hernandez, Financial Administration Manager Jennifer Fuller, Deputy Director of Finance
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Sales Tax Analysis

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the sales tax analysis for Quarter 3, 2025 (Q3 2025).

BACKGROUND INFORMATION:

At its May 2023 meeting, the Commission awarded an agreement with MuniServices, An Avenu Insights and Analytics Company (now referred to as Neumo), 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 only to the Measure A sales tax revenues.

Since the commencement of sales tax audit services, MuniServices submitted audits, which reported findings to the California Department of Tax and Fee Administration (CDTFA), for review and determination of errors in sales tax reporting related to 1,524 businesses. Through Q3 2025, CDTFA approved \$19,206,978 of cumulative sales tax revenues recovered for the Commission. If CDTFA concurs with the error(s) for the remaining findings, the Commission will receive additional revenues; however, the magnitude of the value of additional revenues is not available. It is important to note that while the recoveries of additional revenues are 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 Q3 2025. Majority of Q3 2025 Measure A sales tax revenues were received in the fourth quarter of calendar year 2025, during the period September 2025 through November 2025. The delay is due to the timing of when sales tax for the reported period is collected and distributed by CDTFA.

The summary section of the Q3 2025 report is attached (Attachment 1) and includes an overview of the following: 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).

RCTC quarterly sales tax cash receipts (net of administrative fees) are stable, reflecting an increase of 4.7 percent, when comparing Q3 2025 to Q3 2024. Increased sales tax receipts in the general retail, food products, and business to business categories were offset by decreases in the transportation and construction categories.

Taxable transactions for the top 25 contributors in Riverside County generated 26.3 percent of taxable sales for Q3 2025. Categories for business identified within the top 25 are primarily general retail, food products, and transportation related.

In the Economic Category Analysis table below, sales tax performance is on a gross basis, specifically it includes estimates for anticipated sales tax receipts, and it does not include the CDTFA administrative fee. The analysis presents four (general retail, food products, business to business, and miscellaneous) of the six categories experienced year-over-year gains as of Q3 2025 compared to Q3 2024. Two of the six categories (transportation and construction) are lower in the Q3 2025 period, including decreases in auto sales - used, auto parts/repair, and building material – retail and wholesale.

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	29.3 / 1.3	29.2 / 0.1	27.7 / 1.2	36.5 / 2.6	23.1 / -2.4	31.0 / 7.0	38.6 / -6.0	27.8 / 1.2	27.9 / -0.5
Food Products	17.6 / 1.2	22.1 / -0.2	21.8 / 1.0	18.4 / 1.0	24.6 / 1.7	17.4 / -2.4	15.2 / -4.6	23.9 / -0.2	19.5 / 0.3
Transportation	21.7 / -3.0	22.0 / -5.4	22.8 / -3.9	22.1 / -3.1	19.0 / -4.2	25.6 / -7.2	21.2 / -8.4	22.5 / -5.1	27.5 / -5.2
Construction	10.3 / -4.1	9.6 / -2.1	8.3 / 0.1	12.0 / -2.1	10.2 / 0.4	11.0 / -13.7	9.5 / -5.4	8.9 / 0.0	13.8 / -5.9
Business to Business	16.1 / 2.5	16.0 / -1.7	18.4 / 3.8	10.4 / -1.8	21.6 / -3.3	13.5 / -9.4	14.8 / -5.0	15.9 / 0.6	10.3 / -2.8
Miscellaneous	5.0 / 4.8	1.1 / -0.5	1.0 / -8.2	0.5 / -9.9	1.5 / 8.4	1.5 / 15.6	0.7 / -8.7	1.1 / -3.9	0.9 / -21.9
Total	100.0 / 0.1	100.0 / -1.7	100.0 / 0.2	100.0 / -0.1	100.0 / -1.6	100.0 / -3.3	100.0 / -6.1	100.0 / -0.9	100.0 / -2.9

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

The Economic Segment Analysis noted in the table below discloses miscellaneous retail as the largest economic segment which includes online retailers, followed by restaurants, and auto sales – new. Miscellaneous retail represents 12.7 percent of total sales tax by segment and experienced an increase of 4.9 percent year over year. Restaurants also experienced an increase of 2.8 percent year over year, reflecting ongoing growth within fast food casual restaurants. New auto sales experienced a slight increase of .1 percent.

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	Miscellaneous Retail	Miscellaneous Retail	Restaurants	Restaurants
% of Total / % Change	12.7 / 4.9	16.2 / 0.5	16.6 / 1.9	19.4 / 4.9	18.6 / 2.7	13.8 / 19.7	18.4 / 1.1	17.9 / 0.5	12.8 / 2.1
2nd Largest Segment	Restaurants	Miscellaneous Retail	Auto Sales - New	Restaurants	Auto Sales - New	Restaurants	Department Stores	Auto Sales - New	Department Stores
% of Total / % Change	11.6 / 2.8	11.8 / 7.7	12.9 / -1.3	12.2 / 2.6	9.1 / -4.8	12.1 / -1.2	11.0 / -4.5	11.6 / -2.5	11.4 / -2.4
3rd Largest Segment	Auto Sales - New	Auto Sales - New	Miscellaneous Retail	Auto Sales - New	Miscellaneous Retail	Auto Sales - New	Restaurants	Miscellaneous Retail	Auto Sales - New
% of Total / % Change	10.9 / 0.1	10.8 / -2.0	10.6 / 7.7	10.8 / 2.1	7.6 / 12.1	11.7 / 1.6	10.1 / -6.4	10.2 / 8.5	11.0 / -0.3

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 informational item. There is no fiscal impact.

Attachments:

- 1) Sales Tax Summary Q3 2025
- 2) Sales Tax Performance Analysis by Quarter Q3 2025
- 3) Quarterly Sales Tax Comparison by City for Q3 2024 to Q3 2025

Riverside County Transportation Commission

Sales Tax Digest Summary

ATTACHMENT 1

Collections through December 2025 Sales through September 2025 (2025Q3)

CALIFORNIA'S ECONOMIC OUTLOOK

California sales tax receipts increased by 4.5% over the same quarter from the previous year for Q3 of 2025, with Northern California reporting a 4.1% increase compared to a 4.8% increase for Southern California. Receipts for the RCTC increased by 4.7% over the same period.

U.S. inflation ticked up to 3.0% in September of 2025, down 6.1 percentage points from its most recent peak of 9.1% in June 2022. California's headline inflation increased to 3.3% year over year as of August 2025, up from 2.7% in August of 2024. (DIR, BEA, BLS, November Finance Bulletin)

The U.S. unemployment rate increased slightly to 4.4% in September of 2025. California's unemployment rate increased by 0.4 percentage points to 5.5% as of August 2025, 0.5 percentage points higher than the September 2023 rate of 5.0%. (EDD, BLS)

U.S. personal income increased by 5.5% for the third quarter of 2025, compared to the same quarter previous year. Compensation for employees increased by 5.4%, while personal current taxes increased by 8.6% from the previous period, resulting in a net gain of 5.1% in disposable income. (BEA)

LOCAL RESULTS

Net Cash Receipts Analysis

Local Collections	\$68,465,223
Less: Cost of Administration	\$(603,300)
Net 3Q2025 Receipts	\$67,861,923
Net 3Q2024 Receipts	\$64,827,601
Actual Percentage Change	4.7%

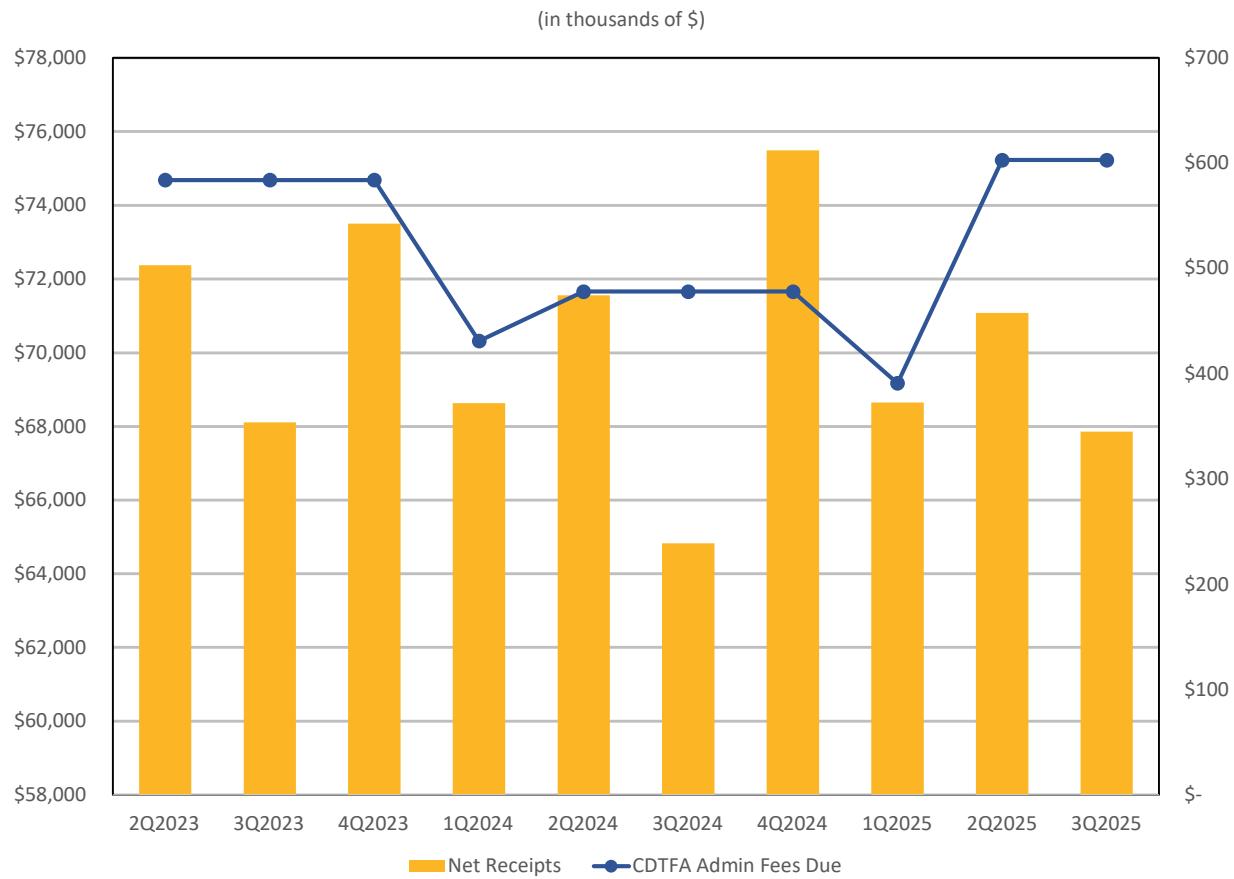
Business Activity Performance Analysis

Local Collections – Economic Basis 3Q2025	\$67,475,830
Local Collections – Economic Basis 3Q2024	\$65,945,200
Quarter over Quarter Change	\$1,530,630
Quarter over Quarter Percentage Change	2.3%

Avenu Insights & Analytics' On-Going Audit Results

Total Recovered Since Inception	\$19,206,978
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HISTORICAL CASH COLLECTIONS ANALYSIS BY QUARTER



TOP 25 SALES/USE TAX CONTRIBUTORS

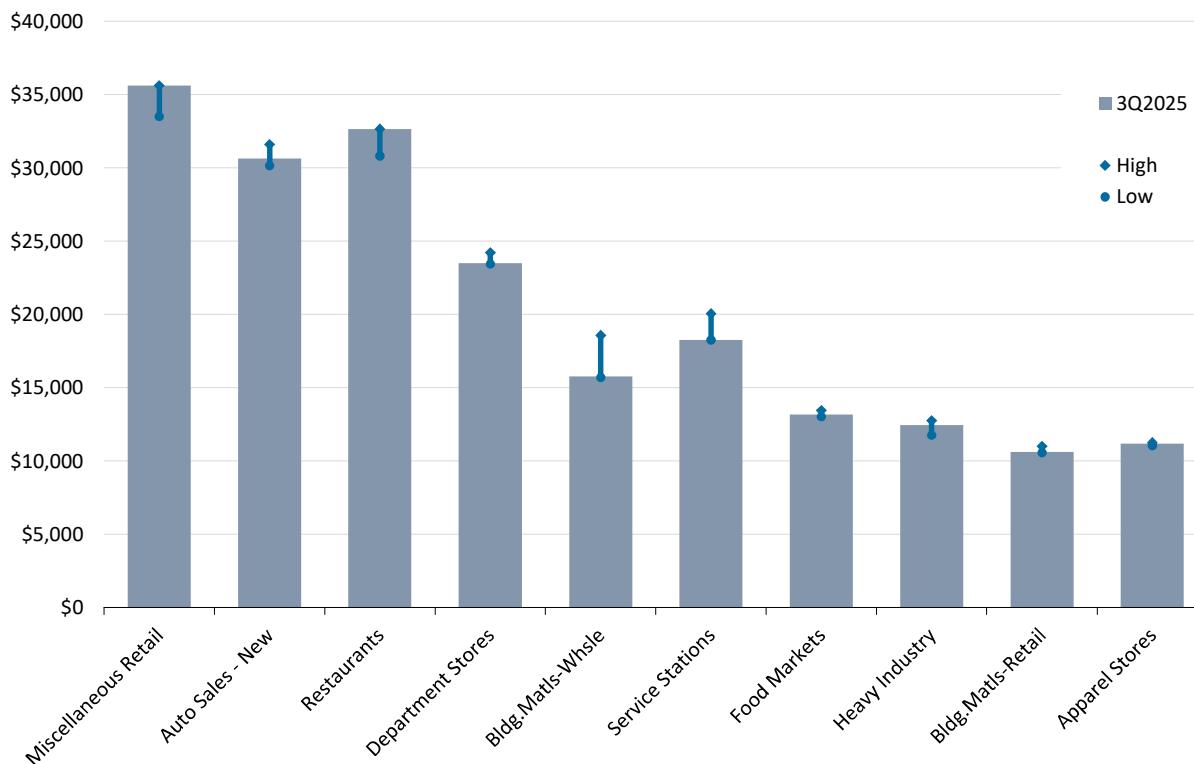
The following list identifies RCTC's Top 25 Sales/Use Tax contributors. The list is in alphabetical order and represents sales from October of 2024 through September 2025. The Top 25 Sales/Use Tax contributors generate 26.3% of RCTC's total sales and use tax revenue.

7-ELEVEN FOOD STORES	HOME DEPOT
AMAZON.COM – EC	IN-N-OUT BURGERS
AMAZON.COM SERVICES – EC	LOWE'S HOME CENTERS
ARCO AM/PM MINI MARTS	MCDONALD'S RESTAURANTS
BEST BUY STORES	NOVA POWER
CARMAX AUTO SUPERSTORES	ROSS STORES
CED LIGHTING SOLUTIONS	SAM'S CLUB
CHEVRON SERVICE STATIONS	SHELL SERVICE STATIONS
CIRCLE K FOOD STORES	STATER BROS MARKETS
COSTCO WHOLESALE	TARGET STORES
DEPARTMENT OF MOTOR VEHICLES	TESLA
EBAY - EC	WAL MART STORES
FERGUSON ENTERPRISES	

* “- EC” added to the end of business names represents electronic commerce.

HISTORICAL SALES TAX AMOUNTS

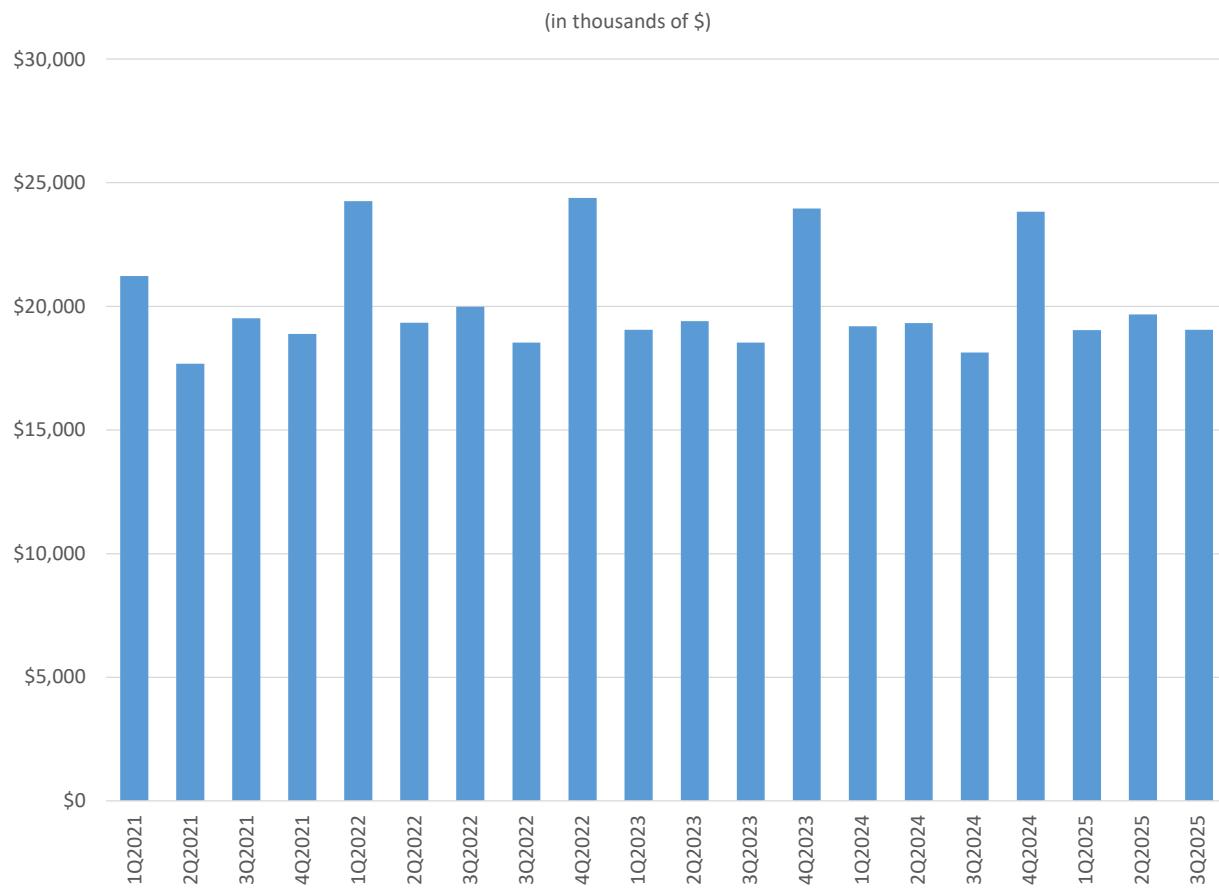
The following chart shows the sales tax level from annual sales through September of 2025, the highs, and the lows for the top ten segments over the last two years in thousands of \$.



ANNUAL SALES TAX BY BUSINESS CATEGORY

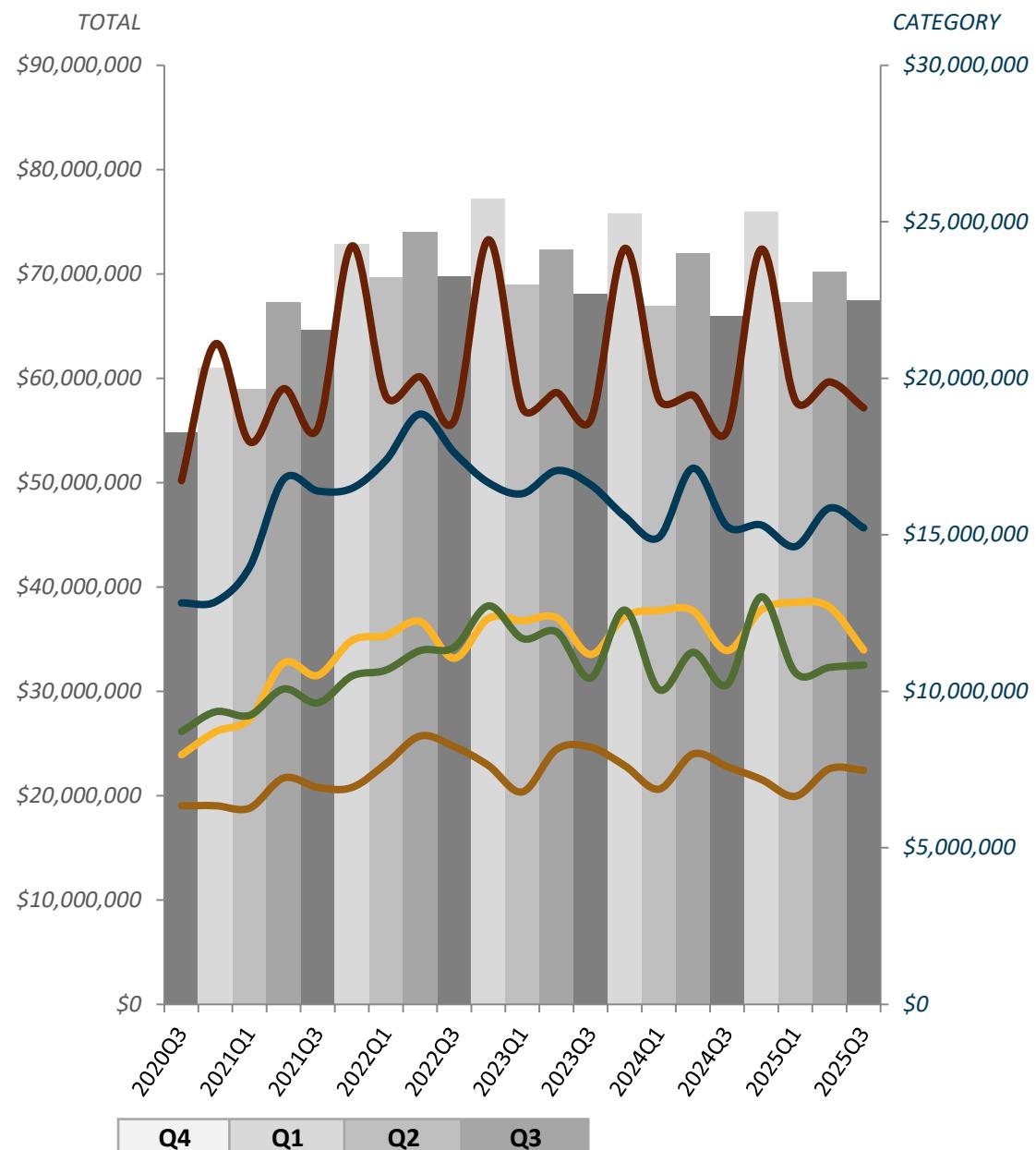
(in thousands of \$)



FIVE-YEAR ECONOMIC TREND: General Retail

TOTAL

Economic



TOTAL				
2025Q3	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$67,475,830	2.3%	\$1,530,630	0.1%	\$300,255
GENERAL RETAIL				
2025Q3	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$19,056,994	4.0%	\$738,961	1.3%	\$1,091,484
% of 2025Q3 Total: 28.2%				
FOOD PRODUCTS				
2025Q3	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$11,324,526	0.2%	\$21,642	1.2%	\$607,749
% of Total: 16.8%				
TRANSPORTATION				
2025Q3	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$15,222,369	-0.4%	-\$53,681	-3.0%	-\$1,885,647
% of Total: 22.6%				
CONSTRUCTION				
2025Q3	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$7,481,291	-1.5%	-\$115,128	-4.1%	-\$1,247,102
% of Total: 11.1%				
BUSINESS TO BUSINESS				
2025Q3	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$10,842,534	6.1%	\$622,247	2.5%	\$1,093,957
% of Total: 16.1%				

QoQ = 25Q3 / 24Q3

YoY = YE 25Q3 / YE 24Q3

RCTC: Quarterly Comparison of 2024Q3 and 2025Q3 (July through September Sales)

	General Retail	Food Products	Transportation	Construction	Business To Business	Miscellaneous	Jul - Sep 2025		Jul - Sep 2024		% Chg	Gain	Gain	Decline	Decline
							(2025Q3)	(2024Q3)							
RIVERSIDE COUNTY															
BANNING	4.9%	2.9%	-12.3%	-6.4%	-31.7%	-10.8%	745,310	804,685	-7.4%	Misc. Vehicle Sales	Heavy Industry	Electronic Equipment	Auto Sales - New		
BEAUMONT	18.4%	-5.5%	-10.3%	-4.9%	19.2%	-19.6%	6,354,012	5,586,413	13.7%	Miscellaneous Retail	Furniture/Appliance	Service Stations	Department Stores		
BLYTHE	-16.1%	-3.1%	-15.8%	-9.7%	28.5%	-29.8%	313,103	340,781	-8.1%	Light Industry	Heavy Industry	Auto Sales - New	Miscellaneous Retail		
CALIMESA	-5.3%	-1.3%	-5.9%	6.8%	-36.2%	55.8%	331,099	353,050	-6.2%	Restaurants	Department Stores	Light Industry	Miscellaneous Retail		
CANYON LAKE	3.1%	-8.8%	-8.2%	0.0%	-14.1%	299.0%	82,510	87,167	-5.3%	Health & Government	Miscellaneous Retail	Restaurants	Service Stations		
CATHEDRAL CITY	-6.2%	-3.6%	1.0%	-0.3%	5.9%	180.8%	2,584,880	2,558,285	1.0%	Auto Sales - New	Miscellaneous Other	Service Stations	Food Markets		
COACHELLA	0.2%	-3.0%	3.7%	32.9%	-3.8%	4.3%	1,025,917	1,015,547	1.0%	Service Stations	Bldg.Matl-Whsle	Restaurants	Energy Sales		
CORONA	-5.2%	2.4%	7.2%	-3.7%	-0.2%	53.6%	13,024,305	13,133,052	-0.8%	Auto Sales - New	Business Services	Bldg.Matl-Whsle	Furniture/Appliance		
COUNTY OF RIVERSIDE	11.5%	2.5%	-19.1%	-9.0%	5.2%	-36.3%	10,045,481	9,965,546	0.8%	Miscellaneous Retail	Leasing	Service Stations	Bldg.Matl-Whsle		
DESERT HOT SPRINGS	-12.7%	-2.5%	12.5%	-30.7%	114.3%	24.6%	472,500	463,998	1.8%	Service Stations	Office Equipment	Drug Stores	Miscellaneous Retail		
EASTVALE	6.8%	-7.4%	2.9%	-2.3%	-39.8%	-26.6%	10,741,025	10,285,925	4.4%	Miscellaneous Retail	Auto Parts/Repair	Heavy Industry	Food Processing Eqp		
HEMET	7.3%	0.6%	-3.9%	-3.6%	18.4%	47.2%	3,376,822	3,355,071	0.6%	Miscellaneous Retail	I.T. Infrastructure	Service Stations	Misc. Vehicle Sales		
INDIAN WELLS	-26.3%	53.2%	0.0%	7.9%	-19.5%	-31.8%	247,021	183,011	35.0%	Restaurants	Food Markets	Miscellaneous Retail	Furniture/Appliance		
INDIO	0.8%	5.1%	-0.7%	-5.5%	-0.6%	23.1%	3,449,161	3,442,332	0.2%	Auto Sales - New	Restaurants	Service Stations	Heavy Industry		
JURUPA VALLEY	27.1%	3.5%	-7.3%	7.0%	6.9%	-13.1%	4,692,320	4,381,155	7.1%	Department Stores	Miscellaneous Retail	Service Stations	Auto Sales - Used		
LA QUINTA	2.3%	3.6%	-0.9%	-2.6%	-5.4%	2.0%	2,024,054	1,997,117	1.3%	Miscellaneous Retail	Restaurants	Department Stores	Service Stations		
LAKE ELSINORE	-1.5%	2.1%	8.7%	-1.5%	0.6%	-53.7%	3,149,482	3,079,908	2.3%	Auto Sales - New	Auto Sales - Used	Heavy Industry	Department Stores		
MENIFEE	5.6%	1.8%	-0.3%	-24.4%	6.5%	26.5%	2,698,938	2,703,427	-0.2%	Miscellaneous Retail	Misc. Vehicle Sales	Bldg.Matl-Retail	Service Stations		
MORENO VALLEY	-6.6%	-1.4%	3.8%	16.4%	-43.4%	-54.8%	6,770,734	7,072,194	-4.3%	Auto Sales - New	Bldg.Matl-Whsle	Heavy Industry	Miscellaneous Retail		
MURRIETA	2.0%	1.5%	-5.3%	-5.1%	3.8%	-12.3%	5,477,390	5,515,156	-0.7%	Restaurants	Miscellaneous Retail	Misc. Vehicle Sales	Auto Parts/Repair		
NORCO	21.6%	2.3%	1.0%	-21.7%	-8.8%	-58.8%	2,289,465	2,250,457	1.7%	Apparel Stores	Auto Sales - Used	Bldg.Matl-Whsle	Service Stations		
PALM DESERT	-1.2%	-4.0%	-9.0%	2.6%	-7.9%	41.1%	4,124,190	4,221,056	-2.3%	Electronic Equipment	Miscellaneous Other	Office Equipment	Liquor Stores		
PALM SPRINGS	5.1%	0.5%	1.3%	-1.4%	4.6%	22.5%	3,106,149	3,048,305	1.9%	Auto Sales - New	Department Stores	Service Stations	Leasing		
PERRIS	6.9%	-2.3%	-14.8%	-7.2%	3.2%	-7.7%	5,868,429	5,928,702	-1.0%	Miscellaneous Retail	Business Services	Bldg.Matl-Whsle	Service Stations		
RANCHO MIRAGE	4.2%	0.8%	10.3%	3.7%	3.3%	-72.9%	1,223,287	1,200,305	1.9%	Auto Sales - New	Miscellaneous Retail	Miscellaneous Other	Furniture/Appliance		
RIVERSIDE	7.6%	-1.0%	1.6%	2.6%	0.6%	14.0%	19,805,314	19,321,506	2.5%	Auto Sales - New	Department Stores	Auto Sales - Used	Service Stations		
SAN JACINTO	7.1%	-8.1%	-7.8%	-1.2%	-16.4%	26.3%	1,012,403	1,032,300	-1.9%	Miscellaneous Retail	Department Stores	Food Markets	Service Stations		
TEMECULA	2.7%	-3.9%	3.1%	-1.0%	18.6%	-6.8%	10,409,335	10,000,283	4.1%	Auto Sales - New	Light Industry	Restaurants	Service Stations		
WILDOMAR	-2.7%	-0.9%	-6.9%	43.0%	20.1%	7.9%	633,152	631,828	0.2%	Bldg.Matl-Whsle	Business Services	Service Stations	Drug Stores		

AGENDA ITEM 6D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Amy Weston, Accounting Supervisor Jennifer Fuller, Deputy Director of Finance
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended November 30, 2025.

BACKGROUND INFORMATION:

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

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

The monthly investment report for November 2025, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2021 Financing, and available operating cash. As of November 30, 2025, total cash and investments in the Commission's portfolio totaled approximately \$1.97 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO		AMOUNTS ¹
Operating		\$ 1,312,962,834
Trust		354,839,638
Commission-managed		<u>297,950,253</u>
Total		\$ 1,965,752,725
Note: ¹ Unreconciled and unaudited		

As of November 30, 2025, the Commission's cash and investments adhere to both the Commission's investment policy adopted on December 11, 2024, and permitted investments

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

FISCAL IMPACT:

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

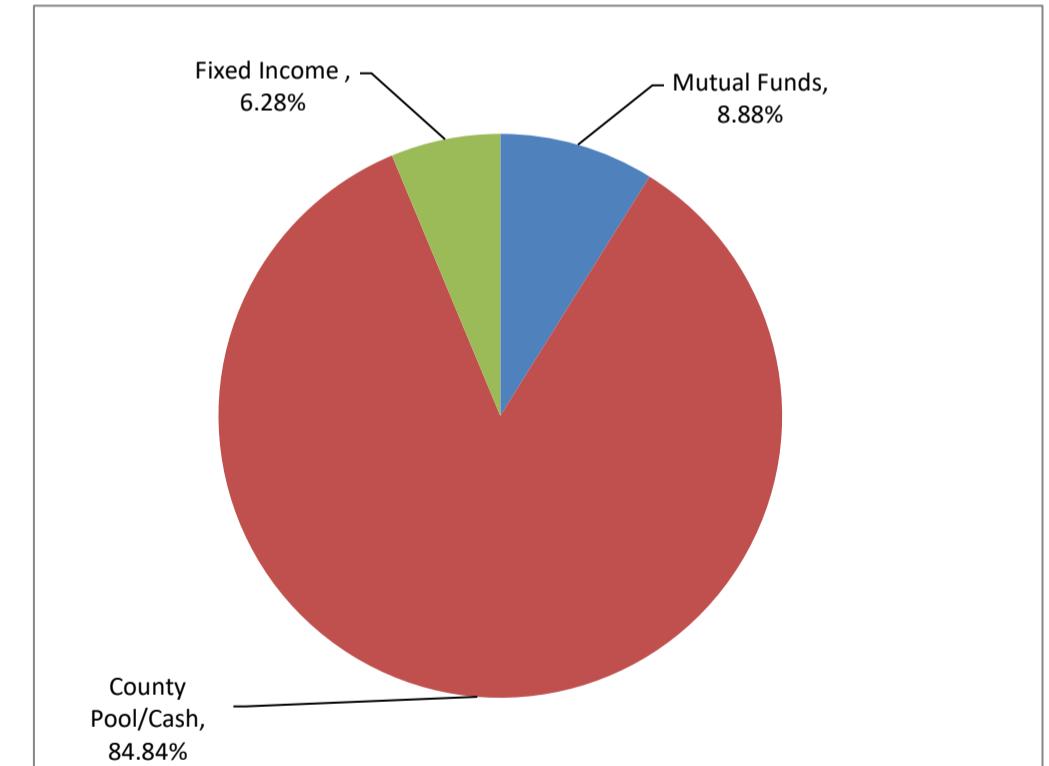
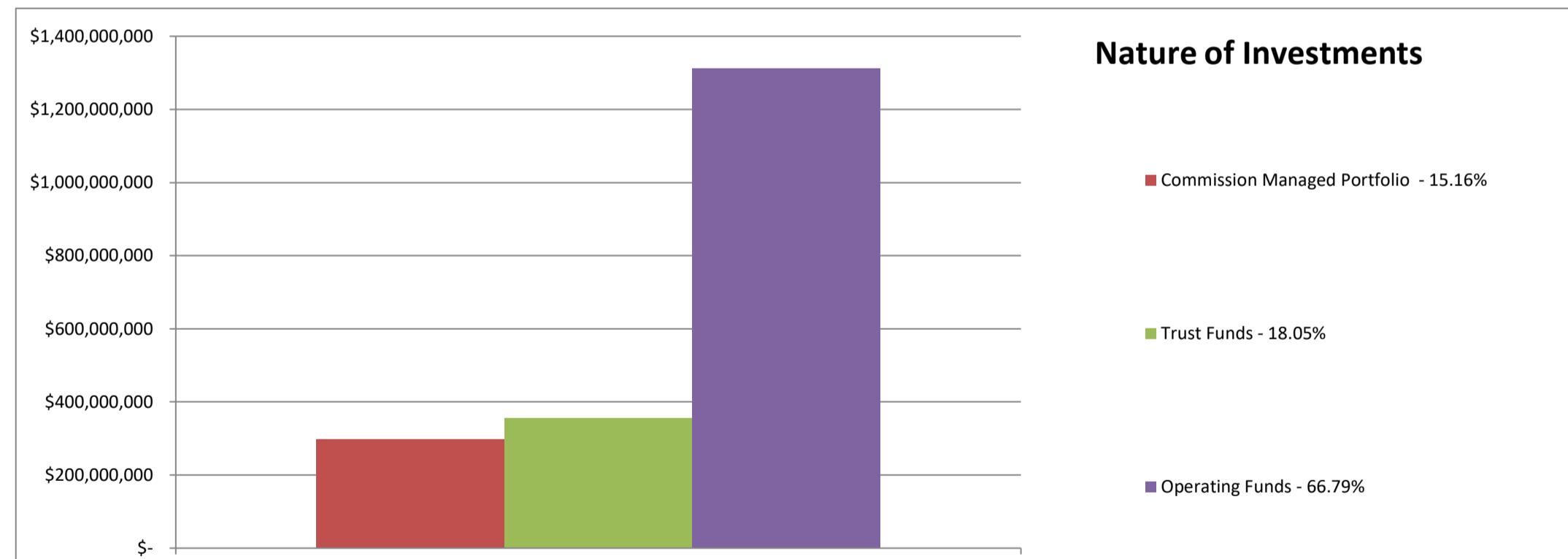
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
 Investment Portfolio Report
 Period Ended: November 30, 2025

	STATEMENT BALANCE ¹	FINANCIAL INSTITUTION	STATEMENTS	RATING MOODYS / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	64,283,853	City National Bank	Available upon request	A3/BBB+								
County Treasurer's Pooled Investment Fund	1,248,678,981	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,312,962,834											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	354,839,638	County Treasurer	Available upon request									
Subtotal Funds Held in Trust	354,839,638											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	61,609,536	US Bank	Available upon request									
2013 Series A & Series B Reserve Fund	13,207,607	US Bank	Available upon request									
2021 Series B Reserve Fund	40,600,873	US Bank	Available upon request									
2021 Series C Reserve Fund	8,088,347	US Bank	Available upon request									
First American Government Obligation Fund	174,443,890	US Bank	Available upon request									
Subtotal Commission Managed Portfolio	297,950,253											
TOTAL All Cash and Investments	\$ 1,965,752,725											

Notes:

¹ Unreconciled and unaudited



AGENDA ITEM 6E

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Amy Weston, Accounting Supervisor Jennifer Fuller, Deputy Director of Finance
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended December 31, 2025.

BACKGROUND INFORMATION:

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

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

The monthly investment report for December 2025, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project 2021 Financing and available operating cash. As of December 31, 2025, total cash and investments in the Commission's portfolio totaled approximately \$1.94 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO		AMOUNTS ¹
Operating		\$ 1,301,444,076
Trust		359,674,315
Commission-managed		<u>286,544,485</u>
Total		\$ 1,947,662,876
Note: ¹ Unreconciled and unaudited		

As of December 31, 2025, the Commission's cash and investments adhere to both the Commission's investment policy adopted on December 10, 2025, and permitted investments

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

FISCAL IMPACT:

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

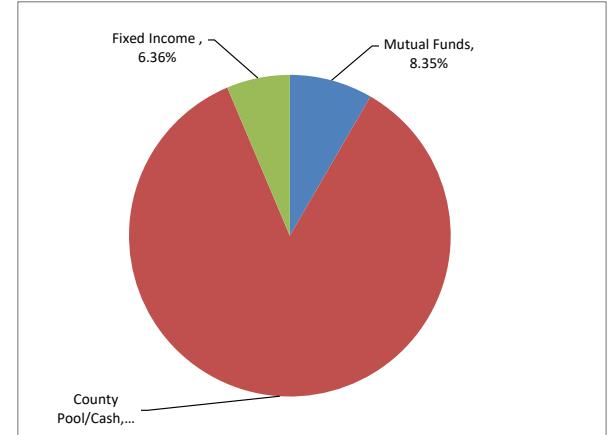
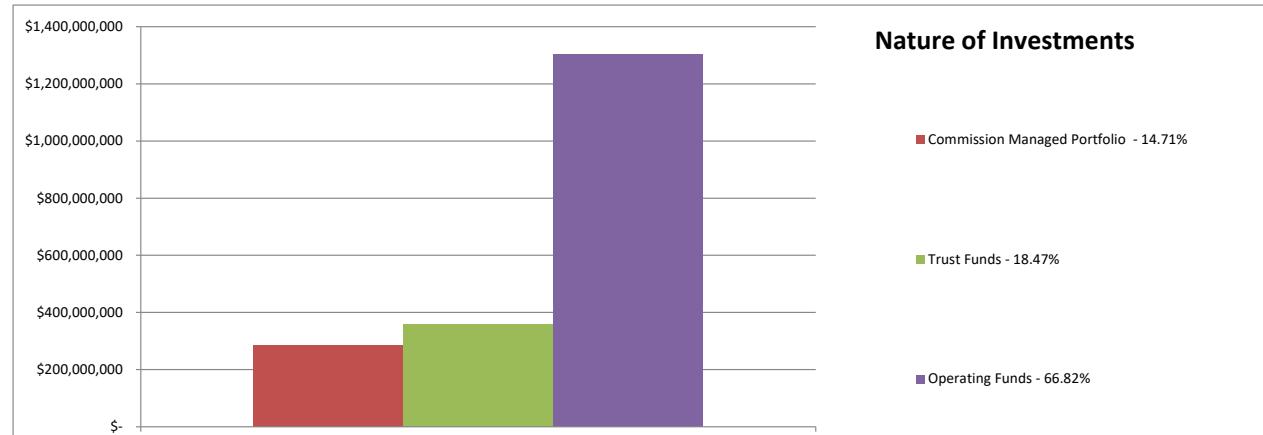
Attachment: Investment Portfolio Report for December 31, 2025.

Riverside County Transportation Commission
 Investment Portfolio Report
 Period Ended: December 31, 2025

	STATEMENT BALANCE ¹	FINANCIAL INSTITUTION	STATEMENTS	RATING MOODYS / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	47,657,785	City National Bank	Available upon request	A3/BBB+	N/A							
County Treasurer's Pooled Investment Fund	1,253,786,291	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,301,444,076											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	359,674,315	County Treasurer	Available upon request									
Subtotal Funds Held in Trust	359,674,315											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	61,804,130	US Bank	Available upon request									
2013 Series A & Series B Reserve Fund	13,244,914	US Bank	Available upon request									
2021 Series B Reserve Fund	40,720,562	US Bank	Available upon request									
2021 Series C Reserve Fund	8,112,191	US Bank	Available upon request									
First American Government Obligation Fund	162,662,688	US Bank	Available upon request									
Subtotal Commission Managed Portfolio	286,544,485											
TOTAL All Cash and Investments	1,947,662,876											

Notes:

¹ Unreconciled and unaudited



AGENDA ITEM 6F

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jonathan Marin, Senior Management Analyst Ariel Alcon Tapia, Public Affairs Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Public Engagement Metrics Report, October – December 2025

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Quarterly Public Engagement Metrics Report for October through December 2025.

BACKGROUND

The Quarterly Public Engagement Metrics Report provides a data-driven view of how the Commission communicates with the public through its digital channels. The report outlines key metrics such as social media engagement, website traffic, and public sentiment to demonstrate how communication resources are used to keep Riverside County residents informed and engaged, reinforcing transparency and trust in the Commission's work. Public Affairs staff leverage digital platforms to share timely project updates, construction activity, public meeting information, highlight Measure A investments, and celebrate key milestones—giving residents direct access to information and opportunities to participate in shaping their transportation future.

During the fourth quarter of 2025, high-performing content included coverage of the return of Metrolink's Holiday Express to downtown Riverside, and the public effort to rename the State Route 79 Realignment Project, as well as the Commission's approval of \$156 million in construction contracts for two vital transportation projects: Mid County Parkway Ramona Expressway and Phase II of the SR-60/Potrero Interchange.

This report, along with the accompanying Public Engagement Metrics dashboard, summarizes public engagement activities from October through December 2025. Comparative data from the fourth quarter of 2024 is included to provide context and highlight year-over-year trends, though variations in activity levels may influence comparative outcomes.

This quarter's report includes the following data sets:

- 1) Metrics for RCTC's overall public engagement activities including public sentiment on social media; social media followers, engagement, and reach; newsletter activity and subscribers; website use and access; and top pages visited.

RCTC Quarterly Public Engagement

Social Media

Public sentiment during the fourth quarter of 2025 was generally positive. Content that featured the grand opening of CV Link in the Coachella Valley, a construction contract award for RCTC's Perris-South Metrolink station expansion, and a retrospective on the Interstate 215/Van Buren Boulevard Interchange Project garnered some of the highest levels of engagement during this past quarter. Construction activity alerts for the I-15 Smart Freeway Pilot Project and request for public input on the renaming of the SR-79 Project triggered high engagement with mixed sentiment.

During this quarter, Public Affairs staff collaborated with several partner agencies to elevate projects, programs, and milestones that would resonate positively with residents, including the City of Beaumont, Metrolink, and the Western Riverside County Regional Conservation Authority. Online surveys from SunLine Transit Agency and Riverside Transit Agency asking for service feedback from riders were also shared on the Commission's social media feeds to help increase awareness.

A collaborative video with the city of Beaumont spotlighting the Commission's award of the construction contract for Phase II of the SR-60/Potrero Interchange Project garnered the highest numbers of views and engagement across the Commission's social media channels during the fourth quarter of 2025. The post, which featured the announcement and b-roll footage of the project area, was viewed 89,774 times by 51,172 users during the quarter.

therctc and beaumontgov
Adam Griffith • Serenity

therctc RCTC approved a \$48.9 million construction contract to start building Phase II of the SR60/Potrero Blvd Interchange Project. Crews will be constructing a new interchange, realigning Western Knolls Avenue, and widening Potrero Boulevard to six lanes. These improvements will provide better access to SR-60 and enhanced regional mobility for the residents of @beaumontgov and the San Gorgonio Pass. Construction kicks off in 2026!

3w

Views: 89,774

Reach: 51,172

Engagement: 2,805

Comparative metrics for the Commission's social media channels for the fourth quarter of 2025, versus the fourth quarter of 2024, are highlighted in the tables below. For context, *engagement* measures the total number of interactions such as likes, comments, shares, and clicks, representing how users react and respond to content. *Reach* is the number of unique users who see the content, indicating how many people had the chance to view the posts. *Impressions* count the number of times content is displayed, regardless of whether it was clicked or engaged with.

Facebook	Q4 2024	Q4 2025	Difference
Followers	14,277	14,692	+415 (+2.9%)
Engagement	10,575	1,831	-8,744 (-83%)
Reach	145,650	141,211	-4,439 (-3%)

Instagram	Q4 2024	Q4 2025	Difference
Followers	4,901	5,373	+472 (+9.6%)
Engagement	4,230	883	-3,347 (-79%)
Reach	80,928	17,658	-63,270 (-78%)

LinkedIn	Q4 2024	Q4 2025	Difference
Followers	1,904	2,426	+522 (+27%)
Engagement	64	946	+882 (+1,378%)
Impressions	3,325	29,677	+26,352 (+793%)

During the fourth quarter of 2024, numerous social media ad placements took place to notify the motorists about closures for the 71/91 Interchange Project and to invite the public to review the draft environmental document for the I-15 Express Lanes Project Southern Extension. Due to these ads, there was a large comparative decrease in engagement and reach across the Commission's social media channels for the fourth quarter of 2025.

The Point E-Newsletter

Public Affairs staff continue to publish high-quality content on the Commission's blog, *The Point*, to enhance public awareness about new initiatives and establish transparency with the Commission's work. Staff publish several compelling stories each month that showcase the Commission's achievements, key project milestones, funding initiatives, and program updates. The blog is a vital communication tool that reflects the Commission's commitment to transparency and education.

Stories published on *The Point* during the fourth quarter of 2025 highlighted the Commission's various contract awards that moved key transportation projects forward, including the next generation motorist assistance study, construction contracts for the Mid County Parkway Ramona Expressway, the second phase of the SR-60/Potrero Interchange, and the Perris-South station expansion. The grand opening of CV Link and the recently completed slab pavement replacement project on the 91 and 15 Express Lanes were also featured. The story with the highest readership during this quarter was titled: [Ride the Train for Free with IE Commuter's "Experience Metrolink" Program](#); covering the IE Commuter program that offers free Metrolink tickets to Riverside and San Bernardino residents. This story was read 514 times during the fourth quarter.

Each month, stories are compiled for the Commission's digital newsletter and distributed to email and text subscribers. This year's fourth quarter newsletter metrics – versus fourth quarter of 2024 – are highlighted below:

The Point	Q4 2024	Q4 2025	Difference
Email Subscribers	8,147	8,562	+415 (+5%)
Text Subscribers	1,615	2,269	+654 (+41%)
Average Open Rate	50.6%	44.8%	-11.4%
Average Click Rate	5.6%	3.8%	-1.8%

Website

During the fourth quarter of 2025, the Commission's website hosted 48,771 sessions from 31,485 unique visitors. 43 percent of the website traffic originated from organic search results. Direct visits – typing in rctc.org into the web browser – made up 39 percent of website sessions. Paid digital ads, such as Google Ads, accounted for 8 percent of this quarter's web traffic. Referrals from external sources, such as The Patch, The Desert Sun, and the Metrolink websites, and links from social media each contributed to 5 percent of total website visits. The most visited webpages during the past quarter were the homepage, SR-79 Project Renaming Survey, and the 71/91 Interchange Project construction updates page.

Website metrics for the fourth quarter of 2025 – versus fourth quarter of 2024 – are highlighted in the table below:

RCTC.org	Q4 2024	Q4 2025	Difference
Website Sessions	84,047	48,771	-35,276 (-42%)
Unique Visitors	56,858	31,485	-25,373 (-45%)

Several digital ads directing users to the construction activity webpage for the 71/91 Interchange Project and the project information webpage for the I-15 Express Lanes Project Southern Extension were deployed during the fourth quarter of 2024 as part of extensive public outreach efforts. As a result, there was a comparative decrease in website sessions and unique visitors for the fourth quarter of 2025.

RCTC Overall Public Engagement Totals for 2025

The 2025 aggregate totals are compiled in the tables below and include total engagement and reach for the Commission's social media channels, and total website sessions and unique visitors.

Platform	Engagement	Reach
Facebook	9,980	1,508,541
Instagram	5,207	763,647
LinkedIn	3,343	187,553
Total	37,060	2,459,741

Channel	Website Sessions	Unique Visitors
RCTC.org	275,112	181,007

FISCAL IMPACT:

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

Attachments:

- 1) RCTC Quarterly Public Engagement Metrics Dashboard (Oct-Dec 2025)
- 2) RCTC Public Engagement Metrics Dashboard (2025 Totals)

Public Engagement Metrics: Q4 2025

October through December

Public Sentiment



- 10/2** Positive sentiment for RCTC's support of TCA's application of the 241/91 Toll Connector
- 10/21** Low sentiment from discourse surrounding the condition of the I-215
- 12/1** Strong sentiment on RCTC's Holiday Express Train ticket giveaway

Social Media



Website

48,771

Total Sessions

-42% vs Q4 of 2024

31,485

Unique Visitors

-45% vs Q4 of 2024

Sessions by Device

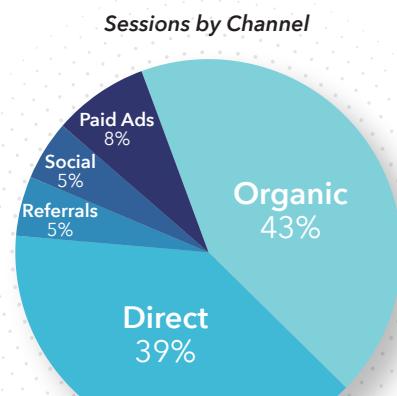
Desktop (60%)

Mobile (40%)
Includes phones and tablets

Top Pages Visited

1

- Homepage
- 2 SR-79 Project Renaming Survey
- 3 71/91 Interchange Project Construction Updates



Referrals originated from external sources such as
The Patch, The Desert Sun, and Metrolink.

Newsletter

8,562

Email Subscribers

+5.1% vs Q4 of 2024

2,269

Text Subscribers

+41% vs Q4 of 2024

45%

Average Open Rate

3.8%

Average Click Rate

Most Read Story

Ride the Train for Free with IE Commuter's
"Experience Metrolink" Program

New program invites residents to try Metrolink with free train tickets



Public Engagement Metrics: 2025 Totals

Website

275,112

Total Sessions

181,007

Unique Visitors

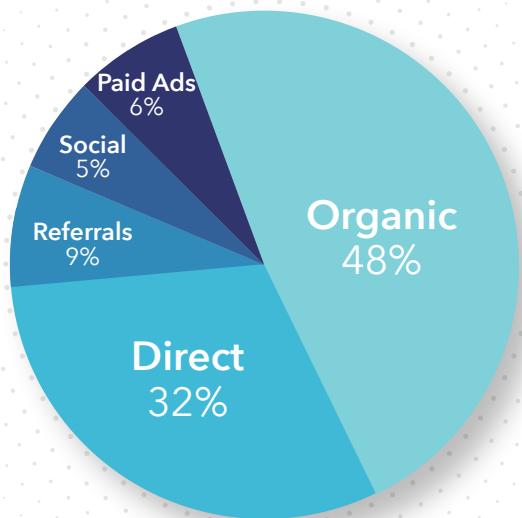
Sessions by Device



Top Pages Visited in 2025

- 1 Homepage
- 2 71/91 Interchange Project Pages
- 3 I-15 Smart Freeway Project Page

Sessions by Channel



Referrals originated from external sources such as CBS News, ABC 7, The Press Enterprise, The Patch, The Desert Sun, and Metrolink.

Social Media

f Facebook

9,980

Engagement

1,508,541

Reach

Instagram

5,207

Engagement

763,647

Reach

LinkedIn

3,343

Engagement

187,553

Reach

Newsletter



Open Rate



Click Rate

Top Read Stories of 2025

1

Reminder: Toll Lane Phishing Scams on the Rise
Toll lane users are advised to be wary of toll text scams

2

Ride the Train for Free with "Experience Metrolink"
New program invites residents to try Metrolink with free train tickets

3

Extended Closure of I-15 Temecula Pkwy On-Ramp
Scheduled closure for the I-15 Smart Freeway Pilot Project

AGENDA ITEM 6G

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Jennifer Fuller, Deputy Director of Finance Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Amendment to Agreement with Eide Bailly for Audit Services

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Amendment No. 6 to Agreement No. 20-19-021-00 with Eide Bailly LLP (Eide Bailly) to extend the audit services for a one-year term, with one one-year option to extend the agreement for an additional amount of \$557,236, and a total amount not to exceed \$2,157,236; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment, including the option year, on behalf of the Commission.

BACKGROUND INFORMATION:

In accordance with state law and various debt indentures and agreements, the Commission is required annually to publish its financial statements with a report from independent certified public accountants providing an opinion that such financial statements are presented in accordance with generally accepted accounting principles and were audited in accordance with generally accepted auditing standards.

On March 11, 2020, the Commission approved an agreement with Eide Bailly LLP for audit services for a three-year term, with three one-year options to extend the agreement. The contract was awarded after request for proposal process was conducted. The fiscal year 2025 audit was the final year of the contract option years.

Staff are recommending that the Commission extend the current agreement for a one-year term, with one one-year option to extend as well. Finance staff are currently working to launch a new financial system in March 2026. First year audits are time intensive as the auditors work to learn about the Commission and our financial processes. Extending the audit contract will allow staff to focus on financial system changes while also implementing its departmental reorganization plan.

The scope of work includes the following items:

Professional Services
Annual Audit of Commission (ACFR), including Required Communication to the Board of Commissioners and Management Letter, if applicable
Local Transportation Fund Audit
State Transit Assistance Fund Audit
State of Good Repair Audit
Low Carbon Transit Operations Program Accounts Audit
91 Express Lanes Audit
15 Express Lanes Audit
Single Audit, including Draft of Data Collection Form (assumes two major programs)
Compliance with Covenants and Provisions of the Reimbursement Agreements
Appropriations Limit Calculation Agreed-Upon Procedures
Measure A Commuter Assistance Agreed-Upon Procedures
NTD Vanpool Program Agreed-Upon Procedures (Not needed to date)
Pension Accounting
OPEB Accounting

The agreed-upon procedures for Measure A Local Street and Roads and Specialized Transit Agencies and the Transportation Development Act financial statement audits for Operators and agencies which received Bicycle and Pedestrian funds are contracted for under separate agreements.

Eide Bailly's cost proposal for the additional two years is attached to the draft amendment. The proposed compensation for the Fiscal Year 2025/26 financial statement audit is a five percent increase over the FY 2024/25 compensation. The FY 2026/27 compensation is a three percent increase over the proposed FY 2025/26 compensation. The compensation amounts by year are provided in the table below.

FY 2024/25 Compensation	FY 2025/26 Compensation	FY 2026/27 Compensation
\$261,427	\$274,500	\$282,736

For the FY 2025/26 audit, Eide Bailly will provide new audit partners to be the lead audit partner and the concurring partner in accordance with Assembly Bill 1345 which requires audit partner rotation every six years. Roger Alfaro will remain the client relationship partner and will return as the lead audit partner for the option year, should staff choose to execute the option.

FISCAL IMPACT:

This item will be added to the budgets for FYs 2026/27 and 2026/28. No budget adjustment is needed in the current year.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2026/27 FY 2027/28	Amount:	FY 2026/27: \$274,500 FY 2027/28: \$282,736
Source of Funds:	2009 Measure A, Transportation Development Act, Transportation Uniform Mitigation Fee, Motorist Assistance funds, and Toll Revenue		Budget Adjustment:		No
GL/Project Accounting No.:	191001 65401 00000 0001 101 19 65401 009199 65401 00000 0000 591 31 65401 001599 65401 00000 0000 515 31 65401				
Fiscal Procedures Approved:			Date:	01/16/2026	

Attachment: Draft Agreement No. 20-19-021-06 with Eide Bailly

Approved by the Budget and Implementation Committee on January 26, 2026

In Favor: 12 Abstain: 0 No: 0

**AMENDMENT NO. 6 TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR AUDIT SERVICES
WITH EIDE BAILLY LLP**

1. PARTIES AND DATE

This Amendment No. 6 to the Agreement for Audit Services is made and entered into this _____ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and EIDE BAILLY LLP ("Consultant"), a limited liability partnership.

2. RECITALS

- 2.1 Commission and Consultant have entered into an agreement dated April 13, 2020, for the provision of audit services (the "Master Agreement").
- 2.2 The Commission and the Consultant have entered into an Amendment No. 1 to the Master Agreement, dated June 19, 2020, in order to include additional terms related to remote access by Consultant to certain Commission servers or databases ("Commission Systems")
- 2.3 The Commission and the Consultant have entered into an Amendment No. 2 to the Master Agreement, dated October 19, 2022, in order to add additional compensation to provide for a third single audit cluster focused on the FTC program.
- 2.4 The Commission and the Consultant have entered into an Amendment No. 3 to the Master Agreement, dated June 29, 2023, in order to add additional compensation and extend the term of the Agreement for continued audit services.
- 2.5 The Commission and the Consultant have entered into an Amendment No.4 to the Master Agreement, dated March 25, 2024, in order to add additional compensation and extend the term of the Agreement for continued audit services.
- 2.6 The Commission and the Consultant have entered into an Amendment No.5 to the Master Agreement, dated May 6, 2025, in order to add additional compensation and extend the term of the Agreement for continued audit services.

2.7 The parties now desire to amend the Master Agreement in order to add additional compensation and extend the term of the agreement for continued audit services.

3. TERMS

3.1 The term of the Master Agreement shall be extended through June 30, 2027. The Commission, at its sole discretion, may extend this Agreement for one (1) additional single-year term through June 30, 2028.

3.2 The maximum compensation for Services performed pursuant to this Amendment No. 6 shall not exceed Two Hundred Seventy-Four Thousand, Five Hundred Dollars (\$274,500).

3.3 The total compensation of the Master Agreement as amended by this Amendment No. 6 shall not exceed One Million, Seven Hundred Forty-Four Thousand, One Hundred Ninety-Eight Dollars (\$1,744,198), as further detailed in Exhibit "A" attached to this Amendment No. 6 and incorporated herein by reference.

3.4 Except as amended by this Amendment No. 6, all provisions of the Master Agreement, as amended by Amendment Nos. 1 through 5, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

3.5 This Amendment No. 6 shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6 This Amendment No. 6 may be signed in counterparts, each of which shall constitute an original.

3.7 A manually signed copy of this Amendment No. 6 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. 6 for all purposes. This Amendment No. 6 may be signed using an electronic signature.

[Signatures on following page]

SIGNATURE PAGE
TO
AMENDMENT NO. 6 TO
AGREEMENT FOR AUDIT SERVICES
WITH EIDE BAILLY LLP

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Aaron Hake, Executive Director

EIDE BAILLY LLP

By: _____
Signature
Name
Title

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

ATTEST:

By: _____
Its: _____

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
COMPENSATION

[attached behind this page]

DRAFT

Eide Bailly proposes the following fee schedule based on our understanding of the scope of work and the level of involvement of RCTC's staff:

Professional Services	FY2026	FY2027
Annual Audit of Commission (CAFR), including Required Communications to the Board of Commissioners and Management Letter, as applicable	\$134,432	\$138,465
Local Transportation Fund Audit	6,819	7,024
State Transit Assistance Fund Audit	6,137	6,321
State of Good Repair Audit	4,091	4,214
Low Carbon Transit Operations Program Accounts Audit	4,091	4,214
91 Express Lanes Audit	40,915	42,142
15 Express Lanes Audit	32,733	33,715
Single Audit, including Draft of Data Collection Form (assumes two major programs)	20,458	21,072
Compliance with Covenants and Provisions of the Reimbursement Agreements	2,728	2,810
Appropriations Limit Calculation Agreed-Upon Procedures	1,091	1,124
Measure A Commuter Assistance Agreed-Upon Procedures	5,456	5,620
NTD Vanpool Program Agreed-Upon Procedures*	9,547	9,833
Pension Accounting	3,001	3,091
OPEB Accounting	3,001	3,091
Total	\$274,500	\$282,736

**not used in prior years*

The professional fees listed above are inclusive of all out-of-pocket expenses, and you will not be billed for expenses such as travel time, mileage, and meals. Our fee increases for future years are consistent with inflationary increases in the government industry. They are contingent upon no major changes to RCTC, and that significant accounting and auditing rule changes and procedures remain consistent with current requirements. Fees don't include additional time that could be incurred due to changes to the scope of the engagement.

AGENDA ITEM 6H

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Edward Emery, Senior Management Analyst Martha Masters, Planning and Programming Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Riverside County 2027 Federal Transportation Improvement Program Financial Resolution

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Adopt Resolution No. 26-001, *“A Resolution of the Riverside County Transportation Commission Which Certifies that Riverside County Has the Resources to Fund Projects in the Federal Fiscal Year 2026/27 Through 2031/32 Transportation Improvement Program and Affirms its Commitment to Implement All Projects in the Program.”*

BACKGROUND INFORMATION:

The Federal Transportation Improvement Program (FTIP) is a federally required document that lists transportation projects funded with federal, state, and local funds for the next six years. The Southern California Association of Governments (SCAG) is responsible for preparing the FTIP every two years for the six counties within the SCAG region and for performing the following five conformity tests:

- Consistency with SCAG’s Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS);
- Regional Emission Analysis;
- Timely Implementation of Transportation Control Measures (TCM);
- Financial Constraint; and
- Interagency Consultation and Public Involvement.

The 2027 FTIP update covers Federal Fiscal Years (FFYs) 2026/27 through 2031/32, and reflects projects listed in the 2024 RTP/SCS. All federal- and state-funded projects must be included in the FTIP prior to spending federal funds.

DISCUSSION:

The attached resolution must be included in the 2027 FTIP to certify the Riverside County portion of the FTIP is financially constrained and to affirm the commitment to implement the projects. Financial constraint and project commitment are defined as follows:

1. **Financial Constraint:** The Commission must certify the submitted Riverside County Transportation Improvement Program identifies funding for projects which may be reasonably expected.
2. **Project Commitment:** The Commission must affirm its highest priorities for funding are the projects in the 2027 FTIP. The affirmation is specifically targeted to enforceable TCMs, which are critical to meeting air quality and transportation conformity, as required by federal and state law.

Over the past four months, staff reviewed projects submitted by Caltrans, local agencies, and transit operators in Riverside County. This review included projects on freeways, state highways, arterials, routes that provide access to major activity centers, goods movement routes, intermodal facilities, and fixed transit routes. Projects that have completed construction were identified and removed from the 2027 FTIP, while other projects were added, deleted, or modified at the request of project sponsors. All project programming was reviewed with project sponsors to ensure each project clearly identifies funding sources and schedules.

There are 16 TCM projects in the 2027 FTIP with completion dates ranging from 2026 to 2040, at an estimated cost of \$883 million. TCMs are specific transportation projects and programs committed to help improve air quality, regardless of the source of funding. Project sponsors have been notified that TCMs must be operational or implemented by the completion date committed to in the FTIP. If not, these projects must be substituted by another TCM-eligible project.

The SCAG Regional Council is scheduled to approve the 2027 FTIP by September 2026. SCAG subsequently will pursue the necessary state and federal approvals for the 2027 FTIP. These approvals are anticipated to occur by early December 2026, at which point the 2027 FTIP takes effect. SCAG allows submittal of minor changes to projects through amendments that occur throughout the two-year cycle; staff coordinates amendments with the appropriate local agencies.

FISCAL IMPACT:

This item does not have a financial impact to the Commission. Separate actions have been or will be taken to fund specific projects as necessary.

Attachments:

- 1) RCTC Resolution No. 26-001
- 2) Fund Summary RCTC FTIP FFY 2026/27 – FFY 2031/32

Approved by the Budget and Implementation Committee on January 26, 2026

In Favor: 12 Abstain: 0 No: 0

RESOLUTION NO. 26-001**A RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION WHICH
CERTIFIES THAT RIVERSIDE COUNTY HAS THE RESOURCES TO FUND PROJECTS IN THE FEDERAL
FISCAL YEAR 2026/27 THROUGH 2031/32 TRANSPORTATION IMPROVEMENT PROGRAM AND
AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM**

WHEREAS, Riverside County is located within the metropolitan planning boundaries of the Southern California Association of Governments (SCAG); and

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) requires SCAG to adopt a regional transportation improvement program for the metropolitan planning area; and

WHEREAS, the IIJA also requires that the regional transportation improvement program include a financial plan that demonstrates how the transportation improvement program can be implemented, indicates resources from public and private sources that are reasonably expected to be made available to carry out the transportation improvement program, and recommends any additional financing strategies for needed projects and programs; and

WHEREAS, the Riverside County Transportation Commission (RCTC) is the agency responsible for short-range capital and service planning and programming for the Riverside County area within SCAG; and

WHEREAS, as the responsible agency for short-range transportation planning, the RCTC is responsible for the development of the Riverside County Transportation Improvement Program (TIP), including all projects utilizing federal and state highway/road and transit funds; and

WHEREAS, the RCTC must determine, on an annual basis, the total amount of funds that could be available for transportation projects within its boundaries; and

WHEREAS, the RCTC has adopted the FFY 2026/27 - 2031/32 Riverside County TIP with funding for FFY 2026/27 and 2027/28 available and committed, and reasonably committed for FFY 2028/29 through 2029/30,

NOW, THEREFORE, BE IT RESOLVED by the RCTC that it affirms its continuing commitment to the projects in the FFY 2026/27 - 2031/32 Riverside County TIP; and

BE IT FURTHER RESOLVED, that the FFY 2026/27 - 2031/32 Riverside County TIP Financial Plan identifies the resources that are available and committed in the first two years and reasonably available to carry out the program in the last four years, and certifies that:

1. Projects in the FFY 2026/27 through FFY 2031/32 Riverside County TIP are consistent with the proposed 2026 State Transportation Improvement Program

(STIP) scheduled to be approved by the California Transportation Commission in March 2026; and

2. All of the projects in the Riverside County TIP have complete funding identified in the Program except the I-15 ELPSE (RIV170901), Pennsylvania Grade Separation (RIV180129A), Temescal Canyon Widening (RIV150901A), and the CV Sync Phase 4 (RIV270702), which will require additional funding in the 2026 STIP cycle. These projects are some of the County's number one priorities for 2026 STIP funds. The Riverside County 2026 STIP Regional Transportation Improvement Program, as identified in the Financial Plan, will include sufficient transportation funds to complete the projects. Therefore, as required by the IIJA, the Commission finds that full funding can reasonably be anticipated to be available for the projects within the time period contemplated for completion of the projects.
3. The local match for projects funded with federal Surface Transportation Block Grant Program (STBG) and Congestion Mitigation and Air Quality Program (CMAQ) program funds are identified in the TIP; and
4. All the Federal Transit Administration funded projects are programmed within the IIJA Guaranteed Funding levels.

APPROVED AND ADOPTED this 11th day of February, 2026.

Raymond Gregory, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission



Fund Summary
 Riverside County Transportation Commission
 2027 FTIP (FY 2026/2027 - FY 2031/2032)
 Local Highway, State Highway, Transit
 Cost in Thousands

FUNDING SOURCE	PRIOR	2027	2028	2029	2030	2031	2032	BEYOND	TOTAL
2022 EARMARK REPURPOSING	\$238	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$238
CPFCDS-FTA	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Carbon Reduction Program (CRP)	\$15,425	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,425
Charging and Fueling Infrastructure Grant	\$19,636	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,636
Community Proj Funding-Congressionally Directed	\$5,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200
Consolidated App Act 2024/Community Project Fund	\$5,000	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$5,500
Earmark Repurposing FY 2025	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Local Trans Climate Adaptation Program	\$66,700	\$450	\$675	\$0	\$0	\$0	\$0	\$0	\$67,825
National Highway Freight Program	\$33,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,500
Railroad Crossing	\$17,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,500
Safe Streets&Roads4All GP	\$219	\$0	\$0	\$2,000	\$0	\$0	\$0	\$0	\$2,219
FEDERAL SUBTOTAL	\$164,418	\$950	\$675	\$2,000	\$0	\$0	\$0	\$0	\$168,043
2016 EARMARK REPURPOSING	\$4,842	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,842
2022 APPROPRIATIONS EARMARKS	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
CMAQ	\$225,995	\$0	\$97,453	\$0	\$0	\$0	\$0	\$0	\$323,448
COVID Relief Funds - STIP	\$10,069	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,069
Coronavirus Response-Relief Supp Appropriations Act	\$10,577	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,577
DEMO - TEA 21	\$7,918	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,918
DEMO-SAFETEA-LU	\$19,287	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,287
FFY 2006 APPROPRIATIONS EARMARKS	\$1,841	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,841
FFY 2009 Appropriations Earmarks	\$950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$950
HIGHWAY INFRASTRUCTURE PROGRAM (HIP)	\$63,914	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$71,914
HOUSING AND URBAN DEV	\$850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$850
INFRASTRUCTURE FOR REBUILDING AMERICA (INFRA) GRANT	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
RECREATIONAL TRAILS	\$1,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,400
STP LOCAL	\$234,635	\$7,590	\$58,841	\$0	\$0	\$0	\$0	\$0	\$301,066
STP RAILROAD LOCAL	\$5,122	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,122
SURFACE TRANS BLK GRNT LOCAL	\$32,666	\$7,225	\$0	\$0	\$0	\$0	\$0	\$0	\$39,891
SURFACE TRANS PROG	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
SURFACE TRANS PROG - HR4818	\$739	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$739
FEDERAL HIGHWAY SUBTOTAL	\$676,805	\$22,815	\$156,294	\$0	\$0	\$0	\$0	\$0	\$855,914
5307H-Hemet Urbanized Area	\$23,558	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,558
5307IC-Indio-Cathedral City Urbanized Area	\$35,970	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,970

5307LA-LOS ANGELES/LONG BEACH/SANTA ANA URBANIZED AREA	\$911	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$911
5307MT-Murrieta-Temecula Urbanized Area	\$32,804	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,804
5307RS-Riverside/San Bernardino Urbanized Area	\$83,997	\$23,024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107,021
5310IC-Indio-Cathedral City Urbanized Area - EM	\$2,149	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,149
5310MT-Murrieta-Temecula Urbanized Area - EM	\$1,778	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,778
5310RS-Riverside/San Bernardino Urbanized Area - EM	\$3,594	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,594
5311 - NONURBANIZED AREA FORMULA PROGRAM	\$6,078	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,078
5311F - INTERCITY BUS	\$1,673	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,673
5337RS-Riverside/San Bernardino Urbanized Area	\$96,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$96,860
5339C-LOW OR NO EMISSION VEHICLE PROGRAM - 5339(C)	\$22,019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,019
5339H-Hemet Urbanized Area - BFG	\$2,388	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,388
5339IC-Indio-Cathedral City Urbanized Area - BFG	\$4,877	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,877
5339LA-LOS ANGELES -LONG BEACH-ANAHEIM URBANIZED AREA - BFG	\$128	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$128
5339MT-Murrieta-Temecula Urbanized Area - BFG	\$5,885	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,885
5339RS-Riverside/San Bernardino Urbanized Area - BFG	\$25,107	\$105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,212
FEDERAL RAILROAD ADMINISTRATION EARMARK	\$2,982	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,982
FTA 5307 UZA FORMULAR	\$216	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$216
FTA 5309(a) GUIDEWS	\$12,649	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,649
FTA 5309(c) BUS	\$2,553	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,553
FTA 5310 ELD AND DISABI	\$212	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$212
FTA 5339b - Bus and Bus Facilities Discretionary Program	\$24,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,000
FEDERAL TRANSIT SUBTOTAL	\$392,388	\$23,129	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$415,517
AGENCY	\$469,040	\$251,722	\$668,304	\$374,099	\$2,440,545	\$15,250	\$105,808	\$30,900	\$4,355,668		
AIR BOARD	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
BONDS - LOCAL	\$32,920	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,920
CITY FUNDS	\$251,341	\$54,149	\$114,468	\$27,938	\$138,870	\$33,567	\$69,000	\$18,000	\$707,333		
COUNTY	\$15,389	\$0	\$99,800	\$648	\$0	\$0	\$0	\$0	\$0	\$0	\$115,837
DEVELOPER FEES	\$11,250	\$8,300	\$29,500	\$27,600	\$52,900	\$6,000	\$3,000	\$22,500	\$161,050		
EASTERN RIV TUMF	\$14,712	\$2,958	\$16,096	\$3,276	\$150,900	\$0	\$0	\$0	\$0	\$0	\$187,942
FARE REVENUE	\$7,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,060
LOCAL - ADVANCED CONSTRUCTION	\$120,682	(\$38,881)	(\$13,973)	(\$4,958)	\$0	(\$34,717)	(\$28,153)	\$0	\$0	\$0	\$0
LOCAL TRANS FUNDS	\$371,888	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$371,888
Measure A Coachella Valley	\$11,700	\$0	\$0	\$0	\$0	\$0	\$86,092	\$0	\$0	\$0	\$97,792
Measure A Regional Arterial	\$74,719	\$0	\$2,255	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76,974
PRIVATE FUNDS	\$8,782	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,782
RIV CO SALES TAX	\$149,711	\$40,303	\$300	\$8,582	\$904,500	\$3,000	\$3,000	\$6,000	\$1,115,396		
TUMF Regional Arterial	\$47,000	\$0	\$3,396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,396
TUMF Zone	\$133,872	\$9,668	\$12,240	\$28,118	\$25,500	\$13,200	\$29,300	\$81,500	\$333,398		

Tolls	\$840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$840
WESTERN RIV TUMF	\$775,692	\$52,302	\$6,665	\$0	\$5,500	\$7,900	\$69,000	\$4,000	\$921,059	
LOCAL SUBTOTAL	\$2,496,798	\$380,521	\$939,051	\$465,303	\$3,718,715	\$130,292	\$250,955	\$162,900	\$8,544,535	
ACTIVE TRANSPORTATION PROGRAM	\$54,722	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,722	
ACTIVE TRANSPORTATION PROGRAM - MPO	\$50,289	\$9,386	\$0	\$0	\$0	\$0	\$0	\$0	\$59,675	
BRIDGE - LOCAL	\$253,595	\$39,720	\$30,422	\$67,059	\$97,244	\$49,141	\$52,416	\$0	\$589,597	
CEC-ALTERNATIVE FUEL	\$8,255	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,255	
LOCAL BRIDGE SEISMIC RETROFIT ACCOUNT	\$2,684	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,684	
NATIONAL HWY SYSTEM - HM	\$8,490	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,490	
PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	
Port & Freight Infrastructure Prgm	\$22,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,000	
SB1 LOCAL PARTNERSHIP FORMULA FUNDS	\$40,724	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,724	
SB1 SOLUTIONS FOR CONGESTED CORRIDORS	\$44,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,500	
SB1 STATE OF GOOD REPAIR	\$5,501	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,501	
SB125 Transit Program	\$103,921	\$10,500	\$1,000	\$0	\$0	\$0	\$0	\$0	\$115,421	
SB1TRADE CORRIDOR ENHANCEMENT	\$58,108	\$25,300	\$0	\$0	\$0	\$0	\$0	\$0	\$83,408	
SECTION 190 GRADE SEPARATION PROGRAM	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	
SENATE BILL 132	\$114,722	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$114,722	
SHOPP - ADVANCE CONSTRUCTION	\$121,058	\$191,065	\$171,604	\$0	\$0	\$0	\$0	\$0	\$483,727	
SHOPP AC-PRIOR	\$476	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$476	
STATE CASH (AB 3090)	\$66,377	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,377	
STATE CASH - CT MINOR PROGRAM	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	
STATE CASH - RIP	\$5,273	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,273	
STATE PARK FUNDS	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400	
STATE TRANSIT ASSIST	\$85,828	\$19,673	\$0	\$0	\$0	\$0	\$0	\$0	\$105,501	
STIP ADVANCE CON-PIIP	\$47,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,600	
STIP ADVANCE CON-RIP	\$55,069	\$23,498	\$55,320	\$0	\$0	\$0	\$0	\$0	\$133,887	
TRADE CORRIDOR PROGRAM	\$59,759	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,759	
TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM	\$25,024	\$15,500	\$0	\$0	\$0	\$0	\$0	\$0	\$40,524	
STATE SUBTOTAL	\$1,241,575	\$334,642	\$258,346	\$67,059	\$97,244	\$49,141	\$52,416	\$0	\$2,100,423	
TOTAL	\$4,971,984	\$762,057	\$1,354,366	\$534,362	\$3,815,959	\$179,433	\$303,371	\$162,900	\$12,084,432	

AGENDA ITEM 6I

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Monica Morales, Senior Management Analyst Eric DeHate, Transit Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Measure A Specialized Transit Award Recommendations for Fiscal Years 2024/25 – 2026/27 - Amendment No. 3

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Amendment No. 3 to the Measure A Specialized Transit Program for Fiscal Years 2024/25-2026/27, allocating an additional \$366,317 for a total amount of \$11,576,904;
- 2) Approve Agreement No. 26-26-042-00 with Kindful Restoration in the amount of \$227,400 for operating and \$65,000 in capital from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$292,400;
- 3) Approve Amendment No. 1 to Agreement No. 24-26-115-01 with Voices for Children for an additional amount of \$36,617 for operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$391,212;
- 4) Approve Amendment No. 2 to Agreement No. 24-26-128-02 with Forest Folk, Inc. (Forest Folk) for an additional amount of \$37,300 for operating from Measure A Specialized Transit funds, for a total not to exceed contract amount of \$478,689; and
- 5) Authorize the Chair or Executive Director to execute the agreements, pursuant to legal counsel review.

BACKGROUND INFORMATION:

The 2009 Measure A Expenditure Plan allocates approximately 12 percent of the annual revenues from the 2009 Measure A Western County program to public transit. The public transit allocation is then distributed amongst five programs: specialized transit services, specialized transit - consolidated transportation service agency, commuter rail, intercity bus, and commuter assistance. The Measure A Specialized Transit Program receives about 2 percent of the 2009 Measure A Western County program revenue, or a 16.4 percent share of the 12 percent for public transit. The program provides funding to benefit older adults, persons with disabilities, and/or those that are most vulnerable and truly needy in Western County. In Western County, this

funding has been distributed through a competitive process every three years to a wide array of non-profit and community organizations that serve these constituencies for specialized transit services for persons with disabilities and older adults.

The goals of the Measure A Specialized Transit Program for Western County are to:

- Support directly operated services that expand or extend existing services, which, if not funded by Measure A funds, would leave an area and/or special population without alternate service options.
- Support existing services that offer an improved level of service coordination with the existing transportation network.
- Expand new services that leverage other revenue sources, can be administered in a cost-effective manner, and will not require long term support from measure A funding; and
- Support new and expansion of existing services including transportation for veterans and shuttles including, but not limited to, nutrition and medical services.

It has been a priority of the Commission to provide funding to public and human service providers of transit services for persons with disabilities, low income, and senior citizens. Specialized transit providers play an important role in the public transportation network, offering over 190,000 one-way trips annually.

Under the program guidelines adopted by the Commission, eligible projects include operating and capital projects for demand response services for non-emergency medical transportation trips, bus pass and voucher programs, mileage reimbursement programs, travel training, vehicle purchases, maintenance equipment, communications and dispatch equipment and mobility management.

To qualify for funding, applicants must demonstrate that their proposed services do not duplicate existing public transit options within the project area and must clearly justify why the target population cannot reasonably utilize available services. Applicants are also required to show how their program is coordinated with existing public transportation providers to the greatest extent feasible, promoting efficient use of resources and better service integration for riders.

DISCUSSION:

The available funding for the FY 2024/25 – 2026/27 Measure A Specialized Transit Program cycle is \$12,181,000. At its June 2024, September 2024, and March 2025 meetings, the Commission approved 22 applications from 17 different agencies totaling \$11,210,587 leaving a remaining balance of \$970,413 available for programming.

Amendment No. 3 includes additional funding requests from the following three agencies:

Kindful Restoration, a new agency to the Specialized Transit program, is a non-profit organization providing programs and services such as housing navigation and stability, reentry and justice-involved programs including, but not limited to peer support, workforce readiness, mentoring

and transportation for individuals exiting incarceration or probation. They have been in operation since 2021, with a mission to empower individuals and families impacted by behavioral health challenges, justice involvement and socioeconomic hardship achieve stability, independence and restored dignity. Kindful Restoration is seeking \$227,400 in operating funds and is projecting to provide 10,400 one-way trips over two years beginning in FY 2025/26 for their transportation program. Additionally, Kindful restoration is requesting \$32,500 for replacement of a 2014 Ford Transit vehicle nearing the end of its useful life, and \$32,500 to expand their current program with an additional vehicle that is ADA compliant. This new award, Agreement No. 26-26-042-00, totals \$292,400 for both operating and capital needs.

Voices for Children is a non-profit organization that provides over 7,000 annual mileage reimbursement trips to volunteer Court Appointed Special Advocates (CASAs) to children who have experienced abuse, abandonment, or neglect. Their original award, Agreement No. 24-26-115 totaled \$354,595 in operating funds, and they are requesting an additional \$36,617 in operating funds due to the increase in children in foster care requiring transportation services. Additional funds will cover higher mileage reimbursement costs and additional staff expenses. The additional funding would bring the contract award to \$391,212.

Forest Folk is a non-profit organization that provides over 4,000 annual one-way passenger trips for needed services, programs, recreation and other activities primarily for seniors in the Idyllwild community. Their current award, Agreement No. 24-26-128, provided \$241,389 for operations and \$200,000 for the replacement of two vehicles. Forest Folk is requesting an additional \$37,300 in operating funds to expand services by operating a second vehicle. The additional funding would bring the contract award to \$478,689 for both operating and capital projects.

The total additional funding requested in Amendment No. 3 is \$366,317, bringing the total award for the call for projects to \$11,576,904. A total of \$604,097 remains available for program awards as shown in Table 1.

Table 1. Summary of Available Funding*

Fiscal Years 2024/25 – 2026/27	
Fiscal Year Funding	Total
FY 2024/25	\$ 4,030,000
FY 2025/26	4,035,000
FY 2026/27	4,116,000
Total Available Funding	\$ 12,181,000
Original Award (June 2024)	9,945,249
Amendment 1 (Sept 2024)	978,346
Amendment 2 (March 2025)	286,992
Amendment 3 (Feb 2026)	366,317
Total Awarded	\$11,576,904
Remaining Funding	\$ 604,097

*Revised funding amounts based on updated finance projections

Staff has evaluated the funding requests based on the approved program guidelines and recommends the Commission approve the contract amendments for Voices for Children and Forest Folk and approve Agreement No. 26-26-042-00 to Kindful Restoration. Staff also recommends the Commission authorize the Chair or Executive Director to execute the agreements with the award recipients, pursuant to legal counsel review.

All awarded projects are monitored regularly and are required to report on performance metrics such as one-way passenger trips, number of unique riders (if applicable), cost per trip, cost per mile, and cost per vehicle service hour. These performance measures enable the Commission to monitor program efficiency and effectiveness. An agency's ability to maintain strong financial controls and meet all reporting requirements is essential to ensuring high-quality, cost-effective service delivery.

FISCAL IMPACT:

The additional funding of \$366,317 for these contracts will not require a budget adjustment as sufficient funds were included in the approved FY 2025/26 budget. FY 2025/26 budget consisted of \$4,000,000 in anticipated Measure A specialized call for project expenses. Funding for FY 2026/27 will be included in the upcoming budget cycle.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26	Amount:	\$301,317 Ops \$65,000 Cap
Source of Funds:	2009 Measure A Western County Specialized Transit			Budget Adjustment:	No
GL/Project Accounting No.:	Operating and Capital (allocated) total: 260 26 86101 \$301,317 Specialized Transit Operating Amendment 3 260 26 86102 \$65,000 Specialized Transit Capital Amendment 3				
Fiscal Procedures Approved:			Date:	01/15/2026	

Attachment: FY 2024/25–2026/27 Measure A Specialized Transit Award Recommendations - Amendment No. 3

*Approved by the Western Riverside County Programs and Projects Committee on
January 26, 2026*

In Favor: 11 Abstain: 0 No: 0


FY 2024/25 - FY 2026/27 PROJECT RECOMMENDATIONS - Amendment 3

Applicant	Project Type	Project Name	Total 3-Year Project Cost	Total 3-Year Measure A Award	Required Match
OPERATING					
1 B&GC Menifee Valley	Operating - Direct Transportation	Ride to Success	\$ 520,500	\$ 343,530	\$ 176,800
2 B&GC Southwest County	Operating - Direct Transportation	Before and After School Specialized Transportation	\$ 778,918	\$ 514,085	\$ 264,833
3 Care A Van	Operating - Direct Transportation	Care-A-Van Transit	\$ 2,312,690	\$ 1,526,377	\$ 773,992
4 Care Connexxus	Operating - Direct Transportation	Specialized Transportation	\$ 976,338	\$ 644,384	\$ 331,954
5 City of Norco	Operating - Direct Transportation	Seniors on the Move	\$ 548,233	\$ 361,836	\$ 186,400
6 Forest Folk*	Operating - Direct Transportation	Idyllwild Area Shuttle Service**	\$ 337,189	\$ 278,689	\$ 58,500
7 Friends of Moreno Valley	Operating - Direct Transportation	Senior Transportation	\$ 737,809	\$ 400,433	\$ 337,376
8 Kindful Restoration	Operating - Direct Transportation	Justice Impacted Transit Operating	\$ 344,546	\$ 227,400	\$ 117,146
9 Operation SafeHouse	Operating - Direct Transportation	Main Street Transitional Living & Permanent Supportive Housing Program**	\$ 296,573	\$ 195,738	\$ 100,835
10 RUHS BH	Operating - Direct Transportation	Transportation Change	\$ 1,941,393	\$ 1,281,497	\$ 660,073
11 RUHS MC	Operating - Direct Transportation	Transportation	\$ 1,855,982	\$ 1,224,948	\$ 631,034
12 US Vets	Operating - Direct Transportation	Inland Empire Transporation- Riverside	\$ 506,003	\$ 333,962	\$ 172,041
13 Valley Resource Center dba EXCEED	Operating - Direct Transportation	Western Riverside Transportation	\$ 2,828,681	\$ 1,049,681	\$ 1,779,000
14 Angel View	Operating - Mileage Reimbursement	Mileage Reimbursement**	\$ 422,527	\$ 270,417	\$ 152,110
15 Independent Living Partnership	Operating - Mileage Reimbursement	Volunteer Escort-Driver Reimbursement Program	\$ 4,583,647	\$ 1,709,979	\$ 2,873,668
16 Voices For Children	Operating - Mileage Reimbursement	Mileage Reimbursement**	\$ 1,379,938	\$ 391,212	\$ 988,726
17 Blindness Support Services	Operating - Travel Training Assistance	Travel Training	\$ 316,590	\$ 208,949	\$ 107,641
18 Michelles Place	Operating - Voucher Program	Treatment Travel Assistance Program**	\$ 221,340	\$ 146,085	\$ 75,255
			Operating Total	\$ 20,908,897	\$ 11,109,202 \$ 9,787,384
CAPITAL					
1 Independent Living Partnership*	Capital - Equipment	Software Upgrade**	\$ 110,202	\$ 110,202	\$ -
2 Kindful Restoration	Capital - Expansion	Expansion - One wheelchair van	\$ 65,000	\$ 32,500	\$ 32,500
3 B&GC Menifee Valley	Capital - Replacement Vehicle	Replacement - Six Passenger Vans	\$ 75,000	\$ 37,500	\$ 37,500
4 Forest Folk*	Capital - Replacement Vehicle	Replacement - Two Passenger Vans**	\$ 200,000	\$ 200,000	\$ -
5 Kindful Restoration	Capital - Replacement Vehicle	Replacement - One Seven Passenger Van	\$ 65,000	\$ 32,500	\$ 32,500
6 RUHS BH	Capital - Replacement Vehicle	Replacement - One Passenger Van	\$ 55,000	\$ 27,500	\$ 27,500
7 RUHS MC	Capital - Replacement Vehicle	Replacement - One Mini Van	\$ 55,000	\$ 27,500	\$ 27,500
			Capital Total	\$ 625,202	\$ 467,702 \$ 157,500
			Grand Total	\$ 21,534,099	\$ 11,576,904 \$ 9,944,884

* Transportation-only organization reduced match was requested and approved

** Inclusive of original and all amendments

FY 2024/25 - FY 2026/27 PROJECT REQUESTS NOT AWARDED

Applicant	Project Type	Project Name	Total 3-Year Project Cost	Total 3-Year Measure A Award	Required Match
1 RUHS BH	Capital - Expansion	Expansion - One wheelchair van	\$ 85,000	\$ -	\$ -

AGENDA ITEM 6J

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Executive Committee Pamela Velez-Renteria, Human Resources Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Updates to Fiscal Year 2025/26 Salary Schedule

EXECUTIVE COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Adopt Fiscal Year 2025/26 Salary Ranges schedule reflecting the recommended updates approved by the Executive Committee.

BACKGROUND INFORMATION:

On January 29, 2026, the Executive Committee reviewed and approved organizational and staffing recommendations for the Toll Operations and Regional Conservation departments including an updated FY 2025/26 salary range table. Two positions were added to the Regional Conservation Department and are to be fully reimbursed by the Western Riverside Regional Conservation Authority (RCA). The RCA Executive Committee reviewed and recommended the addition of these positions. Three positions were added to the Toll Operations Department, to be paid for by toll revenue. RCTC Finance staff conducted fiscal analyses of both departments and determined that sustainable funding is available for all five positions.

For Regional Conservation, the new positions support implementation of the Strategic Improvement Assessment and Action Plan (SIAAP) and address increasing workloads associated with expansion of the reserve system. The two new Regional Conservation positions are: an MSHCP Compliance Manager to oversee increasingly complex compliance activities and improve operational efficiency, and a Senior Management Analyst in the Reserve Management and Monitoring Division to support mitigation planning, wildfire response, and long-term reserve monitoring.

For Toll Operations, the new positions reflect the need to update the original 2008 staffing plan in response to significant expansion of the express lanes system, as well as to prepare for the planned retirement of the Toll Operations Director and establish a clear succession structure. Approved changes include the creation of a Deputy Director of Toll Operations Technology and Roadway, a Roadway and Facilities Operations Manager, a Toll Contracts and Budget Manager, and a reclassification of the Toll Operations Director position. Collectively, these changes align

staffing with current operational demands, strengthen oversight and accountability, and position the agency to advance major initiatives, including toll system upgrades and facility investments. While updated salary schedules are typically reviewed and approved in conjunction with the Commission's annual budget adoption by the Executive Committee, this midyear update is required to ensure compliance with CalPERS regulations. In accordance with California Code of Regulations section 570.5, the agency must maintain a publicly available pay schedule that is formally approved and adopted by its governing body.

Staff recommends final adoption of the updated FY 2025/26 salary ranges.

FINANCIAL IMPACT:

There is no cost to the Commission for adopting the updated FY 2025/26 salary schedule.

Attachment: Redlined FY 2025/26 Salary Range Schedule

Riverside County Transportation Commission

Salary Range by Class Title

FY 2025/26 - Effective XX, 2026

Salary Range	Class Title	Rate Type	Range Minimum (1)	Control Point (1)	Range Maximum (1)
35	Accountant	Monthly	\$7,869	\$9,657	\$10,623
17	Accounting Assistant	Monthly	\$5,045	\$6,192	\$6,811
45	Accounting Supervisor	Monthly	\$10,073	\$12,361	\$13,599
25	Accounting Technician	Monthly	\$6,147	\$7,544	\$8,299
17	Administrative Assistant	Monthly	\$5,045	\$6,192	\$6,811
63	Administrative Services Director/Clerk of the Board	Monthly	\$15,711	\$19,280	\$21,210
33	Administrative Supervisor/Executive Assistant	Monthly	\$7,490	\$9,191	\$10,112
55	Capital Projects Manager	Monthly	\$12,895	\$15,824	\$17,408
67	Chief Financial Officer	Monthly	\$17,342	\$21,281	\$23,411
45	Clerk of the Board	Monthly	\$10,073	\$12,361	\$13,599
51	Community Engagement Manager	Monthly	\$11,682	\$14,336	\$15,770
51	Commuter/Motorist Assistance Manager	Monthly	\$11,682	\$14,336	\$15,770
33	Deputy Clerk of the Board	Monthly	\$7,490	\$9,191	\$10,112
57	Deputy Director of Administrative Services	Monthly	\$13,547	\$16,625	\$18,289
57	Deputy Director of Finance	Monthly	\$13,547	\$16,625	\$18,289
57	Deputy Director of Toll Operations Technology and Roadway	Monthly	\$13,547	\$16,625	\$18,289
75	Deputy Executive Director	Monthly	\$21,129	\$25,929	\$28,525
83	Executive Director	Monthly	\$25,744	\$31,592	\$34,754
63	External Affairs Director	Monthly	\$15,711	\$19,280	\$21,210
45	Facilities Administrator	Monthly	\$10,073	\$12,361	\$13,599
53	Financial Administration Manager	Monthly	\$12,273	\$15,061	\$16,569
51	Financial Budget Manager	Monthly	\$11,682	\$14,336	\$15,770
28	Human Resources Specialist	Monthly	\$6,620	\$8,124	\$8,937
53	Human Resources Manager	Monthly	\$12,273	\$15,061	\$16,569
45	IT Administrator	Monthly	\$10,073	\$12,361	\$13,599
51	Legislative Affairs Manager	Monthly	\$11,682	\$14,336	\$15,770
35	Management Analyst	Monthly	\$7,869	\$9,657	\$10,623
63	Multimodal Services Director	Monthly	\$15,711	\$19,280	\$21,210
53	MSHCP Compliance Manager	Monthly	\$12,273	\$15,061	\$16,569
63	Planning and Programming Director	Monthly	\$15,711	\$19,280	\$21,210
51	Planning and Programming Manager	Monthly	\$11,682	\$14,336	\$15,770
35	Procurement Analyst	Monthly	\$7,869	\$9,657	\$10,623
53	Procurement Manager	Monthly	\$12,273	\$15,061	\$16,569
71	Project Delivery Director	Monthly	\$19,142	\$23,490	\$25,842
51	Public Affairs Manager	Monthly	\$11,682	\$14,336	\$15,770
51	Rail Manager	Monthly	\$11,682	\$14,336	\$15,770
17	Records Technician	Monthly	\$5,045	\$6,192	\$6,811
57	Regional Conservation Deputy Director	Monthly	\$13,547	\$16,625	\$18,289
67	Regional Conservation Director	Monthly	\$17,342	\$21,281	\$23,411
53	Reserve Management/Monitoring Manager	Monthly	\$12,273	\$15,061	\$16,569
57	Right of Way Manager	Monthly	\$13,547	\$16,625	\$18,289
51	Roadway and Facilities Operations Manager	Monthly	\$11,682	\$14,336	\$15,770
39	Senior Accountant	Monthly	\$8,686	\$10,659	\$11,726
25	Senior Administrative Assistant	Monthly	\$6,147	\$7,544	\$8,299
65	Senior Capital Projects Manager	Monthly	\$16,506	\$20,256	\$22,283
43	Senior Management Analyst	Monthly	\$9,588	\$11,766	\$12,944
13	Senior Office Assistant	Monthly	\$4,571	\$5,609	\$6,171
43	Senior Procurement Analyst	Monthly	\$9,588	\$11,766	\$12,944
71	Toll Operations Director	Monthly	\$19,142	\$23,490	\$25,842
51	Toll Contracts and Budget Manager	Monthly	\$11,682	\$14,336	\$15,770
53	Toll Customer Service Manager	Monthly	\$12,273	\$15,061	\$16,569
51	Toll Finance Manager	Monthly	\$11,682	\$14,336	\$15,770
71	Toll Project Delivery Director	Monthly	\$19,142	\$23,490	\$25,842
45	Toll Systems Engineer	Monthly	\$10,073	\$12,361	\$13,599
53	Toll Technology Manager	Monthly	\$12,273	\$15,061	\$16,569
51	Transit Manager	Monthly	\$11,682	\$14,336	\$15,770

(1) Salary Ranges may be adjusted, as approved by the Commission

Revised as of XX and adopted by the Commission as of XX

AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jennifer Fuller, Deputy Director of Finance Daniel Hernandez, Financial Administration Manager Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Year 2025/26 Mid-Year Revenue Projections and Adjustments for Revenue and Expenditures

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the Fiscal Year 2025/26 Mid-Year Revenue projections, which includes Measure A Sales Tax Revenues, Local Transportation Funds (LTF) Sales Tax Revenues, and Transportation Uniform Mitigation Fees (TUMF);
- 2) Approve the FY 2025/26 mid-year budget revenue adjustments for Measure A (increase of \$18,000,000), LTF (increase of \$2,000,000), TUMF (decrease of \$8,000,000), and Local Agency Reimbursements from Western Riverside County Regional Conservation Authority (increase of \$405,000); and
- 3) Approve the FY 2025/26 mid-year budget expenditure adjustments for an increase of \$405,000.

BACKGROUND INFORMATION:

Revenues

Upon the adoption of the FY 2025/26 Budget, the Commission approved revenue projections for various revenue sources, including but not limited to Measure A sales tax, LTF sales tax, and TUMF revenues. The revenue projections approved during the budget process were based on the best available information at that time and were prudent due to the uncertain economic climate resulting from both rising inflation and fluctuating interest rates impacting the region's economy.

Consistent with RCTC's revenue evaluation process, staff reviewed Measure A sales tax, LTF sales tax, and TUMF revenues received through December 2025 to determine if any mid-year adjustments are necessary. Staff considered historical and current trends of the receipts along with the quarterly sales tax forecasts through September 2025 prepared by the Commission's

sales tax and economic consultants Avenu Insights and Beacon Economics. The outlook on the local economy remains cautiously optimistic and reflects stabilizing economic activity.

Measure A Sales Tax Revenues

Measure A sales tax revenues are the local half-cent transactions and use tax approved by Riverside County voters in November 2002. Measure A sales tax revenues fund highway, regional arterial, local streets and roads, new corridors, economic development, bond financing, bus transit, commuter rail, commuter assistance, and specialized transportation projects and programs within the three geographic areas of Riverside County, as defined in the Measure A Expenditure Plan.

FY 2024/25 revenues were approximately \$280 million, in line with FY 2023/24 revenues of \$281 million. The FY 2025/26 receipts through October 2025 reporting period is approximately \$91 million or 35 percent of the budgeted projection of \$262 million and in line with FY 2024/25 revenues through October 2024 reporting period of approximately \$88 million.

The implementation of internet sales taxes in 2019 due to the Wayfair decision coupled with a post pandemic inflationary environment have led to increasing sales tax revenue in recent years. As demonstrated below in Graph 1, since FY 2018/19, Measure A has experienced nearly forty percent (40 percent) growth when compared to the most recently completed fiscal year (2024/25). Since FY 2021/22, Measure A has remained stable despite post pandemic inflationary constraints on consumer spending on taxable goods associated with rising costs for housing, insurance premiums, groceries, health care, education, and energy along with trade tension and other geopolitical events. Sales tax data prepared by the Commission's sales tax consultant cite quarter over quarter increases in retail (4.0 percent), food products (.2 percent), and business-to-business (6.1 percent) offset by decreases in transportation (-.4 percent) and construction (-1.5 percent).

Based on recent collection trends along with forecasts prepared by the Commission's sales tax and economic consultants, staff is recommending a mid-year revision to FY 2025/26 Measure A sales tax revenue projection from \$262 million to \$280 million, amounting to an approximate 7 percent increase.

Staff continue to prudently review quarterly Measure A sales tax revenues economic data available on the California Department of Tax and Fee Administration's website as well as data prepared by the Commission's sales tax and economic consultants. Second quarter (2nd quarter) receipts for the fiscal year (November 2025 – December 2025) have not yet been received. Pending the results for the 2nd quarter, further adjustments to the Measure A projections may occur.

LTF Sales Tax Revenues

LTF sales tax revenues represent a quarter cent of the statewide sales tax and primarily fund transit requirements within the county in addition to planning and administration activities and bicycle and pedestrian projects (SB 821). These revenues approximate 55 percent of Measure A sales tax revenues.

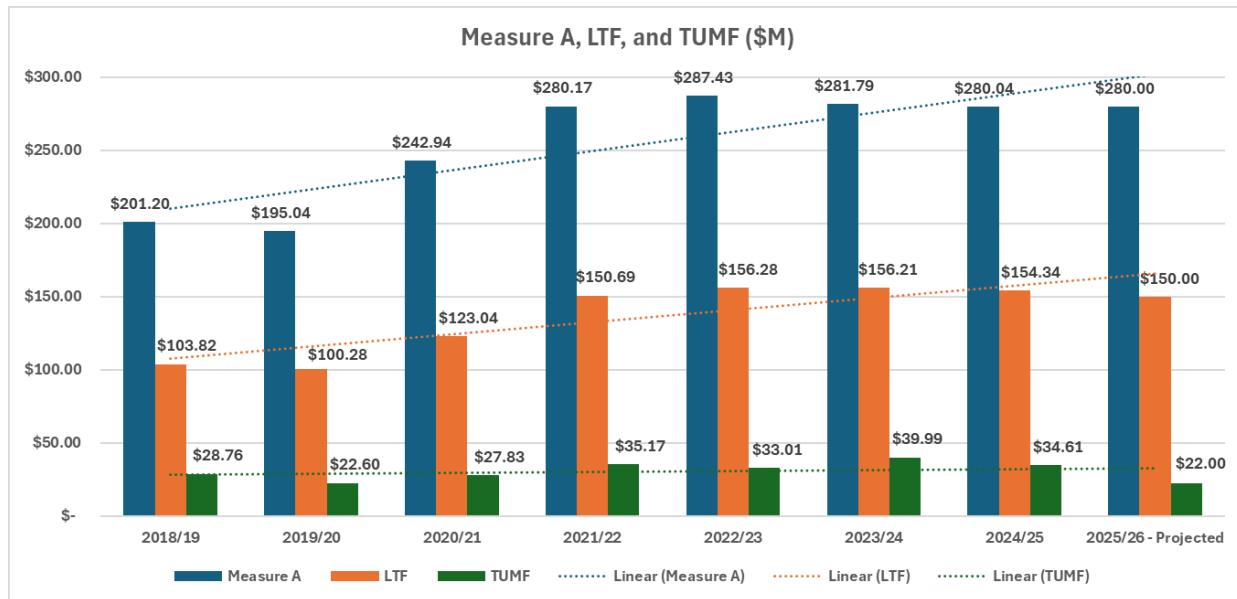
The audited FY 2024/25 revenues totaled approximately \$154 million - in line with the prior fiscal year (2023/24) revenues (see Graph 1). The FY 2025/26 revenues through October 2025 reporting period of \$50 million are 34 percent of the budgeted projection of \$148 million and in line with FY 2024/25 revenues through October 2024 period of \$50 million. Like Measure A sales tax revenues, staff recommend a mid-year revision to the FY 2025/26 LTF from \$148 million to \$150 million due to recent collection trends and the stabilizing sales tax environment described above (see Graph 1).

TUMF Revenues

TUMF revenues represent the Commission's share of revenues generated from a development fee program administered by the Western Riverside Council of Governments (WRCOG). Local western County jurisdictions collect fees charged to ensure new development pays for the new transportation facilities needed to accommodate growth.

FY 2025/26 TUMF revenues through September 2025 reporting period of \$5 million are 17 percent of the budgeted revenue and far less than the \$9 million collected in FY 2024/25 during the same period. Staff at WRCOG anticipate a downward revenue adjustment to TUMF revenues. After coordinating with WRCOG, staff recommends a mid-year revision to the FY 2025/26 TUMF from \$30,000,000 to \$22,000,000 (see Graph 1). This amount is lower than the projection shared with the Committee. WRCOG updated their projections since the Committee meeting, resulting in staff lowering the TUMF projection.

Graph 1: Measure A, LTF and TUMF revenues FY 2018/19 through FY 2025/26



Mid-Year Revenue Projections Summary

The mid-year revenue projections for Measure A sales tax, LTF sales tax, and TUMF are summarized as follows:

Revenue Source	FY 2024/25 Actuals	FY 2025/26 Budget	FY 2025/26 Projection	FY 2025/26 Adjustment
Measure A	\$ 280,039,510	\$ 262,000,000	\$ 280,000,000	\$18,000,000
LTF	154,335,631	148,000,000	150,000,000	2,000,000
TUMF	34,609,340	30,000,000	22,000,000	(8,000,000)

Due to recent sales tax trends and the economic environment along with coordination with the Commission's sales tax and economic consultants, staff recommend adjustments to FY 2025/26 Measure A sales tax with an increase of \$18,000,000 and LTF sales tax with an increase of \$2,000,000 budgeted revenue projections. Due to recent collection trends and coordination with WRCOG, staff recommend adjustments to FY 2025/26 TUMF with a decrease of \$8,000,000. Staff will continue to monitor FY 2025/26 revenues to determine if additional adjustments to the revenue projections for Measure A sales tax, LTF sales tax, and TUMF are necessary in the future.

Expenditures

Staff performed a review of expenditures for the six-month period ending December 31, 2025. As a result of the review, the following mid-year expenditure budget adjustments are proposed:

Expenditure Adjustment 1 - \$65,000

The Santa Ana Watershed Association (SAWA) is the species monitoring administrator for the Western Riverside County Regional Conservation Authority's (RCA) Multiple Species Habitat Conservation Plan (MSHCP). The FY 2025/26 budget for services rendered by SAWA requires an increase of \$65,000 from \$2,215,800 to \$2,280,800 for SAWA's reclassification of its Monitoring and Program Administrator position from part-time to full-time. Expenditure adjustments are funded and fully reimbursable by the RCA.

Expenditure Adjustment 2 - \$250,000

An amendment to the Strategic Implementation Assessment and Action Plan (SIAAP) contract with ICF Jones & Stokes was approved by the RCA's Board on October 6, 2025, to amend the MSHCP to add Crotch's Bumble Bee as a covered species. The cost to complete this specific scope of work in the current fiscal year requires an increase of \$250,000 to the FY 2025/26 budget. Expenditure adjustments are funded and fully reimbursable by the RCA.

Expenditure Adjustment 3 – \$90,000

Dudek is an environmental consultant and assists the RCA with implementation of the MSHCP. The FY 2025/26 budget for services rendered by Dudek requires an increase of \$90,000 from \$430,000 to \$520,000 to complete anticipated services through fiscal year end. Expenditure adjustments are funded and fully reimbursable by the RCA.

FISCAL IMPACT:

Below is the fiscal impact for the Mid-Year revenue and expenditure projections adjustments for FY 2025/26:

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26	Amount:	Revenues Measure A: \$18,000,000 LTF sales tax: \$2,000,000 TUMF: (\$8,000,000) Local Agency Reimbursements (RCA): \$405,000 Expenditures: RCA: \$405,000
Source of Funds:	2009 Measure A sales tax, LTF sales tax, TUMF, Regional Conservation Authority		Budget Adjustment:		Yes

	Revenues:		
	<u>Measure A</u>		
	\$ 4,436,000	623999 401 40101	262 31 40101
	1,608,000	613999 401 40101	261 31 40101
	888,000	654199 401 40101	265 33 40101
	222,000		269 62 40101
	277,000		260 26 40101
	93,000		270 26 40101
	217,000	632199 401 40101	263 41 40101
	1,304,000	005200 401 40101	266 72 40101
	4,218,000		267 71 40101
	1,174,000		264 19 40101
	174,000	683999 401 40101	268 31 40101
	1,664,000	563999 401 40101	256 31 40101
	1,164,000		257 71 40101
	499,000		258 26 40101
	<u>62,000</u>		234 71 40101
	\$ 18,000,000		
GL/Project Accounting No.:	<u>LTF</u>		
	\$ 2,000,000	622299 401 40102	601 62 40102
	<u>TUMF</u>		
	(4,000,000)	725000 416 41607	210 72 42110
	<u>(4,000,000)</u>	735000 416 41607	210 73 42110
	\$ (8,000,000)		
	<u>Local Agency Reimbursements (RCA)</u>		
	\$ 90,000		750 53 41203
	<u>315,000</u>		750 55 41203
	\$ 405,000		
	Expenditures:		
	<u>RCA</u>		
	\$ 90,000		750 53 65520
	<u>315,000</u>		750 55 65520
	\$ 405,000		
Fiscal Procedures Approved:		Date:	01/16/2026

Attachments:

- 1) FY 2025/26 Revised Measure A Program Allocation
- 2) FY 2025/26 Revised Riverside County LTF Apportionment

Approved by the Budget and Implementation Committee on January 26, 2026

In Favor: 12 Abstain: 0 No: 0

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A PROGRAM ALLOCATION (PROJECTION)¹
FY 2025/26
REVISED (1/2026)**

	Revised Projection (1/2026)	Original Projection (1/2025)	Increase (Decrease)
Projected Measure A Revenues	\$ 280,000,000	\$ 262,000,000	\$ 18,000,000
Less: Administration ²	-	-	-
Projected Apportionment to Programs:			
Western County			
Highway Improvements (262)	68,998,000	64,562,000	4,436,000
New Corridors (261)	25,028,000	23,420,000	1,608,000
Public Transit			
Commuter Rail (265)	13,800,000	12,912,000	888,000
Intercity Bus (269)	3,450,000	3,228,000	222,000
Specialized Transit-Operations (260)	4,312,000	4,035,000	277,000
Specialized Transit-CTSA (270)	1,438,000	1,345,000	93,000
Commuter Services (263)	3,382,000	3,165,000	217,000
Regional Arterial (266)	20,293,000	18,989,000	1,304,000
Local Streets & Roads (267)	65,615,000	61,397,000	4,218,000
BANNING	899,000	841,000	58,000
BEAUMONT ³	946,000	885,000	61,000
CALIMESA	325,000	304,000	21,000
CANYON LAKE	284,000	265,000	19,000
CORONA	5,835,000	5,460,000	375,000
EASTVALE	3,601,000	3,370,000	231,000
HEMET	2,748,000	2,572,000	176,000
JURUPA VALLEY	3,326,000	3,113,000	213,000
LAKE ELSINORE	2,263,000	2,117,000	146,000
MENIFEE	3,332,000	3,117,000	215,000
MORENO VALLEY	6,377,000	5,967,000	410,000
MURRIETA	3,558,000	3,329,000	229,000
NORCO	959,000	897,000	62,000
PERRIS	2,887,000	2,701,000	186,000
RIVERSIDE	10,764,000	10,072,000	692,000
SAN JACINTO	1,490,000	1,394,000	96,000
TEMECULA	4,215,000	3,944,000	271,000
WILDOMAR	1,003,000	939,000	64,000
RIVERSIDE COUNTY	9,384,000	8,782,000	602,000
WRCOG ³	1,419,000	1,328,000	91,000
Bond Financing (264)	18,264,000	17,090,000	1,174,000
Economic Development Projects (268)	2,706,000	2,532,000	174,000
SUBTOTAL-Western County	227,286,000	212,675,000	14,611,000
Coachella Valley			
Highways & Regional Arterials (256)	25,876,000	24,212,000	1,664,000
Local Street & Roads (257)	18,113,000	16,949,000	1,164,000
CATHEDRAL CITY	1,867,000	1,747,000	120,000
COACHELLA	791,000	740,000	51,000
DESERT HOT SPRINGS	627,000	587,000	40,000
INDIO	337,000	315,000	22,000
LA QUINTA	2,652,000	2,481,000	171,000
PALM DESERT	1,895,000	1,773,000	122,000
PALM SPRINGS	3,344,000	3,129,000	215,000
RANCHO MIRAGE	2,967,000	2,776,000	191,000
RIVERSIDE COUNTY	1,140,000	1,067,000	73,000
Specialized & Public Transit (258)	2,493,000	2,334,000	159,000
SUBTOTAL-Coachella Valley	7,763,000	7,264,000	499,000
	51,752,000	48,425,000	3,327,000
Palo Verde Valley			
Local Street & Roads (234)	962,000	900,000	62,000
BLYTHE	760,000	711,000	49,000
RIVERSIDE COUNTY	202,000	900,000	(698,000)
SUBTOTAL-Palo Verde Valley	962,000	900,000	62,000
TOTAL	\$ 280,000,000	\$ 262,000,000	\$ 18,000,000

Notes:

¹ Estimate for planning purposes, subject to change and rounding differences.² 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.³ In accordance with settlement agreement and release.

**RIVERSIDE COUNTY
LOCAL TRANSPORTATION FUND
FY 2025/26 APPORTIONMENT
Revised January 2026**

	Revised Projection (1/2026)	Original Projection (1/2025)	Increase (Decrease)
Estimated Carryover (Unapportioned)	\$ 23,514,000	\$ -	\$ 23,514,000
Estimated Receipts ¹	150,000,000	148,000,000	2,000,000
TOTAL	173,514,000	148,000,000	25,514,000
Less: County Auditor-Controller Administration	12,000	12,000	-
Less: Estimated RCTC Administration ²	1,250,000	1,250,000	-
Less: RCTC Planning (3% of revenues)	5,205,000	4,440,000	765,000
Less: SCAG Planning (3/4 of 1% of revenues)	1,301,000	1,110,000	191,000
BALANCE	165,746,000	141,188,000	24,558,000
Less: SB 821 (2% of balance)	3,315,000	2,824,000	491,000
BALANCE AVAILABLE BEFORE RESERVES	162,431,000	138,364,000	24,067,000
Less: 10% Transit Reserves	16,243,000	13,836,000	2,407,000
BALANCE AVAILABLE FOR APPORTIONMENT	\$ 146,188,000	\$ 124,528,000	\$ 21,660,000

APPORTIONMENT³	Population	Population % of Total	FY 2025/26 Revised Appportionment (1/2026)	FY 2025/26 Original Appportionment (1/2025)	Revised Projections Increase (Decrease)
			(1/2026)	(1/2025)	
Western:					
Rail	28%	1,974,084	80.83%	\$ 118,158,000	\$ 100,651,000
Transit	72%			33,084,000	28,182,000
Coachella Valley	445,582	18.24%	85,074,000	72,469,000	12,605,000
Palo Verde Valley	22,712	0.93%	26,670,000	22,719,000	3,952,000
	2,442,378	100.00%	\$ 146,188,000	\$ 124,528,000	\$ 21,660,000

ALLOCATION OF TRANSIT RESERVES (in accordance with Reserve Policy adopted May 14, 2025):

Western:				
Rail			\$	3,676,000
Transit:				
RTA	\$ 8,114,000			
Banning	267,000			
Beaumont	331,000			
Corona	192,000			
Riverside	549,000			
Subtotal Transit	\$ 9,453,000		9,453,000	
Subtotal Western			13,129,000	
Coachella Valley			2,963,000	
Palo Verde Valley			151,000	
Total Reserves			\$ 16,243,000	

NOTES:

¹ Estimate for planning purposes, subject to change and rounding differences. Rounded to the nearest thousand.

² Amount is an estimate; administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis.

³ Subject to Commission approval on the rail/bus split

Population Source: California Department of Finance, Demographic Research Unit as of January 1, 2024.

Allocation of transit reserves: FY 2024/25 SRTP funding allocations approved 6/12/2024.

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jennifer Fuller, Deputy Director of Finance Daniel Hernandez, Financial Administration Manager Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Year 2026/27 Revenue Projections

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the projection for Measure A sales tax revenues of \$280 million for Fiscal Year 2026/27;
- 2) Approve the projection for Local Transportation Fund (LTF) sales tax apportionment of \$150 million for the Western Riverside County, Coachella Valley, and Palo Verde Valley areas for FY 2026/27; and
- 3) Approve the projection for Transportation Uniform Mitigation Fee (TUMF) revenues of \$22 million for FY 2026/27.

BACKGROUND INFORMATION:

Prior to commencement of the annual budget process, the Chief Financial Officer presents to the Commission the projections for Measure A sales tax, LTF sales tax, and TUMF revenues related to the upcoming fiscal year. These revenue projections include consideration of historical and current trends of receipts and economic data collected from various sources, including the quarterly sales tax forecast of Measure A sales tax revenues prepared by the Commission's sales tax and economic consultants Avenu Insights and Beacon Economics.

Measure A Sales Tax Revenues

The Measure A sales tax revenues projection consists of revenues generated from Measure A, the local half-cent transactions and use tax approved by voters in November 2002. Measure A sales tax funds are primarily used to fund highways, regional arterial, local streets and roads, new corridors, economic development, bond financing, bus transit, commuter rail, commuter assistance, and specialized transportation projects in the three geographic areas of Riverside County, as defined in the Measure A Expenditure Plan. The percentage of Measure A sales tax revenues allocated to each of these geographic areas is based on return to source of the sales

tax revenues generated. FY 2026/27 represents the 18th year of the 30-year term of the 2009 Measure A.

The Measure A sales tax revenue projection for FY 2026/27 is \$280 million. The estimate is in line with the FY 2025/26 mid-year projection of \$280 million. While the implementation of internet sales taxes in 2019 due to the Wayfair decision coupled with a post pandemic inflationary environment led to increasing sales tax revenue in recent years, sales tax appears to be stabilizing based on third quarter 2025 (July 2025-September 2025) data prepared by the Commission's sales tax consultant. Measure A has remained stable despite post pandemic inflationary constraints on consumer spending on taxable goods associated with rising costs for housing, insurance premiums, groceries, health care, education, and energy along with trade tension and other geopolitical events. Recent collection trends along with review of the Commission's sales tax and economic consultants' data support the prudent forecast prioritizing the need to remain fiscally responsible during the current economic environment which includes the ongoing sales tax headwinds described above (graph 1).

This projection will become the basis for the preparation for the FY 2026/27 budget. The budget process typically commences in January of each year following the development of the Measure A sales tax revenue projections. Additionally, the amounts for the local streets and roads programs are usually provided to the local jurisdictions for planning purposes.

The projected amount of Measure A sales tax revenues available for distribution to the three geographic areas is \$280 million prior to an administrative cost allocation, as summarized below and presented in further detail by program on the attachment:

Geographic Area	Amount
Western Riverside County	\$ 226,691,000
Coachella Valley	52,454,000
Palo Verde Valley	855,000
Total	\$ 280,000,000

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.

Local Transportation Fund Sales Tax Revenues

The LTF sales tax projection consists of revenues generated from a quarter cent of the statewide sales tax. These LTF funds are principally used to fund transit requirements within the county of Riverside (County). The Transportation Development Act (TDA) legislation which created LTF requires the County Auditor Controller to annually estimate the amount of revenue expected to be generated from the sales tax. The estimate then becomes the basis for geographic apportionment and for claimant allocation through the Short-Range Transit Plan (SRTP) process, which commences in February 2026 for the upcoming fiscal year.

While the County is the taxing authority and maintains the custodial responsibility over the LTF revenues, the Commission by statute is charged with administration of the LTF funding process. Therefore, the practice has been for staff to develop the revenue estimate and then submit it to the County Auditor-Controller for concurrence. Once the Commission and the County agree on a revenue amount, staff prepares the statutorily required apportionment. Apportionment is the process that assigns revenues to the three major geographic areas as defined by TDA law within the County: western Riverside County, Coachella Valley, and Palo Verde Valley. The revenues are divided based on the respective populations for each area. The apportionment occurs after off-the-top allocations for administration to the County and Commission and set asides for Southern California Association of Governments planning (3/4 of 1 percent), local planning activities (3 percent), and bicycle and pedestrian projects (2 percent). The Commission's administration allocation is an estimate; the actual amount is subject to quarterly amounts determined per the administrative cost allocation plan. Any difference in allocated Commission administration costs will be reflected in next year's estimated carryover.

Attached is the FY 2026/27 LTF apportionment based on a revenue estimate of \$150 million. The estimate will be submitted to the County for its concurrence. The estimate is consistent with the FY 2025/26 revised mid-year projection of \$150 million. The LTF sales tax revenue projection is prudent based on recent collection trends (see graph 1) and the most recent studies indicating a stabilizing sales tax environment.

The projection incorporates a Western Riverside County apportionment and reserve allocation split of 72 percent (Bus) and 28 percent (Rail), as approved by the Commission in February 2026. After the deductions for estimated administration of approximately \$1,262,000 and set asides of approximately \$8,487,000, the amount available for apportionment before reserves to transit operators is approximately \$140,251,000. The balance available for apportionment by geographic area is as follows:

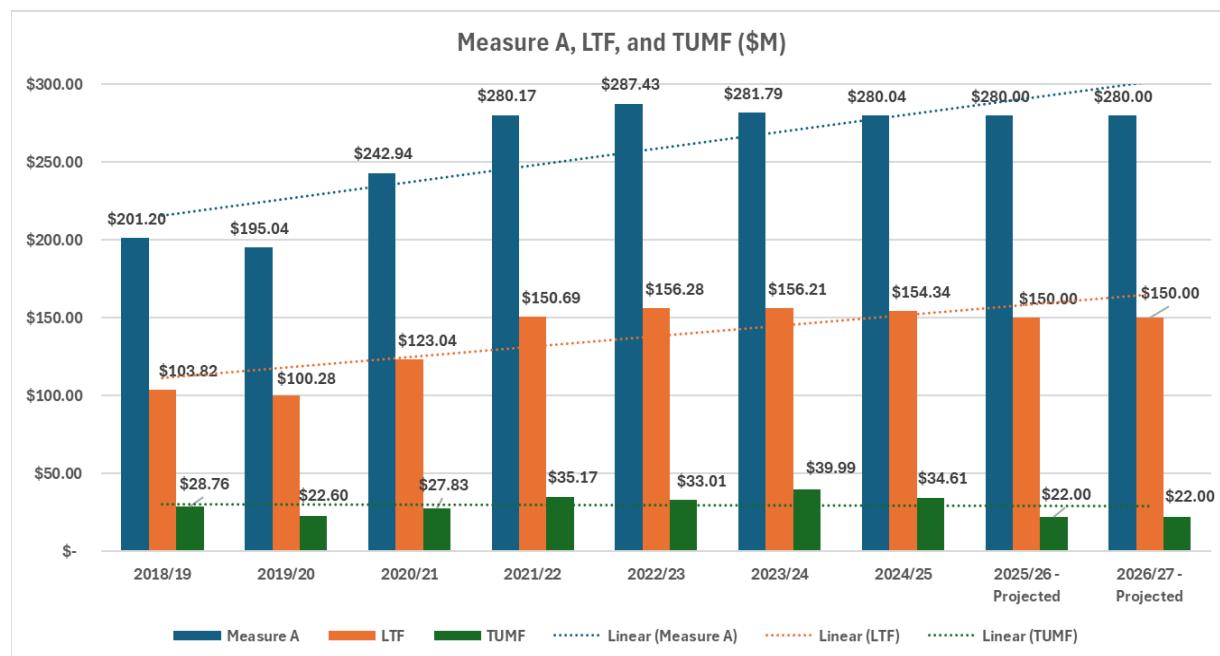
Geographic Area	Apportionment	Reserves	Balance Available
Western Riverside County	\$ 102,233,000	\$ 11,359,000	\$ 113,592,000
Coachella Valley	23,031,000	2,559,000	25,590,000
Palo Verde Valley	962,000	107,000	1,069,000
Total	\$ 126,226,000	\$ 14,025,000	\$ 140,251,000

In accordance with the Reserve Policy adopted by the Commission at its January 12, 2005, meeting, a reserve of approximately 10 percent for each apportionment area will be established and set aside for FY 2026/27, for unforeseen cost increases or other emergencies. For the western Riverside County apportionment area, a portion of the reserve will be allocated to each of the transit operators. For western County public bus transit operators, the allocation of the reserve is based on each operator's proportionate share of the FY 2026/27 LTF operating allocations. Operators may access reserve funds by amending their SRTPs through the established amendment and Commission approval process.

Transportation Uniform Mitigation Fee

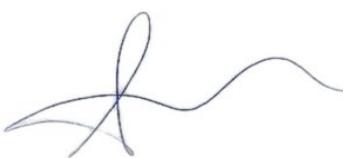
The TUMF projection consists of revenue generated from fees charged to new development to ensure it pays for the new transportation facilities needed to accommodate growth. As a result of a Memorandum of Understanding executed in 2008 between the Commission and the Western Riverside Council of Governments (WRCOG), the administrator of the TUMF program, the Commission receives a significant share (45.7%) of TUMF revenues, after a WRCOG administrative allocation, for the Commission's regional arterial and Community Environmental Transportation Acceptability Process programs that is equal to the WRCOG share (45.7%) for the TUMF zone program. In coordination with WRCOG, staff's revenue estimate for FY 2026/27 is \$22 million, the same as the FY 2025/26 mid-year projection reflecting lower than anticipated FY 2025/26 collections through September 2025. Fiscal year 2025/26 first quarter collections are lower than prior years and WRCOG staff expect the lower collections will continue. Since the Committee meeting, WRCOG lowered the FY 2025/26 projections for TUMF collections. Therefore, staff lowered RCTC's projections for both FY 2025/26 and FY 2026/27. Staff will continue to monitor trends and current year cash receipts. Staff will continue discussions with WRCOG to determine if any further revisions are required for this revenue source.

Graph 1: Measure A, LTF, and TUMF revenues FY 2018/19 through FY 2026/27



Fiscal Impact / Next Steps

Upon Commission approval, staff will provide this information to the local jurisdictions and transit operators for planning purposes. Staff will continue to monitor FY 2025/26 revenues during the development of the FY 2026/27 budget to determine if any adjustments to the revenue projections are necessary.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2026/27	Amount:	\$280,000,000 Measure A sales tax revenue; \$150,000,000 LTF sales tax revenue; \$22,000,000 TUMF
Source of Funds:	2009 Measure A, LTF, and TUMF			Budget Adjustment:	N/A
GL/Project Accounting No.:		<u>Measure A</u> \$ 68,817,000 623999 401 40101 262 31 40101 24,963,000 613999 401 40101 261 31 40101 13,763,000 654199 401 40101 265 33 40101 3,441,000 269 62 40101 4,301,000 260 26 40101 1,434,000 270 26 40101 3,373,000 632199 401 40101 263 41 40101 20,240,000 005200 401 40101 266 72 40101 65,444,000 267 71 40101 18,216,000 264 19 40101 2,699,000 683999 401 40101 268 31 40101 26,227,000 563999 401 40101 256 31 40101 18,359,000 257 71 40101 7,868,000 258 26 40101 <u>855,000</u> 234 71 40101 \$ 280,000,000			
		<u>LTF</u> \$ 150,000,000 622299 401 40102 601 62 40102			
		<u>TUMF</u> \$ 11,000,000 725000 416 41607 210 72 42110 <u>11,000,000</u> 735000 416 41607 210 73 42110 \$ 22,000,000			
Fiscal Procedures Approved:				Date:	01/16/2026

Attachments:

- 1) FY 2026/27 Measure A Program Allocation – Projection
- 2) FY 2026/27 Riverside County LTF Apportionment – Projection

Approved by the Budget and Implementation Committee on January 26, 2026

In Favor: 12 Abstain: 0 No: 0

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A PROGRAM ALLOCATION (PROJECTION)¹
FY 2026/27
ORIGINAL (1/2026)**

	ORIGINAL Projection (1/2026)
Projected Measure A Revenues	\$ 280,000,000
Less: Administration ²	-
Projected Apportionment to Programs:	
Western County	
Highway Improvements (262)	68,817,000
New Corridors (261)	24,963,000
Public Transit	
Commuter Rail (265)	13,763,000
Intercity Bus (269)	3,441,000
Specialized Transit-Operations (260)	4,301,000
Specialized Transit-CTSA (270)	1,434,000
Commuter Services (263)	3,373,000
Regional Arterial (266)	20,240,000
Local Streets & Roads (267)	65,444,000
BANNING	900,000
BEAUMONT ³	1,036,000
CALIMESA	321,000
CANYON LAKE	280,000
CORONA	5,832,000
EASTVALE	3,281,000
HEMET	2,749,000
JURUPA VALLEY	3,301,000
LAKE ELSINORE	2,265,000
MENIFEE	3,355,000
MORENO VALLEY	6,209,000
MURRIETA	3,574,000
NORCO	960,000
PERRIS	2,864,000
RIVERSIDE	10,749,000
SAN JACINTO	1,490,000
TEMECULA	4,280,000
WILDOMAR	1,000,000
RIVERSIDE COUNTY	9,444,000
WRCOG ³	1,554,000
Bond Financing (264)	18,216,000
Economic Development Projects (268)	2,699,000
SUBTOTAL-Western County	<u>226,691,000</u>
Coachella Valley	
Highways & Regional Arterials (256)	26,227,000
Local Street & Roads (257)	18,359,000
CATHEDRAL CITY	1,862,000
COACHELLA	777,000
DESERT HOT SPRINGS	629,000
INDIAN WELLS	365,000
INDIO	2,689,000
LA QUINTA	1,917,000
PALM DESERT	3,370,000
PALM SPRINGS	3,056,000
RANCHO MIRAGE	1,152,000
RIVERSIDE COUNTY	2,542,000
Specialized & Public Transit (258)	7,868,000
SUBTOTAL-Coachella Valley	<u>52,454,000</u>
Palo Verde Valley	
Local Street & Roads (234)	855,000
BLYTHE	705,000
RIVERSIDE COUNTY	150,000
SUBTOTAL-Palo Verde Valley	<u>855,000</u>
TOTAL	<u><u>\$ 280,000,000</u></u>

Notes:

¹ Estimate for planning purposes, subject to change and rounding differences.

² 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.

³ In accordance with settlement agreement and release.

**RIVERSIDE COUNTY
LOCAL TRANSPORTATION FUND
FY 2026/27 APPORTIONMENT
Original January 2026**

	Original Projection (1/2026)
Estimated Carryover (Unapportioned)	\$ -
Estimated Receipts ¹	150,000,000
TOTAL	150,000,000
Less: County Auditor-Controller Administration	12,000
Less: Estimated RCTC Administration ²	1,250,000
Less: RCTC Planning (3% of revenues)	4,500,000
Less: SCAG Planning (3/4 of 1% of revenues)	1,125,000
BALANCE	143,113,000
Less: SB 821 (2% of balance)	2,862,000
BALANCE AVAILABLE BEFORE RESERVES	140,251,000
Less: 10% Transit Reserves	14,025,000
BALANCE AVAILABLE FOR APPORTIONMENT	\$ 126,226,000

APPORTIONMENT³	Population	Population % of Total	FY 2026/27 Original Appportionment (1/2026)
Western:			
Rail	28%	2,021,267	\$ 102,233,000
Transit	72%	455,350	28,625,000
Coachella Valley		18.25%	73,608,000
Palo Verde Valley		0.76%	23,031,000
	2,495,640	100.00%	962,000
			\$ 126,226,000

ALLOCATION OF TRANSIT RESERVES (in accordance with Reserve Policy adopted May 14, 2025):

Western:			
Rail			\$ 3,181,000
Transit:			
RTA	\$ 6,964,000		
Banning	258,000		
Beaumont	282,000		
Corona	162,000		
Riverside	512,000		
Subtotal Transit	\$ 8,178,000		8,178,000
Subtotal Western			11,359,000
Coachella Valley			2,559,000
Palo Verde Valley			107,000
Total Reserves			\$ 14,025,000

NOTES:

¹ Estimate for planning purposes, subject to change and rounding differences. Rounded to the nearest thousand.

² Amount is an estimate; administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis.

³ Subject to Commission approval on the rail/bus split

Population Source: California Department of Finance, Demographic Research Unit as of January 1, 2025.

Allocation of transit reserves: FY 2025/26 SRTP funding allocations approved 6/11/2025.

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Joie Edles Yanez, Senior Capital Projects Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Interstate 10/State Route 79 Interchange Improvement Project Initiation Document Consultant Award and Caltrans Cooperative Agreement

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 26-72-010-00 to Kimley-Horn and Associates, Inc., to prepare the Project Initiation Document (PID) for the Interstate 10/State Route 79 (I-10/SR-79) Interchange Improvement Project (Project), in the city of Beaumont in the amount of \$1,192,860, plus a contingency amount of \$119,286, for a total amount not to exceed \$1,312,146;
- 2) Approve Cooperative Agreement No. 26-72-038-00 with Caltrans for review and oversight services for the Project, in the amount of \$300,000, plus a contingency amount of \$30,000, for a total amount not to exceed \$330,000;
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and
- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

RCTC, in collaboration with the city of Beaumont and Caltrans, is proposing to evaluate potential improvements to the interchange and local arterial roads at the intersection of I-10 and SR-79 in the city of Beaumont. The I-10/SR-79 Interchange serves as a critical transportation hub for commuter traffic traveling to Western Riverside County, Orange County, and Los Angeles County, as well as a key corridor for freight traffic moving through California and the Western United States. This location currently faces significant challenges, including lane configuration issues and increasing traffic congestion on both the highways and adjacent local roads. There is no direct connection between I-10 and SR-79 or between SR-60 and SR-79, which forces travelers to exit at Beaumont Avenue to access SR-79, increasing congestion on local streets such as Beaumont Avenue, Pennsylvania Avenue, 1st Street, and 8th Street.

In February 2025, the Commission approved the use of up to \$2,009,400 of Transportation Uniform Mitigation Fee (TUMF) Regional Arterial funds for the PID phase and authorized execution of Cooperative Agreement No. 25-72-064-00 with the city of Beaumont. This agreement designates RCTC as the lead agency for all phases of the Project, including PID, Project Approval/Environmental Document (PA/ED), Plans, Specifications and Estimates (PS&E), Right of Way (ROW), and Construction. The City will provide oversight and fund any costs exceeding the programmed amount for the PID phase, as well as all subsequent phases.

The items presented in this staff report are required to advance the PID phase.

Project Initiation Document

The PID phase is the first step in the Caltrans Project Development Process and is required before any major or high-complexity project can be programmed and constructed on the State Highway System. The PID process documents the Project scope and allows funds to be programmed for future phases. For this Project, a PID will be prepared to identify potential alternatives and improvements that address existing traffic conditions and regional travel demand. The PID will also include preliminary cost estimates for future phases, including PA/ED, PS&E, ROW, and Construction.

Procurement

Pursuant to Government Code 4525 et seq, the selection of architect, engineer, and related services shall be on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification method of selection for the procurement of these services. Evaluation criteria included elements such as qualifications of firm, qualifications of personnel, project understanding and approach, and the ability to respond to the requirements set forth under the terms of the request for qualifications (RFQ).

RFQ 26-72-010 for the PID phase for the I-10/SR-79 Interchange Project was released by staff on August 26, 2025. The RFQ was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through PlanetBids, 91 firms downloaded the RFQ; 19 of these firms are located in Riverside County. A pre-submittal meeting was held on September 15, 2025, and was attended by 19 firms. Staff responded to all questions submitted by potential proposers prior to the September 30, 2025 clarification deadline. Eight (8) firms – AECOM Technical Services (Orange, CA); Dokken Engineering (San Diego, CA); GFT Infrastructure Inc. (Riverside, CA); HNTB Corporation (Ontario, CA); Kimley-Horn and Associates (Riverside, CA); T.Y. Lin International (Ontario, CA); Wood Rodgers Inc (Orange, CA); WSP USA Inc. (San Bernardino, CA) - submitted responsive and responsible statements of qualifications (SOQ) prior to the 2:00 p.m. submittal deadline on October 9, 2025.

The firms were scored by an evaluation committee comprised of Commission, Bechtel, city of Beaumont, and Caltrans staff. The committee evaluated the written SOQs pursuant to the criteria

set forth in the RFQ and shortlisted and invited four (4) firms (AECOM Technical Services, GFT Infrastructure, HNTB Corporation, and Kimley-Horn and Associates) to the interview phase of the evaluation and selection process. Interviews were conducted on December 1, 2025.

As a result of the evaluation committee's assessment of the written SOQs and interviews, the evaluation committee recommends contract award to Kimley-Horn and Associates (Kimley-Horn), for the Project, as it earned the highest total evaluation score.

Staff recommendation of contract award to Kimley-Horn is based on their extensive experience with Caltrans District 8 PIDs and local Beaumont experience. They have demonstrated success in delivering comparable efforts including the city of Menifee's I-215/Garbani Road Interchange PID PSR-PDS Project and RCTC's SR-91 Express lanes Major Pavement Rehabilitation PSR-PDS Project. The team provided the most complete answers during interviews and demonstrated clear alignment with the Commission, the cities, and Caltrans's vision for the corridor. Kimley-Horn's SOQ also offered reasonable, well-supported alternatives consistent with the City's objectives, RCTC's goals, and Caltrans's planning framework.

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule proposal received from Kimley-Horn for the Project services and established a fair and reasonable price of \$1,192,860. A 10 percent contingency, or \$119,286, is assumed for this Project for a total amount not to exceed \$1,312,146.

Staff recommends award of Agreement No. 26-72-010-00 to Kimley-Horn to prepare the PID for the Project in the amount of \$1,192,860, plus a contingency amount of \$119,286, for a total amount not to exceed \$1,312,146. Further, staff recommends authorization for the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement for the Project, and authorization of the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

Caltrans Cooperative Agreement

As part of project development, RCTC and Caltrans will need to work collaboratively during the PID phase of the Project. The Commission is entering into a cooperative agreement with Caltrans that defines each party's roles and responsibilities for project support services.

RCTC will be the lead agency for the PID phase of the Project, and Caltrans will provide review and oversight services for the Project

Staff recommends approval of Cooperative Agreement No. 26-72-038-00 with Caltrans in the amount of \$300,000. A 10 percent contingency, or \$30,000, is assumed for this Project for a total amount not to exceed \$330,000. This cost is similar with other recent projects such as the I-15 Wildomar/Bundy Canyon Interchange Project that started the PID phase in 2025.

FISCAL IMPACT:

Funding for the PID phase is programmed in the FY 2025/26 budget under TUMF Regional Arterial. No budget amendment is required.

Funding Source Breakdown

Item	Dollar Amount	Fund Source
1 I-10 / SR-79 PID	\$1,312,146	TUMF
2 I-10 / SR-79 Caltrans Coop Agreement	\$330,000	TUMF
Total	\$1,642,146	

Expenditure Schedule

Item	FY 2025/26	FY 2026/27+	Project Accounting No.
1 I-10 / SR-79 PID	\$500,000	\$812,146	005145-81101-00019 0000-210-72-81101
2 I-10 / SR-79 Caltrans Coop Agreement	\$150,000	\$180,000	005145-81101-00019 0000-210-72-81101
Total	\$650,000	\$992,146	\$1,642,146

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2025/26 FY 2026/27+	Amount:	\$650,000 \$992,146
Source of Funds:	TUMF			Budget Adjustment:	No
GL/Project Accounting No.:	005145 81101 00019 0000 210 72 81101				
Fiscal Procedures Approved:				Date:	01/15/2026

Attachments:

- 1) Agreement No. 26-72-010-00 with Kimley Horn for Completion of a PSR as Part of the PID Phase for the I-10/SR-79 Interchange Improvement Project
- 2) Agreement No. 26-72-038-00 with Caltrans for Project Review and Oversight Services as Part of the PID Phase for the I-10/SR-79 Interchange Improvement Project

*Approved by the Western Riverside County Programs and Projects Committee on
January 26, 2026*

In Favor: 11 Abstain: 0 No: 0

Agreement No. 26-72-010-00

**PROFESSIONAL SERVICES AGREEMENT
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
I-10/SR-79 INTERCHANGE IMPROVEMENT PROJECT INITIATION DOCUMENT
(PID)**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and KIMLEY-HORN AND ASSOCIATES ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

- A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").
- B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.
- C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.
- D. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **PROJECT STUDY REPORT-PROJECT DEVELOPMENT SUPPORT (PSR-PDS)** services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.
- E. The Commission desires to engage Consultant to render such services for the **I-10/SR-79 INTERCHANGE IMPROVEMENT PROJECT INITIATION DOCUMENT (PID)** ("Project"), as set forth in this Agreement.

F. The Commission is undertaking the Project in cooperation with the City of Beaumont ("City").

Terms.

1. **General Scope of Services.** Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional **PROJECT STUDY REPORT-PROJECT DEVELOPMENT SUPPORT** services necessary for the Project ("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.

2. **Commencement of Services.**

The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. **Term.**

3.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on 12/31/2027, unless extended by contract amendment.

3.2 Consultant is advised that any recommendation for Agreement award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

3.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

4. **Commission's Contract Administrator.** The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

5. Consultant's Representative. Consultant hereby designates **Darren J. Adrian, PE** to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

6. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: **Jason Valencia, Darren J. Adrian, Alan Huynh, Ian Allegoren, Gabe Keehn, Jason Pack, Jim Roldan, Andy Sanford, BJ Swanner, and Brian Calvert.**

7. Standard of Care; Licenses; Evaluation.

7.1 Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly

removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

7.2 Consultant's performance will be evaluated by Commission. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

8. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

9.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

9.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost

issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

9.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

10. Delay in Performance.

10.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

10.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 10.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

10.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

11. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

12. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or

necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

13. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator to inspect or review Consultant's work in progress at any reasonable time.

14. Claims Filed by Contractor.

14.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

14.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

14.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

14.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 26. In the case of any conflict between this Section and Section 26, Section 26 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 26 of this Agreement.

15. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term herein, the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement.

16. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

17. Fees and Payment.

17.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Total Compensation shall not exceed **One Million, One Hundred Ninety-Two Thousand, Eight Hundred Sixty (\$1,192,860.00)** without written approval of Commission's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

17.2 Payment of Compensation. Consultant shall submit a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the Statement. Charges specific to each Milestone listed in the Schedule of Services shall be listed separately on an attachment to each statement. Each statement shall be accompanied by a monthly progress report and spreadsheets showing hours expended for each task for each month and the total Project to date. Each statement shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the Consultant's Project Manager or other authorized officer.

17.3 Extra Work. At any time during the term of this Agreement, Commission may request Consultant to perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Commission to be necessary for 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 Representative. In the event an Extra Work Order is not issued and signed by Commission's Representative, Consultant shall not provide such Extra Work.

17.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Representative.

18. Disputes.

18.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

18.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

18.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

19. Termination; Suspension.

19.1 Commission reserves the right to terminate this Agreement for any or no reason upon written notice to Consultant setting forth the effective date of termination, with the reasons for termination stated in the notice.

19.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the work in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in this Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

19.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by

Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

19.4 Discontinuance of Services. Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

19.5 Effect of Termination for Cause. In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard care established herein. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

19.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

19.7 Waivers. Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

19.8 Consultant may not terminate this Agreement except for cause.

19.9 Suspension. In addition to the termination rights above, Commission may temporarily suspend this Agreement, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with a notice of termination.

20. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for three years from the date of final payment under this Agreement. The state, State Auditor and the Commission shall have access to any books, records, and documents of Consultant that are pertinent to this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

21. Audit Review Procedures.

21.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

21.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review shall be submitted in writing.

21.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

22. Subcontracting.

22.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

22.2 Consultant shall perform the Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

22.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

22.4 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

22.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

22.6 Exhibit "C" may also set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

23. Equipment Purchase

23.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

23.2 For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

23.3 Any equipment purchased as a result of this Agreement is subject to the following:

Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission.

23.4 All subcontracts in excess \$25,000 shall contain the above provisions.

24. Labor Code Requirements.

24.1 Prevailing Wages.

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State, and local laws and ordinances applicable to the Services.

(b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(d) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

24.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any

sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

24.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

25. Ownership of Materials/Confidentiality.

25.1 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.

25.2 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.

25.3 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.

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

26. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, the City and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, the City and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, the City or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, the City and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, the City and their directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8,

which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

27. Insurance.

27.1 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.

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

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

27.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

27.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, the City and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily injury and property damage; (2) personal injury/advertising injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

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

(iii) The policy shall give the Commission, the City and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's or City'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, the City and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, the City and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, the City and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, the City and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the

requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission and the City (if agreed to in a written contract or agreement) before the Commission's and the City'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.

27.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

27.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

27.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

28. 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.

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 26 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

29. Prohibited Interests.

29.1 **Solicitation.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

29.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of

execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

(c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

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

29.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

29.5 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

29.6 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.

30. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

31. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

32. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

33. Disputes; Attorneys' Fees.

33.1 Prior to either party commencing any legal action under this Agreement, the Parties agree to try in good faith, to resolve any dispute amicably between them. If a dispute has not been resolved after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either Party may seek any other available remedy to resolve the dispute.

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

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

35. 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.

36. 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:

Kimley-Horn and Associates, Inc.
3801 University Avenue, Ste. 300
Riverside, CA 92501
Attn: Darren J. Adrian, 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.

37. 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.

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

39. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

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.

41. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

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

43. 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.

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

45. 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.

46. 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.

47. 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.

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

49. 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.

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

[Signatures on following page]

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT**

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

<p>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</p> <p>By: _____</p> <p>_____ Aaron Hake Executive Director</p> <p><i>Approved as to Form:</i></p> <p>By: _____</p> <p>_____ Best, Best & Krieger LLP General Counsel</p>	<p>KIMLEY-HORN AND ASSOCIATES</p> <p>By: _____ _____ Signature _____ Name _____ Title</p> <p>ATTEST:</p> <p>By: _____ _____ Its: _____</p>
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* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

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

EXHIBIT "A"

SCOPE OF SERVICES

[attached behind this page]

DRAFT

Riverside County Transportation Commission (RCTC)

Scope of Work for Consultant RFQ

I-10 / SR-79 Interchange Improvements Project

A. Introduction/Project Background

The Riverside County Transportation Commission (RCTC) in conjunction with the City of Beaumont and the California Department of Transportation (Caltrans) is proposing to evaluate interchange and local arterial improvements at the Interstate 10 (I-10), and Beaumont Avenue interchange just north of the State Route 79 (SR-79) in the City of Beaumont on the easterly edge of the Inland Empire, one of the fastest growing areas in California. This scope of work is intended to solicit proposals for a qualified consultant to perform a Project Study Report – Project Development Support (PSR–PDS) for this project. The PSR-PDS will be prepared and will serve as the programming and planning document for these improvements. The PSR-PDS will serve to evaluate preliminary design alternatives that can be carried forward to the Project Approval and Environmental Document (PA&ED) phase. Specific improvements are subject to approved studies and plans in cooperation with Caltrans – District 8. The PSR-PDS shall be prepared in accordance with Appendix S - Preparation Guidelines for Project Study Report-Project Development Support Project Initiation Document of the Caltrans Project Development Procedures Manual (PDPM). Caltrans' principles for context sensitive solutions (CSS) shall also be followed working with the local stakeholders. Consideration of the Caltrans System Investment Strategies (CSIS) that is intended to address the state's Climate Action Planning for Transportation Infrastructure (CAPTI) goals is required.

The intersection in question serves as a main transportation hub for both commuter traffic traveling into Riverside, Orange, San Bernardino and Los Angeles Counties as well as serves as a major hub for freight traffic through California and the western United States. The I-10, and SR-79 have been plagued with lane configuration issues and increasing traffic congestion on both the main highways and on the local roads. Additionally, this area is constrained by nearby mountain ranges including steep grades to the west along the SR-60 and along the SR-79, South of the I-10. The Union Pacific railroad tracks also run parallel to the I-10. Existing geometric configurations include the following:

- 4 general purpose lanes in each direction on both the I-10 East and West bound
- A tight diamond interchange at I-10 and Beaumont Avenue just north of the SR79.

B. Objective

Objectives for the PSR-PDS are outlined as follows:

- Evaluate existing traffic flow and demand in the region.
- Propose improvements to the I-10 and SR-79/Beaumont Ave interchange.
- Identify estimated costs, including Project Approval/Environmental Document (PA/ED), final design, construction, right-of-way, and support costs.

C. Project Location and Extents

The proposed interchange and local arterial improvements are located in the City of Beaumont. See [Figure 1](#) below.



Figure 1

D. Description of work to be Performed

1. Provide Build Alternatives - The consultant will coordinate with RCTC and Caltrans to develop a purpose and need for the project to be included as part of the PSR-PDS. The Caltrans Transportation Planning Scoping Information Sheet (TPSIS) will document the existing conditions for bicycle and pedestrian access and highlight the opportunities for improvements and implementation of complete street elements applicable to the project.

Input from all stakeholders will be considered. The PSR-PDS shall evaluate the benefits and impacts of the proposed improvements per Caltrans and City of Beaumont standards and requirements as well as the City of Beaumont General Plan. Design alternatives are to be provided as part of the reports. A no-build design option is also to be considered as part of the design alternative. A minimum of 5 design alternatives should be considered.

Alternatives should aim to:

- Improve the connection between I-10 and SR-79.
- Avoid or minimize interruption to the existing Union Pacific railroad service and future rail services, including the proposed Coachella Valley Rail Passenger Rail service line.
- Minimize right of way and business impacts.
- Consider adjacent current and future projects in the region including but not limited to:
 - I-10 Pennsylvania
 - I-10 Highland Springs

- SR-60 Potrero
- Potrero Extension
- I-10 Toll Lanes
- CV Rail
- I-10 Truck Climbing Lanes
- I-10 Oak Valley

The consultant shall conduct a comparative assessment of alternatives based on technical data obtained and the preliminary engineering to be performed as part of this Scope of Work (SOW). Design alternatives shall describe specific design features and locations including roadway, structures, drainage, and signage. The consultant will develop layout plans, profiles, right-of-way requirements, utility plans, and typical cross-sections for each alternative that are required by Caltrans for a PSR-PDS. Geometric development shall comply with all applicable regulations and guidelines including the Caltrans Highway Design Manual (HDM) and The California Manual on Uniform Traffic Control Devices (CAMUTCD). Affected local agencies including RCTC, the City of Beaumont, and Caltrans will be consulted regarding design alternatives and recommendations.

2. Review Project Site and Define Study Area:

The consultant shall perform a review of the project site. The review will focus on the factors that could affect the project. This shall be an ongoing activity as needed. The consultant shall generate field review notes and communicate findings to the Project Development Team (PDT) for review.

The PDT must also identify the area of influence including freeways and local streets and define the study area. The consultant shall facilitate the establishment of the study area by preparing a recommended approach given the purpose and need for the project.

3. Community Involvement:

With cooperation from RCTC and the City of Beaumont, the selected consultant will be responsible for community involvement and other public outreach tasks as required from the City of Beaumont. Community involvement measures may include attending City Council meetings and/or holding public outreach meetings to receive feedback from residents/business owners about any viable alternatives. Project Delivery Team meetings will be held monthly with the project stakeholders. Presentations to RCTC Committee's and/or Commission could be required. All community outreach efforts will be completed on an as-needed basis.

The selected consultant shall create a stakeholder engagement strategy memo that outlines outreach efforts for key stakeholders. The consultant will produce a brief community stakeholder engagement strategy memo that outlines outreach efforts for key stakeholders. Stakeholder engagement could include stakeholder roundtable meetings as needed but no

more than 5 during the life of the PSR-PDS phase. The consultant will prepare all materials, lead meetings, and coordination with stakeholders. The consultant team will be prepared to conduct outreach in-person or via virtual platforms. The stakeholder engagement strategy should help RCTC, Beaumont, and Caltrans identify the most affected stakeholders that could benefit and/or be burdened from this project, such as neighborhood associations, businesses, Union Pacific (UP), utility providers, with an attention to identifying communities of color and or historically marginalized groups. Consultant will provide Spanish translation services, if needed.

4. Environmental Compliance:

The consultant will prepare Preliminary Environmental Analysis Reports (PEAR's) which will analyze potential impacts to the following:

- Initial air quality study
- Initial noise and vibration study
- Initial water quality study
- Biological resources
- Cultural resources
- Traffic and Transportation
- Hazardous Materials/Hazardous waste ISA
- Paleontological resources
- Initial floodplain study
- Visual and aesthetic resources
- Community and Socioeconomic impacts.

The consultant will also identify future technical studies that must be prepared and level of environmental document required for the PA/ED phase. The PEAR shall be based on the format described in the Caltrans Standard Environmental Reference (SER) (current edition) and Project Development Procedures Manual (current edition). The PEAR shall estimate the scope, schedule and costs associated with completing environmental compliance. The PEAR shall clearly present and discuss the results of preliminary environmental studies to identify environmental constraints that may affect design and construction. The information in the PEAR shall serve as a foundation for PA/ED phase studies. The PEAR shall also note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project. Additionally, the consultant shall identify early potential design constraints, allowing for the development of alternatives that will avoid or minimize negative environmental impacts.

5. Right of Way: Summarize the anticipated right of way, utilities, and railroad impacts for each alternative using the Conceptual Cost Estimate Request – Right of Way Component.

Preliminary estimate mapping showing the property boundaries and project limits will help to estimate the number, area, and magnitude of parcels required for acquisition and the likely number of easements needed.

Utilities: Identify existing utilities and potential relocation activities using existing, available information (for example: permit search, as-built drawings, and field review). The level of study is intended to develop an order of magnitude cost estimate and to identify additional studies that may be needed during PA&ED.

Railroad: Identify rail lines in the vicinity of the project and indicate possible impacts.

6. Funding, Programming, and Estimate:

The consultant will prepare preliminary cost estimates PA/ED, Plans, Specifications & Estimated (PS&E) and construction for the recommended alternatives presented in the PSR-PDS's. In coordination with RCTC and the City of Beaumont, the consultant will also identify and present the source(s) of funding to be utilized for the proposed projects in the PSR-PDS's.

7. Delivery Schedule:

The selected consultant shall develop a schedule that identifies delivery milestones for the alternatives selected. The consultant shall develop, maintain, and monitor the project schedule and report progress back to the necessary project stakeholders.

8. Identify Risks:

As part of the build alternatives, the consultant will assess potential project risks to determine which alternatives should advance to the next phase and report back to all necessary project stakeholders.

9. Project Management:

The selected consultant is to provide project management services throughout the entire PSR-PDS phase of the project including project initiation, planning, execution, and closeout of the PSR-PDS. The consultant shall be responsible for all administration and coordination efforts including but not limited to RCTC, Beaumont, and Caltrans coordination PDT meetings, project design meetings, affected agency coordination, utility coordination, cost estimating, scheduling, and quality control (QA/QC).

E. Final Products/Deliverables

- 1. Traffic Study** - Development of a traffic study and identification of any potential modifications to the I-10 / SR-79 interchange to analyze and address traffic circulation issues. The product of this task will be a traffic report that summarizes existing and future traffic volumes and operating conditions for design alternatives considered. Travel demand forecasting and traffic analysis shall be performed for both freeway operations and local street operations including mainline freeway segments and signalized intersections determined in consultation with Caltrans, Beaumont and RCTC. Reported data will include level of service (LOS) for the freeway segments and signalized intersections. Analysis will also include weave/merge/diverge analysis for freeway segments identified by Caltrans, Beaumont, or RCTC. Intersection analysis will be conducted using Caltrans Intersecting Lane Vehicles (ILV) method and Synchro, using

the Highway Capacity Manual (HCM) reports function in the software. Weave/merge/diverge analysis will be conducted using Caltrans LOS D method per the Caltrans Highway Design Manual (HDM). Accident analysis will be conducted using Traffic Accident Surveillance and Analysis System (TASAS) data provided by Caltrans for a recent three-year period. The purpose will be to produce a discussion of the safety issues, and to document the issues considered in making design decisions. The consultant will conduct a technical meeting, for Caltrans, Beaumont and RCTC staff, that summarizes the results of the traffic analysis. The purpose of the meeting will be to get feedback on the results and methods of reporting the results.

2. **Pedestrian and Bicycle Assessment** - This traffic study shall also consider bicycle and pedestrian data using data from the California Statewide Integrated Traffic Records System (SWITRS), the report would also provide a basic assessment of bicycling and walking safety statistics, including a discussion comparing bicycling and walking activity and collisions statistics within the project area. Preliminary recommendations and cost estimates shall be developed for evaluation by all stakeholders.
3. **Transit Assessment** – The Selected consultant will assess the project impacts to all existing and future transit routes in the project area and surrounding areas in addition to identifying opportunities to expand or realign existing routes. Efforts will be made to plan for a future transit station in alignment with the city's general plan as well as transit connectivity to the proposed Coachella Valley rail station planned for the pass area.
4. **Local Intersection Control Evaluation** - As a result of the potential for widening and ramp reconfigurations or closures, local interchange options need to be analyzed and evaluated between PDT and the local jurisdictions to determine options to be carried forth in PA/ED. The consultant shall assume the development of local interchange options and develop further analysis and adherence to Caltrans' Intersection Control Evaluation (ICE) policy.
5. **Final PSR-PDS's** – Identifying the proposed design alternatives and recommendations outlined in concept plans and alternatives memo to be presented to RCTC and any additional project stakeholders as necessary. The PSR-PDS format and outline shall be prepared per Caltrans' PDPM Section 3 of Appendix S.

The draft reports, technical memorandum and material shall be circulated through RCTC and the PDT for review, comment and obtain approval before formally submitting to Caltrans for approval on the Draft and Final. Individual meetings with RCTC and other agencies and stakeholders shall be necessary to obtain these reviews and approvals.

After developing alternatives and evaluating impacts and cost estimates, etc., the consultant shall prepare the draft PSR-PDS documenting all essential requirements as described in the SOW tasks described above. The PSR-PDS shall perform to the requirements of Caltrans latest version of PDPM and Caltrans District 8 guidelines. Caltrans shall require sixty (60) working days for their first review.

Comments shall be provided to consultant and the consultant shall tabulate comments from the various functional units and respond in matrix form on how each component shall be addressed. Comments on the Draft PSR-PDS shall be addressed to produce a final PSR-PDS. The final PSR-PDS shall continue to conform to the requirements of

Caltrans' latest version of the PDPM and Caltrans District 8 guidelines. Caltrans shall require thirty (30) working days for their second review.

6. **Forecast Travel Demand** – The consultant selected as part of the PSR-PDS is tasked with determining future travel demand used for project alternatives. The findings will be presented in a final traffic forecasting technical memorandum presenting all the traffic volumes and documenting the methods for developing them.
7. **Schedules** - The consultant shall provide a delivery schedule for PSR-PDS milestones and major milestones for future project phases. For practical purposes the schedule shall show the amount of time needed to complete the project through construction for project alternatives. The consultant shall discuss all schedule constraints and assumptions for programmed milestone and include in the risk register. The assumption and constraints provide stakeholders with an understanding of critical delivery areas. The consultant shall also provide the month and year for proposed program delivery milestones for all phases through construction. Milestones that are not proposed for programming and are outside of the programming cycle shall be made such that these dates are for “Delivery Date Column”, and a notation shall be made that these dates are for “planning purposes only.” The schedule shall be tied to a work plan to assist in managing resources for these projects.
8. **Progress Reports** - Monthly progress reports and invoices
9. **File Transfers** - All data and information including but not limited to cut sheets, strip maps, electronic files, CADD files, GIS shape files, photos, layout plans, utility plans, and typical cross sections used in the development of the PSR-PDS's. All native files used in the PSR-PDS development will be transmitted to RCTC at any time during the project via any method deemed necessary by RCTC including but not limited to SharePoint upload, physical hard drive transfer, CD, or thumb drive transfer. All files should be maintained in RCTC's SharePoint drive.
10. **Cost Estimates** - Cost estimates with all backup information for each alternative considered.
11. **Trend Meetings** - Stakeholder coordination and public outreach meetings with the Project Development Team and other public and private entities that have a stake within the project limits. Trend meetings will be held bi-weekly with the RCTC and consultant teams to discuss project updates, management, and action items. The consultant shall be responsible for scheduling, developing agendas, recording meeting minutes, and tracking action items.
12. **PDT Meetings** - PDT meetings will be held monthly with the Commission, City of Beaumont, Caltrans, and/or FHWA as needed to discuss policy, procedure, coordinate project activities, obtain direction, exchange Project information and identify issues to be resolved. The consultant shall prepare and distribute meeting notices, agendas, handout material relevant to the agenda, and meeting minutes.
13. **CADD Drawings** - Preparation of electronic/CADD drawings (reproducible drawings) as necessary.
14. **Documents** - Provide copies of reports, drawings and specifications to RCTC, Caltrans and City of Beaumont at each stage of submittal as necessary.
15. **Coordination with public agency partners and community stakeholders** – The selected consultant shall coordinate and lead meetings on behalf of RCTC with project stakeholders including but not limited to Caltrans and the City of Beaumont as needed.

16. **Stakeholder Involvement** – The selected consultant shall complete as needed roundtable community outreach meetings, agendas, meeting minutes, PowerPoint presentations and/or other engagement materials, as well as stakeholder an engagement strategy memo.
17. **Field Review** – The consultant will perform a preliminary field visit to document existing field conditions, any adverse conditions, minutes and the necessary follow up items. All information gathered will be compiled into a field report and presented to RCTC, Caltrans and all project stakeholders as needed.
18. **Gather Project Background Information** - The consultant will obtain existing and previously documented information for features of the proposed project. Data collection will include available information including, but not limited to as-built drawings, existing roadway geometry plans, other physical features of the project area, relevant plans and studies, and all available equity data. The consultant will perform field reconnaissance where necessary and collect information that will be necessary for the execution of the technical tasks.

EXHIBIT "B"

SCHEDULE OF SERVICES

[attached behind this page]

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Schedule and Risk Register

Our proposed schedule of completing the PID phase in 14 months, as illustrated to the right, allows 2 months of contingency. We will accomplish this schedule through our proactive approach to critical path items, comprehensive issue identification and resolution process, and proactive stakeholder involvement process.

To reduce schedule slippage, Darren will take ownership of the schedule and hold weekly internal meetings with discipline leads, including subconsultants, to ensure project goals and interim milestones are met. He also will set deadlines that allow for contingencies, identify risks, and develop a communication plan.

We have prepared a risk table below that identifies project risks and our proposed mitigation strategies.

Risk	Impact	Kimley-Horn Approach
Purpose and Need Defining the P&N early is key to schedule must consider adjacent infrastructure projects in Pass Area.	Scope, Schedule, Budget	<ul style="list-style-type: none"> ◆ Gain consensus early to keep project on schedule ◆ Ensure P&N aligns with CAPTI and VMT policies ◆ Define P&N to consider operational benefits of adjacent roadway/interchange projects to get realistic alternatives
Caltrans Approvals Potential schedule delays due to Caltrans internal staff shortages or unexpected effort	Scope, Schedule	<ul style="list-style-type: none"> ◆ Maintain accurate Progress Schedule with Caltrans' input ◆ Obtain status in monthly PDT Meetings ◆ Follow up with key reviewers as needed ◆ Assure quality deliverables
Traffic Forecasting Forecasting adjacent develop and infrastructure projects could impact Alternative Analysis	Scope, Schedule	<ul style="list-style-type: none"> ◆ Utilize our team's existing data to quickly develop forecasting ◆ Gain PDT concurrence on the forecasting early to avoid schedule delays
CAPTI Alignment Disagreement between HQ recommendations and stakeholders	Scope, Schedule, Budget	<ul style="list-style-type: none"> ◆ Review initial recommendations and obtain clarity if needed ◆ Hold focus meeting if constraints or other factors prevent implementation
Non-Standard Features Caltrans is unwilling to approve a non-standard feature in Design Standard Risk Assessment	Scope, Budget	<ul style="list-style-type: none"> ◆ Hold workshop to review non-standard features with Design Unit ◆ Clearly demonstrate impacts and incremental improvements
Project Scope Project magnitude increases in scope beyond what is anticipated	Scope, Schedule, Budget	<ul style="list-style-type: none"> ◆ Identify and monitor potential scope creep items separately in Risk Register ◆ Key is early identification and realistic action plan
City Initiatives Conflict between City initiatives and Caltrans or RCTC expectations	Scope, Schedule, Budget	<ul style="list-style-type: none"> ◆ Coordinate City input and items from the new General Plan into initial build alternatives ◆ Resolve conflicts early in the process with workshops
Environmental Alternatives could require a VMT Analysis in PA/ED	Scope	<ul style="list-style-type: none"> ◆ Consider SB 743 and project features that are not capacity increasing (i.e. auxiliary lanes less than one mile) ◆ Identify potential for VMT impacts early through VMTDD
Geotechnical Risks <ul style="list-style-type: none"> ◆ High Peak Ground Acceleration ◆ The Beaumont Plain Fault Zone is 1500 feet east ◆ Existing Bridge spread footings could impact staging 	Scope, Schedule, Budget	<ul style="list-style-type: none"> ◆ Proactively coordinate geotechnical parameters/risks to provide accurate costs and avoid surprises during the PA/ED phase ◆ Assure these are properly considered during alternative analysis

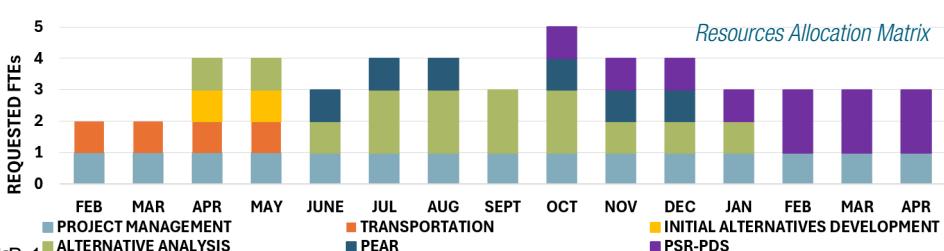
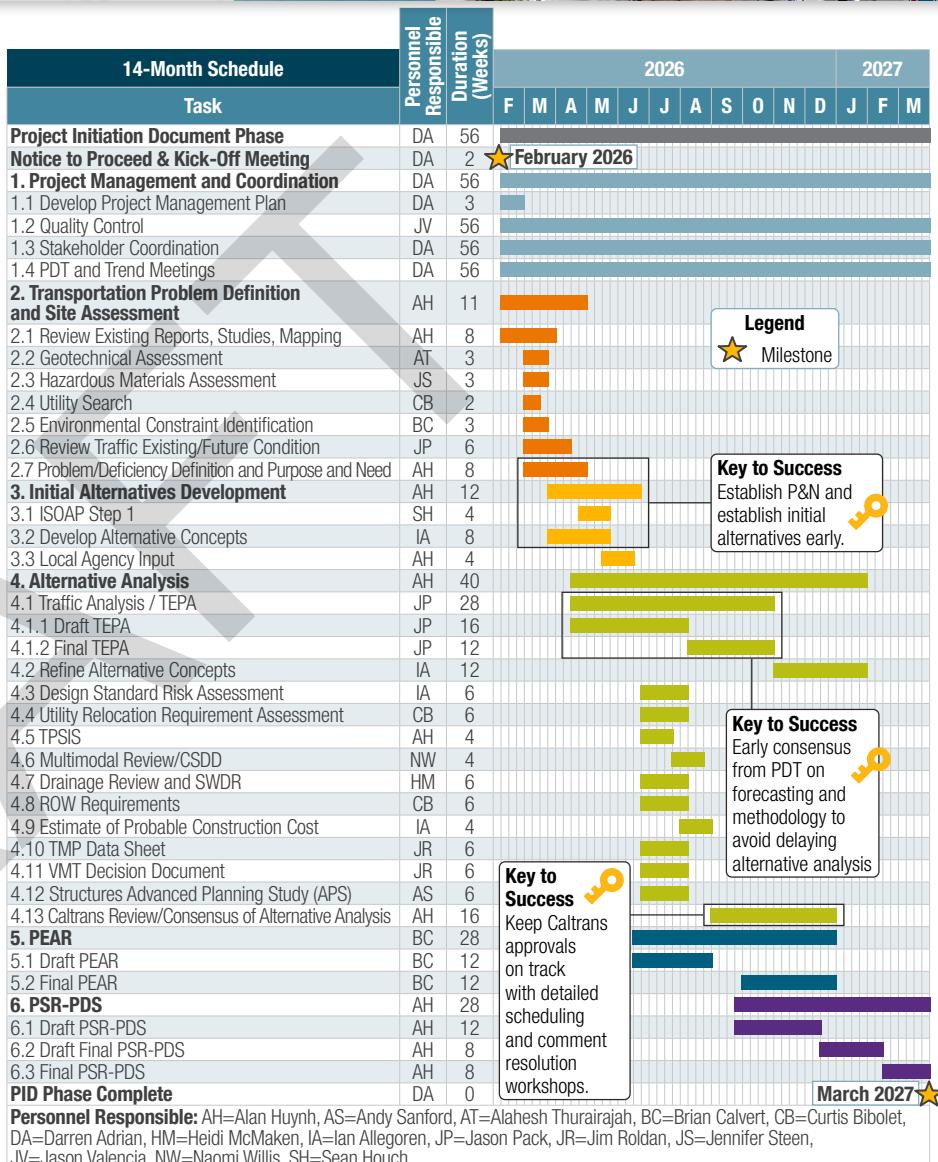


Exhibit B-1

EXHIBIT "C"

COMPENSATION PROVISIONS

[attached behind this page]

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EXHIBIT "C"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Kimley Horn	Engineering	\$ 894,744.28
<i>Sub Consultants:</i>		
EMI	Geotechnical	\$ 52,225.82
Fehr and Peers	Traffic Engineering	\$ 87,525.57
ICF	Environmental	\$ 144,894.05
Monument	Right of Way	\$ 13,470.28
TOTAL COSTS		\$ 1,192,860.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

Agreement No. 08-1821
Project No.: 0826000079
EA: 08-1T490
08-RIV-10-6.7/8.2

COOPERATIVE AGREEMENT COVER SHEET

Work Description

IMPROVEMENTS TO THE I-10 AND SR79 INTERCHANGE IN THE CITY OF BEAUMONT

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Vida Delrooz, Project Manager
464 West 4th Street
San Bernardino, CA 92401
Office Phone: (909) 501-9168
Email: vida.delrooz@dot.ca.gov

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Joie Edles Yanez, PE, Capital Projects Manager
4080 Lemon Street
Riverside, CA 92501
Office Phone: (951) 787-7141
Email: jedles@RCTC.org

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverside County Transportation Commission, a public corporation/entity, referred to hereinafter as RCTC.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, *improvements to the I-10 and SR79 interchange in the city of Beaumont*, will be referred to hereinafter as PROJECT. RCTC desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PROJECT INITIATION DOCUMENT (PID)Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this

AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.
PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.
9. RCTC is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
 - RCTC is the Project Initiation Document (PID) IMPLEMENTING AGENCY.
The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.
11. RCTC will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for

the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. RCTC is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.
If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.
14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
15. Unless otherwise documented in the Reimbursement Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Reimbursement Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Reimbursement Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that RCTC's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts

necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. RCTC will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

22. As the PID IMPLEMENTING AGENCY, RCTC is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.
23. Should RCTC request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, RCTC agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.
24. PARTIES agree to share work as shown in Attachment A – Scope Summary
25. CALTRANS will provide relevant existing proprietary information and maps related to:
 - Geologic and Geotechnical information
 - Utility information
 - Environmental constraints
 - Traffic modeling/forecasts
 - Topographic and Boundary surveys
 - As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

26. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.
27. CALTRANS will actively participate in the Project Development Team meetings.
28. The PID will be signed on behalf of RCTC by a Civil Engineer registered in the State of California.
29. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to RCTC within 60 calendar days from the date CALTRANS received the draft PID from RCTC. RCTC will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by RCTC, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from RCTC.

After RCTC revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from RCTC. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, RCTC will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after RCTC provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by RCTC under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

30. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and

CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

31. CALTRANS retains the right to reject noncompliant WORK. RCTC agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

32. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

33. RCTC will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

34. CALTRANS will issue, upon proper application, the encroachment permit required for WORK within State Highway System (SHS) right-of-way. RCTC, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide an encroachment permit to RCTC at no cost. RCTC's contractors, consultants, and agents may work under the same permit after completing, signing, and submitting the

contractor's authorization form TR-0429 to CALTRANS. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

35. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

36. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

37. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.
PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.
38. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

39. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.
40. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
41. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of RCTC in concert with the local

agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

42. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
43. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
44. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

45. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
46. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.
PARTIES will retain all WORK-related records for three (3) years after the final voucher.
PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

47. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
48. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

49. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

50. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
51. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

52. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

53. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

54. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

55. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RCTC under this AGREEMENT. It is understood and agreed that RCTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

56. Neither RCTC nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless RCTC and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought

forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

57. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
58. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

59. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654. A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
60. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

61. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

62. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of RCTC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal

counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT.

However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

63. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

64. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

REIMBURSEMENT SUMMARY

FUNDING TABLE				
IMPLEMENTING AGENCY:			RCTC	
Source	Party	Fund Type	PID	Totals
LOCAL	RCTC	Local	300,000	300,000
	Totals		300,000	300,000

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Agreement No. 08-1821 | 08-RIV-10 | EA: 08-1T490

Agreement No. 08-1821
Project No.: 0826000079
EA: 08-1T490
08-RIV-10-6.7/8.2

SPENDING TABLE		
Fund Type	PID CALTRANS	Totals
Local	300,000	300,000
Totals	300,000	300,000

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Agreement No. 08-1821 | 08-RIV-10 | EA: 08-1T490

Funding

65. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

66. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, RCTC will pay invoices within five (5) calendar days of receipt of invoice.
67. If RCTC has received EFT certification from CALTRANS then RCTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
68. Each invoice submitted by CALTRANS shall include a progress report summarizing the work performed during the invoicing period and identifying the tasks completed or underway.

Project Initiation Document (PID)

69. CALTRANS will submit an invoice to RCTC in the amount of \$300,000 after the execution of this AGREEMENT. The invoice amount is the estimated costs for CALTRANS to perform WORK.
CALTRANS will not begin WORK until RCTC pays invoice in full.
Upon completion of WORK, CALTRANS will perform a final accounting of WORK costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the obligation of this AGREEMENT. Should CALTRANS submit an invoice as a result of the final accounting, RCTC agrees to pay within forty-five (45) days of receipt of invoice.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Catalino A. Pining III
District 8 Director

HQ Legal Representative
HQ Legal Rep Title

Verification of Funds and Authority:

Karem Evans
District Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

Aaron Hake
Executive Director

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AGENDA ITEM 10

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	February 11, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Andrew Sall, Senior Management Analyst, Legislative Affairs Tyler Madary, Legislative Affairs Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	State and Federal Legislative Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

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

BACKGROUND INFORMATION:

State Update

Fiscal Year 2026-27 Budget Proposal

On January 9, the Office of Governor Gavin Newsom released the budget proposal for Fiscal Year (FY) 2026-27, totaling \$348.9 billion. The budget proposal projects a shortfall of \$2.9 billion this fiscal year, increasing to more than \$22 billion in FY 2027-28. Notably, the proposed budget maintains the entirety of one-time transportation funding included in the FY 2025-26 budget, including \$14.6 billion for the following:

- \$7.6 billion for high-priority transit and rail infrastructure projects and operations;
- \$4.2 billion in Proposition 1A (2008) funding to continue construction on the California High Speed Rail project;
- \$1.2 billion for goods movement projects on rail and roadways at port terminals;
- \$1.1 billion for Active Transportation Program and climate adaptation projects;
- \$410 million for the Senate Bill 125 Zero Emission Transit Capital Program; and
- \$150 million for grade separation projects.

The Governor's budget proposal is the first step in the annual budget process. The Legislature will hold budget committee hearings over the coming months ahead of the Governor's May Revision to the budget reflecting updated revenue and expenditure projections. Following the release of the May Revision, the Legislature must approve the budget by June 15. Staff will keep

the Commission apprised of potential impacts to transportation-related programs as the budget process unfolds.

State Senate 2026-27 Session Committee Assignments

On December 23, Senate President Pro Tempore Monique Limón (Santa Barbara) announced leadership changes and committee assignments for the remainder of the 2026-27 legislative session. Senator Sabrina Cervantes (Riverside) and Senator Kelly Seyarto (Murrieta) were appointed Chair and Vice Chair, respectively, of the Senate Appropriations Committee. Senator John Laird (Santa Cruz) was reappointed as the Chair of the Senate Budget & Fiscal Review Committee, with both Senator Seyarto and Senator Rosilicie Ochoa Bogh (Yucaipa) reappointed as members of the committee. Senator Seyarto was also reappointed as a member of the Senate Budget Subcommittee on Corrections, Public Safety, Judiciary, Labor and Transportation.

Senator Dave Cortese (San Jose) was reappointed as the Chair of the Senate Transportation Committee, with Senator Seyarto reappointed as a member of the committee.

Leadership appointments and changes to the Senate Budget and Subcommittees took effect immediately, with all other changes taking effect on February 1.

Proposed California Environmental Quality Act Reform for Passenger Rail Projects

At the Commission's direction and consistent with the Commission-adopted 2026 State and Federal Legislative Platform, staff continues work to reform California Environmental Quality Act (CEQA) requirements for passenger rail projects such as the Coachella Valley Rail Project. While a bill has not been introduced yet, Assemblymember Jeff Gonzalez (Indio) has agreed to author legislation in 2026 and, together with RCTC staff, is working to identify co-authors. Staff will keep the Commission updated on the status of the proposed bill, which must be introduced by February 20.

Federal Update

Congress is continuing discussions on FY 2026 appropriations ahead of the Continuing Resolution (CR) currently funding the government ending on January 30. While Congress has not jointly approved the FY 2026 Transportation, Housing, and Urban Development Appropriations bill as of the publish date of this report, staff anticipate the bill – and any remaining appropriations legislation – to be approved prior to the deadline. As previously reported, until a full FY 2026 appropriations package is approved by Congress and the President, RCTC's Community Project Funding/Congressionally Directed Spending requests for FY 2026 are on hold and not yet funded. RCTC requests accepted into the House appropriations bill for Transportation, Housing, and Urban Development and pending funding include:

- \$5 million for the 15 Express Lanes Project Southern Extension;

- \$3 million for the 91 Eastbound Corridor Operations Project;
- \$850,000 for the Metrolink Double Track Project: Moreno Valley to Perris; and
- \$850,000 for the Mead Valley Metrolink Station/Mobility Hub.

Staff will continue to monitor and keep the Commission apprised of updates to the annual appropriations process.

FISCAL IMPACT:

This is a policy and information item. There is no fiscal impact.

Attachment: Legislative Matrix – February 2026

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – FEBRUARY 2026

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 334 (Petrie- Norris)	Current state law limits the sharing of toll customer data necessary for interoperability with other states, limiting toll operators' ability to collect toll revenue from out-of-state drivers in an efficient manner. The existing process is cumbersome, requires significant staff time, and may lead to penalties on customers that may otherwise be avoided. AB 334 enables toll operators in California, such as RCTC, to participate in a future national interoperability program, enhancing service to customers and streamlining the transaction process.	Ordered to Senate Inactive File on 9/13/2025. Two-year bill.	<i>Support</i>	4/9/2025
SB 512 (Pérez)	SB 512 provides statutory clarity confirming that transportation agencies with existing sales tax authority may administer a voter-approved transactions and use tax as determined by a citizens' initiative.	Passed out of the Assembly on 9/4/2025. Assembly amendments concurred in on 9/11/2025. Vetoed by Governor on 10/13/2025.	<i>Support Based on Platform</i>	7/9/2025
AB 1145 (Gonzalez)	Requires the California Department of Transportation to conduct a study on State Highway Route 74 by December 31, 2027 with a goal of improving safety of travelers and address enforcement of commercial vehicle facility bypassing.	Senate Transportation hearing canceled at the request of the author on 7/1/2025. Two-year bill.	<i>Support</i>	7/11/2025

AGENDA ITEM 11

PRESENTATION