



MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.
Date: March 27, 2023
Location: BOARD ROOM - County of Riverside Administration Center
4080 Lemon St, First Floor, Riverside, CA 92501
TELECONFERENCE SITE
LARGE CONFERENCE ROOM – French Valley Airport
37600 Sky Canyon Drive, Murrieta, CA 92563

COMMITTEE MEMBERS

Brian Berkson, **Chair**/Armando Carmona, City of Jurupa Valley
Wes Speake, **Vice Chair** / Jim Steiner, City of Corona
Sheri Flynn / Rick Minjares, City of Banning
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Malcolm Lilienthal, City of Hemet
Bill Zimmerman / Dean Deines, City of Menifee
Katherine Aleman / To Be Appointed, City of Norco
Michael Vargas / Rita Rogers, City of Perris
Chuck Conder / Patricia Lock Dawson, City of Riverside
Joseph Morabito, / Ashlee DePhillippo, City of Wildomar
Kevin Jeffries, County of Riverside, District I
Karen Spiegel, County of Riverside, District II

STAFF

Anne Mayer, Executive Director
Aaron Hake, Deputy Executive Director

AREAS OF RESPONSIBILITY

Air Quality, Capital Projects, Communications and Outreach Programs, Intermodal Programs, Motorist Services, New Corridors, Regional Agencies/Regional Planning, Regional Transportation Improvement Program (RTIP), Specific Transit Projects, State Transportation Improvement Program (STIP)

Transportation Uniform Mitigation Fee (TUMF) Program, and Provide Policy Direction on Transportation Programs and Projects related to Western Riverside County and other areas as may be prescribed by the Commission.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE**

www.rctc.org

AGENDA*

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

1:30 p.m.

Monday, March 27, 2023

BOARD ROOM

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

TELECONFERENCE SITE

LARGE CONFERENCE ROOM

**French Valley Airport
37600 Sky Canyon Drive
Murrieta, California**

For members of the public wishing to submit comment in connection with the Western Riverside County Programs and Projects Committee Meeting please email written comments to the Clerk of the Board at lmobley@rctc.org and your comments will be made part of the official record of the proceedings as long as the comment is received before the end of the meeting's public comment period. Members of the public may also make public comments through their telephone or Zoom connection when recognized by the Chair.

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

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Committee 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** – *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. Each individual speaker is limited to speak three (3) continuous minutes or less.*
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 – FEBRUARY 27, 2023

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7. **AGREEMENT WITH THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR THE INTERSTATE 15 CROSS-COUNTY TOLL SEGMENT**

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Overview

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

- 1) Approve Agreement No. 23-31-028-00 with the San Bernardino County Transportation Authority (SBCTA) detailing project terms during design and construction phases and operations for the proposed Interstate 15 (I-15) Cross-County Toll Segment (Project);
- 2) Approve Agreement No. 17-31-002-03 with the California Department of Transportation and SBCTA detailing the assignment to SBCTA of the Commission's rights and obligations to lease, operate, and maintain a portion of the Commission's existing 15 Express Lanes Toll Facility;
- 3) Approve the Second Supplemental Toll Revenue Indenture to the Master Indenture (I-15 Toll Road) dated July 1, 2017;
- 4) Adopt Resolution No. 23-001, *"Authorizing the Execution and Delivery of a Supplemental Toll Revenue Indenture in Connection with the Partial Assignment of a Portion of the I-15 Toll Express Lanes and Taking of All Other Actions Necessary in Connection Therewith"*;
- 5) Authorize the Chair or Executive Director, pursuant to U.S. Department of Transportation (DOT) Transportation Infrastructure Finance and Innovation Act (TIFIA) office consent and Commission bond and legal counsel review, to execute the agreements and other required financing related documents on behalf of the Commission;

- 6) Authorize the Chair or Executive Director, pursuant to U.S. DOT TIFIA office consent and Commission bond and legal counsel review, to execute an agreement between SBCTA and SBCTA's back-office toll service provider (TSP), and subsequent amendments or new agreements with any successor back-office TSP, to which the Commission will be signatory to ensure that revenues are transferred annually from SBCTA through its back-office TSP to the Commission;
- 7) Authorize the allocation to SBCTA of approximately \$14 million in federal Congestion Mitigation and Air Quality (CMAQ) funds for design and construction phase costs for 15 Express Lane access improvements near Cantu-Galleano Ranch Road for the Project;
- 8) Authorize the transfer of \$310,000 in Measure A (Economic Development) funds to the 15 Express Lanes to account for construction impacts related to 15 Express Lanes access improvements near Cantu-Galleano Ranch Road;
- 9) Authorize the allocation of a contingency amount not to exceed \$1 million in federal CMAQ funds for 15 Express Lane access improvements near Cantu-Galleano Ranch Road; and
- 10) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project.

8. RIVERSIDE COUNTY TRANSPORTATION COMMISSION FISCAL YEAR 2022/23 SHORT RANGE TRANSIT PLAN AMENDMENTS

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Overview

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

- 1) Approve the reprogramming of a principal amount of \$395,275 plus any interest from the city of Riverside's (City) Special Transportation Services Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTIMSEA) to the Commission's South Perris Parking Lot Rehabilitation Project;
- 2) Approve an allocation of \$417,631 from the Federal Transit Administration (FTA) Section 5339 Program for the South Perris Parking Lot Rehabilitation Project;
- 3) Approve the budget amendment and changes to the Commission's amended FY 2022/23 Short Range Transit Plan (SRTP) to reflect the above-mentioned funding revisions;
- 4) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments for inclusion into the Federal Transportation Improvement Program as needed for the FTA Program of Projects; and
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute necessary amended agreements related to these allocations on behalf of the Commission.

9. MEASURE A SPECIALIZED TRANSIT PROGRAM COVID-19 AND ECONOMIC RELIEF FUNDING
Page 111

Overview

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

- 1) Amend Agreement No. 21-26-096-00 with Friends of Moreno Valley Senior Center, Inc. for an additional \$19,550 of Measure A Specialized Transit funds to supplement impacts from COVID-19 and economic conditions;
- 2) Amend Agreement No. 21-26-077-00 with Care Connexus for an additional \$57,704 of Measure A Specialized Transit funds to supplement impacts from the COVID-19 pandemic and economic conditions;
- 3) Amend Agreement No. 21-26-076-00 with Care-A-Van for an additional \$50,000 of Measure A Specialized Transit funds to supplement impacts from the COVID-19 pandemic and economic conditions;
- 4) Amend Agreement No. 21-026-087-00 with EXCEED dba Valley Resource Center for an additional \$99,600 of Measure A Specialized Transit funds to supplement impacts from the COVID-19 pandemic and economic conditions; and
- 5) Authorize Executive Director, or designee, to approve a temporary waiver of the Measure A Specialized Transit Program match requirement of 34 percent as needed for all recipients in Fiscal Years 2022/23 and 2023/24.

10. EXECUTIVE DIRECTOR REPORT

11. COMMISSIONER COMMENTS

Overview

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

12. ADJOURNMENT

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, April 24, 2023.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, February 27, 2023

MINUTES

1. CALL TO ORDER

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Brian Berkson at 1:30 p.m., via Zoom Meeting ID: 880 5763 7403. This meeting was conducted virtually in accordance with AB 361 due to state or local officials recommending measures to promote social distancing.

2. ROLL CALL

Members/Alternates Present

Members Absent

Katherine Aleman*
Brian Berkson
Chuck Conder
Sheri Flynn
Kevin Jeffries
Linda Krupa
Clint Lorimore
Joseph Morabito
Wes Speake
Karen Spiegel
Michael Vargas
Bill Zimmerman

*Joined the meeting after it was called to order.

3. PLEDGE OF ALLEGIANCE

Aaron Hake, Deputy Executive Director, led the Western Riverside County Programs and Projects 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.

M/S/C (Lorimore/Zimmerman) to approve the minutes as submitted.

6. APPROVAL OF MINUTES – JANUARY 23, 2023

At this time, Commissioner Katherine Aleman joined the meeting.

7. RIVERSIDE-DOWNTOWN METROLINK STATION IMPROVEMENT PROJECT STATUS

David Lewis, Capital Projects Manager, presented the Riverside-Downtown Metrolink Station Improvement Project status, highlighting the following areas:

- Background
 - FTA and Metrolink are project partners
 - In 2019, team commenced environmental process and technical analysis for station improvements
 - Draft EIR/EA circulated December 2021 through February 2022
 - Public and stakeholder outreach was conducted throughout the process
- Project purpose
 - Operational improvements to avoid conflicts with freight trains
 - Reduce delays at the station
 - Allow for future Metrolink service expansion
 - Provides increased availability and reliability of public transportation alternatives to driving
- An ariel exhibit of the existing station and surrounding environment
- An exhibit of the current track configuration and adjacent building
- An exhibit of the project details
- Project update
 - Addressing public and agency comments on the draft EIR/EA
 - Coordination with Federal Transit Administration (FTA) and the State Historical Preservation Officer (SHPO)
 - Total project cost now ranges \$140 million to \$156 million
 - Scoping phase total cost estimate \$26 million
 - Significant cost increase mainly due to right of way acquisition and relocation
 - Increase cost also due to contaminated soils

Commissioner Michael Vargas stated he has received a lot of calls from constituents from that area concerning the Food Machinery Corporation (FMC) building and asked if it has been deemed a historical building.

David Lewis replied yes it has been deemed a historical building.

Commissioner Conder expressed appreciation to David Lewis, Anne Mayer, Executive Director, and to staff for all their hard work they did for so many years on this project. He apologized as it was the city of Riverside that came to RCTC back in the early 2000s and asked that they look for a way to expand that Riverside-Downtown project and many hours and a lot of money has been dedicated to this. In the last year or so some of the people have stepped in and have tried to determine that it was not the right place to do it. He explained in his conversations with Anne Mayer the cost of the relocation of the FMC building are staggering so unfortunately for now this is the right move, and the Commission has looked at every angle of how this could continue, but the cost of moving the FMC building and then the remediation of the containment soils that would be there makes it unattainable. Commissioner Conder made the motion to accept staff's recommendation.

Commissioner Karen Spiegel expressed appreciation to staff and Anne Mayer for all the efforts and for the Commission reaching out to the communities and the community meetings as it was extensive. She explained when dealing with a historical building even if it is not one that will stand up and it is tough when a building is not going to be able to continue in a historical vein but the cost of those to get them back in shape, the cost of moving, and the remediation of the property was high. She stated this does not mean it is going to die forever if something happens in the near future and the city of Riverside wants to step back up and maybe be a contributing partner to it with the expansion, but she concurred with Commissioner Conder in that it is just cost prohibitive.

Commissioner Michael Vargas seconded the motion.

Chair Berkson noted that some of the Commissioners sit on the Metrolink Board and the Southern California Optimized Rail Expansion (SCORE) Program is a \$10 billion program, as Metrolink is seeking federal and state funding to make all kinds of improvements by 2028 and it is sad that the Commission has to put this one back on the shelf. He stated maybe before the Olympics they will get some extra funding or this tenant's terms will expire and they move somewhere else, and the building becomes reasonably priced and hopefully they keep it on the shelf until it is time to come back and surface.

A member of the public identified as stribble1@student.rcc.edu wanted to speak on this item. She asked if the city of Riverside was aware of all the transactions and approved the building of the elementary school and the RCTC project.

Commissioner Conder replied that the city of Riverside was aware of the actions by the Riverside Unified School District (RUSD).

Anne Mayer replied when RCTC first started this project there was no elementary school proposed in that neighborhood and she is not sure if the RUSD elementary school is in the California Environmental Quality Act (CEQA) or in the environmental process yet, but

when RCTC started this project, RCTC was unaware of any intentions for an elementary school in the neighborhood.

Stribble1@student.rcc.edu stated that was her question because the city of Riverside was aware of it being approved when RUSD started buying the property around there to put in the elementary school.

Anne Mayer replied that RUSD had not started the process yet when RCTC started the Riverside-Downtown Metrolink Station Improvement project, and she is unaware when RUSD started buying land and that RUSD does not have an environmental document yet.

Stribble1@student.rcc.edu asked if RCTC was aware if that area had been approved for an elementary school. Anne Mayer replied that it had not been approved when RCTC started the project. She is aware that RUSD is now buying property, they do not have an environmental document, and they have not done any public hearings to the Commission's knowledge. RCTC found out about the elementary school when RCTC went out for their public review period.

In response to Stribble1@student.rcc.edu's question if anyone had contacted RUSD to see where they are right now with the building of the elementary school, Anne Mayer replied that RCTC has been in contact with RUSD. She stated RUSD provided RCTC with a letter during the public review period with comments for RCTC's project and then RUSD provided a second letter of comments and RCTC has met with the superintendent as well as the school board president.

Stribble1@student.rcc.edu stated there are some environmental issues of noise, pollution and everything with an elementary school being in that area. Anne Mayer replied RUSD will have to analyze the impacts of the elementary school being built next to the railroad tracks, but RCTC's platform project will be suspended so RUSD's project will have to address whatever concerns there are related to the school being next to existing railroad tracks.

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

- 1) Recommend suspension of the environmental and engineering tasks on the Riverside-Downtown Metrolink Station Improvement Project.**

8. EXECUTIVE DIRECTOR REPORT

Anne Mayer announced:

- Tonight from 5:30 p.m. – 7:00 p.m. RCTC will be hosting a Public Information meeting for the I-10/Highland Springs Interchange project. This is a project that RCTC is taking the lead on for the cities of Banning and Beaumont. It will be held at the Chatigny Senior Community Center on Oak Valley Parkway in the city of

Beaumont.

9. COMMISSIONER COMMENTS

- 9A.** Chair Berkson expressed appreciation for former Commissioner Ted Hoffman who passed away. He had the opportunity to sit next to Commissioner Hoffman for several years having great conversations about things in transportation and he will be missed dearly.

Commissioner Spiegel noted that Commissioner Katherine Aleman from the city of Norco is here and asked if she wanted to comment.

- 9B.** Commissioner Katherine Aleman expressed appreciation for recognizing Commissioner Hoffman as she joins the Commissioners under unwanted circumstances. She will work hard to fill his shoes and appreciated the kind words that the folks have been sending to the city of Norco and will miss his hard work for the city of Norco and for the region.

10. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned in honor of Commissioner Ted Hoffman at 1:58 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Lisa Mobley', with a stylized flourish at the end.

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	March 27, 2023
TO:	Western Riverside County Programs and Projects Committee
FROM:	David Thomas, Toll Project Delivery Director Sergio Vidal, Chief Financial Officer
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Agreement with the San Bernardino County Transportation Authority for the Interstate 15 Cross-County Toll Segment

STAFF RECOMMENDATION:

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

Related to Agreements

- 1) Approve Agreement No. 23-31-028-00 with the San Bernardino County Transportation Authority (SBCTA) detailing project terms during design and construction phases and operations for the proposed Interstate 15 (I-15) Cross-County Toll Segment (Project);
- 2) Approve Agreement No. 17-31-002-03 with the California Department of Transportation and SBCTA detailing the assignment to SBCTA of the Commission's rights and obligations to lease, operate, and maintain a portion of the Commission's existing 15 Express Lanes Toll Facility;
- 3) Approve the Second Supplemental Toll Revenue Indenture to the Master Indenture (I-15 Toll Road) dated July 1, 2017;
- 4) Adopt Resolution No. 23-001, *"Authorizing the Execution and Delivery of a Supplemental Toll Revenue Indenture in Connection with the Partial Assignment of a Portion of the I-15 Toll Express Lanes and Taking of All Other Actions Necessary in Connection Therewith"*;
- 5) Authorize the Chair or Executive Director, pursuant to U.S. Department of Transportation (DOT) Transportation Infrastructure Finance and Innovation Act (TIFIA) office consent and Commission bond and legal counsel review, to execute the agreements and other required financing related documents on behalf of the Commission;
- 6) Authorize the Chair or Executive Director, pursuant to U.S. DOT TIFIA office consent and Commission bond and legal counsel review, to execute an agreement between SBCTA and SBCTA's back-office toll service provider (TSP), and subsequent amendments or new agreements with any successor back-office TSP, to which the Commission will be signatory to ensure that revenues are transferred annually from SBCTA through its back-office TSP to the Commission;

Related to 15 Express Lane Access Improvements

- 7) Authorize the allocation to SBCTA of approximately \$14 million in federal Congestion Mitigation and Air Quality (CMAQ) funds for design and construction phase costs for 15 Express Lane access improvements near Cantu-Galleano Ranch Road for the Project;
- 8) Authorize the transfer of \$310,000 in Measure A (Economic Development) funds to the 15 Express Lanes to account for construction impacts related to 15 Express Lanes access improvements near Cantu-Galleano Ranch Road;
- 9) Authorize the allocation of a contingency amount not to exceed \$1 million in federal CMAQ funds for 15 Express Lane access improvements near Cantu-Galleano Ranch Road; and
- 10) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project.

BACKGROUND INFORMATION:

On July 13, 2022, the Commission approved the I-15 Terms of Agreement with SBCTA and authorized staff to develop a cooperative agreement with SBCTA, amend various existing agreements, and initiate the due diligence process with U.S. DOT's TIFIA office in furtherance of the proposed approach for the Project. The Project includes 2.2 lane-miles of the Commission's 15 Express Lanes which are proposed to be assigned to SBCTA, referred to as the "Assigned Portion" in the cooperative agreement.

DISCUSSION:

Cooperative Agreement

Staff has worked together with SBCTA to develop a cooperative agreement which details the Project financial guidelines, coordination during design and procurement, coordination during construction, operating guidelines, and other general matters related to the delivery and operations of the Project. A summary of the main articles of the cooperative agreement are included below:

- **Article 1 – Definitions.** Includes key defined terms used in the cooperative agreement.
- **Article 2 – Relationship Between the Parties.** This section outlines the obligations of each party in the design, construction, and operations of the Project, approval and agreement of future agreements, and general communication and cooperation. The Commission's key obligation is to assign to SBCTA the Assigned Portion for complete operations and maintenance, including toll setting and collection, for the duration of the Commission's I-15 Toll Facility Agreement with Caltrans. This section also clarifies that any material changes to the Commission's 15 Express Lanes require TIFIA Consent and that the effectiveness of the Partial Assignment and Assumption Agreement is contingent on obtaining TIFIA Consent. TIFIA Consent is further discussed below.

- **Article 3 – Project Financial Guidelines.** Guidelines in this section serve as the basis for funding the Project.

Included is SBCTA's commitment to ensure the Commission is compensated for loss of toll revenues through the entire I-15 Express Lanes Lease period, currently ending in 2070, attributable to the following: transfer of the Assigned Portion to SBCTA, temporary stage construction impacts, or damage to the Commission's existing Toll Infrastructure or Toll Equipment. Most notably, this section describes the methodology for SBCTA's annual repayment to the Commission for the modeled impacts (annual toll revenue transfer payments) resulting from assignment of the 2.2 lane-miles of the I-15 Express Lanes. The annual toll revenue transfer payments payable by SBCTA to the Commission are required by existing 15 Express Lanes TIFIA financing to ensure no negative financial impact is incurred. SBCTA will be required to deposit with the Commission I-15 Trustee the first dollars collected in each fiscal year from the SBCTA I-15 Express Lanes Gross Toll Revenues, continually accrued up to the Annual Toll Revenue Transfer payment amount specified in the cooperative agreement.

The Commission is responsible for the costs to implement additional 15 Express Lanes access improvements near Cantu-Galleano Ranch Road, which were requested by staff beyond the approved project approval/environmental document (PA/ED) design of the SBCTA 15 Express Lanes. This will be done by transferring to SBCTA a portion of the Commission's federal CMAQ funds for the Project.

In addition, staff has identified stage construction impacts to 15 Express Lanes toll revenues due to staff-requested 15 Express Lanes access improvements near Cantu-Galleano Ranch Road, estimated to be \$310,000. This will be paid to the 15 Express Lanes using Measure A (Economic Development) funds. These stage construction impacts are anticipated to occur in FY 2023/24.

- **Article 4 – Coordination during Design and Procurement.** This section outlines the necessary coordination of design and procurement that will be critical to the successful delivery of the Project. In general, the Commission will provide staff or consultants to participate in the review and comment on matters related to engineering, design, tolling, scheduling, and coordination of all portions of the Project that may impact the Commission's 15 Express Lanes. This effort includes review and input on the Final Design Plans and procurement documents.
- **Article 5 – Coordination during Construction.** The primary purpose of this section is for the two parties to agree on terms intended to coordinate construction and minimize impacts of the Project to the current operation of the Commission's 15 Express Lanes. For relocated and new Commission 15 Express Lanes toll infrastructure, SBCTA will be responsible for all civil/toll roadside activities and the Commission will be responsible for all back-office activities related to software changes to maintain operation. This article also includes requirements and fees for any closures of the Commission's 15 Express Lanes.

- **Article 6 – Operating Guidelines.** This section provides guidelines to help ensure that customers experience a seamless transition between the two express lanes facilities and coordinated maintenance and operational services that will be mutually beneficial to both parties and to motorists. Guidelines on customer service, toll collection, operating rules, marketing, roadway maintenance, and closure of either express lane facility are included in this article.
- **Article 7 – General Matters.** This section addresses items such as indemnification, recovery of damages, insurance requirements, termination, dispute resolution, term, force majeure, amendments, assignment of agreement, waiver, general interpretation, entire agreement, severability, and counterparts.

The cooperative agreement (Attachment 1) will establish cooperation and coordination procedures and set forth various responsibilities that will be crucial to provide for compatibility of the toll collection and traffic management systems, to identify and mitigate potential impacts that construction may have on the Commission’s 15 Express Lanes, and to ultimately provide for seamless operation of the 15 Express Lanes in San Bernardino and Riverside Counties.

Partial Assignment and Assumption of Rights and Obligations under Toll Facility Agreement

Staff has worked with Caltrans and SBCTA to develop the Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County and Consent and Acceptance of Caltrans agreement to be entered into amongst Caltrans, RCTC and SBCTA (Partial Assignment and Assumption) that details the assignment to SBCTA of the Commission’s rights and obligations to lease, operate, and maintain a portion of the Commission’s existing 15 Express Lanes Toll Facility. The Partial Assignment and Assumption is included as Attachment 2. Once approved and the effective date of the Partial Assignment and Assumption is reached (approximately 60 days prior to Project Substantial Completion, estimated to be in Spring 2026), approximately 2.2 lane-miles of the Commission’s I-15 Express Lanes in Riverside County, including associated toll facilities and toll operations and maintenance activities, will be assigned to SBCTA.

Second Supplemental Toll Revenue Indenture and Resolution

The Second Supplemental Toll Revenue Indenture amends the Master Indenture (I-15) to allow for the proposed assignment of the 2.2 lane-miles of the I-15 Express Lanes to SBCTA. Specifically, the Second Supplemental Toll Revenue Indenture amends the definition for both “Toll Agreements” and “Toll Road.” Furthermore, the amendments allow for SBCTA to pay certain Operation and Maintenance Expenses related to the assigned toll lane-miles and clarifies certain insurance requirements. This is included as Attachment 3. A resolution is required to be approved by the Commission authorizing the execution and delivery of the Second Supplemental Indenture. This is included as Attachment 4.

TIFIA Due Diligence Review and TIFIA Consent

The goal of the TIFIA Due Diligence review was to ensure that the Commission remains compliant with existing requirements outlined in the 2017 TIFIA Loan Agreement for the 15 Express Lanes Toll Facility. Drafts of the cooperative agreement and the Partial Assignment and Assumption have been forwarded to U.S. DOT's TIFIA office for review. Staff also provided a debt service coverage analysis and a preliminary legal assessment outlining the impacts the Project would have on the existing TIFIA loan agreement. To summarize, the U.S. DOT TIFIA office will provide consent to the following documents:

- Cooperative Agreement (between RCTC and SBCTA)
- Partial Assignment and Assumption
- Second (2nd) Supplemental Indenture

Formal consent by the U.S. DOT TIFIA office (TIFIA Consent) is anticipated to be received in late March 2023 or early April 2023. Furthermore, U.S. DOT TIFIA office will also be reviewing a back-office TSP agreement which outlines the transfer of funds to the Commission for annual modeled impacts, as outlined in the Cooperative Agreement, prior to any remittance of toll revenue to SBCTA. The review and ultimate TIFIA Consent is anticipated in late spring of 2023 which will also include approval for an additional project contract as outlined in the Commission's I-15 TIFIA loan agreement.

As required by the U.S. DOT TIFIA office, TIFIA Consent is contingent on the Commission being a signatory to an agreement between SBCTA and SBCTA's back-office TSP (as noted above) to ensure that revenues collected are transferred annually from SBCTA through its back-office TSP to the Commission. SBCTA is currently proceeding with an amendment to their existing I-10 Express Lanes agreement with the Transportation Corridor Agencies (TCA) to include the back-office TSP services required for the Project and will incorporate the TIFIA Consent requirement. The Commission will be signatory only to the provisions required for TIFIA Consent that ensure the appropriate revenues are transferred to the Commission.

15 Express Lanes Access Improvements

On July 13, 2022, the Commission authorized programming approximately \$8 million in federal CMAQ funds for the Commission's 15 Express Lanes access improvements and associated features near Cantu-Galleano Ranch Road beyond the PA/ED concept for the Project. As final design of the Project has progressed, updated cost estimates have identified an increase of approximately \$6 million dollars over the original estimate, to approximately \$14 million. The exact amount will be determined at bid time, anticipated in fall 2023. Staff is requesting an updated authorization for an amount of approximately \$14 million (versus \$8 million that was previously authorized) of CMAQ funds to be allocated to SBCTA for use on the 15 Express Lanes access improvements near Cantu-Galleano Ranch Road.

In addition, Staff has identified the need for a contingency amount to account for any unforeseen work that may be required for the 15 Express Lanes access improvements. Staff is further requesting an authorization for a contingency amount not to exceed \$1 million of CMAQ funds to be allocated to SBCTA, as authorized by the Executive Director, for use on the 15 Express Lanes access improvements near Cantu-Galleano Ranch Road as needed to complete such work.


SBCTA to Reimburse the Commission

Throughout this process, staff has relied on various professional services staff in support of Project initiatives, such as: development of a cooperative agreement, TIFIA due diligence support, project management, financial advisor services, traffic and revenue studies, and legal services necessary for coordination with SBCTA. The Commission's first request for reimbursement from SBCTA is based on consultant costs expended to date totaling \$876,950 for the period January 2021 through January 2023. Going forward, the Commission will request payment from SBCTA of actual costs incurred by professional services staff on a quarterly basis. The total amount for professional services the Commission anticipates being expended and subsequently reimbursed through Fiscal Year 2026 is estimated at \$2,611,412, as approved at the July 2022 Commission meeting. As an update to the July 2022 approval, it is estimated that approximately \$300,000 of \$2,611,412 is the responsibility of the Commission to support the 15 Express Lanes access improvements near Cantu-Galleano Ranch Road and this amount will not be reimbursed by SBCTA. In addition, the Project will require certain modifications to the Commission's 15 Express Lanes toll system back-office to accommodate the 2.2 lane mile reduction and access improvements near Cantu-Galleano Ranch Road. This will require a future amendment to the Commission's existing TSP contract. The costs for these modifications are estimated at \$150,000. Staff will return to the Commission for approval of the TSP contract amendment in the future.

FISCAL IMPACT:

As a result of construction impacts associated with Commission requested 15 Express Lanes access improvements near Cantu-Galleano Ranch Road, there will be an estimated \$310,000 toll revenue loss to the 15 Express Lanes. This will be addressed through the transfer of Measure A (Economic Development) funds to the 15 Express Lanes in FY 2023/24.

Federal CMAQ funds are received by the Commission on a reimbursable basis when they are obligated for a specific project. The 15 Project is SBCTA's, therefore there is no fiscal impact related to the allocation of CMAQ funds to SBCTA directly in the amounts of approximately \$14 million for express lane access improvements near Cantu-Galleano Ranch Road and \$1 million of contingency.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2023/24	Amount:	\$310,000
Source of Funds:	Measure A – Economic Development			Budget Adjustment:	No
GL/Project Accounting No.:	003050 268 97001 00000 0000 268 31 97001 001599 515 59001 00000 0000 515 31 59001				
Fiscal Procedures Approved:				Date:	03/21/2023

Attachments:

- 1) Agreement No. 23-31-028-00 - Cooperative Agreement for Interstate 15 Corridor Freight and Express Lanes Project – Contract 1 Between San Bernardino County Transportation Authority and Riverside County Transportation Commission
- 2) Agreement No. 17-31-002-03 – Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County Agreement No. 17-31-002-03 and Consent and Acceptance of Caltrans
- 3) Second Supplemental Indenture between Riverside County Transportation Commission and U.S. Bank Trust Company, National Association, as Trustee
- 4) Resolution No. 23-001 – *“Resolution Authorizing the Execution and Delivery of a Supplemental Toll Revenue Indenture in Connection with the Partial Assignment of a Portion of the I-15 Toll Express Lanes and the Taking of All Other Actions Necessary in Connection Therewith”*

COOPERATIVE AGREEMENT
FOR INTERSTATE 15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT – CONTRACT 1
BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION

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**COOPERATIVE AGREEMENT
FOR INTERSTATE 15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT
BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

This Cooperative Agreement for Interstate 15 (I-15) Corridor Freight and Express Lanes Project (Cooperative Agreement) is made and entered into this ____ day of _____, 2023, by and between the San Bernardino County Transportation Authority (SBCTA) and the Riverside County Transportation Commission (RCTC). SBCTA and RCTC are sometimes referred to herein individually as “Party,” and collectively as “Parties.”

Recitals

WHEREAS, State and Highways Code §149.11(a)(5), adopted pursuant to Assembly Bill 914 (AB 914), states:

(5) To the extent the San Bernardino County Transportation Commission plans to extend the value-pricing program into the Counties of Los Angeles or Riverside, it shall enter into an agreement with the Los Angeles County Metropolitan Transportation Authority or the Riverside County Transportation Commission, as applicable, subject to approval of the board of directors of the San Bernardino County Transportation Commission and the board of directors of the affected entity. If the value-pricing program developed and operated by the San Bernardino County Transportation Commission connects to, or is near, similar toll facilities constructed and operated by the Los Angeles County Metropolitan Transportation Authority or the Riverside County Transportation Commission, the respective entities shall enter into an agreement providing for the coordination of the toll facilities operated by each entity.

Execution of this Cooperative Agreement between SBCTA and RCTC formalizes the coordination of the toll facilities between San Bernardino and Riverside counties and satisfies the AB 914 requirement for an agreement between SBCTA and RCTC regarding the construction and operation of express lanes in Riverside County by SBCTA.

WHEREAS, SBCTA is planning, designing, and potentially constructing express lanes in the median of I-15 from north of Foothill Boulevard in San Bernardino County to Cantu-Galleano in Riverside County, a distance of approximately 8 miles.

WHEREAS, RCTC operates and maintains the RCTC 15 Express Lanes in Riverside County under a toll facility agreement with the State of California from approximately Cajalco Road to north of Cantu-Galleano Road.

WHEREAS, the Parties acknowledge that the connection of express lane facilities between counties is desirable to provide regional continuity between RCTC and SBCTA express lane facilities.

WHEREAS, adding auxiliary lanes and express lanes on the segment of I-15 between Cantu-Galleano Ranch Road and Foothill Boulevard is an important “next step” in benefiting the flow of commerce and person-movement through this degraded and constrained segment.

WHEREAS, the proposed improvements are consistent with the Southern California Association of Governments (SCAG) Regional Express Lane Network in the adopted Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and will greatly improve the merging and operational characteristics for trucks and passenger cars.

WHEREAS, continuity of operation across county lines is highly desirable to best serve the traveling public.

WHEREAS, SBCTA successfully sought Senate Bill 1 (SB-1) grant funds for proposed express lanes from north of Foothill Boulevard in San Bernardino County connecting to the RCTC 15 Express Lanes at Cantu-Galleano Ranch Road in Riverside County, including the addition of auxiliary lanes at select locations.

WHEREAS, the Parties acknowledge that the I-15 Corridor Freight and Express Lanes Project (Project) will connect to the operating RCTC 15 Express Lanes facility by constructing one to two express lanes from Cantu-Galleano Ranch Road in Riverside County to Jurupa Street in San Bernardino County.

WHEREAS, the Parties acknowledge that RCTC will by separate agreement assign its rights and obligations related to that portion of existing RCTC 15 Express Lanes north of Cantu-Galleano Ranch Road to SBCTA to enable SBCTA operation of the toll segment from Cantu-Galleano Ranch Road to Jurupa Street consistent with the terms of the RCTC Toll Facility Agreement with Caltrans.

WHEREAS, coordination between the Parties during design, construction, and operations of the connecting 15 Express Lanes is crucial to provide for compatibility of the toll collection and traffic management systems, to identify and mitigate potential impacts that construction may have on the RCTC 15 Express Lanes, and to ultimately provide for seamless operation of the 15 Express Lanes in San Bernardino and Riverside counties.

WHEREAS, it is the intent of the Parties in entering into this Cooperative Agreement to establish certain opportunities for cooperation and coordination and to set forth various responsibilities of the Parties, all as further set forth herein. It is the further intent of the Parties that all provisions contained in this Cooperative Agreement and all actions taken hereunder shall be consistent with AB 914, and Streets & Highways Code Sections 149.8 and 149.11.

WHEREAS, the Parties acknowledge and agree that nothing in this Agreement commits SBCTA to approving or constructing the Project.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by SBCTA and RCTC as follows.

ARTICLE 1 – DEFINITIONS

1.1 Assigned Portion

The term “Assigned Portion” shall mean and refer to RCTC’s existing 15 Express Lanes from Cantu-Galleano Ranch Road located to the northern limit of the Toll Facility, as depicted in Exhibit E, to be assigned to SBCTA pursuant to the Partial Assignment and Assumption.

1.2 Betterments

The term “Betterments” shall mean and refer to any RCTC-requested improvements to the RCTC 15 Express Lanes or other facilities in Riverside County beyond the scope of the approved PS&E design that SBCTA may agree to complete in conjunction with the Project, at RCTC’s sole cost and expense.

1.3 Cantu-Galleano Ranch Road Interchange Improvements

The term “Cantu-Galleano Ranch Road Interchange Improvements” shall mean and refer to those improvements beyond the scope of the approved PA/ED design and requested by RCTC to be made along I-15 (northbound and southbound) to facilitate improved express lane access/weaving as well as improved circulation to local Cantu-Galleano Ranch Road interchange ramps, as further detailed in Exhibit F.

1.4 Cantu-Galleano Ranch Road Interchange Improvements Costs

The term “Cantu-Galleano Ranch Road Interchange Improvements Costs” shall mean and refer to those costs associated with the final design, procurement and construction of the “Cantu-Galleano Ranch Road Interchange Improvements”, excluding RCTC and SBCTA staff costs. Cantu-Galleano Ranch Road Interchange Improvements Costs are shown in Exhibit F.

1.5 Closure

The term "Closure" shall mean and refer to an instance during which (1) any of the RCTC 15 Express Lanes are closed by SBCTA or its Contractor to facilitate construction of the Project or (2) ingress to or egress from the RCTC 15 Express Lanes is impacted, in RCTC’s sole discretion, by SBCTA or its Contractor to facilitate construction of the Project or (3) RCTC 15 Express Lanes are required to be closed in order for adjacent SBCTA work to be performed safely in RCTC’s sole discretion.

1.6 Construction Contract

The term “Construction Contract” shall mean and refer to the contract for construction of civil infrastructure for the Project.

1.7 Construction Contract Acceptance

The term “Construction Contract Acceptance” shall mean the calendar date when SBCTA accepts the completed construction contract.

1.8 Construction Contractor or Contractor

The term “Construction Contractor” or “Contractor” shall mean and refer to the firm or firms procured by SBCTA responsible for the construction of the civil infrastructure for the Project.

1.9 Construction Manager

The term “Construction Manager” shall mean and refer to the firm or firms procured by SBCTA responsible for management of the construction of the Project.

1.10 Construction Work Zone

The term "Construction Work Zone " shall mean the portion of the Project in which construction equipment or material is present or temporary traffic control devices, for the purpose of construction, are in place.

1.11 Cross-County Toll Segment

The term “Cross-County Toll Segment” shall mean and refer to the toll segment that spans approximately 3.12 miles from the center point of access at Jurupa Street in San Bernardino County to the center point of access at Cantu-Galleano Ranch Road in Riverside County constructed by or assigned to SBCTA as part of the Project.

1.12 Customer

The term “Customer” shall mean and refer to paying, or otherwise authorized, users of any portion of the RCTC 15 Express Lanes or SBCTA 15 Express Lanes, which user has both a transponder and an account with the RCTC or SBCTA 15 Express Lanes customer service center, or any other interoperable toll agency.

1.13 Customer Account

The term “Customer Account” shall mean and refer to accounts of Customers held by the RCTC or SBCTA 15 Express Lanes customer service center or any other interoperable toll agency.

1.14 Designated Executive Representative

The term “Designated Executive Representative” shall mean and refer to the SBCTA employee, if any, designated by the SBCTA Board of Directors and to the RCTC employee designated by the RCTC Executive Director to make decisions on behalf of

the Parties for the purpose of furthering this Cooperative Agreement as provided in Section 2.3.

1.15 Effective Date

The term “Effective Date” shall mean and refer to the date this Cooperative Agreement has been approved and executed by both Parties.

1.16 Emergency

The term “Emergency” shall mean and refer to an unforeseen circumstance that poses an imminent risk or danger of serious injury, damage, or harm to persons or property.

1.17 Executive Director

The term “Executive Director” shall mean and refer to the Executive Director of RCTC or SBCTA, or his or her designee.

1.18 Final Design Plans

The term “Final Design Plans” shall mean and refer to the design plans that have been approved by the California Department of Transportation (Caltrans) for inclusion in the Plans, Specifications, and Estimate (PS&E) Package for the Advertisement, Award, and Administration of a Construction Contract.

1.19 65% Design Plans

The term “65% Design Plans” shall mean and refer to the design plans conforming to 65% level of completeness for purposes of review.

1.20 95% Design Plans

The term “95% Design Plans” shall mean and refer to the design plans conforming to 95% level of completeness for purposes of review.

1.21 I-15

The term “I-15” shall mean and refer to the Interstate 15 freeway corridor.

1.22 15 Express Lanes

The term “15 Express Lanes” shall mean and refer to the RCTC 15 Express Lanes and the SBCTA 15 Express Lanes, regardless of County of origin.

1.23 Opening Date

The term “Opening Date” shall mean and refer to the date that the SBCTA 15 Express Lanes are first made available to traffic, irrespective of whether actual tolling commences on such date.

1.24 Other Toll Entities

The term “Other Toll Entities” shall mean and refer to any other public agency or private entity operating a toll facility in California and with whom RCTC or SBCTA has entered into a cooperative user fee processing or interoperability (e.g., California Toll Operators Committee interoperability) agreement.

1.25 Partial Assignment and Assumption

The term “Partial Assignment and Assumption” shall mean and refer to the Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County and Consent and Acceptance of Caltrans agreement to be entered into amongst Caltrans, RCTC and SBCTA.

1.26 Partial Assignment and Assumption Effective Date

The term “Partial Assignment and Assumption Effective Date” shall mean and refer to the effective date of the Partial Assignment and Assumption, upon which point RCTC turns over the Assigned Portion of the RCTC 15 Express Lanes to SBCTA and SBCTA begins Toll Revenue Transfer to RCTC.

1.27 Permitted I-15 RCTC EL Closures

The term “Permitted I-15 RCTC EL Closures” shall mean and refer to certain Closures of the RCTC 15 Express Lanes where RCTC will allow SBCTA Closures of the RCTC I-15 Express Lanes during certain hours.

1.28 Project

The term “Project” shall mean and refer to the planning, design, and potential construction of the SBCTA 15 Express Lanes, including the Cantu-Galleano Ranch Road Improvements, the Cross-County Toll Segment, and related corridor improvements included in the I-15 Corridor Freight and Express Lanes Project – Contract 1 as depicted in the attached Exhibit A.

1.29 Project Costs

The term “Project Costs” shall mean and refer to the total costs associated with delivery of the Project, excluding SBCTA and RCTC staff costs. Project costs are further divided into San Bernardino County Improvements Costs, Riverside County Improvements Costs, Cantu-Galleano Ranch Road Improvements Costs and SBCTA Toll Collection System Costs.

1.30 PS&E Package

The term “PS&E Package” shall mean and refer to the Plans, Specifications and Estimates (PS&E) Package prepared by the design team and certified by Caltrans as Ready to List (RTL) for purposes of bidding and constructing the Project. The PS&E package will include any addendums issued between RTL and contract award to the Construction Contractor.

1.31 RCTC 15 Express Lanes

Prior to the Partial Assignment and Assumption Effective Date, the term “RCTC 15 Express Lanes” shall mean and refer to the facility generally described as the existing two- to four-lane, 15-mile-long express lane facility constructed in the median of I-15 between Cajalco Road and State Route 60 that opened to traffic in April 2021. Following the Partial Assignment and Assumption Effective Date, the term “RCTC 15 Express Lanes” as defined herein shall exclude the Assigned Portion.

1.32 RCTC 15 Express Lanes Segment 1 Southbound

The term “RCTC 15 Express Lanes Segment 1 Southbound” shall mean and refer to the southbound tolled segment of the RCTC 15 Express Lanes between State Route 60 and 6th Street or with revised limits as modified by the Partial Assignment and Assumption

1.33 RCTC 15 Express Lanes Segment 4 Northbound

The term “RCTC 15 Express Lanes Segment 4 Northbound” shall mean and refer to the northbound tolled segment of the RCTC 15 Express Lanes between 6th Street and State Route 60 or with revised limits as modified by the Partial Assignment and Assumption.

1.34 RCTC I-15 TIFIA Loan Agreement

The Term “RCTC I-15 TIFIA Loan Agreement” shall mean and refer to the TIFIA Loan Agreement for the Interstate 15 (I-15) Express Lanes Project between the United States Department of Transportation and the Riverside County Transportation Commission, dated July 20, 2017.

1.35 RCTC I-15 Trustee

The Term “RCTC I-15 Trustee” shall mean and refer to the term “Trustee” as defined in the RCTC I-15 TIFIA Loan Agreement.

1.36 RCTC I-15 Toll Facility Agreement

The term “RCTC I-15 Toll Facility Agreement” shall mean and refer to the Agreement between Caltrans and RCTC dated September 29, 2016, as amended, governing the

use, maintenance, reconstruction, operation and condition on return to Caltrans of the RCTC 15 Express Lanes.

1.37 RCTC Toll Operator

The term “RCTC Toll Operator” shall mean the firm or firms under contract to RCTC or its sub-contractors for operations of the RCTC 15 Express Lanes.

1.38 RCTC Toll System and Operation

The term “RCTC Toll System and Operation” shall mean and refer to the toll collection equipment, systems, toll collection price signs, and associated materials, customer service center and traffic operation center installed by RCTC for the purposes of operating the RCTC 15 Express Lanes.

1.39 RCTC Toll System and Operation Modifications

The term “RCTC Toll System and Operation Modifications” shall mean and refer to all modifications to the RCTC Toll System and Operation and associated testing required by the Project.

1.40 Revenue Service Commencement

The term “Revenue Service Commencement” shall mean and refer to the calendar date at which the SBCTA begins collecting toll revenue for the SBCTA 15 Express Lanes.

1.41 Riverside County Improvements

The term “Riverside County Improvements” shall mean and refer to the Project improvements in Riverside County and RCTC Toll System and Operation Modifications as required by the Project, excluding the Cantu-Galleano Ranch Road Interchange Improvements. Riverside County Improvements are further described in Exhibit B.

1.42 Riverside County Improvements Costs

The term “Riverside County Improvements Costs” shall mean and refer to those costs associated with the final design, procurement and construction of the Riverside County Improvements, excluding RCTC and SBCTA staff costs and the cost of any SBCTA toll system equipment installed as part of the SBCTA 15 Express Lanes. Riverside County Improvements Costs are further described in Exhibit D.

1.43 San Bernardino County Improvements

The term “San Bernardino County Improvements” shall mean and refer to the Project improvements in San Bernardino County, less any existing toll system equipment owned and operated by RCTC as part of the RCTC 15 Express Lanes.

1.44 San Bernardino County Improvements Costs

The term “San Bernardino County Improvements Costs” shall mean and refer to those costs associated with the final design, procurement and construction of the San Bernardino County Improvements, excluding SBCTA staff costs.

1.45 SBCTA 15 Express Lanes

The term “SBCTA 15 Express Lanes” shall mean and refer to the two- to four-lane, 8-mile-long express lane facility to be modified or constructed in the median of I-15 between Cantu-Galleano Ranch Road and north of Foothill Boulevard as part of the Project. As of, but not prior to, the Partial Assignment and Assumption Effective Date, the term “SBCTA 15 Express Lanes” shall include the Assigned Portion.

1.46 SBCTA 15 Express Lanes Gross Toll Revenue

The term “SBCTA 15 Express Lanes Gross Toll Revenue” shall mean and refer to (a) toll revenues, user fees, rents or other similar charges payable for use of the SBCTA Express Lanes including receipts from the sale or rental of transponders, as well as fines and penalties and interest thereon collected as a result of a failure to pay any such amounts, (b) proceeds of insurance payable to or received by SBCTA with respect to the SBCTA Express Lanes (whether by way of claims, return of premiums, ex gratia settlements or otherwise), including proceeds from business interruption insurance and loss of advance profits insurance, except for proceeds of fire and other casualty insurance, (c) proceeds of any condemnation awards with respect to the SBCTA Express Lanes except to the extent actually applied or reserved for application to replacement of the SBCTA Express Lanes, (d) liquidated damages paid to SBCTA by the SBCTA Toll Services Provider pursuant to the SBCTA Toll Services Provider operating agreement, and (e) any other incidental or related fees or charges; but excluding therefrom cash advances representing deposits against future toll payments from users or potential users of the SBCTA Express Lanes.

1.47 SBCTA 15 Express Lanes Segment 1

The term “SBCTA 15 Express Lanes Segment 1” shall mean and refer to the toll segment operated by SBCTA from Cantu-Galleano Ranch Road to Jurupa Street (also referred to as the Cross-County Toll Segment).

1.48 SBCTA 15 Express Lanes Segment 2

The term “SBCTA 15 Express Lanes Segment 2” shall mean and refer to the toll segment operated by SBCTA from Jurupa Street to north of Foothill Boulevard.

1.49 SBCTA Back Office

The term “SBCTA Back Office” shall mean and refer to the back-office center and/or the Customer service center either contracted with or operated by SBCTA.

1.50 SBCTA Toll Collection System

The term “SBCTA Toll Collection System” shall mean and refer to the toll collection equipment, signage and associated materials installed by the SBCTA for purposes of operating the SBCTA 15 Express Lanes.

1.51 SBCTA Toll Collection System Costs

The term “SBCTA Toll Collection System” shall mean and refer to those costs associated with the final design, procurement and installation of the SBCTA Toll Collection System.

1.52 SBCTA I-15 Toll Facility Agreement

The term “SBCTA Toll Facility Agreement” shall mean and refer to the Agreement to be executed between Caltrans and SBCTA governing the use, maintenance, reconstruction, operation and condition on return to Caltrans of the SBCTA 15 Express Lanes.

1.53 SBCTA Toll Operations Center

The term “SBCTA Toll Operations Center” shall mean and refer to the operations center operated by SBCTA for the SBCTA 15 Express Lanes.

1.54 SBCTA Toll Services Provider

The term “SBCTA Toll Service Provider” shall mean and refer to the initial operator of the SBCTA 15 Express Lanes, or any successor, responsible for, among other things, the collection of tolls and fees and the establishment and maintenance of customer accounts and records, pursuant to an operating agreement entered into with SBCTA, to which RCTC shall be a party as respects rights and obligations related to the Toll Revenue Transfer payments.

1.55 Substantial Completion

The term “Substantial Completion” shall mean and refer to the calendar date specified in the certificate of substantial completion issued by SBCTA under the Construction Contract.

1.56 TIFIA Consent

The term “TIFIA Consent” shall mean and refer to written consent from the United States Department of Transportation to the assignment by RCTC of the Assigned

Portion, and to the changes to the RCTC 15 Express Lanes as contemplated by this Cooperative Agreement and the Partial Assignment and Assumption Agreement.

1.57 Toll Operations Agreement

The term “Toll Operations Agreement” shall mean and refer to the future toll operations agreement to be entered into by the Parties and which shall set forth the specific guidelines and requirements related to the detailed coordination of operations and maintenance of express lanes between the Counties.

1.58 Toll Pricing Policies

The term “Toll Pricing Policies” shall mean and refer to policies adopted or procedures implemented by each Party for setting toll prices and rates for Customers.

1.59 Toll Revenue Transfer

The term “Toll Revenue Transfer” shall mean and refer to the payment of agreed upon toll revenue impacts from SBCTA to RCTC for the transfer of the Assigned Portion of the 15 Express Lanes from RCTC to SBCTA pursuant to the Partial Assignment and Assumption.

1.60 Transportation Corridor Agencies (TCA)

The term “Transportation Corridor Agencies” is the Agency with which SBCTA has entered into a Cooperative Agreement for the purposes of providing toll services for the I-10 Corridor and anticipated to provide toll services for the I-15 Corridor.

1.61 Unpermitted I-15 RCTC EL Closures

The term “Unpermitted I-15 RCTC EL Closures” shall mean and refer to when SBCTA closes the RCTC I-15 Express Lanes, reduces its length, or modifies the ingress/egress such that revenues are impacted outside the permitted Closure timeframes.

ARTICLE 2 – RELATIONSHIP BETWEEN THE PARTIES

2.1 Objectives Regarding Coordination of Design, Construction, and Operation of the Project

2.1.1 General

- a) RCTC and SBCTA will continue to collaborate with each other and with Caltrans to encourage the most efficient management of the flows of goods and people throughout the length of I-15 in Riverside and San Bernardino counties, recognizing that I-15 is a nationally significant freight corridor.
- b) Adding auxiliary lanes and express lanes on the segment of I-15 between Cantu-Galleano Ranch Road and Foothill Boulevard is an important “next step” in benefiting the flow of commerce and person-movement through this operationally degraded and constrained segment, and SBCTA desires to complete and RCTC desires to support the Project.
- c) It is the intent and objective of the Parties to provide a consistent service for Customers and to operate the 15 Express Lanes in both Riverside County and San Bernardino County so that Customers will experience a seamless transition between the two facilities as though the 15 Express Lanes were a single facility. The Parties agree to cooperate to facilitate this goal.
- d) The Parties recognize that pursuant to the terms of the RCTC I-15 TIFIA Loan Agreement, any material changes to the RCTC 15 Express Lanes require TIFIA Consent. In order to obtain TIFIA Consent, the Parties agree that SBCTA’s agreement with the SBCTA Toll Services Provider will be provided to the U.S. Department of Transportation for review; will include provisions as further detailed in Section 3.5 of this Cooperative Agreement; and will include RCTC as a party, as respects such provisions. The Parties shall take such additional steps as reasonably required to obtain TIFIA Consent. The effectiveness of the Partial Assignment and Assumption Agreement is contingent on obtaining TIFIA Consent. If TIFIA Consent is not obtained, this Cooperative Agreement may be terminated by either Party as set forth in Section 7.4.1.

2.1.2 SBCTA Obligations

- a) SBCTA shall adopt policies and take all appropriate administrative and legal steps to operate, including toll collection and violations enforcement, the portion of the Cross-County Toll Segment within Riverside County.
- b) SBCTA shall adopt, implement and maintain toll operating policies for the Cross-County Toll Segment consistent with those set by RCTC for the RCTC 15 Express Lanes.
- c) SBCTA shall coordinate customer education and marketing to ensure consistent messaging with the RCTC 15 Express Lanes.
- d) Upon the Partial Assignment and Assumption Effective Date, SBCTA shall assume all responsibilities of RCTC under the terms of the RCTC I-15 Toll Facility Agreement, except those provisions that apply to debt service or financing of the RCTC I-15 Express Lanes as defined in the RCTC I-15 Toll Facility Agreement, for the Assigned Portion. The transfer of responsibilities from RCTC to SBCTA will be effectuated through the Partial Assignment and Assumption. The Partial Assignment and Assumption Effective Date will also trigger the start of Toll Revenue Transfer payments from SBCTA to RCTC. SBCTA shall comply with all obligations under the Partial Assignment and Assumption.
- e) SBCTA shall design and construct the Cross-County Toll Segment, including associated tolling infrastructure to support new SBCTA roadside equipment and relocated RCTC roadside equipment requirements, connecting the SBCTA and RCTC express lane facilities.
- f) SBCTA shall coordinate with RCTC and the RCTC Toll Operator for design of Cross-County Toll Segment and RCTC Toll System and Operation.
- g) SBCTA shall be responsible for the design, installation, and testing of any new or modified roadside elements of the RCTC Toll System and Operation as part of the Cross-County Segment. The work delineation for modifications to the RCTC Toll System and Operation between the SBCTA and RCTC is further detailed in Exhibit J.
- h) SBCTA shall coordinate with RCTC during construction of the Cross-County Toll Segment and during implementation and testing of tolling systems in the Cross-County Toll Segment.
- i) Following the Partial Assignment and Assumption Effective Date:

- a. SBCTA shall operate, maintain, and collect all toll revenue for the SBCTA 15 Express Lanes, including the Cross-County Toll Segment.
- b. SBCTA shall be responsible for operating the back-office system, including collection of toll revenue and payment of operations and maintenance costs for the Cross-County Toll Segment.
- c. SBCTA shall maintain the Cross-County Toll Segment consistent with maintenance provisions contained within the RCTC I-15 Toll Facility Agreement.
- d. SBCTA shall coordinate operation, maintenance and lane closures of the Cross-County Toll Segment with RCTC to be described in future Toll Operations Agreement between Parties.

2.1.3 RCTC Obligations

- a) With execution of this Cooperative Agreement, RCTC authorizes SBCTA to construct and operate express lanes within Riverside County from the San Bernardino/Riverside County Line near East Philadelphia Street to Cantu-Galleano Ranch Road. Notwithstanding the foregoing, authorization related to operation of the Assigned Portion is contingent upon full execution of the Partial Assignment and Assumption, and subject to the terms therein.
- b) RCTC shall be responsible for any required software changes to the existing RCTC I-15 Express Lanes back-office system to accommodate any new or modified elements of the RCTC Toll System and Operation. RCTC shall also be responsible for the continued performance monitoring of the existing RCTC Toll System and Operation during construction of the Cross-County Segment.
- c) RCTC shall be responsible for operating and maintaining the RCTC 15 Express Lanes, including routine and annual maintenance, during construction of the Project, other than those items specifically assigned to the Construction Contractor as part of the PS&E Package.
- d) RCTC shall assign to SBCTA the Assigned Portion for complete operations and maintenance, including toll setting and collection, for the duration of the RCTC I-15 Toll Facility Agreement with Caltrans, to be effectuated through the Partial Assignment and Assumption.
- e) Upon Partial Assignment and Assumption Effective Date:
 - a. RCTC shall operate, maintain and collect revenue for the RCTC 15 Express Lanes, with the exception of the Assigned Portion.

- b. RCTC shall coordinate operation, maintenance and lane closures of RCTC 15 Express Lanes Segment 4 with SBCTA to be described in future Toll Operations Agreement between Parties.

2.2 Future/Other Agreements

2.2.1 Partial Assignment and Assumption

The Parties working jointly with Caltrans have developed and will execute a separate Partial Assignment and Assumption Agreement no later than 4 months prior to Ready to List (RTL) for the Project. The Partial Assignment and Assumption will formalize and effectuate the assignment of RCTC's rights and obligations to SBCTA related to the Assigned Portion for purposes of SBCTA operation of the Cross-County Toll Segment.

2.2.2 Toll Operations Agreement

The Parties agree to develop and execute a separate Toll Operations Agreement no later than 12 months prior to Substantial Completion. The Toll Operations Agreement will expand on the operational and maintenance guidelines outlined in Article 6 of this Cooperative Agreement and will address toll collection system operational and maintenance responsibilities for each agency's facility as well as mutual toll operation issues such as corridor emergency response, maintenance activity coordination, and express lane Closure communications and costs.

2.2.3 Other Agreements

The Parties acknowledge and agree that coordination and construction of the Cross-County Toll Segment as part of the Project may require additional agreements. SBCTA agrees to use reasonable efforts to enter into any agreement(s) necessary for the final design, construction and operation of the Cross-County Toll Segment. RCTC agrees to negotiate and enter into mutually acceptable agreement(s) necessary to support final design and construction of the Cross-County Toll Segment.

2.3 Approval or Agreement of the Parties

The Parties may each authorize and designate a Designated Executive Representative to make certain decisions on behalf of the Parties by notifying the other Party in writing of such authorization and designation. The Parties expressly agree that this Cooperative Agreement does not in fact operate to approve the Project or its construction and that SBCTA retains the ability to cancel the Project.

2.4 Communication and Cooperation

Communication and cooperation are necessary in the development, planning, and construction stages of the Project and during operation of the RCTC 15 Express Lanes and SBCTA 15 Express Lanes for successful and seamless operations. The Parties agree that communication and cooperation may be accomplished through various forums, including but not limited to as follows:

- a) Meetings of or communications between the Designated Executive Representatives
- b) Project Development Team meetings
- c) Working Group meetings
- d) Communications between project development, toll operation, and public affairs staff and consultants of SBCTA and RCTC on an ongoing and as-needed basis

ARTICLE 3 – PROJECT FINANCIAL GUIDELINES

3.1 General

The Parties agree that the Project financial guidelines contained within this Article 3 serve as the basis for funding the Riverside County Improvements, Cantu-Galleano Ranch Road Interchange Improvements, and for the Toll Revenue Transfer following the Partial Assignment and Assumption Effective Date. Under the SBCTA operation of the Cross-County Toll Segment as described in this Cooperative Agreement, SBCTA will be responsible for all costs associated with the development and implementation of the Project, with the exception of the Cantu-Galleano Ranch Road Improvements Costs and any additional Betterments requested by RCTC, as further detailed in Sections 3.2 and 3.3. Following the Partial Assignment and Assumption Effective Date, SBCTA will be responsible for the Assigned Portion and the associated Toll Revenue Transfer to RCTC as further detailed in Section 3.4.

3.2 Funding Terms

3.2.1 The Parties agree to the following terms regarding funding for the Project.

- a) SBCTA is responsible for all Riverside County Improvements Costs, excluding Cantu-Galleano Ranch Road Interchange Improvements Costs and any future Betterments identified by RCTC, as detailed in Exhibit D – Project Cost Responsibility Matrix.
- b) SBCTA is responsible for funding mutually agreed-upon RCTC consultant support costs starting from January 1, 2021, as further described in Section 3.3.1 and Exhibit D, excluding RCTC staff time. SBCTA will reimburse these costs to RCTC within 30 calendar days of receiving an invoice or formal request for reimbursement.
- c) RCTC is responsible for the costs to implement the Cantu-Galleano Ranch Road Interchange Improvements as detailed in Exhibit F, excluding SBCTA staff time. To compensate for these costs, RCTC will contribute, and allow its apportionment to be transferred to SBCTA by Caltrans, federal Congestion Mitigation and Air Quality Program (CMAQ) funds to the Project in an amount equivalent to the Cantu-Galleano Ranch Road Improvements Costs, which shall be comprised of mutually agreed-upon actual design costs and an agreed lump sum price for construction and support costs determined at bid time utilizing the form included in Exhibit F. Parties shall notify Caltrans of the amount to be transferred using the letter agreement as detailed in Exhibit H and executed by the Parties' Executive Directors. RCTC will be directly responsible for payment of the toll revenue impacts

associated with the construction of the Cantu-Galleano Ranch Road Interchange Improvements outlined in Section 3.4. Such payment will not be part of the CMAQ fund transfer to SBCTA.

3.3 Project Cost Administration

3.3.1 Cost and Payment Administration

In accordance with Project funding responsibilities described in 3.2.1, SBCTA shall pay for Riverside County Improvements Costs and the Cantu-Galleano Ranch Road Interchange Improvements Costs as the costs are incurred.

- a) For Riverside County Improvements Costs and Cantu-Galleano Ranch Road Interchange Costs incurred under SBCTA contracts, SBCTA will administer and pay such contracts directly.
- b) For the Riverside County Improvements Costs and Cantu-Galleano Ranch Road Interchange Costs incurred under RCTC contracts, RCTC will administer and pay such contracts directly and will be reimbursed by SBCTA on an actual cost basis. Payment is due to RCTC within 30 calendar days of receipt of an invoice for eligible incurred costs.
- c) During the development and construction phases of the Project, each Party shall bear its own staff costs, and such costs are not deemed an eligible Project Cost.
- d) During construction, SBCTA will reimburse RCTC for estimated lost toll revenue for SBCTA-initiated approved Closures required for the Project and liquidated damages for SBCTA-initiated unapproved lane Closures, as detailed in Exhibit I.

3.3.2 Final Project Cost Deviations

Final Project cost increases, decreases, and unanticipated costs from the values in Exhibit D for the Riverside County Improvements and Exhibit F for the Cantu-Galleano Ranch Road Improvements shall be borne by SBCTA, with the exception of construction cost overruns for a changed site condition directly related to the additional mainline widening required by the Cantu-Galleano Ranch Road Interchange Improvements or construction cost overruns for a changed site condition directly attributed to any Betterments identified by RCTC for inclusion in the Project. SBCTA shall immediately inform RCTC of any cost increases or unanticipated costs for which RCTC may be responsible, and shall not enter into a change order covering such costs without RCTC's prior written concurrence. Any disputes related to such cost increases or change orders shall be resolved pursuant to the dispute resolution process described in Article 7.5.

3.4 Toll Revenue Impacts during Construction

3.4.1 The Parties agree that it is in their best interest to cooperate to mitigate any potential impacts of Project construction on the RCTC 15 Express Lanes in order to minimize loss of Customer use of the lanes due to construction activity and to ensure RCTC is compensated for loss of toll revenues attributable to temporary stage construction impacts, or damage to RCTC Toll Infrastructure or Toll Equipment. Recognizing the revenue impacts to the existing RCTC 15 Express Lanes during Project construction, SBCTA agrees to reimburse RCTC for projected revenue losses as follows:

- a) **Stage Construction:** The Parties agree to pay the RCTC 15 Express Lanes their respective share of the expected revenue loss due to stage construction impacts, including such things as speed reductions and geometric lane changes, in the amounts as shown on Table 3.4-1. The amounts shall be fixed for the approximate duration of stages below and shall not be adjusted unless the expected duration changes by more than 25%. In that case the amount of total revenue loss reimbursement shall change by a pro-rata share equal to the number days the actual duration either exceeds or underruns the expected duration. The project element most directly responsible for the impact, and thus responsible for funding the revenue loss, is identified in Table 3.4-1 under the “Responsible Project Element” heading. First payment shall be made within 30 days following the start of the corresponding construction stage. Payment for subsequent periods shall be made on a quarterly basis on the dates to be mutually agreed by the Parties.

Table 3.4-1 Stage Construction Impacts

Stage(s)	Expected Duration	Estimated Revenue Loss	Fiscal Year of Impact	Responsible Project Element	Agency Responsible for Payment
1, 1a, and 2	12 months	\$310,000	2024	Cantu-Galleano Ranch Road Interchange Improvements	RCTC
3	12 months	\$441,000	2025	Riverside County Improvements	SBCTA
Total		\$751,000			

- b) **Damage to RCTC System and Operation:** SBCTA shall reimburse RCTC for revenue loss incurred by RCTC for any construction or traffic related damage to the existing RCTC toll equipment caused within the Construction Work Zone. The amount of revenue loss shall be computed by RCTC from the timeframe the loss first occurs until such time revenue generation is reestablished in full. The amount of revenue loss reimbursement from SBCTA to RCTC shall be the amount estimated to be in a similar timeframe and duration for which the loss occurred.

3.5 Toll Revenue Transfer during Operations

3.5.1 Recognizing the value associated with the Assigned Portion as well as the need to avoid negative financial impact to existing RCTC 15 Express Lanes financing, SBCTA agrees to provide Toll Revenue Transfer payments to RCTC as follows:

- a) From the Partial Assignment and Assumption Effective Date, expected in Summer 2026, through the duration of the existing RCTC 15 Express Lanes Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan Agreement – Transfer toll revenue to RCTC as set forth below:
 - i. Annual Toll Revenue Transfer payments in the amounts listed under Table 1 of the Toll Revenue Transfer Table, dated 4/15/2022 as included in Exhibit G.
 - ii. Beginning the first day of each Fiscal Year following the Project Assignment and Assumption Effective Date, SBCTA shall cause the SBCTA Toll Services Provider to deposit with the RCTC I-15 Trustee the first dollars collected from the SBCTA 15 Express Lanes Gross Toll Revenue, continually accrued up the Annual Toll Revenue Transfer payments in the amounts listed under Table 1 of the Toll Revenue Transfer Table, dated 4/15/2022 as included in Exhibit G, for that particular fiscal year and escalated as per Section 3.5.1 (c). Prior to October 15th of the same fiscal year any amounts owed by SBCTA for the Annual Toll Revenue Transfer Payments that have not already been deposited to the RCTC I-15 Trustee are due to the RCTC I-15 Trustee. SBCTA shall provide evidence to RCTC of any payments made to the RCTC Trustee. SBCTA shall include the requirements of this provision in the operating agreement or in separate standalone agreement outlining the Toll Revenue Transfer payment process with the SBCTA Toll Services Provider,

and shall include RCTC as a signatory with respect to such requirements and any subsequent changes to such requirements

- iii. If the Partial Assignment and Assumption Effective Date occurs before July 1, 2026, SBCTA will remit Toll Revenue Transfer payment within 30 days of the Partial Assignment and Assumption Effective Date. Payment will be based on the amount specified for the fiscal year of Partial Assignment and Assumption Effective Date, multiplied by the number of prorated days remaining within the fiscal year, as referenced in the RCTC Toll Revenue Transfer Table dated 4/15/22 as included in Exhibit G.
 - iv. If the Partial Assignment and Assumption Effective Date occurs after July 1, 2026, but before September 15, 2026, SBCTA will remit Toll Revenue Transfer payment by October 15, 2026. Payment will be based on the amount specified for the fiscal year of Partial Assignment and Assumption Effective Date, multiplied by the number of prorated days remaining within the fiscal year, as referenced in the RCTC Toll Revenue Transfer Table dated 4/15/22 as included in Exhibit G.
 - v. If the Partial Assignment and Assumption Effective Date occurs later than September 15, 2026, SBCTA will remit Toll Revenue Transfer payment within 30 days of the Partial Assignment and Assumption Effective Date. Payment will be based on the amount specified for the fiscal year of project opening, multiplied by the number of prorated days remaining within the fiscal year, as referenced in the RCTC Toll Revenue Transfer Table dated 4/15/22 as included in Exhibit G.
- b) From the end of the RCTC 15 Express Lanes RCTC I-15 TIFIA Loan Agreement, defined as the earlier of any refinance or retirement of the existing loan or the loan maturity date of June 1, 2055, through the duration of RCTC 15 Express Lanes lease term with Caltrans expiring in April 2071 – Transfer toll revenue to RCTC as set forth below.
- i. Annual payments in the amounts listed under Table 2 of the Toll Revenue Transfer Table, Table 2 dated 4/15/2022 as included in Exhibit G.
 - ii. Annual Toll Revenue Transfer payments owed to RCTC shall be made by October 15.

- iii. If the existing TIFIA loan is refinanced or retired prior to June 1, 2055, Toll Revenue Transfer payments will be owed based on the forecasted modeled toll revenue impact as specified in Table 1 of Exhibit G through the closing date of the new debt issuance or TIFIA loan retirement. After the closing date of the new issuance or loan retirement, payments will be based on the tolled lane mile approach in Table 2 of Exhibit G specified for the fiscal year of impact multiplied by prorated number of days remaining in the fiscal year. If payment has already been made for the full fiscal year, SBCTA and RCTC agree to reconcile the difference between the prorated Table 1 and Table 2 amounts for that fiscal year.
- iv. Upon expiration of the RCTC I-15 TIFIA Loan Agreement, Toll Revenue Transfer payments will be owed based on the tolled lane mile approach as specified in Table 2 of Exhibit G and the number of prorated days remaining in the fiscal year (30 days – June 1 thru June 30).
- c) The Toll Revenue Transfer currently expressed in 2021 dollars will be escalated by the May regional Consumer Price Index for all urban consumers (CPI-U) for the Riverside-San Bernardino-Ontario MSA annually to determine the actual transferred amount in the year it is paid (Year of Expenditure). Specifically, the escalation factor calculation is as follows:
Annual Change in CPI-U (Riverside-San Bernardino-Ontario):

$$\text{May 20xx - index (current year of payment) less May 20xx - index (prior year of payment) = Change in CPI-U index}$$

$$\text{Change in CPI-U index divided by May 20xx – index (prior year of payment) equals (=) escalation factor}$$

The escalation factor will be adjusted annually as outlined in Exhibit G (multiplier affect). Specifically, the change in CPI-U will be adjusted to reflect the value of the modeled revenue transfer owed during upcoming the year of payment. The escalated Annual Toll Revenue Transfer payments for a particular fiscal year will be provided by RCTC by June 15 of the preceding fiscal year.

If the *CPI-U (Riverside-San Bernardino-Ontario)* becomes unavailable both parties should mutually agree on a consumer price index pertaining to the inland empire area.

- 3.5.2 Should the conditions described under Section 7.7 – Force Majeure result in a significant decrease in toll revenue for the Cross-County Toll Segment, the Parties agree to mutually assess and make good faith efforts to develop an appropriate reduction to the toll revenue transfer amounts described in 3.4.1.

ARTICLE 4 – COORDINATION DURING DESIGN AND PROCUREMENT

4.1 Coordination of Project Design

The Parties agree and acknowledge that cooperation and coordination during design is critical to the successful delivery of the Project.

4.1.1 The design of the Project includes civil work within Riverside County and associated tolling infrastructure supporting SBCTA operation of the portion of the Cross-County Toll Segment within Riverside County, as well as relocation of RCTC tolling infrastructure and equipment as needed to construct the Project.

4.1.2 The required coordination of design and procurement shall be achieved through implementation of the following measures:

- a. SBCTA shall establish various working groups for Project matters and activities such as review of engineering and design plans, tolling infrastructure and equipment, review of lane closure requirements, and review of construction requirements.
- b. RCTC shall provide staff or consultants to participate in the review and comment on matters related to engineering, design, tolling, construction, scheduling, and coordination of all portions of the Project that may impact the RCTC 15 Express Lanes.

4.1.3 SBCTA will ensure that all RCTC comments for the Cross County Toll Segment that impact the Cantu-Galleano Ranch Road Improvements and any comments related to impacts to the RCTC Toll System and Operation are addressed to the satisfaction of RCTC, at which point RCTC will provide to SBCTA a statement of concurrence/no further comments for the PS&E Package.

4.2 Design of Project in Riverside County

4.2.1 The Project includes improvements within Riverside County, which include Riverside County Improvements as described in Exhibit B and Cantu-Galleano Ranch Road Interchange Improvements as described in Exhibit F. SBCTA will lead the Project design utilizing a traditional design-bid-build approach.

4.2.2 The 65% Design Plans, 95% Design Plans, and Final Design Plans for the Project and any material modifications to such Final Design Plans made prior to approval of the Construction Contract, shall be subject to RCTC's review and comment, with the timing coordinated with SBCTA. RCTC shall provide any comments on the foregoing to SBCTA in an agreed-upon timeline as defined herein this section. The standard of RCTC's review and comment, except as relates to the Cantu-Galleano Ranch Road Interchange Improvements, will

generally be limited to issues that involve express lane operations, including, express lane access/ signage/traffic monitoring, and/or potential foreseeable adverse impacts to the operations, maintenance, and revenues of the RCTC 15 Express Lanes. RCTC will provide its best effort to be responsive to SBCTA on all design reviews. If there are disputes on design preferences, then the dispute resolution process described in Article 7.5 will be followed. Should RCTC fail to provide comments or requested revisions to any of the above-specified design plans for the Riverside County Improvements within the agreed-upon timeline, SBCTA will proceed in accordance with the submitted design plans.

RCTC's review and/or approval of any Documents Submitted for RCTC Approval shall conform to the following schedule:

- a. Initial comments on and/or requested revisions to 65% Design Plans, 95% Design Plans, or other design Documents Submitted for RCTC review and comment, excluding the Final Design Plans that have addressed all comments, changes or any other post-Construction Contract-award, shall be provided to SBCTA within thirty (30) calendar days after delivery by SBCTA to RCTC of such documents.
- b. RCTC shall provide comments to any such resubmitted documents, excluding changes or any other post-Construction Contract-award changes, within fourteen (14) calendar days after delivery by SBCTA to RCTC of such documents.
- c. Initial comments on and/or requested revisions to Final Design Plans submitted for RCTC comment shall be provided to SBCTA within fourteen (14) calendar days after delivery by SBCTA to RCTC of such documents.
- d. Initial comments on and/or requested revisions to any changes or any other post-Construction Contract-award changes submitted to RCTC for comment shall be provided to SBCTA within seven (7) calendar days after delivery by SBCTA to RCTC of such document.
- e. RCTC shall provide comments of any such resubmitted documents for RCTC comment related to changes or any other post-Construction Contract-award changes expressly included herein within seven (7) calendar days after delivery by SBCTA to RCTC of such document.
- f. Should RCTC fail to provide timely comments on requested revisions to, and/or approval of any Documents Submitted for RCTC comment in

accordance with Section 4.2.2, above, SBCTA will proceed in accordance with the submitted design plans.

- g. All RCTC comments and/or requested revisions shall be provided in writing with reasonable detail, and RCTC shall indicate the nature and basis of the issue or concern underlying each of the comments or requested revisions.

4.2.3 In the event of any contrary direction or comment by Caltrans and RCTC best efforts will be made to ensure that a solution can be developed that will adequately meet both agency requirements.

4.2.4 If RCTC desires any Betterments to be completed as part of the Project, RCTC may timely request the desired Betterments and provide SBCTA with a detailed description of the Betterments, including sufficient information and detail as would be required for inclusion in the PS&E Package. In the event that Betterments are identified after the 95% Design Package, SBCTA and RCTC will consider the need of the Betterment on a case-by-case basis. If the Betterments are acceptable to SBCTA, in its sole discretion, SBCTA shall include them in the scope of work for the Project. No Betterment that would delay the completion date or otherwise result in an unreasonable deviation from the project schedule shall be considered. Betterments shall be at RCTC's sole cost and expense, including (i) the costs incurred to incorporate acceptable Betterments into the scope of work of the Project; (ii) additional design, construction, and oversight costs arising from or associated with the Betterments, including changes thereto; (iii) the costs associated with preparing and obtaining approval of an environmental revalidation and/or necessary permits associated with the Betterments; (iv) additional operations and maintenance costs arising from or associated with the Betterments, including changes thereto; and (v) costs associated with any impact on the design and construction schedule associated with the Betterments.

4.2.5 Unless otherwise agreed upon by the Parties, SBCTA shall be responsible for implementing required environmental mitigation measures and monitoring in Riverside County for the Project, pursuant to the final environmental documents for the Project, as approved by all relevant regulatory agencies. Additional mitigation may be required during the final permitting. The cost for environmental mitigation work in Riverside County shall be considered Riverside County Improvements Costs, with the exception of any environmental mitigation work that is the direct result of the Cantu-Galleano Ranch Road Improvements, which shall be included in the Cantu-Galleano Ranch Road Improvements Costs.

- 4.2.6 The Parties agree to work together to coordinate planning and design of the Riverside County Improvements with the current operation of the RCTC 15 Express Lanes. SBCTA shall develop and provide to RCTC for timely review and comment, technical provisions regarding lane closures, detours, operations, and other such matters for inclusion in the PS&E Package to attempt to mitigate any impacts to the RCTC 15 Express Lanes related to the Project. While the Parties recognize that the staging and construction of the Project will likely require some Closures and result in other impacts, it is SBCTA's intent to construct the Project in a manner that will reasonably minimize impacts to the ongoing operations of the RCTC 15 Express Lanes and pursuant to a defined Closure regime designed to limit Closures and to avoid any significant and/or unpermitted Closures. SBCTA shall include language to this effect in the PS&E Package and resulting Construction Contract for RCTC review and comment.

4.3 Design of Project Tolling Improvements in Riverside County

- 4.3.1 The Project will require coordination and installation of new toll collection equipment, gantries, and signage required for SBCTA operation of the Cross-County Toll Segment in Riverside County. SBCTA will lead the design of the SBCTA tolling civil infrastructure and SBCTA Toll Collection System equipment.
- 4.3.2 The Project will require RCTC Toll System and Operation Modifications, including both the civil works required to support the roadside tolling equipment and the design, relocation, and testing required to implement the modifications.
- a) SBCTA is responsible for the design and coordinating all the civil elements, both permanent and any required temporary works, required to support modifications to the RCTC Toll System and Operation, including but not limited to such things as conduit, fiber optic cable, power supply, poles, gantries, and equipment pads. SBCTA shall provide an opportunity, as per Section 4.2.2, for RCTC to review the plans for any proposed modifications or expected physical or operational impacts to the existing RCTC I-15 Express Lanes. The design shall accommodate the required RCTC Toll Operator review timelines and system testing protocols as part of the stage construction approach. RCTC shall provide a review certification of the 100% plans indicating its approval of the SBCTA design approach.
 - b) SBCTA is responsible for the design, installation, and testing of any new or relocated toll equipment required as part of the implementation of the Project.

c) SBCTA shall perform a radio frequency (RF) survey for the relocated RCTC Toll Systems to be approved by RCTC to ensure no degradation in existing performance levels for RCTC Toll System and Operation.

d) RCTC shall be responsible for any required software changes to the existing RCTC I-15 Express Lanes back-office system to accommodate any new or modified elements of the RCTC Toll System and Operation.

4.3.3 The Parties agree to hold toll working group coordination meetings as needed to coordinate temporary or permanent modifications to the RCTC Toll System and Operation.

4.4 Coordination of Project Procurement

RCTC acknowledges that timely completion of the Final Design Plans by SBCTA for purposes of procuring a Construction Contractor is critical to the overall feasibility and funding of the Project and requires timely review and approval by RCTC of (i) any design plans submitted to RCTC and (ii) any-specifications included within the PS&E Package.

4.4.1 SBCTA shall lead the procurement, award and administration of the Construction Contract for the Project. RCTC shall not have any right to approve the Construction Contractor or the award of the Construction Contract for the Project.

4.4.2 SBCTA shall lead the procurement, award, and administration for any design or construction services needed for the SBCTA Toll Collection System and SBCTA Back Office. RCTC shall not have any right to approve the SBCTA Toll Collection System and SBCTA Back Office contractors or award of any related amendments or contracts.

ARTICLE 5 – COORDINATION DURING CONSTRUCTION

5.1 Coordination of Project during Construction

- 5.1.1 The Parties agree to work together to coordinate construction and minimize impacts of the Project with the current operation of the RCTC 15 Express Lanes.
- 5.1.2 SBCTA will allow, and provide in its Construction Contract the same, reasonable access to the construction site for RCTC and its consultants to perform routine or emergency maintenance to its existing tolling equipment. RCTC will perform this work in a manner to minimize impact to the Project.
- 5.1.3 SBCTA will allow, and provide in its Construction Contract the same, access to the construction site for RCTC and its consultants to install and test RCTC Toll System and Operation Modifications in a reasonable manner and timeframe.
- 5.1.4 SBCTA will identify any construction issue associated with or potentially impacting RCTC 15 Express Lanes and provide timely dissemination of information to Customers and general public. SBCTA will schedule ongoing public outreach meetings and be the lead agency providing public notifications, with such information also provided to RCTC for posting on RiversideExpress.com in a compatible format and consistent with the aesthetic theme and narrative utilized by RCTC on RiversideExpress.com. The required advance notification to RCTC for such notices may vary depending on the level of impacts, as such the timing of such notices shall be as mutually agreed during the construction phase, but generally shall be in the order of no less than 7 calendar days.
- 5.1.5 SBCTA shall establish and lead on-going construction coordination meetings with RCTC. The objectives of the meetings will be to keep RCTC informed of relevant project information as it relates to Project status and potential impacts to the existing RCTC I-15 Express Lanes and provide advance notice of any items requiring RCTC input or action, including such things deviations from the approved plans impacting the RCTC Toll Systems and Operations or requested Betterments.
- 5.1.6 SBCTA acknowledges as the implementation agency its lead role in administering the Project in a fashion that minimizes impact to the existing RCTC I-15 Express Lanes, identifies issues for action in a timely manner to avoid cost and schedule impacts to either party, and provides adequate time for RCTC and its consultants to review, provide comment, and resolve issues in manner for to avoid cost or schedule impacts for those issues requiring RCTC action.

- 5.1.7 RCTC acknowledges that timely review of (i) any changes requiring RCTC comment, (ii) any post-Construction Contract-award changes requiring RCTC comment, and (iii) any environmental mitigation measures specific to Cantu-Galleano Ranch Road Interchange Improvements to be implemented in the I-15 right-of-way requiring RCTC comment is critical to the Project and requires timely review and comment by RCTC.
- 5.1.8 Following award of the Construction Contract, any significant change to the Final Design Plans for the roadway portion of the Riverside County Improvements shall be subject to RCTC's review and comment, which shall not be unreasonably withheld and shall be provided in a timely manner. The standard of RCTC's review and comment, except for the Cantu-Galleano Ranch Road Interchange Improvements, will generally be limited to issues that involve, express lane access/signage/traffic monitoring, and/or potential adverse impact to the operations, maintenance, and revenues of the RCTC 15 Express Lanes. If there are disputes on solution to the construction change or issue, then the dispute resolution process described in Article 7.5 will be followed. Should RCTC fail to provide comments on such change in accordance with the timelines specified in Section 4.2.2, SBCTA shall proceed as the change was deemed approved. The timelines under Section 4.2.2 may be revised for an individual change as per mutual agreement
- 5.1.9 RCTC shall provide any comments to SBCTA staff and consultants and not directly to the Construction Contractor. RCTC shall not have the right or power to direct the work of SBCTA's consultants or the Construction Contractor.
- 5.1.10 SBCTA shall be responsible for the timely replacement and repair of any RCTC Toll System and Operation damaged by SBCTA within the project limits during the project construction. If SBCTA requests that RCTC perform repair work required to be completed by SBCTA, RCTC will be reimbursed by SBCTA for all costs, other than direct staff costs. Should any damage cause loss of revenue, SBCTA will be responsible for reimbursement of lost revenue and all costs related to repair of the damage within thirty (30) days of notification from RCTC. Should SBCTA not respond in a timely manner, RCTC reserves the right to perform the repairs and recover all its repairs costs from SBCTA.
- 5.1.11 RCTC shall also be responsible for the continued performance monitoring of the existing RCTC Toll System and Operation during construction and shall report in a timely manner to SBCTA any performance anomalies it believes are caused by construction activities for discussion and resolution.

5.2 Closures of RCTC 15 Express Lanes During Construction

- 5.2.1 SBCTA agrees not to close or reduce the length of the existing RCTC 15 Express Lanes, nor alter the configuration of the ingress/egress zones of the RCTC 15 Express Lanes in a manner that, in RCTC's sole determination, impacts revenue to RCTC, other than as described in this Section 5.2.
- 5.2.2 The Parties agree that certain Closures of the RCTC 15 Express Lanes are required for construction of the Project and that SBCTA shall be responsible to RCTC for payment of the resultant lost revenue. RCTC will allow SBCTA Closures of the RCTC I-15 Express Lanes during certain hours, designated as "Permitted I-15 RCTC EL Closures" as shown on Exhibit I. SBCTA will reimburse to RCTC the projected lost toll revenue as indicated on Exhibit I. The Parties agree these shall be RCTC's sole remedy for any revenue impacts to RCTC related to or arising out of the Permitted I-15 RCTC EL Closures.
- 5.2.3 If for whatever reason SBCTA closes the RCTC I-15 Express Lanes, reduces its length, or modifies the ingress/egress such that revenues are impacted outside the permitted Closure timeframes, such Closures shall be deemed an "Unpermitted I-15 RCTC EL Closures" and SBCTA shall reimburse RCTC the applicable values listed within Exhibit I. Such reimbursement shall be RCTC's sole remedy for any revenue and ancillary impacts to RCTC related to or arising out of the Unpermitted I-15 RCTC EL Closures.
- 5.2.4 SBCTA may request Closures outside the Permitted I-15 RCTC EL Closures time frames; however, the approval of such request shall be at the sole discretion of RCTC. If an Unpermitted I-15 RCTC EL Closures is approved by RCTC the revenue loss reimbursement shall be computed solely by RCTC based on the previous 6 weeks of revenue for the same weekday and time period, excluding any anomalies that may occur. SBCTA shall also reimburse RCTC for any additional reasonable expenses incurred by RCTC, less any direct staff time, to implement and oversee the Unpermitted Closure.
- 5.2.5 If during the final construction stage of the Project SBCTA implements the final configuration of the express lanes in any form that results in closing, shortens the existing tolled lanes-miles, or restricts access impacting RCTC revenue in advance of the Opening Date, SBCTA will reimburse RCTC for projected revenue loss in accordance with Section 3.4.1.b. This clause is intended to address what is expected to be a period of time in which the final configuration of the express lanes within the Assigned portion of the RCTC 15 Express Lanes is required for SBCTA Toll System Testing prior to the Opening Date. SBCTA shall perform all required toll system testing within the Permitted time frames other than that required and as mutually agreed between Parties for the final

configuration. The required period of time for the final SBCTA Toll System testing shall not be considered an Unpermitted Closure.

- 5.2.6 SBCTA shall record the number of permitted and unpermitted closures per month or contractor pay period, reconcile it with RCTC, and payment for that period of Closures shall be made to RCTC within 30 days of the final day of the month or contractor pay period in which the Closure occurred.
- 5.2.7 SBCTA shall provide, or cause its Contractor to provide, RCTC with at least seven (7) days advance written notice of any anticipated Closures ("Notice of Closure"), in a manner and format to be mutually agreed prior to construction. Once notice is provided as required in the foregoing sentence, RCTC shall take all required actions to ensure that the Closure(s) can be made at the times and on the dates as specified in the Notice of Closures. After receipt of the Notice of Closure RCTC shall provide a 48-hour notice in the event the Closure request cannot be accommodated and approved.
- 5.2.8 If a Notice of Closure has been provided for a particular Closure, RCTC shall be entitled to compensation in accordance with the Exhibit I for the entire period set forth in the Notice of Closure, regardless of whether a Closure actually occurs for the entire length of such period, unless SBCTA or its Contractor provides RCTC at least seventy-two (72) hours advance written notice (in the same manner required for a Notice of Closure) of withdrawal or amendment of the Notice of Closure.
- 5.2.9 SBCTA and RCTC shall make every effort to coordinate Closures needed for the maintenance of the RCTC 15 Express Lanes with the Closures required for construction.
- 5.2.10 The Construction Manager shall maintain inspection diaries validating the duration of any Closures and shall, upon request of RCTC, provide copies of such inspection diaries to RCTC for review. In the case of any dispute between RCTC and SBCTA regarding the duration of a Closure, or the payment due to RCTC for any Closure, SBCTA may pay RCTC the disputed amount under protest, and the Parties agree to submit the dispute to the Dispute Resolution Process set forth in Section 6.5 of this Cooperative Agreement. During the pendency of any dispute RCTC shall continue to allow Closures pursuant to the terms of this Cooperative Agreement.

5.3 Relocation of RCTC Equipment during Project Construction

- 5.3.1 The Parties acknowledge and agree that certain RCTC equipment and facilities, such as RCTC's toll-related variable message signs, may require temporary or permanent relocation during Project construction.
- 5.3.2 SBCTA shall be responsible for procuring, installing, and testing any temporary equipment or improvements needed to successfully relocate RCTC equipment without interruption to the operation of the RCTC 15 Express Lanes. SBCTA shall allow for sufficient time for testing and acceptance of relocated equipment by RCTC prior to decommissioning or otherwise impacting the operation of existing equipment.
- 5.3.3 SBCTA shall provide sufficient advance notice to RCTC and shall obtain RCTC's prior approval, which shall not be unreasonably withheld, of any plans for relocation, or any actual relocation, of RCTC equipment and/or facilities, including the installation and maintenance of temporary signage when deemed necessary by RCTC.
- 5.3.4 Costs associated with any modification, relocation, or any implemented temporary measures of RCTC Toll System and Operation during construction of the Project shall be included in the Riverside County Improvements Costs.
- 5.3.5 SBCTA shall obtain RCTC concurrence that the Construction Contractor has satisfactorily completed all civil and tolling infrastructure obligations related to the RCTC Toll System and Operation

5.4 Claims and Lawsuits during Construction

During the construction phase SBCTA will be responsible for claims made for incidents within the RCTC 15 Express Lanes which arise from or are caused by construction activity. RCTC will forward such claims to SBCTA for processing.

5.5 Modifications After Revenue Commencement

The Parties acknowledge that during the period between Revenue Service Commencement and Construction Contract Acceptance of the Cross County Toll Segment by SBCTA, certain modifications may be needed or requested by either Party to the Cross County Segment or the I-15 Express Lanes. Such modifications may be needed or requested to address traffic safety, operational, or toll related issues. Prior to implementation, such changes and cost responsibility shall be mutually agreed to between Parties with all related costs considered part of the Project.

ARTICLE 6 – OPERATING GUIDELINES

6.1 Objectives Regarding Operation of the 15 Express Lanes

- 6.1.1 Upon the Partial Assignment and Assumption Effective Date, SBCTA shall be responsible for maintenance of the Assigned Portion per the terms of the Partial Assignment and Assumption. Following Revenue Service Commencement, SBCTA shall be responsible for operating and maintaining the SBCTA 15 Express Lanes including the Assigned Portion. SBCTA shall be solely responsible for its debt service obligations, ongoing routine and capital maintenance and for future capital improvement projects related to the SBCTA 15 Express Lanes including any equipment that is used for the SBCTA 15 Express Lanes that is physically located within the RCTC 15 Express Lanes.
- 6.1.2 Upon the Partial Assignment and Assumption Effective Date, RCTC shall be responsible for operating and maintaining the RCTC 15 Express Lanes excluding the Assigned Portion. RCTC shall be solely responsible for its debt service obligations, ongoing routine and capital maintenance and for future capital improvement projects related to the RCTC 15 Express Lanes including any equipment that is used for the RCTC 15 Express Lanes that is physically located within the SBCTA 15 Express Lanes, other than for any obligations assigned to SBCTA under the Partial Assignment and Assumption.
- 6.1.3 It is the intent of the Parties to operate the 15 Express Lanes so that customers will experience a seamless transition between the two facilities.
- 6.1.4 It is the intent of the Parties to coordinate maintenance and operational services where a benefit to the Parties and motorists will be achieved.

6.2 Mutual Aid in Case of 15 Express Lanes Related Emergency

The Parties agree to share resources in cases of emergencies, and to provide mutual aid as needed. The Parties agree to coordinate the suspension of tolling when the safety of the motoring public is at risk and the Parties respective policies allow for such suspension.

6.3 Customer Service and Customer Accounts

The Parties agree to provide a high level of customer service to users of the 15 Express Lanes. RCTC has an established customer service center and customer accounts operating as Riverside Express. SBCTA agrees it is responsible for establishing its own customer service center or for providing for a customer service center through a contract with another operator. RCTC is under no obligation to share its existing customer accounts with SBCTA or to provide customer service for users of the SBCTA 15 Express Lanes.

6.4 Toll Rate Setting

The Parties shall each be responsible for adopting and implementing its own Toll Pricing Policies on the RCTC 15 Express Lanes and SBCTA 15 Express Lanes, respectively. For consistency with the RCTC 15 Express Lanes financing, SBCTA shall modify its toll setting policy for the Cross-County Toll Segment as needed to maintain consistency with the RCTC toll setting policy. The Parties shall each be responsible for coordinating appropriate timing and messaging of business rules/toll policies to their respective Customers.

6.5 Transaction Processing

The Parties are responsible for processing the toll transactions for their respective express lanes and collecting the associated revenue. The price for the RCTC 15 Express Lane and the SBCTA 15 Express Lanes will not be combined on the pricing signs and the transaction data will be processed independently for each express lane. The use of one or more segments on the RCTC 15 Express Lanes will be combined to form a single trip transaction processed by RCTC and the use of one or more segments on the SBCTA 15 Express Lanes will be combined into a single trip transaction processed by SBCTA. A Customer who uses a portion or all of each express lanes will get separate toll charges from each agency posted to his/her account or two violation notices should the Customer not have a valid FasTrak account.

Prior to the Partial Assignment and Assumption Effective Date, the Parties shall take the following actions:

- 6.5.1 RCTC shall amend its RCTC 15 Express Lanes toll policy resolution to exclude the Assigned Portion.
- 6.5.2 SBCTA shall adopt or amend an SBCTA 15 Express Lanes toll policy resolution that includes the Assigned Portion.

Prior to the Partial Assignment and Assumption Effective Date, SBCTA shall take any and all additional legal actions required to effectuate its right to process toll transactions and collect associated revenue for the portion of the Cross-County Segment located in Riverside County. SBCTA shall conduct such processing and collections activities in accordance with all applicable laws. SBCTA shall indemnify and defend RCTC, pursuant to Section 7.1.1(a), for any claims arising out of or related to SBCTA's or its consultants' processing of toll transactions and collection of tolls and penalties in Riverside County.

6.6 Operating Rules

The Parties agree that it is in the best interest of Customers for RCTC and SBCTA to maintain and implement consistent operating rules. Operating rules which are deemed necessary for a seamless customer experience are as follows:

- 6.6.1 **Customer Discounts.** The Parties agree, subject to any additional action or approval of their respective legislative bodies, to adopt the same discount policies to avoid customer confusion. Current discount policies to be coordinated include HOV 3+, registered clean air vehicles, disabled veterans, motorcycles, buses, and approved emergency vehicles. Future legislation may mandate additions or changes to the current discounts provided. The Parties agree to work together to implement future changes to discount policies.
- 6.6.2 **Method of Payment.** The Parties agree to require a FasTrak transponder for use of the express lanes and a switchable FasTrak Flex transponder to obtain the HOV3+ discount.
- 6.6.3 **Toll Violations.** The Parties agree that a customer who uses the express lanes without a valid transponder will be processed as a toll violator. SBCTA will process violations for the SBCTA 15 Express Lanes in accordance with a toll violation ordinance adopted by SBCTA. Such ordinance shall include language which clearly states that SBCTA will be processing toll violations for toll transactions which occur in both Riverside and San Bernardino County. RCTC is relinquishing any right to process a toll violation for the Cross County Toll Segment to SBCTA. SBCTA will retain any toll and penalty monies collected for toll transactions in the Cross County Toll Segment. Prior to the Partial Assignment and Assumption Effective Date, the Parties shall take the following actions:
 - a) RCTC shall amend its toll administration and enforcement ordinance to exclude the Assigned Portion.
 - b) SBCTA shall amend its toll administration and enforcement ordinance to include the Assigned Portion

6.7 Customer Messaging

The Parties agree to coordinate on-road and marketing messages to ensure clear and consistent messaging to motorists.

- 6.7.1 **Signage.** SBCTA shall provide on-road signage that includes information consistent with that on the RCTC 15 Express Lanes. SBCTA shall provide signage that clearly demarcates the separation of the RCTC 15 Express Lanes and the

SBCTA 15 Express Lanes toll facilities and the toll price for the SBCTA 15 Express Lane only.

- 6.7.2 **Customer Website.** SBCTA shall provide information on its customer website which clearly defines the portion of the 15 Express Lanes which it operates and contact information for resolving any matters related to the SBCTA 15 Express Lanes.
- 6.7.3 **Marketing.** SBCTA shall be responsible for the marketing and public education in advance of the Opening Date of the SBCTA 15 Express Lanes and will coordinate marketing content and the marketing plan with RCTC. SBCTA shall provide RCTC with 60 days advance notice of any marketing efforts so that RCTC can prepare its customer service staff to address any inquiries related to the marketing and public education campaign. RCTC shall be responsible for delivering any materials or messages provided by SBCTA to its customers according to the marketing plan. The Parties agree to coordinate marketing beyond the Opening Date and to evaluate the use of joint marketing for on-going marketing.

6.8 Roadway Maintenance

- 6.8.1 The Parties agree that they are responsible for maintaining the roadway for each of their respective toll facilities and to coordinate such maintenance activity to minimize the impact to the travelling public and toll revenue.
- 6.8.2 SBCTA shall maintain the Cross-County Toll Segment in a manner consistent with the maintenance terms of the RCTC I-15 Toll Facility Agreement throughout the term of the Partial Assignment and Assumption. In addition, SBCTA agrees to maintain and operate the Cross-County Toll Segment in compliance with the maintenance and operations covenants contained in the RCTC I-15 TIFIA Loan Agreement.
- 6.8.3 SBCTA shall be responsible for the long-term maintenance requirements of the Cross-County Toll Segment as defined in the RCTC I-15 Toll Facility Agreement throughout the term of the Partial Assignment and Assumption.
- 6.8.4 SBCTA and RCTC agree that any damage to toll infrastructure, toll equipment or fiber caused by either SBCTA or RCTC or its respective contractors will be the responsibility of the respective Party causing the damage or responsible for the contractor causing the damage.

6.9 Closure of RCTC or SBCTA 15 Express Lanes after Construction

The Parties agree to develop a post-construction closure plan for use in managing the Express Lanes operations. The post-construction closure plan shall be included in the

Toll Operations agreement and shall include: the physical closure plan, the inter-agency communication and approval for closures, the method for establishing closure criteria that requires reimbursement of toll revenue and a commitment to coordinate maintenance closures to minimize the impact to the travelling public.

6.10 Toll Infrastructure Maintenance and Repair

SBCTA will provide maintenance of toll infrastructure installed for the SBCTA Toll Collection System or as part of RCTC Toll System and Operation Modifications during the construction of the Project. SBCTA shall provide a 2-year warranty and perform associated toll equipment maintenance for SBCTA provided toll infrastructure and equipment utilized by RCTC. After the warranty period, RCTC will be responsible for maintenance of the toll infrastructure owned by RCTC. SBCTA will be responsible for maintenance of toll infrastructure owned by SBCTA.

6.11 Tolling Fiber Optic Cable Maintenance

SBCTA will be responsible for maintenance of the tolling fiber optic installed during construction of the Project as part of the RCTC Toll System and Operation Modifications for the duration of its warranty provisions under the Construction Contract. RCTC will be responsible for the maintenance of the tolling fiber optic cable supporting the RCTC 15 Express Lanes after expiration of the Construction Contract warranty period. SBCTA will be responsible for the maintenance of the tolling fiber optic cable supporting the SBCTA 15 Express Lanes.

6.12 Toll Equipment Maintenance

Each Party will be responsible for the maintenance of its respective toll equipment. RCTC owned toll equipment that is relocated or modified as part of the RCTC Toll System and Operation Modifications will be the responsibility of SBCTA until RCTC signs off on acceptance of such equipment.

6.13 Claims and Lawsuits during Operations

The Parties will be solely responsible for handling claims or lawsuits regarding motorists claims, toll violations and/or collection prosecutions arising from their respective toll facilities and nothing contained in this Cooperative Agreement shall create any liability on the part of SBCTA for matters related to the RCTC toll facilities or on the part of RCTC for matters related to the SBCTA toll facilities.

6.14 Future Operations Coordination

The Parties agree to periodically evaluate opportunities for improved efficiency in operating services for the SBCTA 15 Express Lanes and RCTC 15 Express Lanes through economies of scale or elimination of redundancy. The Parties also agree to periodically evaluate enhancements to 15 Express Lanes operations, enabled by improvements in

technology and through experience gained in their application. Such services will be further evaluated and described in the future Toll Operations Agreement.

ARTICLE 7 – GENERAL MATTERS

7.1 Indemnification

7.1.1 SBCTA shall indemnify, defend, and hold RCTC, its directors, officials, officers, employees, agents, consultants, and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any breach of contract, negligent acts, omissions or breach of law, or willful misconduct of SBCTA, its officials, officers, employees, agents, consultants, or contractors arising out of performance under this Cooperative Agreement, including the payment of all reasonable attorney's fees.

- a) In addition to the above, SBCTA shall indemnify, defend, and hold RCTC, its directors, officials, officers, employees, agents, consultants, and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising within the Construction Zone or incident to its construction activities, or related to its operation and maintenance of the Cross-County Toll Segment, whether by SBCTA or its officials, officers, employees, agents, consultants, or contractors.

As used above, Construction Zone shall mean any portion of the Project state highway right of way in which Project construction equipment or material is present or temporary traffic control devices, for the purpose of construction, are in place.

- 7.1.2 RCTC shall indemnify, defend, and hold SBCTA, its directors, officials, officers, employees, agents, consultants, and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any breach of contract, negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants, or contractors arising out of performance under this Cooperative Agreement, including the payment of all reasonable attorney's fees.
- 7.1.3 Neither Party shall be liable to the other Party for any consequential, special, incidental, or indirect damages.

7.2 Recovery of Damages under Joint Agreements

In the case of recovery of damages from any consultant or contractor under any joint agreement of the Parties related to the 15 Express Lanes, such recovery shall be proportionately allocated between the Parties based on the percentage of damage or loss incurred by each Party, taking into account any contributory negligence of either Party.

7.3 Insurance

- 7.3.1 By or prior to the Partial Assignment and Assumption Effective Date, SBCTA shall maintain or cause to be maintained insurance for the Assigned Portion with responsible insurers and as is customarily maintained in the United States of America with respect to works and properties of like character, against accident to, loss of or damage to such works or properties, which shall include liability coverage and pollution and other environmental liability and remediation related coverage, and any other coverage applicable to the Assigned Portion identified in the RCTC I-15 TIFIA Loan Agreement. In addition, SBCTA shall comply with the insurance requirements of Section 18 of the RCTC I-15 Toll Facility Agreement. SBCTA shall include the United States Department of Transportation as an additional insured on all such policies.
- 7.3.2 Each Party shall name the other Party as an additional insured under all of its insurance policies related to the use and operation of the 15 Express Lanes, unless provision for additional insureds is not generally available for a policy covered under this Cooperative Agreement.
- 7.3.3 SBCTA shall, within thirty (30) days after the Assignment and Assumption Effective Date, provide certificates of insurance with respect to any policies related to the operating period of the Assigned Portion.

7.4 Termination

The Parties may terminate this Cooperative Agreement in whole or in part as follows:

- 7.4.1 Project Cancellation or Failure to Obtain TIFIA Consent
 - a) SBCTA shall have the right to terminate this Cooperative Agreement for convenience at any time prior to the Partial Assignment and Assumption Effective Date should SBCTA cancel or redesign the Project in a manner not to require tolling by SBCTA in Riverside County. In addition, if TIFIA Consent is not obtained, this Cooperative Agreement may be terminated by either Party for failure of a condition precedent to the effectiveness of the Partial Assignment and Assumption Agreement.

- b) In either case, SBCTA shall complete, at its sole cost and expense, any required changes including lane striping, gantry locations and signage, roadway toll equipment and tolling system modifications, and all other such changes required to restore the RCTC 15 Express Lanes to its configuration and toll operational condition as existed prior to any change or modification made by SBCTA. Should SBCTA fail to timely complete such work, to RCTC's satisfaction, RCTC shall have the right to complete the work and collect all of its reasonable costs from SBCTA. SBCTA shall reimburse RCTC for any modeled revenue loss between the period when the express lane modifications begin and the complete restoration of RCTC 15 Express Lanes to the operational condition that existed prior to work being performed, including such impacts as express lane closure fees and stage construction impacts in accordance with Section 3.4 of this Cooperative Agreement.
- c) SBCTA shall reimburse RCTC all of its agreed-upon consultant support costs and reimburse or payback to RCTC all costs paid by RCTC to SBCTA in conjunction with the costs to implement the Cantu-Galleano Ranch Road Interchange Improvements, as further detailed in Section 3.2.1(b) and Section 3.2.1 (c), respectively, through the date of Project cancellation.
- d) This Cooperative Agreement shall terminate 30 calendar days after the payment of all costs by SBCTA to RCTC, and acceptance by RCTC of any restoration, if required, of the RCTC 15 Express Lanes to its condition prior to any changes or modifications by SBCTA. Upon such termination, the parties will coordinate with Caltrans to take the appropriate steps to terminate the Partial Assignment and Assumption.

7.4.2 Termination for Cause.

- a) Default. Subject to the extensions of time set forth in Section 7.7 of this Cooperative Agreement and/or any extensions agreed upon by the Parties, the following shall constitute a default under this Cooperative Agreement:
 - i. Commencement of a voluntary or involuntary action by or against a Party under federal or state bankruptcy law; or
 - ii. Failure or delay by either Party to perform any material term or provision of this Cooperative Agreement.
- b) Notice of Default. The non-defaulting Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Except as otherwise expressly provided in this

Cooperative Agreement, any failures or delays by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

- c) Failure to Cure. In the event that the defaulting Party fails to commence to cure, correct, or remedy a default within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction or remedy, a default of this Cooperative Agreement shall be deemed to have occurred, and the defaulting Party shall be liable to the non-defaulting Party for any damages caused by such default. In the event of a default, the non-defaulting Party may exercise all rights and remedies available at law or in equity, including the right to seek damages, seek specific performance or other injunctive or equitable relief. If the default materially impacts the non-defaulting Party, and exercise of alternate remedies does not sufficiently address such impacts, the non-defaulting party may terminate this Cooperative Agreement through a written notice of termination, the effective date of which shall be no less than ninety (90) days from the date of the notice. Disputes regarding the existence of a default that may give rise to termination under this section shall be subject to the dispute resolution provisions provided below, but the right to exercise rights and remedies for such reason shall not be subject to review. The exercise of a Party's rights and remedies shall be cumulative with the exercise of other rights and remedies. Notwithstanding anything contained in this paragraph, neither Party shall have the right to terminate this Cooperative Agreement while the subject of such termination is in the process of review pursuant to the dispute resolution procedures contained in this Cooperative Agreement.

- 7.4.3 Cooperation Prior to Termination. Prior to the effective date of a termination for cause, the Parties shall cooperate in good faith to facilitate the transfer of services, agreements, materials, software, equipment, and information as necessary for modification to the Cross-County Toll Segment as needed to enable independent operation of the RCTC 15 Express Lanes and SBCTA 15 Express Lanes. If desired by the non-defaulting Party and approved by Caltrans, the defaulting Party shall complete, at its sole cost and expense, all changes including but not limited to lane striping, gantry locations and signage,

and all other such changes, required in order to return the Assigned Portion to a condition to enable independent operation of the RCTC 15 Express Lanes and SBCTA Express Lanes. Should the defaulting Party fail to timely complete such work, to the non-defaulting Party's reasonable satisfaction, the non-defaulting Party shall have the right to complete the work and collect all of its reasonable costs from the defaulting Party.

7.5 Dispute Resolution

Unless otherwise specified herein, the Parties shall comply with the following procedures in the case of a dispute, claim, or controversy arising under or in relation to this Cooperative Agreement. If one of the procedures below has already been completed pursuant to another section of this Cooperative Agreement, the matter shall immediately be submitted to the subsequent procedure.

- 7.5.1 Submission to Executive Directors. The dispute shall be referred for negotiation to the Executive Director of each Party. The Executive Directors agree to undertake good faith attempts to resolve said dispute, claim, or controversy within ten (10) calendar days after receipt of written notice from the Party alleging that a dispute, claim, or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions.
- 7.5.2 Submission to Ad Hoc Committee. If said matter is not resolved by the Executive Directors within thirty (30) calendar days after conducting the first negotiating session, either Party may then request that the matter be submitted to an ad hoc committee comprised of two (2) members from the governing board of SBCTA and two (2) members from the governing board of RCTC.
- 7.5.3 Further Dispute Resolution. If a matter is not timely resolved after submission to a dispute resolution ad hoc committee as described above, the Parties may refer the matter to further dispute resolution procedures, as may be agreed upon by the Parties.
- 7.5.4 Legal Action. If a matter is not resolved within thirty (30) calendar days after the first negotiating session of the dispute resolution ad hoc committee, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity.

7.6 Term

This Cooperative Agreement shall remain in full force and effect, unless otherwise terminated as provided herein through the duration of the RCTC Toll Facility Agreement lease term with Caltrans expiring in April 2071.

7.7 Force Majeure

The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics or pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than the acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

7.8 Amendments

This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Cooperative Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.

7.9 Assignment of Agreement

Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

7.10 Waiver

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

7.11 General Interpretation

As used in this Cooperative Agreement, unless otherwise specified, the term “including” shall mean including, but not limited to, or without limitation.

As used in this Cooperative Agreement, unless otherwise specified, the terms “shall” and “will” shall have the same meaning.

7.12 Entire Agreement

This Cooperative Agreement, including the attached exhibits, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any prior term sheet and/or agreement, whether written or verbal, with respect to the subject matter herein including that certain “Draft Term Sheet: Principles of Agreement between RCTC and SBCTA to Advance SBCTA-led Project – I-15 Corridor Freight Improvement Project: Auxiliary Lanes to Complement Express Lanes” dated June 3, 2020 and “15 Terms of Agreement – SBCTA Build and Operate Cross-County Toll Segment from Jurupa Street to Cantu-Galleano Ranch Road” dated June 15, 2022.

7.13 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

7.14 Counterpart Originals; Facsimile Transmission; Electronic Signatures

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

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
COOPERATIVE AGREEMENT
FOR I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT
BETWEEN SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____

Its: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

Its: _____

APPROVED AS TO FORM:
BEST & KRIEGER LLP

By: _____
Counsel to Riverside County
Transportation Commission

APPROVED AS TO FORM:

By: _____
General Counsel to San Bernardino
County Transportation Authority

EXHIBITS

- A. Project Description
- B. Riverside County Improvements Description
- C. Schedule
- D. Riverside County Improvements Task/Cost Responsibility Matrix
- E. SBCTA Assigned Portion of RCTC 15 Express Lanes
- F. Cantu-Galleano Ranch Road Interchange Improvements
- G. Toll Revenue Transfer Table (2021 Dollars) and Sample Calculation
- H. CMAQ Apportionment Transfer Letter Agreement
- I. Closure Charges
- J. RCTC Toll System and Operation Modifications Responsibility Matrix

EXHIBIT A – PROJECT DESCRIPTION**Interstate 15 Corridor Freight and Express Lanes Project – Contract 1**

The Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1 (Figure 1) will improve freight efficiency, traffic operations, and safety between Cantu-Galleano Ranch Road in Riverside County and Foothill Boulevard in San Bernardino County. The Project will connect to the RCTC 15 Express Lanes at Cantu-Galleano Ranch Road, providing two continuous express lanes in each direction to Arrow Route and one express lane from Arrow Route to just north of Foothill Boulevard in each direction. Key project elements include the following:

- a) New Cross-County Toll Segment (SBCTA 15 Express Lanes Segment 1) from Cantu-Galleano Ranch Road in Riverside County to Jurupa Street in San Bernardino County (approximately 3 miles)
 - i. Southbound and northbound ingress/egress at Cantu-Galleano Ranch Road with southbound directional weave lanes and northbound combined ingress/egress weave zone (as coordinated with RCTC and included in Cantu-Galleano Ranch Road Interchange Improvements)
 - ii. Southbound and northbound combined ingress/egress with weave lane at Jurupa Street
- b) Cantu-Galleano Ranch Road Improvements (as further described in Exhibit F)
- c) New SBCTA toll segment (SBCTA 15 Express Lanes Segment 2) in San Bernardino County from Jurupa Street to just north of Foothill Boulevard (approximately 5 miles)
 - i. Southbound ingress and northbound egress just north of Foothill Boulevard
 - ii. Southbound ingress and northbound egress at Arrow Route
 - iii. Southbound and northbound combined ingress/egress with weave lane at Jurupa Street
- d) New auxiliary lanes at three locations:
 - i. Southbound from I-10 on-ramp to County Line connecting to State Route (SR) 60 off-ramp extension
 - ii. Northbound from County Line to north of Jurupa connecting to SR-60 on-ramp extension
 - iii. Northbound from 4th Street on-ramp to Foothill Boulevard off-ramp
- e) New SBCTA Toll Collection System to provide for the tolling operation of SBCTA 15 Express Lanes Segments 1 and 2

- i. Four tolling gantries
- ii. Six TRDMS signs
- iii. Roadside tolling equipment
- iv. Associated tolling communications and equipment

Figure 1: Project Overview

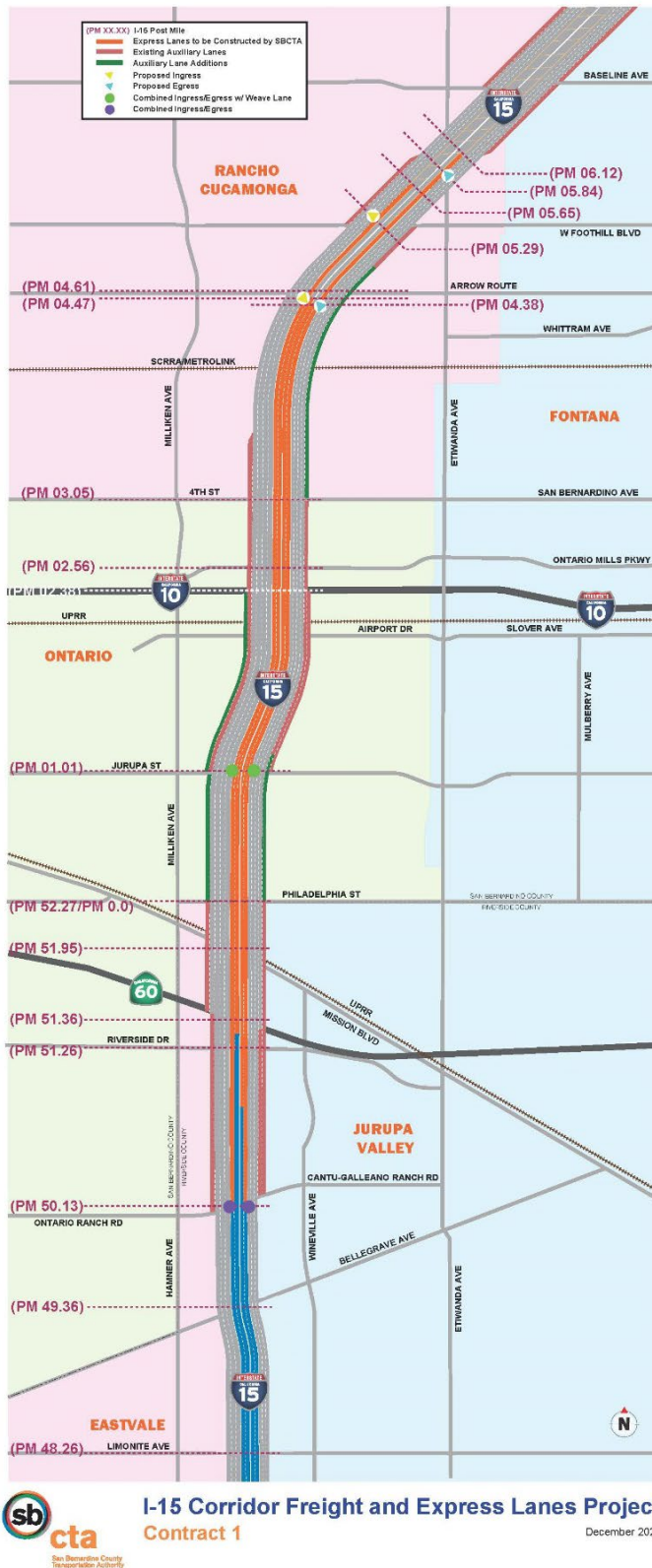


EXHIBIT B –RIVERSIDE COUNTY IMPROVEMENTS

Construction of the Cross-County Toll Segment as part of the Project will include improvements within Riverside County. The work includes civil work, tolling infrastructure, and modifications to the RCTC Toll Systems and Operation. RCTC consultant support for the coordination and implementation of Riverside County Improvements are eligible Project costs further described in Exhibit D and subject to the funding and reimbursement terms of Article 3. The work elements include, but are not limited to, the following:

1. Project Improvements in Riverside County
 - a) Construction of median barrier and median widening from Cantu-Galleano Ranch Road to the Riverside/San Bernardino County Line
 - b) Construction of outside widening as required
 - c) Overhead sign structures
 - d) Permanent striping and installation of channelizers
 - e) Riverside Avenue bridge structure widening (gap closure)
 - f) State Route (SR) 60/I-15 Separation bridge structure widening
 - g) Mission Boulevard Overhead bridge structure widening (gap closure)
 - h) Railroad spur track at Mission Overhead
 - i) Civil infrastructure within Riverside County as needed to support Cross-County Toll Segment
 - j) Power and communications infrastructure within Riverside County as needed to support Cross-County Toll Segment
 - k) Median drainage improvements as needed
2. RCTC Toll System and Operation Modifications
 - a) Modifications to the RCTC 15 Express Lanes tolling equipment and infrastructure as needed to accommodate the Cross-County Toll Segment
 - b) Modifications to the RCTC back office and operations center as needed to support revision to RCTC 15 Express Lanes Segment 4 to accommodate the Cross-County Toll Segment

Additionally, a portion of the SBCTA Toll Collection System will be installed within Riverside County as needed for the SBCTA operation of the Cross-County Toll Segment but is excluded from the scope of the Riverside County Improvements.

EXHIBIT C – SCHEDULE

I-15 Corridor Freight and Express Lanes Project - Contract 1	
Project Delivery Schedule	
3/10/2023	
<u>Activity</u>	<u>Milestone Date</u>
<i>SBCTA/RCTC Begin development of Initial SBCTA/RCTC Cooperative Agreement (based on Board direction)</i>	7/2/2020
<i>Board award PS&E contract</i>	9/2/2020
<i>Issue NTP#1 - Limited Notice to Proceed - PS&E</i>	9/3/2020
<i>Notification of TCEP Grant Status</i>	12/2/2020
<i>Issue NTP#2 - Begin Final Design in Riverside and San Bernardino County</i>	12/3/2020
<i>SBCTA/RCTC Meet to Confirm Project Approach and Schedule (following Grant Notification)</i>	12/7/2020
<i>SBCTA/Caltrans: Meet to Confirm Project Approach and Schedule</i>	12/17/2020
<i>SBCTA/RCTC: General coordination and scoping only with RCTC</i>	2/3/2021
<i>Begin R/W work</i>	8/1/2021
<i>65% PSE</i>	4/12/2022
<i>RCTC: Term Sheet/Committee Approval</i>	6/27/2022
<i>SBCTA: Term Sheet/Committee Approval</i>	8/11/2022
<i>RCTC: Develop and Execute CCO #1 for Kapsch Design Review Support</i>	8/31/2022
<i>95% PSE</i>	9/7/2022
<i>95% Cost Estimate</i>	9/16/2022
<i>SBCTA: Execute Option to TransCore for (a) Final Design Support and (b) Segment 1 & 2 Operation</i>	10/5/2022
<i>SBCTA: Present Final Terms Overview to Joint Sub-Committee</i>	11/10/2022
<i>100% PS&E Package to Caltrans/RCTC</i>	2/6/2023
SBCTA/RCTC Finalize SBCTA/RCTC Cooperative Agreement	3/10/2023
RCTC: SBCTA/RCTC Cooperative Agreement - Committee Approval	3/27/2023
RCTC: Approve SBCTA/RCTC Cooperative Agreement	4/12/2023
SBCTA: SBCTA/RCTC Cooperative Agreement - Committee Approval	4/13/2023
SBCTA: Approve SBCTA/RCTC Cooperative Agreement	5/3/2023
Caltrans/RCTC/SBCTA Execute Partial Assignment and Assumption Agreement	5/4/2023
R/W Certification	5/5/2023
Environmental Certification	5/5/2023
FHWA Certification	5/5/2023
Caltrans Approve Final PS&E Package	5/5/2023
Ready to List (RTL)	5/15/2023
SBCTA: Develop and Execute Sole Source Contract with Kapsch for RCTC Toll System Modifications	6/7/2023
CTC Board	6/28/2023
RCTC: Develop and Execute CCO #2 for Kapsch D&D and Construction Support	7/15/2023
E-76 Issued	8/14/2023
Board: Release IFB	10/4/2023
Bids due	11/2/2023
Board award construction contract	12/6/2023
Construction NTP	1/15/2024
SBCTA/RCTC Begin development of Toll Operations Agreement	1/2/2024
SBCTA/RCTC/Caltrans Begin development of Maintenance and other Operational Agreements (CHP, FSP)	7/1/2024
SBCTA/RCTC Execute Toll Operations Agreement	7/1/2025
SBCTA/RCTC/Caltrans Execute Maintenance and other Operational Agreements (CHP, FSP)	7/1/2025
Express Lanes Open to Traffic	7/1/2026
<i>Note: Grey italicized activities reflect actual dates</i>	

EXHIBIT D – RIVERSIDE COUNTY IMPROVEMENTS TASK/COST RESPONSIBILITY MATRIX

Table 1 provides a summary of Project costs within Riverside County, which are further defined as Riverside County Improvements Costs and Cantu-Galleano Ranch Road Improvements Costs. The cost summary table will be updated periodically during development of the PS&E process through Construction Contract Award for tracking and budgeting purposes. Following Construction Contract Award, Cantu-Galleano Ranch Road Improvements Costs shall be fixed to reflect Construction Contract pricing, whereas Riverside County Improvements costs will be finalized based on actual cost unless noted otherwise.

Table 1: Riverside County Cost Summary Table – 100% Cost Estimate (3/10/2023)

Description	Party Managing the Contract		Agreed to Costs ^{1,3}		Funding Plan			
			Funding Responsibility					
	SBCTA	RCTC ²	SBCTA	RCTC	TCEP	FUND SWAP ⁴	MSI LOAN ⁵	RCTC ⁷
<u>Riverside County Improvements Costs</u>								
Final Design (PS&E) - MBI	X		3,596,000				3,596,000	
Construction Costs	X		48,347,100		48,347,100			
Contingency			4,834,710		3,018,900		1,815,810	
<u>SBCTA Development and Support Costs</u>								
Construction Management	X		5,750,000				5,750,000	
Caltrans Enhanced Support	X		1,150,000			1,150,000		
Construction Stage Impact - Stages 3 and 4	X		441,000				441,000	
Toll Revenue Transfer (Capital)	X		250,000				250,000	
<u>RCTC 15 Toll Service Provider Costs</u>								
Final Design Support		X	50,000				50,000	
Toll Collection System Modifications	X		400,000				400,000	
Regional Operations Center Modifications		X	50,000				50,000	
Pre-Opening Customer Costs (TSP Pass-Through)		X	25,000				25,000	
<u>RCTC Development and Support Costs</u>								
Financial Advisor Support		X	400,000				400,000	
Traffic and Revenue Studies Support		X	100,000				100,000	
Toll Project/Construction Management		X	1,100,000				1,100,000	
Legal Support		X	500,000				500,000	
Project Management/Coordination Support		X	300,000				300,000	
USDOT/TIFIA Costs (RCTC Pass-Through)		X	250,000				250,000	
<u>Cantu-Galleano Ranch Road Improvements Costs</u>								
Final Design, Construction, Development and Support	X			13,706,220		13,706,220		
Construction Contingency (RCTC-Managed)		X		1,000,000				1,000,000
Construction Stage Impact - Stages 1 through 2		X		310,000				310,000
Total			67,543,810	15,016,220	51,366,000	14,856,220	15,027,810	1,310,000

Notes:

(1) Final Design, Project Development and Support, and RCTC 15 ELP Toll Service Provider costs shall be based on actuals. Construction Costs and Cantu-Galleano Ranch Road Improvements Costs shall be updated following receipt of successful bid to reflect the actual contract bid pricing.

(2) Following execution of the Cooperative Agreement, Project costs under RCTC contract shall be reimbursed by SBCTA as RCTC incurs the expenses.

(3) SBCTA toll collection system and equipment cost provided by the TransCore for the operation of the Cross-County Toll Segment is excluded from the cost of Riverside County Improvements.

(4) To facilitate the efficient use federal funds in the Project, all federal funds will be focused on the construction contract. Therefore, federal funds that are available for Riverside County Improvement Costs in excess of the construction contract value in Riverside County will be used for construction contract costs in San Bernardino County and swapped for a like amount of Measure I Freeway Program funds, except in the case of Caltrans enhanced support, which must be paid with federal Surface Transportation Block Grant funds.

(5) Riverside County Improvement costs in excess of the TCEP funds allocated to the construction phase costs and the contribution funds provided for betterment costs will be funded through a Measure I loan.

(6) Contingency included in each line item unless noted separately.

(7) RCTC to provide separate funding for its share of construction stage impact cost.

EXHIBIT E – SBCTA ASSIGNED PORTION OF RCTC 15 EXPRESS LANES



Note 1: Lanes assigned from RCTC to SBCTA are the Blue Lanes north of Cantu-Galleano Ranch Road.

EXHIBIT F – CANTU-GALLEANO RANCH ROAD IMPROVEMENTS

Scope Overview: The Cantu-Galleano Ranch Road Improvements refer to improvements along I-15 (northbound and southbound) to facilitate improved express lane access/weaving as well as improved circulation to local Cantu-Galleano Ranch Road interchange ramps. These improvements were not part of the approved PA/ED design and have since been coordinated to be part of the final design based on formal discussions involving RCTC, SBCTA, and Caltrans. The scope items of the improvements include:

- Widening the mainline in the southbound direction between SR-60 and Cantu-Galleano Ranch Road off-ramp to provide for a combined ingress/egress weave lane. Work includes ramp work for the loop on-ramp as it enters the freeway to increase storage.
- Modification to the northbound loop on-ramp to facilitate a safer potential weave from the gore to the immediate weave zone opening
- Drainage impacts associated with extended southbound on-ramp
- Type 1 Retaining Wall (approximately 2500') to accommodate southbound widening
- Additional roadway, grading, drainage, ramp metering, intelligent transportation system (ITS), electrical, maintenance of traffic (MOT), and overhead signage details to accommodate southbound and northbound improvements, including a new toll price sign along the westbound SR-60 to southbound I-15 connector ramp.
- Landscaping improvements to match existing
- Supplemental survey and geotechnical exploration as required

Table 1 provides an engineer's estimate for the Cantu-Galleano Ranch Road Improvements Costs based on the 100% design plans. The construction costs will be updated to reflect the actual bids costs upon award of the Construction Contract.

Table 1: Cantu-Galleano Ranch Road Improvements Costs Estimate

Construction Costs (100% Design Estimate as of March 1, 2023)		
Time Related Overhead (TRO)		\$ 326,300
Temporary Construction		\$ 10,210
Excavation		\$ 282,140
Drainage		\$ 443,610
BMP's		\$ 50,540
Roadway		\$ 3,138,930
Landscape		\$ 134,660
Barrier		\$ 1,058,120
Maintenance of Traffic (MOT)		\$ 438,430
Retaining Wall		\$ 748,660
Lighting and Electrical		\$ 711,890
Sound Wall		\$ -
Structure		\$ -
Utility		\$ -
Supplemental Work		\$ 147,060
State Furnished Materials		\$ 133,350
Mobilization		\$ 815,900
Design Contingency		\$ 815,900
Construction Costs - Sub-Total		\$ 9,255,700
Pricing Escalation Factor		\$ 925,570
Construction Costs		\$ 10,181,270
Construction Contingency (SBCTA-Managed)		
Construction Management		\$ 1,018,127
Caltrans Construction Support		\$ 1,100,968
PS&E Team - Design		\$ 220,194
PS&E Team - Construction Support		\$ 350,000
		\$ 25,662
RCTC Toll System and Operation Modifications		
RCTC TSP Costs (SBCTA Contract)		\$ 610,000
RCTC TSP Costs (RCTC Contract)		\$ 120,000
Tolling Support (SBCTA Contract)		\$ 80,000
Sub-Total Cost (CMAQ - SBCTA-Managed)		\$ 13,706,220
Construction Contingency (RCTC-Managed)		\$ 1,000,000
Sub-Total Cost (Total CMAQ)		\$ 14,706,220
Construction Stage Impact		\$ 310,000
Total CGR Improvements Costs		\$ 15,016,220

Notes:

- 1) Construction costs, excluding RCTC Toll System and Operation Modifications, are proportional to the estimated construction costs and will be updated to reflect the actual awarded construction bid costs.
- 2) RCTC Toll System and Operation Modifications costs associated with the Cantu-Galleano Ranch Road Improvements, including the additional pricing sign at the SR-60 connector ramp, shall be based on pricing received from RCTC Toll Service Provider.
- 3) Pricing escalation Costs are included for the 100% design-based estimate to forecast the actual funding needs and will be updated to “zero” dollars when updated to reflect the actual awarded bid costs.
- 4) The apportionment of CMAQ funds from RCTC to SBCTA, updated to reflect the actual construction award values, will be fixed for the duration of the Project and shall not be adjusted to reflect any changes in the final Project costs.
- 5) An amendment to this agreement will be executed to reflect an updated Table 1 incorporating the construction bid costs at award of the Construction Contract.
- 6) The Construction Contingency (SBCTA-Managed) is a fixed percentage applied to the construction costs updated to reflect the actual bids costs upon award of the Construction Contract. This value shall be part of the RCTC’s CMAQ apportionment to SBCTA to be included in Exhibit H.
- 7) The Construction Contingency (RCTC-Managed) is a budgetary value applied to the anticipated construction costs. This budgetary value will be part of the RCTC’s CMAQ apportionment to SBCTA as shown on Exhibit H, but shall be managed at the sole discretion of RCTC.

EXHIBIT G – TOLL REVENUE TRANSFER TABLE (2021 \$) AND SAMPLE CALCULATION

TOLL REVENUE TRANSFER TABLES April 15, 2022		
Fiscal Year	TABLE 1 - T&R Modelled approach - (2021\$)	TABLE 2 - Lane/Mile Approach - (2021\$)
2026	\$954,986	\$931,321
2027	\$993,275	\$1,041,500
2028	\$1,036,069	\$1,174,821
2029	\$1,046,205	\$1,268,775
2030	\$993,275	\$1,261,051
2031	\$935,841	\$1,252,376
2032	\$926,832	\$1,334,715
2033	\$908,813	\$1,422,472
2034	\$884,037	\$1,516,022
2035	\$917,822	\$1,301,918
2036	\$976,383	\$1,049,166
2037	\$994,401	\$1,068,706
2038	\$1,012,420	\$1,088,592
2039	\$1,031,565	\$1,108,852
2040	\$1,050,710	\$1,129,459
2041	\$1,069,854	\$1,150,497
2042	\$1,090,125	\$1,171,882
2043	\$1,110,396	\$1,193,670
2044	\$1,130,667	\$1,215,948
2045	\$1,150,938	\$1,238,514
2046	\$1,172,335	\$1,261,599
2047	\$1,193,732	\$1,285,058
2048	\$1,215,129	\$1,308,979
2049	\$1,238,779	\$1,333,332
2050	\$1,261,302	\$1,358,117
2051	\$1,279,321	\$1,377,455
2052	\$1,292,834	\$1,391,318
2053	\$1,305,222	\$1,405,267
2054	\$1,317,610	\$1,419,331
2055	\$1,331,124	\$1,433,568
2056	\$1,344,638	\$1,447,920
2057	\$1,358,152	\$1,462,446
2058	\$1,371,666	\$1,477,144
2059	\$1,385,180	\$1,491,929
2060	\$1,399,820	\$1,506,886
2061	\$1,413,334	\$1,522,017
2062	\$1,426,848	\$1,537,263
2063	\$1,442,614	\$1,552,652
2064	\$1,456,128	\$1,568,215
2065	\$1,470,768	\$1,583,980
2066	\$1,485,408	\$1,599,831
2067	\$1,500,048	\$1,615,855
2068	\$1,514,688	\$1,632,109
2069	\$1,530,455	\$1,648,450
2070	\$1,547,347	\$1,664,964

Example Revenue Transfer Calculation w/ CPI Adjustment			
FY	CPI	CPI YOE Multiplier	Revenue Transfer (YOES)
2021	3.50%	1.00	\$ -
2022	4.20%	1.04	\$ -
2023	4.50%	1.09	\$ -
2024	4.00%	1.13	\$ -
2025	3.80%	1.18	\$ -
2026	3.50%	1.22	\$ 1,161,855
2027	3.20%	1.26	\$ 1,247,109
2028	3.00%	1.29	\$ 1,339,864
2029	2.70%	1.33	\$ 1,389,502
2030	2.50%	1.36	\$ 1,352,184
2031	3.00%	1.40	\$ 1,756,056
2032	3.30%	1.45	\$ 1,933,270
2033	3.40%	1.50	\$ 2,130,434
2034	3.50%	1.55	\$ 2,350,013
2035	3.20%	1.60	\$ 2,082,706

Note 1: Fiscal year is defined from July 1 through June 30. For example, FY 2027 is defined as July 1, 2026, through June 30, 2027.

Note 2: Parties agree to provide annual confirmation of applicable CPI rate per Section 3.4.

Note 3: Table 1 values equivalent to forecasted RCTC I-15 TIFIA Loan Agreement system revenue reduction.

Note 4: Table 2 values equivalent to forecasted toll revenue corresponding to the transferred tolling distance (Assigned Portion).

EXHIBIT H – CMAQ APPORTIONMENT TRANSFER LETTER AGREEMENT



Date

_____, Division Chief
Division of Local Assistance
California Department of Transportation
1120 N Street, MS 1
Sacramento, CA 95814

RE: Fiscal Year 202X-2X Congestion Mitigation and Air Quality Program Apportionment Transfer – Letter Agreement between the Riverside County Transportation Commission and the San Bernardino County Transportation Authority (SBCTA Ref. 2X-100XXXX)

Dear _____:

This letter agreement (“Letter Agreement”) constitutes the agreement between the Riverside County Transportation Commission (“RCTC”) and the San Bernardino County Transportation Authority (“SBCTA”) (RCTC and SBCTA are each a Party or Parties) for a transfer of Congestion Mitigation and Air Quality Program (“CMAQ”) apportionment. By signing below, RCTC agrees to provide \$X,XXX,XXX of CMAQ current apportionment balance (“Apportionment Transfer”) to SBCTA, and by signing below, SBCTA agrees to accept the Apportionment Transfer. The Apportionment Transfer will include a like amount in Obligation Authority (OA).

RCTC hereby authorizes and directs the California Department of Transportation (Caltrans) to transfer \$X,XXX,XXX of RCTC’s CMAQ apportionment to SBCTA. This is a project contribution, and there shall be no future repayment from SBCTA to RCTC. The Parties shall amend the Federal Transportation Improvement Program (FTIP) to reprogram the FFY 202X/2X CMAQ Apportionment to be transferred hereunder from RCTC to SBCTA. Caltrans shall adjust SBCTA’s and RCTC’s Apportionment targets to reflect the Apportionment Transfer.

Neither Party nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other Party under or in connection with the Apportionment Loan. Each Party shall fully indemnify, defend and hold the other Party and their officers, agents and employees harmless from and against any

liability and expenses, including without limitation, attorneys' fees and costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Apportionment Transfer, including without limitation: (i) use of the Apportionment Transfer by SBCTA, or its officers, agents, employees, contractors or subcontractors; (ii) breach of a Party's obligations under this Letter Agreement; or (iii) any act or omission of a Party, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services funded with the Apportionment Transfer.

In the event that there is any legal action between the Parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees. The Parties agree that proper venue for any such action shall be a court of competent jurisdiction in the County of San Bernardino, California.

All notices given and communications regarding this Letter Agreement shall be effected by delivery of such notices or communications in person or by deposit in the U.S. mail, return receipt requested, and addressed as follows:

To RCTC:
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director
Tel: 951.787.7141
Email: _____@rctc.org

To SBCTA:
1170 W. 3rd Street
San Bernardino, CA 92410
Attn: Executive Director
Tel: 909.884.8276
Email: _____@gosbcta.com

This Letter Agreement sets forth SBCTA's and RCTC's entire understanding and agreement for the CMAQ Apportionment Transfer and requests that Caltrans adjust each agency's apportionment as appropriate.

Please provide RCTC and SBCTA with written confirmation that this transfer of apportionment is allowed and will be supported by Caltrans.

The persons signing below each represent that they have been duly authorized to execute this Letter Agreement and bind their respective organizations.

Please contact _____, RCTC Programming Director, at 951.787.7141, or _____, SBCTA Director of Fund Administration, at 909.884.8276, if you have any questions.

Sincerely,

XX
Executive Director
RCTC

XX
Executive Director
SBCTA

cc:

Caltrans Division of Local Assistance District 8
Caltrans Division of Local Assistance
Caltrans office of Federal Programming and Data Management
Southern California Association of Governments

EXHIBIT I – CLOSURE CHARGES

CHART I-1
15 EL Closure Charges for Permitted I-15 RCTC EL Closures
Segment 3 NB, Segment 4 NB, Segment 3 SB, Segment 4 SB

Time Frame	Segment 4 NB (Sixth Street Ingress/Egress to SR-60)	Partial Segment 4 NB (Cantu-Galleano Ranch Road Egress to SR-60)	Segment 1 SB (SR-60 to Sixth Street Ingress/Egress)	Partial Segment 1 SB (SR-60 to Cantu-Galleano Ranch Road Ingress)
Sunday 9:00 p.m. to Monday 5:00 a.m. (Except for certain Sundays impacting special events or holidays)	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Monday 9:00 p.m. to Tuesday 5:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Tuesday 9:00 p.m. to Wednesday 5:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Wednesday 9:00 p.m. to Thursday 5:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Thursday 9:00 p.m. to Friday 5:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Friday 10:00 p.m. to Saturday 7:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night
Saturday 10:00 p.m. to Sunday 8:00 a.m.	\$1,500/ night	\$1,500/ night	\$1,500/ night	\$1,500/ night

CHART I-2
15 EL Closure Charges for Unpermitted I-15 RCTC EL Closures
Segment 3 NB, Segment 4 NB, Segment 1 SB, Segment 2 SB

Segment	Time Frame	15 EL Closure Charge
Segment 3 NB, Segment 4 NB, Segment 1 SB, Segment 2 SB	Weekday Period:	
	Monday 5:00 a.m. to 9:00 p.m.	The sum of loss of revenue for the affected Segment plus \$3,000.00 per affected Segment for every partial or full 10 minute increment
	Tuesday 5:00 a.m. to 9:00 p.m.	
	Wednesday 5:00 a.m. to 9:00 p.m.	
	Thursday 5:00 a.m. to 9:00 p.m.	
	Friday 5:00 a.m. to 10:00 p.m.	
	Weekend Period:	
	Saturday 7:00 a.m. to 10:00 p.m.	The sum of loss of revenue for the affected Segment plus \$3,000.00 per affected Segment for every partial or full 10 minute increment
	Sunday 8:00 a.m. to 9:00 p.m.	

A closure will include any work that requires a closure of any portion of the RCTC 15 Express Lanes or otherwise impacts the flow of traffic into our out of the RCTC 15 Express Lanes. Determination of such impact will be made at the sole discretion of RCTC. Single lane closures outside the above segment descriptions are not permitted, including shoulder closure. Loss revenue shall be computed by RCTC and based on the six weeks of historical revenue for the same week day and time period, excluding any anomalies.

Closure requests outside the hours of permitted closures will be reviewed by RCTC. Approval of unpermitted closures are at RCTC's discretion. If approved, closure reimbursement will be based on six weeks of historical revenue for the same week day and time period, excluding any anomalies.

EXHIBIT J – RCTC TOLL SYSTEM AND OPERATION MODIFICATIONS RESPONSIBILITY MATRIX

Tolling Element	Installation	Element Testing	ELP KPI System Monitoring During Construction	Back-Office Software Updates (if required)
Civil Construction (i.e., conduit, foundations, poles)	SBCTA	SBCTA	RCTC	n/a
Static Roadway Signs	SBCTA	SBCTA	n/a	n/a
VTMS	SBCTA	SBCTA	RCTC	RCTC
CMS	SBCTA	SBCTA	RCTC	RCTC
TTMS	SBCTA	SBCTA	RCTC	RCTC
Fiber Optic Cable	SBCTA	SBCTA	RCTC	RCTC
Roadside Tolling Equipment	SBCTA	SBCTA	RCTC	RCTC

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08-RIV-15-34.7/SBD-15-1.3 EA: 0J0800
08-RIV-15-41.5/43.4; 08-RIV-91-6.6/8.1; 12-ORA-91-18.0 EA 0F543
Project Number 0800000283 and 0817000239

COMMISSION Agreement 17-31-002-03

**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
 UNDER
 TOLL FACILITY AGREEMENT
 (INCLUDING REAL PROPERTY LEASE)
 INTERSTATE 15 EXPRESS LANES IN RIVERSIDE COUNTY
 AGREEMENT NO. 17-31-002-03
 AND CONSENT AND ACCEPTANCE OF CALTRANS**

1. Parties and Date.

This Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County and Consent and Acceptance of Caltrans (“Partial Assignment and Assumption”) entered into on _____, 2022 (“Entered Into Date”), is amongst the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “Caltrans,”; the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, referred to herein as “RCTC” and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, referred to herein as “SBCTA”. Caltrans, RCTC and SBCTA are sometimes referred to herein, individually, as “Party” and, collectively, as the “Parties”. This Partial Assignment and Assumption shall not be effective until the Effective Date, as defined below.

2. Recitals.

2.1 WHEREAS, on September 29, 2016, RCTC and Caltrans entered into that certain Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County Agreement No. 17-31-002-00 (the “Agreement”) setting forth the roles and obligations of the Parties as relates to the transportation improvements and the operation of a toll facility on Interstate 15 constructed by RCTC.

2.2 WHEREAS, on October 10, 2018, RCTC and Caltrans entered into that Amendment No. 1 to the Agreement to include the 15/91 Express Lanes Connector under the terms of the Agreement, and to redefine the term “Toll Facility”, as used in the Agreement, to include the 15/91 Express Lanes Connector, and to make other clarifying changes to the Agreement related to maintenance obligations (“Amendment No. 1”).

2.3 WHEREAS, on July 20, 2022, RCTC and Caltrans entered into that Amendment No. 2 to the Agreement (“Amendment No. 2”) to delineate Caltrans’ responsibility for regular storm water maintenance of the non-permeable surface area and retrofit edge drains identified in said amendment. Prior to execution of Amendment No. 2, RCTC completed the retrofit work related to the pavement edge drain system.

2.4 WHEREAS, the Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the “Toll Facility Agreement”.

2.5 WHEREAS, as part of an effort to expand the existing Interstate 15 Express Lanes, RCTC and SBCTA desire that SBCTA assumes operation and maintenance rights and obligations for that portion of RCTC’s existing 15 Express Lanes Toll Facility from Cantu-Galleano Ranch Road located at post mile [08-RIV- 48.9] northerly to the northern limit of the Toll Facility [08-SBD-15-1.3]. This portion of the Toll Facility is graphically depicted in Exhibit “A” attached to this Partial Assignment and Assumption Agreement, and is referred to herein as the “Assigned Portion”.

2.6 WHEREAS, it is the intent of the Parties that SBCTA shall integrate the operations and maintenance of the Assigned Portion, including toll collection and administration, with a to-be-developed toll facility sponsored by SBCTA which will provide for a northern extension of the 15 Express Lanes in Riverside and San Bernardino Counties (the “SBCTA Project”)

2.7 WHEREAS, RCTC now wishes to partially assign its rights and obligations under the Toll Facility Agreement, and SBCTA wishes to assume the assigned rights and obligations of RCTC under the Toll Facility Agreement as relates to the Assigned Portion, which assignment is not intended to be effective until turnover of the Assigned Portion is required for final construction activities, toll equipment installation and testing (the “Final Package Turnover”). Final Package Turnover is anticipated 60 days prior to revenue service commencement on the SBCTA Project (“Partial Assignment and Assumption Effective Date”).

2.8 WHEREAS, the Parties recognize that notwithstanding the date SBCTA commences Final Package Turnover on the SBCTA Project, any rights of SBCTA related to the Assigned Portion extend only through the term of the Toll Facility Agreement, which ends in April 2071.

2.9 WHEREAS, RCTC does not intend to assign its debt service or other financial obligations related to its Transportation Infrastructure Finance and Innovation Act (“TIFIA”) financing, and nothing in this Assignment and Assumption shall be interpreted as effectuating an assignment of such obligations.

2.10 WHEREAS, paragraph 21.2 (b) of the Toll Facility Agreement authorizes RCTC’s assignment of rights and the acceptance of RCTC’s obligations under the Toll Facility Agreement to a public entity upon three (3) months prior written notice to Caltrans, provided the assignee has demonstrated financial ability to meet the assigned obligations under the Toll Facility Agreement.

2.11 WHEREAS, Caltrans has determined that SBCTA has demonstrated the ability to meet its obligations related to the Assigned Portion, and wishes to consent to RCTC’s assignment of rights and obligations for the Assigned Portion pursuant to this Assignment and Assumption.

2.12 The Parties recognize that pursuant to the terms of RCTC's TIFIA Loan Agreement for the 15 Express Lanes Project between the United States Department of Transportation (U.S. DOT) and the Riverside County Transportation Commission, dated July 20, 2017, any material changes to the RCTC 15 Express Lanes require written consent from the U.S. DOT ("TIFIA Consent"). The effectiveness of this Partial Assignment and Assumption Agreement is contingent on obtaining TIFIA Consent.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by Caltrans, RCTC and SBCTA as follows.

3. Terms.

3.1 RCTC hereby assigns, effective as of the Partial Assignment and Assumption Effective Date, to SBCTA its rights and obligations to lease, operate and maintain the Assigned Portion. As of the Partial Assignment and Assumption Effective Date, and except as otherwise expressly specified in Section 3.3 below, all rights and obligations of RCTC under the Toll Facility Agreement as relates to the Assigned Portion shall be assigned to SBCTA.

3.2 SBCTA agrees to be bound by the terms of the Toll Facility Agreement and hereby accepts the assignment of all of RCTC's rights and assumes all of RCTC's obligations under the Toll Facility Agreement related to the Assigned Portion, except as otherwise expressly set forth in Section 3.3 below (the "Assumed Obligations"), and agrees to fully and faithfully perform the Assumed Obligations in a manner consistent with and subject to the terms and provisions of the Toll Facility Agreement.

3.3 The Parties agree to the following as relates to the Assigned Portion and the Assumed Obligations under the Toll Facility Agreement: (i) Section 5.8(c) and Section 6 shall not apply; (ii) reference to bond financing and TIFIA financing in Section 9 shall not apply to SBCTA; (iii) Section 14.1 of the shall not apply as relates to any project financing existing prior to the Effective Date.

3.4 As of the Partial Assignment and Assumption Effective Date, as relates to the Assigned Portion, all references in the Toll Facility Agreement to RCTC shall be deemed to refer to SBCTA, and RCTC shall be released from any and all Assumed Obligations. RCTC shall have no liability to SBCTA or Caltrans with respect to the Assumed Obligations or any breach or default thereof.

3.5 SBCTA agrees to indemnify, hold harmless and defend RCTC and Caltrans from and against any and all claims, losses, or expenses that arise from any failure by SBCTA to comply with the terms and provisions of this Partial Assignment and Assumption. These defense and indemnification provisions are in addition to the defense and indemnification provisions set forth in Sections 16.2 – 16.4 of the Toll Facility Agreement as related to the Assigned Portion. These defense and indemnification provisions shall survive for a period not less than three years after the end of the Term provided in Section 4 of the Toll Facility Agreement.

3.6 The Parties agree that RCTC shall have the right to enforce the default and remedy provisions set forth in Section 19 of the Toll Facility Agreement, as such rights apply to Caltrans, in the case of a default or bankruptcy by SBCTA. Should SBCTA declare bankruptcy, or otherwise

materially breach its Assumed Obligations under the Toll Facility Agreement, and fail to cure such breach in accordance with the terms set forth in Section 19, RCTC shall have the right, but not the obligation, to unilaterally rescind the assignment of rights and obligations for the Assigned Portion. In such case, all rights and obligations related to the Assigned Portion shall revert to RCTC as of the effective date of rescission, provided that such rescission shall not relieve SBCTA of any liability incurred prior to the effective date of the rescission, or for compliance with its obligations under the Toll Facility Agreement and this Partial Assignment and Assumption including any applicable defense or indemnification provisions of either. If desired by RCTC and approved by Caltrans, SBCTA shall complete, at its sole cost and expense, all changes including but not limited to lane striping, gantry locations and signage, and all other such changes, required in order to return the Assigned Portion to a condition to enable independent operation of RCTC's 15 Express Lanes. Should SBCTA fail to timely complete such work, to RCTC's reasonable satisfaction, RCTC shall have the right to complete the work and collect all its reasonable costs from SBCTA.

RCTC's rights under this section are in addition to all other rights and remedies Caltrans or RCTC may have in law or equity.

3.7 This Partial Assignment and Assumption does not modify or amend any related agreement relating to the Toll Facility, including but not limited to any maintenance, law enforcement or project financing agreement. Any proposed amendment or modification to any other agreements shall be accomplished separately from this Partial Assignment and Assumption.

3.8 Caltrans concurs SBCTA has demonstrated financial ability to meet the obligations assigned to and assumed by SBCTA for the Assigned Portion and consents to the partial assignment of benefits and obligations as set forth in this Assignment and Assumption, and to all other provisions set forth in this Assignment and Assumption, including RCTC's reversionary rights.

3.9 As relates to notices pertaining to the Assigned Portion only, Paragraph 25 of the Toll Facility Agreement is hereby modified to provide the following contact information for notices to SBCTA:

San Bernardino County Transportation Authority
1170 W. 3rd Street. 2nd Floor
San Bernardino CA 92410
Attn: Director of Toll Operations

3.10 No other amendment or modification of any portion of the Toll Facility Agreement, except as specifically provided for herein is either intended or consented to.

3.11 SBCTA shall provide 30 days advance notice of the intended Final Package Turnover and associated Partial Assignment and Assumption Effective Date. SBCTA shall prepare and upon approval by Caltrans and RCTC, shall subsequently record a Memorandum of Agreement (including real property lease) signed by the Parties hereto which summarizes the terms of this Partial Assignment and Assumption, and includes a legal description of the Assigned Portion. Such agreement shall be in a form approved by the Parties and shall be recorded with the

Riverside County Clerk prior to the Partial Assignment and Assumption Effective Date.

4. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Partial Assignment and Assumption as though fully set forth herein.

5. **Incorporation of Attachments.** This Partial Assignment and Assumption includes Exhibit “A”, which is attached hereto and incorporated herein by reference.

6. **Counterpart Originals.** This Partial Assignment and Assumption may be signed in counterparts, each of which shall constitute an original.

7. **Facsimile Transmitted Signatures; Electronic Signatures.** A manually signed copy of this Partial Assignment and Assumption which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment for all purposes. This Partial Assignment and Assumption may be signed using an electronic signature. Caltrans agrees to accept electronically transmitted or electronically signed copies of this Partial Assignment and Assumption as satisfying the requirement set forth in Section 21(d) of the Toll Facility Agreement of a recordable instrument of assumption.

8. **Effectiveness Contingent on TIFIA Consent.** The effectiveness of this Partial Assignment and Assumption is contingent on obtaining TIFIA Consent. Unless and until TIFIA Consent is obtained, this Partial Assignment and Assumption shall have no force or effect.

[Signatures on following page]

**SIGNATURE PAGE TO
PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER TOLL FACILITY AGREEMENT
(INCLUDING REAL PROPERTY LEASE)
INTERSTATE 15 EXPRESS LANES IN RIVERSIDE COUNTY
AGREEMENT NO. 17-31-002-03
AND CONSENT AND ACCEPTANCE OF CALTRANS**

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Catalino A. Pining III
District 8 Director
California Department of Transportation,

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM:

By: _____
Jeffrey R. Benowitz
Deputy Chief Counsel

By: _____
Steven C. DeBaun
General Counsel
Best Best & Krieger LLP

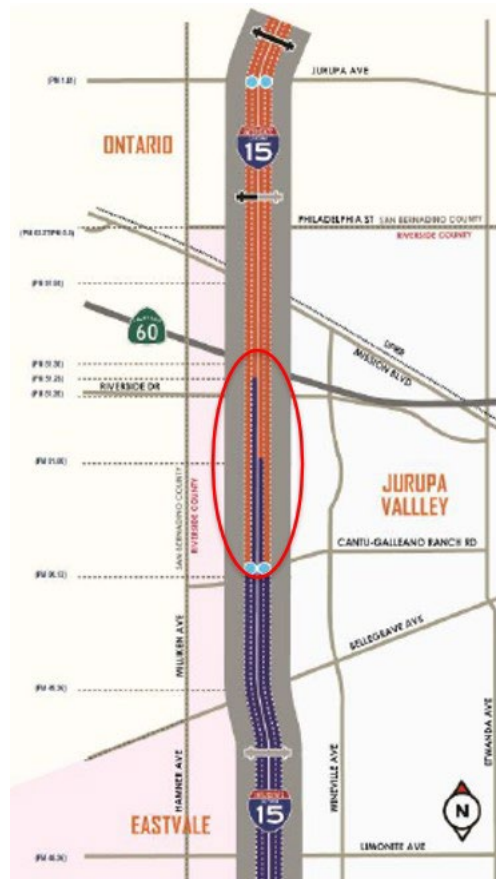
**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Dr. Raymond Wolfe, PhD
Executive Director

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

EXHIBIT "A"



OHS DRAFT 02/03/2023

SECOND SUPPLEMENTAL INDENTURE

between

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

Dated as of [MONTH] 1, 2023

Relating to the

**Amendments to the
Master Indenture (I-15 Toll Road)
Dated as of July 1, 2017)**

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THIS SECOND SUPPLEMENTAL INDENTURE, dated as of [MONTH] 1, 2023 (this “Second Supplemental Indenture”), between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public entity duly existing under the laws of the State of California (the “Commission”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as successor trustee (together with any further successor thereto, the “Trustee”).

WITNESSETH:

WHEREAS, this Second Supplemental Indenture is supplemental to the Master Indenture (I-15 Toll Road), dated as of July 1, 2017 (the “Master Indenture” and, as supplemented and amended from time to time pursuant to its terms, the “Indenture”), between the Commission and the Trustee;

WHEREAS, the Commission desires to amend the Indenture to allow for the partial assignment of its rights and obligations under the Toll Facility Agreement, relating to a portion of the Toll Road from Cantu-Galleano Ranch Road, located at post mile [08-RIV- 48.9] to the northern limit of the Toll Road, located at post mile [08-SBD-15-1.3] (the “Assigned Portion”), to San Bernardino County Transportation Authority (“SBCTA”) pursuant to the Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County and Consent and Acceptance of Caltrans, entered into on [DATE], 2023 (the “Partial Assignment and Assumption Agreement”), among the Commission, SBCTA and Caltrans;

WHEREAS, Section 9.01(j) of the Indenture provides that the Commission may modify, alter, amend or supplement the Indenture if (a) all of the Obligations to be affected thereby are Obligations in the form of or securing payment of the TIFIA Loan, and (b) the written consent of the TIFIA Lender has been obtained to such modification, alteration, amendment or supplement;

WHEREAS, in accordance with Section 9.01(j) of the Indenture, (a) all of the Obligations to be affected by the amendments to the Indenture are Obligations in the form of or securing payment of the TIFIA Loan, and (b) the written consent of the TIFIA Lender has been obtained to such amendments; and

WHEREAS, the Commission and the Trustee desire to enter into this Second Supplemental Indenture to set forth the amendments to the Indenture to allow for the Partial Assignment and Assumption Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE XVIII

DEFINITIONS

Section 18.01. Definitions.

(a) Definitions. Unless the context otherwise requires, or as otherwise provided in subsection (b) of this Section, all terms defined in the Indenture shall have the same meanings, respectively, in this Second Supplemental Indenture.

(b) Additional Definitions. Unless the context otherwise requires, the following terms shall, for all purposes of this Second Supplemental Indenture, have the following meanings:

“**Assigned Portion**” means that portion of the Toll Road from Cantu-Galleano Ranch Road, located at post mile [08-RIV- 48.9] to the northern limit of the Toll Road, located at post mile [08-SBD-15-1.3].

“**Partial Assignment and Assumption Agreement**” means the Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County and Consent and Acceptance of Caltrans, entered into on [DATE], 2023, among the Commission, SBCTA and Caltrans, and any amendments or supplements thereto permitted thereby and hereby.

“**SBCTA**” means San Bernardino County Transportation Authority.

“**SBCTA-RCTC Cooperative Agreement**” means the Cooperative Agreement for Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1, dated [DATE], 2023, by and between the Commission and SBCTA, providing the terms of the assignment of the Assigned Portion.

Section 18.02. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. Defined terms shall include any variant of the terms set forth in this Article XVIII.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Second Supplemental Indenture, refer to the Indenture.

ARTICLE XIX

AMENDMENTS TO INDENTURE

Section 19.01. Amendments to Indenture. Pursuant to Section 9.01(j) of the Indenture, the Commission may modify, alter, amend or supplement the Indenture because all of the Obligations to be affected thereby are Obligations in the form of or securing payment of the TIFIA Loan, and the written consent of the TIFIA Lender has been obtained to such modification, alteration, amendment or supplement. Accordingly, as of the effective date of this Second Supplemental Indenture, the TIFIA Lender has consented to the following amendments:

(a) The following definitions in the Indenture are hereby amended and restated as follows:

“**Toll Agreements**” means the Operating Agreement, the Design-Build Contract, the Design-Build Parent Guaranties, the Caltrans DB Cooperative Agreement, the Toll Facility Agreement and the Partial Assignment and Assumption Agreement, and any amendments or supplements thereto permitted thereby and hereby.

“**Toll Road**” means lanes of a street, road or highway upon which the Commission has all right, power and authority pursuant to law to impose tolls, and upon which tolls, user fees, fines, rents or other similar charges payable for use of such lanes are imposed by the Commission using any of the following tolling strategies: (a) general purpose or generally-applicable tolls, (b) tolls that may be levied and may vary according to levels of congestion anticipated or experienced or according to the occupancy of the vehicle, (c) any combination of (a) and (b), and (d) any other tolling strategy the Commission may determine appropriate on a facility-by-facility basis; and the related tolling facilities, as such tolled lanes and related facilities may from time to time be expanded, improved, upgraded, enlarged, or enhanced, but only to the extent that: (i) the Commission irrevocably designates in writing that such toll lanes and related facilities, and any expansion, improvement, upgrade, enlargement or enhancement constitutes a Toll Road generating Toll Revenues hereunder and (ii) that (x) the additional Operation and Maintenance Expenses associated with any such expansion, improvement, upgrade, enlargement or enhancement and (y) any additional Obligations issued to finance the costs of any such expansion, improvement, upgrade, enlargement or enhancements satisfy all of the requirements applicable thereto in the TIFIA Loan Agreement. “Toll Road” shall not include any Special Project. “Toll Road” initially means the I-15 Express Lanes Project, and includes the Assigned Portion.

(b) Section 6.05 is hereby amended as follows (additions in **bold underline**, deletions in strikethrough):

The Commission represents and warrants that it has taken, and, so long as any Obligations are Outstanding, covenants and agrees that it will take, all steps necessary to ensure that it will continue to have lawful right and lawful power to operate and maintain the Toll Road as a revenue-producing facility and that it will impose and collect tolls on the Toll Road consistent with its obligations under the Act and the Toll

Agreements. The Commission covenants and agrees to at all times operate the Toll Road in accordance with the requirements of the Act and the Toll Agreements. The Commission further covenants and agrees that it will pay or cause to be paid all Operation and Maintenance Expenses and keep the Toll Road in good repair in accordance with customary business practices and the Maintenance Standards (as defined in the Toll Facility Agreement). The Commission further covenants that, should any Obligations remain Outstanding following the expiration of the Commission's authorization to impose tolls on the Toll Road, and should the Commission project that, within five calendar years such authorization will expire with Obligations remaining Outstanding, the Commission will petition the Legislature of the State to extend its authorization to impose such tolls.

(c) Section 6.07 is hereby amended as follows (additions in **bold underline**, deletions in strikethrough):

The Commission covenants to carry at all times insurance or cause insurance to be carried (including by the Design-Build Contractor, its subcontractors and the Toll Operator) with responsible insurance and/or reinsurance companies authorized and qualified to do business in (or with companies duly authorized and qualified to do business in) the State and to assume the risks thereof consistent with insurance requirements of all agreements entered into by the Commission in connection with the design, construction, operation and maintenance of each Project until the Substantial Completion Date therefor, and after the Substantial Completion of the I-15 Express Lanes Project, of the Toll Road.

Nothing contained herein shall be deemed or construed to prevent the Commission from maintaining policies of insurance with respect to the Toll Road in which parties other than the Commission are named as dual obligee beneficiaries, provided that such other parties shall be limited to Caltrans, the Trustee, the TIFIA Lender, **SBCTA**, contractors constructing Special Projects and persons supplying toll collection and revenue management system equipment or facilities. Upon request of the Trustee, the Commission shall provide the Trustee with an officer's certificate stating that it is in compliance with this Section 6.07.

(d) Section 6.16 is hereby amended as follows (additions in **bold underline**, deletions in strikethrough):

The Commission covenants that it will at all times use its best efforts to maintain the powers, rights, functions, duties and obligations now reposed on it pursuant to the Act and all other laws and the Toll Facility Agreement, **except as assigned pursuant to the Partial Assignment and Assumption Agreement**, and will not at any time voluntarily do, suffer or permit any act or thing the effect of which would be to hinder, delay or imperil either the payment of the indebtedness evidenced by any of the Obligations hereunder or Credit Support Instruments relating thereto or the performance or observance of any of the covenants herein contained.

Section 19.02. Acknowledgement and Confirmation. The Commission acknowledges and confirms that the payments relating to the Assigned Portion made by SBCTA and transferred to the Trustee pursuant to the SBCTA-RCTC Cooperative Agreement constitute Toll Revenues and shall be deposited in the Toll Revenue Fund as and when received. As Toll Revenues, such payments are pledged and assigned to the Trustee pursuant to the terms of the Indenture and are held in trust for the benefit of the holders of Obligations in accordance with the Indenture.

ARTICLE XX

MISCELLANEOUS

Section 20.01. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Second Supplemental Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Second Supplemental Indenture, and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Second Supplemental Indenture shall remain valid.

Section 20.02. Parties Interested Herein. Nothing in this Second Supplemental Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Commission, the Trustee, and the Owners of the TIFIA Bond, any right, remedy or claim under or by reason of this Second Supplemental Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Second Supplemental Indenture contained by and on behalf of the Commission shall be for the sole and exclusive benefit of the Commission, the Trustee and the Owners.

Section 20.03. Headings Not Binding. The headings in this Second Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Second Supplemental Indenture.

Section 20.04. Indenture to Remain in Effect. Save and except as amended and supplemented by this Second Supplemental Indenture, the Master Indenture shall remain in full force and effect.

Section 20.05. Effective Date of Second Supplemental Indenture. This Second Supplemental Indenture shall take effect upon its execution and delivery.

Section 20.06. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Second Supplemental Indenture may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Second Supplemental Indenture using an electronic signature, it is signing, adopting, and accepting this Second Supplemental Indenture and that signing this Second Supplemental Indenture using an electronic signature is the legal equivalent of having placed its handwritten signature on this Second Supplemental Indenture on paper. Each party acknowledges that it is

being provided with an electronic or paper copy of this Second Supplemental Indenture in a usable format.

Section 20.07. Execution in Counterparts. This Second Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

By: _____
Executive Director

Countersigned:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
General Counsel

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

RESOLUTION NO. 23-001**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL TOLL REVENUE INDENTURE IN CONNECTION WITH THE PARTIAL ASSIGNMENT OF A PORTION OF THE I-15 TOLL EXPRESS LANES AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH**

WHEREAS, the Riverside County Transportation Commission (the “Commission”) is a county transportation commission duly organized and existing pursuant to the County Transportation Commissions Act, being Division 12 of the Public Utilities Code of the State of California (Section 130000 *et seq.*) (as amended, the “Act”);

WHEREAS, pursuant to Streets and Highways Code Sections 149.7 and 149.8, including Chapter 421 of the California Statutes of 2008 (Assembly Bill 1954) (the “Toll Act”), the Commission is authorized to set, levy and collect tolls, user fees, or other similar charges, payable for use of high-occupancy toll lanes and other facilities in the Interstate 15 (referenced in the Toll Act as State Highway Route 15) (the “I-15”) corridor in Riverside County (the “I-15 Toll Express lanes”), and to issue one or more series of bonds or other obligations (the “Toll Revenue Bonds”) pursuant to the terms and conditions of a resolution adopted by a two-thirds vote of the Commission, which obligations may be payable from the proceeds of such tolls (the “Toll Revenues”) and any other source of revenues available to the Commission and pledged as security for the Toll Revenue Bonds;

WHEREAS, the Commission previously issued its I-15 Toll Revenue Senior Lien Bond, 2017 TIFIA Series (the “2017 TIFIA Series Bonds”) pursuant to a Master Indenture, dated as of July 1, 2017 (as supplemented and amended, the “Toll Revenue Indenture”), by and between the Commission and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”), evidencing and securing the Commission’s obligation to repay from Toll Revenues a loan (the “TIFIA Loan”) from the United States Department of Transportation (the “Department of Transportation”) for federal project credit assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”), pursuant to the terms of a loan agreement, dated as of July 20, 2017 (the “TIFIA Loan Agreement”), by and between the Commission and the Department of Transportation (the “TIFIA Lender”);

WHEREAS, the Commission desires to amend the Toll Revenue Indenture (the “proposed amendments”) to allow for the partial assignment of its rights and obligations under the Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County, dated September 29, 2016 (as supplemented and amended, the “Toll Facility Agreement”), by and between the Commission and California Department of Transportation (“Caltrans”), relating to a portion of the I-15 Toll Express Lanes to San Bernardino County Transportation Authority (“SBCTA”) pursuant to the Partial Assignment and Assumption of Rights and Obligations Under Toll Facility Agreement (Including Real Property Lease) Interstate 15 Express Lanes in Riverside County and Consent and Acceptance of Caltrans (the “Assignment

Agreement”), to be entered into among the Commission, SBCTA and Caltrans (such portion, as further described in the Assignment Agreement, is referred to herein as the “Assigned Portion”);

WHEREAS, Section 9.01(j) of the Toll Revenue Indenture provides that the Commission may modify, alter, amend or supplement the Toll Revenue Indenture if (a) all of the obligations to be affected thereby are obligations in the form of or securing payment of the TIFIA Loan, and (b) the written consent of the TIFIA Lender has been obtained to such modification, alteration, amendment or supplement;

WHEREAS, in accordance with Section 9.01(j) of the Toll Revenue Indenture, the 2017 TIFIA Series Bond is the only outstanding obligation under the Toll Revenue Indenture, and the Commission expects to obtain the written consent of the TIFIA Lender to the proposed amendments;

WHEREAS, the proposed form of Second Supplemental Indenture, by and between the Commission and the Trustee, providing for the proposed amendments (the “Second Supplemental Indenture”) has been prepared and presented to the Commission, and the Commission has examined and approved the Second Supplemental Indenture and desires to authorize and direct the execution of the Second Supplemental Indenture and such other documents as are necessary in connection with the proposed amendments; and

WHEREAS, all acts, conditions and things required by the Act, the Toll Act and the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the proposed amendments do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Commission is now duly authorized and empowered, pursuant to each and every requirement of law, to authorize the execution of the Second Supplemental Indenture and such other documents as are necessary in connection with the proposed amendments, for the purposes, in the manner and upon the terms provided;

NOW THEREFORE, THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION RESOLVES:

Section 1. The Commission finds and determines that the foregoing recitals are true and correct and makes them an effective part of this Resolution by incorporating them herein by reference.

Section 2. The proposed form of Second Supplemental Indenture presented to this meeting and the terms and conditions thereof is hereby approved. The Executive Director of the Commission (the “Executive Director”) is hereby authorized and directed, for and in the name and on behalf of the Commission, to execute and deliver the Second Supplemental Indenture, in substantially said form, with such changes therein as the Executive Director may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. All approvals, consents, directions, notices, orders, requests and other actions permitted or required by the proposed amendments, the Toll Revenue Indenture, the

TIFIA Loan Agreement, including, without limitation, any amendment of any such documents or other agreement related thereto, or any agreements with consultants, or any similar action may be given or taken by the Executive Director, the Deputy Executive Director of the Commission or the Chief Financial Officer of the Commission, acting singly (each, an “Authorized Officer”), without further authorization or direction by the Commission, and each Authorized Officer, acting singly, is hereby authorized and directed to give any such approval, consent, direction, notice, order, request, or other action and to execute such documents and take any such action which such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 4. All actions heretofore taken by the officers and agents of the Commission with respect to the proposed amendments, the Toll Revenue Indenture and the TIFIA Loan Agreement are hereby ratified, confirmed and approved. If at the time of execution of any of the documents authorized herein, the Executive Director is unavailable, such documents may be executed by the Deputy Executive Director of the Commission or the Chief Financial Officer in lieu of the Executive Director. The Clerk of the Board is hereby authorized to attest to the execution by an Authorized Officer of any of such documents as said officers deem appropriate.

The officers and agents of the Commission are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Commission, to do any and all things and to take any and all actions and to execute and deliver any and all agreements, certificates, and documents, which they, or any of them, may deem necessary or advisable in order to consummate the proposed amendments, the execution and delivery of the Second Supplemental Indenture and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, the Act, the Toll Act and the other documents approved hereby.

Section 5. The Commission hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 6. The custodian of record for this action shall be the Clerk of the Board of the Commission at the Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, Riverside, CA.

Section 7. This Resolution shall take effect immediately upon its adoption and approval.

APPROVED AND ADOPTED by the Riverside County Transportation Commission at its meeting on April 12, 2023.

By: _____
Robert E. Magee, Chair
Riverside County Transportation Commission

ATTEST:

By: _____
Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	March 27, 2023
TO:	Western Riverside County Programs and Projects Committee
FROM:	Sheldon Peterson, Rail Manager Eric DeHate, Transit Manager
THROUGH:	Lorelle Moe-Luna, Multimodal Services Director
SUBJECT:	Riverside County Transportation Commission Fiscal Year 2022/23 Short Range Transit Plan Amendments

STAFF RECOMMENDATION:

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

- 1) Approve the reprogramming of a principal amount of \$395,275 plus any interest from the city of Riverside's (City) Special Transportation Services Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTIMSEA) to the Commission's South Perris Parking Lot Rehabilitation Project;
- 2) Approve an allocation of \$417,631 from the Federal Transit Administration (FTA) Section 5339 Program for the South Perris Parking Lot Rehabilitation Project;
- 3) Approve the budget amendment and changes to the Commission's amended FY 2022/23 Short Range Transit Plan (S RTP) to reflect the above-mentioned funding revisions;
- 4) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments for inclusion into the Federal Transportation Improvement Program as needed for the FTA Program of Projects; and
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute necessary amended agreements related to these allocations on behalf of the Commission.

BACKGROUND INFORMATION

The S RTPs serve as the Commission's primary justification for federal and state grants for transit operations and capital and provides a short-term vision of public transportation for the county including strategies that will help guide transportation decisions over the next three to five years. The Commission's S RTP focuses on the regional transit programs administered by the Commission, which includes the vanpool and rail programs, and serves as a blueprint for service improvements and capital priorities for the next five years. The Commission is responsible for managing and administering transit funds throughout the county to ensure that state and federal formula funding is allocated based on need and used in a timely manner to avoid lapsing funds.

In order to more effectively utilize available grant funding, staff is requesting the following modification to the FY 2022/23 S RTP (Attachment 1).

This modification is for the for the South Perris Station Parking Lot Rehabilitation Project to add \$417,631 in FTA 5339 funding and \$395,275 plus interest in Proposition 1B PTMISEA funding. These funds will be matched with \$1 million of existing FTA 5309 grant funds for a total of \$1.8 million to complete the project described below. FTA 5339 is also known as the Bus and Bus Facilities Program. A total of \$417,631 is available for the vanpool program; however, since the vanpool program does not purchase or lease any vehicles or facilities, staff is proposing to program the funds on the South Perris Station Parking Lot Rehabilitation Project. Each station is multimodal and is utilized not only by Metrolink passengers but also serves as transfer centers for bus connections and park-and-ride facilities for commuters who rideshare, thus, making this project eligible under 5339. In addition, City and Caltrans staff reached out to Commission staff to inform us that the City's Special Transportation Department has a balance of \$395,275 plus interest in PTIMSEA funds that the Commission allocated several years ago. These funds are required to be expended by June 30, 2023, or the funds will sunset and be returned to the state, thus the City has asked the Commission to utilize the funds to ensure that they remain in the county as it cannot meet this deadline.

South Perris Station Parking Lot Rehabilitation Project

The project at South Perris Metrolink station is to reconstruct the southeast section of the parking lot, approximately 108 parking spaces. The project includes improvements to the drive isles/lanes as well as upgrading the drainage system. The current condition of the parking area pavement is cracked and uneven due to water infiltration into the underlying soils resulting in expansion of the soils. The site was reviewed by a geotechnical consultant, and they have provided recommendations on how to rehabilitate the site and resolve the pavement issues.


The project scope of work involves removing approximately 72,000 square feet of asphalt pavement and excavating approximately 5,300 cubic yards of native material (2' depth). The design of the project is to remove the expansive soils and bridge the remaining native material and reduce/eliminate the surface impacts. Reinforced concrete pavement will be placed to provide a stable pavement surface and it will match existing contours and grade to ensure proper drainage.

To protect the new surface, strategically placed 25-foot-deep drywells will be installed to reduce the impact of winter rains and summer thunderstorms. The dry wells will allow water to infiltrate into the deep non-expansive native materials, thus reducing surface impacts. A new landscape design will also be incorporated to include landscape contractor proposed drought tolerant species of shrubs and trees that are native to the area that have slow growth trends to reduce maintenance and costs.

FISCAL IMPACT

Due to the advance timeline to expend the PTIMSEA funds by June 30, 2023, a budget amendment is needed for the South Perris Station Parking Lot Rehabilitation Project to account

for the \$417,631 in FTA 5339 funding and \$395,275 and interest in Proposition 1B PTMISEA funding and the associated capital construction expenditures.

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2022/23	Amount:	\$812,906
Source of Funds:	FTA 5339 Prop 1B PTMSIEA	\$417,631 \$395,275	Budget Adjustment:		Yes
GL/Project Accounting No.:	Budget Adjustment Revenue FTA 5339 and Prop 1B PTIMSEA: 004011-41404-00000-0000 265-33-41401 (\$417,631) 004011-41507-00000-0000 265-33-41501 (\$395,275) Expenditure FTA 5339 and Prop 1B PTIMSEA: 004011-90701-0000-0000 265-33-90701 (\$812,906)				
Fiscal Procedures Approved:				Date:	03/22/2023

Attachment: RCTC FY 2022/23 SRTP Table 4 Amendment

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

Operating																	
Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES - OB	5337	5337 OB	5339	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	PTMISEA	SGR PUC99313	SGR PUC99314	STA PUC99313	Farebox
Western County Rail																	
Metrolink Operating Subsidy & Preventative Maintenance	\$26,695,637				\$ 4,000,000				\$ 19,464,900	\$ 230,737						\$ 3,000,000	
Next Generation Rail Study Phase II	\$500,000								\$ 500,000								
Program Management and Support ¹	\$7,017,300								\$ 2,035,100		\$ 3,482,200	\$ 1,500,000					
San Jacinto Line Right of Way Maintenance	\$2,442,800										\$ 1,995,800	\$ 447,000					
Station Operations and Security	\$7,158,200										\$ 6,861,000	\$ 297,200					
Transfer Agreements	\$100,000								\$100,000								
Free Rail Pass Program	\$1,000,000							\$ 1,000,000									
Vanpool																	
RCTC VanClub Operating Expenses	\$1,311,812			\$ 201,400							\$ 82,100	\$ 232,400					\$795,912
Sub-total Operating	\$46,225,749	\$0	\$0	\$201,400	\$4,000,000	\$0	\$0	\$1,000,000	\$22,100,000	\$230,737	\$12,421,100	\$2,476,600	\$0	\$0	\$0	\$3,000,000	\$795,912
Capital																	
Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES	5337	5337 OB	5339	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	PTMISEA	SGR PUC99313	SGR PUC99314	STA PUC99313	TIRCP
Western County Rail																	
RCTC Metrolink Capital Obligation - 23-1	\$10,391,915	\$1,989,770			\$8,402,145												
Perris South Station Expansion and 4th Layover Track 23-2	\$25,042,000																\$ 25,042,000
PVL 2nd Track Moreno Valley to Downtown Perris - 23-3	\$5,000,000															\$5,000,000	
Rail Stations Capital Rehabilitation - 22-1 ²	\$-3,994													\$-2,508	\$-1,486		
Coachella Valley Rail																	
CV Rail Environmental/Service Development Plan - CV 21-1	\$441,900											\$ 700				\$441,200	
Sub-total Capital	\$40,871,821	\$1,989,770		\$0	\$8,402,145	\$0	\$0	\$0	\$0		\$0	\$700	\$0	\$-2,508	\$-1,486	\$5,441,200	\$25,042,000
Total Operating & Capital	\$87,097,570	\$1,989,770	\$0	\$201,400	\$12,402,145	\$0	\$0	\$1,000,000	\$22,100,000	\$230,737	\$12,421,100	\$2,477,300	\$0	\$-2,508	\$-1,486	\$8,441,200	\$25,837,912

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

² Includes a reduction for actual SGR amounts

Table 4.0 - Summary of Funding Request - FY2022/23

RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs

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

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

² Includes a reduction for actual SGR amounts

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	March 27, 2023
TO:	Western Riverside County Programs and Projects Committee
FROM:	Lorelle Moe-Luna, Multimodal Services Director Monica Morales, Senior Management Analyst
THROUGH:	Aaron Hake, Deputy Executive Director
SUBJECT:	Measure A Specialized Transit Program COVID-19 and Economic Relief Funding

STAFF RECOMMENDATION:

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

- 1) Amend Agreement No. 21-26-096-00 with Friends of Moreno Valley Senior Center, Inc. for an additional \$19,550 of Measure A Specialized Transit funds to supplement impacts from COVID-19 and economic conditions;
- 2) Amend Agreement No. 21-26-077-00 with Care Connexus for an additional \$57,704 of Measure A Specialized Transit funds to supplement impacts from the COVID-19 pandemic and economic conditions;
- 3) Amend Agreement No. 21-26-076-00 with Care-A-Van for an additional \$50,000 of Measure A Specialized Transit funds to supplement impacts from the COVID-19 pandemic and economic conditions;
- 4) Amend Agreement No. 21-026-087-00 with EXCEED dba Valley Resource Center for an additional \$99,600 of Measure A Specialized Transit funds to supplement impacts from the COVID-19 pandemic and economic conditions; and
- 5) Authorize Executive Director, or designee, to approve a temporary waiver of the Measure A Specialized Transit Program match requirement of 34 percent as needed for all recipients in Fiscal Years 2022/23 and 2023/24.

BACKGROUND INFORMATION:

The Western Riverside County Measure A Specialized Transit Program receives about 16.4 percent of the 11.6 percent for public transit. The program provides funding to benefit older adults, persons with disabilities, and/or those that are most vulnerable and truly needy. The goals of the program are to:

- Support directly operated services that expand or extend existing services, which, if not funded by Measure A funds, would leave an area and/or special population without alternate service options;

- Support existing services that offer an improved level of service coordination with the existing transportation network;
- Expand new services that leverage other revenue sources, can be administered in a cost-effective manner, and will not require long-term support from Measure A funding; and
- Support new and expansion of existing services including transportation for veterans and shuttles including, but not limited to, nutrition and medical services.

This funding is distributed triennially through a competitive process to a wide array of non-profit and community organizations that serve these constituencies for specialized transit services for persons with disabilities and older adults. The last call for projects was awarded in May 2021 for FY 2021/22 through FY 2023/24 to a total of 19 operating and capital projects for a total amount of \$9.1 million (Attachment 1).

DISCUSSION:

Typically, awards are not adjusted if an agency has an increase in cost or other impacts to their operating or capital projects. It is expected that the recipients be able to absorb these impacts. However, the COVID-19 pandemic triggered a downward spiral on transit networks, especially those that offer specialized transit services. When the Measure A Specialized Transit recipients prepared their estimated budgets for this award cycle, it was more than six months prior to the award of their project, and they could not have anticipated the timeframe of the pandemic closures nor the impacts that would follow.

In a roundtable meeting with the specialized transit agencies in late 2022, staff wanted to ensure that the specialized transit service agencies were able to still provide their crucial lifeline services to those in need and better understand the COVID impacts they were facing. The specialized transit agencies expressed their concerns over low ridership, driver shortages, additional safety protocols, higher amounts of thefts, supply chain issues, and overall cost increases for wages and fuel. Most of the specialized transit providers are small and modest social service agencies, community-based organizations, or non-profits and the loss of revenues from less trips coupled with incidentals such as rising costs have made it harder to maintain operations.

It is not unprecedented for the Commission to provide economic relief for public transportation services. In April 2020, the Commission authorized up to \$15.4 million of Local Transportation Funds for the public transit operators in the county in anticipation of reduced revenues caused by the pandemic. In addition, in July 2022, the Commission approved \$266,320 for fuel adjustments for Freeway Service Patrol. The Commission has the authority to make additional available funds for the Specialized Transit Program as needed. The funds are only eligible to be used on transportation related project expenses. Four of the specialized transit providers: Friends of Moreno Valley Senior Center, Inc., Care Connexus Adult Day Services, Care-A-Van, and EXCEED have submitted letters (Attachments 2 – 5) requesting a total of \$226,854 in additional Measure A Specialized Transit funds.

The Friends of Moreno Valley Senior Center, Inc. (FMVSCI) is a volunteer-based non-profit organization that operates “MoVan.” The organization was started in 1985 and volunteers assist with administrative and scheduling duties. FMVSCI has one van and offers low-cost non-ADA transportation services to seniors 60 years and older and disabled adults to the Moreno Valley Seniors Center and non-emergency medical appointments within a 20-mile radius. They were awarded \$297,585 for operating expenditures in the 2022 Call for Projects. They are requesting an additional \$19,550 for FY 2022/23, with no-match requirement, to provide a competitive wage increase for their driver to prevent losing him to another company and expanded their service hours recently for various senior and city events to reduce senior isolation and increase ridership.

Care Connexus Adult Day Services is a non-profit that has served the Riverside area since 1979 with adult day care services, caregiver support, and community education. Measure A is utilized to transport its clients who require curb-to-curb service with “hand-over” to caregiver, escort during transport, and “door-to-door” or “door-through-door” services. They were awarded \$799,132 for operating and \$112,500 for capital in the FY 2021/22 Call for Projects. They are requesting an additional \$57,704 in FY 2022/23 for capital to supplement the cost increase of two passenger vehicles that were impacted by supply chain issues that caused a delay in parts delivery, thus affecting the manufacturer’s ability to build the original ordered 2022 models and instead 2023 models and pricing took effect. They are also requesting a waiver to the 34 percent local match requirement for operations in FY 2022/23 and FY 2023/24 to 27 percent and 24 percent, respectively, to offset the loss of their general fund revenues.

Care-A-Van has been providing “door-to-door” transportation for low-income and underserved populations primarily in the San Jacinto and Hemet areas since 1994. Most of their trips are for medical appointments, social service resources, education, and job training. They were awarded a total of \$996,884 for operating in the 2022 Call for Projects. They are requesting an additional \$50,000 with no match requirement for FY 2022/23 to address the increase in various operating expenses such as fuel, vehicle storage and maintenance, and insurance. Much of the vehicle storage and maintenance costs are attributed to the thefts of catalytic converters in their vehicles. With the additional funding, they will increase security at their vehicle storage location and repair the vehicles.


EXCEED also known as Valley Resource Center has provided services to adults with disabilities for the past 40 years and transportation services since 1992. They were awarded \$244,860 for operating in the 2022 Call for Projects to be used for transportation services in Hemet for their clients who attend employment programs and skills training. Similar to Care-A-Van, EXCEED also experienced a string of catalytic converter thefts and has had to provide more competitive wages for its four drivers due to inflation and competition in the job market. They are requesting an additional \$99,600 with \$52,500 to be used in FY 2022/23 and \$47,100 for FY 2023/24, and will continue to meet the 34 percent agency match.

Staff has reviewed these requests and considered the overall financial impact to the program as well as the value that these services provide to the community. The increase in Measure A revenues in the last two years has been favorable and the current fund balance for the program

is about \$11 million, which is sufficient to begin the next call for projects in 2024 and maintain a healthy fund reserve. Due to extenuating circumstances related to the pandemic and overall supply chain issues and inflation, staff recommends that the Commission approve an amendment to the respective agreements to allow for these one-time funding supplements to assist the specialized transit providers overcome financial hardships.

FISCAL IMPACT:

The total impact to the Measure A Specialized Transit Program is \$226,854; \$179,754 for FY 2022/23 and \$47,100 for FY 2023/24. No budget adjustment is required for this item in the current FY as minor Measure A adjustments were anticipated and budgeted. Expenditures for FY 2023/24 will be included in next year's budget.

Financial Information					
In Fiscal Year Budget:	2023	Year:	FY 2022/23	Amount:	\$179,754
Source of Funds:	2009 Measure A Western County Specialized Transit			Budget Adjustment:	No
GL/Project Accounting No.:	260 26 86101 00000 0000				
Fiscal Procedures Approved:				Date:	03/15/2023

Attachments:

- 1) 2021 Measure A Specialized Transit Program Awards
- 2) Letter from Friends of Moreno Valley Senior Center
- 3) Letter from Care Connexus
- 4) Letter from Care-A-Van Transit
- 5) Letter from EXCEED



SPECIALIZED TRANSIT

Attachment 1

Applicant	Project Type	Project Title	Total 3 Year Project Cost	Total 3 Year Measure A Award	Required Match
Care A Van	Ops	Care A Van Transit	\$ 1,510,430	\$ 996,884	\$ 513,546
Independent Living Partnership	MR	TRIP	\$ 3,631,716	\$ 1,519,752	\$ 2,111,964
Friends of Moreno Valley	Ops	Mo-Van	\$ 528,085	\$ 297,585	\$ 230,500
Boys & Girls Club Southwest County	Ops	Before & After School ST program	\$ 908,050	\$ 599,313	\$ 308,737
Exceed	Ops	Hemet Transportation	\$ 664,860	\$ 244,860	\$ 420,000
Boys & Girls Menifee Valley	Ops	Ride to Success	\$ 599,307	\$ 395,543	\$ 203,764
US Vets	Ops	Initiative Transportation Riverside	\$ 230,644	\$ 152,225	\$ 78,419
RUHS - Medical Center	Ops	MC Transportation Program	\$ 2,764,778	\$ 1,576,800	\$ 1,187,978
Voices for Children	MR	Mileage Reimbursement Program	\$ 588,150	\$ 388,179	\$ 199,971
Forest Folk	Ops	Idyllwild Area Shuttle Service	\$ 254,848	\$ 167,848	\$ 87,000
City of Norco	Ops	Seniors on the Move Transp Program	\$ 382,818	\$ 252,661	\$ 130,157
Operation SafeHouse	Ops	Main St. Transitional Living & Permanent Supportive Housing Program	\$ 171,710	\$ 113,329	\$ 58,381
Care Connexus	Ops	Specialized Transportation	\$ 1,210,806	\$ 799,132	\$ 411,674
Care Connexus Capital	Cap	Specialized Transportation	\$ 225,000	\$ 112,500	\$ 112,500
RUHS - Behavioral Health Capital	Cap	Transportation Change	\$ 144,000	\$ 72,000	\$ 72,000
RUHS - Medical Center Capital	Cap	Transportation Program	\$ 365,740	\$ 182,870	\$ 182,870
RUHS - Behavioral Health	Ops	Transportation Change	\$ 1,589,245	\$ 1,048,901	\$ 540,343
Michelle's Place	Ops	Treatment Travel Assistance Program	\$ 46,690	\$ 30,815	\$ 15,875
			\$ 15,816,876	\$ 8,951,197	\$ 6,865,680

City of Menifee	Ops	Menifee Pilot Project	\$ 150,000	\$ 150,000	\$ -
			\$ 150,000	\$ 150,000	\$ -

367,370 Capital
8,733,827 Operating
9,101,197 Total Award



Friends of Moreno Valley Senior Center, Inc.
25075 Fir Avenue Moreno Valley, CA. 92553
 Email Address: **FRIENDSmvsc@gmail.com**
Office # (951) 518-6861

Monica Morales
 Riverside County Transportation Commission
 4080 Lemon Street
 Riverside, CA. 92502

Dear Monica:

As previously discussed with both yourself and Dennis Brooks, the COVID pandemic continues to negatively affect our MoVan Project.

As you may remember, the due date for the grant cycle we are in was submitted Feb. 2021. The MoVan returned to service in December, 2020, after the Senior Center had been closed since March 20, 2020 due to the pandemic. Our projection for Revenue and Expenses was based on the known historical statistics prior to 2020, not the future of unknowns.

In December, 2021, we were forced to implement a competitive wage of \$18.00 per hour for our MoVan Driver to prevent losing him to another company. He was previously making \$16.00 per hour so the increase was well above the 5% we had projected.

Also, in order to increase our one-way trips and unduplicated persons, we added the opportunity for seniors to join several Senior Center and City events which end later than our normal business hours. This required paying overtime to our main driver at the new adjusted rates as well as supplemental drivers from our 3rd party transit company. We also use the MoVan to provide Senior Day Trips which comes with the expense of the "FRIENDS" purchasing meals and paying for other additional field trip direct expenses. Just in calendar 2022, we offered transportation for the seniors to (9) Senior Center events, (3) City Events and (3) Senior Day Trips. All in an attempt to improve our senior's quality of life and reduce senior isolation. The result of all of this was a **shortfall in funds for FY 2021-22. We used \$17,700** of our Savings in order to cover the increase in both MoVan expenses and supplies based on the above explanations.

We would also like to be considered for an additional amount of **\$19,550 for FY2022-23**. Product prices, wages and gas all continue to rise. Based on our Fiscal YTD expenses, the MoVan Service Expenses will total \$180,462 as well as MoVan Supplies will total \$8650. We did receive an additional \$10,000 from the CDBG funding. We considered that when calculating the \$19,550.

Thank you for allowing us to be considered for additional funding.

Sincerely,
 LaDonna Jempson, FMVSCI President



March 9, 2023

Riverside County Transportation Commission
4080 Lemon St, 3rd Floor
Riverside, Ca 92505-2208

Attention: Lorelle Moe-Luna

Subject: Formal Request/Covid Relief Additional Funding -- Measure A Reward

Dear Ms. Moe-Luna,

We wish to express our utmost gratitude to RCTC again for its continuous support.

For the past several years COVID-19 has dominated our lives, the chaos of which has disrupted the systemic order of things to a daunting degree. As a nonprofit health care agency that specializes in providing care for frail elderly individuals and adults with disabilities, the effects have been nothing short of calamitous. Due to their age and underlying health conditions, our population was most vulnerable to the life threatening impacts of the pandemic.

Therefore, by order of the governor's office, all adult day healthcare centers ceased operations in March 2020 and we suffered a significant loss of revenue. The following year, under the guidance of state health agencies, centers such as ours began to slowly and cautiously reopen. However, as the health crisis persisted, losses continued, resulting in a total revenue loss of 26%.

Since having resumed our program services this past year, a great many challenges continue to severely impact our resources. The financial impacts have been enormous and we are coping with the losses as best we can.

Firstly, our total client roster has dwindled to a mere third of what it had been due to illness, death, and a critical need for advanced care. Because our agency's primary source of revenue originates from Medi-Cal subsidized reimbursements for client services through managed health care insurance providers, this decrease in our client base is significant.

However, one source of support that managed to help us stay afloat during this period was a temporary relief program provided by the state known as CBAS TAS. This was a boon to centers like ours as it allowed us to continue earning revenue by providing daily "remote" services to our clients who could not attend in person. This was accomplished in the form of wellness checks, vital signs monitoring, and nurse consultations via phone. This also assisted us in building up a healthy financial reserve of savings in the interim.

Adult Day Services
Center of Riverside
4130 Adams Street Suite B
Riverside, CA 92504

Phone 951.509.2500
Fax 951.509.2578



However, this program officially terminated on September 30, 2022 and all revenue since has been dependent on insurance payments for those solely able to attend in person.

In addition, overall operational and payroll costs increased significantly in 2022 (by more than double) due to the fact that we expanded our in-center services schedule from two days a week to five days a week.

Subsequently, the loss of this program has resulted in a fiscal loss of approximately \$20,000 per month.

Consequently, such bleeding has driven our agency to take steps to cover substantial losses which pose a threat to our mission of serving the community at large.

Therefore, we are requesting additional funding to assist us in these efforts (please see attached Proposed Project Budget Form -- Exhibit A):

A. Firstly, re: Capital Expenses, we request additional funding to assist with increased cost demands for vehicles purchased over a year ago from bus vendor A-Z Bus Sales in Colton, CA.

The total price for two brand new commercial passenger vehicles amounted to \$162,138.88 (each individual unit costing \$81,069.44) which we remitted payment for on June 28, 2021. As stipulated in original Measure A agreement, RCTC supplied 50% matching cost.

Unfortunately, due to industry-wide supply chain issues, delivery of parts was delayed, the units were unable to be built, and merchandise was never received. As a result, the former year's models are now no longer available by the manufacturer. However, supply chain issues have recently improved and upcoming 2023 year's models are being sold, albeit at an increased price of \$109,921.19 per unit (as opposed to the aforementioned \$81,069.44). The total price for two new vehicles amounts to \$219,842.38, resulting in a balance owed of \$57,703.50.

We request that RCTC assist by reimbursing amount of total remaining balance (\$57,703.50) which would result in a 100% match.

Please note that in an effort to safeguard against similar recurring issues, Care Connexus successfully negotiated additional terms with the vendor A-Z Bus Sales, including the following written guarantees:

- No further price changes whatsoever
- Guaranteed delivery by due date, on or before August 31, 2023
- Penalty fees for potential future delays
- No payment will be remitted until date of actual delivery

(Please see attached signed written sales agreement denoting these stipulations).

B. Secondly, re: expense line item pertaining to position salaries, we request additional funding to reimburse percentages of certain employees salaries (Position % Time) from prior fiscal year period (FY 2021/2022) as well as for subsequent fiscal year periods (FY 2022/2023 and FY 2023/2024).

An overall decrease in staffing resulted in significant changes of cost allocations. Staffing, on the whole, has decreased by at least 34%.

Hence, we request extra funding to reimburse 15% of the Program Director's salary. Although this was not captured in original agreement, she fulfills a vital role related to Measure A project goals in that she collaborates directly with the transportation team to ensure that the following daily transportation needs are met accordingly:

- Coordination of travel plans for all participants.
- Direct communication with participants, families, caregivers, and partnered public transit companies (i.e., RTA Dial-a-Ride, Riverside Connect) to coordinate any schedule changes re: travel plans.
- Assistance with guiding elderly and physically disabled participants to and from vehicles in the mornings and afternoons during each program day. Also, distribution of tickets.
- Development of Vehicle and Road Safety Training, along with Sensitivity Training Program for Elderly Persons and Persons with Disabilities.

Furthermore, we request extra funding to reimburse 25% of the Admin. Services Manager's salary as he has taken on the additional responsibilities of a full-time Transportation/Fleet Coordinator.

Likewise, we request extra funding to reimburse 15% of the Accountant's salary who has assumed many of the Measure A clerical responsibilities once held by the Accounting Clerk (originally, the Clerk's percentage was as high as 25% but has now been reduced to 15% due to reduction of work hours).

C. Thirdly, re: Total Project Expenses (a+b+c+d), we request additional funding to assist with General Fund costs.

The original agreement stipulated the following match (Agency = 34%; RCTC = 66%). In light of the hardships described, we would like to kindly request that RCTC adjust agency match accordingly:

- FY 2023 = 27%
- FY 2024 = 24%

This match request is a temporary appeal for extra relief to assist in offsetting overall operational cost deficiencies.

Moreover, this additional support from RCTC Measure A funding would help in providing us with a bridge to recovery, the efforts of which have already begun with precision and purpose.

Our board of directors and management team have implemented a budget and carved out a plan designed to curb losses and grow our financial resources.

Key to these efforts is the expansion of our client base and we are extremely pleased to report that the number of actual new enrollments has been climbing steadily, by about 2 or 3 or more per month. Inquiry calls have been streaming into the office and insurance companies (including IEHP, Kaiser, Molina, Health Net, and Scan) have been forwarding us the highest volume of referrals in years. Referrals from other partnered agencies (such as Riverside County Office on Aging, Inland Regional Center, and Inland Caregiver Resource Center) have also been booming. This month, in particular, produced a more than 50% increase in scheduled appointments for prospective clients and we expect to do as well if not better next month. Based on current trends, we will meet our goals by end of fiscal year and replenish our client base by an extra 40%.


Care Connexus has had the privilege of providing quality health care services to the Riverside community for 45 years and counting. God willing, we'll have the opportunity to do so for many more years to come.

Our agency has also valued the partnership with the Riverside County Transportation Commission and always appreciated its ongoing support.

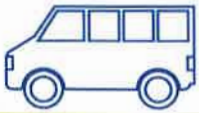
If you should have any questions or require additional information, please do not hesitate to contact me or Chief Finance Officer Anis Rahman.

Sincerely,

Jose Chavez
Deputy Executive Director

PROPOSED PROJECT BUDGET FORM					 RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
Agency Name:		<u>Care Connexus, Inc</u>				
Project Title:						
EXPENSE	Position % Time	Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24		
Salaries by Position (include benefits): (Example: drivers, scheduler, trainer, etc.)						
A. Drivers	# of Positions → 2 100%	\$ 21,652.00	\$ 59,596.74	\$ 66,000.00		
B. Accounting Clerk	# of Positions → 1 15%	\$ 408.00	\$ 2,662.26	\$ 3,000.00		
C. Accountant	# of Positions → 1 15%	\$ 3,225.00	\$ 9,408.13	\$ 10,500.00		
D. Administrative Services Manager	# of Positions → 1 25%	\$ 3,828.00	\$ 14,963.90	\$ 16,500.00		
E. Program Director	# of Positions → 1 15%	\$ -	\$ 10,851.89	\$ 12,100.00		
F.	# of Positions → 0%	\$ -	\$ -	\$ -		
G.	# of Positions → 0%	\$ -	\$ -	\$ -		
H.	# of Positions → 0%	\$ -	\$ -	\$ -		
I.	# of Positions → 0%	\$ -	\$ -	\$ -		
J.	# of Positions → 0%	\$ -	\$ -	\$ -		
K.	# of Positions → 0%	\$ -	\$ -	\$ -		
L.	# of Positions → 0%	\$ -	\$ -	\$ -		
M.	# of Positions → 0%	\$ -	\$ -	\$ -		
N.	# of Positions → 0%	\$ -	\$ -	\$ -		
O.	# of Positions → 0%	\$ -	\$ -	\$ -		
P.	# of Positions → 0%	\$ -	\$ -	\$ -		
Total Salaries & Benefits (a)		\$ 29,113.00	\$ 97,482.92	\$ 108,100.00		
Non-Personnel Expenses: (Example: fuel, rent, insurance, utilities, etc.)						
A. Rent & Other Leases		\$ 12,429.00	\$ 18,191.64	\$ 20,400.00		
B. Utilities		\$ 1,016.00	\$ 1,156.80	\$ 1,400.00		
C. Insurance		\$ 21,605.00	\$ 13,206.54	\$ 40,000.00		
D. Program/Office Supplies		\$ 4,041.00	\$ 22,967.45	\$ 25,300.00		
E. Repair & Maintenance		\$ 21,096.00	\$ 23,372.39	\$ 25,800.00		
F. Fuel		\$ 3,358.00	\$ 15,046.23	\$ 28,800.00		
G. Association Fees		\$ 668.00	\$ 1,450.39	\$ 1,650.00		
H. Employees Costs		\$ 439.00	\$ 1,075.64	\$ 1,210.00		
I. Employee Relations		\$ -	\$ 1,500.00	\$ 1,650.00		
J. Depreciations		\$ -	\$ -	\$ 16,200.00		
K. Miscellaneous		\$ -	\$ 500.00	\$ 500.00		
L.		\$ -	\$ -	\$ -		
M.		\$ -	\$ -	\$ -		
N.		\$ -	\$ -	\$ -		
O.		\$ -	\$ -	\$ -		
P.		\$ -	\$ -	\$ -		
Total Non-Personnel Expenses (b)		\$ 64,652.00	\$ 98,467.08	\$ 162,910.00		
Capital Expenses: (Example: computers, technology, equipment, vehicle, vehicle lease)						
A. Vehicles		\$ -	\$ -	\$ -		
B. Technology		\$ -	\$ 5,000.00	\$ 5,000.00		
C.		\$ -	\$ -	\$ -		
Total Capital Expenses (c)		\$ -	\$ 5,000.00	\$ 5,000.00		
Administrative Overhead (d) (maximum of 8% of total project expenses)		\$ 7,501.00	\$ 15,675.00	\$ 21,680.00		
TOTAL PROJECT EXPENSES (a+b+c+d)		\$ 101,266.00	\$ 216,625.00	\$ 297,690.00		
REVENUE						
Agency Match (Cash) Grant Revenues (not Measure A): (Example: General fund, CDBG, Donations, Farebox/Rider Donations, etc.)						
A. General Fund		\$ 34,431.00	\$ 59,541.00	\$ 74,896.00		
B.		\$ -	\$ -	\$ -		
C.		\$ -	\$ -	\$ -		
D.		\$ -	\$ -	\$ -		
Total Cash Match (e)		\$ 34,431.00	\$ 59,541.00	\$ 74,896.00		
Agency Match (In-Kind) (These should not be paid positions)						
Non Paid Salaries by Position:		Position % Time				
What is your methodology for determining volunteer staff time for in-kind positions?						
A.		\$ -	\$ -	\$ -		
B.		\$ -	\$ -	\$ -		
C.		\$ -	\$ -	\$ -		
Non-Personnel Match (in-kind):						
A.		\$ -	\$ -	\$ -		
B.		\$ -	\$ -	\$ -		
C.		\$ -	\$ -	\$ -		
Total In-Kind Match (f)		\$ -	\$ -	\$ -		
Measure A Operating Request (g)		\$ 66,836.00	\$ 157,084.00	\$ 222,794.00		
Measure A Capital Request (h)		\$ -	\$ 2,500.00	\$ 2,500.00		
TOTAL REVENUES (e+f+g+h)		\$ 101,267.00	\$ 219,125.00	\$ 300,190.00		

	YEAR ONE FY 21/22	YEAR TWO FY 22/23	YEAR THREE FY 23/24
Measure A Request Amount:	\$ 66,836.00	\$ 159,584.00	\$ 225,294.00
Agency Match Amount:	\$ 34,431.00	\$ 59,541.00	\$ 74,896.00
TOTAL	\$ 101,267.00	\$ 219,125.00	\$ 300,190.00



Care-A-Van Transit Systems, Inc.

Transportation with a 

Dear Monica,

Care-A-Van Transit is requesting additional funds (\$50,000) to assist with the negative impact created by the COVID pandemic on transportation services provided to seniors, disabled and truly needy. It would be important that these funds do not require match dollars as this would put a burden on trying to meet the match when outside other funding has been decreased significantly. The impact of COVID on public and non-profit transportation providers has been devastating with huge declines in ridership by more than 60%. For Care-A-Van as a non-profit, it included low ridership, drivers on leave due to the COVID virus, and costs of putting CDC safety protocols in place. Our long-time Program Coordinator during this time was also out on an extended medical leave and eventually had to leave the position.

Due to COVID, Care-A-Van has also been impacted by the "Great Resignation," with three drivers retiring and one driver moving out of state. During the COVID pandemic, there was also an increase in the theft of catalytic converters in Riverside County, and Care-A-Van was hit on several occasions although vehicles were parked in a secure fenced area with cameras and an alarm system in place. These thefts have been costly and resulted in vehicles being put out of service for a longer period.

As restrictions began to ease with COVID there has been an increase in ridership. Many of the seniors and disabled individuals in our community have not only been isolated because of COVID but they have also been deeply impacted by the rising costs of goods and services and as a result, have leaned heavily on the transportation services provided by Care-A-Van. Our services not only connect riders to needed services but reduce the impact of isolation on a vulnerable population. The most requested trips include dialysis appointments, medical appointments, social service agencies, education, job training programs, employment, a connection to much-needed food pantries, and shopping assistance. During this period Care-A-Van was the lifeline for many of our riders by delivering food to seniors and providing trips to local food pantries. One important service was emergency transportation during the Fairview Fire in Hemet, Care-A-Van was put on call during the evacuation in certain areas to assist seniors and disabled individuals to be evacuated as needed. Also, shopping assistance helps our Care-A-Van consumers to have access to local markets to help stabilize consumers during these unprecedented times. Care-A-Van has also provided transportation for seniors and disabled individuals to have access to much-needed vaccination clinics.

Care-A-Van continued to provide transportation during the pandemic period and has followed COVID-19 safety protocols to provide safe transportation services to seniors and disabled individuals. We thank you for the consideration of additional funds to help stabilize Care-A-Van as a non-profit small business.

Thank You,



Mary Jo Ramirez

Development Manager

749 N. State Street, Hemet, CA 92543

951-791-3572  @careavantransit

www.careavantransit.com

**Care-A-Van Transit
COVID Relief**

	CURRENT	ADDITIONAL	TOTAL
Revenue and Expense Detail			
REVENUES			
Agency Match (Cash)			
Donations/Passenger Fares	\$ 22,000.00		\$ 22,000.00
Riverside County CDBG	\$ 15,000.00		\$ 15,000.00
Hemet CDBG	\$ 14,000.00		\$ 14,000.00
Inland Regional	\$ 21,000.00		\$ 21,000.00
CFLC	\$ 26,571.00		\$ 26,571.00
Riverside County Office of Education	\$ 10,000.00		\$ 10,000.00
CFLC Workforce Development Programs	\$ 25,000.00		\$ 25,000.00
Total Cash Match	\$ 133,571.00	\$ -	\$ 133,571.00
Non-Personnel Agency Match (In-Kind)			
<i>Salaries by Position (include benefits):</i>			
Human Resources	\$ 15,000.00		\$ 15,000.00
Development Manager	\$ 18,500.00		\$ 18,500.00
	\$ -		\$ -
Non-Personnel Match (In-kind)			
Fuel (Discount)	\$ 4,000.00		\$ 4,000.00
Total In-Kind Match	\$ 37,500.00	\$ -	\$ 37,500.00
Measure A Award	\$ 332,079.00		\$ 332,079.00
	\$ -		
Total Award Measure A	\$ 332,079.00	\$ -	\$ 332,079.00
TOTAL REVENUES	\$ 503,150.00	\$ -	\$ 503,150.00
EXPENSES			
Salaries by Position (include benefits):	% Time		
Program Coordinator	100%	\$ 44,000.00	\$ 44,000.00
Drivers (8 positions)	100%	\$ 190,000.00	\$ 190,000.00
Dispatch/Scheduler	100%	\$ 26,000.00	\$ 26,000.00
Human Resources (In-kind)	30%	\$ 15,000.00	\$ 15,000.00
Admin Assistant/Accounting Payroll (contracts)	58%	\$ 7,400.00	\$ 7,400.00
Front Desk/Receptionist (In-kind)	50%	\$ -	\$ -
Development Manager (In-kind)	31%	\$ 18,500.00	\$ 18,500.00
Workers Compensation		\$ 26,000.00	\$ 26,000.00
Payroll Taxes		\$ 28,000.00	\$ 28,000.00
Total Salaries & Benefits		\$ 354,900.00	\$ 354,900.00
Non-Personnel Expenses:			
Advertising		\$ 500.00	\$ 1,500.00
Fuel/Oil		\$ 41,000.00	\$ 10,500.00
General Office Expenses/Supplies/Postage		\$ 1,600.00	\$ 2,500.00
Rent		\$ 8,000.00	\$ 8,000.00
Vehicle Storage		\$ 2,850.00	\$ 10,500.00
Telephone		\$ 7,000.00	\$ 7,000.00
Uniforms		\$ 200.00	\$ 200.00
Vehicle Registration		\$ 1,500.00	\$ 1,500.00
Vehicle Insurance		\$ 26,500.00	\$ 5,000.00
Vehicle Maintenance		\$ 35,000.00	\$ 20,000.00
Travel/Meeting Expenses/Training Staff Development/Uniforms		\$ 1,100.00	\$ 1,100.00
Payroll Fees		\$ 5,000.00	\$ 5,000.00
Pre-employment Costs/Employee Clearances-Drug Testing		\$ 2,000.00	\$ 2,000.00
Audit/CPA Contract Consultant		\$ 15,000.00	\$ 15,000.00
Professional Fees/Annual Renewal Fees		\$ 1,000.00	\$ 1,000.00
Total Non-Personnel Expenses		\$ 148,250.00	\$ 50,000.00
TOTAL PROJECT EXPENSES	\$ 503,150.00	\$ 50,000.00	\$ 553,150.00

February 9, 2023

Board of Directors

Officers

Richard Giese
President

Rev. Quinn Hawley
Vice-President

Dorothy McGargill
Secretary

Bruce Ortiz
Treasurer

Directors

Shade Awad

Kathy
Bloom-Rudibaugh

Michael McIntyre

Vincent Ponce

David Pyle

Myrna Torres

Michael Vargas

Rich Williams

Tom Wilson

Riverside County Transportation Commission
4080 Lemon St., 3rd Floor
Riverside, CA 92502-2208
Attn: Monica Morales, Eric DeHate

Dear Specialized Transit Administrators;

Due to unanticipated circumstances we have recently encountered, such as the rampant theft of catalytic converters, additional security measures we have had to put in place to protect our vehicles, and the inability to provide competitive driver wages mainly due to inflation, and other job market issues, we respectfully request the attached increase to our Measure A funding for the remainder of the fiscal year 2022-2023, and for the upcoming fiscal year 2023-2024.

We would also like to request the inclusion of security measures as an operating expense, because of the additional steps we have had to take to protect our vehicles from vandalism. These expenses may include additional outdoor lighting, the cost of storing vehicles at an off-site 24 hr monitored storage site, hiring overnite security staff, and installing the "cage" that protects against the theft of catalytic converters.

I have attached a modified budget proposal.

Please let me know if you need additional information and thank you for your consideration.

Best regards,



Sandra Aldridge
EXCEED
Marketing & Resource Development
1285 North Santa Fe St.
Hemet, CA 92543
sandraaldrige@weexceed.org
O: 951-658-0000 x262
C: 951-663-7838

Administration, Transportation, Adult Developmental Center, Community Integrated Services, Exploration & Enrichment Services, EXCEED Industries
1285 N. Santa Fe, Hemet, CA 92543 * Phone: 951.766.8659 * 800.647.3451 * Fax: 951.925.8407

Adult Developmental Center: 2050 Trumble Rd., Perris, CA 92571 * Phone: 951.923.9885

Exploration & Enrichment Services, Community Integrated Services: 170 Wilkerson Ave., Perris, CA 92570 * Phone: 951.657.0609 * Fax: 951.657.2277

Community Integrated Services: 40119 Murrieta Hot Springs Rd., Suite B104, Murrieta, CA 92563 * Phone: 951.677.0111

Community Integrated Services: 7891 Mission Grove Pkwy South, Suite A, Riverside, CA 92508 * Phone: 951.780.8444

Community Employment Services: 7893 Mission Grove Pkwy South, Suite C, Riverside, CA 92508 * Phone: 951.780.8444 * Fax: 951.780.8338

Casa del Valle Residential Facility: 789 E. Main St., San Jacinto, CA 92583 * Phone: 951.487.6368 * Fax: 951.487.6357

TOTAL PROJECT BUDGET
Agency Name: Valley Resource for the Retarded Inc. dba EXCEEDC
Project Title: Hemet Transportation
Budget Modification

Revenue and Expense Detail	ORIGINAL BUDGET			APPROVED CHANGE #1 6.28.2022			PROPOSED CHANGE #1			PROPOSED REVISED BUDGET		
	YEAR 1 (July 2021 - June 2022)	YEAR 2 (July 2022 - June 2023)	YEAR 3 (July 2023 - June 2024)	YEAR 1 (July 2021 - June 2022)	YEAR 2 (July 2022 - June 2023)	YEAR 3 (July 2023 - June 2024)	YEAR 1 (July 2021 - June 2022)	YEAR 2 (July 2022 - June 2023)	YEAR 3 (July 2023 - June 2024)	YEAR 1 (July 2021 - June 2022)	YEAR 2 (July 2022 - June 2023)	YEAR 3 (July 2023 - June 2024)
EXPENSES												
Salaries by Position (include benefits):												
A. Transportation Program Coordinator	\$ 33,500.00	\$ 35,175.00	\$ 36,950.00				\$ 4,403.33			\$ 37,903.33	\$ 35,175.00	\$ 36,950.00
B. Drivers	\$ 115,560.00	\$ 108,000.00	\$ 108,000.00				\$ 7,763.53	\$ 37,500.00	\$ 37,500.00	\$ 123,323.53	\$ 145,500.00	\$ 145,500.00
C.	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Total Salaries & Benefits (a)	\$ 149,060.00	\$ 143,175.00	\$ 144,950.00	\$ -	\$ -	\$ -	\$ 12,166.86	\$ 37,500.00	\$ 37,500.00	\$ 161,226.86	\$ 180,675.00	\$ 182,450.00
Non-Personnel Expenses:												
A. Fuel	\$ 44,500.00	\$ 35,600.00	\$ 35,600.00				\$ (22,391.84)			\$ 22,108.16	\$ 35,600.00	\$ 35,600.00
B. Vehicle Repairs	\$ 17,325.00	\$ 17,325.00	\$ 17,325.00				\$ 9,785.96	\$ 11,000.00		\$ 27,110.96	\$ 28,325.00	\$ 17,325.00
C. Insurance	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00				\$ 1,307.21			\$ 9,907.21	\$ 8,600.00	\$ 8,600.00
D. Communications	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00				\$ (582.48)			\$ 2,417.52	\$ 3,000.00	\$ 3,000.00
E. Security/Storage	\$ -	\$ -	\$ -					\$ 4,000.00	\$ 9,600.00	\$ -	\$ 4,000.00	\$ 9,600.00
Total Non-Personnel Expenses (b)	\$ 73,425.00	\$ 64,525.00	\$ 64,525.00	\$ -	\$ -	\$ -	\$ (11,881.15)	\$ 15,000.00	\$ 9,600.00	\$ 61,543.85	\$ 79,525.00	\$ 74,125.00
Capital Expenses:												
A.	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Total Capital Expense (c)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Overhead (d) (maximum of 8% of total project expenses)	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00				\$ 4,528.04			\$ 12,928.04	\$ 8,400.00	\$ 8,400.00
TOTAL PROJECT EXPENSES (a+b+c+d)	\$ 230,885.00	\$ 216,100.00	\$ 217,875.00	\$ -	\$ -	\$ -	\$ 4,813.75	\$ 52,500.00	\$ 47,100.00	\$ 235,698.75	\$ 268,600.00	\$ 264,975.00
REVENUES												
Agency Match (Cash)												
A. Fee for Services - Inland Regional Center	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00	\$ (20,000.00)			\$ 2,329.45			\$ 122,329.45	\$ 140,000.00	\$ 140,000.00
B. General Fund	\$ -	\$ -	\$ -	\$ 20,000.00			\$ 2,484.30			\$ 22,484.30	\$ -	\$ -
Total Cash Match (e)	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00	\$ -	\$ -	\$ -	\$ 4,813.75	\$ -	\$ -	\$ 144,813.75	\$ 140,000.00	\$ 140,000.00
Agency Match (In-Kind)												
Salaries by Position (include benefits):												
A.	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
B.	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Non-Personnel Match (in-kind):												
A.	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
B.	\$ -	\$ -	\$ -							\$ -	\$ -	\$ -
Total In-Kind Match (f)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Measure A Award Operating (g)	\$ 90,885.00	\$ 76,100.00	\$ 77,875.00					\$ 52,500.00	\$ 47,100.00	\$ 90,885.00	\$ 128,600.00	\$ 124,975.00
Measure A Award Capital (h)	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Award	\$ 90,885.00	\$ 76,100.00	\$ 77,875.00	\$ -	\$ -	\$ -	\$ -	\$ 52,500.00	\$ 47,100.00	\$ 90,885.00	\$ 128,600.00	\$ 124,975.00
TOTAL REVENUES (e+f+g+h)	\$ 230,885.00	\$ 216,100.00	\$ 217,875.00	\$ -	\$ -	\$ -	\$ 4,813.75	\$ 52,500.00	\$ 47,100.00	\$ 235,698.75	\$ 268,600.00	\$ 264,975.00
Delta Expenses - Revenues	\$ -	\$ -	\$ -									