



MEETING AGENDA

Budget and Implementation Committee

Time: 9:30 a.m.

Date: July 28, 2025

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

TELECONFERENCE SITES

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

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

COMMITTEE MEMBERS

Linda Molina, **Chair** / Eric Cundieff, City of Calimesa
Valerie Vandever, **Vice Chair** / Alonso Ledezma, City of San Jacinto
Jeremy Smith / Kasey Castillo, City of Canyon Lake
Raymond Gregory / Mark Carnevale, City of Cathedral City
Denise Delgado / To Be Appointed, City of Coachella
Scott Matas / Dirk Voss, City of Desert Hot Springs
Bob Magee / Natasha Johnson, 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
Jan Harnik / To Be Appointed, City of Palm Desert
David Ready / Grace Garner, City of Palm Springs
James Stewart / Brenden Kalfus, City of Temecula
Chuck Washington, County of Riverside, District III
Yxstian Gutierrez, County of Riverside, District V

STAFF

Aaron Hake, Executive Director
David Knudsen, Deputy Executive Director

AREAS OF RESPONSIBILITY

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

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

www.rctc.org

AGENDA*

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

9:30 a.m.

Monday, July 28, 2025

BOARD ROOM

**County of Riverside Administrative Center
4080 Lemon Street, First Floor
Riverside, California 92501**

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French Valley Airport

37600 Sky Canyon Drive, Murrieta, California

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

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

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

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

6A. APPROVAL OF MINUTES – APRIL 28, 2025

Page 1

6B. QUARTERLY SALES TAX ANALYSIS

Page 9

Overview

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

- 1) Receive and file the sales tax analysis for Quarter 4, 2024 (4Q 2024).

6C. SINGLE SIGNATURE AUTHORITY REPORT

Page 18

Overview

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

- 1) Receive and file the Single Signature Authority report for the fourth quarter ended June 30, 2025.

6D. MONTHLY INVESTMENT REPORT

Page 20

Overview

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

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

6E. MONTHLY INVESTMENT REPORT

Page 23

Overview

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

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

6F. RESOLUTION NO. 25-005 DECLARATION OF REAL PROPERTY AS EXEMPT SURPLUS LAND

Page 26

Overview

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

- 1) Adopt Resolution No. 25-005 *“Resolution of the Riverside County Transportation Commission Declaring Pursuant to Government Code Section 54221 that Certain Real Property Owned by the Commission is Exempt Surplus Land, Approving the Form of Notice of Availability Therefore, Authorizing the Executive Director to Comply with the Surplus Land Act, and Finding the Foregoing Categorically Exempt from CEQA Review”*; and
- 2) As an Exempt Surplus Land, authorize the Executive Director to offer the surplus property for sale to the city of Riverside as part of the sale and land swap for the Third Street Grade Separation.

6G. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, JANUARY – MARCH 2025

Page 42

Overview

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

- 1) Receive and file the Quarterly Public Engagement Metrics Report for January - March 2025.

**7. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS 2025 CALL FOR PROJECTS:
RIVERSIDE COUNTY TRANSPORTATION COMMISSION PROJECT RANKING**

Page 50

Overview

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

- 1) Approve the Riverside County Transportation Commission Project Ranking in Table 1, per the adopted RCTC Project Prioritization Framework; and
- 2) Authorize the Executive Director to submit the Project Ranking to the Southern California Association of Governments for inclusion in its overall project scoring and selection process.

8. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 84

Overview

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

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

9. AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES

Page 93

Overview

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

- 1) Award the following agreements to provide on-call internal public outreach and marketing services for a three-year term, and one two-year option to extend the agreements, in an amount not to exceed an aggregate value of \$1,750,000;
 - a) Agreement No. 25-15-063-00 with Arellano Associates;
 - b) Agreement No. 25-15-124-00 with Costin Public Outreach Group;
 - c) Agreement No. 25-15-125-00 with Kleinfelder Construction Services;
 - d) Agreement No. 25-15-126-00 with Southwest Strategies;
 - e) Agreement No. 25-15-127-00 with VMA Communications; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

11. EXECUTIVE DIRECTOR REPORT

12. COMMISSIONER COMMENTS

Overview

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

13. ADJOURNMENT

The next Budget and Implementation Committee meeting is scheduled to be held at **9:30 a.m., August 25, 2025.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

BUDGET AND IMPLEMENTATION COMMITTEE

Monday, April 28, 2025

MINUTES

1. CALL TO ORDER

The meeting of the Budget and Implementation Committee was called to order by Chair Linda Molina at 9:30 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California 92501 and at the teleconference sites: Council Chamber Conference Room, City of Palm Desert, 73510 Fred Waring Drive, Palm Desert, California 92260, and the Large Conference Room, French Valley Airport, 37600 Sky Canyon Dr., Murrieta, California 92563.

2. ROLL CALL

Members/Alternates Present

Dean Deines
Raymond Gregory**
Yxstian Gutierrez
Jan Harnik*****
Bob Magee
Linda Molina
David Ready**
Jeremy Smith
James Stewart*
Valerie Vandever
Cindy Warren*
Chuck Washington*

*Joined the meeting at French Valley.

**Joined the meeting at Palm Desert.

***Arrived after the meeting was called to order.

Members Absent

Ulises Cabrera
Denise Delgado
Scott Matas

3. PLEDGE OF ALLEGIANCE

Chair Molina led the Budget and Implementation Committee in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

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

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

6A. APPROVAL OF MINUTES – MARCH 24, 2025

6B. SINGLE SIGNATURE AUTHORITY REPORT

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

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

6C. MONTHLY INVESTMENT REPORT

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

6D. STATE AND FEDERAL LEGISLATIVE UPDATE

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

7. PROPOSED BUDGET FOR FISCAL YEAR 2025/26

Sergio Vidal, Chief Financial Officer, presented the proposed Fiscal Year 2025/26 Budget Executive Summary, highlighting the following areas:

- Budget process – Budget development; budget compilation; budget review and adoption
- FY budget considerations
 - Budget practices
 - ✓ Long term financial planning principles
 - ✓ Long term financial planning goals
 - Measure A, Local Transportation Funds (LTF), Transportation Uniform Mitigation Fee (TUMF), and intergovernmental revenues
- Budget summary
- Revenue/sources – Detail

- Expenditures/Expenses by Department
- Expenditures/Expenses by Function
- Capital project highlights
 - Engineering
 - ✓ 91 Eastbound Corridor Operations Project (ECOP)
 - ✓ SR-79 Realignment
 - ✓ Coachella Valley Rail Corridor
 - Construction
 - ✓ 71/91 Connector
 - ✓ Mid County Parkway Projects
 - ✓ Smart Freeways
 - Design-Build
 - ✓ I-15 Express Lanes – Southern Extension
 - Right of Way
 - ✓ Mid County Parkway Projects
 - ✓ SR-79 Realignment
 - Other
 - ✓ Measure A Local Streets and Roads
- Toll Operations highlights (Expenses)
 - 91 Express Lanes
 - ✓ Intra-fund transfer for future repair and rehabilitation - \$20 million
 - ✓ Intra-fund transfer of anticipated FY25 surplus - \$50 million
 - 91 Eastbound Corridor Operations (ECOP)
 - 91 Express Lanes Eastbound to McKinley
 - 15/91 Express Lanes Transit Connector
 - 241/91 Express Lanes Connector
 - 15 Express Lanes
 - ✓ Intra-fund transfer of anticipated FY25 surplus - \$4 million
 - 15 Express Lanes-Southern Extension
 - ✓ Loan repayment to Measure A – Up to \$31 million
- Service debt highlights
 - Sales tax revenue bonds
 - ✓ FY26 Debt Service: \$69 million
 - ✓ Outstanding Balance as of 6/30/2026: \$613 million
 - Less than \$975 million maximum threshold allowable by Measure K approved in November 2010 and Fiscal Accountability Policies
- Toll Revenue Bonds
 - 91 Express Lanes FY26 Debt Service: \$27 million
 - ✓ Outstanding Balance as of 6/30/2026: \$678 million
 - Excludes 15 Express Lanes Loan Repayment to Measure A – Up to \$31 million
 - ✓ Outstanding Balance as of 6/30/2026: \$17 million
 - ✓ Budgeted for as a Transfer Out to Measure A

- Measure A Cap on Administrative costs graph
- Next steps

Sergio Vidal thanked Michele Cisneros, Deputy Director of Finance, and Daniel Hernandez, Financial Budget Manager, for their diligence during this budget season.

Vice Chair Valarie Vandever asked about the \$613 million that the Commission has to pay back, and how many years it is.

Sergio Vidal replied the \$613 million is related to the Commission's sales tax debt next in the upcoming fiscal year their debt service or their principal interest payment combined is \$69 million and the \$613 million will be paid through 2039, so they have about 14 years remaining and it coincides with the sunseting of Measure A.

In response to Vice Chair Vandever's question when the loans start, Sergio Vidal replied that the total sales tax obligations are various combinations of refinancing, the last financing was in 2018, but there is a debt that goes back as far as 2010.

Commissioner Smith moved the motion and Vice Chair Vandever seconded the motion.

Haviva Shane, Legal Counsel, asked Chair Molina if there was anyone that wanted to speak from the public.

Chair Molina asked if there was anyone that wanted to speak on this. There were no requests to speak.

M/S/C (Smith/Vandever) for the Committee to recommend the Commission take the following action(s):

- 1) Discuss, review, and provide guidance on the proposed Fiscal Year 2025/26 Budget; and**
- 2) Conduct a public hearing to receive input and comments on the proposed FY 2025/26 Budget on May 14 and June 11, 2025, and thereafter close the public hearing.**

8. 2025 TITLE VI PROGRAM REPORT UPDATE FOR THE FEDERAL TRANSIT ADMINISTRATION

Sandra Salgado, Management Analyst, presented the 2025 Title VI Program Report update, highlighting the following areas:

- Background
- Federal Transit Administration (FTA) Title VI requirements
 - 1) Title VI Notice to the public
 - 2) Title VI Complaint Procedures and Complaint Process

- 3) List of transit related Title VI investigations, complaints, or lawsuits
 - 4) Public Participation plan
 - 5) Language Assistance plan
 - 6) A table depicting the membership of non-elected committees and councils, broken down by race
 - 7) Monitoring procedures and subrecipients
 - 8) Title VI equity analysis for the site and location of facilities
 - 9) Documentation that the governing board has reviewed and approved the Title VI Program Report
- Analysis outcomes
 - No transit related Title VI investigations, complaints, or lawsuits
 - No major changes to the limited English proficient (LEP) groups in Riverside County
 - No projects that would require an equity analysis

Chair Molina asked if they were to have any issues how that would affect the Commission's projects and would there be a delay in getting projects through the process.

Aaron Hake, Executive Director, asked David Knudsen, Deputy Executive Director, to respond to that.

David Knudsen stated that he is the Title VI coordinator for RCTC and under his purview he coordinates all activities for Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) for Title VI complaint processes. In this case if there was an issue where a member of the public felt like there was discrimination based on protected basis, race, color, national origin, there is an investigation process they would follow. It would not impact project delivery, but it is something that staff would take very seriously, and they are required through FTA and FHWA to meet specific benchmark timeframes in order to complete an investigation and then close out the complaint.

Chair Molina stated she asked that because she knows that every entity is going through the same thing, so it is very important.

M/S/C (Gutierrez/Smith) for the Committee to recommend the Commission take the following action(s):

- 1) Approve the 2025 Title VI Program Report, including the Public Participation Plan and Language Assistance Plan in compliance with Federal Transit Administration (FTA) requirements.**

9. TRANSIT POLICIES MANUAL, RESOLUTION NO. 25-001 POLICY TO ACT AS LEAD AGENCY PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR FIXED GUIDEWAY PROJECTS SEEKING STATE OR FEDERAL DISCRETIONARY GRANTS

Lorelle Moe-Luna, Multimodal Services Director, presented an update for the Transit Policies Manual, highlighting the following:

- Background
 - Commission core transit responsibilities:
 - 1) Allocate all state and federal formula funding to the public transit operators in the County for operating and capital needs
 - 2) Financial oversight of all public transit operators
 - 3) Coordination of services
 - Comprehensive review of existing policies and procedures to improve accountability and effectiveness of the transit program
- Analysis
 - Update the 1995 policies manual, combine and streamline policies, reflect legislative changes, and current business practices
 - Comparative analysis and best practices review from other regional agencies like RCTC
 - Two parts
 - ✓ Revisions to 14 existing policies
 - ✓ Adoption of one new policy
- Summary of revised Transit Policies
- Outline of legal relationship between RCTC and the transit operators
- New Policy for Commission to be the lead agency for all Fixed Guideway Projects in Riverside County
 - Resolution No. 25-001, *“Policy to Act as Lead Agency Pursuant to the California Environmental Quality Act for Fixed Guideway Projects Seeking State or Federal Discretionary Grants”*
 - ✓ Why?
 - Commission is responsible for approving all plans for the design, construction and implementation of fixed guideway systems or projects (PUC § 130252(a))
 - Commission is responsible for designating an operator for any approved fixed transit guideway system (PUC § 130254)
 - 2016 Strategic Assessment recommendation to adopt a policy to establish role

At this time, Commissioner Jan Harnik joined the meeting.

- Transit operator feedback
 - Multiple opportunities to provide feedback

- Consultant team interviewed transit operators early on in February – April 2023 on current policies and processes
- Provided transit operators with a copy of the draft Transit Policies Manual for a four-week comment period, February 11 – March 11, 2025
- Staff received a total of 13 minor comments, no suggestions or concerns were provided

M/S/C (Vandever/Gutierrez) for the Committee to recommend the Commission take the following action(s):

- 1) Approve revisions to existing transit policies as presented in the Transit Policies Manual;**
- 2) Adopt Resolution No. 25-001, *“Policy to act as Lead Agency Pursuant to the California Environmental Quality Act for Fixed Guideway Projects Seeking State or Federal Discretionary Grants”*, establishing the Commission be the lead agency for all fixed guideway projects in Riverside County; and**
- 3) Direct staff to review and recommend changes to the Transit Policies Manual every five years or as necessary.**

At this time, Commissioner Smith left the meeting.

10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

There were no items pulled from the consent calendar.

Chair Molina thanked everyone for coming to the meeting today as they need everyone’s participation.

11. EXECUTIVE DIRECTOR REPORT

- Aaron Hake thanked the Committee Members as they moved on some big items today. They are moving forward with their priorities for mobility in the County through the budget and through the Transit Policies they just adopted. He thanked the Committee Members for their support and their direction.

At this time, Commissioner Gutierrez left the meeting.

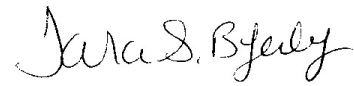
12. COMMISSIONER COMMENTS

There were no comments from the Commissioners.

13. ADJOURNMENT

There being no further business for consideration by the Budget and Implementation Committee, the meeting was adjourned at 10:16 a.m.

Respectfully submitted,

A handwritten signature in black ink, reading "Tara S. Byerly". The signature is written in a cursive, flowing style.

Tara S. Byerly
Deputy Clerk of the Board

AGENDA ITEM 6B

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Budget and Implementation Committee
FROM:	Michele Cisneros, Deputy Director of Finance Sergio Vidal, Chief Financial Officer
THROUGH:	David Knudsen, Deputy Executive Director
SUBJECT:	Quarterly Sales Tax Analysis

STAFF RECOMMENDATION:

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

- 1) Receive and file the sales tax analysis for Quarter 4, 2024 (4Q 2024).

BACKGROUND INFORMATION:

At its May 2023 meeting, the Commission awarded an agreement with MuniServices, An Avenu Insights and Analytics Company (MuniServices), 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 1,722 businesses. Through 4Q 2024, CDTFA approved \$18,497,713 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 will be tangible, it will not be sufficient to alter the overall trend of sales tax revenues.

MuniServices provided the Commission with the Quarterly Sales Tax Digest Summary report for 4Q 2024. Majority of 4Q 2024 Measure A sales tax revenues were received in the first quarter of calendar year 2025, during the period December 2024 through February 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 4Q 2024 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 down, 2.7 percent, when comparing 4Q 2024 versus 4Q 2023 due primarily to lower than anticipated receipts for the following sales tax categories: general retail, transportation, construction, and sales between business to business. The general retail category decreased from the prior year due to lower furniture and appliances sales; the transportation category decreased from the prior year due to lower fuel prices and auto sales; the construction category decreased from the prior year due to retail and wholesale building material sales; and the business-to-business category is also down to due one-time green energy activity, heavy industry, electronic and office equipment, and leasing when compared to 4Q 2023.

Taxable transactions for the top 25 contributors in Riverside County generated 26.3 percent of taxable sales for 4Q 2024. 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 two (food products and miscellaneous) of the six categories experienced gains as of 4Q 2024 compared to 4Q 2023. Four of the six categories (general retail, transportation, construction, and business to business) are lower in the 4Q 2024 period, primarily due to decreases in brick-and-mortar retail sales, auto sales, service stations, building material – retail and wholesale, and solar equipment sales.

ECONOMIC CATEGORY ANALYSIS									
% of Total / % Change	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
General Retail	28.8 / -0.8	29.3 / 0.0	27.3 / -0.8	35.8 / 1.2	26.1 / -1.6	29.0 / 3.1	39.0 / 3.1	27.3 / -0.9	27.3 / -2.9
Food Products	17.3 / 1.1	21.6 / 0.4	21.8 / 1.5	18.3 / 1.0	22.9 / -0.3	17.1 / 0.9	14.9 / 0.2	23.8 / 0.8	19.0 / 2.5
Transportation	22.3 / -4.8	22.4 / -7.5	23.6 / -9.2	22.8 / -6.0	18.4 / -6.6	26.3 / -4.0	21.3 / -7.5	23.2 / -7.9	27.9 / -5.7
Construction	10.5 / -4.7	9.6 / -3.0	8.5 / 2.8	12.2 / -4.2	9.6 / -5.9	12.2 / -2.4	9.3 / -7.1	8.9 / -0.5	14.4 / -2.9
Business to Business	15.7 / -5.1	16.0 / -1.3	17.8 / -0.7	10.4 / -5.1	21.7 / 0.5	14.1 / -5.6	14.7 / 0.1	15.7 / -0.9	10.3 / -0.3
Miscellaneous	5.4 / 12.3	1.1 / -0.8	1.0 / -4.0	0.6 / -2.1	1.3 / 4.6	1.2 / 9.6	0.7 / -0.9	1.1 / -3.5	1.1 / 16.7
Total	100.0 / -1.9	100.0 / -2.2	100.0 / -2.2	100.0 / -1.9	100.0 / -2.2	100.0 / -1.1	100.0 / -1.2	100.0 / -2.2	100.0 / -2.3

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 percent of total sales tax by segment and experienced a minimal increase. Restaurants experienced an increase of 2.6 percent, reflecting ongoing growth within fast food casual restaurants. New auto sales experienced a 2.1 percent decrease due to lower than anticipated car sales when compared to the previous reporting period.

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	12.0 / 0.5	15.8 / 1.0	16.4 / 2.4	18.9 / 5.0	17.2 / 0.6	12.4 / 13.0	17.4 / 10.0	17.7 / 1.2	12.2 / 4.1
2nd Largest Segment	Restaurants	Miscellaneous Retail	Auto Sales - New	Restaurants	Miscellaneous Retail	Restaurants	Department Stores	Auto Sales - New	Department Stores
% of Total / % Change	11.3 / 2.6	11.6 / 5.9	13.1 / -12.4	12.0 / 2.7	10.2 / 3.1	11.7 / 0.4	10.9 / 0.4	11.8 / -8.8	11.3 / -2.9
3rd Largest Segment	Auto Sales - New	Auto Sales - New	Miscellaneous Retail	Auto Sales - New	Auto Sales - New	Auto Sales - New	Restaurants	Miscellaneous Retail	Auto Sales - New
% of Total / % Change	11.1 / -2.1	10.7 / -7.9	10.1 / 5.5	10.8 / -4.1	8.8 / -7.4	11.1 / -5.7	10.2 / 1.4	9.5 / 4.8	10.8 / -5.1

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 4Q 2024
- 2) Sales Tax Performance Analysis by Quarter 4Q 2024
- 3) Quarterly Sales Tax Comparison by City for 4Q 2023 to 4Q 2024

Riverside County Transportation Commission Sales Tax Digest Summary

ATTACHMENT 1

Collections through February 2025 Sales through December 2024 (2024Q4)

CALIFORNIA'S ECONOMIC OUTLOOK

California sales tax receipts increased by 2.3% over the same quarter from the previous year for Q4 of 2024, with Northern California reporting a 2.1% increase compared to a 2.3% increase for Southern California. Receipts for the RCTC increased by 2.7% over the same period.

Real Gross Domestic Product (GDP) increased at an annual rate of 2.3% in the fourth quarter of 2024. U.S. inflation ticked up to 2.7% in November of 2024, down 6.4 percentage points from its most recent peak of 9.1% in June 2022. California's headline inflation increased to 3.0% year over year as of December 2024, down from 2.7% in August of 2024. (DIR, BEA, BLS, December Finance Bulletin)

The U.S. unemployment rate increased slightly to 4.2% in November 2024. California's unemployment rate remained the same at 5.4% as of November 2024, 0.4 percentage points higher than the September 2023 rate of 5.0%. (EDD, BLS, December Finance Bulletin)

U.S. personal income increased by 5.4% for the fourth quarter of 2024, compared to the same quarter previous year. Compensation of employees increased by 5.7%, while personal current taxes increased by 7.1% from the previous period, resulting in a net gain of 5.1% in disposable income. (BEA)

LOCAL RESULTS

Net Cash Receipts Analysis

Local Collections	\$75,963,348
Less: Cost of Administration	\$(477,790)
Net 4Q2024 Receipts	\$75,485,558
Net 4Q2023 Receipts	\$73,497,974
Actual Percentage Change	2.7%

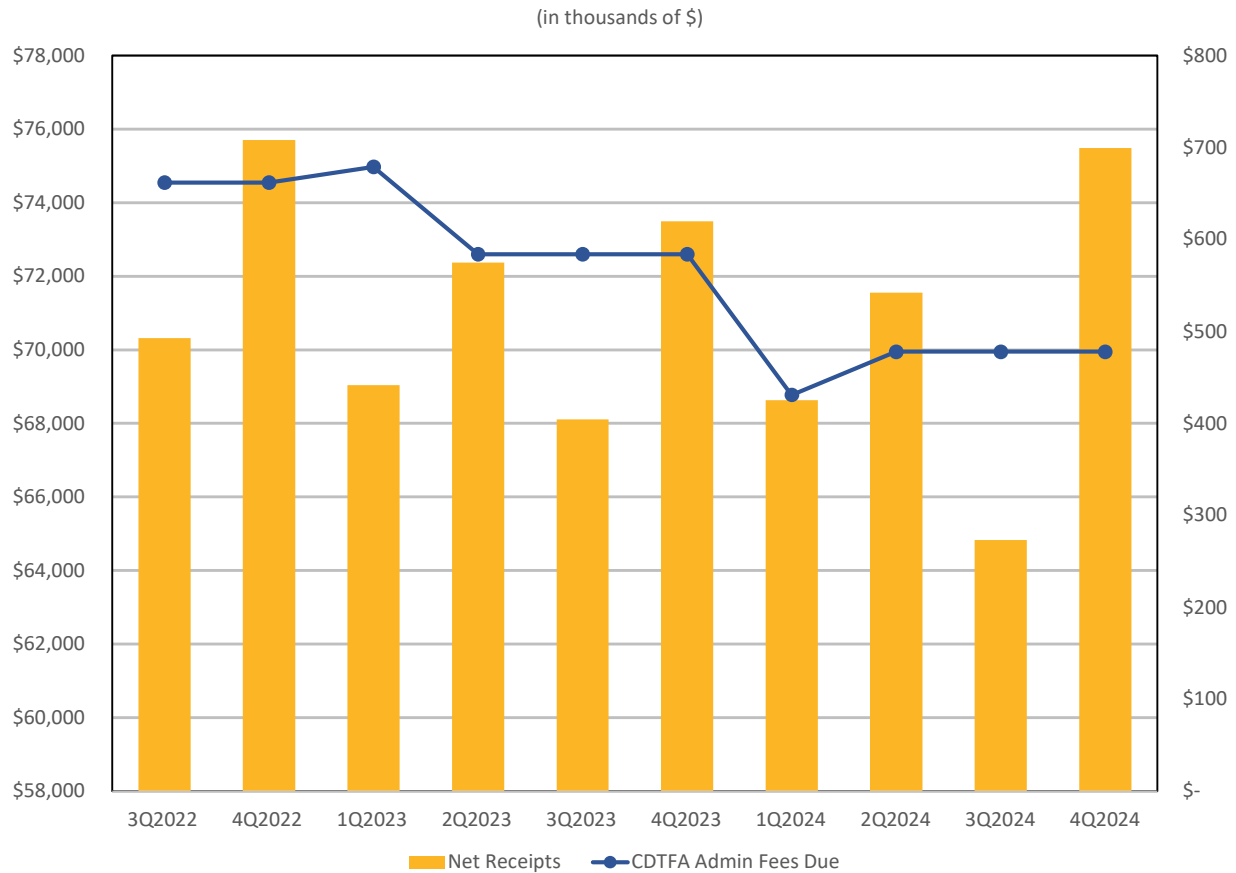
Business Activity Performance Analysis

Local Collections – Economic Basis 4Q2024	\$75,275,520
Local Collections – Economic Basis 4Q2023	\$75,623,660
Quarter over Quarter Change	-\$348,139
Quarter over Quarter Percentage Change	-0.5%

Avenu Insights & Analytics' On-Going Audit Results

Total Recovered Since Inception	\$18,497,713
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HISTORICAL CASH COLLECTIONS ANALYSIS BY QUARTER



TOP 25 SALES/USE TAX CONTRIBUTORS

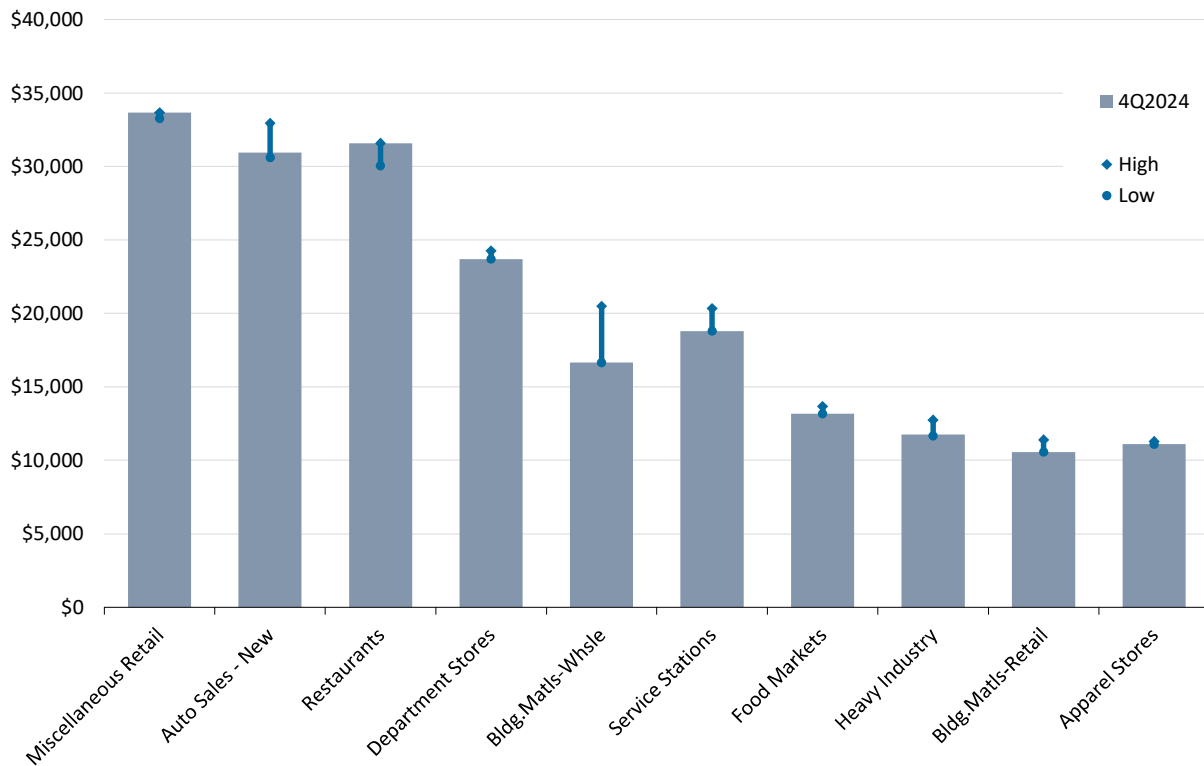
The following list identifies RCTC's Top 25 Sales/Use Tax contributors. The list is in alphabetical order and represents sales from January of 2024 through December 2024. The Top 25 Sales/Use Tax contributors generate 26.3% of RCTC's total sales and use tax revenue.

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

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

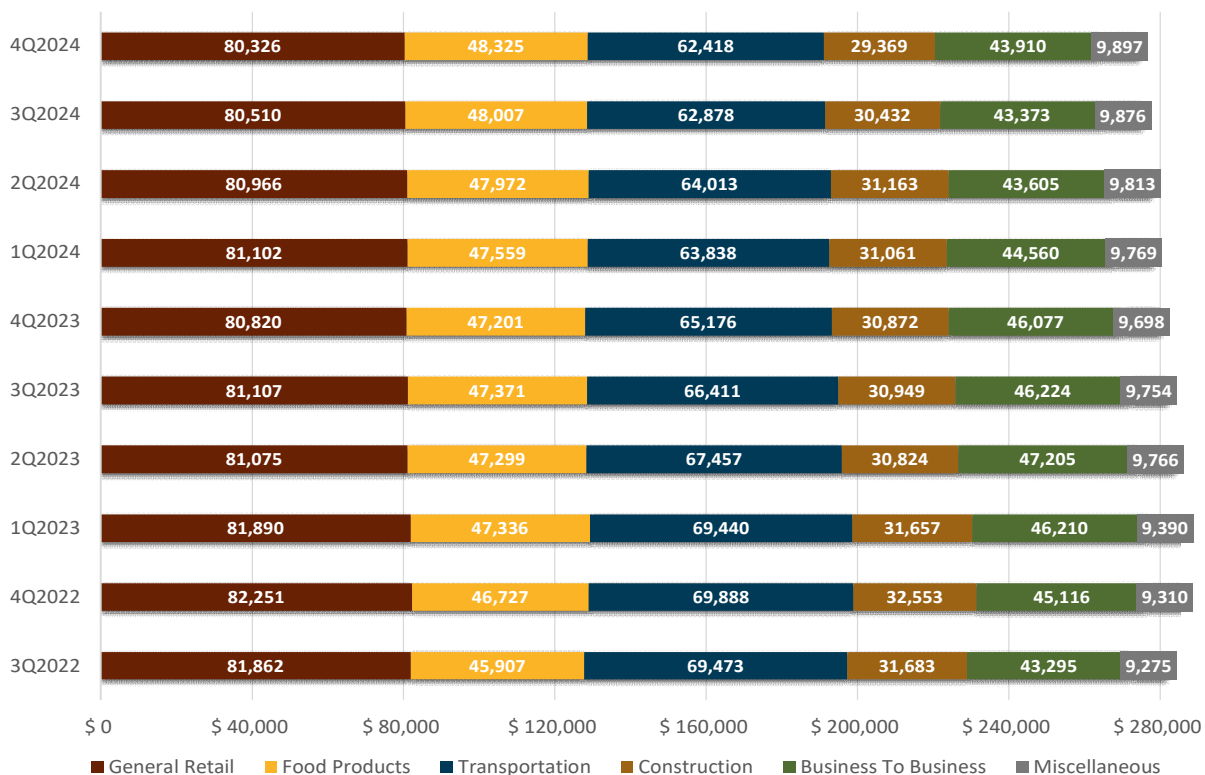
HISTORICAL SALES TAX AMOUNTS

The following chart shows the sales tax level from annual sales through December of 2024, the highs, and the lows for the top ten segments over the last two years in thousands of \$.

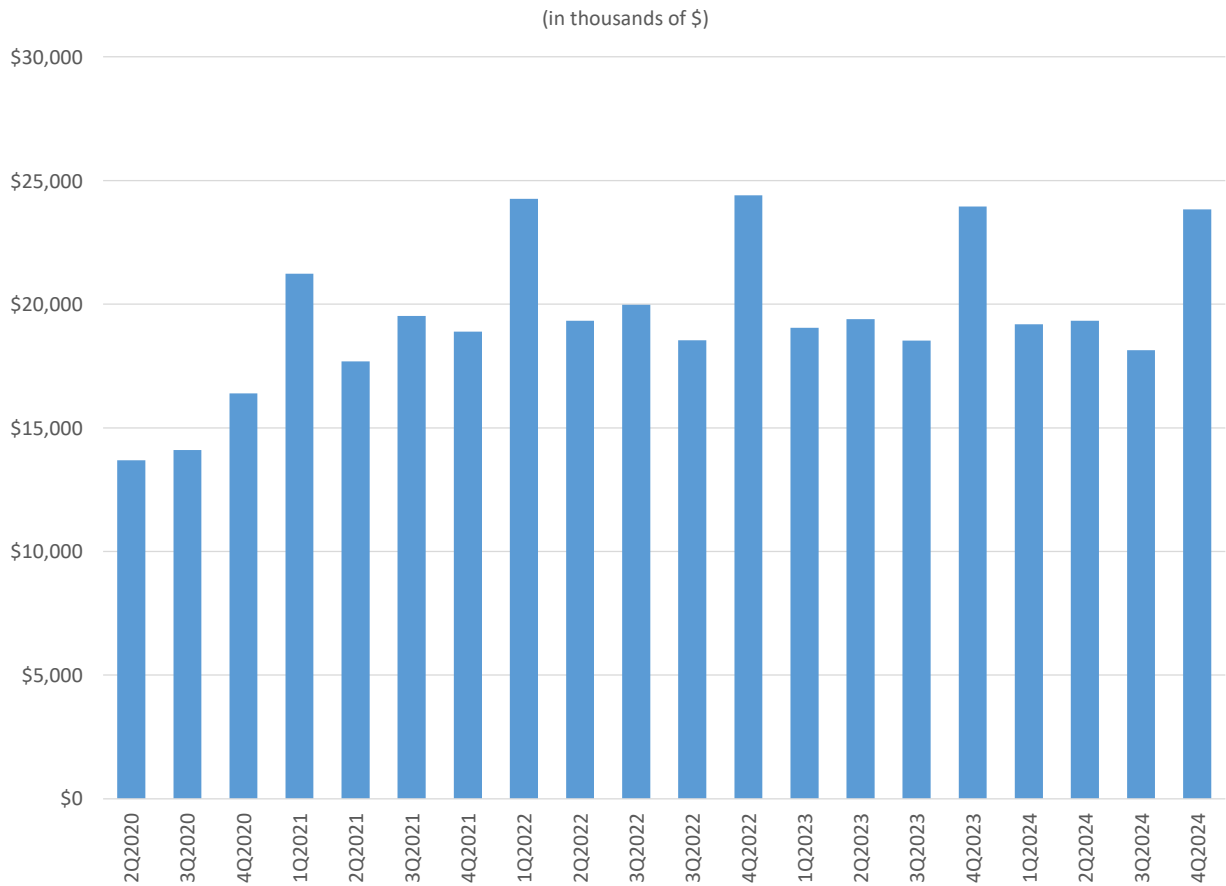


ANNUAL SALES TAX BY BUSINESS CATEGORY

(in thousands of \$)

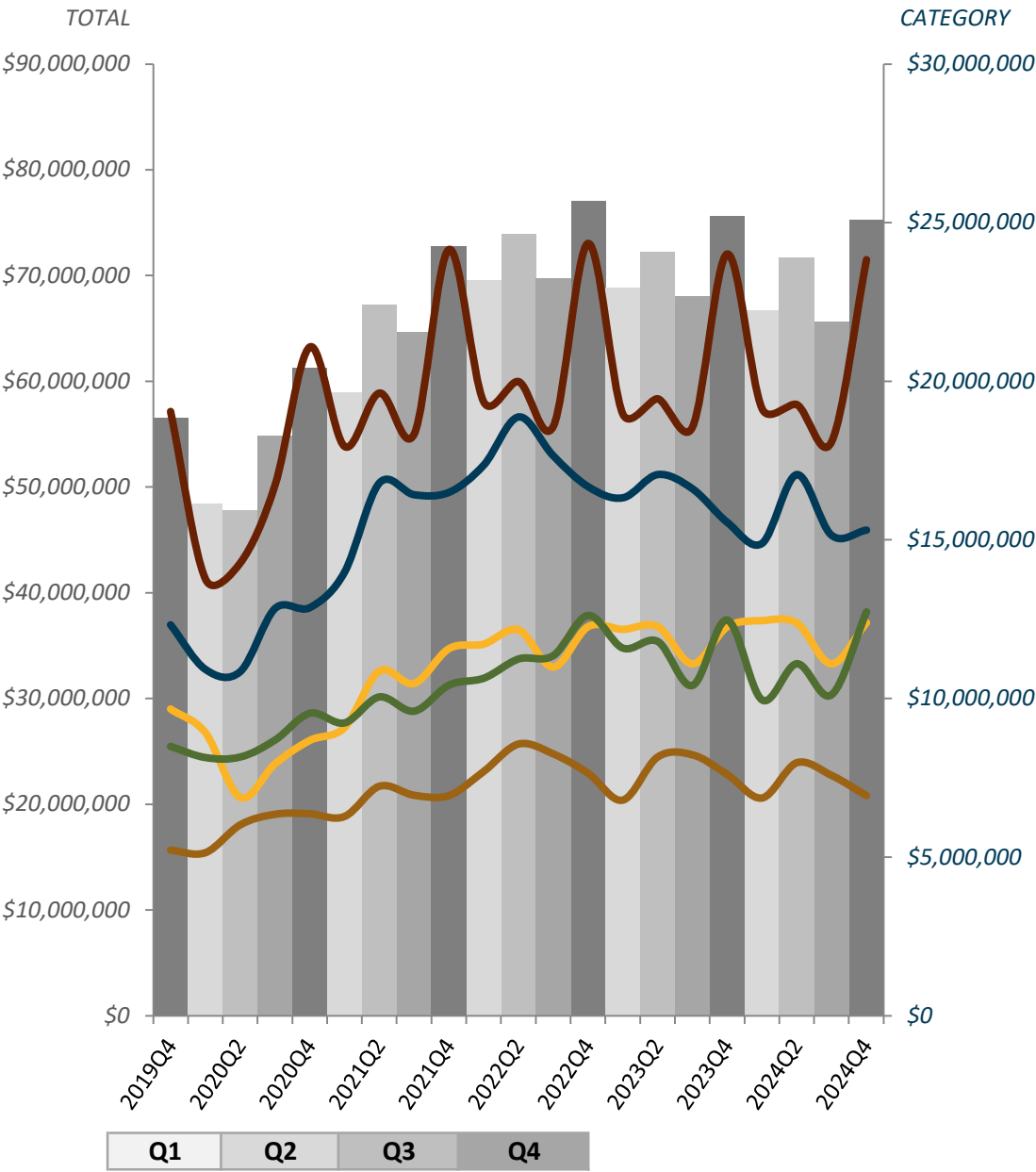


FIVE-YEAR ECONOMIC TREND: General Retail



TOTAL

Economic



TOTAL				
2024Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$75,275,520	-0.5%	-\$348,139	-1.9%	-\$5,447,233

GENERAL RETAIL				
2024Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$23,829,120	-0.7%	-\$179,875	-0.8%	-\$660,584
% of 2024Q4 Total:		31.7%		

FOOD PRODUCTS				
2024Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$12,394,238	1.1%	\$135,438	1.1%	\$517,761
% of Total:		16.5%		

TRANSPORTATION				
2024Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$15,314,271	-1.6%	-\$245,207	-4.8%	-\$3,139,861
% of Total:		20.3%		

CONSTRUCTION				
2024Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$6,939,846	-8.8%	-\$672,446	-4.7%	-\$1,440,718
% of Total:		9.2%		

BUSINESS TO BUSINESS				
2024Q4	QoQ %Δ	QoQ \$Δ	YoY %Δ	YoY \$Δ
\$12,733,548	2.1%	\$258,798	-5.1%	-\$2,371,400
% of Total:		16.9%		

QoQ = 24Q4 / 23Q4

YoY = YE 24Q4 / YE 23Q4

RCTC: Quarterly Comparison of 2023Q4 and 2024Q4 (October through December Sales)

	General Retail	Food Products	Transportation	Construction	Business To Business	Miscellaneous	Oct - Dec 2024 (2024Q4)	Oct - Dec 2023 (2023Q4)	% Chg	Gain	Gain	Decline	Decline
RIVERSIDE COUNTY													
BANNING	9.5%	4.6%	-6.5%	-18.6%	18.9%	-46.1%	841,896	831,386	1.3%	Heavy Industry	Miscellaneous Retail	Service Stations	Light Industry
BEAUMONT	8.7%	8.7%	-9.7%	-45.7%	31.0%	-26.5%	6,752,843	6,476,652	4.3%	Miscellaneous Retail	Heavy Industry	Bldg.Matls-Whsle	Service Stations
BLYTHE	12.1%	-5.3%	-19.8%	-5.0%	-17.8%	-9.8%	358,251	396,838	-9.7%	Miscellaneous Retail	Department Stores	Service Stations	Auto Parts/Repair
CALIMESA	83.7%	5.5%	-45.6%	36.3%	39.0%	-7.5%	362,406	354,392	2.3%	Miscellaneous Retail	Light Industry	Service Stations	Leasing
CANYON LAKE	-37.0%	-1.5%	-13.0%	0.0%	57.3%	444.2%	83,529	91,367	-8.6%	Health & Government	Green Energy	Miscellaneous Retail	Recreation Products
CATHEDRAL CITY	-3.3%	-7.8%	-4.1%	-6.1%	1.6%	-16.2%	2,756,350	2,878,292	-4.2%	Miscellaneous Retail	Business Services	Service Stations	Auto Sales - New
COACHELLA	5.3%	0.8%	-21.4%	-18.8%	1.0%	135.0%	1,071,747	1,158,221	-7.5%	Apparel Stores	Florist/Nursery	Service Stations	Department Stores
CORONA	-0.9%	0.5%	-9.8%	-0.6%	7.0%	2.2%	12,997,166	13,125,287	-1.0%	Heavy Industry	Miscellaneous Retail	Service Stations	Department Stores
COUNTY OF RIVERSIDE	7.0%	3.8%	-10.2%	-20.1%	-39.1%	13.0%	11,318,957	12,146,646	-6.8%	Miscellaneous Retail	Restaurants	Green Energy	Department Stores
DESERT HOT SPRINGS	16.2%	-0.3%	-19.3%	-7.2%	42.4%	-60.7%	487,077	510,955	-4.7%	Miscellaneous Retail	Light Industry	Service Stations	Miscellaneous Other
EASTVALE	-0.4%	3.6%	77.2%	-2.0%	-45.0%	19.0%	11,537,965	11,435,701	0.9%	Auto Sales - New	Auto Parts/Repair	Light Industry	Department Stores
HEMET	2.8%	-7.2%	-0.2%	1.2%	-5.1%	17.5%	3,604,127	3,646,770	-1.2%	Auto Sales - New	Miscellaneous Retail	Food Markets	Service Stations
INDIAN WELLS	13.1%	5.2%	0.0%	-53.1%	14.9%	-29.8%	397,843	369,901	7.6%	Miscellaneous Retail	Restaurants	Food Markets	Business Services
INDIO	-4.4%	-10.5%	-3.0%	-6.2%	19.4%	19.9%	3,784,387	3,913,809	-3.3%	Heavy Industry	Auto Sales - Used	Restaurants	Service Stations
JURUPA VALLEY	13.5%	9.0%	-15.3%	-2.7%	-5.9%	-1.3%	5,402,523	5,411,066	-0.2%	Department Stores	Light Industry	Heavy Industry	Service Stations
LA QUINTA	-1.5%	-1.4%	-9.5%	-5.0%	-2.1%	-47.7%	2,946,098	3,030,560	-2.8%	Furniture/Appliance	Miscellaneous Retail	Department Stores	Auto Sales - New
LAKE ELSINORE	-6.6%	-1.5%	-0.4%	-2.4%	-13.8%	-8.4%	3,263,976	3,419,884	-4.6%	Auto Sales - New	Auto Sales - Used	Heavy Industry	Department Stores
MENIFEE	-3.7%	4.8%	-5.1%	-27.7%	-31.1%	43.0%	5,841,956	6,195,069	-5.7%	Restaurants	Department Stores	Miscellaneous Retail	Bldg.Matls-Whsle
MORENO VALLEY	5.4%	4.1%	-10.4%	-3.6%	-24.8%	-16.1%	8,393,787	8,527,040	-1.6%	Miscellaneous Retail	Restaurants	Heavy Industry	Auto Sales - New
MURRIETA	-1.9%	6.1%	0.5%	-6.3%	-4.8%	-39.4%	5,894,761	5,953,623	-1.0%	Restaurants	Auto Sales - Used	Service Stations	Department Stores
NORCO	3.0%	0.0%	-7.2%	-0.7%	9.4%	18.7%	2,199,999	2,261,765	-2.7%	Miscellaneous Retail	Auto Sales - New	Service Stations	Auto Sales - Used
PALM DESERT	-4.1%	-0.9%	-2.9%	-6.8%	2.9%	-7.8%	6,046,524	6,229,626	-2.9%	Auto Sales - Used	Heavy Industry	Department Stores	Service Stations
PALM SPRINGS	-1.8%	4.5%	-1.6%	-1.8%	-28.4%	67.9%	4,207,631	4,366,726	-3.6%	Auto Sales - New	Restaurants	Energy Sales	Service Stations
PERRIS	-2.7%	2.1%	-4.4%	-3.1%	-15.9%	-51.1%	5,889,221	6,155,230	-4.3%	Restaurants	Apparel Stores	Miscellaneous Retail	Electronic Equipment
RANCHO MIRAGE	-2.2%	0.6%	4.8%	-6.8%	-27.2%	27.2%	1,669,873	1,712,147	-2.5%	Recreation Products	Auto Sales - New	Furniture/Appliance	Leasing
RIVERSIDE	0.6%	0.9%	1.5%	-8.3%	0.6%	-5.5%	20,183,330	20,185,111	0.0%	Auto Sales - New	Miscellaneous Retail	Bldg.Matls-Whsle	Service Stations
SAN JACINTO	-0.2%	-10.7%	-3.8%	-4.3%	-2.2%	-7.4%	1,016,744	1,067,242	-4.7%	Department Stores	Restaurants	Food Markets	Florist/Nursery
TEMECULA	-1.0%	-1.3%	-3.0%	6.8%	6.2%	-11.7%	10,718,360	10,744,028	-0.2%	Light Industry	Miscellaneous Retail	Heavy Industry	Service Stations
WILDOMAR	-5.6%	0.7%	-6.1%	-37.4%	45.1%	-14.3%	633,923	655,696	-3.3%	Light Industry	Leasing	Bldg.Matls-Whsle	Service Stations

AGENDA ITEM 6C

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Budget and Implementation Committee
FROM:	Linda Fakhouri, Senior Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Matthew Wallace, Deputy Director of Administrative Services
SUBJECT:	Single Signature Authority Report

STAFF RECOMMENDATION:

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

- 1) Receive and file the Single Signature Authority report for the fourth quarter ended June 30, 2025.

BACKGROUND INFORMATION:

Certain contracts are executed under single signature authority as permitted in the Commission's Procurement Policy Manual adopted in March 2021. 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 fourth quarter ended June 30, 2025, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services and goods as of June 30, 2025, is \$690,226.

Attachment: Single Signature Authority Report as of June 30, 2025

**SINGLE SIGNATURE AUTHORITY
AS OF JUNE 30, 2025**

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	ORIGINAL CONTRACT AMOUNT	PAID AMOUNT	REMAINING CONTRACT AMOUNT
	AMOUNT AVAILABLE July 1, 2024		\$2,000,000.00		
25-33-001-00	SCRRA	Cooperative Agreement for Design of the Downtown Riverside Metrolink Station at Grade Crossing Upgrade	125,063.00	125,063.00	0.00
21-31-067-01	Caltrans	71/91 Interchange Project RCTC/Caltrans Construction Coop - Department Furnished Materials	30,000.00	25,626.13	4,373.87
24-31-04-01	Parsons	I-15 Ingress Study	250,000.00	0.00	250,000.00
25-18-039-00	ACA Compliance Solution Services, INC	ACA Compliance Reporting	3,000.00	0.00	3,000.00
23-31-109-01	Caltrans	I-15 Smart Freeway Project- RCTC/Caltrans Construction Coop (23-31-109-01) – Department Furnished Materials	51,500.00	0.00	51,500.00
PO 3578	INNOVATIVE TRAFFIC PRODUCTS	Attenuator for 91 Express Lanes	31,996.00	0.00	0.00
19-31-058-05	WSP	I-10 Toll Feasibility Study	120,000.00	0.00	120,000.00
25-18-058-00	GALLAGHER BENEFIT SERVICES, INC.	Classification/Compensation Studies	15,000.00	0.00	15,000.00
25-18-062-00	Ralph Andersen & Associates	Professional recruitment search for External Affairs Director	30,000.00	8,475.00	21,525.00
25-18-068-00	Eagle Leadership Group	Eagle Leadership Group -Training Academy	45,000.00	0.00	45,000.00
22-19-093-02	DebtBook	Add DebtBook Premium Support Services for three threes through June 2027.	7,500.00	0.00	7,500.00
16-31-023-02	IERCD	SR-91 CIP- one more season of habitat restoration	166,520.00	0.00	166,520.00
10-31-099	Stantec Consulting Services, Inc.	Traffic and revenue studies to support the 15/91 Express Transit Connector project.	200,000.00	0.00	200,000.00
25-67-106-00	Beacon Economics	Develop a forecast of potential sales tax revenues	88,000.00	21,300.00	66,480.00
PO No. 3394	ER Block Plumbing	Plumbing system maintenance	25,000.00	1,067.46	23,932.54
25-67-121-00	Fairbank, Maslin, Maullin, Metz & Associates (FM3).	Public survey services	97,500.00	0.00	97,500.00
25-31-095-00	CNLM	CNLM- Consulting Services	23,694.18	11,847.09	11,847.09
	AMOUNT USED		1,309,773.18		
	AMOUNT REMAINING through June 30, 2025		\$690,226.82		
Agreements that fall under Public Utilities Code 130323 (C)					
None	N/A		\$-	\$-	\$-
Linda Fakhouri Prepared by	Matthew Wallace Reviewed by				
Note: Shaded area represents new contracts listed in the forth quarter.					

AGENDA ITEM 6D

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Budget and Implementation Committee
FROM:	Amy Weston, Accounting Supervisor
THROUGH:	Sergio Vidal, Chief Financial Officer
SUBJECT:	Monthly Investment Report

STAFF RECOMMENDATION:

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

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

BACKGROUND INFORMATION:

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

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

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

The monthly investment report for May 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 May 31, 2025, total cash and investments in the Commission’s portfolio totaled approximately \$1.84 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS ¹
Operating	\$ 1,167,198,976
Trust	371,498,218
Commission-managed	237,855,602
STAMP for 91 CIP	60,398,992
Total	\$ 1,836,951,788
Note: ¹ Unreconciled and unaudited	

As of May 31, 2025, the Commission’s cash and investments are in compliance with 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.

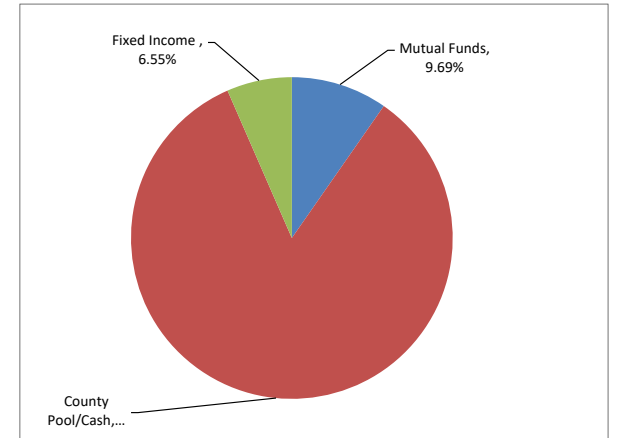
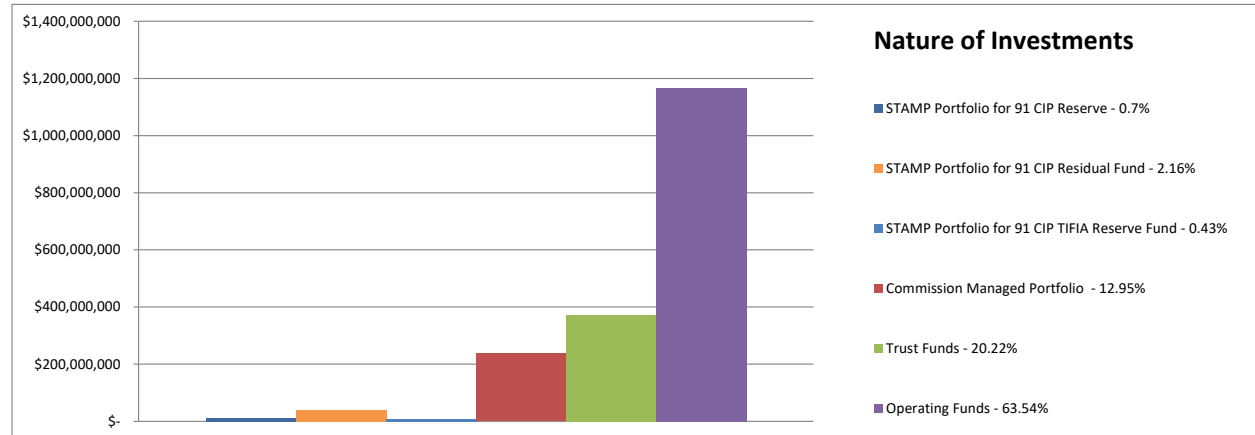
Attachment: Investment Portfolio Report

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

	STATEMENT BALANCE ¹	FINANCIAL INSTITUTION	STATEMENTS	RATING MOODY'S / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	38,728,104	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,128,470,872	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,167,198,976											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	371,498,218	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	371,498,218											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	59,919,177	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	177,936,425	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	237,855,602											
STAMP PORTFOLIO for 91 CIP												
2013 Series A & Series B Reserve Fund	12,896,900	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	39,608,211	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	7,893,881	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 91 CIP	60,398,992											
TOTAL All Cash and Investments	\$ 1,836,951,788											

Notes:

¹ Unreconciled and unaudited



AGENDA ITEM 6E

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Budget and Implementation Committee
FROM:	Amy Weston, Accounting Supervisor
THROUGH:	Sergio Vidal, Chief Financial Officer
SUBJECT:	Monthly Investment Report

STAFF RECOMMENDATION:

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

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

BACKGROUND INFORMATION:

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

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

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The monthly investment report for June 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 June 30, 2025, total cash and investments in the Commission’s portfolio totaled approximately \$1.8 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO		AMOUNTS ¹
Operating	\$	1,180,391,379
Trust		382,376,988
Commission-managed		180,097,573
STAMP for 91 CIP		61,079,798
Total	\$	1,803,945,738
Note: ¹ Unreconciled and unaudited		

As of June 30, 2025, the Commission’s cash and investments are in compliance with 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.

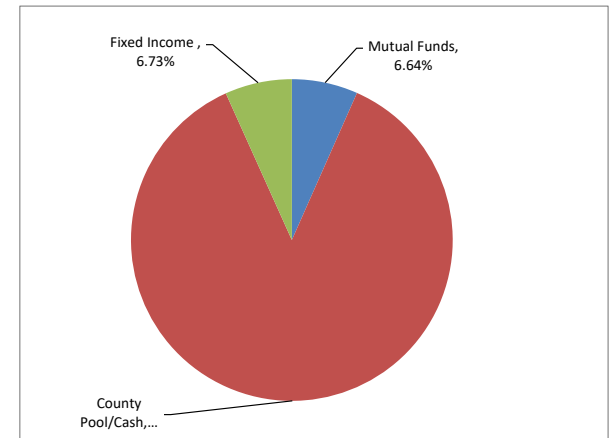
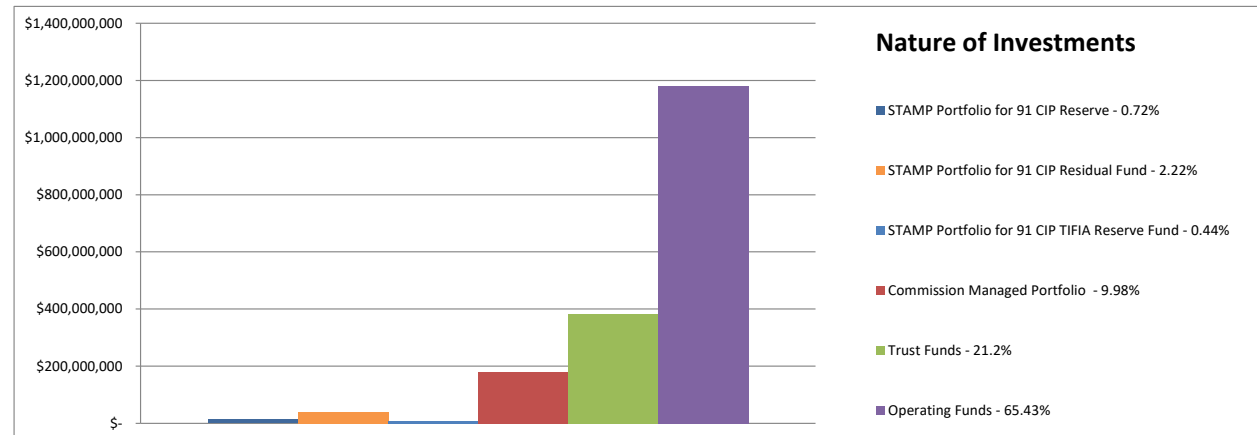
Attachment: Investment Portfolio Report

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

	STATEMENT BALANCE ¹	FINANCIAL INSTITUTION	STATEMENTS	RATING MOODY'S / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	42,121,865	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,138,269,514	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,180,391,379											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	382,376,988	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	382,376,988											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	60,358,274	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	119,739,299	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	180,097,573											
STAMP PORTFOLIO for 91 CIP												
2013 Series A & Series B Reserve Fund	13,038,602	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	40,060,500	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	7,980,696	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 91 CIP	61,079,798											
TOTAL All Cash and Investments	\$ 1,803,945,738											

Notes:

¹ Unreconciled and unaudited



AGENDA ITEM 6F

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	July 28, 2025
TO:	Budget and Implementation Committee
FROM:	Timothy Green, Senior Management Analyst Hector Casillas, Right of Way Manager
THROUGH:	Erik Galloway, Project Delivery Director
SUBJECT:	Resolution No. 25-005 Declaration of Real Property as Exempt Surplus Land

STAFF RECOMMENDATION:

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

- 1) Adopt Resolution No. 25-005 *“Resolution of the Riverside County Transportation Commission Declaring Pursuant to Government Code Section 54221 that Certain Real Property Owned by the Commission is Exempt Surplus Land, Approving the Form of Notice of Availability Therefore, Authorizing the Executive Director to Comply with the Surplus Land Act, and Finding the Foregoing Categorically Exempt from CEQA Review”*; and
- 2) As an Exempt Surplus Land, authorize the Executive Director to offer the surplus property for sale to the city of Riverside as part of the sale and land swap for the Third Street Grade Separation.

BACKGROUND INFORMATION:

The city of Riverside (City) is constructing a grade separation project at the railroad crossing on Third Street in downtown Riverside and is in need of Commission property to complete its project, map included as attachment 2. The grade separation will have Third Street go below the rail line and eliminate the existing at grade crossing. This reconfiguration of the street and tracks requires the City to acquire adjacent parcels to allow the construction of the grade separation and its final configuration.

The City requires a portion of Commission property located to the south of Third Street and east of the existing railroad tracks along Commerce Street. The Commission intends to extend the existing Metrolink layover facility within this property at a future date. Commission and City staff have been in close coordination and discussions through Project Development Team (PDT) meetings where the exact needs for both entities have been addressed. During the PDT’s adjacent land was identified to ensure the Commission’s future layover facility can be constructed.

As part of the project the City will vacate Commerce Street and convey a portion of this land to the Commission. Moreover, the impact on Commission property will be mitigated through the unmatched portion of the land being surplus and sold for the City’s project. This will allow the Commission to preserve the property for the future layover project on the remaining portion of

the Commission property and the vacated land of Commerce Street between Third Street and Mission Inn Avenue that is part of this transaction. Staff have performed concept engineering design of the layover facility and determined that the remaining Commission property along with the portion of vacated Commerce Street will provide the necessary space to accommodate the extension of the future Metrolink layover facility including all necessary utilities, equipment and storage. The City has made an offer of just compensation to the Commission for the necessary interests needed for the project.

A review of the Commission's real property listed below has determined it would be in the Commission's best interest to declare the parcels' surplus and offer them for sale to the City. The property was originally acquired by the Commission for rail right of way and is along the newly vacated Commerce Street between Third Street and Mission Inn Avenue. The following table summarizes the property proposed to be declared surplus.

APN(s)	Sq. Ft.	Location
211-021-028, 211-022-031, 213-212-018, 213-252-015	62,742	City of Riverside, County of Riverside (along Commerce Street between Mission Inn Avenue and 3 rd Street)

Process

Commission owns real property located along Commerce St. between Mission Inn Avenue and Third Street in the city of Riverside, California consisting of Assessor's Parcel Numbers (APN) 211-021-028, 211-022-031, 213-212-018, and 213-252-015, as further described and depicted in Exhibit "A" of the attached Resolution (Property).

The City approached the Commission about purchasing the Property for its Third Street Grade Separation Project. Therefore, staff would like to begin the processes to enable the Property disposition.

The California Surplus Land Act (Government Code Section 54220 et seq.) (the Act) requires all local agencies to prioritize affordable housing, as well as parks and open space, when disposing of surplus land. The Legislature updated the Act significantly in 2019 to expand its requirements. Before a local agency may dispose of land that is no longer necessary for its use, the land must be declared either surplus land or exempt surplus land, as supported by written findings.

For surplus land, the Commission must go through a formal process to offer the land to qualifying entities and negotiate with responsive parties. However, the Act contains exemptions for certain types of exempt surplus land where this formal process does not apply. One such exemption, pursuant to section 54221(f)(1)(D), applies to land that is transferred to another local governmental agency. This Property qualifies for this exemption under the Act because the Commission would transfer the Property to the City.

Adoption of the attached Resolution would declare the Property as exempt surplus land pursuant to the aforementioned exemption. The Resolution does not actually authorize any disposition yet.

Additionally, under the Department of Housing and Community Development's (HCD) Surplus Land Act Guidelines (Guidelines), which are promulgated pursuant to the Surplus Land Act (SLA), Commission must submit the adopted resolution to HCD at least 30 days prior to disposal so that HCD can review the exemption declaration. The attached Resolution authorizes this HCD submittal.


Staff will return to the Commission for approval before entering into a purchase and sale agreement for the properties, if necessary.

Staff request the Commission to declare the following parcels as exempt surplus property and authorize the Executive Director to offer the surplus property for sale to the City.

APN	Ownership Type	Vacant/Improved	Sq. Ft.
Portion of 211-021-018	Fee	Vacant	12,853
Portion of 211-021-028	Fee	Vacant	22,864
Portion of 211-022-031	Fee	Vacant	15,145
Portion of 213-212-015	Fee	Vacant	11,880

FISCAL IMPACT:

Upon sale of the above-mentioned properties, revenue for the Commission will be generated and deposited in the Measure A Western County Rail fund. The following table summarizes the revenue associated with this item and related fund source.

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2025/26	Amount:	\$1,283,000
Source of Funds:	Revenue			Budget Adjustment:	Yes
Project /GL Accounting No.:	652402 416 41608 0000 265 33 41204				\$1,283,000
Fiscal Procedures Approved:				Date:	07/18/2025

Attachments:

- 1) Resolution No. 25-005
- 2) Grade separation map

RESOLUTION NO. 25-005

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
PURSUANT TO GOVERNMENT CODE SECTION 54221
DECLARING THAT CERTAIN REAL PROPERTY ALONG
COMMERCE ST. BETWEEN MISSION INN AVENUE AND
THIRD STREET IN THE CITY OF RIVERSIDE (A PORTION
OF APNS 211-021-028, 211-022-031, 213-212-018, AND 213-
252-015) AS EXEMPT SURPLUS LAND, AND FINDING
THAT SUCH DECLARATION IS NOT A PROJECT SUBJECT
TO ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT**

WHEREAS, the Riverside County Transportation Commission (RCTC) owns property located along Commerce Street between Mission Inn Avenue and Third Street in the City of Riverside, California, consisting of a portion of APNs 211-021-028, 211-022-031, 213-212-018, and 213-252-015 as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the Property).

WHEREAS, RCTC is the fee simple owner of the Properties and the Properties are no longer necessary for RCTC's use.

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq. (the Act) applies when a local agency disposes of surplus land, which is defined in the Act as land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use. (Government Code section 54221(b)(1).

WHEREAS, the Act expressly does not apply to the disposal of exempt surplus land. (Government Code section 54222.3.)

WHEREAS, under the Act, exempt surplus land includes land that a local agency is transferring to another local, state, or federal agency for the transferee agency's use. (Government Code section 54221(f)(1)(D).

WHEREAS, the Act requires local agencies such as RCTC to declare certain real property they own as either surplus land or exempt surplus land, as supported by written findings, prior to any disposition of the real property.

WHEREAS, RCTC desires to transfer the Property to the city of Riverside (City), which is a local agency under the Act, so that the City may use the Property for its own agency's uses, subject to any applicable future California Environmental Quality Act review.

WHEREAS, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property.

WHEREAS, the Board of Commissioners has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the Act, based on the findings and justifications contained in this Resolution.

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

SECTION 1: The above recitals are true and correct and are a substantive part of this Resolution and findings of the Board of Commissioners.

SECTION 2: The Board of Commissioners hereby declares that the Properties are exempt from the Act as exempt surplus land pursuant to Government Code section 54221(f)(1)(D), based on the findings contained in this Resolution for the Properties, namely that RCTC intends to transfer the Property to City, another local agency, which the City may use for its own agency's uses, subject to any applicable future CEQA review. Furthermore, none of the characteristics listed under Government Code section 54221(f)(2) apply to the Property.

SECTION 3: This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (CEQA). This declaration as exempt surplus land does not predetermine or assume any specific future use of the Properties. Any proposed future use shall undergo appropriate CEQA review to evaluate environmental impacts and alternatives, as required by law. RCTC staff has determined that the mere designation of the Properties as exempt surplus and authorization for the Executive Director to comply with the Act do not qualify as a project as defined in State CEQA Guidelines section 15378. First, Section 15378 defines a project as an activity that has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. (State CEQA Guidelines, § 15378(a). Here, the action is to declare the Property as exempt surplus, which will not result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Accordingly, the action is not a project subject to CEQA. (State CEQA Guidelines, § 15060(c). Second, Section 15378 explicitly excludes from its definition of project the following: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment. (State CEQA Guidelines, § 15378(b)(5). The action to designate the Property as exempt surplus land constitutes an organizational or administrative activity that will not result in a physical change in the environment, and will not commit the agency to any specific development or project without subsequent CEQA compliance, and it therefore is not subject to CEQA. This Resolution does not constitute a binding commitment to any particular use of the Property and does not preclude consideration of alternatives or mitigation measures required by CEQA should a project arise in the future.

SECTION 4: The Executive Director or designee is hereby authorized and directed to send a copy of this Resolution to the California Department of Housing and Community Development in accordance with the requirements of Section 400(e) of the SLA Guidelines.

SECTION 5: If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or

otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 6: The Clerk of the Board shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the Board of Commissioners of the Riverside County Transportation Commission at a regular meeting held on the 13th day of August, 2025, by the following roll call vote:

Karen Spiegel, Chair,
Riverside County Transportation
Commission

ATTEST:

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

EXHIBIT A

Description and Depiction of the Property

EXHIBIT "A"
LEGAL DESCRIPTION

Fee Simple Interest
Por. 211-021-028
Por. 211-022-031
Por. 213-212-018
Por. 213-252-015
Address: RCTC to CITY

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Sections 23 and 24, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet to the **POINT OF BEGINNING** of the parcel of land to be described;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 65.95 feet to the Northwesterly line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;

Thence South 29°45'00" West, along said Northwesterly line, a distance of 69.00 feet;

Thence South 34°46'52" West, a distance of 242.81 feet;

Thence South 34°41'22" West, a distance of 67.85 feet;

Thence Southwesterly on a non-tangent curve concave Southeasterly, having a radius 3,807.83 feet, through an angle of 04°20'18", an arc length of 288.33 feet (the initial radial line bears North 55°35'38" West);

Thence South 30°01'22" West, a distance of 6.23 feet;

Thence South 29°56'27" West, a distance of 6.23 feet;

Thence South 29°52'14" West, a distance of 6.24 feet;

Thence South 29°48'43" West, a distance of 6.24 feet;

Thence South 29°45'54" West, a distance of 6.24 feet;

Thence South 29°43'48" West, a distance of 6.24 feet;

Thence South 29°42'23" West, a distance of 4.16 feet;

Thence South 29°41'52" West, a distance of 8.33 feet;

Thence South 29°41'34" West, a distance of 751.50 feet to the Northerly line of Mission Inn Avenue (formerly 7th Street) as shown on said Record of Survey;

Thence North 60°12'26" West, along said Northerly line, a distance of 32.89 feet to the Southeasterly line of Olive Street (now vacated) as shown by said map of the Town of Riverside, also being the Easterly line of the Jurupa Rancho as shown on said Record of Survey;

Thence North 29°44'39" East along said Easterly line of Jurupa Rancho, a distance of 1,434.44 feet to the **POINT OF BEGINNING**.

Area – 59,724 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

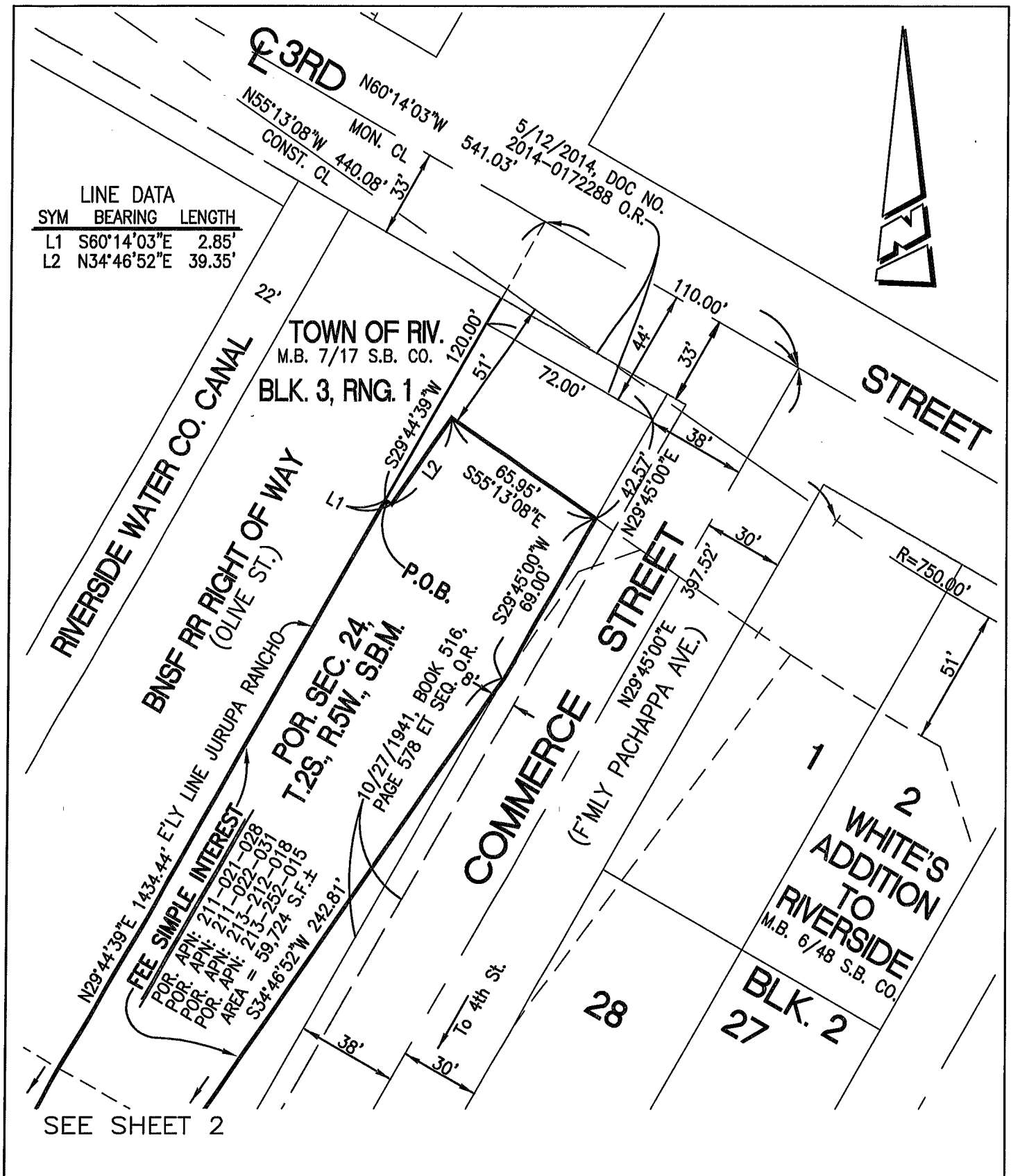
By: 

Eswin O. Vega, P.L.S. 9164

5/20/25

Date





• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

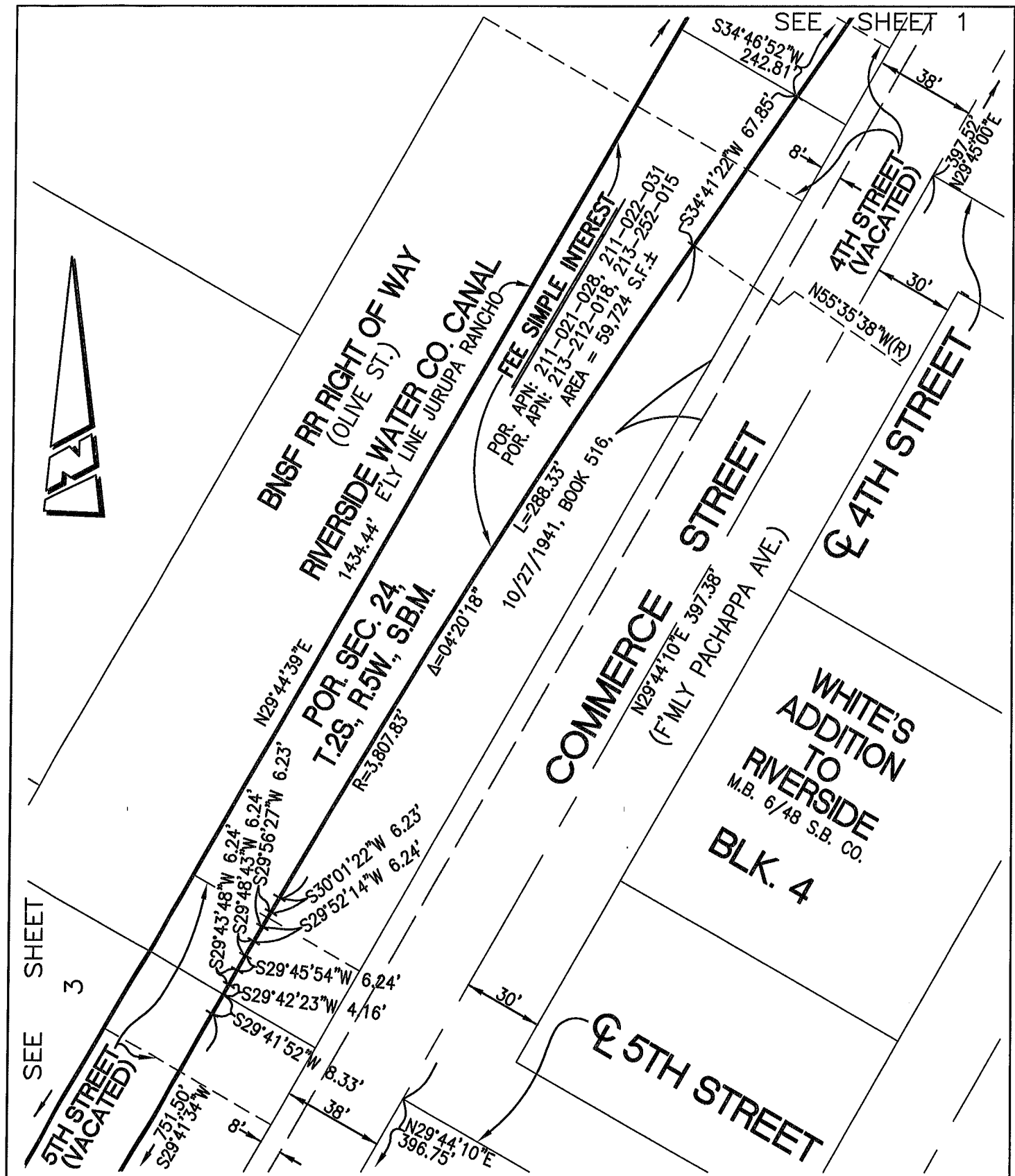
SHEET 1 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 12/11/24

SUBJECT: RCTC PAR. - APN 211-021-028 - 213-252-015



• CITY OF RIVERSIDE, CALIFORNIA •

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SHEET 2 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 12/11/24

SUBJECT: RCTC PAR. - APN 211-021-028 - 213-252-015



TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 6, RNG. 1

SEE SHEET 2

6TH STREET
(VACATED)

FEE SIMPLE INTEREST
POR. APN: 211-021-028, 211-022-031
POR. APN: 213-212-018, 213-252-015
AREA = 59,724 S.F.±

BNSF RR RIGHT OF WAY
(OLIVE ST.)
RIVERSIDE WATER CO. CANAL
N29°44'39"E
1434.44' E'LY LINE JURUPA RANCHO

POR. SEC. 23,
T.2S., R.5W., S.B.M.
S29°41'34"W 751.50'

10/27/1941, BOOK 516,
N29°45'20"E 412.35'
(F'MLY PACHAPPA AVE.)

COMMERCE STREET
N29°45'20"E 412.35'
(F'MLY PACHAPPA AVE.)

6TH STREET

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.

BLK. 8

49.50'
32.89'
72.00'
80.00'
N60°12'26"W
N60°12'26"W 540.71'

MISSION INN
AVENUE
(F'MLY 7TH ST.)

• CITY OF RIVERSIDE, CALIFORNIA •

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SHEET 3 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 12/11/24

SUBJECT: RCTC PAR. - APN 211-021-028 - 213-252-015

EXHIBIT "A"
LEGAL DESCRIPTION

Fee Simple Interest
Por. APN: 211-021-028
Address: RCTC Parcel

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 44.00 feet to the most Westerly corner of that certain parcel of land described in Grant of Easement to the City of Riverside by document recorded May 12, 2014 as Document No. 2014-0172288, Official Records of Riverside County, California, said corner being the **POINT OF BEGINNING** of the parcel of land to be described;

Thence continuing South 29°44'39" West, along said Southeasterly line of Olive Street (now vacated), a distance of 76.00 feet;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;


Thence South 55°13'08" East, a distance of 65.95 feet to the Northwesterly line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;

Thence North 29°45'00" East, along said Northwesterly line, a distance of 42.57 feet to the Northeasterly line of said Grant of Easement;

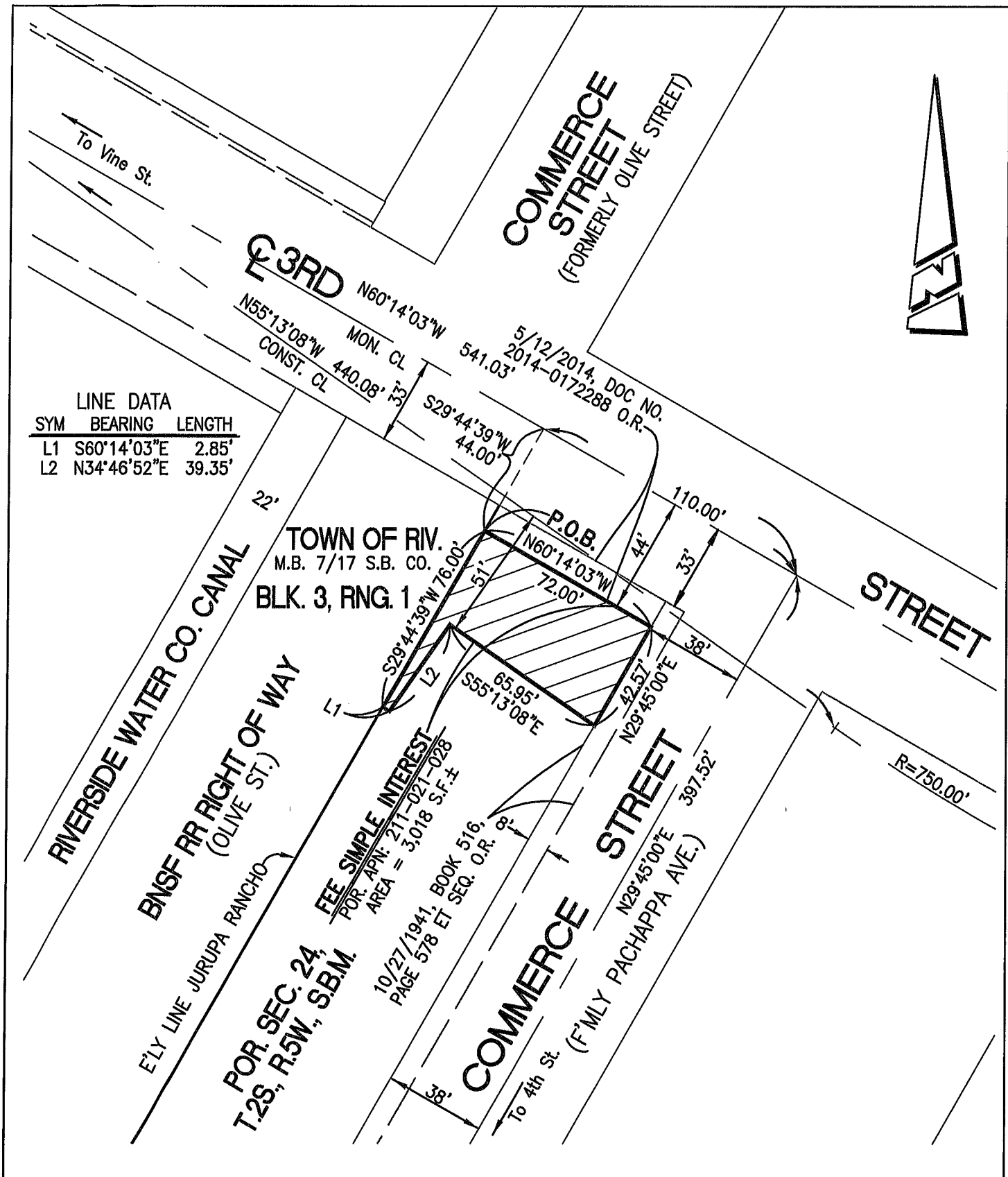
Thence North 60°14'03" West, along said Northeasterly line, a distance of 72.00 feet to the **POINT OF BEGINNING**.

Area – 3,018 S.F. more or less

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

By:  5/21/25
Eswin O. Vega, P.L.S. 9164 Date





• CITY OF RIVERSIDE, CALIFORNIA •

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SHEET 1 OF 1

SCALE: 1"=50'

DRAWN BY: EV

DATE: 12/11/24

SUBJECT: RCTC PARCEL - R/W - APN 211-021-028

4	210-190-013	48,286 SF
3	210-190-023	96,481 SF
15	211-021-001	39,878 SF
14	211-021-024	19,940 SF
22	211-022-026	19,874 SF
	TOTAL	224,469 SF

5	6	210-190-014	1,543.8F
12	11	210-190-020	3,430.8F
		211-021-003	655.8F
		211-021-004	581.8F
		211-021-005	713.8F
		211-021-023	19,486.8F
		211-021-027	2,654.8F
	2	213-060-026	7,199.8F
1	17	213-060-027	1,629.8F
		213-142-015	5,863.8F
18		213-142-028	5,859.8F
		213-142-030	5,543.8F
20		213-212-015	6,170.8F
21		211-022-003	842.8F
		TOTAL	82,369.8F

23	STREET R/W	44,021 SF
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15	211-021-001	1,814 SF
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24	STREET R/W	353 SF
30	STREET R/W	8,580 SF

7	210-190-016	653 SF
26	210-190-021	1,018 SF
12	211-021-003	2,082 SF
11	211-021-004	2,219 SF
10	211-021-005	2,163 SF
8	211-021-022	210 SF
13	211-021-023	5,996 SF
9	211-021-027	526 SF
16	211-021-028	3,844 SF
17	213-142-015	4,209 SF
25	213-142-023	5,742 SF
	TOTAL	25,590 SF

3	210-190-023	79,253 SF
4	210-190-013	9,250 SF

16	211-021-028	19,957 SF
27	211-022-031	14,828 SF
28	213-212-018	12,349 SF
29	213-252-015	11,977 SF
	TOTAL	59,108 SF



**ENGINEER IN
RESPONSIBLE CHARGE**



					C
					PRI CDI STR SUB TRP FAP
MARK	REVISIONS			APPR.	DATE

AGENDA ITEM 6G

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Budget and Implementation Committee
FROM:	Jonathan Marin, Senior Management Analyst
THROUGH:	Ariel Alcon Tapia, Public Affairs Manager
SUBJECT:	Quarterly Public Engagement Metrics Report, January – March 2025

STAFF RECOMMENDATION:

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

- 1) Receive and file the Quarterly Public Engagement Metrics Report for January - March 2025.

BACKGROUND

The Quarterly Public Engagement Metrics Report is a data-driven approach to monitoring the Commission's effectiveness of its digital communications efforts and providing transparency into how the Commission uses resources to engage with the public. The data featured in this report includes public sentiment, social media reach and engagement, website sessions, website referral sources, and other forms of engagement originating from the Commission's website, social media platforms, and alternative communication channels. These digital communication channels serve as a critical information link between Commission activity and members of the public.

Public Affairs staff leverage these communications channels to highlight the Commission's project delivery milestones, construction updates, public meetings, advocacy efforts, important alerts, investments made through voter-approved Measure A, and programs, services, and initiatives that affect Riverside County residents and stakeholders. During the past quarter, content was developed and published that featured critical 71/91 Interchange Project closure information, a public poll to repaint the Riverside-La Sierra Metrolink Station, and important alerts about text message scams affecting the toll lane customers.

Beginning with this report, the comparative analysis used to compare metrics will be modified to compare data against the same quarter in the previous year, instead of quarter vs. the immediate previous quarter like in past reports (with the exception of the 71/91 Interchange Project metrics; these will continue to be compared quarter vs immediate previous quarter). This change in comparative analysis will allow Public Affairs staff to account for factors that can better explain fluctuations in metrics like funding cycles, major holidays, and seasonal changes.

This report and the attached Public Engagement Metrics dashboards summarize the various public engagement activities during the first quarter of 2025, from January to March. The metrics presented in this report are compared against data from the first quarter of 2024, which can produce varying comparative results based on the level of activity that occurred during the past year.

This quarter's report includes two sets of data:

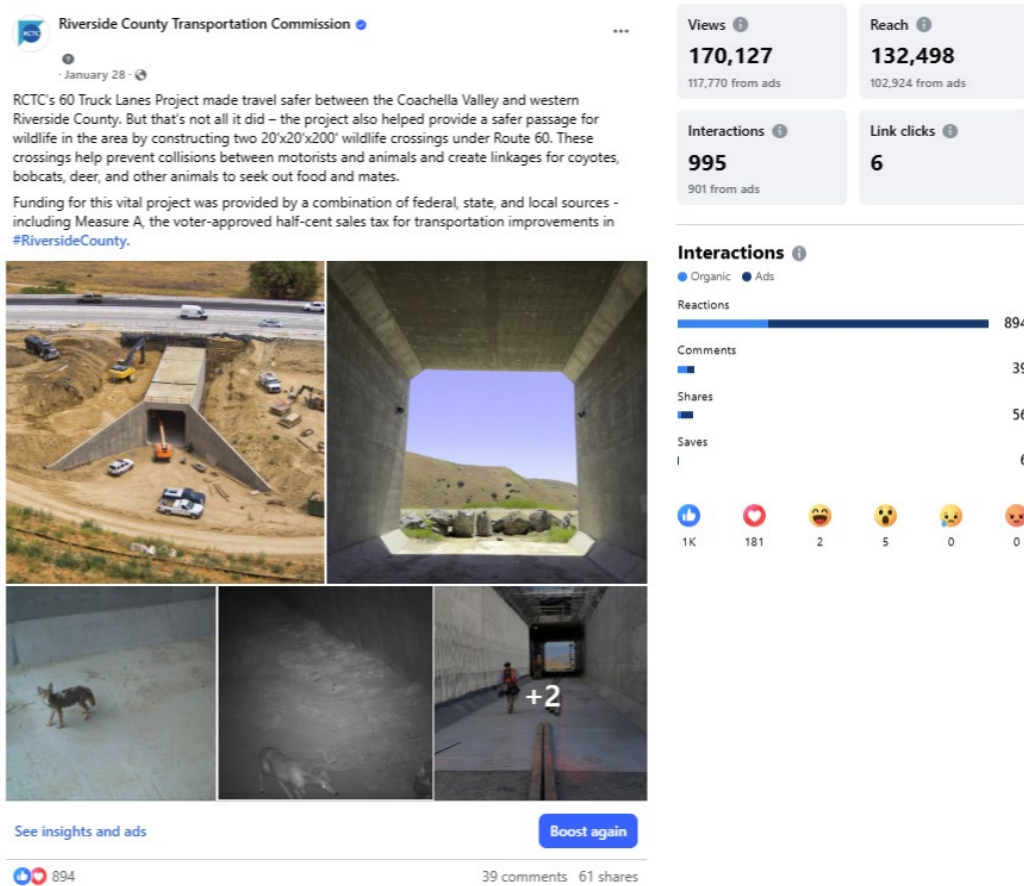
- 1) Metrics for RCTC's overall public engagement activities including public sentiment on social media; social media followers, engagement, and reach; newsletter activity and subscribers; website use and access; and top pages visited.
- 2) Metrics for RCTC's 71/91 Interchange Project including email activity, website sessions, and social media following.

RCTC Quarterly Public Engagement

Social Media

General public sentiment during the first quarter of 2025 was mixed. Content that spotlighted the construction of the 74/215 interchange, a poll on repainting the Riverside-La Sierra Metrolink Station, and recognition of a security guard's life-saving efforts garnered the highest levels of positive engagement during the past quarter. Posts announcing highway closures as part of the 71/91 Interchange Project received strong engagement with mixed sentiment.

A retrospective on the construction of wildlife crossings as part of RCTC's 60 Truck Lanes Project featured the highest level of engagement across the agency's social media channels. The post highlighted the benefits of the project to commuters and the region's wildlife, as well as the funding contribution by Measure A and was viewed over 170,000 times and reached 132,498 users.



Social media *engagement* measures the total interactions users have with posts, such as likes, comments, shares, and clicks, representing how audiences react and respond to content. *Reach* is the total number of unique users who see the content, indicating how many people had the chance to view the posts. Metrics for the first quarter of 2025 (versus first quarter of 2024) are highlighted in the table below:

Facebook	Q1 2024	Q1 2025	Difference
Followers	13,643	14,337	+694 (+5%)
Engagement	74,592	3,540	-71,052 (-95%)
Reach	927,231	627,601	-299,630 (-32%)

Instagram	Q1 2024	Q1 2025	Difference
Followers	4,073	5,086	+1,013 (+25%)
Engagement	43,601	1,263	-42,338 (-97%)
Reach	429,198	241,713	-187,485 (-44%)

During the first quarter of 2024, as part of extensive public outreach for RCTC's Traffic Relief Plan, a high volume of social media ads were placed to spread awareness about the Plan. Due to these ads, there is a large comparative decrease in total engagement and reach across the Commission's social media channels for the first quarter of 2025.

X, formally known as Twitter, no longer provides analytics without a paid subscription. This analysis will no longer be included in this report.

The Point E-Newsletter

Public Affairs staff continue to produce high quality content for the Commission's blog, *The Point*, by publishing stories that highlight the Commission's successes, project milestones and delivery, program funding, important alerts, and relevant community services and events.

Stories published in the first quarter of 2025 featured the recently launched Experience Metrolink program, Measure A funding for the City of Riverside's Panorama Road Quiet Zone Project, and new employer additions to RCTC's VanClub program. The story with the highest level of readership during this quarter was titled [Reminder: Toll Lane Phishing Scams on the Rise](#); covering the advent of text-based scams targeting individuals with fraudulent toll lane charges. This story was read 5,316 times.

The Point stories are compiled for the digital newsletter and distributed monthly to email and text subscribers. Newsletter metrics for the first quarter of 2025 (versus first quarter of 2024) are highlighted below:

The Point	Q1 2024	Q1 2025	Difference
Email Subscribers	6,964	8,183	+1,219 (+18%)
Text Subscribers	1,409	1,632	+223 (+16%)
Average Open Rate	46%	36.5%	-20.6%
Average Click Rate	4%	3.5%	-12.5%

Website

During the first quarter of 2025, 84,901 website sessions took place with 58,109 unique visitors. 45 percent of all website traffic originated from organic search results. Direct visits – typing in rctc.org – made up 29 percent of website sessions. Referrals from email links and external websites – 91 Express Lanes, city of Corona, and Go511 – were responsible for 11 percent of website visits; while visitors from paid digital ads, such as Google and Facebook, made up

8 percent. Links from social media channels accounted for the remaining 7 percent of this quarter’s web traffic. The most visited webpages during the past quarter were the 71/91 Interchange Project construction updates and closures page, followed by *The Point* text scam and I-15 Smart Freeway Pilot Project construction stories.

Website metrics for the first quarter of 2025 (versus first quarter of 2024) are highlighted in the table below:

RCTC.org	Q1 2024	Q1 2025	Difference
Website Sessions	144,542	84,901	-59,641 (-41%)
Unique Visitors	121,501	58,109	-63,392 (-52%)

A robust public outreach effort for the Traffic Relief Plan took place during the first quarter of 2024 and numerous digital ads were placed to spread awareness about the Plan and direct users to the website to learn more. As a result, there is a comparative decrease in website sessions and unique visitors for the first quarter of 2025.

71/91 Interchange Project Public Engagement

During the first quarter of 2025, nighttime closures of westbound 91 and southbound 71 took place in Corona, Chino, and Chino Hills as part of RCTC’s 71/91 Interchange Project. Staff coordinated with consultants for digital ad placements to spread awareness about the closures, as well as notifying stakeholders and subscribers through the project’s weekly construction updates.

The project’s digital engagement metrics for the first quarter of 2025 (versus fourth quarter of 2024) are highlighted in the table below:

71/91 Project	Q4 2024	Q1 2025	Difference
Email Subscribers	3,384	3,289	-95 (-3%)
Text Subscribers	2,287	2,406	+119 (+5%)
Webpage Visits	37,925	33,167	270,433 Lifetime Total
Emails to Team	16	6	118 Lifetime Total
Facebook Followers	1,959	2,078	+119 (+6%)
Instagram Followers	2,392	2,616	+224 (+9%)

In the past quarter, the project team cleaned up the database by removing bounce back emails accounts, which resulted in a 2.9 percent decrease in email subscribers.

FISCAL IMPACT:

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

Attachments:

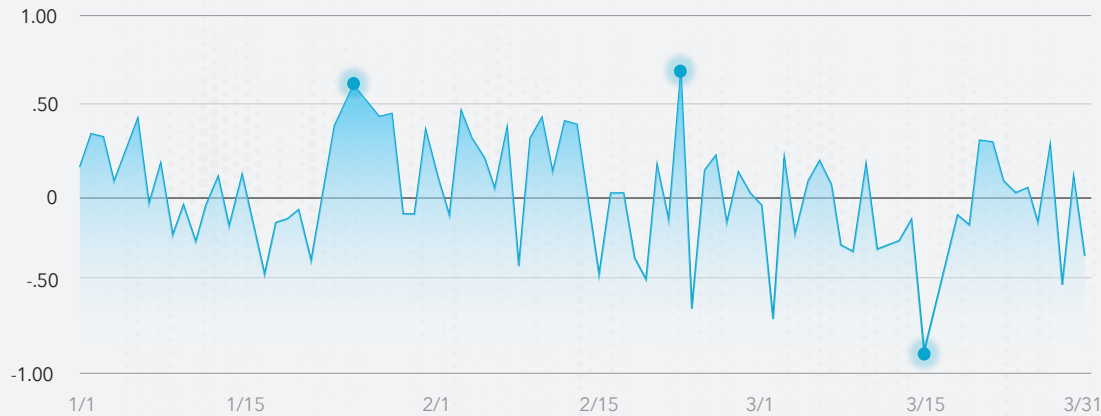
- 1) RCTC Quarterly Public Engagement Metrics Dashboard
- 2) 71/91 Interchange Project Quarterly Engagement Metrics Report



Public Engagement Metrics: Q1 2025

January - March

Public Sentiment



- 1/28** Positive sentiment and high engagement on post featuring wildlife crossings as part of RCTC's 60 Truck Lanes Project
- 2/21** Positive sentiment on a series of posts spotlighting Black innovators in transportation for Black History Month
- 3/15** Negative comments on a Traffic Relief Plan post

Social Media



Facebook

- 14,337**
Followers
+5% vs Q1 of 2024
- 3,540**
Engagement
-95% vs Q1 of 2024
- 627,601**
Reach
-32% vs Q1 of 2024



Instagram

- 5,086**
Followers
+25% vs Q1 of 2024
- 1,263**
Engagement
-97% vs Q1 of 2024
- 247,713**
Reach
-44% vs Q1 of 2024

Website

84,901

Total Sessions

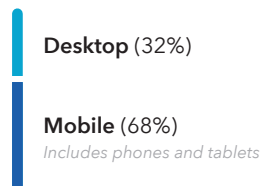
-41% vs Q1 of 2024

58,109

Unique Visitors

-52% vs Q1 of 2024

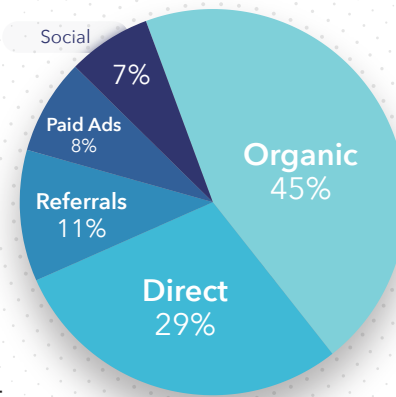
Sessions by Device



Top Pages Visited

- 1** 71/91 Interchange Project Construction Updates
- 2** The Point: Text Scam Story
- 3** The Point: I-15 Smart Freeway Pilot Project Construction

Sessions by Channel



External referrals originated from the 91 Express Lanes, City of Corona, and Go511 websites.

Newsletter

8,183

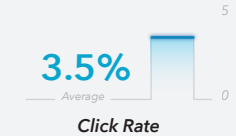
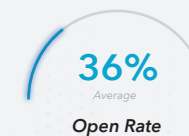
Email Subscribers

+18% vs Q1 of 2024

1,632

Text Subscribers

+16% vs Q1 of 2024



Most Read Story

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

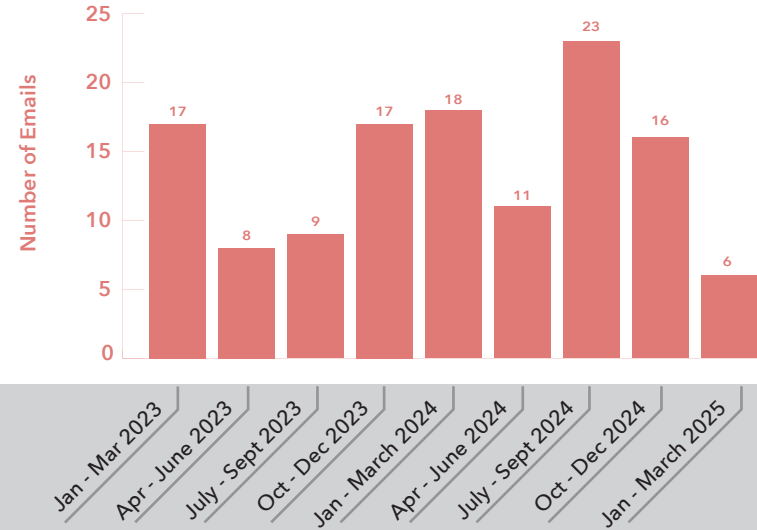
71/91 Interchange Project Quarterly "At-a-Glance" Metrics Report

January - March 2025

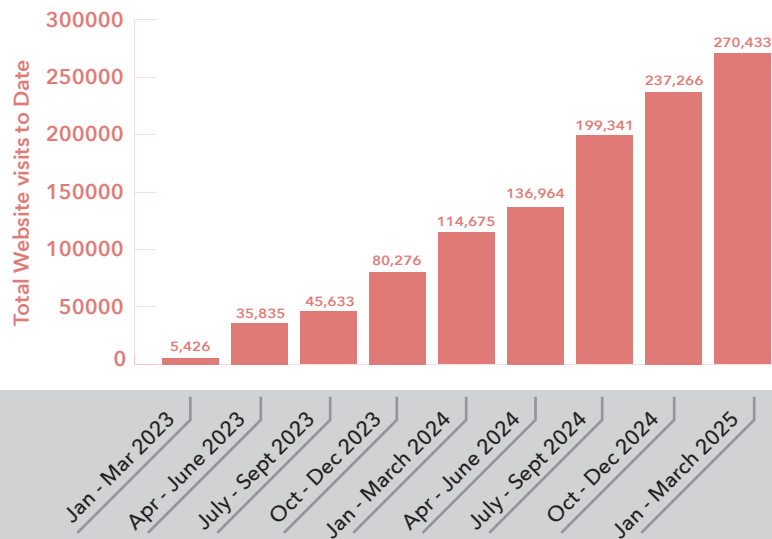
Email & Text Alert Sign-Ups



Emails to Project Team

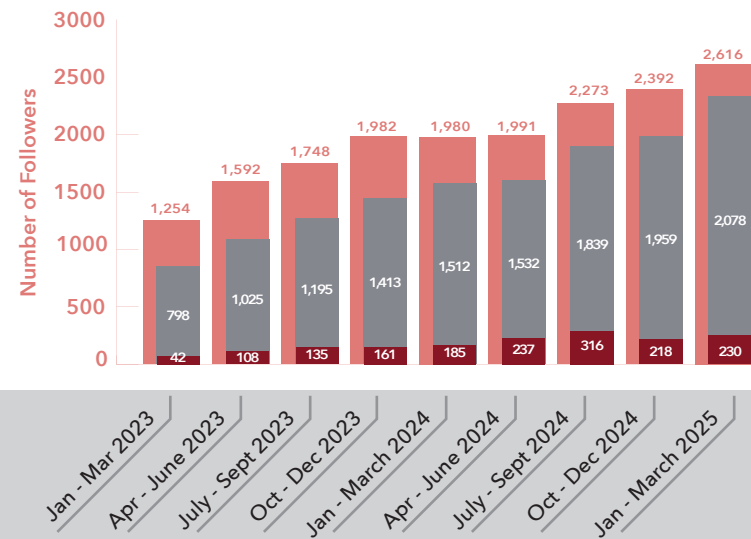


Website Sessions



Includes blog posts and the project, construction update, and closures webpages

Social Media Followers



AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Budget and Implementation Committee
FROM:	Jillian Guizado, Planning and Programming Director
THROUGH:	David Knudsen, Deputy Executive Director
SUBJECT:	Southern California Association of Governments 2025 Call for Projects: Riverside County Transportation Commission Project Ranking

STAFF RECOMMENDATION:

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

- 1) Approve the Riverside County Transportation Commission Project Ranking in Table 1, per the adopted RCTC Project Prioritization Framework; and
- 2) Authorize the Executive Director to submit the Project Ranking to the Southern California Association of Governments for inclusion in its overall project scoring and selection process.

BACKGROUND INFORMATION:

In 2022, the Southern California Association of Governments (SCAG), received a Corrective Action from the federal government. The Corrective Action determined that SCAG must use a competitive process for distributing federal formula funding, Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality (CMAQ). SCAG conducted its first call for projects (call) in 2024. SCAG launched its second call on March 31, 2025, and is still in progress.

SCAG's adopted guidelines for the call (Attachment 1) include a scoring criterion for county transportation commission (CTC) prioritization. This criterion required the Commission and the other SCAG-region CTCs to adopt county-specific project prioritization frameworks for scoring projects applying under the call. These scores are to be submitted to SCAG and added to the other scoring criterion which SCAG staff is responsible for evaluating. At its March 12, 2025, meeting, the Commission approved the RCTC Project Prioritization Framework (framework) (Attachment 2).

Federalized transportation projects require extensive collaboration and multiple levels of approval from Caltrans to attain project environmental clearance, meet Caltrans and FHWA project delivery requirements to utilize the federal dollars, and ensure federal funds are approved and spent on time and in accordance with federal regulations. Failure to meet these

federal funding requirements results in lost federal dollars for the region and provides opportunities for other CTCs to access the funds.

DISCUSSION:

By SCAG's May 16 application deadline, 17 applications had been submitted by 15 agencies in Riverside County, totaling approximately \$327.8 million in STBG and CMAQ fund requests. One of the 17 projects includes RCTC's application to secure additional funding for the Commission's Measure A-priority project, Interstate 15 Express Lanes Project Southern Extension.

The Commission established an evaluation committee comprised of one Commission staff member, a representative from the Coachella Valley Association of Governments, and the Commission's Technical Advisory Committee Chair from Cathedral City. The evaluation committee met on June 24 to discuss and score the 17 applications. By following the Commission-adopted framework, the evaluation committee reached a unanimous Project Ranking. Staff recommends the Commission approve the Riverside County Transportation Commission Project Ranking in Table 1 and authorize the Executive Director to submit the Project Ranking to SCAG for inclusion in its overall project scoring and selection process.

Table 1. Project Ranking

Agency	Project Name	RCTC Project Ranking	Funding Requested (\$1,000s)	Funding Type Requested
Coachella Valley Association of Governments	Coachella Valley Arts and Music Line	Highly Recommended	\$20,000	CMAQ
Indio	Interstate 10 Monroe Interchange Improvements	Highly Recommended	30,000	STBG
Riverside County Transportation Commission	I-15 Express Lanes Project – Southern Extension	Highly Recommended	120,000	STBG & CMAQ
Riverside Transit Agency	Purchase of 10 Replacement Zero-Emission Buses	Highly Recommended	7,000	CMAQ
Beaumont	Pennsylvania Avenue Grade Separation	Recommended	14,450	STBG & CMAQ
Coachella Valley Association of Governments	Regional Signal Sync Phase 4 in Rancho Mirage	Recommended	10,366	CMAQ
Hemet	East Meno Avenue Pedestrian Improvements and Bicycle Connectivity	Recommended	6,195	CMAQ
Indian Wells	Indian Wells Complete Street Bicycle & Safety Improvements	Recommended	9,600	CMAQ
Lake Elsinore	I-15 SR74 Interchange Improvement	Recommended	25,000	STBG
Menifee	McCall Boulevard/Interstate 215 Interchange	Recommended	25,000	STBG & CMAQ
Palm Desert	Traffic Management System Replacement	Recommended	885	CMAQ
SunLine Transit Agency	Solar Covered Parking and Electric Vehicle Charging Infrastructure	Recommended	10,623	CMAQ
Beaumont	California Ave Grade Separation Planning	Contingency List	4,500	STBG
Corona	Magnolia Avenue Widening Project	Contingency List	19,000	STBG
Murrieta	Keller Interchange	Contingency List	11,000	STBG
Wildomar	Bundy Canyon Road Improvement Project, Segment 3	Contingency List	10,400	STBG
Moreno Valley	Moreno MDP Storm Drain Lines H-1 and H-3	Not Recommended	3,735	STBG
TOTAL			\$327,754	

Table 2 summarizes how many projects fall within each SCAG-established category based on the Commission’s framework.

Table 2. Project Ranking Outcome for Riverside County Projects

	Coachella Valley	Western Riverside	Funding Requested (\$1,000s)
Highly Recommended	2	2	\$177,000
Recommended	4	4	102,120
Contingency List	-	4	44,900
Not Recommended	-	1	3,735
TOTAL	6	11	\$327,754

As indicated in the framework, applicants seeking CMAQ funding would receive points for providing a completed air quality analysis. This was done to improve the competitiveness of CMAQ-eligible projects (projects that improve air quality) in SCAG’s evaluation. Because performing air quality analyses can be quite technical, the Commission offered assistance to Riverside County applicants. Table 3 illustrates the impact this had on Riverside County CMAQ applications.

Table 3. Commission Support of CMAQ-eligible Projects

# of CMAQ-eligible Projects	# RCTC-supported Air Quality Analyses	Impact on Projects	Cost to RCTC
10	5	3 moved up from Contingency List to Recommended	\$3,375.00

Changes made to the Commission-adopted framework from the 2024 call to the 2025 call improved the percentage of projects from Riverside County being highly recommended and recommended. Ideally, this will make Riverside County projects more competitive in the region-wide competition and will help attract a greater share of the \$1.2 billion available in the 2025 call to be awarded in Riverside County. A comparison is made in Table 4.

Table 4. Comparison of Riverside County Projects by Recommendation Category

	2025 Call		2024 Call	
Highly Recommended	4	24%	2	15%
Recommended	8	47%	5	39%
Contingency List	4	24%	6	46%
Not Recommended	1	5%	-	-
TOTAL	17	100%	13	100%

After the Commission submits its Project Ranking, SCAG will evaluate and score all project applications following SCAG’s adopted STBG/CMAQ call for projects program guidelines. In addition to the CTC Prioritization score from the Commission, SCAG will score projects based on the following criteria: Regional Priorities, Federal Performance Management Areas, Community

Economic Development Benefits, and Air Quality Improvements and Cost Effectiveness. SCAG staff anticipates submitting the recommended list of projects to the SCAG Regional Council by the end of this calendar year.

FISCAL IMPACT:

This item has no fiscal impact to the Commission's adopted Fiscal Year 2025/26 budget.

Attachments:

- 1) SCAG-adopted STBG/CMAQ Program Guidelines
- 2) RCTC Project Prioritization Framework for SCAG's 2025 Call



FFY 2026-2027 & FFY 2027-2028 STBG/CMAQ PROGRAM GUIDELINES

Guidelines outlining the SCAG-administered project selection process in compliance with federal requirements for the Surface Transportation Block Grant program (STBG) and Congestion Mitigation and Air Quality Improvement program (CMAQ).

MARCH 2025

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FFY 2026-2027 & FFY 2027-2028

STBG/CMAQ Program Overview

The federal fiscal year 2026-2027 and federal fiscal year 2027-2028 Surface Transportation Block Grant program (STBG) and Congestion Mitigation and Air Quality Improvement program (CMAQ) Program Guidelines (FFY 2026-2027 & FFY 2027-2028 STBG/CMAQ Program Guidelines), scheduled for adoption by the SCAG Regional Council in March 2025, establish the framework for project selection and allocation of STBG and CMAQ funds within the SCAG region in accordance with 23 CFR § 450.332(c) et al.

Background

Planning and programming actions for federal formula-funded projects and programs are guided by the currently adopted and future iterations of the SCAG Regional Council-approved Connect SoCal 2024 Regional Transportation Plan/Sustainable Communities Strategy, Federal Transportation Improvement Program (FTIP), and Federal Performance-Based Planning and Programming and Transportation Performance Management requirements.

Connect SoCal 2024 provides the long-term vision and goals for how the SCAG region will build and support transformative transportation projects and initiatives. Connect SoCal 2024 was developed through extensive stakeholder engagement and robust policy discussions with local elected leaders. Connect SoCal 2024 demonstrates how transportation projects and programs in the six-county SCAG region conform to state of California and federal air quality mandates for funding eligibility. Connect SoCal 2024 also identifies strategies to reduce regional greenhouse gas emissions and criteria air pollutant emissions. An [FTIP](#) is prepared by a metropolitan planning organization to list projects to be funded from federal, state, and local sources for the next four-year period. By providing an orderly allocation of federal, state, and local funds for use in planning and building specific projects, the FTIP is a key component in the Connect SoCal 2024 implementation process. The FTIP is required to advance Connect SoCal 2024 by programming projects in accordance with federal and state requirements, including specific requirements for scheduling projects, funding, and the timely implementation of transportation control measures to reduce air pollution. The [2025 FTIP](#), which was federally approved on Dec. 16, 2024, applies to the STBG/CMAQ call for project nominations for federal fiscal year 2026-2027 and federal fiscal year 2027-2028. The federal fiscal year 2026-2027 through federal fiscal year 2031-2032 FTIP will be in effect by mid-December 2026.

Federal Transportation Performance Management Targets, adopted by the SCAG Regional Council, provide near- and mid-term anticipated outcomes for the transportation network. These inform and are informed by planning and programming actions.

Guidelines and Development Process

SCAG has worked closely with the six county transportation commissions in the region on the development of these guidelines. This coordination included several months of bi-weekly meetings to review each section of the guidelines for potential changes and improvements and circulating the draft guideline document for comment. SCAG will also host workshops open to all eligible applicants related to these guidelines in spring 2025.

Project Selection Process

Funding Availability

Prior to initiating a call for project nominations, SCAG evaluates the availability of STBG and CMAQ funding. The current call for project nominations primarily makes funding available from apportionments for federal fiscal years 2026-2027 and 2027-2028. The current federal surface transportation authorization, the Infrastructure Investment and Jobs Act, is in effect through September 2026. Therefore, funding availability for the call for project nominations is subject to a subsequent congressional reauthorization or continuing resolution.

Other considerations in determining funding availability for the call for project nominations may include programming adjustments for previously awarded projects, prior year obligation authority (OA) activity, de-obligations, OA loan repayments, and set-asides for SCAG-selected regional planning activities that would support planning priorities led by SCAG or in partnership with the county transportation commissions (i.e., eligible planning activities that advance implementation of Connect SoCal and performance-based planning and programming in the SCAG region). This is consistent with the initial set of STBG/CMAQ Program Guidelines approved by the SCAG Regional Council in June 2023. These and other administrative processes will be further detailed in SCAG's Administrative Programming Procedures for federal transportation funds. Additionally, use of these funds will be documented in the annual SCAG Overall Work Program and FTIP, as appropriate.

The balance of STBG and CMAQ funding available for programming will be directed through a competitive call for project nominations administered by SCAG, through which SCAG selects projects in coordination with the SCAG region's six county transportation commissions. SCAG is responsible for the development of the call for project nominations process, oversight, and final project selection. SCAG has established performance-based nomination targets to guide the nomination submittals from each county within the SCAG region. The targets do not represent a guaranteed funding level, a nomination floor, or a nomination ceiling.

Exhibit 1 Program Target Percentages

County	CMAQ Target Percentage	STBG Target Percentage
Imperial County	0.6%	1.2%
Los Angeles County	54.8%	53.3%
Orange County	17.3%	17.1%
Riverside County	12.7%	11.8%
San Bernardino County	11.3%	12.2%
Ventura County	3.3%	4.3%

STBG and CMAQ funds are subject to the Timely Use of Funds provisions outlined in Assembly Bill 1012 (Chapter 783 of the Statutes of 1999). Obligation deadlines for these apportionment years are outlined in the table below.

Exhibit 2 Federal Fiscal Year Obligation Deadline

Federal Fiscal Year	2026-2027	2027-2028
Obligation deadline	9/30/2029	9/30/2030

Call for Project Nominations

ROLES AND RESPONSIBILITIES

SCAG will conduct a call for project nominations, provide guidance, identify available funding, perform project evaluations, develop a list of prioritized projects, and conduct the SCAG board review and approval process.

The county transportation commissions are responsible for developing their Project Prioritization Framework to guide their evaluation of all applications within their respective county. These evaluations will result in a prioritization ranking. Please see [Appendix A](#) for more information regarding the County Transportation Commission Prioritization Framework.

ELIGIBLE APPLICANTS

In general, SCAG region cities, counties, transit agencies, federally recognized Tribal governments, and county transportation commissions are eligible to apply for STBG and CMAQ funds. Though an existing federal-aid master agreement is not required to apply, implementing agencies awarded funding must be eligible for, and have a federal-aid master agreement in place with, the California Department of Transportation (Caltrans) prior to having awarded funds programmed in the FTIP. This provision might not apply to funds that will be requested for transfer to the Federal Transit Administration (FTA). Projects considering FTA transfer might need to coordinate with the county transportation commission regarding roles and responsibilities, as the FTA will only accept transfer applications from recognized transit operators.

SCAG encourages potential applicants to review the Caltrans document [Factors to Consider Before Applying for Federal Funds](#). This document presents several common challenges that arise due to specific requirements, regulations, and procedures associated with federal funding. Examples include adhering to federal regulations related to environmental assessments, labor laws, Disadvantaged Business Enterprise participation, Title VI, and quality control and assurance measures.

Each county transportation commission is responsible for coordination and submission of project nominations to SCAG from eligible entities from their respective counties. SCAG encourages each county transportation commission to coordinate with SCAG and other affected county transportation commissions on project nominations for multi-county projects and to support multi-county agency projects such as Caltrans, the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, and the Southern California Regional Rail Authority.

ELIGIBLE PROJECTS

Projects must be eligible for STBG or CMAQ funds, as detailed in 23 USC Sec. 133, 149, et al.

Additional federal guidance is available below:

[STBG Federal Guidance](#)

[CMAQ Federal Guidance](#)

Consistent with Connect SoCal 2024 goals and strategies and Federal Performance Measure Goals, projects should be used for activities related to the following primary project categories **and have a clear transportation nexus**:

Tier 1 Regional Priorities

- Clean Transportation – alternative fuel and zero-emission vehicles/buses, infrastructure, and equipment investments that reduce criteria pollutant emissions.
- Resilience of At-Risk Infrastructure – projects that improve the resilience of infrastructure at risk from extreme weather events, natural disasters, or changing conditions, such as coastal erosion, to improve transportation and public safety and reduce costs by avoiding future maintenance or rebuilding costs.
- Transit and Multimodal Integration – support increasing public transit ridership, new or upgraded public transit facilities, operating assistance to sustain or expand service (subject to applicable CMAQ limitations), microtransit, fare subsidies, also including public transit safety and security projects.
- Transportation Demand Management (TDM) – TDM activities to reduce single-occupancy vehicle use, including carshare, vanpool, and shared micromobility. Projects to enhance travel and tourism.
- Transportation System Management and Goods Movement – highway or local roadway projects that improve traffic flow, optimize truck and bus throughput, or increase travel time reliability. Includes Intelligent Transportation Systems (ITS), truck parking facilities, and on-dock rail projects.

Tier 2 Regional Priorities

- Complete Streets – complete streets projects to enable safe use and mobility for all users.
- Natural Lands Preservation – projects that support the preservation of, and access to, natural lands.
- System Preservation – projects that maintain existing transportation systems and facilities.

Examples of projects that fall into each of these primary project categories are included in [Appendix B](#). These primary project categories were derived from the [Connect SoCal 2024 goals and strategies](#). The tiers were informed by the [2024-2025 SCAG Presidential Priorities and Objectives](#), which included goods movement, transit recovery, clean transportation technology, and transportation demand management strategies. The resilience of at-risk infrastructure primary project category is included in Tier 1 because of the impacts on transportation infrastructure from recent wildfire and coastal erosion events across the region.

ELIGIBLE COSTS AND MATCHING REQUIREMENTS

Final eligibility determinations are subject to review and approval by Caltrans and the Federal Highway Administration (FHWA). As a result, certain components within an eligible project may be deemed ineligible for reimbursement for a specific fund source. SCAG intends to recommend that some projects be funded with a combination of STBG and CMAQ funds to address this issue. However, applicants should also consider exceeding the local match or locally funding contingency to fully fund the project, where components may be deemed ineligible.

Matching requirements for STBG and CMAQ funds are dependent on project type, but most require a minimum of 11.47 percent match in non-federal funds. Tolling projects require a higher 20 percent local match. Toll credits are eligible to be used as a match for STBG and CMAQ funds, which can increase the federal share to 100 percent. However, due to limited availability of toll credits, project applicants should be prepared to provide a local match source in the event toll credits are not available for STBG and CMAQ funds. More information regarding matching funds is outlined in [Caltrans' Local Assistance Procedures Manual Chapter 3: Project Authorization](#).

Applicants should also consult their county transportation commissions for the possibility of additional matching requirements that may be incorporated as part of their Project Prioritization Framework.

Application Process

Through the STBG/CMAQ call for project nominations process, SCAG will select projects nominated from eligible applicants that meet federal requirements, align with Connect SoCal 2024 goals and strategies, and reflect county priorities. All applicants should follow best practices related to virtual and in-person outreach and engagement, which will be evaluated at the project level. SCAG strongly encourages applicants to engage transportation system users, residents, and community-based organizations to ensure communities are meaningfully involved throughout the lifecycle of the project.

All eligible applicants will submit project nominations via the SCAG portal. Project nominations will be subject to the respective county transportation commission's Project Prioritization Framework. The county transportation commissions will then apply their approved Project Prioritization Framework to project nominations submitted within their county and develop project prioritization packages for SCAG's consideration during final project selection.

Exhibit 3 Project Selection Timeline

Project Selection Milestone	Date*
Regional Council adopts Program Guidelines	March 6, 2025
Workshops	March 12 and March 18
Project nominations open to local agencies	March 31, 2025
Local agency project nomination application submission deadline	May 16, 2025, at 5 p.m.
County transportation commission project prioritization packages deadline	Aug. 1, 2025, at 5 p.m.
Regional Council awards funding	Nov. or Dec. 2025

**Actual dates subject to change*

Regional Project Evaluation

SCAG staff will form a review committee composed of a multidisciplinary group of staff members. The review committee will conduct the regional project evaluation process to review the nomination packets provided by the county transportation commissions and develop a recommended list of projects for adoption by the SCAG Regional Council. This process will consist of the following steps:

1. **Confirm Eligibility:** SCAG staff will review submitted documentation to ensure county transportation commission, potential implementing agency, and project compliance with applicable federal and regional policies. Screening will include a review to ensure consistency with Connect SoCal 2024. Any issues identified will be communicated to county transportation staff and the applicant contact, and projects with unresolved issues will be excluded from further consideration.
2. **Scoring Criteria:** Eligible projects can achieve up to 110 points for projects submitted for potential CMAQ funding and up to 100 points for projects submitted for STBG funding. The review committee will score projects using the following rubric:

Exhibit 4 Scoring Criteria

Scoring Criteria	Possible Points
County Transportation Commission Prioritization: Relative county transportation commission project prioritization. Please refer to Appendix A for more information.	50 Points
Regional Priorities: Based on primary program category. Please refer to Appendix B for more information.	20 Points
Federal Performance Management Areas: Assessment of the degree that the proposed project demonstrates support for FHWA Federal Performance Management areas: <ul style="list-style-type: none"> • Performance Management Area 1 - Transportation System Safety • Performance Management Area 2 - National Highway Pavement and Bridge Condition • Performance Management Area 3 - National Highway System Performance • Performance Management Area 3 - Freight Movement • Performance Management Area 3 - CMAQ Program • Transit Asset Management • Transit System Safety Please refer to Appendix C for more information. Please also refer to Section 7 of the Connect SoCal 2024 " Performance Monitoring Technical Report " for additional information.	20 Points
Community Economic Development Benefits: Assessment of project benefits to populations living in Areas of Persistent Poverty and Historically Disadvantaged Communities. Please refer to Appendix D for more information.	10 Points
Air Quality Improvements and Cost-Effectiveness: For CMAQ-eligible projects, projects will be evaluated on cost-effectiveness relative to similar projects. Particulate matter 2.5 reducing projects will receive additional points.	10 Points

The review committee will score each project using the criteria outlined in [Appendix E](#).

3. **Project Ranking Process:** Candidate projects will be ranked according to their average review committee score. To ensure that high performing air quality improvement projects are prioritized for CMAQ funding, SCAG staff will first develop a recommended list of eligible projects for CMAQ funding using the comprehensive rubric rankings as well as projects identified as seeking CMAQ funding. (All eligible projects scored with a maximum possible score of 110 points and ranked from highest to lowest score.) In developing this list, SCAG will consider if project elements may not be eligible for CMAQ funds and should be considered for STBG funding.

All remaining projects, including CMAQ-eligible projects not recommended for funding using this first method, will then be ranked with the air quality improvement portion of the rubric score excluded. (All remaining projects scored with a maximum possible score of 100 points and ranked from highest to lowest score.) The latter rankings will be used by SCAG staff to develop a recommended list of projects for STBG funding.

Once the lists are developed, they will be shared with the air quality districts to obtain input on the projects selected for potential CMAQ funding. This will fulfill SCAG's requirement to involve the local air quality districts. SCAG may also consult with Caltrans and others as applicable.

4. **Program Balancing:** Candidate projects will be initially prioritized according to their ranking as described above. However, to achieve programmatic investment thresholds and ensure a balanced program of projects, SCAG staff may adjust project prioritization based on the relative STBG or CMAQ availability and overall program balancing for a variety of project types and regional diversity.

Project scores will be converted into recommendation categories (i.e., Highly Recommended, Recommended, Contingency List, and Not Recommended) prior to publishing the recommended program of projects. To achieve an overall Highly Recommended determination, projects must achieve a score of at least 90 points. To achieve an overall Recommended determination, projects must achieve a score of at least 75 and less than 90 points. To be considered for the Contingency List, projects must achieve a score of at least 65 points. Depending on availability of STBG and CMAQ funds, projects may move between the Recommended list and the Contingency List. Using this process, SCAG staff will develop a draft program of recommended (Highly Recommended and Recommended) and Contingency List projects for SCAG Regional Council adoption. Projects that achieve a score of less than 65 will be determined to be Not Recommended.

5. **Program Approval:** The SCAG Regional Council will consider the recommended STBG and CMAQ projects. Projects approved by the SCAG Regional Council for funding will be eligible for programming in the FTIP.

If high scoring projects (Highly Recommended and Recommended) are not fully funded or not selected due to funding constraints, they will be prioritized for future funding opportunities as additional programming capacity becomes available for STBG and CMAQ programs prior to the next scheduled call for project nominations process. Contingency List projects will be considered after high scoring projects for future funding opportunities if additional programming capacity becomes available for STBG and CMAQ programs prior to the next scheduled call for project nominations process.

Approved Projects, Federal Programming, and Monitoring

All projects approved by the SCAG Regional Council for STBG and CMAQ funding must be programmed in the FTIP consistent with adopted FTIP Guidelines. Transportation Conformity Regulations require that projects programmed in the FTIP be included in a conforming Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Therefore, projects that require modeling or inclusion in an RTP/SCS amendment may not be programmed until conformity requirements are met. Approved projects that meet eligibility for transfer to the FTA should consult the FTIP Guidelines and [Chapter 3 of the LAPM](#). Local agencies should work with their county transportation commission to program approved funds in the FTIP. For additional FTIP information, please refer to the latest adopted [2025 FTIP Guidelines](#) approved by the SCAG Regional Council in November 2023.

Following FTIP approval, agencies will need to work with their Caltrans Local Assistance District to prepare the Request for Authorization (RFA) package. For more information on the RFA process, please refer to the Caltrans [Local Assistance Procedure Manual](#) and [Exhibits](#). All projects approved for STBG and CMAQ funds must obligate by the deadline. Delays, advancements, and scope changes are subject to SCAG approval.

To ensure the timely use of federal funds, SCAG will collaborate with Caltrans, county transportation commissions, local jurisdictions, and transit operators to ensure federal funding requirements and deadlines are met and funds are not lost to the region. Additionally, SCAG will prepare and submit annual obligation plans to Caltrans, monitor federal fund obligations, overall federal funding levels, and apportionment and OA balances.

Appendix A

County Transportation Commission Project Prioritization Framework

The county transportation commissions will each develop a Project Prioritization Framework outlining how project nominations submitted within the county will be prioritized for funding as part of the final SCAG selection. As part of the development of a county transportation commission's Project Prioritization Framework, the commission may choose to collect high-level solicitations of interest from eligible applicants, conduct interested applicant consultations, or other outreach and engagement to inform the Project Prioritization Framework.

County transportation commissions may opt to include supplemental questions as part of the project nomination application. These supplemental questions are subject to the Project Prioritization Framework, which will directly inform the county transportation commission's prioritization ranking.

SCAG requires each county transportation commission to inform and engage eligible applicants from their respective county on the county transportation commission's Project Prioritization Framework and SCAG's call for project nomination process to maximize project impact and advance collaborative policy goals.

At a minimum, county transportation commissions must incorporate the following regional criteria into their Project Prioritization Framework:

- **Eligibility:** County transportation commissions will screen potential implementing agencies and projects for eligibility with federal and regional requirements. Projects must be eligible for STBG or CMAQ funds, as detailed in 23 USC Sec. 133, 149, et al.
- **County Priorities:** County transportation commissions are expected to develop a prioritization framework that considers applicable county-level plans, policies, and objectives.
- **Community/Stakeholder Engagement:** County transportation commissions should prioritize project nomination applications with demonstrated community support. Community support can be determined through a variety of means, such as responses to public outreach, including comments received at public meetings or hearings, feedback from community workshops, survey responses, plan development, etc.
- **Deliverability and Readiness:** County transportation commissions should evaluate potential implementing agencies and projects for deliverability issues. Commissions should consider if potential implementing agencies have sufficient capacity and technical expertise to meet deadlines. Commissions should encourage projects with demonstrated readiness within the programming period.

Each county transportation commission's Project Prioritization Framework must receive concurrence from SCAG staff as well as approval by the county transportation commission's chief executive officer (CEO) and/or governing board. A draft copy of the project prioritization framework for SCAG comment and concurrence should be provided by March 24. County transportation commissions will be required to provide SCAG with a final copy of the framework and documentation of CEO and/or governing board approval.

County transportation commissions will also be required to inform and distribute the applicable Project Prioritization Framework to eligible applicants in their jurisdiction following approval by the respective governing board and/or CEO. Additionally, county transportation commissions will be required to publish

the approved Project Prioritization Framework and identify a staff contact on their webpage for ease of access by eligible applicants.

County Transportation Commission Project Prioritization Packages

After completing the County Transportation Commission Prioritization Framework, county transportation commissions should submit project nominations and associated documentation to SCAG for evaluation and project selection. Project nomination lists must be approved by the county transportation commission CEO and/or governing board prior to submission to SCAG. Extensions may be granted on a case-by-case basis. Project prioritization packages must include the following elements:

- **County Transportation Commission Project Nomination List:** Complete list of eligible project nominations received for STBG and/or CMAQ funds, identifying the county transportation commission prioritization designation according to approved Project Prioritization Framework.
- **CEO or Governing Board Approval:** Letter from the county transportation commission's CEO or documentation of governing board approving the project nomination list in accordance with the approved Project Prioritization Framework.
- **Outreach Documentation:** Materials verifying county transportation commission compliance with outreach requirements for Project Prioritization Framework.

Appendix B

Project Examples by Category

These primary project categories were derived from the [Connect SoCal 2024 goal areas and strategies](#). The tiers were informed by the [2024-25 SCAG Presidential Priorities and Objectives](#), which included goods movement, transit recovery, clean transportation technology, and transportation demand management strategies. The resilience of at-risk infrastructure primary project category is included in Tier 1 because of the impacts on transportation infrastructure from recent wildfire and coastal erosion events across the region. Examples of projects that may fall into each of these primary project categories include, but are not limited to, the following:

TIER 1 REGIONAL PRIORITIES

Clean Transportation

- Government-owned non-transit alternative fuel and zero-emission fleets that reduce criteria pollutant emissions.
- Publicly available alternative fuel and zero-emission vehicle fueling and charging infrastructure and equipment that reduce criteria pollutant emissions.
- Alternative fuel and zero-emission bus capital purchase that reduce criteria pollutant emissions.
- Charging and fueling infrastructure and equipment for alternative fuel and zero-emission buses that reduce criteria pollutant emissions.
- Medium- and heavy-duty alternative fuel and zero-emission conversion.

Resilience of At-Risk Infrastructure

- Projects that improve the resilience of infrastructure at risk from extreme weather events, natural disasters, or changing conditions, such as coastal erosion, to improve transportation and public safety and reduce costs by avoiding future maintenance or rebuilding costs.
- Protective features (including natural infrastructure) to enhance the resilience of an eligible transportation facility.
- Resilience and adaptation projects and plans eligible under STBG and CMAQ guidance.

Transit and Multimodal Integration

- Transit plans
- Public transportation agency safety plans
- Comprehensive multimodal corridor plans
- Dedicated bus lanes
- Transit facilities – new/rehab/replacement
- Transit safety and security projects
- Conventional vehicle replacements
- Fleet expansion
- Microtransit
- Operations (subject to CMAQ new-project limitations)

- Free- or reduced-fare programs
- Fare integration programs
- Transit signal priority
- Bus stop and rail station improvements
- Universal basic mobility
- Mobility hubs

Transportation Demand Management (TDM)

- Parking – Park and rides, parking pricing
- Ridesharing – vanpool coordination
- Carsharing
- Shared micromobility (bikes and scooters)
- Congestion pricing
- Employer-based strategies (telework)
- Freight TDM strategies
- Curb space management
- Projects to enhance travel and tourism

Transportation System Management and Goods Movement

- Freight and goods movement plans
- Congestion management plans
- New capacity managed lanes (HOV, toll, bus only)
- Managed lanes conversions (HOV, toll, bus only)
- Truck-only lanes
- Truck parking facilities
- New grade separation (rail or roadway)
- Traffic signalization
- Intersection improvements
- Port-related equipment and vehicles
- Port electrification activities
- On-dock rail
- Interchange reconfigurations
- Signal synchronization
- ITS elements

TIER 2 REGIONAL PRIORITIES**Complete Streets**

- Complete streets plans
- Active transportation plans
- Local roadway safety plans

- Bicycle and pedestrian facilities and programs, including Class I, II, IV bike facilities
- Complete streets and sustainable streets improvements
- Roundabouts

Natural Lands Preservation

- Wildlife crossings
- Projects and strategies designed to reduce the number of wildlife-vehicle collisions
- Eligible recreational trail projects including maintenance and restoration of existing trails
- Bike and pedestrian access to open space and parks

System Preservation

- Standalone pavement rehabilitation
- Off-system (local) bridge rehabilitation
- Maintenance of existing transportation systems and facilities

Appendix C

Federal Performance Management Areas

Transportation performance management uses system information to make investment and policy decisions to achieve national performance goals. FHWA established national performance measures, target-setting guidance, and reporting requirements for the monitoring of highway performance through three performance management areas:

- **Performance Management Area 1:** Transportation System Safety
- **Performance Management Area 2:** Pavement and Bridge Condition (National Highway System)
- **Performance Management Area 3:** National Highway System, Freight Movement, and CMAQ Program Performance

In addition to the three performance management areas, federal performance measures and reporting requirements were also established for transit asset management (TAM) and transit system safety. Performance metrics for TAM focus on the maintenance of the regional transit system in a state of good repair. Transit system safety performance monitoring assesses the number of transit incidents resulting in fatalities or serious injuries and transit system reliability.

Each of the federal performance management focus areas include an associated set of metrics for which statewide and regional targets must be set. Though project-specific metrics might not be available, projects that will contribute to meeting SCAG's goals for Federal Performance Management areas will be prioritized.

Performance Management Area 1 – Transportation System Safety

- Total number of motor vehicle collision fatalities.
- Rate of motor vehicle collision fatalities per 100 million vehicle miles traveled (VMT).
- Total number of motor vehicle collision serious injuries.
- Rate of motor vehicle collision serious injuries per 100 million VMT.
- Total number of non-motorized fatalities and serious injuries.

Performance Management Area 2 – National Highway System (NHS) Pavement and Bridge Condition

- Percentage of Interstate System pavement in 'Good' condition.
- Percentage of Interstate System pavement in 'Poor' condition.
- Percentage of non-interstate NHS pavement in 'Good' condition.
- Percentage of non-interstate NHS pavement in 'Poor' condition.
- Percentage of NHS bridges in 'Good' condition.
- Percentage of NHS bridges in 'Poor' condition.

Performance Management Area 3 – National Highway System (NHS) Performance

- Percent of interstate system mileage reporting reliable person-mile travel times.
- Percent of non-interstate NHS mileage reporting reliable person-mile travel times.

Performance Management Area 3 – Freight Movement

- Interstate system truck travel time reliability (truck travel time reliability index).

Performance Management Area 3 – CMAQ Program

- Annual hours of peak hour excessive delay per capita.
- Total emissions reduction by criteria pollutant (e.g., particulate matter 10, particulate matter 2.5, ozone, carbon monoxide).
- Percent of non-single occupancy vehicle mode share.

Transit Asset Management

- Equipment: Share of non-revenue vehicles that meet or exceed Useful Life Benchmark.
- Rolling Stock: Share of revenue vehicles that meet or exceed Useful Life Benchmark.
- Infrastructure: Share of track segments with performance restrictions.
- Facilities: Share of transit assets with condition rating below 3.0 on FTA Transit Economic Requirements Model scale.

Transit System Safety

- Number of transit-related fatalities.
- Number of transit-related injuries.
- Number of transit system safety events.
- Transit system reliability.

Additional information is available in the FHWA's [Transportation Performance Management Implementation Plan](#) and the FTA's [Performance Management webpage](#).

Appendix D

Community Economic Development Benefits

AREAS OF PERSISTENT POVERTY AND HISTORICALLY DISADVANTAGED COMMUNITIES

For the purpose of this program, SCAG uses the term “Areas of Persistent Poverty and Historically Disadvantaged Communities” consistent with the U.S. Department of Transportation’s [“FY 2025 Notice of Funding Opportunity”](#) for the Better Utilizing Investments to Leverage Development (BUILD) grant program.

Areas of Persistent Poverty and Historically Disadvantaged Community are defined as either of the following:

- Any county (or equivalent jurisdiction) with greater than or equal to 20 percent of the population living in poverty as indicated through the [BUILD Grant Project Location Verification mapping tool](#).
- Any census tract with a poverty rate of at least 20 percent, as measured by the five-year data series available from the Census Bureau’s American Community Survey and available through the BUILD Grant Project Location Verification mapping tool.

The BUILD Grant Project Location Verification mapping tool should be used to identify Areas of Persistent Poverty and Historically Disadvantaged Communities as they relate to project location and identified community economic development benefits.

SUPPLEMENTAL RESOURCES

The following strategies, informed by the Connect SoCal 2024 [“Equity Analysis Technical Report,”](#) have been determined to contribute to advancing community economic development benefits in the SCAG region:

- Access improvements to everyday destinations (e.g., jobs, retail, parks, school, health care) for populations living in Areas of Persistent Poverty and Historically Disadvantaged Communities.
- Improvements to mobility options for populations living in Areas of Persistent Poverty and Historically Disadvantaged Communities.
- Improvements to walking and biking conditions for populations living in Areas of Persistent Poverty and Historically Disadvantaged Communities or on the SCAG High Injury Network.
- Improvements to noise or air quality for residential areas adjacent to railroads and railyards.
- Grade separations to improve safety for populations living in Areas of Persistent Poverty and Historically Disadvantaged Communities.
- Transit improvements.
- Adaptation or resilience improvements for populations living in climate risk areas, including flood hazard zones, sea-level rise, wildfire risk, landslide hazard areas, extreme heat, drought, and earthquake hazard zones.
- Air quality improvements for populations living in Areas of Persistent Poverty and Historically Disadvantaged Communities that minimize impacts outside of the immediate project area.

- Reduction of noise impacts from transportation for populations living in Areas of Persistent Poverty and Historically Disadvantaged Communities that minimize impacts outside of the immediate project area.
- Reduction of heavy- and medium-duty truck volumes through communities with identified populations living in Areas of Persistent Poverty and Historically Disadvantaged Communities.

Appendix E

Detailed Scoring Rubric

Exhibit 5 Detailed Scoring Rubric

County Transportation Commission Prioritization	Possible Points
Prioritized in the county transportation commission list as Highly Recommended	50 Points
Prioritized in the county transportation commission list as Recommended	40 Points
Prioritized in the county transportation commission Contingency List	20 Points
Not recommended	0 Points
Regional Priorities	Possible Points
Project identified as part of Tier 1 Regional Priorities Program Categories: <ul style="list-style-type: none"> Clean Transportation Resilience of At-Risk Infrastructure Transit and Multimodal Integration Transportation Demand Management Transportation System Management and Goods Movement 	20 Points
Projects identified as part of Tier 2 Regional Priorities Program that also demonstrate a systems approach to identifying and managing needs by means of: <ul style="list-style-type: none"> A transportation related natural lands preservation plan, including for wildlife crossings A pavement management plan or program A complete streets plan, program, or policy 	15 Points
Projects identified as part of Tier 2 Regional Priorities Program Categories: <ul style="list-style-type: none"> Complete Streets Natural Lands Preservation System Preservation 	10 Points
Projects identified as neither Tier 1 nor Tier 2 Regional Priorities Program Categories	0 Points
Federal Performance Management Areas	Possible Points
Project supports multiple federal performance management areas OR demonstrates significant improvement in one federal performance management area, as confirmed by general responses. Project-specific data is available in the current project development phase for multiple federal performance categories.	20 Points
Project implementation supports at least one federal performance management area as confirmed by general responses. Project-specific data is available in the current project development phase.	15 Points
Project implementation supports at least one federal performance management area as confirmed by general responses, but project specific data is not available. (Includes projects in early stages of development that may not have quantitative data available yet.)	10 Points
Project implementation abstractly supports at least one federal performance management area but cannot be confirmed by general responses. There is no current or future planned project-specific data available.	5 Points
Project does not support any federal performance management areas.	0 Points

Community Economic Development Benefits		Possible Points
Proposed project includes four or more strategies that advance community economic development benefits.		10 Points
Proposed project includes one to three strategies that advance community economic development benefits.		5 Points
Proposed project does not include any strategies that advance community economic development benefits.		0 Points
Air Quality Improvements		Possible Points
Cost Effectiveness Relative to Similar Projects*		
• 75-100 percentile		8 Points
• 50-74 percentile		6 Points
• 25-49 percentile		4 Points
• 1-24 percentile		2 Points
• Does not address cost-effectiveness		0 Points
Particulate Matter 2.5 Reduction Relative to ALL Projects		
• Top 50% of Particulate Matter 2.5 Reducing Projects		2 Points
• Below top 50% of Particulate Matter 2.5 Reducing Projects		0 Points

**If limited or no similar projects are available for evaluation, an alternative evaluation will be conducted*



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RCTC PROJECT PRIORITIZATION FRAMEWORK FOR SCAG'S 2025 CALL FOR PROJECT NOMINATIONS

The Southern California Association of Governments (SCAG) intends to issue a SCAG region Congestion Mitigation and Air Quality (CMAQ)/Surface Transportation Block Grant (STBG) Call for Project Nominations in March 2025. The SCAG guidelines require CTCs to perform an initial project screening and evaluation, then submit project nominations to SCAG for regional evaluation and project selection. This document describes the Riverside County Transportation Commission's (RCTC) project prioritization framework for SCAG's 2025 Call for Project Nominations.

Schedule*:

March 12	SCAG-led workshop Commission approval of the RCTC Project Prioritization Framework for SCAG's 2025 Call for Project Nominations
March 18	SCAG-led workshop
March 24	County-specific workshop hosted by SCAG and RCTC
March 31	SCAG opens Call for Project Nominations
May 2	Deadline for applicants to request assistance from RCTC on air quality analysis for CMAQ projects
May 16	Nominations due by 5pm
May 19	RCTC to begin reviewing nominations submitted in Riverside County
July 28	Anticipated Budget and Implementation Committee recommendation for Commission approval of county transportation commission (CTC) Prioritization recommendations for nominated projects
August 1	RCTC to provide SCAG its draft CTC Prioritization recommendations for nominated projects by 5pm
August 13	Anticipated Commission approval of CTC Prioritization recommendations RCTC to provide SCAG its Commission-adopted CTC Prioritization recommendations for nominated projects
August – October	SCAG evaluates nominations based on SCAG's adopted STBG/CMAQ Guidelines
November 6	SCAG Regional Council or Executive Administration Committee adopts project lists
January 2026	Approved projects programmed in 2025 Federal Transportation Improvement Program (FTIP)

*Dates are subject to change.

Available Funding:

In the SCAG region, an estimated \$1.2 billion is available for fiscal years (FY) 2026/27 and 2027/28 across both programs: STBG (\$635 million) and CMAQ (\$632 million). These are apportionment estimates provided

by Caltrans. Riverside County’s target is approximately 12 percent or \$152 million. This target does not represent a guaranteed funding level, a nomination floor, or a nomination ceiling.

Screening Criteria and Project Ranking:

RCTC’s methodology for screening and ranking projects is as follows, *as determined by responses to the Supplemental Questionnaire provided in Attachment A.*

STBG-eligible Projects

The United States’ Federal Highway Administration (FHWA) administers STBG funds. In its most recent implementation guidance, dated June 1, 2022, found here:

https://www.fhwa.dot.gov/specialfunding/stp/bil_stbg_implementation_guidance-05_25_22.pdf

FHWA describes STBG-eligible projects on pages 12 thru 16.

Deliverability, Eligibility, and Readiness (up to 25 points)

Criteria	Point Value
Demonstrates funding is committed to deliver the project	5
Aligns with one or more of the “eligible activities” and confirm project meets location eligibility requirement identified in the June 1, 2022, STBG implementation guidance (https://www.fhwa.dot.gov/specialfunding/stp/bil_stbg_implementation_guidance-05_25_22.pdf)	10
National Environmental Policy Act (NEPA) process has been completed or the draft has been released for public circulation	10

Alignment with Regional Plans (up to 25 points)

Criteria	Point Value
<u>Western County</u> : The project is in the 2009 Measure A Expenditure Plan or demonstrates a clear nexus to a Measure A Expenditure Plan project	25
<u>Coachella Valley</u> : The project is in the top 10% of the Coachella Valley Association of Governments’ Transportation Project Prioritization Study	25
OR	
<u>Western County</u> : The project is on the backbone network in the Western Riverside Council of Governments’ Transportation Uniform Mitigation Fee Nexus Study	15
<u>Coachella Valley</u> : The project is in the Coachella Valley Association of Governments’ Transportation Project Prioritization Study	15

Engagement

Community engagement has been conducted and community support can be demonstrated	Yes or No
---	-----------

CMAQ-eligible Projects

The United States' Federal Highway Administration (FHWA) administers CMAQ funds. In its most recent interim guidance, dated October 28, 2024, found here:

https://www.fhwa.dot.gov/ENVIRONMENT/air_quality/cmaq/policy_and_guidance/cmaq-program-interim-guidance-revised-infrastructure-investment-jobs-act.pdf

FHWA describes CMAQ-eligible projects on pages 18 thru 36.

Deliverability, Eligibility, and Readiness (up to 40 points)

Criteria	Point Value
Demonstrates funding is committed to deliver the project	5
Aligns with one or more of the “eligible programs or project types” identified in the October 28, 2024, interim CMAQ guidance and/or confirm the project meets the three CMAQ eligibility criteria: 1) Transportation project 2) Located in nonattainment/maintenance area 3) Provides air quality benefit for the criteria air pollutants (https://www.fhwa.dot.gov/ENVIRONMENT/air_quality/cmaq/policy_and_guidance/cmaq-program-interim-guidance-revised-infrastructure-investment-jobs-act.pdf)	10
Air quality analysis has been completed	10
<i>If requesting CMAQ funding for environmental (PA/ED) phase:</i> Planning-level study is completed. OR <i>If requesting CMAQ funding for design or construction* phase:</i> National Environmental Policy Act (NEPA) process has been completed or the draft has been released for public circulation	15

*Construction phase includes but may not be limited to purchase of rolling stock and transit operating projects as eligible under interim CMAQ guidance.

Alignment with Regional Plans (up to 10 points)

Criteria	Point Value
Project is in a plan	10

Engagement

Community engagement has been conducted and community support can be demonstrated	Yes or No
---	-----------

Project Ranking

All nominations submitted via the SCAG process by the May 16, 2025, deadline will be reviewed by an evaluation committee comprised of RCTC and Coachella Valley Association of Governments staff. The prioritization ranking for each project will be provided by RCTC to SCAG as required in the SCAG guidelines.

The cumulative points assigned to a project in accordance with the screening criteria that fall within the Point Range below will be converted to the RCTC Ranking (see table on following page).

Point Range	RCTC Ranking
45 - 50	Highly Recommended
35 - 40	Recommended
15 - 30	Contingency List
0 - 10	Not Recommended

Outreach:

All outreach activities will be documented for reporting to SCAG as required. Anticipated outreach activities include:

1. Leading up to and upon release of the SCAG Call for Nominations, RCTC will send multiple emails to its Technical Advisory Committee (TAC) members (generally, public works directors) and individuals who have signed up to receive RCTC Planning & Programming department emails with information about the SCAG Call for Nominations, associated deadlines, and adopted RCTC Project Prioritization Framework.
 - a. RCTC Planning & Programming staff will be available between March 12 and May 9 to answer questions and provide input on potential project nominations from eligible applicants.
2. Following Commission adoption of this Project Prioritization Framework (anticipated March 12), RCTC Planning & Programming staff will jointly host a Riverside County-specific workshop with SCAG on March 24.
3. RCTC Planning & Programming staff (and/or SCAG staff) will present the Call for Nominations to the RCTC TAC on March 17 and RCTC Multimodal Bi-Monthly Roundtable Meeting with transit operators on April 8.
4. RCTC's External Affairs Department will share information with Tribal Governments contacts.

ATTACHMENT A – SUPPLEMENTAL QUESTIONNAIRE
(to be completed via SurveyMonkey link in SCAG application database)

DELIVERABILITY

1. Provide evidence of the matching funds identified in the application for all future phases of the project. Evidence may include: a letter of commitment signed by the applicant's executive officer (city manager, CEO, etc.); pages from the approved agency budget which demonstrates the fund sources committed to the project; copies of California Transportation Commission agendas approving the programming of funds to the project; etc.

[UPLOAD BUTTONS]

ELIGIBILITY

2. Copy and paste the code section from either the STBG or CMAQ guidance documents linked below which demonstrates the project's eligibility.

STBG - https://www.fhwa.dot.gov/specialfunding/stp/bil_stbg_implementation_guidance-05_25_22.pdf

CMAQ - https://www.fhwa.dot.gov/ENVIRONMENT/air_quality/cmaq/policy_and_guidance/cmaq-program-interim-guidance-revised-infrastructure-investment-jobs-act.pdf

[COPY AND PASTE CODE SECTION WHICH DEMONSTRATES THE PROJECT'S ELIGIBILITY TO RECEIVE EITHER STBG OR CMAQ FUNDS]

READINESS

- 3a. ***STBG projects only*** Provide a copy of the NEPA signature page or proof of public notice.

[UPLOAD BUTTON]

- 3b. ***CMAQ projects only*** Provide the completed air quality analysis. *If applicant needs assistance completing an air quality analysis, contact Edward Emery (eedemery@rctc.org) by May 2.*

[UPLOAD BUTTON]

CMAQ projects only If applying for PA/ED funds, provide the pages from the plan in which the project is included OR if applying for design or construction funds, provide a copy of the NEPA signature page, proof of public notice, or narrative to demonstrate a plan for obtaining NEPA Categorical Exclusion.

[UPLOAD BUTTON]

[AS APPLICABLE: NARRATIVE DESCRIBING PLAN FOR OBTAINING NEPA CE]

ALIGNMENT WITH REGIONAL PLANS

- 4a. ***STBG projects only*** Provide documentation of where in the RCTC Measure A Expenditure Plan, CVAG TPPS, or WRCOG TUMF Nexus Study the project is found.

[UPLOAD BUTTON]

- 4b. ***CMAQ projects only*** Provide documentation of the plan in which the project is found. Evidence may include: pages from a short range transit plan, comprehensive operational analysis, capital improvement program, etc.

[UPLOAD BUTTON]

ENGAGEMENT

5. Provide a narrative write-up and attach documentation (optional) describing the public outreach/community engagement conducted for the project.

[NARRATIVE DESCRIBING PUBLIC OUTREACH/COMMUNITY ENGAGEMENT CONDUCTED FOR THE PROJECT]

[UPLOAD BUTTON]

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Riverside County Transportation Commission
FROM:	Andrew Sall, Senior Management Analyst, Legislative Affairs
THROUGH:	Jeanette Flores, External Affairs Director
SUBJECT:	State and Federal Legislative Update

STAFF RECOMMENDATION:

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

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

BACKGROUND INFORMATION:

State Update

Fiscal Year 2025-2026 Budget

On June 27, Governor Gavin Newsom signed into law the Fiscal Year (FY) 2025-2026 Budget, totaling \$321.1 billion and addressing an estimated \$12 billion shortfall through a combination of spending reductions, funding delays, fund shifts, and use of reserves. Notably, the enacted budget largely rejected cuts to transportation programs funded by the Greenhouse Gas Reduction Fund (GGRF) such as the Transit and Intercity Rail Capital Program (TIRCP) and Zero-Emission Transit Capital Program (ZETCP) as proposed in the Governor's May Revise.

Specifically, the approved budget protects:

- Formula-based TIRCP funding in FY 2025-26, including \$11.6 million for transit agencies in Riverside County to fund the purchase of zero-emission buses and related infrastructure.
- Formula-based ZETCP funding in FY 2026-27 and FY 2027-28, including approximately \$25 million RCTC is slated to receive to support Riverside County's transit operations.
- Competitive TIRCP Cycle 6 awards, including RCTC's award of \$15.5 million for the Metrolink Double Track Project: Moreno Valley to Perris.

However, the final budget did not reauthorize the state's Cap-and-Trade program as the Governor called for in the May Revise, opting to delay those efforts until late summer. Proceeds from the existing Cap-and-Trade program are allocated to programs and projects through the

GGRF. Until details regarding Cap-and-Trade reauthorization are released, the future status of programs and projects funded by the GGRF remains unclear. This includes funding for:

- RCTC's competitive TIRCP Cycle 7 award of \$40.5 million for the Mead Valley Metrolink Station/Mobility Hub.
- RCTC's annual award of approximately \$6.3 million through the Low Carbon Transit Operations Program (LCTOP), which provides operating and capital assistance to transit agencies.

RCTC staff will continue to monitor pending Cap-and-Trade legislation and advocate to protect funding for TIRCP, LCTOP, and other transportation funding programs.

Assembly Bill 334 (Petrie-Norris) – Update

On July 15, Assembly Bill (AB) 334 by Assemblymember Cottie Petrie-Norris (Irvine) passed out of the Senate Judiciary Committee. The Commission supported AB 334 on April 9, as the bill will enable the future participation of toll operators in California, including RCTC, in a national interoperability program. National interoperability would allow toll customers to seamlessly access toll facilities in participating states while using their home toll account.

Senate Bill 274 (Cervantes) – Letter of Concern

On June 26, RCTC submitted a letter of concern to Senator Sabrina Cervantes (Riverside) regarding her bill, Senate Bill (SB) 274. The bill prohibits a public agency from retaining automated license plate recognition (ALPR) data beyond 60 days in most circumstances. However, it was unclear whether the term "public agency" included transportation agencies, and therefore the 60-day limitation on the retention of ALPR data could impact toll facility operators, such as RCTC, that rely on the retention of ALPR data to effectively collect tolls and operate the facility.

Following continued discussions with RCTC and other toll operators in California, the author's office agreed to amend the bill in the Assembly Privacy and Consumer Protection Committee on July 16 to exclude transportation agencies from the definition of "public agency". This amendment eliminates potential financial and operational impacts to RCTC and toll operators.

Senate Bill 512 (Pérez) Staff Recommendation – Support via Platform

On July 10, RCTC submitted a letter of support for SB 512 by Senator Sasha Renée Pérez (Pasadena) and sponsored by the Self-Help Counties Coalition – representing 25 counties across California including Riverside County. The bill clarifies that districts with existing sales tax authority, including transportation agencies such as RCTC, may administer a voter-approved transaction and use tax as determined by a citizens' initiative. This bill does not raise taxes but instead brings clarity to current law. SB 512 ensures that, upon the will of voters, local transportation planning agencies such as RCTC, with the staff, knowledge, and experience to successfully take a project from concept to completion, are eligible to do so. Additionally, the bill

requires such an initiative to include a transportation expenditure plan, providing accountability to taxpayers that the projects they voted for are funded.

Supporting this legislation is consistent with the Commission's adopted 2025 State and Federal Legislative Platform, including:

Protect Our Authority and Revenue

- Support efforts to preserve, stabilize, leverage and/or increase funding for transportation.
- Support legislation that clarifies that any initiative by the voters proposing to impose a sales tax using the Commission's authorizing statutes shall be implemented by the Commission.

Alignment of Responsibilities

- Support local control and policies that incentivize self-help counties' continued funding contribution to transportation projects in California.

Funding

- Support maximizing Commission flexibility and discretion over funding decisions.

SB 512 passed out of the Assembly Elections Committee on July 16 and was referred to the Assembly Appropriations Committee.

Federal Update

Fiscal Year 2026 Appropriations

As previously reported, RCTC staff submitted applications to Riverside County's legislative delegation for Community Project Funding (CPF)/Congressionally Directed Spending (CDS), otherwise known as earmarks, in FY 2026. On July 14, the House Appropriations Committee Transportation, Housing, and Urban Development Subcommittee conducted a markup hearing on the appropriations bill that includes CPF and CDS requests. RCTC staff are pleased to report that the following requests were supported by the subcommittee:

- \$5 million for the 15 Express Lanes Project Southern Extension, submitted by Representative Ken Calvert;
- \$3 million for the State Route 91 Eastbound Corridor Operations Project, submitted by Representative Young Kim;
- \$850,000 for the Metrolink Double Track Project: Moreno Valley to Perris, submitted by Representative Mark Takano; and
- \$850,000 for the Mead Valley Metrolink Station and Mobility Hub Project, submitted by Representative Mark Takano.

Additionally, Senator Adam Schiff submitted RCTC's request for \$5 million for the 15 Express Lanes Project Southern Extension to the Senate Appropriations Committee. The House Appropriations Committee held a markup hearing on the THUD bill on July 17, while the Senate has not yet scheduled a markup hearing for their THUD bill. All 12 FY 2026 appropriations bills must be passed and signed into law by September 30 to take effect. Staff will continue to monitor the appropriations process as it unfolds.

Surface Transportation Reauthorization

In June, RCTC staff met with majority and minority professional staff from the House Transportation and Infrastructure Committee Railroads, Pipelines, and Hazardous Materials Subcommittee to discuss the Commission's surface transportation reauthorization proposals related to the Coachella Valley (CV) Rail Project. CV Rail was previously selected for inclusion in the Corridor Identification and Development (Corridor ID) Program, which seeks to help guide intercity passenger rail development and create a pipeline of projects ready for implementation. RCTC staff recommended improvements to the Corridor ID program, including allowing projects to advance through planning and environmental steps concurrently and reducing administrative processes and requirements. These recommended improvements will expedite Corridor ID projects, including CV Rail, bringing them closer to completion. Over the coming weeks, RCTC staff will continue to advocate for these improvements in meetings with key Congressional committee staff.

Federal Nominations

The nominations of Sean McMaster to lead the Federal Highway Administration, David Fink to lead the Federal Railroad Administration, and Marc Molinaro to lead the Federal Transit Administration are currently pending on the Senate calendar.

FISCAL IMPACT:

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

Attachments:

- 1) Legislative Matrix – August 2025
- 2) AB 334 (Petrie-Norris) Support Letter
- 3) SB 274 (Cervantes) Letter of Concern
- 4) SB 512 (Pérez) Support Letter

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – AUGUST 2025

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.	Passed out of the Senate Judiciary Committee on 7/15/2025.	<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 Elections Committee on 7/16/2025. Referred to the Assembly Appropriations Committee.	<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.	Hearing canceled at the request of the author on 7/1/2025. Two-year bill.	<i>Support</i>	7/11/2025



4080 Lemon St. 3rd Fl. Riverside, CA 92501
Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208
951.787.7141 • rctc.org

July 7, 2025

The Honorable Tom Umberg
Chair, Senate Judiciary Committee
1021 O Street, Suite 3240
Sacramento, CA 95814

Subject: Support for Assembly Bill 334

Dear Chair Umberg:

On behalf of the Riverside County Transportation Commission (RCTC), I write in support of Assembly Bill (AB) 334, which would enable toll operators in California, such as RCTC, to participate in a future national interoperability program, enhancing service to customers and streamlining the transaction process.

RCTC's first toll lanes, the 91 Express Lanes, were opened in 2017 and are operated jointly with the Orange County Transportation Authority. RCTC also operates Riverside Express, which includes the 15 Express Lanes, 15/91 Express Lanes Connector, and any future express lanes that may be developed in Riverside County. Collectively, the 15 Express Lanes and 91 Express Lanes serve millions of customers annually, including thousands from out-of-state.

As you know, California is not currently interoperable 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 represents an important step towards California's future participation in national interoperability that would improve customer experience for Californians and out-of-state drivers alike. Additionally, the bill ensures that toll operators share only the data required for interstate interoperability without compromising the privacy and security of customers. For these reasons, RCTC respectfully requests your support for AB 334 when the bill is heard in the Senate Judiciary Committee on July 8. Should you have any questions, please contact Andrew Sall at asall@rctc.org or (951) 787-7141.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Hake", is written over a light blue diagonal background.

Aaron Hake
Executive Director

CC: Assemblymember Cottie Petrie-Norris, Assembly District 73



4080 Lemon St. 3rd Fl. Riverside, CA 92501
 Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208
 951.787.7141 • rctc.org

July 9, 2025

The Honorable Rebecca Bauer-Kahan, Chair
 Assembly Privacy and Consumer Protection Committee
 1020 N Street, Suite 162
 Sacramento, CA 95814

Subject: Senate Bill 274 Letter of Concern

Dear Chair Bauer-Kahan:

On behalf of the Riverside County Transportation Commission (RCTC), I am writing to express our concerns regarding Senate Bill (SB) 274. RCTC enjoys a positive working relationship with the author, who is a champion for transportation infrastructure investments not only in Riverside County, but across California. While RCTC has held several productive conversations with the author's office regarding potential amendments, we remain concerned that the bill may result in significant, yet unintended, impacts to toll operations and finances across California.

RCTC operates the 15 and 91 Express Lanes, which serve hundreds of thousands of drivers each week who depend on these facilities for their daily commutes and essential travel. RCTC employs Automated License Plate Recognition (ALPR) systems to accurately identify vehicles utilizing the express lanes to collect tolls. Toll operators in California, such as RCTC, are heavily regulated under Streets and Highways Code Section 31490 and are prohibited from utilizing or sharing personally identifiable information (PII) of toll road users captured by ALPR detection systems for purposes other than for processing toll transactions and toll violation enforcement. These built-in safeguards protect the sensitive information of drivers using the express lanes. Yet, SB 274 includes a 60-day ALPR data limitation that potentially conflicts with this code section and existing state law governing toll collection and violation enforcement. For example:

- Under Streets and Highways Code Section 31490(c), toll operators can retain PII of toll road users, such as ALPR data, for up to 4 years and six months after the end of the billing cycle, the bill has been paid, and any toll fare or violations have been resolved. The drafters of Section 31490 understood the need to balance privacy with the need for toll operators to retain information such as ALPR data for a period sufficiently long to cover the violation enforcement process, toll payment and collection process, and any dispute resolution process.
- Under Vehicle Code Section 40250, et. seq., which specifies the processes and timeframes required to be followed to process toll violations and collect unpaid tolls, the overall timeframe for the prescribed processes can be as long as 195 days. The Vehicle Code provides for collection of unpaid tolls through the Department of Motor Vehicles registration process, which on average takes an additional 18 months. The full collection life cycle can exceed four years and includes opportunities for toll road users to dispute violation(s) through an administrative process and in court. A limited timeframe for retention of ALPR data, such as sought by SB 274, is infeasible for toll operators such as RCTC.
- Under California Code of Regulations Title 21, toll operators in the state utilize a comprehensive system of interoperability to conduct processes which allow motorists the convenience of paying tolls through a single account. The interoperability process alone can take up to 90 days to complete. In addition to the 90 days required for interoperability, ALPR data needs to be retained to allow toll road users the ability to dispute toll

charges, and for toll agencies to be able to produce information required to substantiate a toll charge in the case of a dispute.

Consequently, because it is currently unclear that the term “public agency” excludes transportation agencies subject to Streets and Highways Code section 31490, a 60-day limitation on the retention of ALPR data could result in the loss of more than \$48 million in annual revenue for RCTC. Such a dramatic loss of revenue would jeopardize our ability to operate the express lanes, repay outstanding debt, and reinvest in major improvements along State Route 91 and Interstate 15. These impacts could lead to a downgrade of RCTC’s creditworthiness, resulting in higher costs to taxpayers for future borrowing to fund infrastructure improvements.

To address these concerns while ensuring toll operators continue to adhere to strict requirements on the use of ALPR data, RCTC respectfully proposes the following amendment to revise Section 1798.90.5(g) of the Civil Code as part of the bill:

- “Public agency” means the state, any city, county, or city and county, or any agency or political subdivision of the state or a city, county, or city and county, including, but not limited to, a law enforcement agency, *but does not include a transportation agency when subject to Section 31490 of the Streets and Highways Code.*

This limited amendment aligns with the Civil Code’s existing exemption to the definitions of and sections related to an “ALPR end-user” and “ALPR operator” and addresses any potential uncertainty regarding the scope of the definition of “public agency.” Further, this limited amendment ensures that transportation agencies such as RCTC remain subject to state privacy laws.

Thank you for your consideration and attention to this critical issue for RCTC and toll operators across California. Should you have any questions regarding our concerns or proposed amendment, please contact Andrew Sall at asall@rctc.org or (951) 787-7141.

Sincerely,



Aaron Hake
Executive Director

CC: Senator Sabrina Cervantes, Senate District 31



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July 9, 2025

The Honorable Sasha Renée Pérez
 Senate District 25
 1021 O Street, Suite 6720
 Sacramento, CA 95814

Subject: Support for Senate Bill 512

Dear Senator Pérez:

On behalf of the Riverside County Transportation Commission (RCTC), I am writing to express support for Senate Bill (SB) 512.

The state and self-help counties – counties such as Riverside County which have implemented county-wide voter-approved sales tax measures to fund local transportation projects – work in partnership to build California’s transportation infrastructure. Today, 25 self-help counties, representing more than 88% of the state’s population, are investing approximately \$6 billion in local funding annually for transportation. These local investments often fill critical funding gaps left unmet by state or federal sources and have delivered transformative improvements, including passenger rail networks, public transportation, interchanges, bridges, highways, and active transportation projects.

For decades, RCTC has proudly and effectively delivered on its commitments to voters by successfully investing billions of dollars in countywide and regionally significant transportation projects. SB 512 represents an important tool to help address the evolving transportation needs of Riverside County’s residents.

The bill provides statutory clarity confirming that transportation agencies with existing sales tax authority—such as RCTC—may administer a voter-approved transactions and use tax as determined by a citizens’ initiative. The bill does not raise taxes but instead brings clarity to current law and ensures that qualified agencies, like RCTC, can carry out and effectively implement the will of local voters if they choose to implement self-help sales taxes for transportation.

In 1987, RCTC was granted authority by the Legislature to seek voter approval for a sales tax measure to fund transportation improvements. Riverside County residents approved an RCTC-sponsored measure in 1988 and again in 2002. SB 512 ensures that, should Riverside County voters independently pursue a local transportation funding initiative, RCTC can implement and manage their vision within its existing administrative framework and legal authority.

As the regional transportation planning agency for Riverside County, RCTC is responsible for delivering transportation projects that enhance quality of life and improve mobility for the people of Riverside County. RCTC appreciates your leadership and introduction of SB 512 and looks forward to supporting the bill as it continues through the legislative process. Should you have any questions regarding RCTC’s support, please contact me at ahake@rctc.org or (951) 787-7141.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Hake".

Aaron Hake
 Executive Director

CC: Members, Riverside County Legislative Delegation

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	July 28, 2025
TO:	Budget and Implementation Committee
FROM:	Ariel Alcon Tapia, Public Affairs Manager
THROUGH:	Jeanette Flores, External Affairs Director
SUBJECT:	Agreement for On-Call Public Outreach and Marketing Services

STAFF RECOMMENDATION:

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

- 1) Award the following agreements to provide on-call internal public outreach and marketing services for a three-year term, and one two-year option to extend the agreements, in an amount not to exceed an aggregate value of \$1,750,000;
 - a) Agreement No. 25-15-063-00 with Arellano Associates;
 - b) Agreement No. 25-15-124-00 with Costin Public Outreach Group;
 - c) Agreement No. 25-15-125-00 with Kleinfelder Construction Services;
 - d) Agreement No. 25-15-126-00 with Southwest Strategies;
 - e) Agreement No. 25-15-127-00 with VMA Communications; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

BACKGROUND INFORMATION:

The Commission's public affairs and outreach connect the agency's work with the residents of Riverside County. Public Affairs closely coordinates with the Commission and its departments to ensure that project delivery awareness, digital engagement development, and promotions of services like commuter assistance and specialized transit are effective. As public outreach efforts have expanded, the Commission has made significant investments in digital communications, in-person community engagement, and multimedia content development to reach various audiences in Riverside County and beyond. Keeping these communication channels fresh and engaging is a top priority, as public engagement and support are essential to advancing the Commission's mission and ensuring the successful delivery of projects.

The selected public outreach firms will assist the Commission in building and maintaining relationships with the public and stakeholders by providing support for in-person events, outreach materials (videos, graphic design, flyers, brochures, presentations, and other multimedia), and media relations. These efforts will enhance the dissemination of information across all cities and communities served by the Commission. Having a roster of qualified firms ready for public outreach tasks is vital, as it allows the Commission to remain efficient while

relying on consultants as needed. The recommended list of on-call public outreach firms encompasses a range of communication expertise that will expand outreach capabilities, ensuring residents are well-informed about the Commission's activities. This contract also reduces costs by supporting effective Western Riverside County Regional Conservation Authority (RCA)-related public outreach strategies through economies of scale with one contract. RCA has budgeted for these efforts separately.

The multiple award, on-call, indefinite delivery/indefinite quantity task order type contracts do not guarantee work to any of the awardees; therefore, no funds are guaranteed to any consultant. Pre-qualified consultants will be selected for specific tasks based on qualification information contained in their proposals and/or competitive fee proposals for the specific tasks. Services will be provided through the Commission's issuance of contract task orders to the consultant on an as-needed basis.

As the Commission approaches its 50th anniversary, it is essential to communicate its story, successes, and mission effectively to Riverside County residents. This will involve sharing information on past and upcoming infrastructure projects, highlighting the benefits of Measure A, commemorating the Commission's 50th anniversary, and increasing public awareness of transportation projects and services across Riverside County.

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for on-call public outreach and marketing services as set forth under the terms of Request for Proposals (RFP) No. 25-15-063-00.

RFP No. 25-15-063-00 for On-Call Public Outreach and Marketing Services was released by staff on March 27, 2025. The RFP was posted on the PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 236 firms, 27 of which are located in Riverside County. Through the PlanetBids site, 64 firms downloaded the RFP. Staff responded to all questions submitted by potential proposers prior to the April 24, 2025, clarification deadline. Fifteen consultants – Arellano Associates (Chino Hills, CA); Barrios & Associates (Orange, CA); Celtis Ventures, Inc (Newport Beach, CA); Charles Communication Group (Los Angeles, CA); Costin Public Outreach Group (Huntington Beach); Ghirardelli Associates (Commerce, CA); Kleinfelder Construction Services (San Diego, CA); MBI Media (Covina, CA); Murakawa Communications (Redondo Beach); North Star Alliances (La Crescenta, CA); Raincross Ventures, Inc (Riverside, CA); Southwest Strategies Group (San Diego, CA); Street Level Strategy (Sierra Madre, CA); Tripepi Smith and Associates (Irvine, CA); and VMA Communications (Claremont, CA) - submitted responsive proposals prior to the 2:00 p.m. submittal deadline on May 8, 2025. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission staff.

Based on the evaluation committee’s assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee shortlisted and invited seven firms (Arellano Associates, Costin Public Outreach Group, Ghirardelli Associates, Kleinfelder Construction Services, MBI Media, Southwest Strategies, and VMA Communications) to the interview phase of the evaluation and selection process. In-person interviews were conducted on June 3, 2025.

As a result of the evaluation committee’s assessment of the written proposals and interviews, the evaluation committee determined Arellano Associates, Costin Public Outreach Group, Kleinfelder Construction Services, Southwest Strategies, and VMA Communications to be the most qualified firms to provide the on-call public outreach and marketing services. The evaluation committee recommends contract awards to Arellano Associates, Costin Public Outreach Group, Kleinfelder Construction Services, Southwest Strategies, and VMA Communications for a three-year term, and one two-year option in an amount not to exceed \$1,750,000, as these firms earned the highest total evaluation scores.

The overall ranking of the firms that were interviewed, based on highest to lowest total evaluation score, and the average hourly rates are presented in the following table:


Firm	Price*	Overall Ranking
Kleinfelder Construction Services	\$226.03	1
Costin Public Outreach Group	\$231.25	2
Southwest Strategies	\$296.04	3
VMA Communications	\$196.23	4
Arellano Associates	\$249.43	5
MBI Media	\$179.58	6
Ghirardelli Associates	\$202.84	7

*Prices reflect average hourly rate for key personnel.

The Commission’s model on-call professional services agreement will be entered into with each consultant firm, subject to any changes approved by the Executive Director, pursuant to legal counsel review. Staff oversight of the contracts and task orders will maximize the effectiveness of the consultants and minimize costs to the Commission.

FISCAL IMPACT:

Funding for these agreements will be provided by local Commission and RCA funds.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2026/27 FY 2027/28+	Amount:	\$350,000 \$1,400,000
Source of Funds:	Local Measure A and RCA			Budget Adjustment:	No
GL/Project Accounting No.:	151001-65520-00000-0001 /101-15-65520 Other Professional Svcs. R11010-65520-00000-0000 /750-53-65520 Other Professional Svcs.				
Fiscal Procedures Approved:				Date:	07/18/2025

Attachments:

- 1) Draft Agreement No. 25-15-063-00 with Arellano Associates
- 2) Draft Agreement No. 25-15-124-00 with Costin Public Outreach Group
- 3) Draft Agreement No. 25-15-125-00 with Kleinfelder Construction Services
- 4) Draft Agreement No. 25-15-126-00 with Southwest Strategies
- 5) Draft Agreement No. 25-15-127-00 with VMA Communications

Agreement No. 25-15-063-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES
WITH ARELLANO ASSOCIATES**

1. 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 **ARELLANO ASSOCIATES** ("Consultant"), a **CORPORATION**.

2. RECITALS.

2.1 Commission is the County Transportation Commission for Riverside County, with responsibility for, among other things, implementing or allocating funding for various transportation programs and projects throughout the County of Riverside ("County").

2.2 The Western Riverside County Regional Conservation Authority ("RCA") is a Joint Powers Authority ("JPA") comprised of the County and eighteen cities in the western portion of the County.

2.3 Pursuant to an Implementation and Management Services Agreement between the Commission and RCA, the Commission provides management services on behalf of RCA, and may contract with consultants to provide services for RCA.

2.4 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission, for Commission's or RCA's benefit. Consultant represents that it is a professional consultant, experienced in providing **ON-CALL PUBLIC OUTREACH AND MARKETING** services to public clients, is licensed in the State of California, if required, and is familiar with the plans of Commission.

2.5 Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order") for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

2.6 Commission may engage Consultant to provide services for the benefit of the Western Riverside County Regional Conservation Authority ("RCA").

3. TERMS.

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

3.2 Task Orders; Commencement of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall not commence performance of any services or work until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in this Section. No payment will be made for any services or work performed prior to approval of this Agreement, and receipt of Commission's Task Order Authorization.

3.3 Term. The term of this Agreement shall be from the date first specified above to 07/31/2028, 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 set forth in a Task Order. The Commission, at its sole discretion, may extend this Agreement for two additional, two-year option terms.

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

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

3.6 Conformance to Applicable Requirements; Coordination. All work prepared by Consultant shall be subject to the approval of Commission. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.7 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: **MARGARET MEADOWS, EDNA JIMENEZ, JESSICA HARLEAUX, DANIEL OBERLE, JENNIFER VELAZQUEZ, AND JESUS FRAIRE**, or as otherwise identified in the Task Order.

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission and RCA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, RCA, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

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

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

(iii) The policy shall give the Commission, RCA, 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 RCA'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, RCA, 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, RCA, 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, RCA, 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, RCA, 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, RCA, 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 RCA (if agreed to in a written contract or agreement) before the Commission's and RCA's own insurance or self-insurance shall be called upon to protect them 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) Except for the professional liability coverage, all coverages shall contain or be endorsed to include a waiver of subrogation in favor of the Commission, RCA and their officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance in compliance with this Agreement to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission and RCA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) Neither the Commission, RCA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

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

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

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

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

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant

shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto.

3.14.2 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by written amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

3.14.3 Commission has or will enter into five (5) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement **25-15-063-00**. The other On-Call Public Outreach and Marketing Contracts are **25-15-124-00 Costin Public Outreach Group, 25-15-125-00 Kleinfelder Construction Services, 25-15-126-00 Southwest Strategies, and 25-15-127-00 VMA Communications**. The total amount payable by Commission for the On-Call Public Outreach and Marketing Services Contracts shall not exceed a cumulative maximum total value of **One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000)** ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call Public Outreach and Marketing Services Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call Public Outreach and Marketing Services Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call Public Outreach and Marketing Services Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.4 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Separate statements itemizing all costs are required for all work performed under each Task Order. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

3.16.2 Effect of Termination. If this Agreement or any Task Order is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this

Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

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

CONSULTANT:

Arellano Associates
5851 Pine Avenue, Ste. A
Chino Hills, CA 91709

Attn: Genoveva Arellano

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and RCA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission and RCA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission and RCA shall not be limited in any way in their 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 or RCA's sole risk.

3.18.2 Intellectual Property. In addition, Commission and RCA shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission and RCA 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 or RCA, 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 and RCA are further granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such

materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's or RCA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, RCA, 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, RCA, 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, RCA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, RCA 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, RCA, 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.

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

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

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

3.25 Right to Employ Other Consultants. The Commission and RCA reserve the right to employ other consultants in connection with the Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

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

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission,

shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.27.4 Employment Adverse to the Commission or RCA. 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 or RCA during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

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

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

agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

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

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

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

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

the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

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

3.36 No Third Party Beneficiaries. RCA is an intended third party beneficiary of any right or benefit granted to RCA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

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

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES
WITH ARELLANO ASSOCIATES**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
ARELLANO ASSOCIATES**

By: _____
**AARON HAKE
EXECUTIVE DIRECTOR**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

[__INSERT__]

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Statement of Services

On-Call Public Outreach Services and Marketing

The Riverside County Transportation Commission (“the Commission”) seeks to identify and select a bench of consultants that demonstrate the experience, knowledge, and capacity to provide agency-wide public outreach, community engagement, branding, graphic design, multimedia, and marketing services. Successful consultants will proactively offer suggestions for improvement in these areas. The selected consultants shall provide services on an on-call basis to the Commission for a variety of transportation projects, programs, and initiatives to help achieve measurable public outreach, branding, promotional activity, and department goals.

In addition, in its role as the managing agency for the Western Riverside County Regional Conservation Authority (“the RCA”), the Commission engages with the public to highlight the connection between infrastructure development, such as transportation projects, and land conservation. The selected consultants shall also provide services to help meet measurable public outreach, branding, promotional activity, and department goals for the RCA.

Through the contract award, the Commission aims to enhance its presence across Riverside County through diverse public outreach efforts and strategies. Selected consultants will need significant experience in areas such as but not limited to, marketing, crafting messaging, graphic design, video production, communications, and public engagement to provide the Commission recommendations to achieve goals in each of these areas. The overarching goal of this award is to communicate the Commission’s story to residents, build awareness of the Commission’s accomplishments and challenges, and encourage public participation and engagement with the Commission’s work.

The selected consultants shall coordinate with the Commission’s External Affairs staff to develop and execute data-driven, bilingual (English and Spanish) public outreach and marketing efforts in support of past, present, and future projects and services.

Requirements and Contract Information:

As an on-call communications consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. External Affairs staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of five consultants and strongly encourages firms to seek the services of subcontractors that can help deliver certain specialized skillsets, such as graphic design, content development, branding, and community engagement. This will be vital as the Commission is expected to deliver well-thought-out communications strategies to be implemented in close collaboration with the External Affairs Department. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should

do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at the Commission's sole discretion.

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Scope of Work:

The Commission uses an array of public outreach, promotional, marketing strategies to provide information to and engage with Riverside County residents in decision-making processes related to transportation and land conservation efforts. To ensure the Commission's story is being communicated effectively, the selected firms are expected to be proactive in researching and understanding RCTC and RCA projects and initiatives to successfully enhance the Commission's public outreach efforts. A special emphasis is being made on the development and creation of polished, professional grade marketing and branding materials. To effectively carry the various elements of the scope, the selected firms will need to know the history and progress of the Commission's project delivery efforts, educational advocacy endeavors, and the progress of the RCA's implementation of the Multiple Species Habitat Conservation Plan.

The successful firms are expected to support the Commission's public outreach efforts in the following areas:

Module 1: Content Development

- Arrange and supervise the conversion of artwork and copy used to produce the finished advertisement directly or through the use of printers, videographers, photographers, recording studios, and developers.
- Help develop advertising materials which may include print, broadcast, out-of-home, static advertising, point of sale materials, interactive, collateral pieces and infographics, reports and booklets, digital and social media assets, motion graphics, and videos to tell stories for the objectives of the Commission.
- Work with RCTC's internal creative team in a support role on a variety of marketing and advertising efforts.
- Provide photography and videography services for small- and large-scale efforts including but not limited to events, general branding, testimonials, interviews, training, and tutorials.
- Create production schedules and timelines.
- Scout locations and finalize shot lists.
- Develop storyboards and write scripts for video production.
- Provide all necessary equipment and setup for photography and video shoots.
- Edit video footage into final video formats to be shared through the Commission's social media and online channels.
- Edit photos and provide high-resolution files to the Commission.

Module 2: Public Relations

- Develop and help implement comprehensive public relations strategies and tactics related to the Commission's projects and educational outreach.
- Conduct research on projects and Commission programs to develop key messaging, talking points, summaries, messaging for collateral, which may include but are not limited to speech and script writing, etc.
- Write, edit, and proof materials including but not limited to press releases, media advisories, and content for the RCTC and RCA blog and e-newsletters.
- Develop, maintain, and/or implement editorial calendars, including for the RCTC and RCA newsletters.

- Provide media relations strategies based on sound and comprehensive knowledge of Riverside County.
- Develop multimedia social media content, including messaging, videos, animations, infographics, and other media relevant to current trends.
- Consult, develop, and/or implement crisis communications and emergency plans.
- Plan ahead for RCTC related projects and outreach needed to properly inform residents of project impacts and updates.
- Offer recommendations to educate the community, enhance outreach, and improve public perception.
- Evolve and adapt to fulfil assignments with consistency based on edits marked by Public Affairs team.

Module 3: Community Engagement and Stakeholder Outreach

- Partner with Community Based Organizations to implement projects and programs
- Develop and maintain agencywide list of key stakeholders.
- Plan and develop speakers bureau for RCTC executive management
- Coordinate with professional and industry associations to schedule presentations. Closely partner with Community Based Organizations to distribute message and materials in support of Commission projects and educational efforts.

Module 4: Event Management

- Prepare and organize, in support of the Commission, special events such as ribbon cutting and ground-breaking ceremonies.
- Prepare and organize media events and government relations activities
- Coordinate, facilitate, promote, bilingual staffing, and recording minutes for in-person and virtual public hearings, public meetings, and open houses to relay information, gather feedback, and encourage residents and stakeholders to provide feedback.
- Prepare, plan, and staff tabling events at community events, celebrations, and industry events

Public Outreach and Marketing Plan Submittal

Your proposal should include a sample of a public outreach and marketing plan for an RCTC project. It should include both qualitative and quantitative objectives and outcomes. Please specify how you would meet the objectives of each module listed above. This includes a workplan for each module.

A list of anticipated projects, programs, and initiatives is shown in Table 1. This list is illustrative of the types of projects, events, and efforts the selected consultants may assist with but can vary. The public outreach and promotional plan shall include goals, issues to be addressed, potential audiences, opportunities, outreach activities and materials, proposed staffing, and ways to measure success. The consultant shall provide a tabulation of required time and materials, estimated budget, and the percentage prior to the overall program. A separate tabulation is not required for the individual Commission projects, programs, and initiatives shown in Table 1.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise.

Throughout the term of the contract, the consultant will provide services at the request of the Commission's External Affairs Department and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission and staff.

The consultant may need to coordinate with engineering consultants under contract with the Commission and other regulatory agencies to gather information necessary for the public outreach and marketing activities. The consultant also may need to coordinate with other consultants already under contract to the Commission for services including but not limited to website maintenance and development, strategic communications, public opinion, and graphic design.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

Table 1: Anticipated* Projects, Programs, and Initiatives	
Programs and Projects	Location
Transportation Funding Challenges (ongoing)	Countywide
Measure A Public Education	Countywide
Industry Advocacy Education	Regional
RCTC: 50 th Anniversary (2026)	Countywide
Public Safety Awareness Outreach (e.g. Go Human)	Countywide
Public Awareness of RCTC Transportation Programs including but not limited to commuter assistance, bus and passenger rail services, and specialized transit services	Countywide
Express Lanes/Tolling Education	Western Riverside County
Early highway and transit project education	Countywide
Community Based Organizations Coordination	Countywide

RCA: 146 Project Youth Education	Western Riverside County
RCA: Recreational Opportunities	Western Riverside County

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EXHIBIT "B"

NOT USED

[__INSERT__]

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EXHIBIT "C"

COMPENSATION

[__INSERT__]

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EXHIBIT "C"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2026/27	Services	\$ 350,000.00
FY 2027/28	Services	\$ 350,000.00
FY 2028/29	Services	\$ 350,000.00
FY 2029/30	Services	\$ 350,000.00
FY 2030/31	Services	\$ 350,000.00
SUBTOTAL		1,750,000.00
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 1,750,000.00

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

Agreement No. 25-15-0124-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES
WITH COSTIN PUBLIC OUTREACH GROUP**

1. 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 **COSTIN PUBLIC OUTREACH GROUP** ("Consultant"), a **CORPORATION**.

2. RECITALS.

2.1 Commission is the County Transportation Commission for Riverside County, with responsibility for, among other things, implementing or allocating funding for various transportation programs and projects throughout the County of Riverside ("County").

2.2 The Western Riverside County Regional Conservation Authority ("RCA") is a Joint Powers Authority ("JPA") comprised of the County and eighteen cities in the western portion of the County.

2.3 Pursuant to an Implementation and Management Services Agreement between the Commission and RCA, the Commission provides management services on behalf of RCA, and may contract with consultants to provide services for RCA.

2.4 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission, for Commission's or RCA's benefit. Consultant represents that it is a professional consultant, experienced in providing **ON-CALL PUBLIC OUTREACH AND MARKETING** services to public clients, is licensed in the State of California, if required, and is familiar with the plans of Commission.

2.5 Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order") for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

2.6 Commission may engage Consultant to provide services for the benefit of the Western Riverside County Regional Conservation Authority ("RCA").

3. TERMS.

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

3.2 Task Orders; Commencement of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall not commence performance of any services or work until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in this Section. No payment will be made for any services or work performed prior to approval of this Agreement, and receipt of Commission's Task Order Authorization.

3.3 Term. The term of this Agreement shall be from the date first specified above to 07/31/2028, 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 set forth in a Task Order. The Commission, at its sole discretion, may extend this Agreement for two additional, two-year option terms.

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

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

3.6 Conformance to Applicable Requirements; Coordination. All work prepared by Consultant shall be subject to the approval of Commission. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.7 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: **SARAH SWENSSON KING, ERIN RYAN, MARISA CAMPOS TRAUTZ, TINA DAY, AND CYNTHIA UNZUETA**, or as otherwise identified in the Task Order.

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission and RCA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, RCA, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

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

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

(iii) The policy shall give the Commission, RCA, 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 RCA'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, RCA, 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, RCA, 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, RCA, 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, RCA, 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, RCA, 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 RCA (if agreed to in a written contract or agreement) before the Commission's and RCA's own insurance or self-insurance shall be called upon to protect them 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) Except for the professional liability coverage, all coverages shall contain or be endorsed to include a waiver of subrogation in favor of the Commission, RCA and their officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance in compliance with this Agreement to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission and RCA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) Neither the Commission, RCA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

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

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

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

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

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant

shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto.

3.14.2 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by written amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

3.14.3 Commission has or will enter into five (5) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement **25-15-124-00**. The other On-Call Public Outreach and Marketing Contracts are **25-15-063-00 ARELLANO ASSOCIATES, 25-15-125-00 Kleinfelder Construction Services, 25-15-126-00 Southwest Strategies, and 25-15-127-00 VMA Communications**. The total amount payable by Commission for the On-Call Public Outreach and Marketing Services Contracts shall not exceed a cumulative maximum total value of **One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000)** ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call Public Outreach and Marketing Services Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call Public Outreach and Marketing Services Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call Public Outreach and Marketing Services Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.4 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Separate statements itemizing all costs are required for all work performed under each Task Order. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

3.16.2 Effect of Termination. If this Agreement or any Task Order is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this

Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

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

CONSULTANT:

Costin Public Outreach Group
18091 Fieldbury Lane
Huntington Beach, CA 92647

Attn: Sara Costin Mockus

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and RCA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission and RCA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission and RCA shall not be limited in any way in their 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 or RCA's sole risk.

3.18.2 Intellectual Property. In addition, Commission and RCA shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission and RCA 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 or RCA, 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 and RCA are further granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such

materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's or RCA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, RCA, 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, RCA, 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, RCA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, RCA 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, RCA, 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.

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

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

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

3.25 Right to Employ Other Consultants. The Commission and RCA reserve the right to employ other consultants in connection with the Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

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

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission,

shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.27.4 Employment Adverse to the Commission or RCA. 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 or RCA during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

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

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

agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

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

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

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

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

the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

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

3.36 No Third Party Beneficiaries. RCA is an intended third party beneficiary of any right or benefit granted to RCA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

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

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES
WITH COSTIN PUBLIC OUTREACH GROUP**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
COSTIN PUBLIC OUTREACH GROUP**

By: _____
**AARON HAKE
EXECUTIVE DIRECTOR**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

[__INSERT__]

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Statement of Services

On-Call Public Outreach Services and Marketing

The Riverside County Transportation Commission (“the Commission”) seeks to identify and select a bench of consultants that demonstrate the experience, knowledge, and capacity to provide agency-wide public outreach, community engagement, branding, graphic design, multimedia, and marketing services. Successful consultants will proactively offer suggestions for improvement in these areas. The selected consultants shall provide services on an on-call basis to the Commission for a variety of transportation projects, programs, and initiatives to help achieve measurable public outreach, branding, promotional activity, and department goals.

In addition, in its role as the managing agency for the Western Riverside County Regional Conservation Authority (“the RCA”), the Commission engages with the public to highlight the connection between infrastructure development, such as transportation projects, and land conservation. The selected consultants shall also provide services to help meet measurable public outreach, branding, promotional activity, and department goals for the RCA.

Through the contract award, the Commission aims to enhance its presence across Riverside County through diverse public outreach efforts and strategies. Selected consultants will need significant experience in areas such as but not limited to, marketing, crafting messaging, graphic design, video production, communications, and public engagement to provide the Commission recommendations to achieve goals in each of these areas. The overarching goal of this award is to communicate the Commission’s story to residents, build awareness of the Commission’s accomplishments and challenges, and encourage public participation and engagement with the Commission’s work.

The selected consultants shall coordinate with the Commission’s External Affairs staff to develop and execute data-driven, bilingual (English and Spanish) public outreach and marketing efforts in support of past, present, and future projects and services.

Requirements and Contract Information:

As an on-call communications consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. External Affairs staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of five consultants and strongly encourages firms to seek the services of subcontractors that can help deliver certain specialized skillsets, such as graphic design, content development, branding, and community engagement. This will be vital as the Commission is expected to deliver well-thought-out communications strategies to be implemented in close collaboration with the External Affairs Department. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should

do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at the Commission's sole discretion.

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Scope of Work:

The Commission uses an array of public outreach, promotional, marketing strategies to provide information to and engage with Riverside County residents in decision-making processes related to transportation and land conservation efforts. To ensure the Commission's story is being communicated effectively, the selected firms are expected to be proactive in researching and understanding RCTC and RCA projects and initiatives to successfully enhance the Commission's public outreach efforts. A special emphasis is being made on the development and creation of polished, professional grade marketing and branding materials. To effectively carry the various elements of the scope, the selected firms will need to know the history and progress of the Commission's project delivery efforts, educational advocacy endeavors, and the progress of the RCA's implementation of the Multiple Species Habitat Conservation Plan.

The successful firms are expected to support the Commission's public outreach efforts in the following areas:

Module 1: Content Development

- Arrange and supervise the conversion of artwork and copy used to produce the finished advertisement directly or through the use of printers, videographers, photographers, recording studios, and developers.
- Help develop advertising materials which may include print, broadcast, out-of-home, static advertising, point of sale materials, interactive, collateral pieces and infographics, reports and booklets, digital and social media assets, motion graphics, and videos to tell stories for the objectives of the Commission.
- Work with RCTC's internal creative team in a support role on a variety of marketing and advertising efforts.
- Provide photography and videography services for small- and large-scale efforts including but not limited to events, general branding, testimonials, interviews, training, and tutorials.
- Create production schedules and timelines.
- Scout locations and finalize shot lists.
- Develop storyboards and write scripts for video production.
- Provide all necessary equipment and setup for photography and video shoots.
- Edit video footage into final video formats to be shared through the Commission's social media and online channels.
- Edit photos and provide high-resolution files to the Commission.

Module 2: Public Relations

- Develop and help implement comprehensive public relations strategies and tactics related to the Commission's projects and educational outreach.
- Conduct research on projects and Commission programs to develop key messaging, talking points, summaries, messaging for collateral, which may include but are not limited to speech and script writing, etc.
- Write, edit, and proof materials including but not limited to press releases, media advisories, and content for the RCTC and RCA blog and e-newsletters.
- Develop, maintain, and/or implement editorial calendars, including for the RCTC and RCA newsletters.

- Provide media relations strategies based on sound and comprehensive knowledge of Riverside County.
- Develop multimedia social media content, including messaging, videos, animations, infographics, and other media relevant to current trends.
- Consult, develop, and/or implement crisis communications and emergency plans.
- Plan ahead for RCTC related projects and outreach needed to properly inform residents of project impacts and updates.
- Offer recommendations to educate the community, enhance outreach, and improve public perception.
- Evolve and adapt to fulfil assignments with consistency based on edits marked by Public Affairs team.

Module 3: Community Engagement and Stakeholder Outreach

- Partner with Community Based Organizations to implement projects and programs
- Develop and maintain agencywide list of key stakeholders.
- Plan and develop speakers bureau for RCTC executive management
- Coordinate with professional and industry associations to schedule presentations. Closely partner with Community Based Organizations to distribute message and materials in support of Commission projects and educational efforts.

Module 4: Event Management

- Prepare and organize, in support of the Commission, special events such as ribbon cutting and ground-breaking ceremonies.
- Prepare and organize media events and government relations activities
- Coordinate, facilitate, promote, bilingual staffing, and recording minutes for in-person and virtual public hearings, public meetings, and open houses to relay information, gather feedback, and encourage residents and stakeholders to provide feedback.
- Prepare, plan, and staff tabling events at community events, celebrations, and industry events

Public Outreach and Marketing Plan Submittal

Your proposal should include a sample of a public outreach and marketing plan for an RCTC project. It should include both qualitative and quantitative objectives and outcomes. Please specify how you would meet the objectives of each module listed above. This includes a workplan for each module.

A list of anticipated projects, programs, and initiatives is shown in Table 1. This list is illustrative of the types of projects, events, and efforts the selected consultants may assist with but can vary. The public outreach and promotional plan shall include goals, issues to be addressed, potential audiences, opportunities, outreach activities and materials, proposed staffing, and ways to measure success. The consultant shall provide a tabulation of required time and materials, estimated budget, and the percentage prior to the overall program. A separate tabulation is not required for the individual Commission projects, programs, and initiatives shown in Table 1.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise.

Throughout the term of the contract, the consultant will provide services at the request of the Commission's External Affairs Department and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission and staff.

The consultant may need to coordinate with engineering consultants under contract with the Commission and other regulatory agencies to gather information necessary for the public outreach and marketing activities. The consultant also may need to coordinate with other consultants already under contract to the Commission for services including but not limited to website maintenance and development, strategic communications, public opinion, and graphic design.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

Table 1: Anticipated* Projects, Programs, and Initiatives	
Programs and Projects	Location
Transportation Funding Challenges (ongoing)	Countywide
Measure A Public Education	Countywide
Industry Advocacy Education	Regional
RCTC: 50 th Anniversary (2026)	Countywide
Public Safety Awareness Outreach (e.g. Go Human)	Countywide
Public Awareness of RCTC Transportation Programs including but not limited to commuter assistance, bus and passenger rail services, and specialized transit services	Countywide
Express Lanes/Tolling Education	Western Riverside County
Early highway and transit project education	Countywide
Community Based Organizations Coordination	Countywide

RCA: 146 Project Youth Education	Western Riverside County
RCA: Recreational Opportunities	Western Riverside County

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EXHIBIT "B"

NOT USED

[__INSERT__]

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EXHIBIT "C"

COMPENSATION

[__INSERT__]

DRAFT

EXHIBIT "C"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2026/27	Services	\$ 350,000.00
FY 2027/28	Services	\$ 350,000.00
FY 2028/29	Services	\$ 350,000.00
FY 2029/30	Services	\$ 350,000.00
FY 2030/31	Services	\$ 350,000.00
SUBTOTAL		1,750,000.00
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 1,750,000.00

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

Agreement No. 25-15-125-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES
WITH KLEINFELDER CONSTRUCTION SERVICES**

1. 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 **KLEINFELDER CONSTRUCTION SERVICES** ("Consultant"), a **CORPORATION**.

2. RECITALS.

2.1 Commission is the County Transportation Commission for Riverside County, with responsibility for, among other things, implementing or allocating funding for various transportation programs and projects throughout the County of Riverside ("County").

2.2 The Western Riverside County Regional Conservation Authority ("RCA") is a Joint Powers Authority ("JPA") comprised of the County and eighteen cities in the western portion of the County.

2.3 Pursuant to an Implementation and Management Services Agreement between the Commission and RCA, the Commission provides management services on behalf of RCA, and may contract with consultants to provide services for RCA.

2.4 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission, for Commission's or RCA's benefit. Consultant represents that it is a professional consultant, experienced in providing **ON-CALL PUBLIC OUTREACH AND MARKETING** services to public clients, is licensed in the State of California, if required, and is familiar with the plans of Commission.

2.5 Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order") for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

2.6 Commission may engage Consultant to provide services for the benefit of the Western Riverside County Regional Conservation Authority ("RCA").

3. TERMS.

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

3.2 Task Orders; Commencement of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall not commence performance of any services or work until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in this Section. No payment will be made for any services or work performed prior to approval of this Agreement, and receipt of Commission's Task Order Authorization.

3.3 Term. The term of this Agreement shall be from the date first specified above to _07/31/2028, 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 set forth in a Task Order. The Commission, at its sole discretion, may extend this Agreement for two additional, two-year option terms.

3.4 Schedule of Services. Consultant shall perform the Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's

submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.6 Conformance to Applicable Requirements; Coordination. All work prepared by Consultant shall be subject to the approval of Commission. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.7 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: **ANNA FINLAY, ANDREA SUAREZ, AND MARISA GREENWAY**, or as otherwise identified in the Task Order.

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

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

techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission and RCA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, RCA, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and

maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

(iii) The policy shall give the Commission, RCA, 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 RCA'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, RCA, 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, RCA, 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, RCA, 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, RCA, 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, RCA, 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 RCA (if agreed to in a written contract or agreement) before the Commission's and RCA's own insurance or self-insurance shall be called upon to protect them 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) Except for the professional liability coverage, all coverages shall contain or be endorsed to include a waiver of subrogation in favor of the Commission, RCA and their officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance in compliance with this Agreement to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission and RCA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) Neither the Commission, RCA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

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

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

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

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission and RCA as additional insureds using ISO form CG 20 38 04 13 or an

endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto.

3.14.2 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by written amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

3.14.3 Commission has or will enter into five (5) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement **25-15-125-00**. The other On-Call Public Outreach and Marketing Contracts are **25-15-063-00 Arellano Associates, 25-15-124-00 Costin Public Outreach Group, 25-15-126-00 Southwest Strategies, and 25-15-127-00 VMA Communications**. The total amount payable by Commission for the On-Call Public Outreach and Marketing Services Contracts shall not exceed a cumulative maximum total value of **One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000)** ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call Public Outreach and Marketing Services Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call Public Outreach and Marketing Services Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call Public Outreach and Marketing Services Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.4 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Separate statements itemizing all costs are required for all work performed under each Task Order. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

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

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

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

CONSULTANT:

Kleinfelder Construction Services
2280 Market Street, Ste. 300
Riverside, CA 92501

Attn: Rich Fitterer

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and RCA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission and RCA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were

prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission and RCA shall not be limited in any way in their 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 or RCA's sole risk.

3.18.2 Intellectual Property. In addition, Commission and RCA shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission and RCA 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 or RCA, 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 and RCA are further granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in

connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's or RCA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, RCA, 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, RCA, 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, RCA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, RCA 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, RCA, 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.

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

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

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

3.25 Right to Employ Other Consultants. The Commission and RCA reserve the right to employ other consultants in connection with the Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

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

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

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

3.27.4 Employment Adverse to the Commission or RCA. 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 or RCA during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

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

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

Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, RCA, their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

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

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

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime

is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

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

3.36 No Third Party Beneficiaries. RCA is an intended third party beneficiary of any right or benefit granted to RCA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

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

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations

of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES
WITH KLEINFELDER CONSTRUCTION SERVICES**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
KLEINFELDER CONSTRUCTION SERVICES**

By: _____
**AARON HAKE
EXECUTIVE DIRECTOR**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

[__INSERT__]

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Statement of Services

On-Call Public Outreach Services and Marketing

The Riverside County Transportation Commission (“the Commission”) seeks to identify and select a bench of consultants that demonstrate the experience, knowledge, and capacity to provide agency-wide public outreach, community engagement, branding, graphic design, multimedia, and marketing services. Successful consultants will proactively offer suggestions for improvement in these areas. The selected consultants shall provide services on an on-call basis to the Commission for a variety of transportation projects, programs, and initiatives to help achieve measurable public outreach, branding, promotional activity, and department goals.

In addition, in its role as the managing agency for the Western Riverside County Regional Conservation Authority (“the RCA”), the Commission engages with the public to highlight the connection between infrastructure development, such as transportation projects, and land conservation. The selected consultants shall also provide services to help meet measurable public outreach, branding, promotional activity, and department goals for the RCA.

Through the contract award, the Commission aims to enhance its presence across Riverside County through diverse public outreach efforts and strategies. Selected consultants will need significant experience in areas such as but not limited to, marketing, crafting messaging, graphic design, video production, communications, and public engagement to provide the Commission recommendations to achieve goals in each of these areas. The overarching goal of this award is to communicate the Commission’s story to residents, build awareness of the Commission’s accomplishments and challenges, and encourage public participation and engagement with the Commission’s work.

The selected consultants shall coordinate with the Commission’s External Affairs staff to develop and execute data-driven, bilingual (English and Spanish) public outreach and marketing efforts in support of past, present, and future projects and services.

Requirements and Contract Information:

As an on-call communications consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. External Affairs staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of five consultants and strongly encourages firms to seek the services of subcontractors that can help deliver certain specialized skillsets, such as graphic design, content development, branding, and community engagement. This will be vital as the Commission is expected to deliver well-thought-out communications strategies to be implemented in close collaboration with the External Affairs Department. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should

do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at the Commission's sole discretion.

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Scope of Work:

The Commission uses an array of public outreach, promotional, marketing strategies to provide information to and engage with Riverside County residents in decision-making processes related to transportation and land conservation efforts. To ensure the Commission's story is being communicated effectively, the selected firms are expected to be proactive in researching and understanding RCTC and RCA projects and initiatives to successfully enhance the Commission's public outreach efforts. A special emphasis is being made on the development and creation of polished, professional grade marketing and branding materials. To effectively carry the various elements of the scope, the selected firms will need to know the history and progress of the Commission's project delivery efforts, educational advocacy endeavors, and the progress of the RCA's implementation of the Multiple Species Habitat Conservation Plan.

The successful firms are expected to support the Commission's public outreach efforts in the following areas:

Module 1: Content Development

- Arrange and supervise the conversion of artwork and copy used to produce the finished advertisement directly or through the use of printers, videographers, photographers, recording studios, and developers.
- Help develop advertising materials which may include print, broadcast, out-of-home, static advertising, point of sale materials, interactive, collateral pieces and infographics, reports and booklets, digital and social media assets, motion graphics, and videos to tell stories for the objectives of the Commission.
- Work with RCTC's internal creative team in a support role on a variety of marketing and advertising efforts.
- Provide photography and videography services for small- and large-scale efforts including but not limited to events, general branding, testimonials, interviews, training, and tutorials.
- Create production schedules and timelines.
- Scout locations and finalize shot lists.
- Develop storyboards and write scripts for video production.
- Provide all necessary equipment and setup for photography and video shoots.
- Edit video footage into final video formats to be shared through the Commission's social media and online channels.
- Edit photos and provide high-resolution files to the Commission.

Module 2: Public Relations

- Develop and help implement comprehensive public relations strategies and tactics related to the Commission's projects and educational outreach.
- Conduct research on projects and Commission programs to develop key messaging, talking points, summaries, messaging for collateral, which may include but are not limited to speech and script writing, etc.
- Write, edit, and proof materials including but not limited to press releases, media advisories, and content for the RCTC and RCA blog and e-newsletters.
- Develop, maintain, and/or implement editorial calendars, including for the RCTC and RCA newsletters.

- Provide media relations strategies based on sound and comprehensive knowledge of Riverside County.
- Develop multimedia social media content, including messaging, videos, animations, infographics, and other media relevant to current trends.
- Consult, develop, and/or implement crisis communications and emergency plans.
- Plan ahead for RCTC related projects and outreach needed to properly inform residents of project impacts and updates.
- Offer recommendations to educate the community, enhance outreach, and improve public perception.
- Evolve and adapt to fulfil assignments with consistency based on edits marked by Public Affairs team.

Module 3: Community Engagement and Stakeholder Outreach

- Partner with Community Based Organizations to implement projects and programs
- Develop and maintain agencywide list of key stakeholders.
- Plan and develop speakers bureau for RCTC executive management
- Coordinate with professional and industry associations to schedule presentations. Closely partner with Community Based Organizations to distribute message and materials in support of Commission projects and educational efforts.

Module 4: Event Management

- Prepare and organize, in support of the Commission, special events such as ribbon cutting and ground-breaking ceremonies.
- Prepare and organize media events and government relations activities
- Coordinate, facilitate, promote, bilingual staffing, and recording minutes for in-person and virtual public hearings, public meetings, and open houses to relay information, gather feedback, and encourage residents and stakeholders to provide feedback.
- Prepare, plan, and staff tabling events at community events, celebrations, and industry events

Public Outreach and Marketing Plan Submittal

Your proposal should include a sample of a public outreach and marketing plan for an RCTC project. It should include both qualitative and quantitative objectives and outcomes. Please specify how you would meet the objectives of each module listed above. This includes a workplan for each module.

A list of anticipated projects, programs, and initiatives is shown in Table 1. This list is illustrative of the types of projects, events, and efforts the selected consultants may assist with but can vary. The public outreach and promotional plan shall include goals, issues to be addressed, potential audiences, opportunities, outreach activities and materials, proposed staffing, and ways to measure success. The consultant shall provide a tabulation of required time and materials, estimated budget, and the percentage prior to the overall program. A separate tabulation is not required for the individual Commission projects, programs, and initiatives shown in Table 1.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise.

Throughout the term of the contract, the consultant will provide services at the request of the Commission's External Affairs Department and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission and staff.

The consultant may need to coordinate with engineering consultants under contract with the Commission and other regulatory agencies to gather information necessary for the public outreach and marketing activities. The consultant also may need to coordinate with other consultants already under contract to the Commission for services including but not limited to website maintenance and development, strategic communications, public opinion, and graphic design.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

Table 1: Anticipated* Projects, Programs, and Initiatives	
Programs and Projects	Location
Transportation Funding Challenges (ongoing)	Countywide
Measure A Public Education	Countywide
Industry Advocacy Education	Regional
RCTC: 50 th Anniversary (2026)	Countywide
Public Safety Awareness Outreach (e.g. Go Human)	Countywide
Public Awareness of RCTC Transportation Programs including but not limited to commuter assistance, bus and passenger rail services, and specialized transit services	Countywide
Express Lanes/Tolling Education	Western Riverside County
Early highway and transit project education	Countywide
Community Based Organizations Coordination	Countywide

RCA: 146 Project Youth Education	Western Riverside County
RCA: Recreational Opportunities	Western Riverside County

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EXHIBIT "B"

NOT USED

[__INSERT__]

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EXHIBIT "C"

COMPENSATION

[__INSERT__]

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EXHIBIT "C"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2026/27	Services	\$ 350,000.00
FY 2027/28	Services	\$ 350,000.00
FY 2028/29	Services	\$ 350,000.00
FY 2029/30	Services	\$ 350,000.00
FY 2030/31	Services	\$ 350,000.00
SUBTOTAL		1,750,000.00
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 1,750,000.00

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

Agreement No. 25-15-126-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES
WITH SOUTHWEST STRATEGIES GROUP**

1. 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 **SOUTHWEST STRATEGIES GROUP** ("Consultant"), a **LLC**.

2. RECITALS.

2.1 Commission is the County Transportation Commission for Riverside County, with responsibility for, among other things, implementing or allocating funding for various transportation programs and projects throughout the County of Riverside ("County").

2.2 The Western Riverside County Regional Conservation Authority ("RCA") is a Joint Powers Authority ("JPA") comprised of the County and eighteen cities in the western portion of the County.

2.3 Pursuant to an Implementation and Management Services Agreement between the Commission and RCA, the Commission provides management services on behalf of RCA, and may contract with consultants to provide services for RCA.

2.4 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission, for Commission's or RCA's benefit. Consultant represents that it is a professional consultant, experienced in providing **ON-CALL PUBLIC OUTREACH AND MARKETING** services to public clients, is licensed in the State of California, if required, and is familiar with the plans of Commission.

2.5 Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order") for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

2.6 Commission may engage Consultant to provide services for the benefit of the Western Riverside County Regional Conservation Authority ("RCA").

3. TERMS.

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

3.2 Task Orders; Commencement of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall not commence performance of any services or work until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in this Section. No payment will be made for any services or work performed prior to approval of this Agreement, and receipt of Commission's Task Order Authorization.

3.3 Term. The term of this Agreement shall be from the date first specified above to 07/31/2028, 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 set forth in a Task Order. The Commission, at its sole discretion, may extend this Agreement for two additional, two-year option terms.

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

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

3.6 Conformance to Applicable Requirements; Coordination. All work prepared by Consultant shall be subject to the approval of Commission. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.7 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: **HOPE REILLY, ZACHARY MACQUARRIE, VALERIA HERNANDEZ, ROBERT CHEVEZ, SAMANTHA GOLDSTEIN, QUIN LA CAPRA, JESSICA NEWTON, PAULINA SIERRA, TESSA SCHALL, RICHARD BERNARD, SHANNON BOFFA, KARLENE SANCHEZ, MIKE WATSON, ADAM SONENSHEIN, MARISSA TWITE, SARA JOHNSON, ANY PHONHSONGKHAM, MELISSA CABRAL, HANNAH BLOME, AMANDA CSISZAR, RAY VASQUEZ, AND EDDIE VILLANUEVA**, or as otherwise identified in the Task Order.

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

3.9 Consultant's Representative. Consultant hereby designates **HOPE REILLY**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services,

using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission and RCA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, RCA, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and

maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

(iii) The policy shall give the Commission, RCA, 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 RCA'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, RCA, 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, RCA, 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, RCA, 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, RCA, 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, RCA, 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 RCA (if agreed to in a written contract or agreement) before the Commission's and RCA's own insurance or self-insurance shall be called upon to protect them 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) Except for the professional liability coverage, all coverages shall contain or be endorsed to include a waiver of subrogation in favor of the Commission, RCA and their officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance in compliance with this Agreement to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission and RCA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) Neither the Commission, RCA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

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

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

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

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission and RCA as additional insureds using ISO form CG 20 38 04 13 or an

endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto.

3.14.2 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by written amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

3.14.3 Commission has or will enter into five (5) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement **25-15-126-00**. The other On-Call Public Outreach and Marketing Contracts are **25-15-063-00 Arellano Associates, 25-15-124-00 Costin Public Outreach Group, 25-15-125-00 Kleinfelder Construction Services, and 25-15-127-00 VMA Communications**. The total amount payable by Commission for the On-Call Public Outreach and Marketing Services Contracts shall not exceed a cumulative maximum total value of **One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000)** ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call Public Outreach and Marketing Services Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call Public Outreach and Marketing Services Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call Public Outreach and Marketing Services Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task

Order that exceeds the NTE Sum.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.4 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Separate statements itemizing all costs are required for all work performed under each Task Order. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

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

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

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

CONSULTANT:

Southwest Strategies Group
12770 El Camino Real, Ste. 100
San Diego, CA 92130

Attn: Chris Wahl

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and RCA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission and RCA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant

makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission and RCA shall not be limited in any way in their 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 or RCA's sole risk.

3.18.2 Intellectual Property. In addition, Commission and RCA shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission and RCA 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 or RCA, 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 and RCA are further granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant.

Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's or RCA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, RCA, 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, RCA, 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, RCA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, RCA 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, RCA, 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.

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

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

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

3.25 Right to Employ Other Consultants. The Commission and RCA reserve the right to employ other consultants in connection with the Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

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

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

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

3.27.4 Employment Adverse to the Commission or RCA. 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 or RCA during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

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

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

Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, RCA, their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

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

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

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one

calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

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

3.36 No Third Party Beneficiaries. RCA is an intended third party beneficiary of any right or benefit granted to RCA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

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

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations

of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES
WITH SOUTHWEST STRATEGIES GROUP**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
SOUTHWEST STRATEGIES GROUP**

By: _____
**AARON HAKE
EXECUTIVE DIRECTOR**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

[__INSERT__]

DRAFT

Statement of Services

On-Call Public Outreach Services and Marketing

The Riverside County Transportation Commission (“the Commission”) seeks to identify and select a bench of consultants that demonstrate the experience, knowledge, and capacity to provide agency-wide public outreach, community engagement, branding, graphic design, multimedia, and marketing services. Successful consultants will proactively offer suggestions for improvement in these areas. The selected consultants shall provide services on an on-call basis to the Commission for a variety of transportation projects, programs, and initiatives to help achieve measurable public outreach, branding, promotional activity, and department goals.

In addition, in its role as the managing agency for the Western Riverside County Regional Conservation Authority (“the RCA”), the Commission engages with the public to highlight the connection between infrastructure development, such as transportation projects, and land conservation. The selected consultants shall also provide services to help meet measurable public outreach, branding, promotional activity, and department goals for the RCA.

Through the contract award, the Commission aims to enhance its presence across Riverside County through diverse public outreach efforts and strategies. Selected consultants will need significant experience in areas such as but not limited to, marketing, crafting messaging, graphic design, video production, communications, and public engagement to provide the Commission recommendations to achieve goals in each of these areas. The overarching goal of this award is to communicate the Commission’s story to residents, build awareness of the Commission’s accomplishments and challenges, and encourage public participation and engagement with the Commission’s work.

The selected consultants shall coordinate with the Commission’s External Affairs staff to develop and execute data-driven, bilingual (English and Spanish) public outreach and marketing efforts in support of past, present, and future projects and services.

Requirements and Contract Information:

As an on-call communications consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. External Affairs staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of five consultants and strongly encourages firms to seek the services of subcontractors that can help deliver certain specialized skillsets, such as graphic design, content development, branding, and community engagement. This will be vital as the Commission is expected to deliver well-thought-out communications strategies to be implemented in close collaboration with the External Affairs Department. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should

do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at the Commission's sole discretion.

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Scope of Work:

The Commission uses an array of public outreach, promotional, marketing strategies to provide information to and engage with Riverside County residents in decision-making processes related to transportation and land conservation efforts. To ensure the Commission's story is being communicated effectively, the selected firms are expected to be proactive in researching and understanding RCTC and RCA projects and initiatives to successfully enhance the Commission's public outreach efforts. A special emphasis is being made on the development and creation of polished, professional grade marketing and branding materials. To effectively carry the various elements of the scope, the selected firms will need to know the history and progress of the Commission's project delivery efforts, educational advocacy endeavors, and the progress of the RCA's implementation of the Multiple Species Habitat Conservation Plan.

The successful firms are expected to support the Commission's public outreach efforts in the following areas:

Module 1: Content Development

- Arrange and supervise the conversion of artwork and copy used to produce the finished advertisement directly or through the use of printers, videographers, photographers, recording studios, and developers.
- Help develop advertising materials which may include print, broadcast, out-of-home, static advertising, point of sale materials, interactive, collateral pieces and infographics, reports and booklets, digital and social media assets, motion graphics, and videos to tell stories for the objectives of the Commission.
- Work with RCTC's internal creative team in a support role on a variety of marketing and advertising efforts.
- Provide photography and videography services for small- and large-scale efforts including but not limited to events, general branding, testimonials, interviews, training, and tutorials.
- Create production schedules and timelines.
- Scout locations and finalize shot lists.
- Develop storyboards and write scripts for video production.
- Provide all necessary equipment and setup for photography and video shoots.
- Edit video footage into final video formats to be shared through the Commission's social media and online channels.
- Edit photos and provide high-resolution files to the Commission.

Module 2: Public Relations

- Develop and help implement comprehensive public relations strategies and tactics related to the Commission's projects and educational outreach.
- Conduct research on projects and Commission programs to develop key messaging, talking points, summaries, messaging for collateral, which may include but are not limited to speech and script writing, etc.
- Write, edit, and proof materials including but not limited to press releases, media advisories, and content for the RCTC and RCA blog and e-newsletters.
- Develop, maintain, and/or implement editorial calendars, including for the RCTC and RCA newsletters.

- Provide media relations strategies based on sound and comprehensive knowledge of Riverside County.
- Develop multimedia social media content, including messaging, videos, animations, infographics, and other media relevant to current trends.
- Consult, develop, and/or implement crisis communications and emergency plans.
- Plan ahead for RCTC related projects and outreach needed to properly inform residents of project impacts and updates.
- Offer recommendations to educate the community, enhance outreach, and improve public perception.
- Evolve and adapt to fulfil assignments with consistency based on edits marked by Public Affairs team.

Module 3: Community Engagement and Stakeholder Outreach

- Partner with Community Based Organizations to implement projects and programs
- Develop and maintain agencywide list of key stakeholders.
- Plan and develop speakers bureau for RCTC executive management
- Coordinate with professional and industry associations to schedule presentations. Closely partner with Community Based Organizations to distribute message and materials in support of Commission projects and educational efforts.

Module 4: Event Management

- Prepare and organize, in support of the Commission, special events such as ribbon cutting and ground-breaking ceremonies.
- Prepare and organize media events and government relations activities
- Coordinate, facilitate, promote, bilingual staffing, and recording minutes for in-person and virtual public hearings, public meetings, and open houses to relay information, gather feedback, and encourage residents and stakeholders to provide feedback.
- Prepare, plan, and staff tabling events at community events, celebrations, and industry events

Public Outreach and Marketing Plan Submittal

Your proposal should include a sample of a public outreach and marketing plan for an RCTC project. It should include both qualitative and quantitative objectives and outcomes. Please specify how you would meet the objectives of each module listed above. This includes a workplan for each module.

A list of anticipated projects, programs, and initiatives is shown in Table 1. This list is illustrative of the types of projects, events, and efforts the selected consultants may assist with but can vary. The public outreach and promotional plan shall include goals, issues to be addressed, potential audiences, opportunities, outreach activities and materials, proposed staffing, and ways to measure success. The consultant shall provide a tabulation of required time and materials, estimated budget, and the percentage prior to the overall program. A separate tabulation is not required for the individual Commission projects, programs, and initiatives shown in Table 1.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise.

Throughout the term of the contract, the consultant will provide services at the request of the Commission's External Affairs Department and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission and staff.

The consultant may need to coordinate with engineering consultants under contract with the Commission and other regulatory agencies to gather information necessary for the public outreach and marketing activities. The consultant also may need to coordinate with other consultants already under contract to the Commission for services including but not limited to website maintenance and development, strategic communications, public opinion, and graphic design.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

Table 1: Anticipated* Projects, Programs, and Initiatives	
Programs and Projects	Location
Transportation Funding Challenges (ongoing)	Countywide
Measure A Public Education	Countywide
Industry Advocacy Education	Regional
RCTC: 50 th Anniversary (2026)	Countywide
Public Safety Awareness Outreach (e.g. Go Human)	Countywide
Public Awareness of RCTC Transportation Programs including but not limited to commuter assistance, bus and passenger rail services, and specialized transit services	Countywide
Express Lanes/Tolling Education	Western Riverside County
Early highway and transit project education	Countywide
Community Based Organizations Coordination	Countywide

RCA: 146 Project Youth Education	Western Riverside County
RCA: Recreational Opportunities	Western Riverside County

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EXHIBIT "B"

NOT USED

[__INSERT__]

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EXHIBIT "C"

COMPENSATION

[__INSERT__]

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EXHIBIT "C"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2026/27	Services	\$ 350,000.00
FY 2027/28	Services	\$ 350,000.00
FY 2028/29	Services	\$ 350,000.00
FY 2029/30	Services	\$ 350,000.00
FY 2030/31	Services	\$ 350,000.00
SUBTOTAL		1,750,000.00
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 1,750,000.00

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

Agreement No. 25-15-127-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES
WITH VMA COMMUNICATIONS**

1. 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 **VMA COMMUNICATIONS** ("Consultant"), a **CORPORATION**.

2. RECITALS.

2.1 Commission is the County Transportation Commission for Riverside County, with responsibility for, among other things, implementing or allocating funding for various transportation programs and projects throughout the County of Riverside ("County").

2.2 The Western Riverside County Regional Conservation Authority ("RCA") is a Joint Powers Authority ("JPA") comprised of the County and eighteen cities in the western portion of the County.

2.3 Pursuant to an Implementation and Management Services Agreement between the Commission and RCA, the Commission provides management services on behalf of RCA, and may contract with consultants to provide services for RCA.

2.4 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission, for Commission's or RCA's benefit. Consultant represents that it is a professional consultant, experienced in providing **ON-CALL PUBLIC OUTREACH AND MARKETING** services to public clients, is licensed in the State of California, if required, and is familiar with the plans of Commission.

2.5 Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order") for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

2.6 Commission may engage Consultant to provide services for the benefit of the Western Riverside County Regional Conservation Authority ("RCA").

3. TERMS.

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

3.2 Task Orders; Commencement of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall not commence performance of any services or work until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in this Section. No payment will be made for any services or work performed prior to approval of this Agreement, and receipt of Commission's Task Order Authorization.

3.3 Term. The term of this Agreement shall be from the date first specified above to 07/31/2028, 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 set forth in a Task Order. The Commission, at its sole discretion, may extend this Agreement for two additional, two-year option terms.

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

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

3.6 Conformance to Applicable Requirements; Coordination. All work prepared by Consultant shall be subject to the approval of Commission. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.7 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: **VALERIE MARTINEZ, CHELSEA DICKERSON, JAMIE CHANNELL, KAREN MCMILLEN, CLAUDIA CRUZ, HANNAH FLANAGAN, BEN FRECH, GRACE FUH, KARINA LAZO, ROSIE RICHARDSON, AND ANDREW SHORTALL**, or as otherwise identified in the Task Order.

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

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

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission and RCA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, RCA, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

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

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

(iii) The policy shall give the Commission, RCA, 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 RCA'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, RCA, 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, RCA, 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, RCA, 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, RCA, 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, RCA, 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 RCA (if agreed to in a written contract or agreement) before the Commission's and RCA's own insurance or self-insurance shall be called upon to protect them 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) Except for the professional liability coverage, all coverages shall contain or be endorsed to include a waiver of subrogation in favor of the Commission, RCA and their officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance in compliance with this Agreement to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission and RCA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) Neither the Commission, RCA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

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

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

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

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

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant

shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto.

3.14.2 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by written amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

3.14.3 Commission has or will enter into five (5) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement **25-15-127-00**. The other On-Call Public Outreach and Marketing Contracts are **25-15-063-00 Arellano Associates, 25-15-124-00 Costin Public Outreach Group, 25-15-125-00 Kleinfelder Construction Services, and 25-15-126-00 Southwest Strategies Group**. The total amount payable by Commission for the On-Call Public Outreach and Marketing Services Contracts shall not exceed a cumulative maximum total value of **One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000)** ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call Public Outreach and Marketing Services Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call Public Outreach and Marketing Services Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call Public Outreach and Marketing Services Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.4 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Separate statements itemizing all costs are required for all work performed under each Task Order. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

3.16.2 Effect of Termination. If this Agreement or any Task Order is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this

Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

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

CONSULTANT:

VMA Communications, Inc.
243 Oberlin Avenue
Claremont, CA 91711

Attn: Valerie Martinez

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Attn: Executive Director

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

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and RCA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission and RCA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission and RCA shall not be limited in any way in their 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 or RCA's sole risk.

3.18.2 Intellectual Property. In addition, Commission and RCA shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission and RCA 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 or RCA, 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 and RCA are further granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such

materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's or RCA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

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

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, RCA, 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, RCA, 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, RCA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, RCA 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, RCA, 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.

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

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

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

3.25 Right to Employ Other Consultants. The Commission and RCA reserve the right to employ other consultants in connection with the Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

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

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission,

shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.27.4 Employment Adverse to the Commission or RCA. 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 or RCA during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

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

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

agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

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

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

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

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

the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

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

3.36 No Third Party Beneficiaries. RCA is an intended third party beneficiary of any right or benefit granted to RCA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

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

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL PUBLIC OUTREACH AND MARKETING SERVICES
WITH VMA COMMUNICATIONS**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
VMA COMMUNICATIONS**

By: _____
**AARON HAKE
EXECUTIVE DIRECTOR**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

[__INSERT__]

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Statement of Services

On-Call Public Outreach Services and Marketing

The Riverside County Transportation Commission (“the Commission”) seeks to identify and select a bench of consultants that demonstrate the experience, knowledge, and capacity to provide agency-wide public outreach, community engagement, branding, graphic design, multimedia, and marketing services. Successful consultants will proactively offer suggestions for improvement in these areas. The selected consultants shall provide services on an on-call basis to the Commission for a variety of transportation projects, programs, and initiatives to help achieve measurable public outreach, branding, promotional activity, and department goals.

In addition, in its role as the managing agency for the Western Riverside County Regional Conservation Authority (“the RCA”), the Commission engages with the public to highlight the connection between infrastructure development, such as transportation projects, and land conservation. The selected consultants shall also provide services to help meet measurable public outreach, branding, promotional activity, and department goals for the RCA.

Through the contract award, the Commission aims to enhance its presence across Riverside County through diverse public outreach efforts and strategies. Selected consultants will need significant experience in areas such as but not limited to, marketing, crafting messaging, graphic design, video production, communications, and public engagement to provide the Commission recommendations to achieve goals in each of these areas. The overarching goal of this award is to communicate the Commission’s story to residents, build awareness of the Commission’s accomplishments and challenges, and encourage public participation and engagement with the Commission’s work.

The selected consultants shall coordinate with the Commission’s External Affairs staff to develop and execute data-driven, bilingual (English and Spanish) public outreach and marketing efforts in support of past, present, and future projects and services.

Requirements and Contract Information:

As an on-call communications consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. External Affairs staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of five consultants and strongly encourages firms to seek the services of subcontractors that can help deliver certain specialized skillsets, such as graphic design, content development, branding, and community engagement. This will be vital as the Commission is expected to deliver well-thought-out communications strategies to be implemented in close collaboration with the External Affairs Department. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should

do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at the Commission's sole discretion.

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Scope of Work:

The Commission uses an array of public outreach, promotional, marketing strategies to provide information to and engage with Riverside County residents in decision-making processes related to transportation and land conservation efforts. To ensure the Commission's story is being communicated effectively, the selected firms are expected to be proactive in researching and understanding RCTC and RCA projects and initiatives to successfully enhance the Commission's public outreach efforts. A special emphasis is being made on the development and creation of polished, professional grade marketing and branding materials. To effectively carry the various elements of the scope, the selected firms will need to know the history and progress of the Commission's project delivery efforts, educational advocacy endeavors, and the progress of the RCA's implementation of the Multiple Species Habitat Conservation Plan.

The successful firms are expected to support the Commission's public outreach efforts in the following areas:

Module 1: Content Development

- Arrange and supervise the conversion of artwork and copy used to produce the finished advertisement directly or through the use of printers, videographers, photographers, recording studios, and developers.
- Help develop advertising materials which may include print, broadcast, out-of-home, static advertising, point of sale materials, interactive, collateral pieces and infographics, reports and booklets, digital and social media assets, motion graphics, and videos to tell stories for the objectives of the Commission.
- Work with RCTC's internal creative team in a support role on a variety of marketing and advertising efforts.
- Provide photography and videography services for small- and large-scale efforts including but not limited to events, general branding, testimonials, interviews, training, and tutorials.
- Create production schedules and timelines.
- Scout locations and finalize shot lists.
- Develop storyboards and write scripts for video production.
- Provide all necessary equipment and setup for photography and video shoots.
- Edit video footage into final video formats to be shared through the Commission's social media and online channels.
- Edit photos and provide high-resolution files to the Commission.

Module 2: Public Relations

- Develop and help implement comprehensive public relations strategies and tactics related to the Commission's projects and educational outreach.
- Conduct research on projects and Commission programs to develop key messaging, talking points, summaries, messaging for collateral, which may include but are not limited to speech and script writing, etc.
- Write, edit, and proof materials including but not limited to press releases, media advisories, and content for the RCTC and RCA blog and e-newsletters.
- Develop, maintain, and/or implement editorial calendars, including for the RCTC and RCA newsletters.

- Provide media relations strategies based on sound and comprehensive knowledge of Riverside County.
- Develop multimedia social media content, including messaging, videos, animations, infographics, and other media relevant to current trends.
- Consult, develop, and/or implement crisis communications and emergency plans.
- Plan ahead for RCTC related projects and outreach needed to properly inform residents of project impacts and updates.
- Offer recommendations to educate the community, enhance outreach, and improve public perception.
- Evolve and adapt to fulfil assignments with consistency based on edits marked by Public Affairs team.

Module 3: Community Engagement and Stakeholder Outreach

- Partner with Community Based Organizations to implement projects and programs
- Develop and maintain agencywide list of key stakeholders.
- Plan and develop speakers bureau for RCTC executive management
- Coordinate with professional and industry associations to schedule presentations. Closely partner with Community Based Organizations to distribute message and materials in support of Commission projects and educational efforts.

Module 4: Event Management

- Prepare and organize, in support of the Commission, special events such as ribbon cutting and ground-breaking ceremonies.
- Prepare and organize media events and government relations activities
- Coordinate, facilitate, promote, bilingual staffing, and recording minutes for in-person and virtual public hearings, public meetings, and open houses to relay information, gather feedback, and encourage residents and stakeholders to provide feedback.
- Prepare, plan, and staff tabling events at community events, celebrations, and industry events

Public Outreach and Marketing Plan Submittal

Your proposal should include a sample of a public outreach and marketing plan for an RCTC project. It should include both qualitative and quantitative objectives and outcomes. Please specify how you would meet the objectives of each module listed above. This includes a workplan for each module.

A list of anticipated projects, programs, and initiatives is shown in Table 1. This list is illustrative of the types of projects, events, and efforts the selected consultants may assist with but can vary. The public outreach and promotional plan shall include goals, issues to be addressed, potential audiences, opportunities, outreach activities and materials, proposed staffing, and ways to measure success. The consultant shall provide a tabulation of required time and materials, estimated budget, and the percentage prior to the overall program. A separate tabulation is not required for the individual Commission projects, programs, and initiatives shown in Table 1.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise.

Throughout the term of the contract, the consultant will provide services at the request of the Commission's External Affairs Department and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission and staff.

The consultant may need to coordinate with engineering consultants under contract with the Commission and other regulatory agencies to gather information necessary for the public outreach and marketing activities. The consultant also may need to coordinate with other consultants already under contract to the Commission for services including but not limited to website maintenance and development, strategic communications, public opinion, and graphic design.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

Table 1: Anticipated* Projects, Programs, and Initiatives	
Programs and Projects	Location
Transportation Funding Challenges (ongoing)	Countywide
Measure A Public Education	Countywide
Industry Advocacy Education	Regional
RCTC: 50 th Anniversary (2026)	Countywide
Public Safety Awareness Outreach (e.g. Go Human)	Countywide
Public Awareness of RCTC Transportation Programs including but not limited to commuter assistance, bus and passenger rail services, and specialized transit services	Countywide
Express Lanes/Tolling Education	Western Riverside County
Early highway and transit project education	Countywide
Community Based Organizations Coordination	Countywide

RCA: 146 Project Youth Education	Western Riverside County
RCA: Recreational Opportunities	Western Riverside County

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EXHIBIT "B"

NOT USED

[__INSERT__]

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EXHIBIT "C"

COMPENSATION

[__INSERT__]

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EXHIBIT "C"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2026/27	Services	\$ 350,000.00
FY 2027/28	Services	\$ 350,000.00
FY 2028/29	Services	\$ 350,000.00
FY 2029/30	Services	\$ 350,000.00
FY 2030/31	Services	\$ 350,000.00
SUBTOTAL		1,750,000.00
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 1,750,000.00

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