



TIME/DATE:

## MEETING AGENDA

9:30 a.m. / Wednesday, May 14, 2025

LOCATION:

**BOARD ROOM**

**County of Riverside Administrative Center**

**4080 Lemon Street, First Floor, Riverside 92501**

TELECONFERENCE  
SITES:

**COUNCIL CHAMBER CONFERENCE ROOM**

**City of Palm Desert**

**73510 Fred Waring Drive, Palm Desert 92260**

**LARGE CONFERENCE ROOM**

**French Valley Airport**

**37600 Sky Canyon Drive, Murrieta 92563**

## COMMISSIONERS

**Chair** – Karen Spiegel

**Vice Chair** – Raymond Gregory

**Second Vice Chair** – Jeremy Smith

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

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

*Comments are welcomed by the Commission. If you wish to provide comments to the Commission, please complete and submit a Speaker Card to the Clerk of the Board.*



# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

[www.rctc.org](http://www.rctc.org)

## **MEETING AGENDA\***

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

**9:30 a.m.**

**Wednesday, May 14, 2025**

**Board Room**

**County of Riverside Administrative Center**

**4080 Lemon Street, First Floor, Riverside, CA 92501**

## **TELECONFERENCE SITES**

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**LARGE CONFERENCE ROOM**

***French Valley Airport***

***37600 Sky Canyon Drive, Murrieta, CA 92563***

This meeting is being conducted in person as well as via teleconference. Please visit <https://rivco.org/constituent-speaking-request> to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at [lmobley@rctc.org](mailto:lmobley@rctc.org) prior to May 13, 2025, and your comments will be made part of the official record of proceedings.

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

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

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

### **2. ROLL CALL**

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

### **4. PUBLIC COMMENTS –** *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three-minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious.*

*Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

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

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

6. **PUBLIC HEARING – PROPOSED BUDGET FOR FISCAL YEAR 2025/26**

**Page 1**

**Overview**

This item is for the Commission to:

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

7. **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.*

7A. **APPROVAL OF MINUTES – APRIL 9, 2025**

**Page 34**

7B. **SINGLE SIGNATURE AUTHORITY REPORT**

**Page 52**

**Overview**

This item is for the Commission to:

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



**7C. MONTHLY INVESTMENT REPORT**

***Page 54***

***Overview***

This item is for the Commission to:

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

**7D. STATE AND FEDERAL LEGISLATIVE UPDATE**

***Page 57***

***Overview***

This item is for the Commission to:

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

**7E. AMENDMENT TO AGREEMENT WITH RAILPROS, INC. TO PROVIDE ON-CALL RAILROAD FLAGGING SERVICES FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S CAPITAL PROJECTS AND METROLINK STATION MAINTENANCE ACTIVITIES**

***Page 62***

***Overview***

This item is for the Commission to:

- 1) Approve Agreement No. 23-31-061-02, Amendment No. 2 to Agreement No. 23-31-061-00 with RailPros, Inc., (RailPros) to provide on-call railroad flagging services for Riverside County Transportation Commission's current and future capital projects and station maintenance activities within the right of way owned or operated by Burlington Northern Santa Fe (BNSF), Union Pacific (UP) and Southern California Regional Rail Authority (SCRRA), for an additional amount of \$2,000,000, and a total amount not to exceed \$4,400,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement and optional two-year term on behalf of the Commission.

**7F. INTERSTATE 15 SMART FREEWAY PILOT PROJECT MAINTENANCE SERVICES AGREEMENT WITH ITERIS, INC.**

***Page 68***

***Overview***

This item is for the Commission to:

- 1) Award Agreement No. 24-31-093-00 to Iteris, Inc. for maintenance services during pilot period in the amount of \$1,372,550, plus a contingency amount of \$137,255 for a total amount not to exceed \$1,509,805;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project.

**7G. AMENDMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION TRAFFIC AND REVENUE STUDIES**

***Page 126***

***Overview***

This item is for the Commission to:

- 1) Approve Agreement No. 15-31-048-14, Amendment No. 14 to Agreement No. 15-31-048 with Stantec Consulting Services, Inc. (Stantec) to provide Traffic and Revenue (T&R) studies and financing support for the Interstate 15 Express Lanes Project Southern Extension (15 ELPSE) for an additional amount of \$820,000, and a total amount not to exceed \$5,678,040; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission.

**7H. 2025 TITLE VI PROGRAM REPORT UPDATE FOR THE FEDERAL TRANSIT ADMINISTRATION**

***Page 135***

***Overview***

This item is for the Commission to:

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

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

*Page 202*

***Overview***

This item is for the Commission to:

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

**9. METROLINK UPDATE**

***Overview***

This item is for the Commission to:

- 1) Receive and file an Metrolink Update presented by Darren Kettle, Metrolink's Chief Executive Officer.

**10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA**

**11. EXECUTIVE DIRECTOR REPORT**

**12. COMMISSIONER COMMENTS**

***Overview***

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

**13. ADJOURNMENT**

The next Commission meeting is scheduled to be held on **Wednesday, June 11, 2025.**

**AGENDA ITEM 6**

**PUBLIC HEARING**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	May 14, 2025
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Sergio Vidal, Chief Financial Officer Michele Cisneros, Deputy Director of Finance Daniel Hernandez, Financial Budget Manager
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Proposed Budget for Fiscal Year 2025/26

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

This item is for the Commission to:

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

**BACKGROUND INFORMATION:**

In accordance with Section 7(A) of the Riverside County Transportation Commission (RCTC) administrative code, an annual budget is required to be considered and subsequently adopted annually by June 15 after holding public hearings.

The initial step in the development of the proposed FY 2025/26 budget is the Commission's Policy Goals and Objectives which were approved by the Commission on March 12. The next step in the annual budget development process is the consideration of the Executive Summary, which represents the core elements and funding priorities of the proposed budget, along with the opening of the public hearing during the May Commission meeting.

The long-term policy goals that support the Commission's objectives considered during the preparation of the budget relate to promoting quality of life; achieving operational excellence; connecting the economy; being a responsible partner; and maintaining fiscal accountability. Staff completed the initial budget preparation process culminating with the attached Executive Summary (Attachment 1) for the proposed FY 2025/26 Budget. A public hearing to allow for public comment on the proposed budget is required prior to the adoption of the proposed budget. Accordingly, staff recommends the Commission open the public hearing on May 14 through June 11, followed by adoption of the proposed FY 2025/26 Budget.

The Commission's budget is primarily project-driven and includes service-driven enterprise operations such as Interstate 15 and State Route 91 Express Lanes. As a project-driven agency, the Commission accumulates funds or reserves over multiple fiscal years for specific projects and programs, resulting in the flexibility to adjust project development or programs in the event of an economic downturn.

The proposed FY 2025/26 Budget (Attachment 1-Table 18) anticipates that total uses will exceed sources by approximately \$155.9 million. Similar to prior years, accumulated reserves will be utilized for projects such as:

- Transit operating and capital disbursements utilizing both Local Transportation Fund (LTF) and State Transit Assistance (STA) funds for transit operators, including Riverside Transit Agency, Sunline Transit Agency, Palo Verde Valley Transit Agency, and the four municipal operators in western Riverside County (i.e. cities of Banning, Beaumont, Corona, and Riverside).
- Transit and Intercity Rail Capital Program (TIRCP) - SB 125 funding, including capital allocations to the transit operators and grade separation projects such as city of Banning-Hargrave Avenue, city of Beaumont-Pennsylvania Avenue, city of Corona-McKinley Street, and County of Riverside-Broadway Street.
- Regional Arterial projects funded by both Transportation Uniform Mitigation Fees (TUMF) and Measure A regional arterial (MARA) funds (Western County and Coachella Valley), such as SR-79 Realignment and County of Riverside-Jurupa Avenue grade separation.
- Mid County Parkway Projects.
- Capital projects and station maintenance and rehabilitation.

Furthermore, Tables 18-20 (Attachment 1) provides a summary of budgeted sources and uses from multiple perspectives (comparative, operating and capital, and fund type).

#### **FY 2025/26 Proposed Budget – Sources**

The proposed budget for FY 2025/26 reflects sources (revenues/transfers in - Table 2) at approximately \$1.25 billion, including transfers in, a 9 percent overall increase from the prior year revised budget. The break-out is as follows:

<b>FY 2025/26 – Proposed Budget (Sources)</b>	
Revenues	\$ 953,382,400
Transfers In	<u>298,363,700</u>
<b>Total Sources</b>	<b>\$1,251,746,100</b>

The increase in revenues is largely attributable to higher intergovernmental revenues related to local reimbursements for projects (e.g., SR-60/Potrero Boulevard Interchange Phase II and SR-79 Realignment), gains in investment income due to higher investment yields, and toll related revenue due to increased traffic demand within the corridors.

Measure A and Local Transportation Fund (LTF) revenues reflect revenue projections approved by the Commission in February 2025. Because of uncertain economic conditions associated with trade tension and geopolitical events, the Commission will maintain the conservative forecast for these sales tax revenues, remain fiscally prudent, and continue to monitor trends.

State Transit Assistance reflects projections provided by the State Controller's Office and is estimated to decline in comparison to the prior year's revised budget, signaling a reduction in the demand for diesel fuel.

The increase in transfers in is largely due to the repayment of the inter-fund loan from the 15 Express Lanes to Measure A (Western County) funds; transfers within the Enterprise funds to fund future repair and rehabilitation obligations for the 91 Express Lanes along with the anticipated surplus funding generated in the recently completed FY 2024/25.

The staff's estimate of total sources represents a cautiously optimistic outlook to the County's economic activity. Key trends to be monitored by staff impacting our estimates include the unemployment rate, interest, and inflation rates.

#### **FY 2025/26 Proposed Budget - Uses**

FY 2025/26 uses (expenditures/transfers out - Table 3) are estimated to be approximately \$1.40 billion, representing a six percent decrease from the prior year revised budget. The break-out is as follows:

<b>FY 2025/26 – Proposed Budget (Uses)</b>	
Expenditures/Expenses	\$1,109,266,700
<u>Transfers Out</u>	<u>\$ 298,363,700</u>
<b>Total Uses</b>	<b>\$1,407,630,400</b>

The decrease is largely related to reductions in the following categories: Capital Highway, Rail, and Regional Arterials; Debt Service; and Public and Specialized Transit, offset by increases in Management Services, Rail Maintenance and Operations, and Toll Operations.

The decrease in Capital Highway, Rail, and Regional Arterials is primarily attributed to project activity winding down or nearing completion in the upcoming fiscal year for the following projects: 71/91 Connector, Smart Freeways, and various grade separation projects.

The decrease in debt service is attributed to the Transportation Infrastructure Finance Innovation Act (TIFIA) Loan pay off for the 15 Express Lanes in October 2024 which is a one-time event, and no other Commission existing debt is anticipated to be extinguished in the upcoming fiscal year. The decrease in Public and Specialized Transit budgeted expenditures is due to a reduction in the anticipated operating and capital allocation needs by transit operators, including SB 125 transit capital projects.



Increases in Management Services are largely due to funding for the Commission approved Traffic Relief Plan (TRP) and related outreach; increases in risk and insurance management costs, along with an increased funding transfer for debt service payments related to the Commission's existing Measure A Sales Tax debt.

Increases in Rail Maintenance and Operations are largely due to the Coachella Valley Rail (CV Rail) project.

As noted above, the increase to Toll Operations is due to enhanced funding for surplus projects for each Express Lanes such as:

#### **91 Express Lanes**

- 15/91 Express Lanes Connector
- 91 Eastbound Corridor Operations Project
- 15/91 Express Lanes Transit Connector

#### **I-15 Express Lanes**

- I-15 Express Lanes-Southern Extension

Furthermore, increases in Toll Operations also include transfers out for repayment of the inter-fund loan between the I-15 Express Lanes and Measure A (Western County) funds along with funding for anticipated future repair and rehabilitation (\$20 million) and projected surplus for FY 2024/25.

Since the Commission is primarily project-driven, total personnel costs (salaries and benefits) represent less than two percent of the overall budgeted expenditure. The Commission's personnel costs are allocated agency-wide between various programs such as Public and Specialized Transit, Toll Operations, Regional Conservation, and directly to various projects. Furthermore, administrative salaries and benefits subject to the Measure A ordinance total 0.62 percent of projected Measure A revenue for the upcoming fiscal year, meeting the 1 percent maximum threshold.

As approved by the Executive Committee on March 12, 2025, budgeted personnel costs also reflect the following changes for the upcoming fiscal year:

#### **Changes in Personnel Costs - FY 2025/26:**

- The 1.0 full-time equivalent (FTE) position increase is related to the recruitment of an additional Planning and Programming Manager;
- Reclassification and salary adjustments of one FTE (Human Resources Specialist);
- Four (4) percent pool for performance merit-based salary increases; and  
Three (3) percent annual salary range cost of living adjustment (COLA). COLA only applies to the Commission's salary range structure and is not automatically applied to the current employees' salaries. The COLA adjustment is based on the percent change to the

Consumer Price Index (CPI) – covering Riverside, CA for the 12-month period ending December 31, rounded to the nearest half a percent, with a maximum adjustment of 4 percent. This is based on Commission policy. The CPI for the All-Urban Wage Earners, covering Riverside, CA for the most recent 12-month period ending December 31, 2024, was 2.6 percent. In accordance with the Commission’s previous action, CPI was rounded to 3 percent and applied to the Commission’s salary range structure for FY 2025/26.

With the FY 2025/26 Budget, the Commission will continue to move forward current capital projects to construction, thereby providing a stimulus to the local economy. Significant capital projects budgets by phase include:

**Engineering:**

- **Highway**
  - 91 Eastbound Corridor Operations Project
  - 15/91 Express Lanes Transit Connector
  - SR-79 Realignment
  - I-10 Toll Feasibility
- **Regional Arterial**
  - I-15/Franklin Interchange
  - Riverside County Cajalco Road Widening
- **Rail**
  - Coachella Valley Rail Project
  - Perris Valley Line Double Track
  - Perris - Mead Valley Station
- **Public and Specialized Transit**
  - SB 125 Formula Funding - Grade Separation
    - City of Banning - Hargrave Avenue
    - City of Beaumont - Pennsylvania Avenue
    - County of Riverside – Broadway Street

**Construction:**

- **Highway**
  - 71/91 Connector
  - Mid County Parkway projects
  - Smart Freeways
- **Regional Arterial**
  - SR-60/Potrero Boulevard
  - Menifee Bundy Canyon Road Scott Road Widening
- **Rail**
  - Perris Valley Line Station Layover Facility
- **Public and Specialized Transit**
  - SB 125 Formula Funding - Grade Separation
    - City of Corona-McKinley Street

- County of Riverside-Jurupa Avenue

**Design-Build:**

- **Highway**
  - I-15 Express Lanes - Southern Extension

**Right of Way and Land:**

- **Highway**
  - Mid County Parkway projects
- **Regional Arterial**
  - Various Western County MARA and TUMF regional arterial projects

**Other major capital projects:**

- Pass-through funding for Measure A local streets and roads

Table 21 in the executive summary presents a complete summary of highway, regional arterial, rail, and regional conservation program projects.

A summary of the proposed FY 2025/26 Budget is as follows:

	<b><u>Proposed FY 2025/26</u></b>
	<b><u>Budget</u></b>
<b>Revenues and other financing sources:</b>	
Measure A	\$ 262,000,000
Local Transportation Funds	148,000,000
Intergovernmental (i.e., federal, state, and local)	286,300,200
Transportation Uniform Mitigation Funds	30,000,000
State Transit Assistance	33,882,500
Tolls, penalties, and fees	147,857,700
Other revenues	949,900
Investment income	44,392,100
Transfers in	298,363,700
<b>Total revenues and other financing sources</b>	<b>1,251,746,100</b>
<b>Expenditures and other financing uses:</b>	
Personnel salaries and benefits	20,963,400
Professional services and Support costs	56,312,800
Projects and operations	926,937,100
Capital outlay	8,132,200
Debt service (principal and interest)	96,921,200
Transfers out	298,363,700
<b>Total expenditures and other financing uses</b>	<b>1,407,630,400</b>
<b>Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses</b>	<b>(155,884,300)</b>
<b>Beginning fund balance (projected)</b>	<b>1,805,547,000</b>
<b>Ending fund balance (projected)</b>	<b>\$ 1,649,662,700</b>

At its June 11 Commission meeting, staff will present the entire budget document with detailed narratives and the FY 2025/26 salary schedule.

Attachment: Executive Summary for the Proposed FY 2025/26 Budget

*Approved by the Budget and Implementation Committee on April 28, 2025*

In Favor: 11 Abstain: 0 No: 0



# EXECUTIVE SUMMARY

## INTRODUCTION

The budget for Fiscal Year (FY) 2025/26 is presented to the Board of Commissioners (Board) and the residents of Riverside County. The budget outlines the projects and programs the Commission plans to undertake during the year and appropriates expenditures to accomplish these tasks. The budget also shows the funding sources and fund balances for these projects and programs. This document serves as the Commission's monetary guideline for the fiscal year. To provide the reader a better understanding of the projects and programs, staff included descriptive information regarding each department and major programs and projects. This budget is presented based on the best available economic information. The Board and staff will continuously monitor, assess, and re-prioritize the budgeted revenues and expenditures as necessary. The discussion in each department includes a review of accomplishments, major initiatives, and key assumptions.

## POLICY GOALS AND OBJECTIVES

As approved at its March 12, 2025 meeting, the Commission is driven by four core mission statements and underlying goals for the residents of Riverside County and the transportation system upon which they rely:

QUALITY OF LIFE	
RCTC is focused on improving life for the people of Riverside County and empowering them to live life at their pace.	
Choice	RCTC empowers the residents of Riverside County to choose how to safely and efficiently get to where they are going.
Environmental Stewardship	RCTC supports environmental protection by implementing sustainable practices for its capital projects, as well as designing and operating energy efficient water conserving facilities. As the managing agency of the Western Riverside County Regional Conservation Authority and a permittee of the Multiple Species Habitat Conservation Plan, RCTC protects open space for county residents and conserves habitat of threatened and endangered species.
Mobility	RCTC provides access, equity, and choice in transportation; RCTC is a multimodal mobility partner.
Equity	RCTC supports transportation services and projects that address inequities, especially those in rural, low income, and disadvantaged communities.
Access	RCTC projects and programs are the connection to employment, housing, schools, community institutions, parks, medical facilities, and shopping in the region, and should be equitably accessible to all communities served.
Goods Movement	RCTC facilitates the funding and delivery of projects that mitigate the impact of increased goods movement flow through Riverside County and advocates for a reasonable balance between the need to maintain the supply chain and to protect public health. RCTC identifies solutions to reduce truck congestion and community impacts from the flow of goods from nearby ports.
Public Engagement	RCTC is dedicated to engaging Riverside County residents through ongoing two-way public communication and outreach.

## OPERATIONAL EXCELLENCE

**RCTC is a responsible and conservative steward of taxpayer dollars.**

State of Good Repair	RCTC provides funding for road safety and maintenance within its residents' neighborhoods as well as sustainable practices to maintain its stations and facilities.
Promises Fulfilled	Projects are completed on-time and on-budget; RCTC delivers on its promises as a steward of Riverside County residents' investment.
Efficiency	RCTC operates in an efficient and cost-effective manner.
Innovation	RCTC seeks to implement innovative transportation solutions.
Information	RCTC seeks to provide timely, transparent, and easily accessible information to the public; ensuring residents receive prompt, dependable, and quality service.

## CONNECTING THE ECONOMY

**RCTC is a driver of economic growth in Riverside County.**

Workforce Mobility	RCTC improves the economy by creating a robust workforce-to-workplace system; RCTC fosters workforce development by improving transportation access from housing to employment and education centers.
Population Growth	Riverside County's population has quadrupled from 550,000 to nearly 2.5 million since 1976. RCTC has been responsible for anticipating and accommodating this growth while supporting the County's economy. RCTC is mindful of and strives to be responsive to each geographic area's unique needs.
Economic Impact	RCTC has invested over \$5.2 billion in the County's economy in both Measure A and toll revenues, which has a multiplier impact in terms of jobs and economic opportunity throughout Riverside County.

## RESPONSIBLE PARTNER

**RCTC partners with local, tribal, regional, and state governments to deliver transportation projects and programs.**

Streets and Roads	RCTC has invested over \$1.5 billion in local priorities for maintaining streets and roads and fixing potholes.
Transit	RCTC partners with transit operators to provide residents mobility choices, flexibility, intercity and inter-county connectivity, and access.
Active Transportation Facilities	RCTC continually improves its stations for better bicycle and pedestrian access and partners with agencies within the County to promote active transportation alternatives, including the building of regional trails and bicycle and pedestrian facilities in accordance with local general plans and active transportation plans.
Grants	RCTC is a steward of state and federal grants to leverage Measure A dollars and improve mobility for our communities.
Local Value of Measure A	RCTC invests Measure A dollars into projects and programs that benefit local communities throughout the County.
Partnerships	RCTC strives to form collaborative partnerships with key stakeholders in both the public and private sector to ensure support for projects and programs, relief from regulations, and to find solutions for shared challenges.

Staff used these core mission statements and goals to prepare this budget and develop the following short-term objectives to further guide the planning for the FY 2025/26 budget.

## **CAPITAL AND TOLL PROJECT DEVELOPMENT AND DELIVERY**

- Continue preliminary engineering, design, right of way acquisition, and/or construction of projects included in the Western County Highway Delivery Plan and development of those projects that improve operations of Metrolink commuter rail service.
- Continue as the lead agency for delivering the Coachella Valley Rail corridor (CV Rail corridor) project .
- Finalize Project Approval and Environmental Document (PA&ED) and begin preliminary design of the I-15 Express Lanes-Southern Extension (ELPSE) project.
- Commence Plans, Specifications, and Estimates (PS&E) and right of way acquisition for the SR-79 corridor project, segment 3.
- Commence construction of the Mid County Parkway (MCP) 3 project.
- Commence PS&E and right of way acquisition for the SR-91 Eastbound Corridor Operations (91 ECOP) project.
- Continue to support operations planning and design of projects led by other agencies.
- Continue as lead agency for partner agency projects, continue preliminary engineering of the I-10/Highland Springs Avenue Interchange project, continue environmental clearance, design, and construction efforts for the Santa Ana River Trail, continue final design and begin construction on the SR-60/Potrero Boulevard interchange phase II project, commence design of the I-15/Franklin interchange project, and commence development of project study reports for I-15/Wildomar Trail and I-15/Bundy Canyon Road interchanges.
- Consider opportunities to implement technology-based strategies, or smart freeway projects, to manage traffic, reduce congestion and pollution, increase safety, and improve the quality of commutes. Continue implementation of the Smart Freeway project on I-15 in Temecula.
- Maintain and enhance communication and collaboration with the California State Transportation Agency (CalSTA), California Transportation Commission (CTC), and California Department of Transportation (Caltrans) to improve the Commission's ability to deliver critical projects.
- Collaborate with local jurisdictions to implement Transportation Uniform Mitigation Fee (TUMF) regional arterial program projects and facilitate the delivery of eligible arterial improvements in western Riverside County (Western County).
- Continue active engagement in state and federal efforts to streamline and modernize the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) to improve the Commission's ability to deliver critical projects.

## **OPERATIONS**

- Efficiently operate the 91 and 15 Express Lanes and achieve high customer satisfaction through reduction in congestion, mobility improvements, and management of demand.
- Efficiently and cost effectively operate the nine Commission owned and operated commuter rail stations and 91/Perris Valley Line (PVL) rail corridor to ensure reliable high quality commuter rail service.
- Efficiently provide motorist assistance services so that motorists can conveniently travel and use transportation facilities as safely as possible.

## **REGIONAL PROGRAMS**

- Proactively engage state and federal legislators and agencies to advance principles identified in the adopted Legislative Platform to ensure that the Commission receives due consideration for transportation projects and funding for key regional needs and mobility choice.
- Monitor transit trends and the associated economic, social, and public health factors that impact ridership and create barriers to transit growth.
- Continue to subsidize reliable and cost-effective Metrolink commuter rail service, operated by SCRRA, to and from Riverside County.
- Provide continued leadership in the planning and development for the CV Rail corridor.



- Support innovative programs that provide transit assistance in rural areas as well as for riders with specialized transit needs.
- Promote cost controls and operating efficiency for transit operators as well as supporting regional goals to reduce congestion and improve air quality and mobility options for all users.
- Maintain effective partnerships among commuters, employers, and government to increase the efficiency of our transportation system by encouraging and promoting telework and motorized and non-motorized transportation alternatives such as vanpools.

## MANAGEMENT SERVICES

- Maintain close communication with Commissioners and educate policy makers on all issues of importance to the Commission including Measure A and key Commission funding sources.
- Develop and execute a communication, public information, and community engagement strategy for the purposes of education, partnership building, information sharing, and customer service.
- Maintain administrative program delivery costs below the policy threshold of 4% of Measure A revenues; the FY 2025/26 Management Services budget is 2.00% of Measure A revenues.
- Maintain administrative salaries and benefits at less than 1% of Measure A revenues; the FY 2025/26 administrative salaries and benefits is 0.62% of Measure A revenues.
- Maintain prudent cash reserves to provide for unplanned expenditures or economic downturns.
- Continue communicating current and anticipated financial performance for RCTC issued debt financings ensuring the corresponding rating is achieved and issued by the applicable rating agencies.
- Establish and maintain revenues and related reserves generated from toll operations to be available for debt service in accordance with toll supported debt agreements, maintenance, repair and rehabilitation, administration, operations, and capital projects within the corridor.

## LINKING COMMISSION AND DEPARTMENTAL MISSION STATEMENTS

The following matrix (Table 1) illustrates the linkage of the Commission's core mission statements described in this section to the individual departmental mission statements included in each department's section.

**TABLE 1 – RELATIONSHIP BETWEEN COMMISSION AND DEPARTMENTAL MISSION STATEMENTS**

Department	Quality of Life	Operational Excellence	Connecting the Economy	Responsible Partner
<b>Management Services</b>				
Executive Management	X	X	X	X
Administration		X		
External Affairs	X	X	X	X
Finance		X		
<b>Regional Programs</b>				
Planning and Programming	X	X	X	X
Rail Maintenance and Operations	X	X	X	X
Public and Specialized Transit	X	X	X	X
Commuter Assistance	X	X	X	X
Motorist Assistance	X	X	X	X
Regional Conservation	X	X	X	X
Capital Project Development and Delivery	X	X	X	X
Toll Operations	X	X	X	X

## BUDGET OVERVIEW

The FY 2025/26 budget includes revenues of \$953,382,400 and transfers in of \$298,363,700 for total sources of \$1,251,746,100 (Table 2). The FY 2025/26 budget includes expenditures/expenses of \$1,109,266,700 and transfers out of \$298,363,700 for total uses of \$1,407,630,400 (Table 3).

The upcoming FY 2025/26 budget anticipates utilizing \$155,884,300 in fund balance reserves. Specifically, the use of fund balance is projected to fund multi-year projects as follows: Regional Arterial projects funded by both Transportation Uniform Mitigation Fees (TUMF) and Measure A regional arterial funds (Western county and Coachella Valley; Transit operating and capital disbursements utilizing both Local Transportation Funds (LTF) and State Transit Assistance (STA) funds; Mid County Parkway (MCP) projects; capital projects and station maintenance and rehabilitation (e.g., Mead Valley and Riverside Downtown stations); and programmed SB 125 transit capital and grade separation projects.

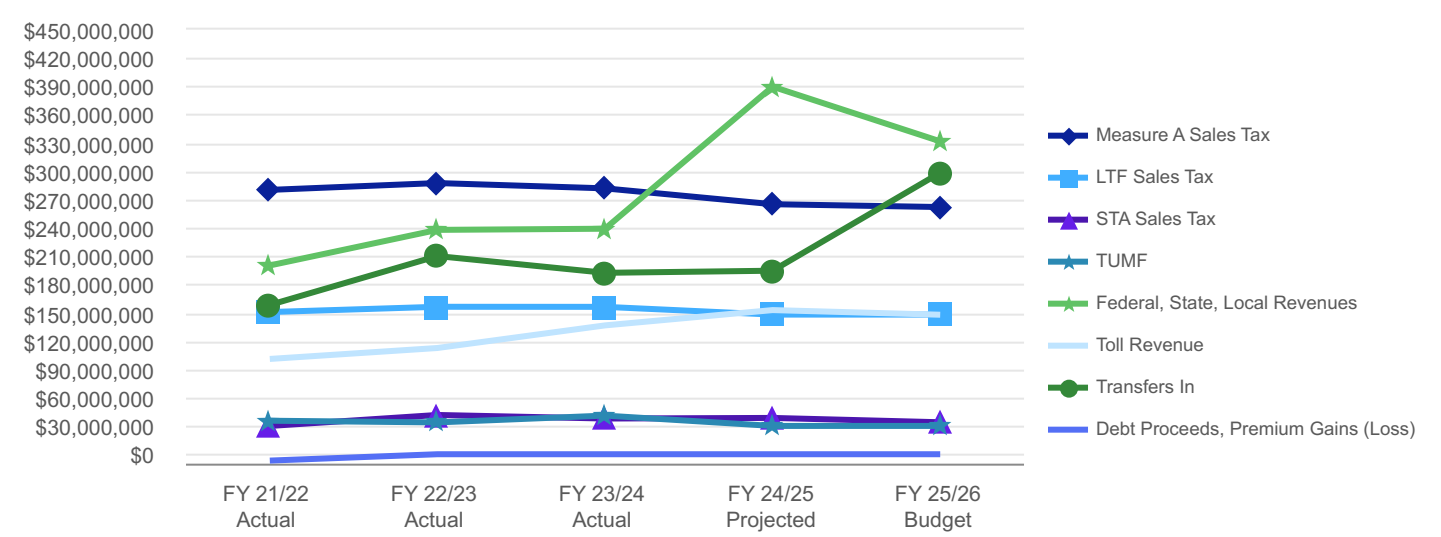
Total Sources (Table 2) are budgeted at \$1,251,746,100, a 9% increase over FY 2024/25 budget. The increase is a result of higher intergovernmental revenues related to the following projects: SR-79 realignment, MCP #3, Smart Freeway, 15 Express Lanes — Southern Extension, eastbound 91 Express Lanes to McKinley Avenue, eastbound 91 Express Lanes corridor operations project (COP), Santa Ana River Trail, rail station rehabilitation, Coachella Valley rail station planning and development, I-10 Highland Springs interchange, I-15/Franklin Street interchange, I-15 Bundy Canyon Road interchange, I-15 Wildomar Trail interchange, SR-60/Potrero Boulevard interchange phase II, and SB 125 projects, offset by a decrease in reimbursements for the SR-71/91 interchange project due to the near completion of the project; increase in Toll, Penalties, and Fees for the RCTC 91 Express Lanes and 15 Express Lanes due to continued out-performance of traffic and revenue expectations; and anticipated investment income due to projected higher investment yields and cash balances. Total sources are comprised of revenues of \$953,382,400 and transfers in of \$298,363,700.

**TABLE 2 – SOURCES FY 2024-2026**

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Measure A Sales Tax	\$	281,794,700	\$ 265,000,000	\$ 265,000,000	\$ 262,000,000	\$ (3,000,000)	-1%
LTF Sales Tax		156,212,500	148,000,000	148,000,000	148,000,000	–	0%
STA Sales Tax		37,842,500	38,916,600	38,480,400	33,882,500	(5,034,100)	-13%
Intergovernmental		162,910,700	277,348,300	325,748,800	286,300,200	8,951,900	3%
TUMF Revenue		40,959,800	29,610,000	30,000,000	30,000,000	390,000	1%
Tolls, Penalties, and Fees		136,556,800	119,373,000	152,776,700	147,857,700	28,484,700	24%
Other Revenue		1,352,800	767,500	4,799,000	949,900	182,400	24%
Investment Income		74,755,400	33,880,600	59,031,400	44,392,100	10,511,500	31%
Contribution		–	9,000,000	11,727,300	–	(9,000,000)	-100%
Transfers In		192,278,300	224,429,100	194,510,400	298,363,700	73,934,600	33%
<b>TOTAL Sources</b>	<b>\$</b>	<b>1,084,663,500</b>	<b>\$ 1,146,325,100</b>	<b>\$ 1,230,074,000</b>	<b>\$ 1,251,746,100</b>	<b>\$ 105,421,000</b>	<b>9%</b>

Riverside County has specific competitive advantages over nearby coastal counties (Los Angeles, Orange, and San Diego), including housing that is more available and affordable, as well as plentiful commercial real estate and land available for development at lower costs. Riverside County's economy is benefiting from employment gains that are a function of the County's ability to attract businesses with lower commercial rents and a skilled labor force. Population migration to the Inland Empire (i.e., Riverside and San Bernardino counties) occurred due to these employment opportunities and a lower cost of living compared to the coastal counties. Stability in the local labor and housing markets have contributed to sales tax revenue stability as noted on Chart 3.

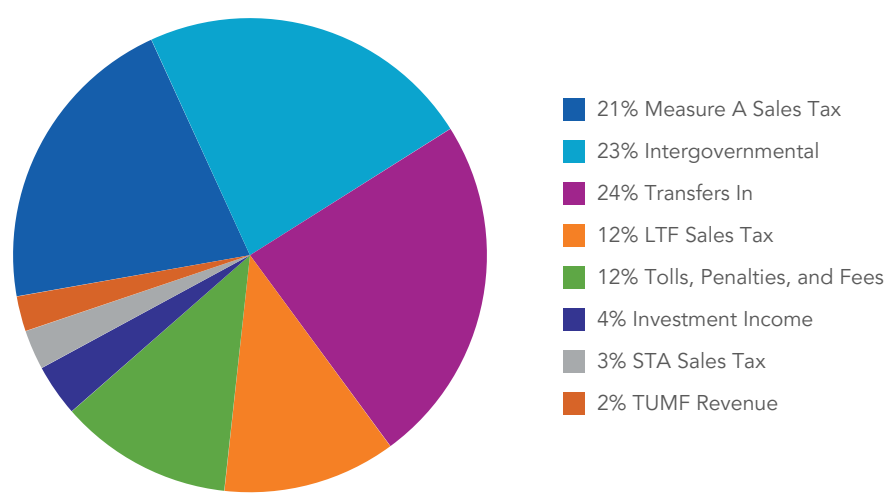
CHART 3 – SOURCES: FIVE-YEAR TREND



Regardless of current and future economic conditions, the Commission faces formidable ongoing challenges in providing needed infrastructure enhancements to support a population and an economy that has outgrown the capacity of its existing infrastructure. The foundation of the regional economy continues to retain many of the fundamental positive attributes that fueled its earlier growth, including more affordable real estate with proximity to coastal communities, a large pool of skilled workers, and increasing wealth and education levels.

While the Commission’s primary revenues are the Measure A and LTF sales taxes, other revenues and financing sources are required to fund the Commission’s programs and projects as illustrated in Chart 4. The Commission receives Measure A and LTF sales tax revenues from the California Department of Tax and Fee Administration (CDTFA).

CHART 4 – SOURCES: MAJOR CATEGORIES



After considering the state of the local economy, staff projects Measure A sales tax revenues of \$262,000,000 for FY 2025/26. This is 1% decrease from the FY 2024/25 projection of \$265,000,000. Generally, the Commission reassesses its sales tax revenue projections at midyear based on the economy and revenue trends; however, the Commission anticipates more frequent reviews throughout FY 2025/26 as other key economic indicators become known such as the region’s inflation and unemployment rate, along with impacts (if any) resulting from macro economic factors which affect the local economy.

On behalf of the County, the Commission administers the LTF for public transportation needs, local streets and roads, and bicycle and pedestrian facilities. The majority of LTF funding received by the County and available for allocation is distributed to all public transit operators in the County. The Commission receives allocations for administration, planning, and programming in addition to funding for Western County rail operations included in the commuter rail Short Range Transit Plan (SRTP). LTF sales tax revenue is budgeted at \$148,000,000, and remains unchanged from the FY 2024/25 \$148,000,000 projection.

A statewide sales tax on motor vehicle diesel fuel generates STA funds, which the State Controller allocates by formula to the Commission for allocations to the County's public transit operators. SB 1 provides additional STA revenues, including State of Good Repair (SGR) funds for transit maintenance, rehabilitation, and capital projects. The FY 2025/26 STA/SGR allocations, based on recent State estimates, is \$33,882,500.

Intergovernmental revenues include reimbursement revenues from federal sources of \$82,643,100, state sources of \$116,380,100, and local agencies of \$87,277,000 for highway and rail capital projects, rail operations and station maintenance, commuter assistance, and motorist assistance programs as well as planning and programming activities. The increase of 3% in FY 2025/26 compared to the FY 2024/25 budget is related to state reimbursements primarily related to the MCP projects, SR-60/Potrero Boulevard interchange phase II project, south Perris station layover facility expansion, and SB 125 grade separation and transit projects. Other state reimbursements will fund Regional Early Action Plan (REAP 2.0), Freeway Service Patrol (FSP), Service Authority for Freeway Emergencies (SAFE), and station rehabilitation and improvement projects. Federal reimbursements provide funding for the I-15 Express Lanes — Southern Extension, 91 ECOP, MCP, Smart Freeways, CV Rail planning and station development, and station rehabilitation and improvement projects. Local reimbursements will fund the 91 ECOP, 91 Express Lanes eastbound to McKinley project, SR-79 project, Santa Ana River Trail Extension, SR-60/Potrero Boulevard interchange phase II project, I-15/Franklin Street interchange project, I-15 Bundy Canyon Road interchange, I-15 Wildomar trail interchange, continued funding for prior year approved regional arterial projects, rideshare services, and regional conservation. Reimbursement revenues vary from year to year depending on project activities and funding levels.

Based on an amended Memorandum of Understanding (MOU) with the WRCOG, the Commission receives 45.7% of TUMF revenues (as updated by the most recent Nexus study). TUMF represents fees assessed on new residential and commercial development in Western County. The Commission projects FY 2025/26 TUMF fees at \$30,000,000.

Toll, Penalties, and Fees are anticipated to increase \$28,484,700 or 24% percent in the FY 2025/26 budget when compared to the FY 2024/25 revised budget. The increase is due to both the SR-91 and I-15 Express Lanes exceeding expectations from a revenue perspective following increased traffic within the corridors.

FY 2024/25 marked the eighth complete fiscal year of toll operations for the RCTC 91 Express Lanes following substantial completion of the 91 Project in March 2017. Since opening and through February 2020, the RCTC 91 Express Lanes traffic and toll revenues surpassed initial 2013 financing assumptions and an updated Riverside County 91 Express Lanes Extension Investment Grade Traffic and Revenue Study approved by the Commission in December 2018. The Commission estimates FY 2025/26 toll revenues, penalties and fees of \$94,751,000, a decrease from the FY 2024/25 projected revenues of \$99,748,300, due to the implementation of dynamic pricing. However, the FY 2025/26 increase from the FY 2024/25 budget by \$14,057,000 is due to increased traffic within the corridor.

FY 2024/25 marked the fourth full year of toll operations for the 15 Express Lanes following substantial completion of the I-15 Express Lanes project and opening of the 15 Express Lanes in April 2021. For FY 2025/26, the Commission projects \$53,106,700 in toll revenues, penalties and fees for the 15 Express Lanes and reflects an increase from the FY 2024/25 projected revenues of \$53,028,400. The FY 2025/26 budget is an increase from the FY 2024/25 budget by \$14,427,700 due largely to higher congestion within the southern corridor of the enterprise.

Other revenue of \$949,900 includes property management generated from properties acquired in connection with various highway and rail properties.

The Commission anticipates a 31% increase in FY 2025/26 investment income from the FY 2024/25 budget due to higher investment yields and cash balances. The FY 2025/26 budget conservatively estimates investment income at a 3% investment yield.

Contributions in FY 2025/26 reflects an 100% decrease when compared to FY 2024/25, related to the one-time payment of the I-15 Express Lanes initial Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan which was paid off in October 2024. Specifically, FY 2024/25 Contributions resulted from a loan and accrued interest funded by Measure A and payable by the I-15 Express Lanes, as required by TIFIA, which was waived in connection with pay off of I-15 TIFIA Loan.

Transfers in of \$298,363,700 primarily relate to the transfer of Transit funding (funded by LTF and STA) for general administration, planning and programming, rail operations, and rail station rehabilitation and development projects; approved interfund allocations for specific projects and administrative cost allocations; Inter-fund loan repayment by the I-15 Express Lanes to Western County Measure A funds; and debt service requirements from highway, new corridors, and TUMF CETAP funds.

Total uses (Table 3), including transfers out of \$298,363,700, are budgeted at \$1,407,630,400 a 6% decrease from the prior year budget amount of \$1,501,201,400. Program expenditures and transfers out totaling \$1,268,564,100 represent 90% of total budgeted uses in FY 2025/26. Program costs increased 6% from \$1,197,081,800 in FY 2024/25 due to projects and programs identified below.

**TABLE 3 – USES FY 2024-2026**

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Capital Highway, Rail, and Regional Arterials	\$ 362,601,100	\$ 556,960,000	\$ 359,301,600	\$ 507,961,300	\$ (48,998,700)	-9%
Capital Local Streets and Roads	85,026,800	79,969,200	80,117,000	78,891,900	(1,077,300)	-1%
Commuter Assistance	3,622,900	7,846,200	4,703,200	8,017,600	171,400	2%
Debt Service	91,416,000	272,686,800	272,673,400	96,921,200	(175,765,600)	-64%
Management Services	20,583,800	31,432,800	23,519,700	42,145,100	10,712,300	34%
Motorist Assistance	4,942,400	6,655,500	5,285,800	7,648,500	993,000	15%
Planning and Programming	11,073,100	23,731,300	16,064,000	23,221,600	(509,700)	-2%
Public and Specialized Transit	172,821,800	388,793,100	225,685,500	365,881,900	(22,911,200)	-6%
Rail Maintenance and Operations	32,545,700	66,935,300	50,032,800	76,285,200	9,349,900	14%
Regional Conservation	8,863,200	14,213,700	10,907,300	13,441,500	(772,200)	-5%
Toll Operations	65,714,100	51,977,500	39,682,900	187,214,600	135,237,100	260%
<b>TOTAL Uses</b>	<b>\$ 859,210,900</b>	<b>\$ 1,501,201,400</b>	<b>\$ 1,087,973,200</b>	<b>\$ 1,407,630,400</b>	<b>\$ (93,571,000)</b>	<b>-6%</b>

*Note: Management Services includes Executive Management, Administration, External Affairs, and Finance.*

Capital highway, rail, and regional arterials budgeted uses of \$507,961,300 are 9% lower compared to the FY 2024/25 budget due to decreases in project activities related to the 71/91 Connector, SR-60 Truck Lanes, and Smart Freeways projects. Additionally the 15/91 Express Lanes connector and I-15 Express Lanes — southern extension projects that have been moved to the Toll Operations program effective FY 2025/26; offset by increases in project activity for the SR-79 project activities, MCP, Western County 2009 Measure A and TUMF regional arterial projects, and rail station development and rehabilitation projects.

Local streets and roads expenditures of \$78,891,900 reflect a decrease of \$1,077,300 over the FY 2024/25 budget and represent the disbursement of 2009 Measure A sales tax revenues to local jurisdictions for the construction, repair, and maintenance of local streets and roads.

Commuter assistance budgeted expenditures of \$8,017,600 are 2% higher than the FY 2024/25 budget due to launching of a new transit trainer program and potential strategic Transportation Demand Management (TDM) Plan.

Debt service of \$96,921,200 is less than the FY 2024/25 budget due to the one-time pay off in October 2024 for the TIFIA Loan related to the 15 Express Lanes.

Management services expenditures of \$42,145,100 increased 34% due to county-wide transportation relief planning, increases in risk and insurance management, and a funding transfer for debt service payments related to the Commission's Measure A Sales Tax debt obligation.

Motorist assistance expenditures of \$7,648,500 increased 15% primarily due to anticipated FSP towing cost increases.

Planning and programming budgeted expenditures of \$23,221,600 decreased 2% due to decreased projects and operation activities in connection with LTF disbursements for planning and programming, and special studies related to REAP 2.0 and toll lanes.

Public and specialized transit budgeted expenditures of \$365,881,900 are 6% lower than the FY 2024/25 budget due to anticipated operating and capital allocation needs by transit operators, including SB 125 transit capital projects. The FY 2025/26 budget reflects SB 125 funding for engineering in the amount of \$21,800,000, construction of \$45,000,000, and right of way of \$231,000 approved through an amendment to the Budget Act of 2023, which provided formula Transit and Intercity Rail Capital Program (TIRCP) and Zero-Emission Transit Capital Program (ZETCP) to funding agencies such as the Commission. TIRCP funds are eligible for transit operations and capital improvements as well as other grade separations. ZETCP funds are only available to public transit operators eligible to receive STA funds.

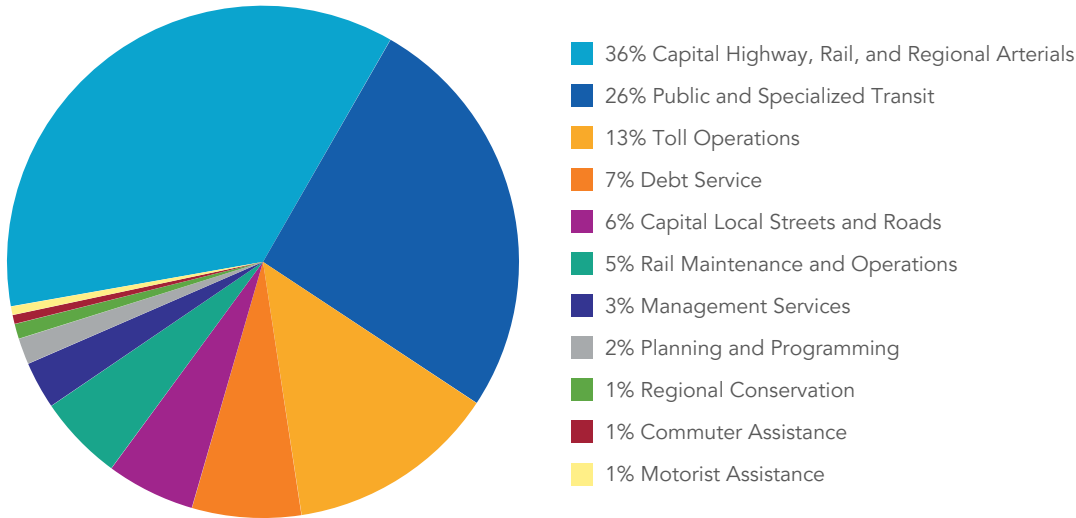
The rail maintenance and operations budgeted expenditures of \$76,285,200 are 14% higher than the FY 2024/25 budget due to CV Rail service development plan, rail station security guards, maintenance and repairs, utilities, and a transfer to rail operations for the Metrolink Perris Valley line from Measure A.

Regional conservation budgeted expenditures of \$13,441,500 reflects a fourth full year serving as the managing agency for the RCA. FY 2025/26 reflects an decrease of \$772,200 or 5% due to monitoring and management contracts. RCA will reimburse the Commission 100% of the costs incurred to manage the RCA.

Toll operations expenses are budgeted at \$187,214,600 reflects a 260% increase when compared to the FY 2024/25 Budget primarily due to the following operating transfers: SR-91 Express Lanes transfers for projected surplus for FY 2024/25 and required repair and rehabilitation (R&R) funding; I-15 Express Lanes transfers for repayment of the inter-fund loan to Measure A in connection with the pay off of the TIFIA Loan. Other cost increases are related to management of operations, maintenance, and capital support of the RCTC 91 Express Lanes and 15 Express Lanes. The increase is also related to the inclusion of the 15/91 Express Lanes Connector and I-15 Express Lanes Southern Extension project from the Measure A Western County highway fund. Professional costs increased \$4,128,500 related to the 91 Express Lanes Toll Feasibility project, 91 Express Lanes pavement rehabilitation, and traffic and revenue study for the 15 Express Lanes project Southern Extension. Projects and operations increased 108% due to program management, engineering, right of way, and design build expenses for the 91 ECOP, 15/91 Express Lanes Connector, 15/91 Express Transit Connector, 91 Express Lanes pavement rehabilitation, 91 Express Lanes roadway repair and rehabilitation, and 15 Express Lanes Southern Extension project. Capital outlay increased \$1,182,000 for office and property improvements.

Chart 5 is an illustration of total uses included in the FY 2025/26 budget by major categories.

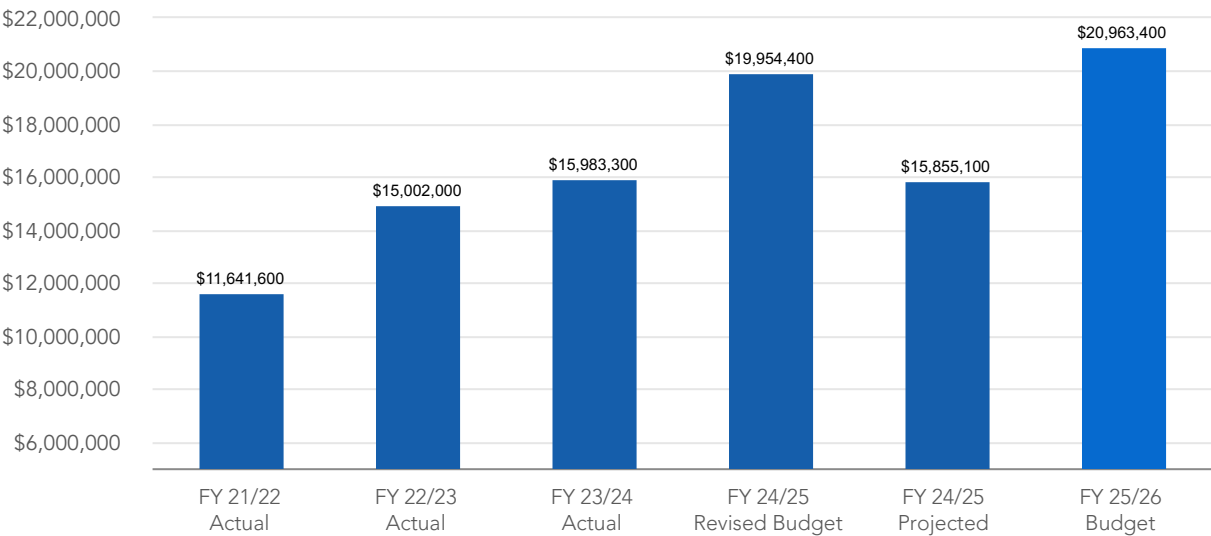
**CHART 5 – USES: MAJOR CATEGORIES**



COMMISSION PERSONNEL

The Commission’s salaries and benefits total \$20,963,400 for FY 2025/26. This represents an increase of \$1,009,000 or 5% over the FY 2024/25 budget of \$19,954,400 (Chart 6). The increase is reflective of a 1.0 full-time equivalent (FTE) position related to the addition of a Planning and Programming Manager; reclassification and salary adjustments of one FTE for the Human Resources Specialist from a Human Resources Assistant; a 4% pool for performance merit-based salary increases; and a 3% annual salary range structure cost of living adjustment (COLA). The COLA only applies to the to the Commission’s salary range structure and is not automatically applied to the current employees’ salaries. In June 2019, the Board approved the COLA will be predicated on the percent change in the Consumer Price Index (CPI) – All Urban Wage Earners, covering Riverside, CA for the 12-month period ending December 31, rounded to the nearest half percent, with a maximum adjustment of 4%. The COLA will be equal to the CPI, but no less than 0% and no greater than 4%. The CPI for the All Urban Wage Earners, covering Riverside, CA for the 12-month period ending December 31, 2024 was 2.6%. In accordance with the Board’s action, CPI was rounded up to 3% and applied to the Commission’s salary range structure for FY 2025/26. Significant variances in prior years (Chart 6) are primarily due to reorganization of the toll program, the addition of three new positions, and a full year serving as the managing agency for the RCA in FY 2021/22; an increase to the Commission’s contribution to employee health benefits in FY 2022/23; a 4% pool for performance merit-based salary increases; and a 3% annual salary range structure COLA in FY 2023/24; and the addition of three new FTE positions, and the reclassification of four existing positions in FY 2024/25. The Commission’s salary schedule for FY 2025/26 is included in Appendix B and complies with Government Code §20636 “Compensation Earnable” and California Code of Register §570.5, “Requirements for a Publicly Available Pay Schedule.”

CHART 6 – SALARIES AND BENEFITS COST: FIVE-YEAR COMPARISON

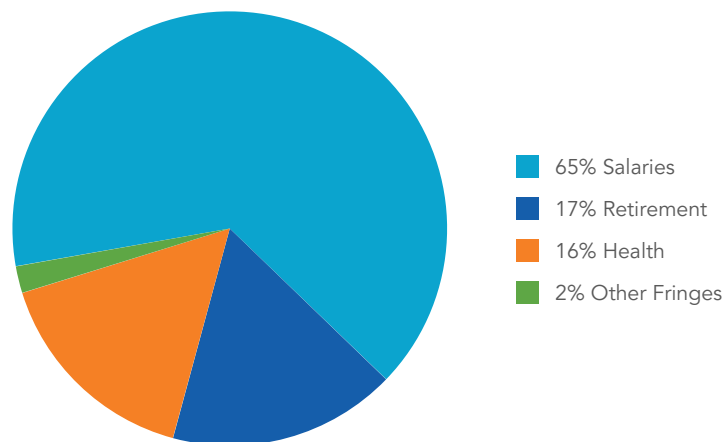


The 85 FTE positions included in the FY 2025/26 budget (Table 4) reflects an increase of one FTE for a Planning and Programming Manager and the reclassification of one FTE for the Human Resources Specialist from a Human Resources Assistant from the FY 2024/25 budget. Management continues its commitment with its intent for the Commission’s enabling legislation requiring a lean organization. The Commission will continue providing staff the tools needed to ensure an efficient and productive work environment. However, small should not be viewed in an absolute context; it is relative to the required tasks and the demands to be met.

**TABLE 4 – FULL-TIME EQUIVALENTS BY DEPARTMENT FY FY 2024 - 2026**

	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Executive Management	0.6	0.9	2.1
Administration	7.8	11.3	10.2
External Affairs	4.0	4.1	3.6
Finance	12.9	11.1	11.5
Planning and Programming	5.8	6.4	6.3
Rail Maintenance and Operations	3.9	4.5	4.7
Public and Specialized Transit	2.8	3.0	3.3
Commuter Assistance	1.4	1.2	1.4
Motorist Assistance	0.8	1.2	1.0
Regional Conservation	16.9	17.6	16.7
Capital Project Development and Delivery	12.4	13.7	12.1
Toll Operations	7.7	9.0	12.1
<b>TOTAL</b>	<b>77.0</b>	<b>84.0</b>	<b>85.0</b>

The Commission provides a comprehensive package of benefits to employees. The package includes health, dental, vision, life insurance, short and long-term disability, workers' compensation, tuition assistance, sick and vacation leave, retirement benefits in the form of participation in CalPERS, postretirement health care, deferred compensation, and employee assistance program. Chart 7 illustrates the compensation components.

**CHART 7 – PERSONNEL SALARIES AND BENEFITS**

## DEPARTMENT INITIATIVES

Staff prepared each department's budget based on key assumptions, accomplishments in FY 2024/25, major initiatives for FY 2025/26, and department goals and related objectives. Tables 5 through 16 present the key initiatives and summary of expenditures/expenses for each department. The department budgets section contains detailed discussions about each department.



## EXECUTIVE MANAGEMENT

- Continue project development and delivery as the key Measure A priority.
- Foster growth in usage of express lanes and ensure their optimal financial performance.
- Continue planning efforts to advance passenger rail service in the CV Rail corridor.
- Advocate for state and federal investments in transportation to fund needed transportation priorities in the County and stimulate the local economy.
- Maintain regional cooperation and collaboration as a significant effort consistent with the philosophy and mission of the Commission.
- Support a comprehensive digital, in-person, and community-based public outreach program to build awareness of the Commission and its role in the community.
- Maintain an effective mid-sized transportation agency with dedicated staff.

**TABLE 5 – EXECUTIVE MANAGEMENT**

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	611,000	\$ 622,700	\$ 622,200	\$ 690,800	\$ 68,100	11%
Professional		73,700	2,300,000	200,000	3,220,000	920,000	40%
Support		85,000	231,400	183,800	637,600	406,200	176%
TOTAL	\$	769,700	\$ 3,154,100	\$ 1,006,000	\$ 4,548,400	\$ 1,394,300	44%

## ADMINISTRATION

- Provide high quality support services to the Commission and to internal and external customers.
- Maintain an accurate and efficient electronic records management system.
- Provide timely communications and high-quality support services to Commissioners.
- Update technology to improve internal processes and interaction with the public.
- Support and develop a motivated workforce with a framework of activities and practices that comply with employment laws and regulations.
- Manage a centralized procurements process in order to strengthen controls and ensure consistency in the application of procurement policies and procedures and adherence to applicable laws and regulations.
- Support outreach activities to encourage disadvantaged business enterprise (DBE) and small business enterprise (SBE) participation in various contracts.

**TABLE 6 – ADMINISTRATION**

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	1,203,900	\$ 2,051,300	\$ 1,766,600	\$ 1,990,300	\$ (61,000)	-3%
Professional		1,162,400	2,208,000	1,838,900	2,320,000	112,000	5%
Support		1,109,400	3,956,600	2,984,300	4,055,800	99,200	3%
Capital Outlay		53,500	2,150,000	880,000	1,300,000	(850,000)	-40%
TOTAL	\$	3,529,200	\$ 10,365,900	\$ 7,469,800	\$ 9,666,100	\$ (699,800)	-7%

## EXTERNAL AFFAIRS

- Develop effective partnerships with transportation providers and community stakeholders to communicate a unified message to Congress, State Legislature, and to other state and federal officials regarding mobility and transportation funding needs.
- Advocate on behalf of Riverside County's interests and local authority associated with the planning, programming, and delivery of transportation improvements, especially as it relates to the State's continued incorporation of competing priorities, ranging from climate goals to housing goals, into transportation policies and funding programs.
- Advocate policy positions in the State Legislature and in Congress that advance the County's transportation interests.
- Continue a leadership role in formulating a countywide direction on federal and state transportation policies.
- Use latest platforms to support a robust public communication and engagement effort focusing on accessible and transparent communication of the Commission's projects and programs.
- Engage with and seek understanding of the Riverside County's community-based stakeholders to build trust and gain support to inform the decision-making process.
- Build awareness and support for the RCA and the implementation of the MSHCP.

**TABLE 7 – EXTERNAL AFFAIRS**

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	824,700	\$ 955,400	\$ 955,300	\$ 850,800	\$ (104,600)	-11%
Professional		532,700	950,500	797,000	976,300	25,800	3%
Support		44,500	286,500	113,100	307,800	21,300	7%
<b>TOTAL</b>	\$	<b>1,401,900</b>	<b>\$ 2,192,400</b>	<b>\$ 1,865,400</b>	<b>\$ 2,134,900</b>	<b>\$ (57,500)</b>	<b>-3%</b>

## FINANCE

- Proactively monitor, assess, manage, and minimize financial impacts on the Commission's programs and projects to the maximum extent possible.
- Continue appropriate uses of long- and short-term financing to advance the Commission's 2009 Measure A projects.
- Provide support to the RCTC 91 Express Lanes and 15 Express Lanes toll operations contractor back offices to ensure the proper accounting of toll revenues and operations and maintenance costs.
- Keep abreast of Governmental Accounting Standards Board (GASB) technical activities affecting the Commission's accounting and financial reporting activities and implement new pronouncements.
- Upgrade the Enterprise Resource Planning (ERP) system to benefit all staff in the management of accounting and project information to facilitate automation of a paperless workflow system.
- Continue software implementations and updates that enhance process improvements and streamline efficiencies.
- Protect the Commission's cash resources by regular monitoring of short and long-term investment practices to ensure consistency with Commission approved investment policy.

**TABLE 8 – FINANCE**

		<b>FY 23/24 Actual</b>	<b>FY 24/25 Revised Budget</b>	<b>FY 24/25 Projected</b>	<b>FY 25/26 Budget</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Personnel	\$	2,195,100	\$ 2,080,700	\$ 1,589,000	\$ 2,400,500	\$ 319,800	15%
Professional		1,124,700	2,021,500	1,142,100	1,739,300	(282,200)	-14%
Support		1,496,700	466,600	350,800	530,700	64,100	14%
Capital Outlay		49,100	1,058,000	70,000	1,055,000	(3,000)	0%
Transfers Out		10,017,400	10,093,600	10,026,600	20,070,200	9,976,600	99%
<b>TOTAL</b>	<b>\$</b>	<b>14,883,000</b>	<b>\$ 15,720,400</b>	<b>\$ 13,178,500</b>	<b>\$ 25,795,700</b>	<b>\$ 10,075,300</b>	<b>64%</b>

**PLANNING AND PROGRAMMING**

- Monitor funding authority and responsibility related to the State Transportation Improvement Program (STIP).
- Ensure administration and implementation of STIP/Regional Improvement Program (RIP), Active Transportation Program (ATP), and other funded projects consistent with California Transportation Commission (CTC), Caltrans, and Southern California Association of Governments (SCAG) policies.
- Continue to strategically program projects for all local agencies countywide into the Federal Transportation Improvement Program (FTIP) and obligate funds in an expeditious manner for the maximum use of all available funding, including monitoring the use of such funding to prevent from lapsing.
- Monitor all projects programmed to receive 2009 Measure A, TUMF, state, and federal funds to ensure timely delivery and prevent funds from lapsing.
- Focus on interregional concerns and maintain effective working relationships involving various multi-county transportation issues.
- Coordinate planning efforts with regional and local agencies relating to the development of Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and greenhouse gas reduction (GHG) implementation guidelines.
- Administer the Bicycle and Pedestrian Facilities Program (SB 821).
- Monitor and track local, state, and federal funding sources in a customized database system including assisting in the administration of 2009 Measure A local streets and roads and LTF SB 821 programs.

**TABLE 9 – PLANNING AND PROGRAMMING**

		<b>FY 23/24 Actual</b>	<b>FY 24/25 Revised Budget</b>	<b>FY 24/25 Projected</b>	<b>FY 25/26 Budget</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Personnel	\$	1,571,500	\$ 1,687,300	\$ 917,800	\$ 1,706,800	\$ 19,500	1%
Professional		1,078,800	640,000	295,100	143,000	(497,000)	-78%
Support		476,300	117,500	63,800	57,900	(59,600)	-51%
Projects and Operations		7,265,000	18,085,600	13,329,500	18,839,700	754,100	4%
Capital Outlay		117,000	80,000	23,900	–	(80,000)	-100%
Transfers Out		564,500	3,120,900	1,433,900	2,474,200	(646,700)	-21%
<b>TOTAL</b>	<b>\$</b>	<b>11,073,100</b>	<b>\$ 23,731,300</b>	<b>\$ 16,064,000</b>	<b>\$ 23,221,600</b>	<b>\$ (509,700)</b>	<b>-2%</b>

## RAIL MAINTENANCE AND OPERATIONS

- As a member of the SCRRA, continue active participation in the governance and operations of the Metrolink commuter rail system.
- Continue the planning and implementation of capital improvements at the commuter rail stations in the County, including security and rehabilitation projects and meeting parking requirements.
- Continue to support and evaluate activities related to the PVL service, such as promoting ridership especially for weekend service.
- Establish the best approach to build, maintain, and operate cost effective and environmentally sustainable facilities that meet the public's transportation needs.
- Lead the service development process and actively coordinate with all stakeholders along the CV Rail corridor for intercity passenger rail service.
- Advance the next generation rail feasibility study to evaluate future growth opportunities for passenger rail in the County.

**TABLE 10 – RAIL MAINTENANCE AND OPERATIONS**

		<b>FY 23/24 Actual</b>	<b>FY 24/25 Revised Budget</b>	<b>FY 24/25 Projected</b>	<b>FY 25/26 Budget</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Personnel	\$	877,400	\$ 1,128,800	\$ 916,200	\$ 1,244,600	\$ 115,800	10%
Professional		428,600	926,600	656,200	6,123,500	5,196,900	561%
Support		2,624,000	3,771,100	3,343,900	3,888,800	117,700	3%
Projects and Operations		28,032,900	59,402,500	44,383,100	60,088,500	686,000	1%
Capital Outlay		30,800	60,000	8,000	10,000	(50,000)	-83%
Transfers Out		552,000	1,646,300	725,400	4,929,800	3,283,500	199%
<b>TOTAL</b>	<b>\$</b>	<b>32,545,700</b>	<b>\$ 66,935,300</b>	<b>\$ 50,032,800</b>	<b>\$ 76,285,200</b>	<b>\$ 9,349,900</b>	<b>14%</b>

## PUBLIC AND SPECIALIZED TRANSIT

- Coordinate the operation of all public transportation services, especially for disadvantaged communities and essential workers, within the County by promoting program efficiency between transit operators.
- Monitor and coordinate state and federal apportionment and regulations for operating and/or capital impacts with transit operators.
- Continue public transit operator oversight and fiduciary responsibilities to ensure completion of annual fiscal audits and state triennial performance audits in accordance with TDA regulations.
- Support innovative programs that provide transit assistance in hard to serve rural areas or for riders having very special transit needs and monitor funding of these programs.
- Continue long-range planning activities to ensure that anticipated revenues are in line with projected levels of service by transit operators.

**TABLE 11 – PUBLIC AND SPECIALIZED TRANSIT**

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	552,200	\$ 696,500	\$ 619,300	\$ 779,100	\$ 82,600	12%
Professional		218,300	3,222,100	836,600	1,482,600	(1,739,500)	-54%
Support		121,300	254,200	163,500	245,500	(8,700)	-3%
Projects and Operations		136,128,000	327,673,900	177,950,600	300,620,400	(27,053,500)	-8%
Capital Outlay		84,000	150,000	65,000	217,200	67,200	45%
Transfers Out		35,718,000	56,796,400	46,050,500	62,537,100	5,740,700	10%
<b>TOTAL</b>	<b>\$</b>	<b>172,821,800</b>	<b>\$ 388,793,100</b>	<b>\$ 225,685,500</b>	<b>\$ 365,881,900</b>	<b>\$ (22,911,200)</b>	<b>-6%</b>

**COMMUTER ASSISTANCE**

- Operate a comprehensive regional Commuter Assistance Program (CAP) promoting sustainable commuting options to reduce single-occupant vehicle use, vehicle trips, vehicle miles traveled (VMT), and emissions.
- Administer and grow the IE Commuter Program, in partnership with San Bernardino County Transportation Authority (SBCTA), to deliver rideshare services to Riverside and San Bernardino residents and regional employers.
- Operate and expand the VanClub program to subsidize vanpools, enhancing accessibility and affordability for both traditional work commuters and agricultural workers commuting to Riverside County worksites.
- Administer a Low Carbon Transit Operations Program (LCTOP) funded program offering free Metrolink passes for Riverside and San Bernardino residents to “Experience Metrolink” for both work and discretionary trips.
- Pilot a Transit Training Program concept designed to assist new or inexperienced public transit users by pairing them with seasoned commuters at a worksite (i.e., coworkers) or providing consultant led ride-a-longs for discretionary trips.
- Explore options to assess CAP and develop a strategic Transportation Demand Management (TDM) plan that will serve as a blueprint for a next generation TDM program and inform the next procurement for CAP consultant services.
- Administer the leased Park & Ride program to support CAP initiatives, providing convenient, multi-modal parking options that connect commuters to carpools, vanpools, and transit networks.

**TABLE 12 – COMMUTER ASSISTANCE**

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	301,400	\$ 317,200	\$ 316,100	\$ 338,600	\$ 21,400	7%
Professional		158,300	648,000	130,300	1,096,400	448,400	69%
Support		33,900	105,600	25,900	106,400	800	1%
Projects and Operations		2,951,500	6,432,100	3,955,000	6,106,100	(326,000)	-5%
Capital Outlay		–	–	–	10,000	10,000	N/A
Transfers Out		177,800	343,300	275,900	360,100	16,800	5%
<b>TOTAL</b>	<b>\$</b>	<b>3,622,900</b>	<b>\$ 7,846,200</b>	<b>\$ 4,703,200</b>	<b>\$ 8,017,600</b>	<b>\$ 171,400</b>	<b>2%</b>

## MOTORIST ASSISTANCE

- Operate a cost-effective Freeway Service Patrol program to assist stranded or disabled motorists on Riverside County's most congested highways, improving traffic flow and safety.
- Provide 24/7 access to real-time traffic updates, transportation resources, and services through the SoCal 511 regional traveler information platform in partnership with Los Angeles Metropolitan Authority (Metro), Orange County Transportation Authority (OCTA), SBCTA, and Ventura County Transportation Commission (VCTC).
- Operate transportation demand management programs and services in eastern Riverside County via the CAP, ensuring consistent and equitable service countywide.
- Conduct a forward-looking motorist aid study to explore innovative technologies and solutions that address current challenges and future needs.

**TABLE 13 – MOTORIST ASSISTANCE**

		FY 23/24 Actual		FY 24/25 Revised Budget		FY 24/25 Projected		FY 25/26 Budget		Dollar Change		Percent Change
Personnel	\$	105,700	\$	196,100	\$	122,600	\$	191,900	\$	(4,200)		-2%
Professional		165,000		268,000		172,500		305,000		37,000		14%
Support		107,100		213,500		106,100		196,700		(16,800)		-8%
Projects and Operations		4,329,100		5,291,500		4,547,200		6,272,300		980,800		19%
Capital Outlay		400		10,000		6,500		10,000		–		0%
Transfers Out		235,100		676,400		330,900		672,600		(3,800)		-1%
<b>TOTAL</b>	\$	<b>4,942,400</b>	\$	<b>6,655,500</b>	\$	<b>5,285,800</b>	\$	<b>7,648,500</b>	\$	<b>993,000</b>		<b>15%</b>

## REGIONAL CONSERVATION

- Maintain commitment to protecting sensitive habitat and ensuring open space is a key component in enhancing the quality of life for local residents.
- Enhance communications to stakeholders, members of the public, and elected officials to be transparent about the RCA's conservation efforts, funding, and collaboration opportunities.
- Build upon relationships with local, tribal, state, and federal agencies to acquire and manage lands purchased or controlled by the RCA.

**TABLE 14 – REGIONAL CONSERVATION**

		FY 23/24 Actual		FY 24/25 Revised Budget		FY 24/25 Projected		FY 25/26 Budget		Dollar Change		Percent Change
Personnel	\$	3,152,200	\$	3,994,100	\$	2,988,800	\$	3,825,300	\$	(168,800)		-4%
Professional		3,312,500		5,051,400		3,963,200		4,877,300		(174,100)		-3%
Support		393,300		624,300		553,400		712,000		87,700		14%
Projects and Operations		840,000		1,357,900		987,800		858,400		(499,500)		-37%
Capital Outlay		–		5,000		–		5,000		–		0%
Transfers Out		1,165,200		3,181,000		2,414,100		3,163,500		(17,500)		-1%
<b>TOTAL</b>	\$	<b>8,863,200</b>	\$	<b>14,213,700</b>	\$	<b>10,907,300</b>	\$	<b>13,441,500</b>	\$	<b>(772,200)</b>		<b>-5%</b>

## CAPITAL PROJECT DEVELOPMENT AND DELIVERY

- Continue 71/91 connector, SR-79 realignment, MCP, Smart Freeway projects, Perris Valley Line station layover facility, and rail station rehabilitation and improvements. Including projects on behalf of other agencies, including the I-15/Franklin Interchange, I-10/Highland Springs Road Interchange, SR-60/Potrero Boulevard Interchange Phase II, and I-15/Wildomar Trail and Bundy Canyon Interchanges projects.
- Procure an environmental consultant to commence pre-NEPA station feasibility study document for the Coachella Valley Rail corridor project.
- Commence construction of the South Perris Station Expansion and MCP 3 projects.
- Complete design of the Perris Valley Line Double Track project.
- Continue design and development led by other agencies related to the I-15 Express Lanes—Northern Extension.
- Provide 2009 Measure A funding to the incorporated cities and the County for local streets and roads maintenance, repair, and construction and to the Coachella Valley Association of Governments (CVAG) for highways and regional arterials.
- Provide TUMF regional arterial funding and support to local jurisdictions for regional arterial project engineering, right of way acquisition, and construction.
- Maintain a right of way acquisition and management program in support of capital projects and in the most cost-effective manner within project schedules, while adhering to federal and state regulations.
- Maintain and manage the access, use, safety, and security of Commission-owned properties including commuter rail stations, properties in acquisition process, and income-generating properties.
- Develop strategies to implement alternative financing structures including public express lanes.

**TABLE 15 – CAPITAL PROJECT DEVELOPMENT AND DELIVERY**

		FY 23/24 Actual		FY 24/25 Revised Budget		FY 24/25 Projected		FY 25/26 Budget		Dollar Change		Percent Change
Personnel	\$	2,830,000	\$	3,809,700	\$	3,021,600	\$	3,330,900	\$	(478,800)		-13%
Professional		3,076,700		6,288,800		4,831,500		3,888,200		(2,400,600)		-38%
Support		639,300		1,032,200		864,500		1,344,100		311,900		30%
Projects and Operations		325,693,500		477,855,600		297,124,600		478,772,300		916,700		0%
Capital Outlay		5,456,100		9,107,000		8,311,100		3,975,000		(5,132,000)		-56%
Debt Service		69,215,000		69,158,300		69,158,300		69,185,200		26,900		0%
Transfers Out		109,932,300		138,835,900		125,265,300		95,542,700		(43,293,200)		-31%
<b>TOTAL</b>	\$	<b>516,842,900</b>	\$	<b>706,087,500</b>	\$	<b>508,576,900</b>	\$	<b>656,038,400</b>	\$	<b>(50,049,100)</b>		<b>-7%</b>

## TOLL OPERATIONS

- Continue project work on the 91 ECOP, I-15 Express Lanes—Southern Extension, 15/91 Express Lanes Connector, 15/91 Express Lanes Transit Connector, 91 Express Lanes eastbound lane to McKinley Avenue.
- Manage the operations of the RCTC 91 Express Lanes and 15 Express Lanes adhering to the Commission's Express Lanes toll policies.
- Manage toll operations in an effective manner which provides superior customer service while achieving projected revenue and cost assumptions used in the financial plans specific to each express lane facility.
- Maintain the Express Lanes to provide a safe and pleasant experience to customers.
- Develop a long-term repair and rehabilitation plan for the express lanes and its operating systems.
- Provide timely and effective reporting of toll operation metrics including revenue, transactions, carpool usage, and performance indicators.

- Support the design and development led by other agencies related to the 241/91 Express Lanes connector and I-15 Express Lanes—Northern Extension.
- Participate in the California Toll Operators Committee (CTOC) to advance regional and statewide tolling initiatives, technology, interoperability, and coordination among California toll agencies.

**TABLE 16 – TOLL OPERATIONS**

		<b>FY 23/24 Actual</b>		<b>FY 24/25 Revised Budget</b>		<b>FY 24/25 Projected</b>		<b>FY 25/26 Budget</b>		<b>Dollar Change</b>	<b>Percent Change</b>
Personnel	\$	1,757,900	\$	2,414,600	\$	2,019,600	\$	3,613,800	\$	1,199,200	50%
Professional		1,340,500		2,656,600		1,808,900		6,785,100		4,128,500	155%
Support and Maintenance		8,000,100		10,164,300		8,403,800		11,272,800		1,108,500	11%
Projects and Operations		20,646,900		26,638,700		19,376,800		55,379,400		28,740,700	108%
Capital Outlay		52,700		368,000		86,000		1,550,000		1,182,000	321%
Debt Service		22,201,000		203,528,500		203,515,100		27,736,000		(175,792,500)	-86%
Transfers Out		33,916,000		9,735,300		7,987,800		108,613,500		98,878,200	1016%
<b>TOTAL</b>	\$	<b>87,915,100</b>	\$	<b>255,506,000</b>	\$	<b>243,198,000</b>	\$	<b>214,950,600</b>	\$	<b>(40,555,400)</b>	<b>-16%</b>



## FUND BALANCES

The projected total fund balance as of June 30, 2025 is \$1,805,547,000. The available amount for expenditures/expenses (excluding amounts restricted for debt service of \$14,164,800 and advances receivable of \$13,335,000) is \$1,778,047,200. After revenues of \$953,382,400, total funding available for the FY 2025/26 budget totals \$2,731,429,600. The Commission expects the FY 2025/26 budgeted activities to result in a \$155,884,300 decrease of total fund balance at June 30, 2026 to \$1,649,662,700. The primary cause of the decrease are project activities in FY 2025/26 related to the I-15 Express Lanes — Southern Extension, 91 eastbound COP, MCP, SR-79 projects, Smart Freeways, Coachella Valley Rail corridor, rail station rehabilitation and maintenance, Western County Measure A and TUMF regional arterial projects, and public transit allocations. Table 17 presents the components of the projected fund balance by program at June 30, 2026.

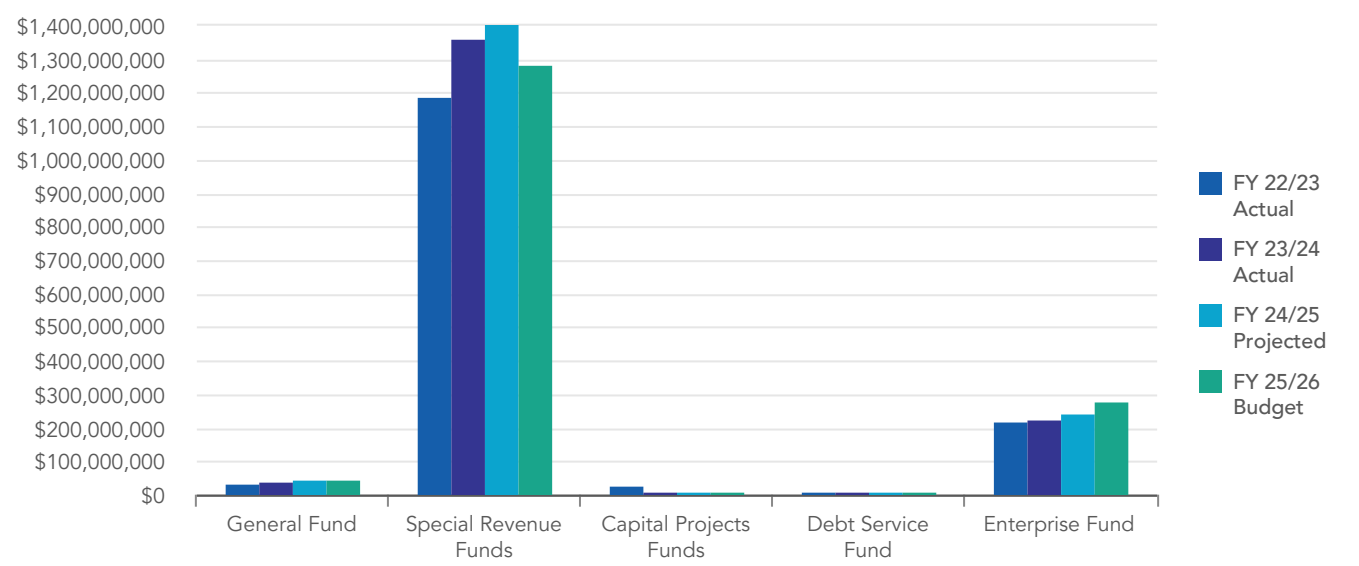
**TABLE 17 – PROJECTED FUND BALANCES BY FUND TYPE AND PROGRAM AT JUNE 30, 2026**

	Measure A Sales Tax				Other	Total
	Western County	Coachella Valley	Palo Verde			
Restricted:						
Bond Financing	\$ 68,663,200	\$ –	\$ –	\$ –	\$ 68,663,200	
Commuter Assistance	27,048,800	–	–	–	27,048,800	
Debt Service	–	–	–	14,589,800	14,589,800	
Economic Development	22,684,300	–	–	–	22,684,300	
Highways	97,121,100	28,687,200	–	18,724,600	144,532,900	
New Corridors	88,516,000	–	–	–	88,516,000	
Planning and Programming	–	–	–	4,645,700	4,645,700	
Public and Specialized Transit	27,727,700	1,162,600	–	680,371,900	709,262,200	
Rail	55,990,200	–	–	44,907,900	100,898,100	
CETAP	–	–	–	100,186,700	100,186,700	
Regional Conservation	–	–	–	51,600	51,600	
Regional Arterials	46,871,000	–	–	70,610,300	117,481,300	
Motorist Assistance	–	–	–	13,529,400	13,529,400	
Toll Operations	–	–	–	234,767,900	234,767,900	
Assigned:						
Management Services	–	–	–	2,804,800	2,804,800	
<b>TOTAL Fund Balance<sup>1</sup></b>	<b>\$ 434,622,300</b>	<b>\$ 29,849,800</b>	<b>\$ –</b>	<b>\$ 1,185,190,600</b>	<b>\$ 1,649,662,700</b>	

<sup>1</sup>Fund balance includes primarily current assets less current liabilities. Restricted fund balance may include limitations imposed by creditors (debt covenants, reserves), contributions, laws or regulations of other governments, and constraints imposed by law through constitutional provisions or through enabling legislation (TDA, SB 132, SB 125, FSP, SAFE, Toll Operations).

Chart 8 illustrates the actual and projected trends in fund balances for each governmental and enterprise fund type from FY 2022/23 through FY 2025/26.

CHART 8 – PROJECTED FUND BALANCE TRENDS BY FUND TYPE FY FY 2023 - 2026



## BUDGET SUMMARY

The overall budget for FY 2025/26 is presented in Table 18 by summarized line items, Table 19 by operating and capital classifications, and Table 20 by fund type. Highway, regional arterial, rail, and regional conservation program projects expenditures are summarized in Table 21.

**TABLE 18 – BUDGET COMPARATIVE BY SUMMARIZED LINE ITEM FY FY 2024 - 2026**

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
<b>Revenues</b>						
Measure A Sales Tax	\$ 281,794,700	\$ 265,000,000	\$ 265,000,000	\$ 262,000,000	\$ (3,000,000)	-1%
LTF Sales Tax	156,212,500	148,000,000	148,000,000	148,000,000	-	0%
STA Sales Tax	37,842,500	38,916,600	38,480,400	33,882,500	(5,034,100)	-13%
Federal Reimbursements	66,087,300	75,121,600	61,018,200	82,643,100	7,521,500	10%
State Reimbursements	70,357,500	128,027,600	233,020,600	116,380,100	(11,647,500)	-9%
Local Reimbursements	26,465,900	74,199,100	31,710,000	87,277,000	13,077,900	18%
TUMF Revenue	40,959,800	29,610,000	30,000,000	30,000,000	390,000	1%
Tolls, Penalties, and Fees	136,556,800	119,373,000	152,776,700	147,857,700	28,484,700	24%
Other Revenue	1,352,800	767,500	4,799,000	949,900	182,400	24%
Investment Income	74,755,400	33,880,600	59,031,400	44,392,100	10,511,500	31%
<b>TOTAL Revenues</b>	<b>892,385,200</b>	<b>912,896,000</b>	<b>1,023,836,300</b>	<b>953,382,400</b>	<b>40,486,400</b>	<b>4%</b>
<b>Expenditures/Expenses</b>						
Personnel Salaries and Benefits	15,983,300	19,954,400	15,855,100	20,963,400	1,009,000	5%
Professional and Support						
Professional Services	12,672,600	27,181,500	16,672,300	32,956,700	5,775,200	21%
Support Costs	15,131,000	21,223,800	17,156,900	23,356,100	2,132,300	10%
<b>TOTAL Professional and Support Costs</b>	<b>27,803,600</b>	<b>48,405,300</b>	<b>33,829,200</b>	<b>56,312,800</b>	<b>7,907,500</b>	<b>16%</b>
Projects and Operations						
Program Operations	39,191,900	55,225,500	50,620,400	53,266,800	(1,958,700)	-4%
Engineering	16,083,600	60,120,700	27,456,400	73,795,700	13,675,000	23%
Construction	110,873,200	258,200,000	118,932,100	296,772,900	38,572,900	15%
Design Build	23,868,700	19,143,000	4,214,400	12,719,100	(6,423,900)	-34%
Right of Way/Land	23,098,800	81,701,500	21,897,800	65,411,000	(16,290,500)	-20%
Operating and Capital Disbursements	161,704,400	328,846,900	218,888,500	278,980,900	(49,866,000)	-15%
Special Studies	4,435,800	9,531,000	9,528,000	7,098,800	(2,432,200)	-26%
Local Streets and Roads	85,026,800	79,969,200	80,117,000	78,891,900	(1,077,300)	-1%
Regional Arterials	61,603,700	30,000,000	30,000,000	60,000,000	30,000,000	100%
<b>TOTAL Projects and Operations</b>	<b>525,886,900</b>	<b>922,737,800</b>	<b>561,654,600</b>	<b>926,937,100</b>	<b>4,199,300</b>	<b>0%</b>
Debt Service						
Principal Payments	32,635,000	212,537,500	212,524,100	40,690,000	(171,847,500)	-81%
Interest Payments	58,781,000	60,149,300	60,149,300	56,231,200	(3,918,100)	-7%
<b>TOTAL Debt Service</b>	<b>91,416,000</b>	<b>272,686,800</b>	<b>272,673,400</b>	<b>96,921,200</b>	<b>(175,765,600)</b>	<b>-64%</b>
Capital Outlay	5,843,500	12,988,000	9,450,500	8,132,200	(4,855,800)	-37%
<b>TOTAL Expenditures/Expenses</b>	<b>666,933,300</b>	<b>1,276,772,300</b>	<b>893,462,800</b>	<b>1,109,266,700</b>	<b>(167,505,600)</b>	<b>-13%</b>
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	225,451,900	(363,876,300)	130,373,500	(155,884,300)	207,992,000	-57%
Other Financing Sources (Uses)						
Transfers In	192,278,300	224,429,100	194,510,400	298,363,700	73,934,600	33%
Transfers Out	(192,278,300)	(224,429,100)	(194,510,400)	(298,363,700)	(73,934,600)	33%
Contribution	-	9,000,000	11,727,300	-	(9,000,000)	-100%
<b>Net Financing Sources (Uses)</b>	<b>-</b>	<b>9,000,000</b>	<b>11,727,300</b>	<b>-</b>	<b>(9,000,000)</b>	<b>-100%</b>
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	225,451,900	(354,876,300)	142,100,800	(155,884,300)	198,992,000	-56%
Beginning Fund Balance	1,437,994,300	1,663,446,200	1,663,446,200	1,805,547,000	142,100,800	9%
<b>ENDING FUND BALANCE</b>	<b>\$ 1,663,446,200</b>	<b>\$ 1,308,569,900</b>	<b>\$ 1,805,547,000</b>	<b>\$ 1,649,662,700</b>	<b>\$ 341,092,800</b>	<b>26%</b>

**TABLE 19 – OPERATING AND CAPITAL BUDGET FY 2025/26**

	FY 25/26 Operating Budget	FY 25/26 Capital Budget	FY 25/26 TOTAL Budget
Revenues			
Measure A Sales Tax	\$ 36,127,000	\$ 225,873,000	\$ 262,000,000
LTF Sales Tax	148,000,000	–	148,000,000
STA Sales Tax	33,882,500	–	33,882,500
Federal Reimbursements	15,922,000	66,721,100	82,643,100
State Reimbursements	71,741,600	44,638,500	116,380,100
Local Reimbursements	31,134,800	56,142,200	87,277,000
TUMF Revenue	–	30,000,000	30,000,000
Tolls, Penalties, and Fees	–	147,857,700	147,857,700
Other Revenue	3,300	946,600	949,900
Investment Income	25,896,400	18,495,700	44,392,100
<b>TOTAL Revenues</b>	<b>362,707,600</b>	<b>590,674,800</b>	<b>953,382,400</b>
Expenditures/Expenses			
Personnel Salaries and Benefits	14,018,700	6,944,700	20,963,400
Professional and Support			
Professional Services	22,283,400	10,673,300	32,956,700
Support Costs	10,739,200	12,616,900	23,356,100
<b>TOTAL Professional and Support Costs</b>	<b>33,022,600</b>	<b>23,290,200</b>	<b>56,312,800</b>
Projects and Operations			
Program Operations	17,982,400	35,284,400	53,266,800
Engineering	32,284,000	41,511,700	73,795,700
Construction	54,525,000	242,247,900	296,772,900
Design Build	–	12,719,100	12,719,100
Right of Way and Land	5,076,000	60,335,000	65,411,000
Operating and Capital Disbursements	278,980,900	–	278,980,900
Special Studies	3,937,100	3,161,700	7,098,800
Local Streets and Roads	–	78,891,900	78,891,900
Regional Arterials	–	60,000,000	60,000,000
<b>TOTAL Projects and Operations</b>	<b>392,785,400</b>	<b>534,151,700</b>	<b>926,937,100</b>
Debt Service			
Principal Payments	–	40,690,000	40,690,000
Interest Payments	–	56,231,200	56,231,200
<b>TOTAL Debt Service</b>	<b>–</b>	<b>96,921,200</b>	<b>96,921,200</b>
Capital Outlay	2,607,200	5,525,000	8,132,200
<b>TOTAL Expenditures/Expenses</b>	<b>442,433,900</b>	<b>666,832,800</b>	<b>1,109,266,700</b>
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	(79,726,300)	(76,158,000)	(155,884,300)
Other Financing Sources (Uses)			
Transfers In	96,815,600	201,548,100	298,363,700
Transfers Out	(94,207,500)	(204,156,200)	(298,363,700)
<b>Net Financing Sources (Uses)</b>	<b>2,608,100</b>	<b>(2,608,100)</b>	<b>–</b>
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	(77,118,200)	(78,766,100)	(155,884,300)
Beginning Fund Balance	1,140,696,400	664,850,600	1,805,547,000
<b>ENDING FUND BALANCE</b>	<b>\$ 1,063,578,200</b>	<b>\$ 586,084,500</b>	<b>\$ 1,649,662,700</b>

**TABLE 20 – BUDGET BY FUND TYPE FY 2025/26**

	General Fund	Special Revenue	Capital Projects	Debt Service	Enterprise	TOTAL Budget
<b>Revenues</b>						
Measure A Sales Tax	\$ –	\$ 262,000,000	\$ –	\$ –	\$ –	\$ 262,000,000
LTF Sales Tax	–	148,000,000	–	–	–	148,000,000
STA Sales Tax	–	33,882,500	–	–	–	33,882,500
Federal Reimbursements	10,500,000	52,514,000	–	2,812,100	16,817,000	82,643,100
State Reimbursements	4,322,300	112,057,800	–	–	–	116,380,100
Local Reimbursements	2,000	77,886,000	–	–	9,389,000	87,277,000
TUMF Revenue	–	30,000,000	–	–	–	30,000,000
Tolls, Penalties, and Fees	–	–	–	–	147,857,700	147,857,700
Other Revenue	–	843,600	–	–	106,300	949,900
Investment Income	1,463,100	37,456,400	432,700	425,000	4,614,900	44,392,100
<b>TOTAL Revenues</b>	<b>16,287,400</b>	<b>754,640,300</b>	<b>432,700</b>	<b>3,237,100</b>	<b>178,784,900</b>	<b>953,382,400</b>
<b>Expenditures/Expenses</b>						
Personnel Salaries and Benefits	8,603,500	8,746,100	–	–	3,613,800	20,963,400
Professional and Support						
Professional Services	9,097,000	17,074,600	–	–	6,785,100	32,956,700
Support Costs	6,076,000	6,007,300	–	–	11,272,800	23,356,100
<b>TOTAL Professional and Support Costs</b>	<b>15,173,000</b>	<b>23,081,900</b>	<b>–</b>	<b>–</b>	<b>18,057,900</b>	<b>56,312,800</b>
<b>Projects and Operations</b>						
Program Operations	–	26,500,100	–	–	26,766,700	53,266,800
Engineering	–	62,954,500	–	–	10,841,200	73,795,700
Construction	–	292,518,400	–	–	4,254,500	296,772,900
Design Build	–	280,100	–	–	12,439,000	12,719,100
Right of Way/Land	–	65,141,000	–	–	270,000	65,411,000
Operating and Capital Disbursements	45,487,000	233,493,900	–	–	–	278,980,900
Special Studies	3,937,100	2,353,700	–	–	808,000	7,098,800
Local Streets and Roads	–	78,891,900	–	–	–	78,891,900
Regional Arterials	–	60,000,000	–	–	–	60,000,000
<b>TOTAL Projects and Operations</b>	<b>49,424,100</b>	<b>822,133,600</b>	<b>–</b>	<b>–</b>	<b>55,379,400</b>	<b>926,937,100</b>
<b>Debt Service</b>						
Principal Payments	–	–	–	35,815,000	4,875,000	40,690,000
Interest Payments	–	–	–	33,370,200	22,861,000	56,231,200
<b>TOTAL Debt Service</b>	<b>–</b>	<b>–</b>	<b>–</b>	<b>69,185,200</b>	<b>27,736,000</b>	<b>96,921,200</b>
Capital Outlay	2,572,200	4,010,000	–	–	1,550,000	8,132,200
<b>TOTAL Expenditures/Expenses</b>	<b>75,772,800</b>	<b>857,971,600</b>	<b>–</b>	<b>69,185,200</b>	<b>106,337,100</b>	<b>1,109,266,700</b>
Excess (deficiency) of Revenues over (under) Expenditures/ Expenses	(59,485,400)	(103,331,300)	432,700	(65,948,100)	72,447,800	(155,884,300)
<b>Other Financing Sources (Uses)</b>						
Transfers In	63,476,800	91,238,700	–	69,185,200	74,463,000	298,363,700
Transfers Out	(4,417,900)	(182,520,200)	–	(2,812,100)	(108,613,500)	(298,363,700)
<b>Net Financing Sources (Uses)</b>	<b>59,058,900</b>	<b>(91,281,500)</b>	<b>–</b>	<b>66,373,100</b>	<b>(34,150,500)</b>	<b>–</b>
Excess (deficiency) of Revenues over (under) Expenditures/ Expenses and Other Financing Sources (Uses)	(426,500)	(194,612,800)	432,700	425,000	38,297,300	(155,884,300)
Beginning Fund Balance	50,671,100	1,481,123,800	14,416,700	14,164,800	245,170,600	1,805,547,000
<b>ENDING FUND BALANCE</b>	<b>\$ 50,244,600</b>	<b>\$ 1,286,511,000</b>	<b>\$ 14,849,400</b>	<b>\$ 14,589,800</b>	<b>\$ 283,467,900</b>	<b>\$ 1,649,662,700</b>

**TABLE 21 – HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION PROGRAM PROJECTS FY 2025/26**

<b>Description</b>	
<b>HIGHWAY ENGINEERING</b>	
I-10 Toll Feasibility	\$ 3,000,000
15/91 Express Lanes Transit Connector	2,269,000
71/91 Connector	1,544,000
71/91 Habitat Mitigation and Monitoring	324,000
91 eastbound COP	5,506,000
91 Express Lanes roadway repair and rehabilitation	1,416,200
I-15 Express Lanes	133,000
I-15 Express Lanes — Southern Extension	1,650,000
MCP	30,000
MCP construction package	980,000
Riverside County — Santa Ana River Trail Extension (details presented in Section 3.2 Planning and Programming)	234,000
SR-74 corridor — Ethanac Road	155,000
SR-79 realignment	75,000
SR-79 segment 3 realignment	4,044,000
SR-79/I-10 study	320,000
SR-60 Trust Lanes Habitat Mitigation	128,000
<b>SUBTOTAL HIGHWAY ENGINEERING</b>	<b>21,808,200</b>
<b>REGIONAL ARTERIAL ENGINEERING</b>	
I-10/Highland Springs Avenue Interchange	600,000
Various Western County Measure A regional arterial (MARA) and TUMF regional arterial projects	12,448,000
<b>SUBTOTAL REGIONAL ARTERIAL ENGINEERING</b>	<b>13,048,000</b>
<b>RAIL ENGINEERING</b>	
Coachella Valley rail corridor — Tier II	10,250,000
Perris Valley Line double track	2,044,200
Perris Valley Line layover facility	242,300
Perris — Mead Valley Station	4,403,000
Riverside Downtown station grade crossing	200,000
<b>SUBTOTAL RAIL ENGINEERING</b>	<b>17,139,500</b>
<b>PUBLIC AND SPECIALIZED TRANSIT</b>	
SB 125 Formula Funds	21,800,000
<b>TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND PUBLIC AND SPECIALIZED TRANSIT ENGINEERING</b>	<b>\$ 73,795,700</b>
<b>HIGHWAY CONSTRUCTION</b>	
15/91 Express Lanes Connector	\$ 5,000
71/91 Connector	7,650,000
91 Express Lanes (details presented in Section 3.4 Toll Operations)	3,849,500
I-15 Express Lanes — Southern Extension	400,000
MCP construction package	67,030,000
Riverside County — Santa Ana River Trail (details presented in Sections 5.2 Planning and Programming and 5.3 Capital Projects)	9,525,000
Riverside Quite Zone	2,800,000
SR-60 Truck Lanes	753,000
Smart Freeways	8,477,000
General (details presented in Section 3.3 Capital Projects)	2,083,700
<b>SUBTOTAL HIGHWAY CONSTRUCTION</b>	<b>102,573,200</b>
<b>REGIONAL ARTERIAL CONSTRUCTION</b>	
Various Western County MARA and TUMF regional arterial projects	133,104,700
<b>SUBTOTAL REGIONAL ARTERIAL CONSTRUCTION</b>	<b>133,104,700</b>
<b>RAIL CONSTRUCTION</b>	
Perris Valley Line double track	175,000
Perris Valley Line station layover facility	14,520,000

**TABLE 21 – HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION PROGRAM PROJECTS  
FY 2025/26 (continued)**

Description	
Riverside Downtown station grade crossing	1,400,000
SUBTOTAL RAIL CONSTRUCTION	16,095,000
PUBLIC AND SPECIALIZED TRANSIT	
SB 125 Formula Funds	45,000,000
<b>TOTAL HIGHWAY, REGIONAL ARTERIAL, AND RAIL CONSTRUCTION</b>	<b>\$ 296,772,900</b>
HIGHWAY DESIGN-BUILD	
15/91 Express Lanes Connector	\$ 220,000
91 Express Lanes <i>(details presented in Section 3.4 Toll Operations)</i>	440,000
91 Project	10,000
I-15 Express Lanes — Northern Extension	270,100
I-15 Express Lanes — Southern Extension	11,779,000
<b>TOTAL HIGHWAY DESIGN-BUILD</b>	<b>\$ 12,719,100</b>
HIGHWAY RIGHT OF WAY AND LAND	
15/91 Express Lanes connector	\$ 20,000
71/91 Connector	150,000
91 eastbound COP	250,000
91 Project	2,020,000
McKinley Avenue grade separation	1,200,000
MCP	100,000
MCP I-215/Placentia Avenue Interchange	50,000
MCP Sweeney mitigation	170,000
MCP construction package	7,836,000
Riverside County — Santa Ana River Trail Extension <i>(details presented in Section 3.2 Planning and Programming)</i>	4,085,000
SR-60 Truck Lanes	30,000
General <i>(details presented in Section 3.3 Capital Projects)</i>	10,000
SUBTOTAL HIGHWAY RIGHT OF WAY AND LAND	15,921,000
REGIONAL ARTERIAL RIGHT OF WAY AND LAND	
I-10/Highland Springs Avenue Interchange	35,000
SR-79 realignment	100,000
Various Western County MARA and TUMF regional arterial projects	47,887,000
SUBTOTAL REGIONAL ARTERIAL RIGHT OF WAY AND LAND	48,022,000
RAIL RIGHT OF WAY AND LAND	
Perris Valley Line double track	91,000
Perris — Mead Valley Station	129,000
General	257,000
SUBTOTAL RAIL RIGHT OF WAY AND LAND	477,000
PUBLIC AND SPECIALIZED TRANSIT	
SB 125 Formula Funds	231,000
REGIONAL CONSERVATION RIGHT OF WAY AND LAND	
Regional Conservation acquisition consultant costs <i>(details presented in Section 3.2 Regional Conservation)</i>	760,000
<b>TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION RIGHT OF WAY AND LAND</b>	<b>\$ 65,411,000</b>
<b>GRAND TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION PROGRAMS</b>	<b>\$ 448,698,700</b>

# **AGENDA ITEM 7A**

## **MINUTES**





# ***RIVERSIDE COUNTY TRANSPORTATION COMMISSION***

## **MEETING MINUTES**

Wednesday, April 9, 2025

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

Chair Karen Spiegel announced there is a delay in calling the meeting to order due to some technical difficulties at one of the satellite locations. The Riverside County Transportation Commission was called to order by Chair Spiegel at 9:42 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501 and at the teleconference sites: Council Chamber Conference Room, City of Palm Desert, 73510 Fred Waring Drive, Palm Desert, California 92260, and the Large Conference Room, French Valley Airport, 37600 Sky Canyon Dr., Murrieta, California 92563.

### **2. ROLL CALL**

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

Brian Berkson  
Ulises Cabrera  
Chuck Conder  
Joseph DeConinck\*\*\*  
Denise Delgado\*\*\*  
Kathleen Fitzpatrick\*\*\*  
Sheri Flynn  
Raymond Gregory  
Yxstian Gutierrez  
Jan Harnik\*\*\*  
Bob Karwin  
Linda Krupa  
Bob Magee  
Lynn Mallotto\*\*\*  
Jose Medina  
Scott Matas\*\*\*

Linda Molina  
Joseph Morabito  
V. Manuel Perez\*\*\*  
Catalino Pining  
David Ready\*\*\*  
Dana Reed\*\*\*  
Jeremy Smith  
Karen Spiegel  
Jim Steiner  
James Stewart  
Fia Sullivan  
Valerie Vandever  
Michael M. Vargas  
Cindy Warren  
Lloyd White

#### **Commissioners Absent**

Waymond Fermon  
Clint Lorimore  
Chuck Washington

\*Joined after the meeting was called to order.

\*\*Joined the meeting at French Valley.

\*\*\*Joined the meeting at Palm Desert.

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

Commissioner Jim Steiner led the Commission in a flag salute.

**4. PUBLIC COMMENTS**

There were no requests to speak from the public.

**5. ADDITIONS / REVISIONS**

There were no additions or revisions to the agenda.

**6. CONSENT CALENDAR**

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

**6A. APPROVAL OF MINUTES – APRIL 12, 2025**

**6B. MONTHLY INVESTMENT REPORT**

- 1) Receive and file the Monthly Investment Report for the month ended February 28, 2025.

**6C. STATE AND FEDERAL LEGISLATIVE UPDATE**

- 1) Receive and file a state and federal legislative update; and
- 2) Adopt the following bill position:
  - a) AB 334 (Petrie-Norris)—Support.

**6D. AMENDMENT TO AGREEMENT FOR ON-CALL RIGHT OF WAY ENVIRONMENTAL SITE ASSESSMENT SERVICES**

- 1) Approve Agreement No. 22-31-068-01, Amendment No. 1 to Agreement No. 22-31-068-00, with Dudek for On-Call Right of Way (ROW) Environmental Site Assessments and Asbestos and Lead-Based Paint Surveys not to exceed \$200,000, and a total amount not to exceed \$550,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement.

**6E. UTILITY AGREEMENTS FOR MID COUNTY PARKWAY RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT – EASTERN MUNICIPAL WATER DISTRICT**

- 1) Approve Utility Agreement No. 25-72-56-00 to Eastern Municipal Water District (EMWD) for the 36-inch waterline relocation for Mid County

- Parkway Ramona Expressway Construction Contract 3 (MCP 3) Project in an amount not to exceed \$78,999;
- 2) Approve Utility Agreement No. 25-31-073-00 to EMWD for the 18-inch and 12-inch waterlines relocation for MCP 3 in an amount not to exceed \$472,000; and
  - 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

At this time, Commissioner Berkson left the meeting.

## **7. AGREEMENT NO. 25-31-044-00 FOR SOFTWARE AS A SERVICE WITH REPLICA FOR AGENCY WIDE USE**

Erik Galloway, Project Delivery Director, presented the agreement award for Replica for Software as a Service (SaaS) update, highlighting the following:

- Regional Transportation Planning
  - RCTC is the transportation planning agency for Riverside County
  - Develop long and short-range plans to deliver transportation projects
  - Planning for projects requires a suite of tools and resources
  - Projects require analysis to help inform feasibility
  - Technology is an important tool to support the Commission's work
- Technology provides efficiency
  - Software Purpose – Offers data drive searches, analysis, and queries for transportation planning, origin destination data, travel patterns, Average Annual Daily Traffic, VMT, and more
  - Web-Based Software - Enables efficient data-driven searches and analysis for transportation planning without the need for an individually installed program
  - Cost and Time Savings - Reduces reliance on consultants for data queries, saving time and money
  - Shared Access – Data is available to all Commission staff, member agencies, and consultants
  - No Installation Required - Easy access with no need for IT support
- Traffic and transportation modeling
  - Past
    - ✓ Physical Traffic Counts
  - Present/Future
    - ✓ Cameras, Sensors, Cell Phones, Connected Vehicles
  - Big Data
    - ✓ Location Based Services data
- Replica
  - Nationwide technology company with their Headquarters in Kansas City
  - Gather and Process the Big Data and present it in an easy-to-use platform

- Have over 200 government agencies as clients
- Support various project types including:
  - ✓ Active Transportation Planning
  - ✓ Model Calibration
  - ✓ Equity and Accessibility Analyses
  - ✓ Grant-Application Writing
  - ✓ Infrastructure Planning (TRP support)
  - ✓ Community Outreach
  - ✓ Road Network and Public Transit Network Design
  - ✓ VMT Reporting and Monitoring
  - ✓ Multi-modal Travel Trend Monitoring
- Sole source
  - Procurement Process
    - ✓ Unsolicited Proposal
    - ✓ Other platform review
  - Other platforms reviewed
  - Reasons for recommending Replica
    - ✓ Agency wide access to software platform
    - ✓ Ability to allow access to Commission consultants
    - ✓ Ability to use data across all projects
    - ✓ Data provided for the whole state of California and Nevada
    - ✓ Easy-to-use web-based platform with ability to perform queries on various data
- SaaS agreement
  - The agreement will allow unlimited users
  - Web based application no need to install on Commission network
  - Ability to share access with Commission Consultants and member agencies
  - Seasonal data including consumer spend and merchant transaction data
  - Access to reference datasets including land uses, census geographics, network links, transit routes and stops
  - Access to various Replica applications including:
    - ✓ TMC Explorer – signalized intersection data
    - ✓ Transit Demand and Equity Score
    - ✓ Network VMT calculator
    - ✓ Gate Origin Destination Analyzer
  - Three Year Term
- Committee meeting questions and answers
  - During the Committee meeting a number of great questions were asked in regard to this software and proposed agreement. These questions included:
    - ✓ How will this benefit the Commission and Cities?
    - ✓ Isn't this a replication of data others already have?
    - ✓ Will member agencies have access?

Erik Galloway noted that Ben Peabody with Replica is here today, and he has on the phone Logan Mormando from the Corporate Office in Kansas City.

Chair Spiegel asked if it was Kansas City, Missouri or Kansas City, Kansas.

Erik Galloway replied that it is Kansas City, Kansas.

Chair Spiegel stated that Kansas City, Missouri has over 500,000 people and Kansas City, Kansas, is only 150,000 people. She is from Missouri, so it makes a difference.

Commissioner Cindy Warren thanked Erik Galloway for addressing the Budget and Implementation Committee Members' concerns and their questions, it was very well done, and the presentation was excellent. She asked with access to their cities they had also discussed a workshop to help them navigate that and if that would be in the plan.

Erik Galloway replied yes, when they identify with the cities who want to have access there will be some paperwork the city has to sign off on accepting the terms and conditions, but then staff can set up training scenarios and there are a lot of online classes they can also use.

Commissioner Lloyd White thanked Erik Galloway for the presentation and clarified there is no pass-through licensing to Environmental Systems Research Institute, Inc. (ESRI).

Erik Galloway replied no, what they are stating in the agreement is they just need to have the cities, and their consultants make sure they comply by signing the terms and conditions of the agreement.

Commissioner White stated that he works for ESRI, so he wants to confirm that he is not voting on anything that is a licensing issue passing through ESRI.

Ben Peabody confirmed that it was not.

Commissioner Sheri Flynn asked if this data will be used to set FasTrak and the Toll Road fees for commuters.

Erik Galloway replied no.

Commissioner Flynn asked why not.

Aaron Hake replied that the dynamic pricing on Interstate 15 and State Route 91 Express Lanes is set by actual demand what is happening on the freeway and software that RCTC has on both systems to manage the traffic in real time.

Commissioner Flynn stated she had brought this up before it seems to be a big discrepancy between what Riverside County charges and Orange County charges.

Aaron Hake replied that they are operated in a different manner, and he would be happy to discuss that further with Commissioner Flynn.

Commissioner Flynn asked if that is being corrected or looked at.

Aaron Hake replied yes, they monitor this daily but the toll policy is not the topic of this item, and he would be happy to go in depth further with Commissioner Flynn on how that works.

Commissioner Bob Karwin clarified that this \$772,725 cost covers a three-year contract and will it be paid in three installments or is it a lump sum.

Erik Galloway replied they have three payments that will be paid on an annual basis.

Commissioner Karwin asked if that is a licensing fee or is that up to \$772,725.

Erik Galloway replied that it is the total flat fee for the three years.

Commissioner Karwin clarified it is not like per access or anything, which is the reason they wanted to do this.

Commissioner David Ready stated that Erik Galloway had indicated that they would have access to the data and for example he understands that in the Coachella Valley they would be able to make entrances from this data where their visitors are coming from.

Erik Galloway replied there is an application in there.

Commissioner Ready stated as a follow-up Erik Galloway mentioned there are conditions that they have to reach and what those conditions are.

Erik Galloway replied that it is just the general terms and conditions of the contract and access.

Commissioner Ready clarified that they cannot use it for certain things.

Erik Galloway replied that they cannot hand out the identification or violate the terms of the agreement in the software use and they will share all that with everyone in the cities.

Commissioner Ready stated obviously they do not want to go outside of that, but it is something they would be able to comply with and still use it for their general overall purposes individually.

Erik Galloway replied yes and RCTC staff has to agree to it themselves.

Catalino Pining, Governor's Appointee Caltrans District 8, asked can this technology do occupancy counts because they are having challenges with the high occupancy vehicle (HOV) given the fact that they have violations. Also, as Erik Galloway mentioned about engineers on top of bridges counting cars, they are not counting cars they are counting occupancy so that is what Caltrans is looking at is if there is a technology that will be able to count occupancy in a vehicle.

Erik Galloway replied there is another software package called Compass, it is not part of this Replica data, but it does use connected vehicle information and will need to opt in. The data they are getting from connected vehicles through Replica is more on movements and not the occupancy side but the Compass software as an example he sat in a presentation where they zoomed into a single vehicle and got all the telematics from that vehicle and followed it through a city and it knows how many people are sitting in the car, but that is an option and is a completely separate entity to Replica. For this one staff is looking at movements, travel demand, and origin destinations.

Aaron Hake replied to Catalino Pining in addition they found the express lanes successfully piloted an occupancy detection system and would be happy to share more with Caltrans how that worked, and RCTC will be installing that permanently soon.

Commissioner Ulises Cabrera asked for more information on the privacy side of things about the information that is collected, how it is protected, how the data is saved or stored, who has access, and if that is tracked or is it restricted.

Erik Galloway replied that they are not seeing the raw data they have access to a search engine where the parameters can be set, and it is going to provide vehicle movements.

Aaron Hake clarified as part of this agreement included in this agenda packet one is a data protection addendum where the vendor stipulates that only de-identified data will be provided, and it defines what that is. Essentially, they will not be able to identify a person, household, business, particular identification numbers and identifiers are removed, and they will not be able to have access to that.

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

- 1) Award Agreement No. 25-31-044-00, a sole source procurement, to Replica for Software as a Service (SaaS) for the Project in the amount \$772,725;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and**



- 3) Authorize the Executive Director or designee, pursuant to legal counsel review, to execute non-funding amendments to the agreements on behalf of the Commission.**

## **8. AGREEMENTS FOR VANCLUB VEHICLE LEASING SERVICE**

Hanan Sawalha, Senior Management Analyst, provided some background information and an overview for the agreement awards to provide VanClub Vehicle Leasing services for Riverside County.

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

- 1) Award the following agreements to provide VanClub Vehicle Leasing Services, for a five-year term, in an amount not to exceed an aggregate value of \$3,573,000;**
  - a) Agreement No. 25-41-038-00 with Enterprise Rent-a-Car Company; and**
  - b) Agreement No. 25-41-075-00 with Green Commuter.**

## **9. AGREEMENT FOR CALL BOX REMOVAL SERVICES**

Brian Cunanan, Commuter & Motorist Assistance Manager, presented an update for the agreement for Call Box removal services, highlighting the following areas:

- Riverside County Service Authority for Freeway Emergency (SAFE) Motorist Aid Service:
  - 511 Traveler Information Services-2010
  - Freeway Service Patrol (FSP)-1993
  - Highway Call Box-1990
    - ✓ Funding is generated from a DMV fee of \$1 per vehicle registered in Riverside County
- Contracts and services needed for operations
  - Call Box maintenance and repair
  - Call answering center
  - Cellular data plan
- Evolution of motorist communication access from 1996 to 2024 graph
- Commission actions
  - 2005-Reduce system footprint by 400+ ahead of upgrade from analog to digital technology and required TTY installations
  - 2013-RFP award to CASE systems (now Knightscope) for maintenance services; Siemens, was the only other bidder at an additional cost of \$750,000 over a five-year term

- 2016-Reduce system footprint by 400+ ahead of 2G to 3G upgrade; Saved \$403,000 in one-time upgrade costs, plus \$189,000 in annual maintenance costs
- 2019-Reduce system leaving a footprint of 136 highway call boxes ahead of 3G to 4G upgrade and sunset the program by the end of FY24 or next required upgrade
- 2025-Staff's recommendation is to award Global Builders, Inc, a not to exceed contract amount of ~\$150,000 to complete removal and disposal services
- A map of the current Call Box footprint – 136 units
- Budget and Implementation Committee
  - Additional Call Box analysis requested
    - ✓ Call types
    - ✓ High activity call boxes and segments
    - ✓ Emergency calls context and locations
  - Any Alternatives?
    - ✓ Next Generation Motorist Aid Study
- Call Box calls breakdown grid for emergency calls, disabled vehicle calls, road hazards calls, and other calls
- A map of the emergency calls: 🚒 = 1 emergency event (medical incidents, fires, accidents, and crime events)
- Emergency calls breakdown
  - Accident-8: CHP had received prior reports on half of the events
  - Crime-2: Potential prank call
  - Fire-3: Fire at dispensary; truck tire on fire; fire starting on hills
  - Medical-5: Exhaustion or dehydration reported by pedestrians
- Call Box usage heat map – Higher volume I-10 segments
- Disabled vehicle breakdown grid
  - Out of gas, 95, 49 percent
  - Flat tire, 28, 15 percent
  - Overheat, 9, 5 percent
  - Unknown/other, 60, 31 percent
- Call Box call analysis – Key takeaways
  - Most motorists using a call box possess a personal mobile phone
  - Emergency calls are infrequent and scattered, often already reported by passing motorists using cell phones
  - Call activity is widely dispersed, with some higher volume clusters
  - Almost half of vehicle disablements are fuel-related, indicating many incidents are preventable and within driver control
  - More than half of disabled vehicle events end with no help rendered
  - A notable share of users are not motorists - pedestrians without a vehicle and individuals potentially experiencing homelessness
- Call Box conditions

- Program conditions remain unchanged, reinforcing the need to proceed with the Commission-approved sunset
  - ✓ Call box usage continues to decline
  - ✓ Contracts are nearing expiration (June 30, 2025)
    - Regional call answering services contract
    - Knightscope maintenance contract: potential extension will increase costs
- Operational challenges and next steps
  - Maintenance service challenges
    - ✓ Knightscope unable to meet original contractual maintenance services requirements
    - ✓ Knightscope is also unable to complete permanent call box removals services required to complete the approved decommissioning
  - Action plan
    - ✓ Need for external contractor for call box removal and disposal
    - ✓ Invitation for Bid (IFB) selected as the most efficient procurement method
- Procurement process
- Next Generation Motorist Aid Study
  - Evaluate existing services: Call boxes (if needed), Freeway Service Patrol (FSP), and 511
  - Explore enhancements in response to potential sunseting of Call Box Program, including Mobile 511 and CHP integration with platforms like WAZE
  - Assess infrastructure and technology such as mile marker signage, highway cameras, and Caltrans/CHP system to improve emergency support
  - Analyze and optimize FSP performance and future coverage needs based on congestion and growth, including recommendations under a static budget
  - Develop recommendations for short- and long-term improvements with phased implementation and funding strategies

Commissioner Chuck Conder thanked Brian Cunanan for the presentation and stated that the call boxes were state of the art when they were put out and very few people had cell phones. He appreciates what they did for the public, but their time has passed. He then made the motion to staff recommendation.

Chair Spiegel clarified that she would hold that motion and would call on Commissioner Conder when it was time, there were other speakers in the queue.

In response to Commissioner Flynn's question which counties have also canceled their call boxes, Brian Cunanan replied within Southern California the San Bernardino County Transportation Authority (SBCTA) is the only one so far.

Commissioner Flynn asked about the rest of the state.

Brian Cunanan replied that other states are exploring their options.

Commissioner Flynn clarified the rest of the state not just Southern California, not other states.

Brian Cunanan replied that other agencies statewide are considering reductions or sunset due to this contractor. He has not heard of any firm sunset dates other than SBCTA but is aware of folks heavily considering either reductions or de-commissioning the program.

Commissioner Flynn asked about Orange County, Los Angeles County, and Imperial County are they considering removing these also.

Brian Cunanan replied that Los Angeles County remains status quo, Orange County Transportation Authority (OCTA) plans to do an analysis this fiscal year and potentially take action next fiscal year. San Diego Association of Governments (SANDAG) are forming an analysis and will be making a decision.

Aaron Hake noted one of the circumstances here is that RCTC's contract is expiring this year whereas their neighboring counties their contracts are expiring the following fiscal year or the year after that. SBCTA is having their contract expire this year also so that is why the Commission is addressing this now.

Catalino Pining clarified that Caltrans District 7 in Los Angeles they are already in the process of removing call boxes also. He contacted Caltrans District 4 in Oakland, and they are phasing the program out and looking at the impact. They will be discussing how this will impact moving forward as far as evaluating incidents where they get calls or what is happening now moving forward.

Commissioner Linda Molina asked Catalino Pining when a jurisdiction decides to end the contract what is the timeframe in which the equipment has to be removed for Caltrans and is there a penalty if that deadline is not met.

Catalino Pining replied that it goes to the encroachment permit process and it will provide a timeline for how long, but he is not aware that there is a penalty for doing the work.

Commissioner Warren stated that this was brought up at the Budget and Implementation Committee meeting about cell phone availability and the dead spots along these routes and if they are going to consider working with cell phone companies to improve the cell service, so they do not have to worry about commuters being stranded.

Brian Cunanan replied that they certainly would include that as part of the study staff anticipates doing. He is aware of SBCTA also looking into that because they have a lot of

rural segments, especially like RCTC does. Regarding cell coverage, he referenced recent FCC maps show that there is at least one provider throughout Riverside County highways that has service. In emergency situations if someone dials 911 it will connect even though it is a different provider.

Chair Spiegel asked Brian Cunanan to share what provider that is.

Brian Cunanan replied that it is Verizon.

At this time, Commissioner Denise Delgado left the meeting.

Commissioner Jose Medina asked that as the call boxes are being removed in the process there would not be a situation where the call boxes are there but not functioning.

Brian Cunanan replied that is correct they are trying to avoid a situation where they have inoperable call boxes or even bagged boxes out there.

Commissioner Medina clarified that should not happen.

Brian Cunanan concurred with Commissioner Medina.

Commissioner V. Manuel Perez expressed this is a tough call and understands where they are, especially knowing that a decision was made that eventually they would sunset this effort, as well knowing they are working with an entity that is not accountable. He appreciates Vice Chair Gregory for bringing this up at the Budget and Implementation Committee meeting asking questions about more analysis and staff brought the analysis. He stated in spite of the entity that is to maintain these call boxes he fears something terrible can still happen and is interested to hear what Blythe thinks about this. He asked what the liability on the County would be or RCTC if they would have had this type of emergency measure and something were to happen like a death occurred because potentially there was no way of communicating, calling CHP, or calling wherever this call would go to. How is it that an entity like this can provide a service but not provide the actual service and that monopoly of a company since they are the only contractor in California to pay them and they will decide if they want to go out there or not. He asked if there will be any type of discussion at the state level that could help them better understand that and to hold this company accountable if there is a way to do so. Although these were set up for drivers there was something mentioned that made him think about the homeless population in that potentially they might have received a call from a call box from an individual that may have been walking in 110-degree weather and regardless if this individual is homeless or not it was the only way this individual could actually make some sort of emergency call in hopes of being saved. He does not like this situation as the Commission does not have another company they could work with right now and this decision was already made sometime before some of the Commissioners came on board regarding the sunset. He expressed this could come back and become a

bigger problem in the future, that it is the Fourth District and specifically that corridor that is really relying on those call boxes as opposed to the other areas.

Steve DeBaun, Legal Counsel, expressed being hesitant to have conversations about liability or potential lawsuits in open session so his answers will be quite truncated and if the Commission would prefer to meet in Closed Session at the next meeting they can do additional research. He stated about Commissioner Perez's question for liability because of not having the service, he is guessing that is a question that if they pull the call boxes out would RCTC still be reliable in event of an accident. He has a hard time seeing how that could be the case as RCTC does not operate or maintain the freeways, so they do not have any relation with those highways. If there was a liability, he supposes that it would be Caltrans as the agency that operates and maintains it. He referred to Commissioner Perez's second question about how they can make Knightscope Inc. accountable and there was also an observation about monopolistic behavior he replied that they are not in the position to look at monopolistic behavior. RCTC's only method of keeping Knightscope Inc. accountable would be to enforce the contract but since the contract expires June 30, 2025, any relief that they sought would be limited in duration and they can always look at these issues and come back in Closed Session.

Catalino Pining stated he mentioned earlier this is something that is happening statewide and they are going to be evaluating it. As far as the legality Caltrans needs their legal department to comment on that and they are also going to be looking at the concerns Commissioner Perez has about whether they may or may not remove call boxes in remote areas and how they are going to address it.

Commissioner Perez asked Catalino Pining if there has been any discussion within Caltrans on this issue that this is happening to the state of California. For example, what could potentially be the liability and has there been any discussion within Caltrans about the accountability of such a business. He asked if anything has been done here to have these types of conversations with this business to do their job.

Catalino Pining stated that this is something that they are looking at closely and they are going to be discussing it from the Headquarters level.

Aaron Hake clarified that the Call Box Program in this county and throughout the state is a regional program that each county ops to implement. It is a choice for each county that receives a \$1 DMV fee for each vehicle registration in this county as to how they expend it.

Brian Cunanan stated RCTC operates three programs with that funding which is the Call Box Program, 511 Traveler Information Program, and Freeway Service Patrol (FSP) and this Commission has discretion as to how it allocates those dollars to which programs if any of them or another program staff could create if the Call Box Program sunsets. It is a discretionary action of this Commission to have this program, and it is an encroachment

permit that Caltrans grants RCTC to have on its system and they have to adhere to the terms of that contract with Knightscope Inc. in this case the only provider in California to provide that service. Knightscope Inc.'s contract is with RCTC and with their member agencies that have this program throughout the state. Knightscope Inc. does not have a contract with Caltrans, it is the member agencies, they are the ones to enforce the terms of that contract pursuant to Caltrans' rules and regulations and the permit that was granted. As far as liability he clarified that this Commission does have discretion whether to have this or any other program using its SAFE dollars.

Vice Chair Gregory thanked Brian Cunanan for this analysis also Aaron Hake and staff that assisted and agreed to pull this together so quickly. This is a different presentation than what was presented to the Budget and Implementation Committee and when it came to this committee, he and others believed there was a policy question that had been assumed, he knows that the report is that it was decided in 2019. He was here in 2019 and believed that it was a potential plan that it would come back in 2024, and there was going to be some data that would come into the discussion so when it came to committee the analysis was not there. He really bristled at the premise that they do not really need to look at whether this is a needed service as it is impossible to continue so it does not matter whether it is a life and safety or needed service, but if they really need to continue some type of service there is always a way to do that. He appreciates their analysis and in looking at the analysis he thinks that he and others are much more supportive of this especially when staff adds in that there is a motorist assistance study to come because that is very reasonable that if they do need to take this step to finish up the technology they have now that they are not just walking away from what could be seen as their responsibility for motorist safety and for the ability to contact emergency services when motorists need them. He clarified that there will be a study coming and understands that those types of issues will be a part of this study.

Brian Cunanan stated absolutely.

In response to Commissioner Yxstian Gutierrez's question when that study will be completed, Brian Cunanan replied they plan to put it out this year. In terms of completion date this will be the first for the program, but they do plan to put out this procurement within this calendar year hopefully in the summer or fall.

Commissioner Gutierrez stated like Commissioner Perez mentioned whether there is no liability and is it ethical because some of these people may need it especially if their phone is dead, run out of gas, or an electrical problem in their vehicle and is aware there is not a lot but sometimes it still happens from seeing the data which he did not see until today. He said if they do not have this program, they need to have something else because emergencies do happen and there was mention of the homeless population, which is a concern as well. Is it possible or has this been considered looking at only those hot spot areas they saw on the map perhaps keeping those as a possible solution.

Aaron Hake replied to Commissioner Gutierrez that those are excellent points. One of the things they considered as staff before bringing this here is if they were to continue the program in some form even in a much-reduced fashion, they have the only contractor that bids on contracts in the state of California to meet Caltrans specifications, but they are not providing the service. Knightscope Inc. is supposed to report to RCTC on what they are doing, they are supposed to repair damaged or downed call boxes within a certain time period, and they are supposed to do preventative maintenance to keep call boxes from going down, but they are not doing any of these things. He expressed concern on behalf of the Commission that if they were to continue this program working with the vendor they could have even a limited number of call boxes out there that may or may not be operable and RCTC would not know, from an accountability standpoint they are providing a service to the public that RCTC cannot stand behind especially in a life or death potential situation. In looking out for the Commission that is why staff came to this difficult conclusion that they should proceed with the Commission's original direction to remove the boxes and then move onto something else that is next. They could entertain entering into new negotiations with Knightscope Inc. on a temporary basis to see if they can bridge that timeline but there is no guarantee as to what they would be paying and for what service. He explained to give the Commissioners an indication of how things went in San Bernardino County when they had this issue, SBCTA withheld payment from the vendor until they performed and that was not motivation enough for them to perform. He is not sure that there is much this Commission could do to get the performance they would expect even if they did try to bridge the gap. He stated if the Commission wants to extend the program in some fashion, he wants to make sure they understand the type of service they would or most likely not be getting.

Commissioner Stewart seconded the motion to sunset this program, to eliminate it or go forward with staff recommendation.

Chair Spiegel clarified with Commissioner Conder that he still made the motion.

Commissioner Conder replied yes, he absolutely did. He appreciates the discussions of the rare occurrences that might occur, but they have the river bottom that runs through Riverside, everybody down there has a cell phone. The chances of somebody walking on the highway illegally would need a cell phone and he suggested to sunset the program.

Commissioner Joey DeConinck concurred with Commissioner Perez's comments and stated there are certain areas on that freeway that do not have cell service and sometimes it is optional. There are other places, it is perfect but when they get to Highway 95 and Highway 78 there are areas that do not have cell service, it has some dangerous spots, and there are lots of calls out there so there are certain areas where those boxes would be beneficial.

Aaron Hake stated while he recognizes there is a motion a second and a vote pending that should the motion pass staff will move with all due expediency to study and develop an



alternative with recommendations to the Commissioners so they can continue providing service to those who need it in those areas that were just described by Commissioners DeConinck, Gutierrez, and Perez, understanding that they do have an important role to play here in safety on the state highway system.

**M/S/C (Conder/Stewart) to:**

- 1) Award Agreement No. 25-45-059-00 with Global Builders Inc. for the removal of Call Boxes along Riverside County highways in an amount not to exceed \$149,888; and**
- 2) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.**

#### **10. FISCAL YEAR 2024/25 LOW CARBON TRANSIT OPERATIONS PROGRAM ALLOCATIONS**

Eric DeHate, Transit Manager, presented the Fiscal Year 2024/25 Low Carbon Transit Operations Program (LCTOP) allocations update, highlighting the following:

- Background information
  - LCTOP was established through Senate Bill 862 in 2014
  - Receives 5 percent of funds from Greenhouse Gas Reduction Fund appropriated by the state legislature
  - Eligible projects: Operational expenditures for transit expansion and discounted fares and capital projects such as expansion vehicles and purchase of zero-emission buses and related equipment and infrastructure
- RCTC responsibilities
  - Apportionments directed to regional transportation planning agencies based on State Transit Assistance (STA) formulas: Public Utility Codes (PUC) 99313 (population) and 99314 (transit operators' local revenues)
  - Determined by State Controller's Office (SCO) – Estimates are provided in February each year
  - Total available for Riverside County is \$7,342,378
    - ✓ PUC 99313 - \$6,312,864 (to be suballocated by Commission)
    - ✓ PUC 99314 - \$1,029,514 (directed to transit operators)
  - Submit list of projects to Caltrans by April 24, 2025
- Recommended LCTOP Allocations

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

- 1) Approve the allocation of \$6,312,864 related to Fiscal Year (FY) 2024/25 Low Carbon Transit Operations Program (LCTOP) funds to eligible Riverside County transit operators; and**
- 2) Authorize the Executive Director, or designee, to review the transit operators' projects to ensure consistency with the LCTOP guidelines and**

**to execute and submit required documents to the California Department of Transportation (Caltrans) for LCTOP.**

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

There were no items pulled from the Consent Calendar.

Commissioners Deconinck, Mallotto, Perez, and Ready left the meeting.

**12. EXECUTIVE DIRECTOR'S REPORT**

Aaron Hake:

- Expressed that it is an honor and a pleasure to serve on behalf of their staff and thanked the Commissioners for a great meeting.

**13. COMMISSIONER COMMENTS**

- 13A.** Commissioner Conder announced that the Air Show will be held on April 12 and 13 at March Field Air Force Base.
- 13B.** Commissioner Stewart announced the Temecula Rod Run is being held on May 2.
- 13C.** Commissioner Fia Sullivan announced that Norco Horse Week is being held from April 25 – May 4, 2025, there is a ranch rodeo, there are events every night of the week. Go to [Norcohorseweek.com](http://Norcohorseweek.com) to get more information.

At this time, Commissioners Matas and Reed left the meeting.

- 13D.** Catalino Pining announced for Caltrans' I-215 Overlay Project, the weather is favorable, so they are doing a lot of dig outs taking out the bad pavement before they do the overlay. Also, on SR-74 he met with Commissioner Perez regarding the complaints about truck restrictions. The county of Riverside is working on the study, and Caltrans will be working with them also. As far as future projects on SR-74 there is a pavement rehab project estimated at \$53 million that will be going out in 2028. In the meantime, any issues that come about as far as potholes things like that will either be addressed through an emergency contract and their maintenance forces.
- 13E.** Commissioner Harnik thanked Caltrans for the emergency repairs on SR-74 and for the attention that it has garnered because of the issues that exist, it is very important, and they appreciate the study as well. Also, it is festival season in the Coachella Valley so pay attention to when and where they are going due to the traffic jams.

#### **14. ADJOURNMENT**

There being no further business for consideration by the Riverside County Transportation Commission, Chair Spiegel adjourned the meeting at 11:08 a.m. The next Commission meeting is scheduled to be held on Wednesday, May 14, 2025.

Respectfully submitted,

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

Lisa Mobley  
Administrative Services Director /  
Clerk of the Board

# **AGENDA ITEM 7B**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	May 14, 2025
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Linda Fakhouri, Senior Procurement Analyst Jose Mendoza, Procurement Manager
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Single Signature Authority Report

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

This item is for the Commission to:

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

**BACKGROUND INFORMATION:**

Certain contracts are executed under single signature authority as permitted in the Commission's Procurement Policy Manual adopted in March 2021. The Executive Director is authorized to sign services contracts that are less than \$250,000 individually and in an aggregate amount not to exceed \$2 million in any given fiscal year. Additionally, in accordance with Public Utilities Code Section 130323(c), the Executive Director is authorized to sign contracts for supplies, equipment, materials, and construction of all facilities and works under \$50,000 individually.

The attached report details all contracts that have been executed for the third quarter ended March 31, 2025, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services and goods as of March 31, 2025, is \$924,421.

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



**SINGLE SIGNATURE AUTHORITY  
AS OF March 31, 2025**

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	ORIGINAL CONTRACT AMOUNT	PAID AMOUNT	REMAINING CONTRACT AMOUNT
	AMOUNT AVAILABLE July 1, 2024		\$2,000,000.00		
25-33-001-00	SCRRRA	Cooperative Agreement for Design of the Downtown Riverside Metrolink Station at Grade Crossing Upgrade	125,063.00	125,063.00	0.00
21-31-067-01	Caltrans	71/91 Interchange Projct RCTC/Caltrans Construction Coop - Department Furnished Materials	30,000.00	25,626.13	4,373.87
24-31-004-01	Parsons	I-15 Ingress Study	250,000.00	0.00	250,000.00
25-18-039-00	ACA Compliance Solution Services, INC	ACA Compliance Reporting	3,000.00	0.00	3,000.00
23-31-109-01	Caltrans	I-15 Smart Freeway Project- RCTC/Caltrans Construction Coop (23-31-109-01) – Department Furnished Materials	51,500.00	0.00	51,500.00
PO 3578	INNOVATIVE TRAFFIC PRODUCTS	Attenuator for 91 Express Lanes	31,996.00	31,995.18	0.82
19-31-058-05	WSP	I-10 Toll Feasibility Study	120,000.00	0.00	120,000.00
25-18-058-00	GALLAGHER BENEFIT SERVICES, INC.	Classification/Compensation Studies	15,000.00	0.00	15,000.00
25-18-062-00	Ralph Andersen & Associates	Professional recruitment search for External Affairs Director	30,000.00	8,475.00	21,525.00
25-18-068-00	Eagle Leadership Group	Eagle Leadership Group -Training Academy	45,000.00	0.00	45,000.00
22-19-093-02	DebtBook	Add DebtBook Premium Support Services for three threes through June 2027.	7,500.00	0.00	7,500.00
10-31-099	Stantec Consulting Services, Inc.	Traffic and revenue studies to support the 15/91 Express Transit Connector project.	200,000.00	0.00	200,000.00
16-31-023-02	IERCD	SR-91 CIP- one more season of habitat restoration	166,520.00	0.00	166,520.00
	AMOUNT USED		1,075,579.00		
	AMOUNT REMAINING through June 30, 2025		\$924,421.00		
Agreements that fall under Public Utilities Code 130323 (C)					
None	N/A		\$-	\$-	\$-
Linda Fakhouri	Matthew Wallace				
Prepared by	Reviewed by				

Note: Shaded area represents new contracts listed in the third quarter.





# **AGENDA ITEM 7C**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	May 14, 2025
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Amy Weston, Accounting Supervisor Sergio Vidal, Chief Financial Officer
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Monthly Investment Report

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

This item is for the Commission to:

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

**BACKGROUND INFORMATION:**

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

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

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

The monthly investment report for March 2025, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2021 Financing and available operating cash. As of March 31, 2025, total cash and investments in the Commission’s portfolio totaled approximately \$1.78 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO		AMOUNTS <sup>1</sup>
Operating		\$ 1,147,860,837
Trust		356,212,320
Commission-managed		212,530,842
STAMP for 91 CIP		60,109,261
<b>Total</b>		<b>\$ 1,776,713,260</b>
Note: <sup>1</sup> Unreconciled and unaudited		

As of March 31, 2025, the Commission’s cash and investments are in compliance with both the Commission’s investment policy adopted on December 11, 2024, and permitted investments described in the indenture for the Commission’s sales tax revenue bonds and the master indenture for the Commission’s toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

**FISCAL IMPACT:**

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

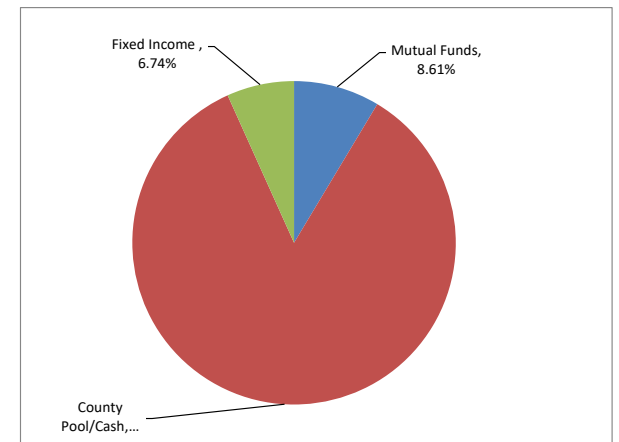
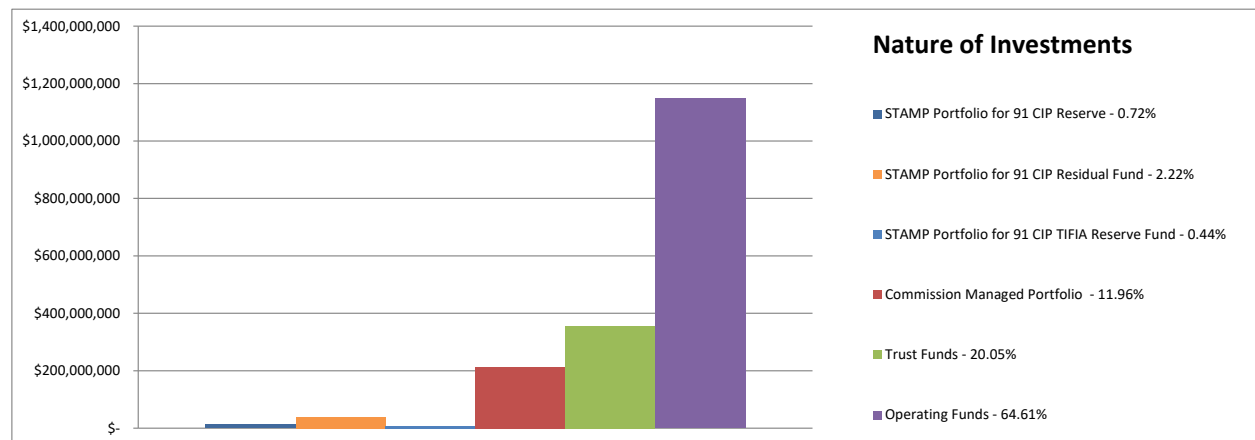
Attachment: Investment Portfolio Report

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

	STATEMENT BALANCE <sup>1</sup>	FINANCIAL INSTITUTION	STATEMENTS	RATING MOODYS / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
<b>OPERATING FUNDS</b>												
City National Bank Deposits	38,743,219	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,109,117,619	County Treasurer	Available upon request	Aaa-bf								
<b>Subtotal Operating Funds</b>	<b>1,147,860,838</b>											
<b>FUNDS HELD IN TRUST</b>												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	356,212,320	County Treasurer	Available upon request					Available upon request				
<b>Subtotal Funds Held in Trust</b>	<b>356,212,320</b>											
<b>COMMISSION MANAGED PORTFOLIO</b>												
US Bank Payden & Rygel Operating	59,561,158	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	152,969,684	US Bank	Available upon request	N/A	N/A				N/A			
<b>Subtotal Commission Managed Portfolio</b>	<b>212,530,842</b>											
<b>STAMP PORTFOLIO for 91 CIP</b>												
2013 Series A & Series B Reserve Fund	12,846,999	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	39,408,911	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	7,853,350	US Bank	Available upon request					Available upon request				
<b>Subtotal STAMP Portfolio - 91 CIP</b>	<b>60,109,260</b>											
<b>TOTAL All Cash and Investments</b>	<b>\$ 1,776,713,260</b>											

Notes:

<sup>1</sup> Unreconciled and unaudited





# **AGENDA ITEM 7D**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	May 14, 2025
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Andrew Sall, Senior Management Analyst, Legislative Affairs Tyler Madary, Legislative Affairs Manager
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	State and Federal Legislative Update

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

This item is for the Commission to:

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

**BACKGROUND INFORMATION:**

**State Update**

***Assembly Bill 334 (Petrie-Norris)***

On April 16, RCTC submitted a letter of support for Assembly Bill (AB) 334 by Assemblymember Cottie Petrie-Norris (Irvine), following the Commission's vote to support the bill on April 9. If enacted, AB 334 would enable the future participation of toll operators in California, including RCTC, in a national interoperability program. AB 334 is anticipated to be heard in the Assembly Committee on Privacy and Consumer Protection on May 6.

**Federal Update**

***Fiscal Year 2026 Appropriations***

As part of the Fiscal Year (FY) 2026 appropriations process, staff submitted applications to Riverside County's legislative delegation for Community Project Funding (CPF)/Congressionally Directed Spending (CDS), otherwise known as earmarks. These requests include:

- \$5 million for the 15 Express Lanes Project Southern Extension, submitted to Senator Alex Padilla, Senator Adam Schiff, and Representative Ken Calvert;
- \$4 million for the State Route 91 Eastbound Corridor Operations Project, submitted to Representative Young Kim;
- \$3 million for the Metrolink Double Track Project: Moreno Valley to Perris, submitted to Senator Alex Padilla, Senator Adam Schiff, and Representative Mark Takano; and

- \$3 million for the Mead Valley Metrolink Station/Mobility Hub Project, submitted to Representative Mark Takano.

The Senators and Members of Congress must now review the applications received and determine if they wish to submit those funding requests to the appropriate Appropriations subcommittees for their consideration for potential inclusion in FY 2026 appropriations legislation. Staff will keep Commissioners apprised of progress as the process advances.

### ***Surface Transportation Reauthorization***

In November 2021, Congress approved the Infrastructure Investments and Jobs Act (IIJA), funding the nation's surface transportation programs through September 30, 2026. As the expiration of the IIJA nears, Congress has begun to hold hearings and request policy proposals from transportation stakeholders for inclusion in the next surface transportation reauthorization legislation. The House Transportation and Infrastructure Committee, with jurisdiction over many of the nation's surface transportation programs, has formally requested the submission of legislative proposals for consideration in legislation by April 30.

Recognizing an opportunity to further the Commission's objectives, RCTC prepared and submitted legislative language on the following priorities:

- Maximize formula grant funding for county transportation commissions;
- Ensure RCTC is an eligible recipient for all U.S. Department of Transportation discretionary grant programs that may fund RCTC projects;
- Support the Coachella Valley Rail Project, through prioritization of the project in federal grant programs for rail projects and streamlining the planning and environmental review process;
- Maximize eligibility and competitiveness for the 15 Express Lanes Project Southern Extension and other multimodal tolled managed lanes projects; and
- Make permanent with adequate funding the Wildlife Crossing Pilot Program, while enabling Habitat Conservation Plan land acquisition as an eligible use of funding.

Furthermore, RCTC has developed a list of additional priorities that the Commission may offer support for as the surface transportation reauthorization process continues. These priorities broadly include, but are not limited to:

- Protect and recognize the role of self-help counties in addressing critical transportation needs;
- Provide flexibility in the administration of Federal Transit Administration grant funding;
- Support national freight funding programs and policies to recognize and address impacts on the economy and local transportation systems;
- Improve and streamline the process to program federal funds towards projects; and

- Protect vital federal financing options, including Transportation Infrastructure Finance and Innovation Act (TIFIA) and Railroad Rehabilitation and Improvement Financing (RRIF).

RCTC staff will continue to engage Congress as the surface transportation reauthorization process unfolds to elevate the Commission's federal legislative priorities.

**FISCAL IMPACT:**

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

Attachments:

- 1) Legislative Matrix – May 2025
- 2) AB 334 (Petrie-Norris) Support Letter



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

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
<b>AB 334 (Petrie- Norris)</b>	Current state law limits the sharing of toll customer data necessary for interoperability with other states, limiting toll operators' ability to collect toll revenue from out-of-state drivers in an efficient manner. The existing process is cumbersome, requires significant staff time, and may lead to penalties on customers that may otherwise be avoided. AB 334 enables toll operators in California, such as RCTC, to participate in a future national interoperability program, enhancing service to customers and streamlining the transaction process.	Passed out of the Assembly Transportation Committee on 3/24/25.  In the Assembly Privacy and Consumer Protection Committee.	<i>Support</i>	4/9/2025





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

April 16, 2025

The Honorable Cottie Petrie-Norris  
 Assembly District 73  
 1021 O Street, Suite 8120  
 Sacramento, CA 95814

**Subject: Support for Assembly Bill 334**

Dear Assemblymember Petrie-Norris:

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

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

As you know, California is not currently interoperable with other states, limiting toll operators' ability to collect toll revenue from out-of-state drivers in an efficient manner. The existing process is cumbersome, requires significant staff time, and may lead to penalties on customers that may otherwise be avoided.

AB 334 represents an important step towards California's future participation in national interoperability that would improve customer experience for Californians and out-of-state drivers alike. RCTC appreciates your leadership and introduction of AB 334 to better serve toll customers across the nation. Should you have any questions regarding RCTC's support, please contact Legislative Affairs Manager Tyler Madary at [tmadary@rctc.org](mailto:tmadary@rctc.org) or (951) 787-7141.

Sincerely,

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

Aaron Hake  
 Executive Director





# **AGENDA ITEM 7E**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	May 14, 2025
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Western Riverside County Programs and Projects Committee John Tarascio, Senior Capital Projects Manager
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Amendment to Agreement with RailPros, Inc. to provide On-Call Railroad Flagging Services for the Riverside County Transportation Commission's Capital Projects and Metrolink Station Maintenance Activities

**WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve Agreement No. 23-31-061-02, Amendment No. 2 to Agreement No. 23-31-061-00 with RailPros, Inc., (RailPros) to provide on-call railroad flagging services for Riverside County Transportation Commission's current and future capital projects and station maintenance activities within the right of way owned or operated by Burlington Northern Santa Fe (BNSF), Union Pacific (UP) and Southern California Regional Rail Authority (SCRRA), for an additional amount of \$2,000,000, and a total amount not to exceed \$4,400,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement and optional two-year term on behalf of the Commission.

**BACKGROUND INFORMATION:**

When the Commission's capital projects encroach into or over railroad right of way, the presence of a railroad flagger is required per Federal Railroad Administration regulations, 49 CFR Part 214. The flagger plays a critical role in ensuring safety by coordinating communication between railroad personnel, contractor teams, dispatchers, and train operators. Their primary responsibility is to prevent construction crews from inadvertently entering active track areas without proper authorization. Flagging duties can only be carried out by individuals who are qualified and approved by the operating railroad. This ensures that the safety of all parties involved is maintained throughout the construction process. Currently, RailPros is the only firm between BNSF, UP and SCRRA approved to provide flagging services. Consequently, the Commission is required to enter into a sole source agreement with Railpros for these flagging services.

At its April 24, 2023, Commission meeting, the Commission approved the award of Agreement No. 23-31-061-00 with RailPros, Inc. to provide railroad flagging services for work performed in and around BNSF and UP right of way for an amount not to exceed \$2,400,000. Since that time, one no-cost amendment to the agreement has been made as follows:

- Amendment-1: A no-cost amendment to the agreement was issued to include flagging services on rail lines operated by SCRRA, including the Perris Valley Line.

**DISCUSSION:**

Railroad flagging services are currently being used on all Commission projects where work is required in or near active rail lines. These services are also utilized as needed to support maintenance activities at each of the Commission's nine Metrolink stations in Riverside County. Below is a list of current and upcoming projects, as well as Metrolink stations, where railroad flagging services are required.

**Table 1: Current and Future Railroad Flagging Usage**

	Capital Projects	Utilization
1	State Route 71/91 Interchange Project	Current
2	Moreno Valley/March Field Metrolink Station Improvement Project	Current
3	Santa Ana River Trail 2, Phase 6 Project	Future
4	Perris-South Metrolink Station & Layover Facility Expansion Project	Future
5	Perris Valley Line Double Track Project	Future
6	Coachella Valley Rail - Tier II Study	Future
7	Mead Valley Metrolink Station Project	Future
	Metrolink Station Maintenance	Utilization
8	Jurupa Valley/Pedley Station	Current
9	Riverside – La Sierra Station	Current
10	Riverside – Hunter Park Station	Current
11	Riverside – Downtown Station	Current
12	Moreno Valley/March Field Station	Current
13	Perris – Downtown Perris Station	Current
14	Perris – South Perris Station	Current
15	Corona – North Main Corona Station	Current
16	Corona – West Corona Station	Current


The Moreno Valley/March Field Metrolink Station Improvement Project (currently in the closeout stage) and State Route 71/91 Interchange Project (currently on-going) together used 90 percent of the original railroad flagging agreement budget. Additional funding is needed to continue providing flagging services for these active projects, ongoing maintenance activities, and future projects. Table 2 shows the railroad flagging expenditures by project/location as of March 31, 2025.

**Table 2: Current Railroad Flagging Expenditures**

<b>Project/Metrolink Station</b>	<b>Total Expended</b>
State Route 71/91 Interchange Project	\$953,440
Moreno Valley/March Field Metrolink Station Improvement Project	\$1,215,916
Jurupa Valley/Pedley Station	\$15,905
Riverside – La Sierra Station	\$16,040
Corona – North Main Corona Station	\$26,762
Riverside – Downtown	\$24,395
General Station Rehab (All Stations)	\$101,655
<b>Total</b>	<b>\$2,354,113</b>

**FISCAL IMPACT:**

Funding for this agreement is provided by individual projects and station maintenance activities requiring flagging services, utilizing a variety of local, state and federal funds.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	\$ 406,600 \$ 1,593,400
Source of Funds:	Various			Budget Adjustment:	No
GL/Project Accounting No.:	XXXXX 81304 00000 0000 XXX 31 81301 (Various Projects/Funds)				
Fiscal Procedures Approved:				Date:	04/17/2025

Attachment: Draft Amendment No. 23-31-061-02 with RailPros, Inc.

<i>Approved by the Western Riverside County Programs and Projects Committee on April 28, 2025</i>					
In Favor:	10	Abstain:	0	No:	0



**AMENDMENT NO. 2 TO  
AGREEMENT FOR ON-CALL RAIL FLAGGING SERVICES  
WITH RAILPROS, INC.**

**1. PARTIES AND DATE**

This Amendment No. 2 to the Agreement for on-call railway flagging services is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and RAILPROS, INC., a California corporation ("Consultant").

**2. RECITALS**

- 2.1 The Commission and the Consultant have entered into Agreement No. 23-31-061-00 dated May 15, 2023 for the purpose of providing on-call railway flagging services (the "Master Agreement").
- 2.2 The Commission and the Consultant have entered into an Agreement No. 1 to the Master Agreement, dated April 01, 2024, in order to revise the scope of work and fee schedule to include work performed on, over or under Southern California Regional Rail Authority's ("SCRRA") right of way.
- 2.3 The Commission and the Consultant have entered into an Agreement No. 2 to the Master Agreement, in order to include Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) requirements to Federalize the Agreement and to be eligible for federal funding reimbursements.
- 2.4 The Commission and the Consultant now desire to amend the Master Agreement in order to provide additional compensation for the remaining term of the agreement.

**3. TERMS**

- 3.1 The maximum compensation for Services performed pursuant to this Amendment No. 2 shall be Two Million Dollars (\$2,000,000).



- 3.2 The total not-to-exceed amount of the Master Agreement, as amended by this Amendment No. 3, shall be Four Million, Four Hundred Thousand Dollars (\$4,400,000).
- 3.3 Except as amended by this Amendment No. 2, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.
- 3.4 The recitals set forth above are incorporated herein by reference and are expressly made a part of this Amendment No. 2.
- 3.5 This Amendment No. 2 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.6 A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 2 may be signed using an electronic signature.
- 3.7 This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE  
TO  
AGREEMENT NO. 23-31-061-02**

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**RAILPROS, INC.**

By: \_\_\_\_\_  
Aaron Hake, Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM

ATTEST:

By: \_\_\_\_\_  
Best Best & Krieger  
General Counsel

By: \_\_\_\_\_

Its: \_\_\_\_\_

\* A corporation requires the signatures of two corporate officers.

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

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



# **AGENDA ITEM 7F**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	May 14, 2025
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Western Riverside County Programs and Projects Committee John Tarascio, Senior Capital Projects Manager
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Interstate 15 SMART Freeway Pilot Project Maintenance Services Agreement with Iteris, Inc.

**WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Award Agreement No. 24-31-093-00 to Iteris, Inc. for maintenance services during pilot period in the amount of \$1,372,550, plus a contingency amount of \$137,255 for a total amount not to exceed \$1,509,805;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project.

**BACKGROUND INFORMATION:**

At the Annual Commission Workshop held on January 31, 2020, staff gave a presentation to the Commission outlining the current state of technology-based traffic management strategies, referred to as “SMART Freeways”. The Commission then directed staff to initiate a feasibility study for a pilot project along Interstate 15, from the San Diego County line to Winchester Road in Temecula. The proposed pilot project would evaluate a traffic control approach using a software called STREAMS, developed by an Australian company called Transmax Pty Ltd (Transmax).

The Interstate 15 Corridor Ad Hoc Committee subsequently received an update on the Project status on September 28, 2020, that outlined the framework for the next steps to be taken after completing the feasibility study.

At its May 12, 2021, Commission meeting, the Commission awarded Agreement No. 21-31-063-00 to WSP USA Inc. (WSP), to provide professional services for preliminary engineering, environmental documents, final design, construction support, and operation support services for the Project. In addition, the Commission approved Agreement

No. 21-31-059-00 with Caltrans to obtain State Highway Operation and Protection Program (SHOPP) Minor Funds contribution of \$1.2 million towards the Project's construction.

At its November 9, 2022, Commission meeting, the Commission approved the award of Agreement No. 22-31-098-00 to Anser Advisory for construction management services, materials testing, and construction surveying for the Project.

At its September 13, 2023, Commission meeting, the Commission approved the award of Agreement No. 23-031-035-00 and Agreement No. 23-031-034-00 to Transmax for comprehensive professional services and for Software as a Service (SaaS), respectively.

At its September 11, 2024, Commission meeting, the Commission approved the award of Agreement 24-31-054-00 to Granite Construction Company Inc. for construction of project.

At its September 11, 2024, Commission meeting, the Commission approved the award of Agreement 24-31-044-00 to WSP USA Inc. for Intelligent Transportation System (ITS) operations support for the Project during the pilot period.

In December 2024, staff issued a notice to proceed to begin construction of the Project. Construction is currently ongoing and expected to be completed in the 3<sup>rd</sup> quarter of 2025. Commissioning of the Smart Freeway system and the start of the 2-year pilot period is anticipated in the 4<sup>th</sup> quarter of 2025.

## **DISCUSSION**

### **Project Scope**

The scope of the Project is to install and configure field devices and software to implement active traffic management strategies to the northbound direction of I-15 from the San Diego County line to Winchester Road in the city of Temecula for a two-year evaluation period (pilot period). The integrated traffic management system to be piloted was developed in Australia by the Victoria Department of Transport and Planning (VicRoads) and implemented there by Transmax. The Project will be a first-of-a-kind implementation in California.

The Project will include the following elements:

- 1) Construction (Civil improvements and the installation/configuration of the ITS elements)
  - Improvements to the I-15 northbound entrance ramps at Temecula Parkway and Rancho California Road, including pavement widening, barriers, and miscellaneous civil improvements;
  - Installation of ITS elements, which includes enhanced traffic detection devices consisting of traditional loop detectors, TIRTLs (The Infra-Red Traffic Logger) and Coordinated Adaptive Ramp Metering (CARM) at northbound Temecula Parkway, Rancho California Road, and Winchester Parkway; and

- Implementation of the STREAMS software platform provided by Transmax to monitor and operate the CARM system during the two-year pilot period.

Award of the agreement related to the construction work was approved at the September 11, 2024 meeting.

2) ITS Operations Services During 2-Year Pilot Period

- Upon completion of the civil improvements and the installation and configuration of the ITS elements and software, the system will be in operation for two years during the pilot period. ITS operations services are required to oversee the CARM system and monitor ITS devices to ensure continuous operation. This involves system dashboard monitoring, software functionality checks, identifying and diagnosing malfunctions, and coordinating with ITS maintenance contractor for repairs. The ITS operations team is responsible for ensuring the CARM system is functioning as designed 24 hours a day / 7 days a week.

Award of the agreement related to the ITS operations services was approved at the September 11, 2024 meeting.

3) Maintenance Services During 2-Year Pilot Period

- In addition to the ITS operations services, maintenance services of the civil improvements and ITS elements are required during the Smart Freeway pilot period support continued operations during the Smart Freeway pilot period. This involves asset and spare part management, regular field inspections, preventative maintenance, malfunction troubleshooting and field repairs. Caltrans will remain the lead for emergency responses, freeway accidents and other first response incidents.

Award of the agreement related to the maintenance services is the subject of this agenda item.

4) 2-Year Pilot Period Evaluation and Determination

- Upon conclusion of the 2-year pilot period, the Commission, in collaboration with Caltrans, will evaluate the data collected to determine whether to extend the system's operation beyond the pilot period. Concurrently, discussions will be conducted with Caltrans to identify funding sources and establish any necessary agreements to support the continued operation of the smart freeway system, should the outcomes prove favorable, and the decision is made to continue its management under Caltrans.

## **Procurement**

RFP No. 24-31-093-00 for maintenance services during the Smart Freeway pilot period was released by staff on May 31, 2024. The RFP was posted on the Commission's PlanetBids website,



which is accessible through the Commission's website. Through PlanetBids, 30 firms downloaded the RFQ and 8 of these firms are located in Riverside County. A pre-submittal conference was held on June 13, 2024, and attended by 2 firms. Staff responded to all questions submitted by potential proposers prior to the June 20, 2024 clarification deadline. No proposals were received by the July 3, 2024 proposal deadline.

Staff contacted firms who had downloaded the bid documents but refrained from submitting bids to ascertain the factors contributing to no proposal were received. Staff did not receive any substantive responses that explained why no proposals were received. Staff concluded that the first-of-a-kind technology related to the Smart Freeway System was likely the primary factor for not receiving any proposals, as the proposed system uses Intelligent Transportation System elements and software that has never been utilized in California before.

Staff reached out to industry partners and was able to find a firm, Iteris Inc., that had experience working on systems of a similar nature and met the qualifications required in the original RFP. A proposal was submitted by the firm, evaluated by staff and found responsive to the needs of the scope of work. After further evaluation, staff determined to move forward with the single proposal since;

- The original RFP did not contain conditions or requirements that limited competition other than the fact that the technology involved was a first-of-a-kind in California;
- The cost proposal received was within 3 percent of staff's Independent Cost Estimate for the scope of work.
- It was not feasible or practical to re-compete a new solicitation due to the time frame the work needs to commence, and;
- A re-compete was not anticipated to result in a different outcome than the original solicitation.

In addition, staff has received approval from Caltrans to proceed with the single proposal from through a Public Interest Finding (PIF).


Subsequently, staff negotiated the price received for the Project services and established a fair and reasonable price. Staff recommends award of Agreement No. 24-31-093-00 for maintenance during Interstate 15 SMART Freeway Pilot Period in the amount of \$1,372,550 plus a contingency amount of \$137,255, for a total amount not to exceed \$1,509,805. A 10 percent contingency is assumed for this Project. Staff also recommends authorization for the Chair or Executive Director to finalize and execute the agreement for the Project, and authorization of the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services

**FISCAL IMPACT:**

The costs for the maintenance services during the Smart Freeway pilot period will be funded by the following fund sources which have already been obligated to the Project, as summarized in Table 1:

**Table 1 - Funding Source Breakdown**

	Item	Dollar Amount	Fund Source
1	Congestion Mitigation and Air Quality (CMAQ)	\$ 1,509,805	Federal
	<b>Total</b>	<b>\$ 1,509,805</b>	

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	\$725,000 \$784,805
Source of Funds:	CMAQ (Federal)			Budget Adjustment:	No
GL/Project Accounting No.:	003051 81304 00000 0000 / 261 31 81301 Construction Support				
Fiscal Procedures Approved:				Date:	04/17/2025

Attachment: Draft Agreement No. 24-31-093-00 with Iteris, Inc.

<p><i>Approved by the Western Riverside County Programs and Projects Committee on April 28, 2025</i></p>					
<p>In Favor:      10      Abstain:      0      No:      0</p>					



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
PREVENTATIVE MAINTENANCE AND ON-CALL REMEDIAL MAINTENANCE SERVICES  
AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Riverside County Transportation Commission, a California public agency ("Commission") and Iteris, Inc., a Corporation. ("Contractor"). Commission and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain remedial and preventative maintenance services required by the Commission on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of Commission. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

Commission desires to engage Contractor to render such remedial maintenance services and preventative maintenance services for the Smart Freeway pilot project ("Project"). Preventative maintenance services will be provided as specified in this Agreement. Remedial maintenance services will be provided on an on-call basis, by task order(s) to be issued pursuant to this Agreement and executed by the Commission and Contractor ("Task Order").

The Project includes work to be conducted within the right of way of the California Department of Transportation ("Caltrans"). Contractor shall be required to obtain an encroachment permit from Caltrans ("Caltrans Encroachment Permit"), and to comply with all requirements therein.

**2.3 Funding.**

Funding for this Agreement will be provided, in whole or in part, by the Federal Highway Administration ("FHWA") through the California Department of Transportation ("Caltrans"). Contractor shall comply with all federal funding requirements as set forth in this Agreement, and the attached Exhibit "D".

### 3. TERMS.

#### 3.1 Scope of Services and Term.

##### 3.1.1 General Scope of Services.

3.1.1.1 Contractor promises and agrees to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional preventative and remedial maintenance services necessary for the Project ("Services"). The preventative maintenance Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The remedial maintenance Services are generally described in Exhibit "A" and shall be more specifically described in each Task Order.

3.1.1.2 Task Order(s) for remedial maintenance Services shall be in the form attached hereto as Exhibit "E" and incorporated herein by reference. Execution of a Task Order by Commission and Contractor shall constitute written authorization to Contractor to proceed with performance of the Services as set forth therein. Contractor will be required to commence work within the time specified in the relevant Task Order, and shall complete the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order. No compensation shall be provided for any Services not authorized by a fully-executed Task Order.

3.1.1.3 All Services shall be subject to, and performed in accordance with:

- (A) this Agreement;
- (B) the Task Order(s), as applicable;
- (C) the exhibits attached to this Agreement and incorporated herein by reference;
- (D) the Caltrans Encroachment Permit;
- (E) the current version of Caltrans Standard Specifications, and Revised Standard Specifications (Excluding Division 1) and any other Caltrans Manuals as identified in Exhibit "A";
- (F) the current version Manual for Uniform Traffic Control Devices (MUTCD) California edition; and
- (G) all applicable local, state and federal laws, rules and regulations.

In the case of any conflict between or amongst the foregoing, this Agreement shall govern over the attached exhibits and incorporated standards and manuals. Notwithstanding the foregoing, in the case of any conflict in the foregoing, the most stringent requirement shall apply unless otherwise agreed upon in writing by the Commission.

3.1.2 Term. The term of this Agreement shall be from July 1, 2025 to December 31, 2027, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Responsibilities of Contractor.**

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

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

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

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

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

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

### 3.2.8 Period of Performance

3.2.8.1 Contractor shall perform and complete the Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided in a Task Order or separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Commission will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Commission as fixed and liquidated damages, and not as a penalty, the sum of [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] Dollars (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8.2 Neither Commission nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of

this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.2.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, given written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delay, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the Commission may still terminate this Agreement in accordance with the termination provisions herein.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Commission. If Contractor disputes the Commission's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Contractor shall be solely responsible for all costs arising therefrom. Commission is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some



other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Commission or its representatives for inspection and copy at any time during normal business hours. The Commission shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Commission to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Commission against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

(A) Contractor shall comply, and shall ensure all subcontractors comply, with all requirements of the most current version of the CARB including, without limitation,

all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

(B) Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' Fleet including, without limitation, the Certificate(s) of Reported Compliance (CRCs), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the Commission.

(C) Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the Commission, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

#### 3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Regional Water Quality Control Board; the Commission's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or Commission to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the Commission, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Commission, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, Commission will provide Contractor with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Commission that the subcontractor has secured all insurance required under this Section.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Umbrella/Excess Liability*; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Umbrella/Excess Liability* Coverage: \$5,000,000; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the Commission. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Commission evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Commission will be promptly reimbursed by Contractor or the Commission may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Commission may suspend or terminate this Agreement.

(D) Additional Insured. The Riverside County Transportation Commission, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the Riverside County Transportation Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the Commission and Caltrans, before the Commission's or Caltrans' own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Umbrella/Excess Liability Coverage. Umbrella or excess liability insurance on a "follow form" and "pay on behalf" basis as necessary to provide total per occurrence and aggregate limits of not less than \$5,000,000 that will provide bodily injury, and property damage liability coverage at least as broad as the primary coverages set forth above. The required umbrella liability limits are separate from and in addition to the required general and auto liability limits. The umbrella or excess policies shall not contain exclusions barring follow-

form coverage for required coverages in this Agreement. The umbrella or excess policy shall include the same endorsements for the benefit of the Commission and Caltrans as required for the general liability policy as set forth in (A) above.

(D) Workers' Compensation and Employer's Liability Coverage.

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

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the Commission; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Commission, Caltrans, their officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, Caltrans, their directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the Commission, Caltrans, their officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Commission, Caltrans, their officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. Contractor shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. If requested by Contractor, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the Commission shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

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

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

3.2.11.9 Reporting of Claims. Contractor shall report to the Commission, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

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

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by Commission in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Commission concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Commission.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by Commission in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Commission concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Commission.

3.2.13.3 Bond Provisions. Should, in Commission's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from Commission. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Commission, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the Commission. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the

Commission, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Commission. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Commission may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the Commission. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Commission.

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

#### 3.2.15 Work Sites.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the Commission immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Except as set forth in the Special Conditions or Specifications, should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the Site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the Commission in writing. The Commission shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The

Services in the affected area shall not thereafter be resumed except by written agreement of the Commission and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by Commission.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Commission of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Commission in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Commission may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Commission, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Commission by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Commission. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Commission, the Commission shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Commission for any expenses incurred hereunder upon demand.

### **3.3 Fees and Payments.**

#### **3.3.1 Compensation.**

3.3.1.1 Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates or lump sum amounts set forth in Exhibit "C" attached hereto and incorporated herein by reference.

3.3.1.2 Compensation, including authorized reimbursements, for Services for remedial maintenance work rendered under this Agreement and authorized by a fully executed Task Order shall be at the rates set forth in Exhibit "C" attached hereto, unless an



alternate method of payment is set forth in the Task Order. The total compensation per Task Order shall be set forth in the relevant Task Order, and shall not exceed said amount without written approval of the Commission's Executive Director, or his or her designee.

3.3.1.3 The total compensation to be provided under this Agreement for all Services shall not exceed One Million Three Hundred Seventy-Two Thousand Five Hundred Fifty Dollars (\$1,372,550) without a written amendment to this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to Commission a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. Commission may deduct or withhold, as applicable, from each progress payment an amount necessary to protect Commission from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Commission, incurred by the Commission for which Contractor is liable under the Agreement; and (4) any other sums which the Commission is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Commission to deduct any of these sums from a progress payment shall not constitute a waiver of the Commission's right to such sums.

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

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

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Commission shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs or penalties arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing

wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

**3.3.7 DIR Registration.** If the Services are being performed as part of an applicable “public works” or “maintenance” project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

**3.3.8 Labor Compliance; Stop Orders.** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Commission. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **3.4 Termination of Agreement.**

**3.4.1 Grounds for Termination.** Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Commission, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the Commission provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

### 3.5 General Provisions.

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

**CONTRACTOR:**

Iteris, Inc.  
1700 Carnegie Ave.  
Suite 100  
Santa Ana, CA 92705  
Attn: Brian Akerley

**COMMISSION:**

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

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

#### 3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Commission, Caltrans, their officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Commission, Caltrans or their agents, servants, or independent contractors who are directly responsible to the Commission or Caltrans, or for defects in design furnished by those persons.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Commission's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against Commission, Caltrans or their officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Commission and Caltrans for the cost of

any settlement paid by Commission, Caltrans or their officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Commission's and Caltrans' attorney's fees and costs, including expert witness fees. Contractor shall reimburse Commission, Caltrans and their officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Commission, Caltrans, their officials, employees, agents and authorized volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Commission. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Commission.

3.5.4 Conflict of Interest.

(A) Contractor shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement.

(B) Contractor hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement. Contractor agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Contractor further agrees to complete any statements of economic interest if required by either Commission or State law.

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

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

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

3.5.6 Employment Adverse to the Commission. Contractor shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

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

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

3.5.9 Commission's Right to Employ Other Contractors. Commission reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

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

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Commission include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.15 No Third Party Beneficiaries. Except to the extent expressly provided herein, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the Commission's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom

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

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

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

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

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

3.5.23 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference as if fully set forth herein.

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

3.5.25 Federal Provisions. Funding for the Services will be provided, in whole or in part, by the FHWA through Caltrans. Contractor shall fully and adequately comply with the provisions included in Exhibit "D" (FHWA Requirements) attached to this Agreement and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON NEXT PAGE]**

DRAFT

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AND ITERIS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first written above.

**RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION**

**ITERIS, INC.**

\_\_\_\_\_  
Aaron Hake, Executive Director

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Approved as to Form:*

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Contractor's License Number and  
Classification

\_\_\_\_\_  
DIR Registration Number

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

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



**EXHIBIT “A”**  
**SCOPE OF SERVICES**

DRAFT

## PROJECT UNDERSTANDING AND LOCAL EXPERTISE IN TRAFFIC OPTIMIZATION

This project aims to enhance traffic management along this eight-mile, non-tolled section of the I-15 by using advanced sensors and ITS features to monitor and adjust real-time traffic conditions. The coordinated ramp metering system will dynamically control the flow of vehicles entering the freeway, ensuring smoother traffic movement and maintaining steady speeds on the mainline. By optimizing entry points and reducing congestion, the system will help improve safety by minimizing collisions and ensuring more consistent travel speeds. We understand the importance of maintaining this balance between efficiency and safety and are committed to supporting the project's success through proactive system maintenance and management.

## SEAMLESS SYSTEM & MAINTENANCE MANAGEMENT

Our team will coordinate closely with your operations contractors to monitor and maintain the Smart Freeway System elements. This will enable your pilot project's operational goals, enable rapid issue response, and provide access to organized maintenance reports and data. Iteris plans to approach RCTC's maintenance management monitoring process by utilizing Iteris' asset management solution, ClearAsset. ClearAsset is a cloud-based asset-management software that incorporates an asset management database, provides field device and network health monitoring capabilities, and comprehensive maintenance management tools all rolled into one platform. With ClearAsset we are able to prioritize maintenance of key device categories, manage routine maintenance schedules, track repair task orders, view activity notes and logs in real-time, and document all assets and their locations in an organized and efficient manner. This will allow us to document our activities with great transparency to RCTC and your operations contractors. Our focus will be to utilize the prioritization categorizations you outlined of Priority 1 events to be responded to within 24 hours and Priority 2 issues within 5 days. Designated RCTC staff will have User access credentials so that they can log into ClearAsset at any time, from anywhere and see what activities are in process, closed out or need additional attention – all in real-time!

Clear Asset also has the capability to provide continuous remote management services which we can optionally provide. This will allow for a proactive maintenance approach which while documenting our activities for RCTC and your contractors will allow Iteris staff to begin a response before other staff have noticed device issues. This can be further discussed as the project begins to explore if your project partners would allow this capability.

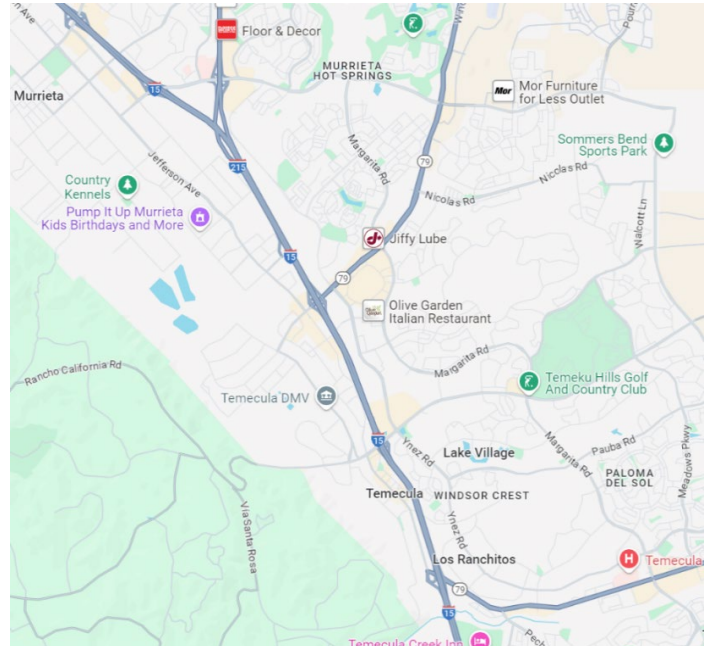


Figure 1- I-15, 8 Miles non-tolled Smart Freeway



## STAKEHOLDER COLLABORATION AND PROJECT ASSUMPTIONS

Iteris understands the roles and responsibilities of each stakeholder and the unique challenges that RCTC may face since this is the first implementation of CARM and VSL in California. We recognize the importance of effective collaboration between RCTC, Caltrans, and Transmax to ensure the successful support and maintenance of these systems. We also assumed that Caltrans and Transmax are providing general device surveillance within the Smart Corridor network. Again, we can automate this process with the appropriate discussions with Caltrans and other stakeholders given our understanding of their security needs. Iteris assumes all TIRTL sensors parts and spare parts are available during the 27 months of service.

## STAFFING PLAN

Iteris proposes **Mr. Brian Akerley**, MELE, as Project Manager for this project. He will be the principal contact with RCTC and other entities per the RCTC's direction. Mr. Akerley will oversee work from project inception to completion and will also be responsible for coordinating staff activities and meetings.

## DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal for this project has been calculated in good faith, based on the scope of work and the opportunities for DBE participation. We believe we can meet a DBE goal set at 11%, reflecting a commitment to ensuring meaningful inclusion of DBEs in the project while considering the nature and size of the work involved.

## PREVENTATIVE MAINTENANCE SCOPE OF WORK

Effective and consistent preventative maintenance is the cornerstone of device and asset longevity. As a result, Iteris proposes a monthly preventative maintenance program that will encompass every ITS element and related asset present in the 8-mile segment of I-15. As mentioned previously, Iteris will leverage the capabilities of ClearAsset to efficiently manage and track all preventative maintenance activities. As an added benefit, RCTC Staff will be given user rights to ClearAsset and will be able to monitor and track all activities and repair tickets as they happen in real-time. With that we're able to prioritize categories, the priorities of the assets and their response time.

Below is a list of the devices, equipment and assets that will be maintained and/or inspected monthly:

- Qty:25 - Visual Inspection of TIRTL Curb and Optical Scopes
- Qty:11 - Visual Inspection and vacuuming of TIRTL Tall Enclosures
- Qty:14 - Visual Inspection and vacuuming of TIRTL Pole Mount Enclosures
- Qty:25 – Inspection and cleaning of TIRTL Optical Scopes including both the transmitter and receiver
- Qty:15 - Visual Inspection of 4'x4' DMS Signs including inspection of the DMS controllers
- Qty:6 - Visual Inspection of ramp DMS Signs including inspection of the DMS controllers
- Qty:1 - Visual Inspection and cleaning of CCTV Lens
- Qty:2 - Visual Inspection and vacuuming of 342LX Cabinet
- Qty:2 - Visual Inspection and vacuuming of 334LS Cabinet
- Qty: 25 Visual Inspection and vacuuming of TIRTL cabinets
- Qty:70 - Visual Inspection of #5(T) Pull Boxes for damage, vandalism, missing lid bolts, etc.
- Qty:10 - Visual Inspection of #5 Pull Boxes for damage, vandalism, missing lid bolts, etc.
- Qty:24- Visual Inspection of #6E(T) Pull Boxes for damage, vandalism, missing lid bolts, etc.
- Qty:8 - Visual Inspection of #9A Pull Boxes for damage, vandalism, missing lid bolts, etc.
- Qty:2 - Visual Inspection of Ramp Meter poles, signs, graffiti
- Qty:2 - Visual Inspection and vacuuming of Ramp Meter cabinets
- Qty:55 - Visual Inspection of Roadside Signs
- Qty:6 Visual Inspection of Midwest Guardrail System Segments
- Qty:16 Visual Inspection of Concrete Barrier Segments
- Qty: 19 Visual inspection, cleaning and voltage check of solar panel/battery systems
- As-needed Cabinet, Enclosure & Pole Graffiti Removal
- As needed Roadside Sign Graffiti Removal

## COMPREHENSIVE MAINTENANCE AND PERFORMANCE MANAGEMENT

Even though we will be providing RCTC with the best preventative maintenance program available, assets will deteriorate, fail, or get damaged. Iteris knows this and is ready and able to get to work to get the impacted Smart Freeway elements replaced, repaired or up and running ASAP. We will provide on-call remedial and corrective maintenance to promptly address any Smart Freeway System malfunctions, ensuring full system functionality. This includes clearing obstructions, troubleshooting faults, coordinating third-party repairs, and resolving issues that impact ITS performance. In addition to supporting the full spectrum of ITS element repair and replacement needs, Iteris has partnered with two subcontractors to fulfill the full gamut of maintenance support needed. Iteris has partnered with Full Traffic Maintenance Inc. (DBE) which is a traffic control subcontractor and has extensive experience in providing mainline lane closures and Attenuator truck support. Additionally, for Guardrail repair needs, we have partnered with Ferreira Construction Inc. to



provide the crews needed to support any and all guardrail repair needs.

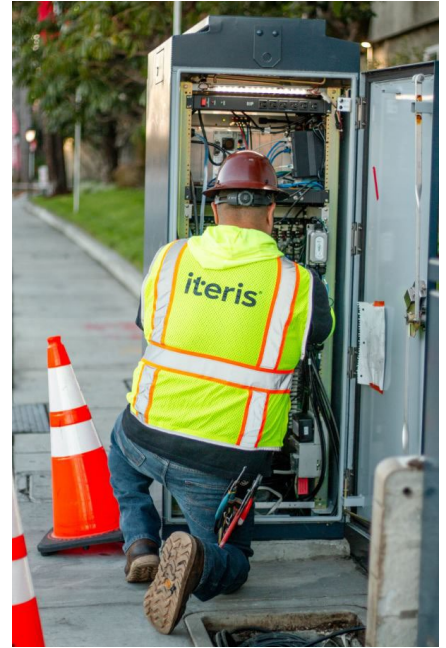
## PROJECT KICKOFF & COMMENCEMENT

At Iteris we believe a successful project kickoff sets the tone for the entire project, ensuring alignment and clarity from the start. It begins with a well-organized meeting that brings together all key stakeholders, including team members, clients, and vendors, to establish a shared understanding of the project's objectives, scope, and expectations. During this meeting, roles and responsibilities are clearly defined, timelines are outlined, and potential risks are identified. Effective communication and collaboration are emphasized, creating a foundation for a strong team dynamic. Additionally, project goals are broken down into actionable steps, and any tools, resources or training required are outlined. A successful kickoff not only energizes the team but also fosters commitment to achieving project success through mutual understanding and a clear roadmap.

The cornerstone of this effort is the system itself which is comprised of numerous field elements and assets. Within 30 days of the Demonstration Period Notice to Proceed we will conduct a field assessment of all assets along the corridor. This assessment will result in a list of all assets to be maintained which will be imported into ClearAsset for tracking and maintenance management purposes. Along with the assessment will be a recommended list of inventory parts intended for repair tasks. This inventory list will be submitted to RCTC for approval and once approved will be imported into ClearAsset to be managed and tracked. RCTC will retain ownership of all parts, including any unused items returned at the end of the Demonstration Period.

In addition to the initial field assessment, Iteris will dedicate two staff members for (5) days each to attend Agency and Manufacturer related training. This training is intended to ensure our Electricians are fully versed in the systems involved and can address all aspects of equipment related repair and replacement tasks when they occur. Examples of training that we expect will need to be completed are:

- TIRTL System Device Replacement & Installation Procedures
- Common TIRTL system issues and troubleshooting tips
- ITS Network Architecture overview
- Transmax system overview
- Calltrans TMP
- Review of construction As-Built's



**EXHIBIT “B”**  
**SCHEDULE OF SERVICES**

DRAFT

provide the crews needed to support any and all guardrail repair needs.

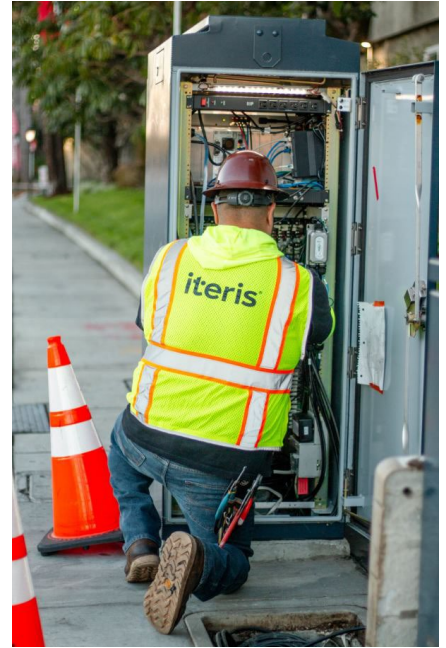
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**EXHIBIT “C”**  
**COMPENSATION**

DRAFT



# PRICING

Bid Item	Item Description	Unit Of Measure	Estimated Quantity	Unit Price	Extended Price
<b>Project Kickoff and Commencement - Including Initial System Assessment, Spare Equipment List/Procurement, Pre-Commissioning/Training, etc.</b>					
1	Senior Project Manager	HR	38	\$389.00	\$14,782.00
	Deputy Project Manager	HR	22	\$296.00	\$6,512.00
	Journeyman Electrician	HR	187	\$179.00	\$33,473.00
<b>Monthly Performance/Status Meetings with RCTC and Iteris</b>					
2	Senior Project Manager	HR	78	\$389.00	\$30,342.00
	Deputy Project Manager	HR	78	\$296.00	\$23,088.00
<b>Monthly Device &amp; Asset Preventative Maintenance (Regular 8-Hour Shifts)</b>					
3	Monthly Preventative Maintenance (Regular 8-Hour Shifts)	MO	26	\$19,843.00	\$515,918.00
<b>Remedial/Corrective Maintenance Priority 1 (24 Hour Response)</b>					
4	System Technician *	HR	384	\$261.00	\$100,224.00
5	Electrician *	HR	384	\$288.00	\$110,592.00
6	Utility Vehicle – Ram 5500 *	HR	384	\$52.00	\$19,968.00
7	Traffic Control Crew (DBE) **	HR	192	\$649.00	\$124,608.00
8	Traffic Control Attenuator Truck (DBE)**	HR	192	\$495.00	\$95,040.00
9	Guardrail Repair Crew (Materials paid on Force Account)*	HR	48	\$1,429.00	\$68,592.00
10	Miscellaneous Civil Repair Crew (Materials paid on Force Account) *	HR	48	\$468.00	\$22,464.00
<b>Remedial/Corrective Maintenance Priority 2 (5 Day Response)</b>					
11	System Technician	HR	96	\$233.00	\$22,368.00
12	Electrician	HR	96	\$233.00	\$22,368.00
13	Utility Vehicle – Ram 5500	HR	96	\$52.00	\$4,992.00
14	Guardrail Repair Crew (Materials paid on Force Account)	HR	48	\$1,429.00	\$68,592.00
15	Miscellaneous Civil Repair Crew (Materials paid on Force Account)	HR	48	\$388.00	\$18,624.00
<b>Pre-established Material Allowances</b>					
16	Electrical Spare Parts and Miscellaneous Materials	FA	1	\$25,000.00	\$25,000.00
17	Guardrail Repair Materials	FA	1	\$30,000.00	\$30,000.00
18	Miscellaneous Civil Repair Materials	FA	1	\$15,000.00	\$15,000.00

\* Rates are Portal-to-Portal with a 4-Hour minimum

**GRAND TOTAL \$1,372,547.00**

\*\* Anticipated DBE Goal based on available traffic control work is 11%



## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Riverside County Transportation Commission (hereinafter referred to as "Commission") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Commission in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Commission, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Commission, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Commission from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Commission's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Commission to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Commission's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Commission, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Commission under the Contract and any modification thereto, less any amount previously paid by the Commission to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Commission to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Commission under the Contract and any modification thereto, less any amount previously paid by the Commission to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Commission may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Commission, when declaring the Contractor in default, notifies Surety of the Commission's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$ \_\_\_\_\_.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Riverside County Transportation Commission (hereinafter designated as the "Commission"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Commission in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or

relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Commission and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal) \_\_\_\_\_

Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

Surety

By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

## **EXHIBIT "D"**

### **FUNDING REQUIREMENTS**

#### **(CALTRANS/FHWA)**

##### **1. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.**

Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

Contractor also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Contractor to Commission.

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

##### **2. ACCOUNTING SYSTEM.**

Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of Contractor and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

##### **3. AUDIT REVIEW PROCEDURES.**

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

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

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

##### **4. EQUIPMENT PURCHASE**

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



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

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

Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Contractor may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Commission and Contractor. If Contractor determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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

## **5. PROHIBITED INTERESTS.**

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

(B) Covenant Against Contingent Fees. As required in connection with federal funding, the Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(C) Rebates, Kickbacks or Other Unlawful Consideration. Contractor warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the

contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**6. COVENANT AGAINST EXPENDITURE OF COMMISSION, STATE OR FEDERAL FUNDS FOR LOBBYING.**

The Contractor certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Contractor to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Contractor shall complete and submit the attached Exhibit "F", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

The Contractor's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Contractor subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

**7. STATEMENT OF COMPLIANCE.**

(A) Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(B) During the performance of this Agreement, Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(C) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and any regulations or standards adopted by Commission to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(D) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Commission shall require to ascertain compliance with this clause.

(E) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(F) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## **8. FHWA TITLE VI ASSURANCES.**

(A) Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(B) Nondiscrimination: Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(C) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(D) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

(F) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request Commission enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **9. ADDITIONAL NONDISCRIMINATION REQUIREMENTS**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **10. DEBARMENT AND SUSPENSION CERTIFICATION**

(A) CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

(B) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(C) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **11. DISCRIMINATION**

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Contractor or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

## **12. PROMPT PAYMENT**

(A) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Contractor receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

(B) In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, Contractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Contractor to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

(C) The above provisions apply to Contractor's subcontractors who retain subcontractors.

(D) **PROMPT PAYMENT CERTIFICATION** For projects awarded on or after September 1, 2023: the Contractor shall submit Caltrans Exhibit 9-P (available at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms> and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

## **13. RELEASE OF RETAINAGE**

No retainage will be held by the Commission from progress payments due to Contractor. Contractor and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by Contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

#### **14. LEGAL REMEDIES**

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Contractor shall include a provision to this effect in each of its agreements with its subcontractors.

#### **15. DBE PARTICIPATION**

(A) . Contractor or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Commission has included a contract goal for DBEs under this Agreement. Contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Contractor shall meet the DBE goal shown in this exhibit, or demonstrate that it made adequate Good Faith Efforts (GFE) to meet this goal. It is Contractor's responsibility to verify all DBE firms included in its proposal are certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform under this Agreement. Additionally, the Contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

Contractors who enter into a federally-funded agreement will assist the Commission in a good faith effort to achieve California's statewide overall DBE goal. Any subcontract entered into as a result of this Agreement shall contain all of the DBE provisions in this Exhibit "D".

## **16. DBE GOAL**

The goal for DBE participation for this Agreement is 19%. Participation by DBE Contractor or subcontractors shall be in accordance with information contained in Exhibit 10- O2: Contractor Contract DBE Commitment attached hereto and incorporated as part of this Agreement. If a DBE subcontractor is unable to perform, Contractor must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

(A) Contractor can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Contractor has not met the DBE goal, Contractor must complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

## **17. CONTRACT ASSURANCE: REMEDIES**

(A) Contract Assurance. Under 49 CFR 26.13(b):

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

(B) Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Contractor from future proposing as non-responsible

## **18. TERMINATION AND REPLACEMENT OF DBE SUBCONTRACTORS**

Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Contractor or DBE subcontractor obtains the Commission's written consent. Contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the Commission. Unless the Commission's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Contractor Contract DBE Commitment form.

(A) Termination of DBE Subcontractors. After execution of this Agreement, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Commission:



- (1) Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- (2) The Commission stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Commission's bond requirements.
- (3) Work requires a Contractor's license and listed DBE does not have a valid license under Contractors License Law.
- (4) Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
- (5) Listed DBE's work is unsatisfactory and not in compliance with the contract.
- (6) Listed DBE is ineligible to work on the project because of suspension or debarment.
- (7) Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
- (8) Listed DBE voluntarily withdraws with written notice from this Agreement.
- (9) Listed DBE is ineligible to receive credit for the type of work required.
- (10) Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on under this Agreement.
- (11) The Commission determines other documented good cause.

(B) Contractor must use the following procedures to request the termination of a DBE or portion of a DBE's work:

- (1) Send a written notice to the DBE of the Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Commission. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Commission by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
- (2) If the DBE does not respond within five (5) business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
- (3) Submit Contractor's DBE termination request by written letter to the Commission and include:

- (4) One or more above listed justifiable reasons along with supporting documentation.
- (5) Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
- (6) The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.
- (7) The Commission shall endeavor to respond in writing to Contractor's DBE termination request within five (5) business days.

(C) Replacement of DBE Subcontractors. After receiving the Commission's written authorization of DBE termination request, Contractor must obtain the Commission's written agreement for DBE replacement. Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

- (1) Submit a request to replace a DBE with other forces or material sources in writing to the Commission which must include:
  - (2) Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
  - (3) The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Description of scope of work and cost proposal
    - Proposed subcontract agreement and written confirmation of agreement to perform under this Agreement.
- (4) Revised Exhibit 10-O2: Contractor Contract DBE Commitment. If Contractor has not identified a DBE replacement firm, submits documentation of Contractor's GFEs to use DBE replacement firms within seven (7) days of Commission's authorization to terminate the DBE. Contractor may request the Commission's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
  - Search results of certified DBEs available to perform the original DBE work identified and or other work Contractor had intended to self-perform, to the extent needed to meet DBE commitment
  - Solicitations of DBEs for performance of work identified
  - Correspondence with interested DBEs that may have included contract details and requirements

- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Commission may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports Contractor's GFE

The Commission shall endeavor to respond in writing to Contractor's DBE replacement request within five (5) business days.

#### **19. DBE COMMITMENT AND UTILIZATION**

The Commission's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The Commission shall request Contractor to:

- (1) Notify the Commission's contract administrator or designated representative of any changes to its anticipated DBE participation
- (2) Provide this notification before starting the affected work
- (3) Maintain records including:
  - Name and business address of each 1st-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Contractor is a DBE Contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Contractor in writing of the certification date. Contractor shall submit the notifications to the Commission. On work completion, Contractor shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the Commission within 30 days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the Commission within 90 days of contract acceptance. The Commission will withhold \$10,000 until the form is submitted. The Commission will release the withheld funds upon submission of the completed form.

In the Commission's reports of DBE participation to Caltrans, the Commission must display both commitments and attainments.

## **20. COMMERCIALLY USEFUL FUNCTION - DBES**

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

Contractor must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the Project.

Contractor must provide written notification to the Commission at least 15 days in advance of each DBE's initial performance of work or supplying materials for this Agreement. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation (available online at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>) and incorporated herein by reference). Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation (available online at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>) and incorporated herein by reference. Contractor must submit to the Commission these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

Contractor must notify the Commission immediately if they believe the DBE may not be performing a CUF. The Commission will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional Commission

evaluations. The Commission must evaluate DBEs and their CUF performance throughout the duration of this Agreement. The Commission will provide written notice to the Contractor and the DBE at least two (2) business days prior to any evaluation. The Contractor and the DBE must participate in the evaluation. Upon completing the evaluation, the Commission must share the evaluation results with the Contractor and the DBE. An evaluation could include items that must be remedied upon receipt. If the Commission determines the DBE is not performing a CUF, the Contractor must suspend performance of the noncompliant work.

Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of Commission's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If Contractor and/or the Commission determine that a listed DBE is not performing a CUF in performance of their DBE committed work, Contractor must immediately suspend performance of the noncompliant portion of the work. The Commission may deny payment for the noncompliant portion of the work. The Commission will ask the Contractor to submit a corrective action plan (CAP) to the Commission within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The Commission has five (5) days to review the CAP in conjunction with the Contractor's review. The Contractor must implement the CAP within five (5) days of the Commission's approval. The Commission will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function under the Agreement, Contractor may have good cause to request termination of the DBE.

(A) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

(B) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

## **21. RECORDS OF PAYMENTS TO DBES**

(A) Contractor shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier.

The records shall show the date of payment and the total dollar figure paid to all firms. DBE Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

(B) For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

(C) For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the Contractor must submit Exhibit 9-P to the Commission. If the Contractor does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

## **22. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Contractor's subcontractors completed and submitted the Certificate of subcontractor Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Contractor's proposal. If it is later determined that Contractor's subcontractors knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

## **23. ENVIRONMENTAL COMPLIANCE**

(A) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(B) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

## **24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Contractor certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period, because of Contractor's failure to comply with an order of a federal court that orders Contractor to comply with an order of the National Labor Relations Board.

**25. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

Contractor shall not obligate or expend any funds to be reimbursed under this Agreement to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
  - Huawei Technologies Company;
  - ZTE Corporation;
  - Hytera Communications Corporation;
  - Hangzhou Hikvision Digital Technology Company;
  - Dahua Technology Company; and
  - Subsidiaries or affiliates of the above-mentioned companies.
- and customers is sustained.

**EXHIBIT "E"**

**SAMPLE TASK ORDER FORM**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**TASK ORDER**

Task Order No. \_\_\_\_\_

Agreement: RIVERSIDE COUNTY TRANSPORTATION COMMISSION PREVENTATIVE  
MAINTENANCE AND ON-CALL REMEDIAL MAINTENANCE SERVICES AGREEMENT

Contractor:

**The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00

**Completion Date:** \_\_\_\_\_, 202\_\_

The undersigned contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above. The persons signing below represent and warrant that they are authorized to sign this Task Order on behalf of the identified parties.

**Riverside County Transportation Commission**

**Contractor**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_





# **AGENDA ITEM 7G**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	May 14, 2025
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Western Riverside County Programs and Projects Committee Jeff Dietzler, Capital Projects Manager
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Amendment with Stantec Consulting Services, Inc., for the Interstate 15 Express Lanes Project Southern Extension Traffic and Revenue Studies

**WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve Agreement No. 15-31-048-14, Amendment No. 14 to Agreement No. 15-31-048 with Stantec Consulting Services, Inc. (Stantec) to provide Traffic and Revenue (T&R) studies and financing support for the Interstate 15 Express Lanes Project Southern Extension (15 ELPSE) for an additional amount of \$820,000, and a total amount not to exceed \$5,678,040; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission.

**BACKGROUND INFORMATION:**

A T&R report is used to estimate the potential traffic and revenue of a toll facility. The T&R studies, also referred to as forecasts, generally develop conservative estimates to ensure toll operators generate sufficient funds to support operations and maintenance, required repair and rehabilitation and any financing obligations for the facility.

A T&R study starts with developing a 50+ year traffic simulation model incorporating the regional traffic model with yearly traffic volume outputs based on programmed corridor projects, land development projects, and regional growth. This traffic model is then used as the basis to evaluate the proposed toll project year-on-year revenues to evaluate potential gross toll revenue, the ability to support ongoing operations and maintenance costs (O&M), and the potential yearly surplus toll revenue.

Back in 2010, the Commission procured Stantec to provide an investment grade T&R study to evaluate the traffic operations of the proposed State Route 91 Corridor Improvement Project (CIP) express lanes and to model the year-on-year toll revenues generated by the project. An

investment grade T&R study is a higher grade study which is evaluated by outside investors and upon which the Commission can base prospective finance terms. Stantec is one of few traffic modeling firms whose T&R studies can be considered 'investment grade'.

Based upon the success of the SR-91 CIP project, in 2015 the Commission retained the services of Stantec to perform a similar investment grade T&R study for the I-15 Express Lanes Project (ELP) in support of ELP project financing. Stantec's work was instrumental in securing the TIFIA loan needed to deliver the ELP design-build project.

For both the SR-91 CIP and I-15 ELP express lanes corridors, Stantec's respective contracts for each project have been amended yearly on a recurring contract basis to support the Commission's tolling operations group with ongoing updates to each corridor's traffic and revenue models. Their in-depth knowledge and established financial models provide essential revenue data in support of the Commission's on-going operations and future expansion planning.

### **DISCUSSION:**

The current 15 ELPSE is the next planned expansion of the Commission's tolled express lanes network, proposing to extend the current I-15 ELP lanes south from their current termini at Cajalco Road in the city of Corona approximately 15 miles south to SR-74 in the city of Lake Elsinore. The 15 ELPSE began its Project Approval and Environmental Document phase in 2019 with an anticipated completion by the end of 2025.

In April 2024, the Commission procured the services of a Project and construction management (PCM) consultant (Parsons) to analyze the viability of delivering the 15 ELPSE project utilizing Progressive Design Build (PDB) delivery. One of the key characteristics of PDB is that the proposed project can be delivered in segments as project funding becomes available.

As the ELPSE is an extension of the already opened to traffic ELP express lanes, the potential traffic and toll revenue impacts of adding the ELPSE express lanes is best evaluated using the existing Stantec I-15 traffic model. In support of the 15 ELPSE PDB delivery, Stantec has provided a cost estimate to support PDB delivery options with traffic and revenue analysis in the following ways:

1. During the initial design stage of PDB, evaluate scoping concepts by providing traffic and toll revenue analyses to determine the scope and configuration of the first construction segment which maximizes the traffic benefits for the available project funding.
2. Once the initial project delivery segment is identified, Stantec would then produce an updated investment grade T&R in support of the Commission financing the delivery of either the initial project segment, or future segments, as needed.


Staff has reviewed the cost estimate proposed by Stantec for these efforts and find it to be fair and reasonable.

With Stantec’s long history and in-depth knowledge of both the SR-91 and I-15 express lanes traffic operations, and the already produced traffic and revenue models currently used by tolling operations, it is in the Commission’s best interest to sole-source this ELPSE T&R scope to Stantec. The proposed contract amendment is valued at \$820,000.

Staff recommends the Commission approve Agreement No. 15-31-048-14, Amendment No. 14 to Agreement No. 15-31-048 with Stantec to provide T&R studies and financing support for the 15 ELPSE for an additional amount of \$820,000, and a total amount not to exceed \$5,678,040. Additionally, staff recommends authority for the Chair or Executive Director to execute the agreement on behalf of the Commission, pursuant to legal counsel review.

**FISCAL IMPACT:**

Costs for this proposed amendment will be paid from I-15 surplus toll revenue funds. Anticipated expenditures for Fiscal Year 2025/26 have been included in the proposed budget.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2025-26	Amount:	\$820,000
Source of Funds:	I-15 Surplus toll revenue			Budget Adjustment:	N/A
GL/Project Accounting No.:	153044 65520 00000 0000 515 31 65520				
Fiscal Procedures Approved:				Date:	04/18/2025

**Attachments:**

- 1) Stantec Scope of Work and Budget Detail
- 2) Stantec Draft Agreement No. 15-031-048-14

<p><i>Approved by the Western Riverside County Programs and Projects Committee on April 28, 2025</i></p>					
In Favor:	10	Abstain:	0	No:	0



AMENDMENT NO. 14  
TO  
AGREEMENT FOR  
INVESTMENT GRADE TRAFFIC AND REVENUE STUDY SERVICES

1. PARTIES AND DATE

This Amendment No. 14 to Agreement for Investment Grade Traffic and Revenue Study Services is made and entered into as of this \_\_\_\_\_ day of 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and STANTEC CONSULTING SERVICES INC. ("Consultant"), a New York corporation.

2. RECITALS

- 2.1 Commission and Consultant have entered into that certain Agreement for Investment Grade Traffic and Revenue Study Services for the 1-15 Express Lanes Project (ELP), dated April 8, 2015 (the "Master Agreement").
- 2.2 The Commission and the Consultant have entered into Amendment No. 1, dated November 16, 2016, for the purpose of providing additional traffic and revenue study work, revising the Schedule of Services and for providing additional compensation for additional services.
- 2.3 The Commission and the Consultant have entered into Amendment No. 2, dated June 23, 2017, for the purpose of revising the Scope of Services to provide additional traffic and revenue study work and to provide additional compensation for the additional services.
- 2.4 The Commission and the Consultant have entered into Amendment No. 3, dated March 27, 2018, for the purpose of providing a traffic and revenue impact analysis to determine if design modifications to the ELP will impact revenue projections and to collect pre-construction traffic data in order to prepare a



future "Before and After Study", and to provide additional compensation for the additional services.

- 2.5 The Commission and the Consultant have entered into Amendment No. 4 dated March 27, 2018, for services related to the Interstate 15/Route 91 Express Lanes Connector Project (ELC) and to include mandatory Caltrans provisions related to the State funding for the ELC.
- 2.6 The Commission and the Consultant have entered into Amendment No. 5, dated July 13, 2018, for the purpose of providing continued support of the ELP and additional funding for such support.
- 2.7 The Commission and the Consultant have entered into Amendment No. 6, dated July 11, 2018, for the purpose of providing continued support of the ELC and additional funding for such support.
- 2.8 The Commission and the Consultant have entered into Amendment No. 7, dated June 28, 2019, for the purpose of revising the Consultant's labor rates, labor classifications and Other Direct Cost rates, and additional funding for continued support of the ELP.
- 2.9 The Commission and the Consultant have entered into Amendment No. 8, dated June 29, 2020, for the purpose of extending the term and providing continued support of the ELP and additional funding for such support.
- 2.10 The Commission and the Consultant have entered into Amendment No. 9, dated April 28, 2022, for the purpose of providing additional funding for the continued support of the ELC.
- 2.11 The Commission and the Consultant have entered into Amendment No. 10, dated June 29, 2022, for the purpose of extending the term and providing additional compensation for the continued support of the ELP.
- 2.12 The Commission and the Consultant have entered into Amendment No. 11, dated June 30, 2023, for the purpose of extending the term, including additional services and providing additional compensation for continued support of the ELP.

- 2.13 The Commission and the Consultant have entered into Amendment No. 12, dated August 28, 2023, for the purpose of adding Fehr & Peers as a subconsultant to the Consultant.
- 2.14 The Commission and the Consultant have entered into Amendment No. 13, dated June 30, 2024, for the purpose of extending the term, including additional services and providing additional compensation for continued support of the ELP.
- 2.15 The Commission and Consultant now desire to amend the Master Agreement in order to include additional traffic and revenue study services required by the Commission for the I-15 Express Lanes Project Southern Extension (ELPSE) and to provide compensation for such additional services.

### 3. TERMS

- 3.1 The Services, as that term is defined in the Master Agreement, shall be amended to include investment grade traffic and revenue study services for the ELPSE project, as set forth in detail in Exhibit "A" attached to this Amendment No. 14 and incorporated herein by reference.
- 3.2 The maximum compensation for Services performed pursuant to this Amendment No. 14 shall be Eight Hundred Twenty Thousand Dollars (\$820,000) as further detailed in the attached Exhibit "A". Work shall be performed at the rates set forth in the Master Agreement, as previously amended.
- 3.3 The Consultant shall continue to perform the Services, as that term is defined in the Master Agreement, as previously amended by Amendments Nos. 1 through 13, for the continued support of the ELP.
- 3.4 Except as amended by this Amendment No. 14, all provisions of the Master Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

- 3.5 The recitals above are true and correct and are incorporated into this Amendment No. 14 by reference, and are hereby expressly made a part of this Amendment No. 14.
- 3.6 This Amendment No. 14 may be executed in one or more counterparts, each of which together shall constitute one and the same instrument. Facsimile signatures shall be considered original signatures.
- 3.7 This Amendment No. 14 shall be governed by the laws of the State of California. Venue shall be in Riverside County.

**[Signatures on following page]**

**SIGNATURE PAGE  
TO  
AMENDMENT NO. 14  
TO AGREEMENT FOR  
INVESTMENT GRADE TRAFFIC AND REVENUE STUDY SERVICES**

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

<p><b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b></p> <p>By: _____ Aaron Hake Executive Director</p>  <p><i>Approved as to Form:</i></p>  <p>By: _____ Best, Best &amp; Krieger LLP General Counsel</p>	<p><b>STANTEC CONSULTING SERVICES INC.</b></p> <p>By: _____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p><b>ATTEST:</b></p> <p>By: _____</p> <p>Its: _____</p>
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\* A corporation requires the signatures of two corporate officers.

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

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

## Exhibit "A"

### Scope of Services

#### **ELP + ELPSE Traffic and Revenue Studies**

- 1) **Traffic and Revenue Sensitivities and Additional Forecasts for the I-15 ELP and ELPSE.**  
Stantec will test impacts of various phasing and alternative ELPSE configurations as suggested by the RCTC and its PCM. This budget assumes full T&R forecasts for up to 5 scenarios that require varying degrees of effort.
  - Scenario 1: a change to the ELP+ELPSE toll policy. This scenario would require additional data collection and model validation to develop the T&R forecast. The cost of this scenario is estimated to be \$190,000.
  - Scenario 2: a substantial change vs. the current ELPSE assumptions and is estimated to cost \$100,000.
  - Scenarios 3 to 5: The remaining 3 scenarios are assumed to be relatively minor changes to phasing or configuration vs. the current scenarios and collectively cost \$125,000.
  - All scenarios assume that our sub-consultant Fehr & Peers will update and run the ELPSE simulation model (more runs for the scenarios with greater changes). The costs for the scenarios above include approximately \$110,000 of budget for Fehr & Peers.
  - We assume \$65,000 of budget to refresh various elements of the forecast that have changed in the recent past or are expected to change before we complete the T&R study. The changes include increasing the maximum toll charged to \$14, incorporating ELP performance from the latter half of 2024 and 2025, and incorporating findings following the widening of the SB 15 at Cajalco (Cajalco trap lane).

In addition to sensitivities requested by the RCTC, we also assume \$50,000 of budget for continuing participation in project development team meetings, presentation development, and a modest contingency budget. **Estimated FY 2026 Budget: \$530,000**
- 2) **T&R study documentation and Financing Support.** We anticipate T&R study documentation in the form of a report, and effort related to financing (Rating Agency reviews and sensitivities, and bond certificates). The cost of rating agency reviews and sensitivities can vary greatly depending on the nature of Rating Agency requests. Should the project be financed with municipal debt, we estimate that we will expend approximately \$225,000 to support this effort. **Estimated FY 2026 Budget: \$225,000**
- 3) **Traffic Study Support – 15 Ingress / Egress.** We would work with the RCTC and its consultants to evaluate access to/ from planned express lanes along I-15 south of SR 74 / Lake Elsinore. Stantec would provide traffic forecasts, update travel demand models, and review analyses on an as needed basis. **Estimated FY 2026 budget: \$65,000.**

# **AGENDA ITEM 7H**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	May 14, 2025
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Sandra Salgado, Management Analyst Lorelle Moe-Luna, Multimodal Services Director
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	2025 Title VI Program Report Update for the Federal Transit Administration

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

This item is for the Commission to:

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

**BACKGROUND INFORMATION:**

Title VI of the Civil Rights Act of 1964 and subsequent amendments protect persons in the United States from being excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.

The Commission's commitment to ensuring that its services are delivered and implemented in accordance with Title VI is described in the Non-Discrimination notice and procedures that were adopted by the Commission on October 10, 2012. The Commission fulfills its Title VI obligations with a Title VI Implementation Plan as required by the Federal Highway Administration and a Title VI Program Report as required by FTA. Although the core requirements for the two federal agencies are similar, there are some reporting differences as they pertain to highway- or transit-related projects. For example, FTA requires the Title VI Program Report to be approved by the agency's governing board. As such, the purpose of this item is for the Commission to review and approve an update to the Title VI Program for its transit-related activities.

**DISCUSSION:**

Title VI requirements for transit-related programs are set forth in FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. The Commission's Title VI Program was last updated in 2022 and is required to be updated every three years, or as necessary, when guidelines are revised or as compliance reviews require.



The Commission is unique in that it is not a traditional transit operator or a Metropolitan Planning Organization (MPO), but receives FTA funds for vanpool, station rehabilitation, and rail capital. FTA emphasizes an institution-wide application of Title VI, asserting that, *“Title VI covers all of the operations of covered entities without regard to whether specific portions of the covered program or activity are federally funded...Recipients are responsible for ensuring that all of their activities are in compliance with Title VI. In other words, a recipient may engage in activities not described in the Circular, such as ridesharing program, roadway incident response program, or other programs not funded by FTA, and those programs must also be administered in a nondiscriminatory manner.”* (p. II-1)

The Circular has general requirements and guidelines for all recipients and additional requirements for fixed route transit providers, states, and MPOs. As the regional transportation planning agency and county transportation commission, only the general requirements and guidelines, as listed below, are applicable to the Commission.

- 1) **Title VI Notice to the Public** – A notice shall be posted in public locations and website, including language that the recipient complies with Title VI and instructions on how to file a Title VI complaint to the Commission and directly to the FTA.
- 2) **Title VI Complaint Procedures and Complaint Form** – Procedures on filing a complaint shall be developed for investigating and tracking Title VI complaints. A complaint form must also include the necessary information and questions to conduct an investigation.
- 3) **List of transit-related Title VI investigations, complaints, or lawsuits** – FTA requires that files of investigations, complaints, or lawsuits that pertain to allegations of discrimination on the basis of race, color, or national origin in transit-related activities and programs be maintained for three years and a list of cases be held for five years.
- 4) **Public Participation Plan** – An established process or plan shall promote inclusive public participation and describe the proactive strategies, procedures, and desired outcomes of a recipient’s public participation activities.
- 5) **Language Assistance Plan** – Recipients are required to take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of its programs or activities for persons who are limited-English proficient.
- 6) **A table depicting the membership on non-elected committees and councils, broken down by race** – This pertains to transit-related, non-elected planning boards, advisory councils or committees.
- 7) **Monitoring procedures for subrecipients** – Metrolink is the only subrecipient during this reporting period. Since Metrolink is also a direct recipient of FTA funds and submits a Title VI report directly, the Commission is not required to monitor their Title VI procedures.
- 8) **Title VI equity analysis for the site and location of facilities** – “Facilities” included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. Recipients are required to complete an equity analysis, including the impacts of various siting alternatives, during the planning stage with regard to where

a project is located or sited to ensure that the location is selected without regard to race, color, or national origin.

- 9) **Documentation that the governing board has reviewed and approved the Title VI Program** – A copy of meeting minutes or a resolution must be submitted with the Title VI Program Report.

These sections have been reviewed and updated in the 2025 Title VI Program Report (Attachment 1). Upon approval of the Title VI Program, staff will submit the report to FTA via the Transit Award Management System and will post the updated documents on RCTC's website. Concurrence and approval of the report by the FTA Regional Civil Rights Office is anticipated within 30 days.

**FISCAL IMPACT:**

There is no financial impact to the Commission budget with the adoption of this program.

Attachment: 2025 Title VI Program Report

*Approved by the Budget and Implementation Committee on April 28, 2025*

In Favor: 11 Abstain: 0 No: 0



# 2025 TITLE VI PROGRAM REPORT



In accordance with the Federal Transit Administration guidelines.

If information is needed in another language, please call (951) 787-7141 for free translation services. Si se necesita este documento en Español, llame al 951-787-7141 para servicios de traducción gratuitos.

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## Appendices

Appendix A: Non-Discrimination Notice, Complaint Procedures, and Complaint Form

Appendix B: Public Participation Plan

Appendix C: Language Assistance Plan

## I. Introduction and Purpose

Title VI of the Civil Rights Act of 1964 protects persons in the United States from being excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.

The Riverside County Transportation Commission (RCTC or Commission) is committed to ensuring that its services are delivered and implemented in accordance with Title VI and other non-discriminatory regulations from the state and federal levels.

As a state and federal recipient, RCTC complies with the guidelines set forth by the State of California's (State) Department of Transportation (Caltrans), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). Caltrans requires local agencies to adopt a non-discriminatory notice, grievance procedures, complaint form, and a coordinator of the program. These were approved by the Commission on October 10, 2012, for implementing Title VI and Title II of the Americans with Disabilities Act. This is supplemented with the Commission's Title VI Implementation Plan as required by Caltrans/FHWA and a Title VI Program Report as required by FTA.

The purpose of this report is to certify RCTC's compliance with FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*, every three years. As stated in Chapter II, page 1 of the Circular, RCTC will ensure that Title VI compliance is carried out in all its programs and services, whether federally-funded or not, "Title VI covers all of the operations of covered entities without regard to whether specific portions of the covered program or activity are federally funded". In other words, a recipient may engage in activities not described in the Circular, such as ridesharing program, roadway incident response program, or other programs not funded by FTA, and those programs must also be administered in a nondiscriminatory manner."

The Circular has general requirements for all recipients and additional guidelines for fixed route transit providers, states, and Metropolitan Planning Organizations (MPOs). As the Regional Transportation Planning Agency (RTPA) and County Transportation Commission (CTC), the following general requirements and guidelines apply:

- 1) Title VI Notice to the Public
- 2) Title VI Complaint Procedures and Complaint Form
- 3) List of transit-related Title VI investigations, complaints, or lawsuits
- 4) Public Participation Plan
- 5) Language Assistance Plan

- 6) A table depicting the membership of non-elected committees broken down by race
- 7) Monitoring procedures for Subrecipients
- 8) Title VI equity analysis for the site and location of facilities
- 9) Documentation that the governing board has reviewed and approved of the Title VI Program

The following sections of this report document how the Commission is in compliance with each requirement.

## **II. Background of RCTC**

The Commission was established in 1976 by the State to oversee the funding and coordination of all public transportation services within Riverside County. The governing body consists of all five members of the County Board of Supervisors, one elected official from each of the County's 28 cities, and one non-voting member appointed by the Governor of California. As the designated RTPA and CTC, RCTC's responsibilities include setting policies, establishing priorities, coordinating activities among the County's various transit operators and local jurisdictions.

The public is most familiar with RCTC for its capital projects and motorist aid services. The various regional capital projects that RCTC is involved in throughout the County include the following:

- ✓ 91 Express Lanes
- ✓ 15 Express Lanes
- ✓ 15/91 Express Lanes Connector
- ✓ Interstate 15 Express Lanes Southern Extension
- ✓ State Route 71/91 Interchange Project
- ✓ State Route 60 Truck Lanes Project
- ✓ Mid-County Parkway/Interstate 215 Placentia Avenue Interchange
- ✓ Coachella Valley-San Geronio Pass Rail Corridor Service Project
- ✓ Riverside-Downtown Station Improvements Project
- ✓ Moreno Valley/March Field Station Improvements Project
- ✓ Santa Ana River Trail Extension Projects
- ✓ Perris-South Station and Layover Expansion Project
- ✓ Moreno Valley to Perris Double Track Project
- ✓ Mead Valley Station/Mobility Hub

The Commission also provides motorist aid services designed to expedite traffic flow. These services include the Freeway Service Patrol, a roving tow truck service that assist motorists with



disabled vehicles on the main highways of western Riverside County during peak rush hour traffic periods; and rideshare programs such as Inland Empire 511 (IE511), a traveler information system. The Commission also administers a Vanpool subsidy program called VanClub for commuters throughout Riverside County.

These programs and projects are funded by various local, state, and federal sources. Regardless of funding source, RCTC is committed to ensuring that its projects and services are delivered and implemented in a non-discriminatory manner.

### **III. Title VI Notice to the Public**

Recipients must notify beneficiaries of protections under Title VI by posting a notice in public locations that confirms that the recipient complies with Title VI and provides instructions on how to file a Title VI complaint to RCTC and directly to the FTA.

The following notice is available on RCTC's website, RCTC owned Metrolink stations, and in the lobby of RCTC's offices at 4080 Lemon Street, 3rd Floor, Riverside, CA 92501.

*RCTC operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with RCTC.*

*For more information on RCTC's Title VI program, and the procedures to file a complaint, contact (951) 787-7141; email the RCTC Civil Rights Officer/Title VI Coordinator David Knudsen at [dknudsen@rctc.org](mailto:dknudsen@rctc.org); or visit our administrative office at 4080 Lemon Street, 3<sup>rd</sup> Floor, Riverside, CA 92501. You may also visit our website at [www.rctc.org](http://www.rctc.org) for additional information and download a complaint form under "About Us".*

*A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5<sup>th</sup> Floor – TCR, 1200 New Jersey Avenue., SE, Washington, DC 20590.*

*If information is needed in another language, contact (951) 787-7141.  
Si se necesita la información en otro idioma, llame al (951) 787- 7141.*



The notice is considered a vital document and is available in Spanish, consistent with the United States Department of Transportation (DOT) limited- English proficient (LEP) guidance and RCTC's Language Assistance Plan (LAP). The Spanish translation is also posted where English versions are located. See Appendix A for a complete English and Spanish version of the Commission's Title VI Notice.

#### **IV. Title VI Complaint Procedures and Complaint Form**

Requirements stipulate that recipients develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public. Recipients must also develop a Title VI complaint form and make this form available. RCTC's Complaint Procedures and Complaint Form are provided in Appendix A.

RCTC's Deputy Executive Director, David Knudsen, has been identified as the Civil Rights Officer/Title VI Coordinator and is the primary contact for addressing Title VI complaints. The procedures explain that any person, or group of persons, who believe that they have been subjected to discrimination on the basis of race, color, or national origin may file a complaint to RCTC, or directly to FTA. RCTC will render a decision within 15 days upon follow-up with the complainant. The Circular also requires that the recipient explicitly state that a complainant has the opportunity to submit a complaint directly to FTA and must provide contact information for submitting a complaint.

These documents are available on RCTC's website and at the front desk of RCTC's offices at 4080 Lemon Street, 3rd Floor, Riverside, CA 92501. In addition to the public notice, the complaint procedures and form are considered vital documents and as such are available in Spanish, consistent with the DOT LEP Guidance and RCTC's LAP.

#### **V. List of Transit-Related Title VI Investigations, Complaints, or Lawsuits**

FTA requires that files of investigations, complaints, or lawsuits that pertain to allegations of discrimination on the basis of race, color, or national origin in transit-related activities and programs be maintained for three years and a list of cases be held for five years.

RCTC has not received any transit-related Title VI complaints, nor has it been involved in any transit-related Title VI investigations or lawsuits.

## **VI. Public Participation Plan**

Recipients are required to promote inclusive public participation and seek out and consider the needs and input of the general public, including interested parties and those traditionally underserved by existing transportation systems, such as minority and LEP persons.

The Public Participation Plan is the established process or plan that describes the proactive strategies, procedures, and desired outcomes of a recipient's public participation activities. RCTC developed its Public Participation Plan by considering the demographic analysis of the population(s) affected, the type of plan, program, and/or service under consideration, and the resources available to the Commission.

The Public Participation Plan is provided as Appendix B.

## **VII. Language Assistance Plan**

Recipients are required to take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of its programs or activities for LEP populations. FTA Circular 4702.1B details the components of the Language Assistance Plan, including the Four Factor Analysis, which provides a careful analysis of LEP persons that the recipient may encounter to determine the specific language services that are appropriate to provide.

RCTC undertook the Four Factor Analysis and developed appropriate language assistance planning based on the results. The Commission then developed a LAP to assist it in effectively implementing the requirements and communicating with LEP individuals.

The LAP is provided as Appendix C.

## **VIII. Membership of Non-Elected Committees and Councils**

Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, in which the membership is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees or councils.

RCTC has one transit-related committee that is applicable to this requirement, the Citizens and Specialized Transit Advisory Committee (CSTAC). Section 99238 of the State Transportation

Development Act (TDA) regulations requires the Commission to have a CSTAC as part of the oversight process in administering the TDA funds. The TDA allows stipulates the membership of this body:

- 1) One representative of a potential transit user 60 years of age and older;
- 2) One representative of a potential transit user who is disabled;
- 3) Two representatives of the social service providers for seniors; including one representative of a social service transportation provider, if one exists;
- 4) Two representatives of the social service providers for the disabled, including one representative of a social service transportation provider, if one exists;
- 5) One representative of a social service provider for persons of limited means; and
- 6) Two representatives of a Consolidated Transportation Service Agency(ies) designated as such pursuant to subdivision (a) of Section 15975 of the Government Code, including one representative from an operator, if one exists.

The CSTAC serves the Commission by participating in the transit needs hearing and reviewing the Short-Range Transit Plans developed by public transit operators as part of the Commission's annual budget development process. Most importantly, the CSTAC provides a dialogue between citizen appointee representatives and the public transit and specialized transit programs of Riverside County around matters of mutual concern and provides the Commission with invaluable community feedback.

Appointments are for a three-year term, and some are extended to ensure continuity of service for the CSTAC. The selection process of CSTAC members was broadly noticed in media, on the RCTC website, and in various outreach settings, including asking Commissioners for input and conducting individualized outreach to social service providers.

In 2019, CSTAC bylaws were revised to expand the committee membership to include more social service agencies and transit providers to develop a more robust network that is more representative of the various populations in Riverside County. In 2024, 14 members were approved by the Commission.

The current CSTAC members were surveyed for their racial backgrounds. The following table reflects the survey results:

<b>Citizens and Specialized Transit Advisory Committee</b>				
<b>Race</b>	<b>White</b>	<b>Hispanic or Latino</b>	<b>Black or African American</b>	<b>Asian</b>
CSTAC*	44.4%	33.3%	11.1%	11.1%

\*Two CSTAC members did not respond.

## **IX. Subrecipient Compliance**

If a recipient is a primary recipient, which means any FTA recipient that extends federal financial assistance to a subrecipient, then it is required to ensure that subrecipients are complying with Title VI, including the submittal of a subrecipient's Title VI documents.

In the last three years, the Southern California Regional Rail Authority (SCRRA), better known as Metrolink, was a subrecipient. SCRRA is also a direct recipient of FTA funds and submits a Title VI report directly. Per FTA Circular 4702.1B, Chapter III, page 11: *"When a subrecipient is also a direct recipient of FTA funds, that is, applies for funds directly from FTA in addition to receiving funds from a primary recipient, the subrecipient/direct recipient reports directly to FTA and the primary recipient/designated recipient is not responsible for monitoring compliance of that subrecipient."*

## **X. Title VI Equity Analysis for Determining the Site or Location of Facilities**

This requirement stipulates that recipients should complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. The equity analysis must include:

- Outreach to persons potentially impacted by the siting of facilities.
- Comparison of the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.

The purpose of completing a Title VI analysis during the project development stage is to determine if a project will have disparate impacts on the basis of race, color, or national origin. If such impacts exist then the project may move forward with the proposed location if there is substantial legitimate justification for locating the project there, and there are no alternative locations that would have a less adverse impact on members of a group protected under Title VI.

For purposes of this requirement, the Circular states that "facilities" do not include bus shelters, as they are transit amenities and are covered under the additional requirements for fixed-route transit operators, nor do they include transit stations, power substations, etc., as those are evaluated during project development and the National Environmental Policy Act (NEPA) process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.

RCTC has not had any projects in the last three years requiring an equity analysis.

## **XI. Approval of the Title VI Program**

All recipients are required to provide documentation such as meeting minutes, resolution, or other appropriate documentation showing that the governing body reviewed and approved the Title VI Program prior to submission to FTA. RCTC's Title VI Program was reviewed and approved by the Budget and Implementation Committee on April 28, 2025, and forwarded to the full Commission for approval on May 14, 2025. See Appendix D for a copy of the meeting agenda and staff report.

**APPENDIX A:**

**NON-DISCRIMINATION NOTICE, COMPLAINT  
PROCEDURES, AND COMPLAINT FORM**



## **NON-DISCRIMINATION NOTICE, COMPLAINT PROCEDURES, AND COMPLAINT FORM**

In accordance with the requirements of Title VI of the Civil Rights Act of 1964, the Federal Transit Administration (FTA) Circular 4702.1B, the Federal Highway Administration (FHWA) 23 Code of Federal Regulations Part 202, and Title II of the Americans with Disabilities Act (ADA) of 1990, the Riverside County Transportation Commission (RCTC) is required to notify beneficiaries of protection under federal statutes, develop complaint procedures, and develop a complaint form.

Anyone wishing to file a complaint against RCTC may reference the following documents:

- I. RCTC Non-Discrimination Notice
- II. Title VI Notice to the Public for Transit-Related Facilities
- III. Procedures for Filing and Investigating Complaints
  - A. Submission of a Complaint to RCTC
    - i. RCTC Investigation Procedures for Title VI Transit-related, ADA, and Other Discriminatory Complaints
    - ii. RCTC Investigation Procedures for Title VI Highway-related Complaints
  - B. Submission of a Title VI Complaint Directly to Federal and State Agencies
    - i. Filing a Title VI Transit-Related Complaint with the FTA
    - ii. Filing a Title VI Highway-Related Complaint with the California Department of Transportation (Caltrans) or the FHWA
- IV. RCTC Discrimination Complaint Form

These documents are considered vital and can be offered in other formats such as Braille or auxiliary aids and translated into languages other than English at no cost, as needed.

Si se necesita la información en otro idioma, llame al (951) 787- 7141.

### **I. NON-DISCRIMINATION NOTICE**

In accordance with the requirements of Title VI of the Civil Rights Act of 1964, Title II of the ADA of 1990, and related statutes, RCTC will not discriminate or exclude

individuals on the basis of race, color, national origin, age, gender, income status, or disability in admission to its programs, services, or activities, in access to them, in treatment of, or in any aspect of operations.

RCTC will not tolerate discrimination by a RCTC employee or recipient(s) of Federal funds such as cities, counties, contractors, consultants, suppliers, planning agencies, or any other recipient(s) receiving federal aid assistance.

**Employment:** RCTC does not discriminate in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title II of the ADA and Title VI of the Civil Rights Act of 1964.

**Effective Communications:** RCTC implemented measures to ensure that persons with limited English proficiency and persons with disabilities have meaningful access to the services, benefits, and information of all its programs and activities.

**Modifications to Policies and Procedures:** RCTC will make all reasonable modifications to policies and procedures to ensure that all people have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in RCTC offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or translation service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of RCTC, should contact RCTC at (951) 787-7141. Requests must be received no later than 72 hours before the scheduled event. RCTC will take reasonable steps to ensure that all individuals have meaningful access to programs, services, and information free of charge.

Complaints that a program, service, or activity of RCTC is not accessible should be directed to RCTC's Civil Rights Officer/Title VI and ADA Coordinator:

Riverside County Transportation Commission  
David Knudsen, Deputy Executive Director  
4080 Lemon Street, Third Floor  
Riverside, CA 92502-2208  
Phone Number: (951) 787-7141  
Email: dknudsen@rctc.org



## II. **TITLE VI NOTICE TO THE PUBLIC FOR TRANSIT-RELATED ACTIVITIES**

The following Title VI notice shall be posted on RCTC's website, main reception area, RCTC-owned Metrolink stations, and relevant transit publication materials in accordance with FTA guidelines:

*RCTC operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with RCTC.*

*For more information on RCTC's Title VI program, and the procedures to file a complaint, contact (951) 787-7141; email the RCTC Civil Rights Officer/Title VI Coordinator David Knudsen at [dknudsen@rctc.org](mailto:dknudsen@rctc.org); or visit our administrative office at 4080 Lemon Street, 3rd Floor, Riverside, CA 92501. You may also visit our website at [www.rctc.org](http://www.rctc.org) for additional information and download a complaint form under "About Us".*

*A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor – TCR, 1200 New Jersey Avenue., SE, Washington, DC 20590.*

*If information is needed in another language, contact (951) 787- 7141.*

*Si se necesita la información en otro idioma, llame al (951) 787- 7141.*

## III. **PROCEDURES FOR FILING AND INVESTIGATING COMPLAINTS**

Any person, group of individuals, or entity that believes they have been subjected to discrimination by RCTC on the basis of race, color, national origin, sex, age or disability may file a complaint directly or through a representative with RCTC or with any applicable state or federal agency, including the California Department of Transportation (Caltrans), FHWA, or the FTA.

### **A. Submission of Complaint to RCTC**

To file a complaint with RCTC, the complainant may contact the main reception at (951) 787-7141 to request a copy of the complaint form and procedures or visit the website at [www.rctc.org](http://www.rctc.org) and go to the "About Us" page to download the complaint form and procedures.

When possible, the complainant should complete the complaint form, or in writing provide information about the alleged discrimination containing the following:

- o Name and signature of Complainant
- o Address of Complainant
- o Phone number of Complainant
- o Date of incident
- o Location of incident
- o Description of incident

In cases where the complainant is unable or incapable of providing a written statement, the complainant may be interviewed, or the complaint form may also be provided in alternative means such as audio or Braille. The complaint should be submitted as soon as possible but no later than 180 calendar days after the alleged violation to David Knudsen, Deputy Executive Director by email at [dknudsen@rctc.org](mailto:dknudsen@rctc.org), postal mail, or in person at the following:

Riverside County Transportation Commission  
David Knudsen, Deputy Executive Director  
4080 Lemon Street, Third Floor  
Riverside, CA 92502-2208

If the information provided is insufficient to conduct an investigation or render a decision, RCTC may request additional information from the complainant. Failure of the complainant to submit additional information within the designated time frame, or to meet with RCTC to discuss the alleged incident and provide additional information, may be considered good cause to administratively close the case on the basis of lack of investigative merit.

**i. RCTC Investigation Procedures for Title VI Transit-Related, ADA, and Other Discriminatory Complaints**

Within 15 calendar days after receipt of the complaint, RCTC's Deputy Executive Director, or designee, will request a meeting to discuss the alleged incident with the complainant. Within 15 calendar days of the meeting, RCTC will respond in writing, and where appropriate, in a format accessible to the complainant. The response will explain the position of RCTC and offer options for resolution of the complaint.

If the complainant is not satisfied with the decision of the Deputy Executive Director, or designee, an appeal may be filed within 15 calendar days after receipt of the response to RCTC's Executive Director.

Within 15 calendar days after receipt of the appeal, the Executive Director, or designee, will request a meeting to further discuss the alleged incident with the complainant and the basis for the appeal. Within 15 calendar days after the meeting, the Executive Director or designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final decision of the complaint.

## **ii. RCTC Investigation Procedures for Title VI Highway-Related Complaints**

According to FHWA and Caltrans guidance, RCTC cannot independently conduct its own internal investigation when a Title VI complaint is received against its highway related programs, services, or projects. Upon receiving such a complaint, RCTC will promptly forward it to Caltrans within one business day for submission to the FHWA Division Office. Once forwarded, the FHWA Headquarters Office of Civil Rights will review and determine if the investigation will be conducted at the federal (FHWA) or state level (Caltrans). As appropriate, RCTC's complaint procedures will be suspended pending the federal/state agency's findings.

## **B. Submission of a Title VI Complaint to Federal and State Agencies**

### **i. Filing a Title VI Transit-Related Complaint with the FTA**

For transit-related services, programs, and projects, the complainant has the right to submit a complaint directly to the FTA, however, is encouraged to initially file with RCTC. As described in FTA Circular 4702.1B, Chapter IX, to file with the FTA, the complaint must be submitted no later than 180 days after the date of alleged discrimination at the address below, unless the time for filing is extended by FTA.

Federal Transit Administration, Office of Civil Rights  
Title VI Program Coordinator  
East Building, 5th Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Once a complaint has been accepted by FTA for investigation, FTA will notify RCTC that it is the subject of a Title VI complaint and ask RCTC to respond in writing to the complainant's allegations. If the complainant agrees to release

the complaint to RCTC, FTA will provide RCTC with the complaint, which may have personal information redacted at the request of the complainant. If the complainant does not agree to release the complaint to RCTC, FTA may choose to close the complaint.

FTA will make a prompt investigation whenever a compliance review, report, complaint, or any other information indicates a possible failure to comply with DOT's Title VI regulations. The investigation will include, where appropriate, a review of the pertinent practices and policies of RCTC, the circumstances under which the possible noncompliance with DOT's Title VI regulations occurred, and other factors relevant to a determination as to whether the recipient has failed to comply with DOT's Title VI regulations.

After FTA has concluded the investigation, FTA's Office of Civil Rights will transmit to the complainant and RCTC one of the following letters based on its findings:

- a. A letter of finding indicating FTA did not find a violation of DOT's Title VI regulations. This letter will include an explanation of why FTA did not find a violation. If applicable, the letter may include a list of procedural violations or concerns, which will put RCTC on notice that certain practices are questionable and that without corrective steps, a future violation finding is possible.
- b. A letter of finding indicating RCTC is in violation of DOT's Title VI regulations. The letter will include each violation referenced to the applicable regulation, a brief description of proposed remedies, notice of the time limit on coming into compliance, the consequences of failure to achieve voluntary compliance, and an offer of assistance to RCTC in devising a remedial plan for compliance, if appropriate.

FTA will administratively close Title VI complaints before a resolution is reached where (1) the complainant decides to withdraw the case; (2) the complainant is not responsive to FTA's requests for information or to sign a consent release form; (3) FTA has conducted or plans to conduct a related compliance review of the agency against which the complaint is lodged; (4) litigation has been filed raising similar allegations involved in the complaint; (5) the complaint was not filed within 180 days of the alleged discrimination; (6) the complaint does not indicate a possible violation of 49 CFR part 21; (7) the complaint is so weak, insubstantial, or lacking in detail that FTA determines it is without merit, or so replete with incoherent or unreadable statements that it, as a whole, cannot be considered to be grounded in fact; (8) the complaint has been investigated by another

agency and the resolution of the complaint meets DOT regulatory standards; (9) the complaint allegations are foreclosed by previous decisions of the Federal courts, the Secretary, DOT policy determinations, or the U.S. DOT's Office of Civil Rights; (10) FTA obtains credible information that the allegations raised by the complaint have been resolved; (11) the complaint is a continuation of a pattern of previously filed complaints involving the same or similar allegations against the same recipient or other recipients that have been found factually or legally insubstantial by FTA; (12) the same complaint allegations have been filed with another Federal, state, or local agency, and FTA anticipates that the recipient will provide the complainant with a comparable resolution process under comparable legal standards; or (13) the death of the complainant or injured party makes it impossible to investigate the allegations fully.

## **ii. Filing a Title VI Highway-Related Complaint with Caltrans or the FHWA**

For Title VI highway-related projects, the complainant has the right to submit a complaint directly to Caltrans or FHWA. To file a complaint with Caltrans, the complainant can visit or contact the following Caltrans office:

California Department of Transportation  
Office of Civil Rights  
Attention: Title VI Program Branch  
1823 14th Street, MS 79  
Sacramento, CA 95811  
Email: Title.VI@dot.ca.gov

Caltrans is responsible for forwarding a complaint against RCTC to the FHWA Division Office to determine if the complaint falls under state or federal Title VI jurisdiction. The complainant will receive an acknowledgement letter informing them that the complaint has been received and forwarded to the FHWA.

A person(s) may also file a Title VI highway-related complaint to FHWA directly at:

Federal Highway Administration  
U.S. Department of Transportation  
Office of Civil Rights  
1200 New Jersey Avenue, SE  
8th Floor E81-105  
Washington, DC 20590

Per the FHWA Guidance Memorandum, Processing of Title VI Complaints, dated June 13, 2018, all Title VI complaints received by Caltrans will be submitted to the FHWA Headquarters Office of Civil Rights. If FHWA Headquarters Office of Civil Rights determines a Title VI complaint against RCTC can be investigated by Caltrans, they may delegate the task of investigating the complaint to Caltrans.

If the complaint falls under Caltrans' jurisdiction, Caltrans Office of Civil Rights (OCR) will conduct an investigation within 90 days. If additional time is needed, Caltrans OCR will call the complainant and inform them. If more information is needed to resolve the case, the Caltrans OCR investigator may contact the complainant. The complainant has ten business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten business days, Caltrans OCR can administratively close the case. A case can be also administratively closed if the complainant no longer wishes to pursue their case. At the conclusion of the investigation, Caltrans OCR prepares a report with findings, determines whether discrimination occurred, and will work with RCTC to implement any corrective actions.

Caltrans OCR will consult with FHWA Headquarters Office of Civil Rights regarding the disposition of the complaint. Disposition of a Title VI complaint will be undertaken by FHWA Headquarters, through either (1) informal resolution or (2) issuance of a Letter of Finding of compliance or noncompliance with Title VI. A copy of the Letter of Finding will be sent to all parties via the FHWA Division Office.

#### **IV. TRACKING OF COMPLAINTS**

As required by the federal agencies, all written complaints received by RCTC's Deputy Executive Director, or designee, and appeals to the Executive Director, or designee, will be retained by RCTC for three years. In addition, a summary list of complaints will be tracked for five years as required.

#### **V. DISCRIMINATION COMPLAINT FORM**

See Attachment A.

If information is needed in another language, contact (951) 787- 7141.

Si se necesita la información en otro idioma, llame al (951) 787-7141.



## ATTACHMENT A:

### DISCRIMINATION COMPLAINT FORM

The Riverside County Transportation Commission (RCTC) is committed to ensuring that no person is excluded from participating in or denied the benefits of its services on the basis of race, color, national origin, sex, age, or disability. Complaints must be filed within 180 days from the date of the alleged discrimination. The following information is necessary to assist RCTC in processing your complaint. If you require any assistance in completing this form, please contact the RCTC Civil Rights Officer/Title VI and ADA Coordinator, David Knudsen, by calling (951) 787-7141.

**When completed, submit the original signed form or letter in person or by mail to:**

**David Knudsen, Deputy Executive Director Riverside  
County Transportation Commission 4080 Lemon  
Street, Third Floor  
Riverside, CA 92502-2208**

**FOR QUESTIONS OR ASSISTANCE IN  
OTHER ACCESSIBLE FORMATS SUCH  
AS LARGE PRINT, TDD, AUDIO, OR  
OTHER PLEASE CALL: (951) 787-7141.  
USERS WITH HEARING OR SPEECH  
IMPAIRMENTS, USE THE  
CALIFORNIA RELAY SERVICE, 711,  
AND THEN THE NUMBER YOU NEED**

**1. Contact Information:**

Complainant's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**What are the most convenient days and times for RCTC to contact you about this complaint?**

\_\_\_\_\_

**2. Are you filing this complaint on your own behalf? Yes: ☐ No: ☐**

If you answered yes, please go to question #3.

If you answered no, please explain why you have filed for a third party:

\_\_\_\_\_  
\_\_\_\_\_

If you answered no, please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. Yes: ☐ No: ☐





**7. Names of individuals responsible for the discriminatory action(s):**

Names of individuals (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaints:

Name

Address

Telephone No.

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**8. Has this complaint been filed with any other Federal, State, or local investigative agency?**

No ☐

Yes ☐

If "yes," please provide the following information:

Agency:

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Contact Person:

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Address:

---

Telephone No.:

---

Date Filed:

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**9. Please provide any additional information that you believe would assist in the investigation:**

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You may attach any written materials or other information that you think is relevant to your complaint.

Please sign and date this form:

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date



## **AVISO DE NO DISCRIMINACIÓN, PROCEDIMIENTO DE QUEJAS Y FORMULARIO DE QUEJAS**

De conformidad con los requisitos del Título VI de la Ley de Derechos Civiles de 1964, la Circular 4702.1B de la Administración Federal de Transporte (FTA, siglas en inglés), el Código de Reglamentos Federales, Parte 202 del Título 23 de la Administración Federal de Carreteras (FHWA, siglas en inglés) y el Título II de la Ley de Estadounidenses con Discapacidades (ADA, siglas en inglés) de 1990, la Comisión de Transporte del Condado de Riverside (RCTC, siglas en inglés) debe notificar a los beneficiarios de la protección bajo los estatutos federales, desarrollar procedimientos de quejas y desarrollar un formulario de quejas.

Cualquiera que desee presentar una queja contra la RCTC puede consultar los siguientes documentos:

- I. Aviso de no discriminación de la RCTC
- II. Aviso del Título VI al público para los establecimientos relacionados con el transporte público
- III. Procedimientos para presentar e investigar quejas
  - A. Presentar la queja a la RCTC:
    - i. Procedimientos de investigación de la RCTC para las quejas de transporte relacionados con el Título VI, la ADA y otras quejas de discriminación.
    - ii. Procedimientos de investigación de la RCTC para quejas de la carretera relacionados con el Título VI.
  - B. Presentar una queja del Título VI directamente ante las agencias federales y estatales.
    - i. Presentar una queja del Título VI relacionado con el transporte ante la FTA.
    - ii. Presentar una queja del Título VI relacionado con la carretera con el Departamento de Transporte de California (Caltrans) o la FHWA.
- IV. Formulario de quejas por discriminación de la RCTC

Estos documentos se consideran imprescindibles y se pueden ofrecer en otros formatos, tales como braille, ayuda suplementaria y traducción a otros idiomas distintos al inglés sin costo alguno en caso necesario.

*Si requiere información en otro idioma, llame al (951) 787- 7141.*

## I. AVISO DE NO DISCRIMINACIÓN

De conformidad con los requisitos del Título VI de la Ley de Derechos Civiles de 1964 y el Título II de la Ley de Estadounidenses con Discapacidades de 1990 (ADA), la Comisión de Transporte del Condado de Riverside (RCTC) no discriminará ni excluirá a las personas por motivos de raza, color, origen nacional, edad, género, ingresos o discapacidad en la admisión a sus programas, servicios o actividades, al acceso a ellos, cómo se les trate, ni en ningún aspecto de sus operaciones.

La RCTC no tolerará la discriminación por parte de sus empleados ni de algún beneficiario de fondos federales tales como las ciudades, condados, contratistas, asesores, proveedores, agencias de planeación u otro beneficiario que reciba ayuda federal.

**Empleo:** La RCTC no discrimina en sus prácticas de contratación o empleo y cumple con todas los reglamentos promulgados por la Comisión para la Igualdad de Oportunidades en el Empleo según el Título II de la ADA y el Título VI de la Ley de Derechos Civiles de 1964.

**Comunicación efectiva:** La RCTC implementó medidas para asegurar que las personas con dominio limitado del inglés y aquellas con discapacidades tengan acceso importante a los servicios, beneficios e información de todos sus programas y actividades.

**Modificaciones a las políticas y procedimientos:** La RCTC hará todas las modificaciones razonables a sus políticas y procedimientos para garantizar que todas las personas tengan igualdad de oportunidades para disfrutar sus programas, servicios y actividades. Por ejemplo, las personas con animales de servicio son bienvenidas en las oficinas de RCTC, incluso donde las mascotas generalmente están prohibidas.

Cualquiera que requiera ayuda suplementaria o servicios de traducción para una comunicación efectiva, o una modificación a las políticas y los procedimientos para participar en un programa, servicio o actividad de la RCTC deberá ponerse en contacto con la RCTC al (951) 787-7141. Las solicitudes deberán recibirse con no más de 72 horas de anticipación al evento programado. La RCTC tomará las disposiciones razonables para asegurar que todas las personas tengan acceso válido a los programas, los servicios y la información sin costo alguno.

Las quejas por la falta de accesibilidad de algún programa, servicio o actividad de la RCTC deberán dirigirse al titular de la Oficina de Derechos Civiles y coordinador del Título VI y la ley ADA de la RCTC:

Riverside County Transportation Commission  
David Knudsen, Deputy Executive Director  
4080 Lemon Street, Third Floor  
Riverside, CA 92502-2208  
Número telefónico: (951) 787-7141  
Dirección de correo electrónico: [dknudsen@rctc.org](mailto:dknudsen@rctc.org)

## II. **AVISO DEL TÍTULO VI PARA EL PÚBLICO RESPECTO A LAS ACTIVIDADES DE TRANSPORTE**

El siguiente aviso del Título VI se publicará en el sitio web de la RCTC, la recepción principal, las estaciones de Metrolink propiedad de la RCTC y los materiales de publicación de tránsito pertinentes de acuerdo con las pautas de la FTA:

*RCTC opera sus programas y servicios sin distinción de raza, color ni origen nacional, de conformidad con el Título VI de la Ley de Derechos Civiles. Cualquier persona que considere haber sido perjudicada por alguna práctica discriminatoria ilegal en virtud del Título VI puede presentar una queja ante la RCTC.*

*Para obtener más información sobre el programa del Título VI de la RCTC y el procedimiento para presentar una queja, llame al (951) 787-7141; envíe un mensaje de correo electrónico a David Knudsen, titular de la Oficina de Derechos Civiles y coordinador del Título VI y la ley ADA de la RCTC a [dknudsen@rctc.org](mailto:dknudsen@rctc.org); o visite nuestra oficina administrativa ubicada en 4080 Lemon Street, 3<sup>er</sup> piso, Riverside, CA 92501. También puede visitar nuestra página web en [www.rctc.org/es](http://www.rctc.org/es) para obtener más información y para descargar un formulario de queja bajo la sección "Acerca de nosotros" ("About Us", en inglés).*

*Puede presentar una queja directamente ante la Administración Federal de Transporte, en la Oficina de Derechos Civiles a la atención del coordinador del Programa del Título VI, East Building, 5<sup>th</sup> Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.*

*Si requiere información en otro idioma, llame al (951) 787- 7141.*

### III. PROCEDIMIENTOS PARA PRESENTAR E INVESTIGAR QUEJAS

Cualquier persona, grupo de personas o entidad que considere haber sido objeto de discriminación por parte de la RCTC por motivos de su raza, color, origen nacional, sexo, edad o discapacidad puede presentar una queja directamente o ante un representante con la RCTC o cualquier agencia estatal o federal aplicable, incluyendo el Departamento de Transporte de California (Caltrans), la FHWA, o la FTA.

#### **A. Presentar una queja ante la RCTC**

Para presentar una queja ante la RCTC, el reclamante puede llamar a la recepción principal (951) 787-7141 para solicitar una copia del formulario y procedimiento de quejas o puede visitar el sitio web [www.rctc.org/es](http://www.rctc.org/es) y consultar la sección "Acerca de nosotros" ("About Us", en inglés) para descargar el formulario y el procedimiento de quejas.

Siempre que sea posible, el reclamante deberá completar el formulario de queja o proporcionar por escrito la información sobre la presunta discriminación, la cual deberá contener lo siguiente:

- Nombre y firma del reclamante
- Domicilio del reclamante
- Número telefónico del reclamante
- Fecha del incidente
- Ubicación del incidente
- Descripción del incidente

En los casos en que el reclamante no pueda proporcionar una declaración por escrito, se podría entrevistar al reclamante, o este podría presentar su reclamo por medios alternativos como audio o braille. La queja se deberá presentar al subdirector ejecutivo David Knudsen lo antes posible y no más de 180 días naturales después de la presunta infracción. Este trámite podrá realizarse por correo electrónico a [dknudsen@rctc.org](mailto:dknudsen@rctc.org), por correo postal o en persona al siguiente domicilio:

Riverside County Transportation Commission  
David Knudsen, Deputy Executive Director  
4080 Lemon Street, Third Floor  
Riverside, CA 92502-2208

Si la información proporcionada fuera insuficiente para realizar una investigación o tomar una decisión, la RCTC podría solicitar información adicional al reclamante. En caso de que el reclamante no presente información adicional dentro del plazo establecido, o no se reúna con la RCTC para discutir el presunto incidente y ofrecer información adicional, podría considerarse que hay causa administrativa suficiente para dar el caso por cerrado por falta de mérito investigativo.

**i. Procedimientos de investigación de la RCTC para las quejas de discriminación y de la ley ADA relacionadas con el transporte**

El subdirector ejecutivo de la RCTC o su representante solicitará una reunión para hablar del presunto incidente con el reclamante en un plazo de 15 días naturales después de haber recibido la queja. En un plazo de 15 días después de la reunión, la RCTC responderá por escrito y, cuando sea pertinente, en un formato accesible para el reclamante. La respuesta explicará la postura de la RCTC y ofrecerá opciones para la resolución de la queja.

Si el reclamante no está satisfecho con la decisión del subdirector ejecutivo o su representante puede presentar una apelación ante el director ejecutivo de la RCTC dentro de los 15 días naturales posteriores a la respuesta.

En 15 días naturales después de haber recibido la apelación, el director ejecutivo o su representante solicitará una reunión para discutir el presunto incidente con el reclamante, así como el fundamento para la apelación. En 15 días naturales después de la reunión, el director ejecutivo o su representante responderán por escrito con la decisión final de la queja y, cuando sea pertinente, en un formato accesible para el reclamante.

**ii. Procedimientos de investigación de la RCTC para las quejas de las carreteras relacionadas con el Título VI**

Según las pautas de la FHWA y Caltrans, la RCTC no puede realizar su propia investigación interna independiente, cuando se recibe una queja de Título VI en contra de sus programas, servicios o proyectos relacionados con las carreteras. Tras recibir la queja, la RCTC la enviará de inmediato a Caltrans en un día hábil para su entrega a la oficina de la división de la FHWA. Una vez enviada, la Oficina de Derechos Civiles de la sede central de FHWA hará una evaluación para determinar si la investigación se llevará a cabo a nivel federal (FHWA) o estatal (Caltrans). Según corresponda, se suspenderán los procedimientos de queja de la RCTC en espera de los resultados de la agencia federal o estatal.

**B. Presentar una queja del Título VI ante las agencias federales y estatales**

**i. Presentar una queja del Título VI relacionada con el transporte con la Administración Federal de Transporte (FTA)**

Para servicios, programas y proyectos relacionados con el transporte, el reclamante tiene el derecho de presentar una queja directamente ante la FTA, sin embargo, se le exhorta a que la presente inicialmente ante la RCTC. Tal como se describe en la circular 4702.1B, capítulo IX de la FTA, es necesario que el reclamante presente su queja no más 180 días después de la fecha de la

presunta discriminación al domicilio que se indica a continuación, a menos de que la FTA amplíe el plazo para presentarla.

Federal Transit Administration, Office of Civil Rights  
Title VI Program Coordinator  
East Building, 5<sup>th</sup> Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Una vez que la FTA haya aceptado una queja para investigarla, esta notificará a la RCTC que es sujeto de una queja del título VI y le solicitará una respuesta por escrito a la imputación del reclamante. Si el reclamante no está de acuerdo con que se divulgue su queja a la RCTC, la FTA podría decidir cerrar dicha queja.

La FTA realizará una investigación sin demora siempre que una evaluación, reporte o queja de incumplimiento indique una posible falta de cumplimiento de los reglamentos del Título VI del Departamento de Transporte (DOT, siglas en inglés). La investigación incluirá, cuando sea apropiado, un análisis de las prácticas y políticas pertinentes de la RCTC, las circunstancias bajo las cuales ocurrió el posible incumplimiento de los reglamentos del Título VI del DOT y otros factores relevantes para determinar si el destinatario infringió los reglamentos del Título VI del DOT.

Después de que la FTA haya concluido la investigación, la Oficina de Derechos Civiles de la RTA transmitirá al reclamante y a la RCTC una de las siguientes cartas, según lo que haya determinado:

- a. Una carta que indique que la FTA no encontró ninguna violación a los reglamentos del Título VI del DOT. Esta carta incluirá una explicación sobre porqué la FTA no encontró ninguna violación. Si es pertinente, la carta podría incluir una lista de las violaciones a los procedimientos u otras inquietudes. Dicha carta pondrá a la RCTC bajo aviso de que ciertas prácticas son cuestionables y que, de no tomar medidas correctivas, es posible que se descubran violaciones en el futuro.
- b. Una carta que indique que la RCTC ha violado los reglamentos del Título VI del DOT. La carta incluirá cada violación a la que se refiere el reglamento aplicable, una breve descripción de correcciones que se proponen, el aviso del plazo límite para dar cumplimiento, las consecuencias del incumplimiento voluntario y un ofrecimiento de ayuda a la RCTC para concebir un plan de resolución para lograr el cumplimiento, si es lo apropiado.

La FTA cerrará administrativamente las quejas del Título VI antes de que se llegue a una resolución si (1) el reclamante decide cancelar el caso; (2) el reclamante no responde a la FTA cuando esta solicite información o la firma de un formulario de divulgación de información ; (3) la FTA ha realizado o

planea realizar un análisis de cumplimiento de la agencia contra la cual se presentó la queja; (4) se ha iniciado un litigio con acusaciones similares a las de la queja; (5) la queja no se presentó dentro de 180 días de la presunta discriminación; (6) la queja no indica una posible violación del artículo CFR 49, parte 21; (7) la queja es insignificante, insustancial o carente de detalles a tal punto que la FTA determina que no tiene mérito, o contiene tal cantidad de enunciados incoherentes o ilegibles que no se puede considerar que se base en hechos; (8) la queja ha sido investigada por otra agencia y la resolución de la queja cumple con los estándares regulatorios del DOT; (9) las acusaciones de la queja se han ejecutado por decisiones anteriores de tribunales federales, el secretario, las determinaciones de las políticas del DOT o la Oficina de Derechos Civiles del DOT de Estados Unidos; (10) la FTA obtiene información creíble de que las acusaciones presentadas por el reclamante han sido resueltas; (11) el reclamo es la continuación de un patrón de quejas similares presentadas anteriormente que incluyen acusaciones iguales o similares contra el mismo destinatario u otros destinatarios y que la FTA consideró factual o legalmente insustanciales; (12) se han presentado las mismas acusaciones en quejas contra otra agencia federal, estatal o local y la FTA anticipa que el destinatario le ofrecerá al reclamante un proceso de resolución comparable bajo estándares legales comparables; o (13) el fallecimiento del reclamante o la parte afectada imposibilita que se investiguen por completo las acusaciones.

**ii. *Presentar una queja del Título VI relacionada con las carreteras ante Caltrans o la Administración Federal de Carreteras (FHWA)***

Para los proyectos del Título VI relacionados con la carretera, el reclamante tiene el derecho de presentar una queja directamente ante Caltrans o la FHWA. Para presentar una queja ante Caltrans, el reclamante puede ponerse en contacto con la siguiente oficina de Caltrans o acudir en persona:

California Department of Transportation  
Office of Civil Rights  
Attention: Title VI Program Branch  
1823 14th Street, MS 79  
Sacramento, CA 95811  
Correo electrónico: [Title.VI@dot.ca.gov](mailto:Title.VI@dot.ca.gov)

Caltrans es responsable de enviar una queja en contra de la RCTC a la Oficina de División de la FHWA para determinar si la queja está bajo la jurisdicción estatal o federal del Título VI. El reclamante recibirá un acuse de recibo informándole que la queja ha sido recibida y enviada a la FHWA.

También se puede presentar una queja del Título VI relacionada con la carretera directamente a:

Federal Highway Administration



U.S. Department of Transportation  
Office of Civil Rights  
1200 New Jersey Avenue, SE  
8th Floor E81-105  
Washington, DC 20590

De acuerdo con el Memorandum de Orientación de la FHWA, "Procesamiento de quejas de Título VI" con fecha del 13 de junio del 2018, todas las quejas del Título VI recibidas por Caltrans se remitirán a la Oficina de Derechos Civiles de la Sede Central de la FHWA. Si la Oficina de Derechos de la Sede Central de la FHWA determina que Caltrans puede investigar una queja del Título VI contra RCTC, podrían delegar la tarea de la investigación de la queja a Caltrans.

Si la queja está bajo la jurisdicción de Caltrans, la Oficina de Derechos Civiles (OCR, siglas en inglés) de Caltrans llevará a cabo una investigación dentro de un plazo de 90 días. Si se requiere tiempo adicional, la OCR de Caltrans llamará al reclamante para informarle. Si se requiere más información para resolver el caso, el investigador de la OCR de Caltrans podría contactar al reclamante. El reclamante tiene diez días hábiles a partir de la fecha de la carta para enviar la información solicitada al investigador asignado al caso. Si el reclamante no se comunica con el investigador o si este no recibe la información adicional dentro de ese plazo, la OCR de Caltrans puede cerrar el caso administrativamente. Un caso también puede cerrarse administrativamente si el reclamante ya no desea continuar con su caso. Al concluir la investigación, la OCR de Caltrans prepara un informe con los hallazgos, determina si ocurrió discriminación y colabora con la RCTC para implementar cualquier medida correctiva.

La OCR de Caltrans consultará con la Oficina Central de Derechos Civiles de la FHWA para resolver la queja. La Sede Central de la FHWA se encargará de resolver las quejas bajo el Título VI, ya sea mediante *(1) una resolución informal o (2) una carta de determinación que indique si ocurrió el cumplimiento o incumplimiento del Título VI. La Oficina de División de la FHWA enviará una copia de la carta a todas las partes involucradas.*

#### **IV. SEGUIMIENTO DE LAS QUEJAS**

Según lo que exigen las agencias federales, la RCTC conservará durante tres años todas las quejas por escrito recibidas por el subdirector ejecutivo de la RCTC o su representante. Además, mantendrá un registro resumido de las quejas durante cinco años, conforme a lo establecido.

#### **V. FORMULARIO DE QUEJA POR DISCRIMINACIÓN**

Vea el adjunto A .

*Si requiere información en otro idioma, llame al (951) 787- 7141.*



**ADJUNTO A:  
FORMULARIO DE QUEJA POR DISCRIMINACIÓN**

La Comisión de Transporte del Condado de Riverside (RCTC) se compromete a garantizar que no se excluya a ninguna persona de sus servicios ni que se le nieguen los beneficios de estos por motivos de raza, color, origen nacional, sexo, edad o discapacidad. Debe presentar su queja en un plazo de 180 días a partir de la fecha en que ocurrió la presunta discriminación. La siguiente información es necesaria para que la RCTC pueda tramitar su queja. Si necesita ayuda para completar este formulario, comuníquese con David Knudsen, titular de Derechos Civiles y coordinador del Título VI y ADA de la RCTC al (951) 787-7141.

**Una vez que haya llenado y firmado el formulario o una carta, puede enviarlos por correo o entregarlos personalmente a:**

**David Knudsen, Deputy Executive Director  
Riverside County Transportation Commission  
4080 Lemon Street, Third Floor  
Riverside, CA 92502-2208**

**SI TIENE PREGUNTAS O REQUIERE AYUDA PARA OBTENER OTROS FORMATOS ACCESIBLES, COMO TIPOGRAFÍA GRANDE, TDD, AUDIO U OTRO, LLAME AL (951) 787-7141. LOS USUARIOS CON IMPEDIMENTOS AUDITIVOS O DEL HABLA PUEDEN USAR EL SERVICIO DE RETRANSMISIÓN DE CALIFORNIA 711, SEGUIDO DEL NÚMERO QUE NECESITA.**

**1. Información de contacto:**

Nombre del reclamante: \_\_\_\_\_  
Domicilio: \_\_\_\_\_  
Ciudad, estado y código postal: \_\_\_\_\_  
Teléfono: \_\_\_\_\_

**¿Qué días y en qué horario es más oportuno que la RCTC se comuniquen con usted respecto a esta queja?**

**2. ¿Presenta esta queja por cuenta propia? Sí: ☐ No: ☐**

Si respondió que sí, avance a la pregunta #3.

Si respondió que no, explique por qué presenta esta queja a nombre de un tercero:

\_\_\_\_\_  
\_\_\_\_\_

Si respondió que no, confirme que cuenta con el permiso de la parte afectada,

si presenta esta queja a nombre de un tercero. Sí: ☐ No: ☐

3. **Considero que la RCTC no ha cumplido con los siguientes requisitos del programa:** (Seleccione todas las que correspondan)

a.		Título VI de la Ley de Derechos Civiles de 1964 (Título VI)
b.		Ley de Estadounidenses con Discapacidades (ADA)
c.		Otro Especifique:

4. **Fundamentos del (de los) acto(s) discriminatorio(s):**

Elija ( ☐ ) todas las categorías a continuación que apliquen al acto discriminatorio

a.		Raza
b.		Color
c.		Origen nacional
d.		Sexo
e.		Edad
f.		Discapacidad
g.		Otro Especifique:

5. **Fecha y lugar del (de los) presunto(s) acto(s) discriminatorio(s):**

Incluya la fecha inicial de la discriminación y la fecha más reciente:

Fecha: \_\_\_\_\_ Ubicación: \_\_\_\_\_

Fecha: \_\_\_\_\_ Ubicación: \_\_\_\_\_

6. **¿Cómo se discriminó en su contra?**

Describa la naturaleza del acto, decisión o condiciones de la presunta discriminación. Explique lo más claramente posible lo que ocurrió y por qué piensa que la condición bajo la cual cuenta con protección fue un factor en la discriminación. Incluya cómo otras personas fueron tratadas de forma diferente a usted. (Adjunte páginas adicionales en caso necesario).

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**7. Nombres de las personas responsables del (de los) acto(s) discriminatorio(s):**

**Nombre de las personas (testigos, colegas, supervisores u otras) a quienes podríamos contactar para obtener información adicional para apoyar o aclarar sus quejas:**

Nombre

Domicilio

Número telefónico

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**8. ¿Se ha presentado esta queja en alguna otra agencia de investigación federal estatal o local? No ☐ Sí ☐ Si respondió "sí", proporcione la siguiente información:**

Agencia: \_\_\_\_\_

Persona de contacto: \_\_\_\_\_

Domicilio: \_\_\_\_\_

Número telefónico: \_\_\_\_\_

Fecha en que se presentó: \_\_\_\_\_

**9. Proporcione información adicional que considere que puede ser de ayuda en la investigación:**

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**Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.**

**Firme y anote la fecha en este formulario:**

\_\_\_\_\_  
**Firma del reclamante**

\_\_\_\_\_  
**Fecha**

# TITLE VI PUBLIC PARTICIPATION PLAN

## APPENDIX B



If information is needed in another language, please call (951) 787-7141 for free translation services. Si se necesita este documento en Español, llame al 951-787-7141 para servicios de traducción gratuitos.

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# **I. Introduction**

## **Background of the Riverside County Transportation Commission**

The Riverside County Transportation Commission (Commission or RCTC) was established in 1976 by the State of California (State) to oversee the funding and coordination of public transportation services within Riverside County. The governing body consists of all five members of the County Board of Supervisors, one elected official from each of the County's 28 cities, and one non-voting member appointed by the Governor of California. The Commission is the designated regional transportation planning agency and county transportation commission. The Commission's responsibilities include setting policies, establishing priorities, and coordinating activities among the County's various transit operators and local jurisdictions.

RCTC's capital projects, commuter services, and transit-related programs and projects are funded with various local, state, and federal sources. Regardless of funding source, RCTC is committed to ensuring that its projects and services are delivered and implemented in a non-discriminatory manner.

## **Purpose of this Plan**

This Public Participation Plan (Plan) is intended to satisfy Title VI requirements as expressed in FTA Circular 4702.1B, FHWA's Title VI local agency program requirements, and Code of Federal Regulations 23 CFR 200.9(b)(4). Recipients are required to promote inclusive public participation and seek out and consider the needs and input of the general public, including interested parties and those traditionally underserved by existing transportation systems, such as minority and Limited-English Proficient (LEP) persons.

The Plan is the established process that describes the proactive strategies, procedures, and desired outcomes of the Commission's public participation activities. The Plan also provides direction for the Commission's public processes by accommodating public input for the planning process and for RCTC's programs, projects, and activities to all members of Riverside County, including citizens, organizations, and public agencies. Lastly, the Plan identifies engagement strategies for inclusive participation of low-income, minority, LEP populations, and underrepresented individuals.

RCTC developed this Plan by considering the demographic analysis of the population(s) affected, the type of plan, program, and/or service under consideration, and the resources available to the Commission.

## **Desired Outcomes**

This Plan details RCTC's public participation goals, as well as strategies that will be implemented to assist meeting these goals. From these efforts, the Commission anticipates the following outcomes:

- ✓ Increased access to early, meaningful, and continual engagement in the transportation planning process for all individuals in Riverside County.

- ✓ Implementation of proactive strategies to bring enhanced awareness and increased access for minority individuals, LEP individuals, low-income individuals, and additional underrepresented and underserved individuals.
- ✓ Participation and representation from a diverse range of perspectives.

## **Federal and State Requirements**

### **Title VI and Federal Authority**

Title VI of the Civil Rights Act of 1964 protects persons in the United States from being excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.

The Federal Transit Administration (FTA) requirements for implementing Title VI include the adoption of a Title VI Program report, including a Public Participation Plan, pursuant to FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients.

Further guidance is provided pursuant 23 CFR 200, the Federal Highway Administration (FHWA), and the California Department of Transportation (Caltrans.)

### **Public Hearing Requirements**

Public hearing requirements may vary by project or program. The Commission may conduct a public hearing for a variety of reasons, such as the annual transit needs hearing, or on the social and environmental effects of a proposed project. Other guidance and requirements from Caltrans will also be met depending on whether the project is highway- or transit-related. Highway projects, for instance, will comply with Caltrans' Project Development Procedures Manual, Chapter 11 Public Hearing requirements.

### **Public Participation Background**

RCTC's traditionally seeks public involvement for both capital projects and transit-related projects.

The public is most familiar with RCTC for its capital projects. The various regional capital projects that RCTC is involved in throughout the County include the following:

- ✓ 91 Express Lanes
- ✓ 15 Express Lanes
- ✓ 15/91 Express Lanes Connector
- ✓ Interstate 15 Express Lanes Southern Extension
- ✓ State Route 60 Truck Lanes Project
- ✓ Mid-County Parkway/Interstate 215 Placentia Avenue Interchange
- ✓ Coachella Valley-San Geronio Pass Rail Corridor Service Project



- ✓ Moreno Valley/March Field Station Improvements Project
- ✓ Perris-South Station and Layover Facility Expansion Moreno Valley to Perris Double Track Project
- ✓ Mead Valley Station/Mobility Hub

Transit-related activities that involve public participation may include:

- ✓ Public Transit-Human Services Coordinated Plan Process
- ✓ The Citizen and Specialized Transit Advisory Committee
- ✓ Annual Transit Needs Hearing

A specialized outreach plan is designed for each project and may include community meetings, open houses, and formal public hearings.

## II. Riverside County Demographics

Riverside County is the fourth largest county in California by area and population and is diverse in geography and demographics. According to the 2020 U.S. Census, Riverside County covers 7,208 square miles and has a population of 2,418,185.

Many of the populations important to this Plan – minority, underrepresented, and low-income individuals are described in the American Community Survey’s estimates. The 2010 and 2020 U.S. Census information were compared for population and race. The 2013 and 2023 ACS 5 Year Estimates were used to compare sex, age, poverty, disability, and homeowner status. By referring to the Census, the Commission has generated the following information to showcase county growth.

- ✓ Riverside County’s population experienced a 10 percent increase between 2010 and 2020.
- ✓ American Indian population experienced an 85 percent growth while White alone experienced a 25 percent decline between 2010 and 2020.
- ✓ Individuals with Hispanic or Latino origin increased by 21 percent between 2010 and 2020.
- ✓ Between 2013 and 2023, the adult population ages 18 and over increased by 15 percent, adding 240,012 individuals. Adults represent nearly 76 percent of the county's total population, numbering nearly 1.85 million people.
- ✓ The adult population age 65 or older has increased by nearly 36 percent, adding over 99,000 people. This group amounts to a total of almost 371,046 persons, representing 15.1 percent of the total county population.
- ✓ Younger seniors, ages 65 to 74, is the largest and fastest growing senior group, representing 58 percent of all seniors.
- ✓ Population in the percent below poverty level decreased by 25 percent since the 2013 ACS Estimates, representing 11 percent of the current entire population.
- ✓ Individuals with disabilities total 288,351, which represents nearly 12 percent of the County's total population growing by 23% between 2013 and 2023.

- ✓ Owner occupied housing units increased by 16 percent while renter occupied housing increased by four percent.

## Minority Individuals

RCTC conducted demographic analysis of minority populations in the aggregate to understand where these communities are located throughout the County. FTA Title VI guidance defines a minority person as an individual of any of the following groups: American Indian and Alaskan Native, Asian, Black, or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islanders.

Demographic maps are provided in Figures 1 through 3 based upon minority population count tabulations developed for each Riverside County census tract. These were derived by subtracting the Caucasian population from each tract to arrive at the non-white, minority population counts. A summary of findings is provided below. This analysis was done at the Census Tract and Block Group levels using 2020 Decennial Census, which reflects the most current demographics.

Figure 1: In Western Riverside County, there are pockets of minority populations throughout the region. The largest concentrations of minority populations, between 68.2% to 100% of the population at the Census block group level, are found along the western border of the County near Eastvale and Mira Loma, near Moreno Valley; east of Banning; and in the central portion of the region, near Perris.

Figure 2: Coachella Valley is also home to many minority persons, with the largest concentrations of minority persons located north of Cabazon, south of Cathedral City and Thousand Palms and south of Indio. In these pockets, minority persons make up 68.2 to 100% of the block group population of these areas.

Figure 3: In East Riverside County, most of the region has a minority population of 50.9% to 68.1% of the total population at the block group level. A more concentrated minority population is located on the North Shore of the Salton Sea, Ripley and Palo Verde.

Figure 1. Western Riverside County Minority Population

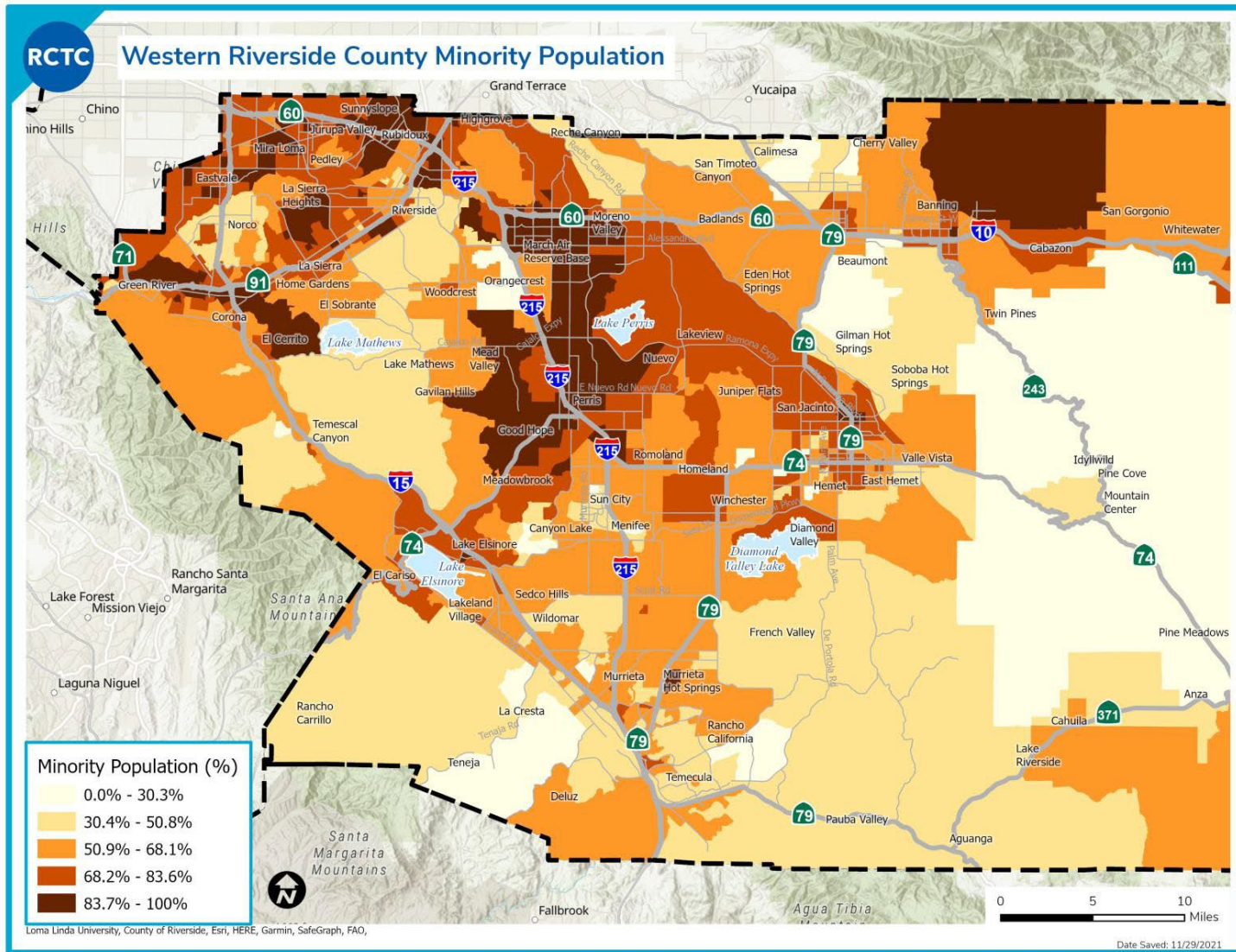


Figure 2. Coachella Valley Minority Population

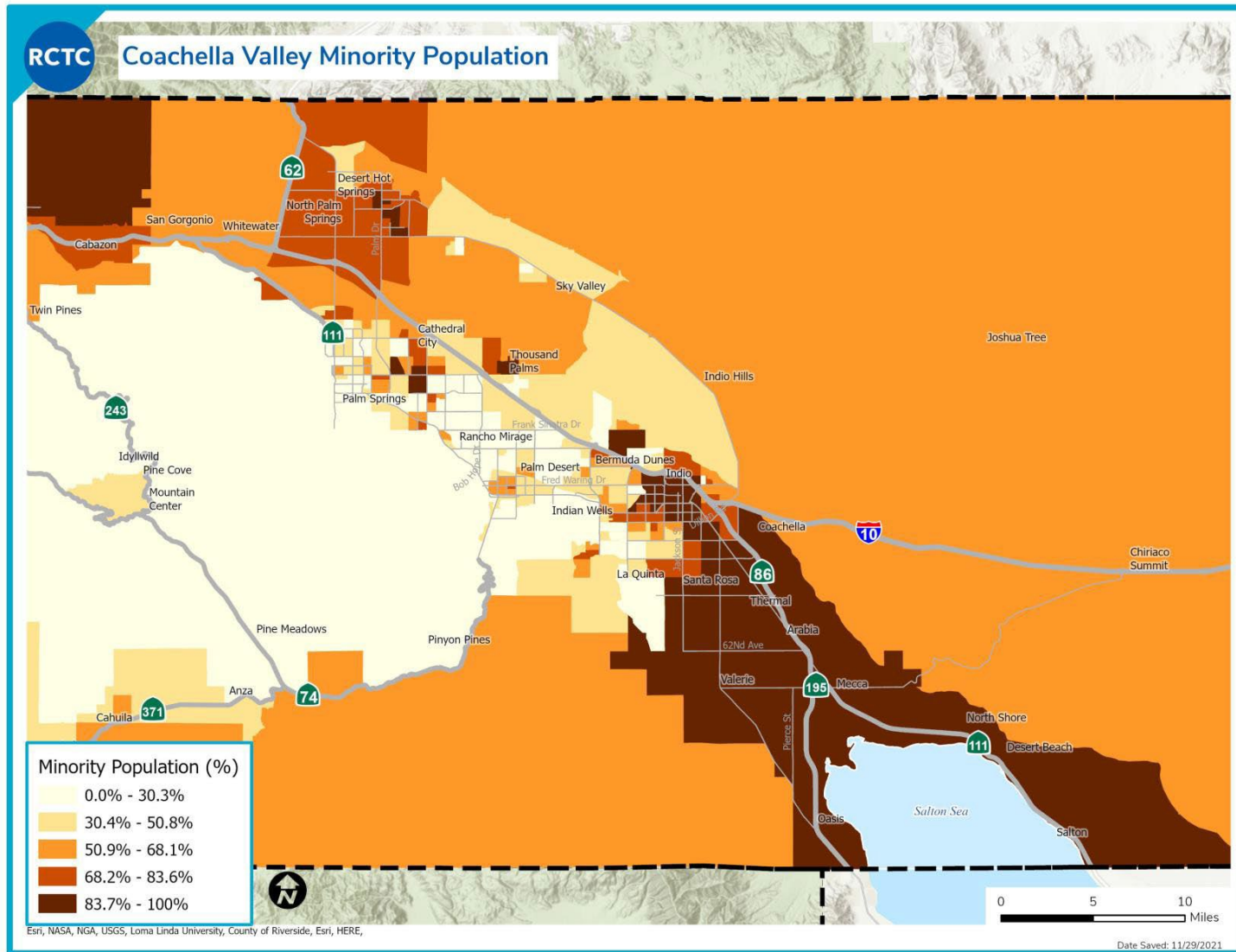
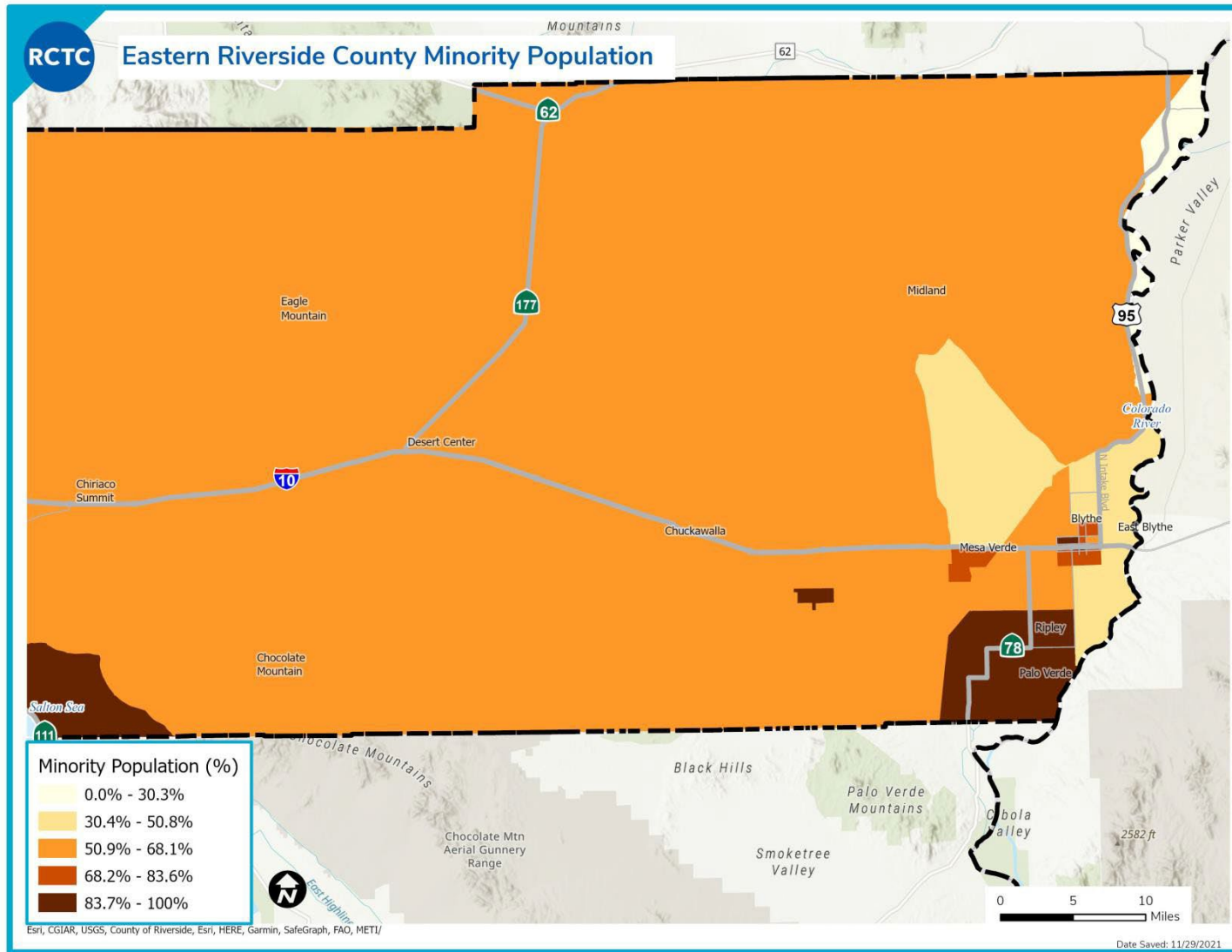


Figure 3. Eastern County Minority Population



## LEP Individuals

As documented in RCTC’s Language Assistance Plan (LAP), Riverside County is home to many LEP populations, several of which meet the Department of Justice’s Safe Harbor provision. The Safe Harbor provision stipulates that written translation of vital documents for each eligible LEP language is to be provided if the group constitutes 5% or 1,000 people, whichever is less, of the total population eligible to be served or likely to be affected or encountered. Such action will be considered strong evidence of compliance with the recipient’s written translation obligation. RCTC’s LAP details how RCTC will provide language assistance to these populations. This information is included here to detail the diverse populations that comprise Riverside County.

Table 1 below provides information from the 2023 American Community Survey 1-year Estimates, the most reliable and current Census source for accessing LEP information. There is a total of 42 LEP groups in Riverside County, numbering 359,753 individuals who speak English less than “very well” or 15.3 percent of Riverside County’s total population. The largest LEP group is Spanish speakers, who number 291,268 and comprise 12.4 percent of the County’s total population.

LEP groups of more than 1,000 are highlighted in blue in Table 1 and include individuals who speak Persian, Hindi, Punjabi, Chinese, Korean, Vietnamese, Tagalog, Ilocano, Samoan, Hawaiian, or other Austronesian, Arabic, Other and unspecified languages. Besides Spanish, none of these LEP populations comprise 5% of the County’s total population.

A thorough analysis of LEP populations in the County was conducted to develop RCTC’s Language Assistance Plan, consistent with FTA guidance. This analysis found that Spanish-speaking LEPs are the LEP population most frequently contacting RCTC and accessing RCTC’s programs and services.



Table 1, Riverside County LEP Populations

Table B16001: LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER 2023 American Community Survey 1-Year Estimates	Estimate	% to Total # of Population
<b>Total:</b>	<b>2,350,464</b>	<b>100.0%</b>
Speak only English	1,309,592	55.7%
Spanish: Speak English less than "very well"	291,268	12.4%
French (incl. Cajun): Speak English less than "very well"	628	0.0%
Haitian: Speak English less than "very well"	99	0.0%
Italian: Speak English less than "very well"	233	0.0%
Portuguese: Speak English less than "very well"	806	0.0%
German: Speak English less than "very well"	680	0.0%
Yiddish, Pennsylvania Dutch or other West Germanic languages: Speak English less than "very well"	250	0.0%
Greek: Speak English less than "very well"	0	0.0%
Russian: Speak English less than "very well"	260	0.0%
Polish: Speak English less than "very well"	401	0.0%
Serbo-Croatian: Speak English less than "very well"	0	0.0%
Ukrainian or other Slavic languages: Speak English less than "very well"	596	0.0%
Armenian: Speak English less than "very well"	1,147	0.0%
Persian (incl. Farsi, Dari): Speak English less than "very well"	2,809	0.1%
Gujarati: Speak English less than "very well"	1,296	0.1%
Hindi: Speak English less than "very well"	2,115	0.1%
Urdu: Speak English less than "very well"	1,100	0.0%
Punjabi: Speak English less than "very well"	1,540	0.1%
Bengali: Speak English less than "very well"	103	0.0%
Nepali, Marathi, or other Indic languages: Speak English less than "very well"	484	0.0%
Other Indo-European languages: Speak English less than "very well"	1,212	0.1%
Telugu: Speak English less than "very well"	66	0.0%
Tamil: Speak English less than "very well"	0	0.0%

Table B16001: LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER 2023 American Community Survey 1-Year Estimates	Estimate	% to Total # of Population
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Chinese (incl. Mandarin, Cantonese): Speak English less than "very well"	13,667	0.6%
Japanese: Speak English less than "very well"	1,249	0.1%
Korean: Speak English less than "very well"	4,462	0.2%
Hmong: Speak English less than "very well"	0	0.0%
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Thai, Lao, or other Tai-Kadai languages: Speak English less than "very well"	2,119	0.1%
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Tagalog (incl. Filipino): Speak English less than "very well"	14,540	0.6%
Ilocano, Samoan, Hawaiian, or other Austronesian languages: Speak English less than "very well"	1,467	0.1%
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Swahili or other languages of Central, Eastern, and Southern Africa: Speak English less than "very well"	37	0.0%
Navajo: Speak English less than "very well"	69	0.0%
Other Native languages of North America: Speak English less than "very well"	75	0.0%
Other and unspecified languages: Speak English less than "very well"	0	0.0%



### III. RCTC's Stakeholders

Stakeholders are individuals, groups, organizations, or agencies that may be directly or indirectly affected by a project or program. RCTC seeks to engage all stakeholders through its public participation efforts, particularly those who may be adversely affected or who may be denied benefit of a project's recommendation(s).

Stakeholders include:

- General public, minority individuals, low-income individuals, LEP persons, persons with disabilities, and older adults
- University and college students, including those from: California Baptist University, College of the Desert, La Sierra University, Moreno Valley College, Mt. San Jacinto College, Norco College, Palo Verde College, Riverside Community College, California State University-San Bernardino-Palm Desert Campus, and University of California-Riverside
- High school students throughout Riverside County
- Non-profit organizations including Blindness Support Services, Care Connexus, Care-a-Van, CASA, Friends of Moreno Valley, Inland AIDS Project, Operation SafeHouse, among others
- Public agencies including city governments and health and human services throughout Riverside County
- Public transit operators: Corona Cruiser, City of Riverside Special Services, Palo Verde Valley Transit Agency, Riverside Transit Agency, SunLine Transit Agency, Banning Transit, and Beaumont Transit
- Private organizations and businesses

### IV. Public Participation Strategies and Tools

#### Public Participation Goals and Strategies

This section details RCTC public participation strategies for achieving each goal.

**Goal 1: Provide all interested parties and agencies with reasonable opportunities for involvement in the transportation planning process.**

#### Strategies

- Provide adequate public notice of public participation opportunities and activities and time for public review of regionally significant plans and documents.
- Use multiple channels of outreach for promoting public participation opportunities including, as appropriate, RCTC's website and blog, the Citizens and Specialized Transit Advisory Committee (CSTAC), transit providers, news media, and social media.

- Evaluate plans, programs, and projects to determine the most appropriate and effective tools and strategies for public and agency involvement and outreach.
- Provide opportunities to comment on draft planning documents to affected agencies and parties.
- Make transportation planning documents available for viewing on the RCTC website and at key locations throughout the county, as appropriate.
- During the transportation planning process, conduct public meetings, open houses, and public hearings (virtual and in-person), as appropriate.
- Provide language interpreters (Spanish language; other languages upon request) at public meetings, open houses, and public hearings (virtual and in-person).

**Goal 2: Ensure accessibility to the transportation planning process and information for all members of the community; ensure that a wide range of perspectives will be heard so that planning outcomes reflect the needs of the region's diverse communities.**

### **Strategies**

- Develop information materials that are easily understood and translated for appropriate audiences and make them accessible at meetings and on RCTC's website.
- Make notices and announcements attractive and eye-catching.
- Plan workshops and/or public hearings at convenient venues and times across the region; ensure venues are accessible to the public.
- Plan workshops and/or public hearings in both virtual and in-person formats; use multiple communication tools to promote the hearings and engage with the public to expand accessibility for participants.
- When appropriate, provide information about regionally significant plans and projects to the local news media for distribution and promotion.
- Maintain the RCTC website with current transportation planning activities, including reports, plans, agendas, and minutes for RCTC Commission meetings.
- When appropriate, present information about specific plans and projects at public forums, such as City Council and Board of Supervisors meetings for increased public and governmental awareness.
- When identifying locations for community outreach activities, prioritize locations that are accessible by public transit.
- Make every effort to accommodate requests for accessibility opportunities, including physical accessibility to public meetings as well as accessibility to information in LEP languages and alternative formats.
- Encourage early involvement in the transportation planning process by providing timely notification and access to information.
- Use citizen and/or agency advisory groups as a means of providing input to the transportation planning process.
- Identify key individuals, organizations, and community organizations that may be interested in or affected by a plan or program; include this list in any mail or email distribution.

- Collaborate with Riverside County transit providers to facilitate and promote public participation opportunities.
- Maintain the Riverside County Transportation Network, a list of key stakeholders updated on an annual basis. The 461 active contacts on the Network include non-profits, human and social services, private transportation companies, public agencies, specialized transit providers.

**Goal 3: Engage and increase opportunities for participation for those traditionally underrepresented and or underserved, including low-income, minority, persons with disabilities, and Limited English Proficiency populations.**

### **Strategies**

- Make commenting on plans convenient and accessible to the public and stakeholders; enable comments to be made at public meetings and workshops, and via email or online commenting forms.
- Offer vital information, such as notices and announcements, in alternate languages as appropriate and feasible. When considering translation and interpretation needs, the RCTC Language Assistance Plan will be consulted for strategies and procedures. Translated information shall be made available on the RCTC or project-specific website, at public meetings and workshops, and at key locations across the county as appropriate and feasible.
- Translated notices, announcements, and other vital information shall be posted on Riverside County transit operators' buses and at transfer centers, as is possible.
- When appropriate, use alternative media outlets that may target minority, LEP, or underserved segments of the community.
- Continue expanding the contact list with agencies, organizations and stakeholders that work with LEP communities.

### **Project Specific Public Participation**

The project team, including Project Manager and public affairs staff, is responsible for developing an appropriate public participation plan or public outreach plan that describes the strategies that will be used to communicate key information to agencies, organizations, elected officials, residents, business operators, commuters, emergency responders, and other project stakeholders. Outreach activities will be integrated with the technical work program to provide information and incorporate ideas and feedback. The input that is received will facilitate fully informed decisions by RCTC Commissioners at key decision points. These plans will be specifically tailored to individual projects to reflect project area demographics, populations, and need. Plans will comply with Title VI requirements.

Title VI requirements, including strategies for engaging LEP individuals, will be documented in all bid-related materials, as applicable.

## Updating the Public Participation Plan

RCTC's public participation goals and strategies will be reviewed as needed and results will be considered in preparation of the FTA-required three-year Title VI Program adoption and FHWA-required Title VI Implementation Plan. Based on the effectiveness of strategies and the potential changes to Riverside County's demographics and outreach resources, strategies may be modified, and new strategies may be added to enhance the public participation process.

The following indicators may be used in reviewing and determining the effectiveness of these goals and strategies.

- Number of newspaper ads, public notices
- Number of news releases and news articles
- Number of public meetings and workshops
- Number of participants at public meetings, open houses, and public hearings
- Number of visits to the RCTC website and project-specific webpages
- Number of followers of social media pages, and volume of reach and engagement
- Number of comments received during the public comment period for projects and programs
- Number of requests for translated materials
- Number and content of materials translated
- Revisions to plans or projects based on public and agency input; analysis of how comments influenced the planning process

## V. Summary of Public Participation Activities

FTA Title VI guidance requires a summary of outreach efforts made since the last Title VI Program submission. The following is a summary of transit-related and capital project-related public outreach during this submittal period.

### Transit-Related Public Participation

#### Annual Public Hearing on Transit Needs in Riverside County

As required by Section 99238.5 of the California Public Utilities Code, RCTC holds at least one annual public hearing to solicit input from transit dependent and transit disadvantaged persons. The public hearing is promoted through newspaper articles throughout Riverside County, flyers on buses, public noticing on the County building, electronic promotion through email and social media websites, all printed in both English and Spanish. Written and oral comments provided at the hearing were used by RCTC and the County's transit operators in identifying transit needs in preparation of transportation plans and programs, including the Regional Transportation Plan and Short-Range Transit Plans. Comments are shared with

transit and paratransit operators as they relate to operating issues and needs. Additionally, comments are also shared with other agencies that provide transportation services to transit-dependent populations, including the Coordinated Transportation Services Agencies and the County Office on Aging, and specialized transit providers such as Care-A-Van, Forest Folk, and Operation SafeHouse. The public hearings were held during the following dates:

- 2022 Public Hearing, August 8, 2022 via Video/teleconference
- 2023 Public Hearing, August 7, 2023 at RCTC offices, Sunline Transit Agency board room, Palo Verde Valley Transit Agency Room A
- 2024 Public Hearing, August 12, 2024 at RCTC Offices, Sunline Transit Agency board room, Palo Verde Valley Transit Agency Room A

### **Coordinated Plan 2025 Outreach**

The Coordinated Plan 2021 outreach efforts used a three-phased approach to ensure the process captured a wide range of audiences. The three phases included:

- Phase I Agency Interviews – September and October 2024
- Phase II Countywide E-Survey – January and February 2025
- Phase III Virtual Workshop and Open House – April 2025 (Planned)

The outreach approach invited comments regarding transportation needs from transit users and potential transit users, agency staff working with the target populations, and the public. Phase 1 of the Coordinated Plan's outreach process commenced with public transit operators and human service agency interviews to develop a picture of mobility needs and gaps of target group members that informs both the overall study and the Phase II countywide e-survey. Phase II outreach established more quantitative input via an online survey, which was developed to quantify selected issues raised in stakeholder interviews. The survey was designed to invite responses from agency staff and from members of the public. The e-survey link was widely promoted through RCTC's website and social media, stakeholder agencies, including those interviewed and RCTC's network of stakeholders, and Riverside County transit operators. A total of approximately 800 surveys were received. Phase III Virtual Workshop and Open House invited comments upon and assistance in prioritizing strategies responsive to needs. During the weeklong open house community members, target population groups and agency stakeholders were invited to visit the project website to learn about project findings, attend an interactive, virtual workshop on Coordinated Plan strategies, rate the strategies' priority, and provide written comments.

### **Citizens and Specialized Transit Advisory Committee (CSTAC)**

The CSTAC serves as RCTC's Social Services Transportation Advisory Council (SSTAC) to assist the Commission in complying with Transportation Development Act (TDA) Section 99238. The TDA provides direction for administering both Local Transportation Fund and State Transit Assistance funds for bus and

commuter rail services. This funding promotes transportation service improvements and enhancements that support the mobility of older adults, persons with disabilities, and persons of limited means.

Additionally, the role of CSTAC members is to establish an effective communication exchange among Riverside County's public transit operators, its specialized transportation providers, and representatives of its transit dependent population regarding matters of mutual concern. This group meets bimonthly, or, as necessary.

### **Riverside County Transportation Network**

The Riverside County Transportation Network is a list of key stakeholders and includes agencies and organizations. The 461 active contacts are non-profits, human and social services, private transportation companies, public agencies, and specialized transit providers that work with a diverse range of clients throughout Riverside County. The Network is updated on an annual basis, through a mail survey and online e-survey. Transit-Related information, notices, announcements—particularly public participation opportunities—are sent to this Network via emails and physical mail, when those addresses exist.

### **Traffic Relief Plan**

The Traffic Relief Plan is an aspirational plan that identifies more than \$30 billion in needed transportation projects and priorities based on input from thousands of residents throughout Riverside County. The plan includes projects across seven categories including: public transportation, safe streets and roads, regional connections, active transportation, highway, environmental mitigation, and blowsand and floods. To complete the projects listed in the Plan, a mixture of federal, state, and local funding will be needed. The Commission may also make a future decision to place a sales tax measure with an ordinance and expenditure plan for consideration and approval from Riverside County voters. Public participation for the plan included:

- Virtual Public Information Webinar, March 20, 2024
- Tele Town Halls, May 13 and 14, 2024

### **Capital-Related Public Participation**

RCTC has a robust public participation and outreach component for its major capital highway and rail projects. Many of these efforts focus on transparency to allow the public to engage in projects via meetings, helplines, project webpages, and various social media platforms. Since the last update of the Public Participation Plan, there were not any RCTC-led transit-related projects that held public engagements; however, the following highway-related projects held public engagements:

- Interstate 10 Highland Springs Avenue Interchange Improvements
- Interstate 15 Smart Freeway Pilot Project
- Interstate 15 Express Lanes Project Southern Extension

RCTC maintains webpages for all its capital projects including transit and highways. These webpages are available in the “Projects” section of the RCTC website, [rctc.org](http://rctc.org).

Active capital projects also produce collateral material in English and Spanish and hold community meetings with bilingual staff in attendance. To date, staff has not received requests for or encountered people who require translation or interpretation to languages other than Spanish.

## **RCTC’s Website**

RCTC’s website includes current information and notices for all projects and activities. Website addresses are provided on all printed materials.

The Commission also maintains active Facebook, Twitter, and Instagram pages to enhance its public outreach. These social media pages provide information about public meetings, transit options, capital project updates, and other items of interest to Riverside County residents and the transportation industry. RCTC regularly boosts posts and places digital social media ads and polls to expand its reach to specific communities.

## **VI. Contact information**

RCTC posts Title VI general notices and complaint forms on its website at [www.rctc.org/about](http://www.rctc.org/about). The Plan may be translated in any language for free upon request. Any questions or comments regarding this Plan should be directed to:

Riverside County Transportation Commission  
David Knudsen, Deputy Executive Director  
4080 Lemon Street, Third Floor  
P.O. Box 12008  
Riverside, CA 92502-2208  
Email: [dknudsen@rctc.org](mailto:dknudsen@rctc.org)  
Phone: (951) 787-7141

# TITLE VI

## LANGUAGE ASSISTANCE PLAN

### *APPENDIX C*



If information is needed in another language, please call (951) 787-7141 for free translation services. Si se necesita este documento en Español, llame al 951-787-7141 para servicios de traducción gratuitos.



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# I. Introduction

## Background of the Riverside County Transportation Commission

The Riverside County Transportation Commission (Commission or RCTC) was established in 1976 by the State of California (State) to oversee the funding and coordination of public transportation services within Riverside County. The governing body consists of all five members of the County Board of Supervisors, one elected official from each of the County's 28 cities, and one non-voting member appointed by the Governor of California. The Commission is the designated regional transportation planning agency and county transportation commission. The Commission's responsibilities include setting policies, establishing priorities, and coordinating activities among the County's various transit operators and local jurisdictions.

The public is most familiar with RCTC for its involvement in planning and delivering capital highway and rail projects such as the following:

- ✓ 91 Express Lanes
- ✓ 15 Express Lanes
- ✓ 15/91 Express Lanes Connector
- ✓ Interstate 15 Express Lanes Southern Extension
- ✓ State Route 71/91 Interchange Project
- ✓ State Route 60 Truck Lanes Project
- ✓ Mid-County Parkway/Interstate 215 Placentia Avenue Interchange
- ✓ Coachella Valley-San Geronio Pass Rail Corridor Service Project
- ✓ Riverside-Downtown Station Improvements Project
- ✓ Moreno Valley/March Field Station Improvements Project
- ✓ Perris-South Station and Layover Expansion Project
- ✓ Moreno Valley to Perris Double Track Project
- ✓ Mead Valley Station/Mobility Hub

The Commission also provides motorist aid services designed to expedite traffic flow. These services include the Freeway Service Patrol, a roving tow truck service that assists motorists with disabled vehicles on the main highways of western Riverside County during peak rush hour traffic periods; and rideshare programs such as Inland Empire 511 (IE511), a traveler information system, and the countywide vanpool program known as VanClub.

These programs and projects are funded by various local, state, and federal sources. Regardless of funding source, RCTC is committed to ensuring that its projects and services are delivered and implemented in a non-discriminatory manner.

## **Purpose of this Plan**

The Language Assistance Plan (LAP) is intended to satisfy Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) Title VI requirements related to limited-English Proficient (LEP) individuals. FTA Circular 4702.1B states that “recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited-English proficient (LEP).” LEP persons refer to those for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

The LAP details the process by which RCTC will provide access to LEP individuals and the larger community. RCTC utilized the U.S. Department of Transportation’s (DOT) LEP Guidance Handbook and performed a Four Factor Analysis to develop this LAP.

## **Title VI and Federal Authority**

Title VI of the Civil Rights Act of 1964 protects persons in the United States from being excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance. As a recipient of federal funding, and in order to comply with Title VI, as well as FTA and FHWA guidance, RCTC has developed its own Language Assistance Plan in compliance with these guidelines.

This plan was developed with input from FTA’s Office of Civil Rights’ LEP Guidance Handbook: The FTA’s Office of Civil Rights’ Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers (April 13, 2007), ensuring compliance with federal standards for providing meaningful access to LEP individuals, and with reference to FHWA Title VI Local Agency Requirements as provided by Caltrans.

## **Language Assistance Goals**

The following goals will guide RCTC in ensuring that projects and services are delivered and implemented in a non-discriminatory manner:

1. Ensure meaningful access to all individuals regardless of race, color, national origin, and language of origin through outreach to LEP populations, translation of vital documents into LEP languages, and provision of additional language assistance services, as required.
2. Monitor changing LEP population demographics as necessary to ensure RCTC provides appropriate language assistance services.

3. Update this Language Assistance Plan as necessary to ensure the effectiveness of strategies for providing language assistance.

## II. Four Factor Analysis

Recipients are required to take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of its programs or activities for persons who are limited-English proficient (LEP). FHWA incorporates the U.S. DOT's LEP Guidance, which aligns with FTA Circular 4702.1B in detailing the components of the LAP, including the Four Factor Analysis, which provides a careful analysis of LEP individuals the recipient may encounter to determine the specific language services that are appropriate to provide.

The Four Factor Analysis balances the following factors:

- Factor One: The number and proportion of LEP persons in the jurisdiction;
- Factor Two: How often LEP persons come into contact with RCTC services;
- Factor Three: How important RCTC's services are to the lives of LEP persons;
- Factor Four: The resources available to RCTC for LEP outreach that reasonably can be provided.

The results of the four-factor analysis are used to determine the target LEP populations and the best methods of engaging with the public. RCTC undertook the Four Factor Analysis in order to develop an appropriate and effective Language Assistance Plan

### **Factor One: The number or proportion of LEP persons eligible to be served or likely to be encountered**

RCTC's service area incorporates all of Riverside County, which has a total population of 2,492,442 individuals according to the 2023 U.S. Census Bureau. The Census data was used for this analysis as it provides the most current and reliable information about LEP individuals. The Department of Justice's Safe Harbor provision, which was accepted by the FTA and FHWA, stipulates that written translation of vital documents for each eligible LEP language group that constitutes 5% or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, shall be considered strong evidence of compliance with the recipient's written translation obligation.

Table 1 provides information from the 2023 American Community Survey 1-year Estimates demonstrating the 42 LEP populations in Riverside County, using 1-year estimates as they provide the most reliable data in terms of LEP populations. The largest group of LEP individuals is Spanish speakers, who comprise 12.4 percent of the County's population and number 291,268 individuals. Although no other LEP group reaches 5 percent of the population, 15 additional LEP groups have over 1,000 persons, which include: Persian, Hindi, Punjabi, Chinese, Korean, Vietnamese, Tagalog, Ilocano, Samoan, Hawaiian, or other Austronesian, Arabic, Other and unspecified languages.

Table 1: Riverside County LEP Populations

Table B16001: LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER 2023 American Community Survey 1-Year Estimates	Estimate	% to Total # of Population
<b>Total:</b>	<b>2,350,464</b>	<b>100.0%</b>
Speak only English	1,309,592	55.7%
Spanish: Speak English less than "very well"	291,268	12.4%
French (incl. Cajun): Speak English less than "very well"	628	0.0%
Haitian: Speak English less than "very well"	99	0.0%
Italian: Speak English less than "very well"	233	0.0%
Portuguese: Speak English less than "very well"	806	0.0%
German: Speak English less than "very well"	680	0.0%
Yiddish, Pennsylvania Dutch or other West Germanic languages: Speak English less than "very well"	250	0.0%
Greek: Speak English less than "very well"	0	0.0%
Russian: Speak English less than "very well"	260	0.0%
Polish: Speak English less than "very well"	401	0.0%
Serbo-Croatian: Speak English less than "very well"	0	0.0%
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Other Native languages of North America: Speak English less than "very well"	75	0.0%
Other and unspecified languages: Speak English less than "very well"	0	0.0%

Any individual seeking language assistance, regardless of English proficiency, is eligible to be served by the Commission's language assistance services. The following section addresses which LEP persons the Commission is likely to encounter based on the past frequency of contact.

## **Factor Two: The frequency with which LEP persons come into contact with the program**

To identify and analyze the frequency with which LEP persons come into contact with RCTC programs, a survey was distributed to staff who regularly interact with or who are more likely to interact with members of the public. The units that were surveyed include the Clerk of the Board, Public Affairs, Front Reception, Capital Projects, Commuter Assistance, Multimodal Services, and Toll Program. The survey asked staff members about their experiences with LEP individuals, including how frequently they interacted with LEP persons, what languages the LEP individuals spoke, how successfully they communicated, and what information LEP persons were seeking.

A total of 36 surveys were completed by staff. The survey asked staff how frequent they interacted with LEP persons in the last year, and of the 36 respondents, 15 (42%) stated they have never encountered a request for translation services; 16 (44%) reported interaction less than once a month; one (3%) reported once a month; and the remaining four (11%) stated a few times per week or everyday. Nearly all of the language requests were for Spanish translation or interpretation. Other language requests that were reported within the last three years included Chinese (three times), Tagalog/Filipino (once), and American Sign Language (once). Staff members who encountered a majority of requests for translation services reported the most common requests were received from the front reception or general information line for information about transit services, express lane/toll, RCTC project-specific construction, and Metrolink services (not under the purview of the Commission). Staff members have been able to communicate with LEP individuals through assistance from bilingual staff members, and in some cases translation services were utilized through RCTC's on-call contract with PALS for Health, Google translation, or consultant staff.

In conclusion, Factor Two identified that RCTC does not frequently come into contact with LEP individuals regarding its services and programs, but of those that are received, most are likely to speak Spanish.

## **Factor Three: The nature and importance of the program, activity, or service to people's lives**

RCTC is the responsible transportation agency tasked with the funding and coordination of public transportation services within Riverside County; which includes 28 cities, 7,208 square miles, and 2,492,442 individuals according to the 2023 U.S. Census Bureau. The Commission's mission is to assume a leadership role in improving mobility in the County. RCTC is responsible for setting policies, establishing priorities, and coordinating activities among the County's various transit operators and other agencies. The Commission also programs and/or reviews the allocation of federal, state, and local funds for highway, transit, rail, non-motorized travel (bicycle and pedestrian), and other transportation activities. The Commission serves as the tax authority and implementation agency for Measure A, the voter-approved half-cent sales tax for transportation improvements in Riverside County. The Commission also administers

VanClub and provides motorist aid services designed to expedite traffic flow. The Commission is also the lead agency for major highway capital improvements, station rehabilitation and rail capital projects.

RCTC works to ensure and improve the quality of life of Riverside County's residents. Transportation interacts with a variety of human needs including a safe environment with better air quality, a reduction in water runoff, reducing the levels of greenhouse gases, and supporting transportation alternatives that promote better health through walking or bicycling. By taking a more holistic approach, the importance of transportation grows larger and is valued as a vital necessity.

## **Factor Four: The resources available to the recipient for LEP outreach**

RCTC has numerous resources available to ensure it provides meaningful access to LEP individuals. These include existing community partners, using its own resources, and using contracted services. These resources are detailed below:

- RCTC contracts with PALS for Health to provide written translation and oral interpretation for LEP individuals.
- Bilingual employees provide written translation and oral interpretation.
- "I Speak" language identification cards are used at the front desk and at public meetings.
- Language assistance information is provided on agendas and meeting notices.
- Public notices are translated into Spanish.
- RCTC may contract with public outreach firms that can provide language assistance as needed.
- Riverside County Transportation Network: This database ensures social service agencies and community organizations that work with LEP individuals are provided the Commission's information and notices to distribute to their clients.
- Citizens and Specialized Transit Advisory Committee: represent minority groups and are a useful resource for outreach to LEP individuals.
- Riverside County Transit Operators: RCTC may partner with transit operators to post vital information in English and Spanish on buses and at transfer locations.
- RCTC translates Title VI vital documents and project-specific vital information into Spanish.
- RCTC's website provides outreach and is equipped with a Google translator.

## **Discussion of Results**

Census data analyzed in Factor One was consistent with the experience of RCTC staff members analyzed in Factor Two to determine that Spanish-speaking LEP individuals are the largest and most frequent LEP group that accesses RCTC's services and programs. As these individuals comprise 12.4 percent of Riverside County's population, it will be important for the Commission to continue providing vital documents in Spanish. Additional LEP groups are very small populations (less than 1 percent of the population), not yet identified (Other Indic Languages, for example), and do not frequently access the Commission's services



or programs. Documents will be translated as requested or as is appropriate for a specific project. Details of language assistance services are provided in the following Implementation Plan.

### **III. Implementation Plan**

#### **Language Service Provision**

RCTC will provide the following language assistance measures to ensure LEP individuals have full access to the Commissions services, programs, and activities:

##### **Callers and Visitors**

- Front desk staff have “I Speak” language identification cards available to assist LEP individuals.
- Several employees are bilingual and can help callers or visitors who speak Spanish.
- RCTC contracts with PALS for Health to provide written translation and oral interpretation for LEP individuals.
- RCTC will also provide written materials in other languages or provide translation services at public meetings, upon request.

##### **Translation of Vital Documents**

FTA Circular 4702.1B defines vital documents as, “documents that provide access to essential services.” The Commission will use this definition when assessing what documents should be translated.

**Title VI Documents** are vital documents. The Title VI notice to the public, complaint form, and procedures are available in English and Spanish, the LEP language that RCTC is most likely to encounter. Vital documents are available on RCTC’s website and at the front desk. Information about the availability of free language assistance is available on posted notices and agendas in Spanish.

**Spanish-Language Translation:** RCTC provides project notices and announcements and vital documents in Spanish and will continue to do so, as the Spanish-speaking LEP population represents a significant portion of Riverside County’s population. Documents that are translated include: notices and announcements about public meetings and forums and public participation opportunities, key information distributed at project meetings, and any vital project-specific meetings.

**Other LEP Language Translations:** The additional LEP languages represent very small communities, and vital information will be translated as requested and as appropriate, with decisions made on a project-by-project basis. For example, if a project takes place in a community with a large LEP population, key information for that project will be translated into that LEP language.

**Oral Interpretation:** Oral interpretation will be provided at public meetings as requested and appropriate. Decisions will be made on a project-by-project basis. Notices of public meetings and forums include information about how to request oral interpretation.

**Outreach/Notice of Availability of Language Assistance** RCTC's Title VI Notice to the Public publicizes its language assistance services. Additionally, other notices may include the statement, "If information is needed in another language, please contact (951) 787-7141 for free translation services."

## Staff Training

Staff training will be provided to ensure that staff who regularly interact with the public receive comprehensive training on Title VI and related statutes and understand the available resources and procedures to offer language assistance. This training will be provided at least every two years and within six months of a new employee's start date. Training will be offered in-person, virtual, and/or through other partners such as Caltrans, FTA, or FHWA.

Outreach and front desk staff may receive training more frequently in assisting LEP individuals, including identifying language and using the language service provider interpretation system.

In particular, the following items will be covered in trainings:

- A summary of RCTC's language assistance requirements DOT LEP Guidance
- A summary of the Commission's language assistance plan; including responding to LEP persons and addressing potential complaints
- Results of RCTC's Four Factor Analysis, including a summary of the LEP individuals in Riverside County and the frequency of contact between the LEP population and the Commission
- A description of the Commission's non-discrimination policies and practices.
- Where to seek assistance for Title VI questions and concerns

## IV. Monitoring, Evaluating, and Updating the LAP

A thorough review of the LAP will be undertaken every three years as required by FTA, or as necessary as guidelines are revised or as compliance reviews warrant. To meet the requirements of FHWA and Caltrans, an annual assessment will be conducted to determine if modifications are necessary to ensure meaningful access to project and services for LEP persons.

At that time, the LEP population will be reassessed to ensure all significant LEP languages are included in RCTC's language assistance efforts. The following reoccurring reporting and evaluation measures will be used to update the Language Assistance Plan:

1. RCTC will regularly assess the effectiveness of how the Commission communicates with LEP individuals by working with the CSTAC and community stakeholders and organizations.

2. Commission staff will track its language assistance efforts, including:
  - Tracking front desk staff interaction with LEP persons
  - Internal surveys of staff who are likely to engage with the public
  - Number of downloaded documents in other languages
  - Reports and updates from the language service provider
  - Number of requests for translation and interpretation services

## **V. Contact information**

RCTC will post the approved LAP on its website at [www.rctc.org](http://www.rctc.org). The LAP may be translated in any language for free upon request.

Any questions or comments regarding the LAP should be directed to:

Riverside County Transportation Commission  
David Knudsen, Deputy Executive Director  
4080 Lemon Street, Third Floor  
P. O. Box 12008 Riverside, CA 92502-2208  
Email: [dknudsen@rctc.org](mailto:dknudsen@rctc.org)  
Phone: (951) 787-7141

# **AGENDA ITEM 8**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	May 14, 2025
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Budget and Implementation Committee Lorelle Moe-Luna, Multimodal Services Director
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Transit Policies Manual, Resolution No. 25-001 Policy to act as Lead Agency Pursuant to the California Environmental Quality Act for Fixed Guideway Projects Seeking State or Federal Discretionary Grants

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

This item is for the Commission to:

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

**BACKGROUND INFORMATION:**

The Commission is responsible for allocating all state and federal formula funding to the public transit operators in the County for capital and service improvements under PUC Sections 130303 (a) and (b), 130306). The Commission is also responsible for providing financial oversight on public transit operators within its jurisdiction through implementation of policies and procedures regarding performance monitoring, financial auditing, and reporting as required by the Transportation Development Act (TDA) (PUC Sections 99244, 99245, 99246, 99261, 99285(b)).

In 1995, the Commission took action to compile and adopt RCTC policies related to transportation funding into a manual for transit operators and staff. Since then, various transit policies and procedures have been adopted separately and/or embedded into staff reports. Some of these occurred due to the passage of the renewed Measure A Expenditure Plan and the Transit Policy Committee from 2005 through 2008. This led to some of the policies or guidance becoming separated from one another rather than being consolidated into a one formalized document.

At the October 2022 Commission meeting, the Commission approved Agreement No. 22-62-089-00 with AMMA Transit Planning to develop a Transit Funding Handbook. The

document was to include policies and procedures on the distribution and allocation of funds to transit operators within the County, including three key deliverables:

1. Transit Policies Manual
2. Transit Operator Funding Guide
3. Transit Staff Desk Procedures

The primary goal of the project was to identify, update, and combine all Commission approved transit policies and procedures into a revised manual, detailing the roles and responsibilities of both RCTC and public transit agencies and steps and guidance on how to receive Commission-approved funding. The Transit Policies Manual is a compilation of all existing transit policies and is subject to Commission review and approval while the Transit Operator Funding Guide is essentially a “how to” guide for operators submitting the proper documents to RCTC and does not require Commission action as the guide is procedural and administrative and may change slightly overtime to make processes more efficient. The Transit Staff Desk Procedures is an internal document for staff and is also administrative and does not require Commission action.

### **DISCUSSION:**

The Transit Policies Manual is the cornerstone for the funding guide and other procedures. The consultant team and staff thoroughly evaluated the Commission’s existing transit policies and conducted a comparative analysis for best practices and reached out to other regional transportation planning agencies (RTPAs) similar in size and operation as RCTC. The RTPAs interviewed included Ventura County Transportation Commission and the San Bernardino County Transportation Authority. In addition, other transit policy manuals and guides available online from RTPAs such as Santa Barbara County Association of Governments, Sacramento Council of Governments, San Diego Association of Governments, and Metropolitan Transportation Commission, were reviewed. The findings from this effort provided valuable insight on how other regions allocate transit funds, set goals and priorities, and develop their claims process. Staff segregated the analysis into two parts, existing and new transit policies.

### **Existing Transit Policies**

A total of 14 existing transit policies were reviewed and grouped into the following categories:

1. General administration - includes an outline of the legal relationship between RCTC and the transit operators and the Short-Range Transit Plan approval process which is the primary mechanism for allocating transit funds to the operators.
2. Formula funding allocations policies - for state, federal, and local revenue sources.
3. Performance analysis and reporting - includes farebox recovery requirements, reserve and disbursement policies.
4. Project development - related to alternative fuels and justification for capital projects.

Most of the policies were determined to be still applicable but required reformatting, clarifying details, and/or updates to reflect recent legislative changes. The policies that are inclusive of

existing memorandums of understanding (MOU) and resolutions are not proposed to be changed. Table 1 includes a summary of the revisions made to each policy included in the Transit Policies Manual (Attachment 1).



Table 1. Summary of Transit Policy Revisions

Current Policy Title	Original Approval Date	Last Revision Date	Proposed Policy No.	Proposed Revisions
<b>General Administration</b>				
Outline of Legal Relationship Between RCTC and Transit Operators	2/13/1992	2/13/2002	1-1	Minor revisions to correct and paraphrase PUC sections and reorganization of sections.
Short Range Transit Plan Guidelines	12/13/1995	2/13/2002	1-2	Changed title to "Short Range Transit Plan Approval and Amendment Policy." Policy revised to focus on the approval and amendment process and moved the outline of format and guidelines contents to the Transit Operator Funding Guide for flexibility to make procedures more efficient.
Short Range Transit Plan Service Change Evaluation and Approval Procedure	1/13/1993	2/13/2002	1-2	Merged with "Short Range Transit Plan Approval and Amendment Policy" to include major service change evaluation conditions.
<b>State Formula Funding</b>				
Allocation of Transportation Development Act, State of Good Repair, and Low Carbon Transit Operations Program	12/13/1995	2/21/2025	2-1	Minor edits for clarification of prioritization of funds and exclusion of one-time formula funds.
State Transit Assistance Set Aside for Coachella Valley Rail	10/9/2013	10/9/2013	2-1	Originally adopted by Resolution No. 13-042 and MOU No. 14-25-034-00 specifically for State Transit Assistance funds. No changes to resolution or MOU; bus/rail split policy for STA in Coachella Valley incorporated under "Allocation of Transportation Development Act, State of Good Repair, and Low Carbon Transit Operations Program."
State Transit Assistance Use for Operating	11/10/2010	6/12/2019	2-2	Minor edits made to background and references to updated legislation impacting efficiency standards.
<b>Federal Formula Funding</b>				
Allocations of Federal Transit Administration Formula Funds	3/14/2007	4/18/2018	3-1	Originally adopted as MOU No. 07-65-111-00 and MOU No. 18-26-080-00. No changes recommended to the MOU; added to manual in policy format to reflect current allocation practices.
<b>Measure 'A' Public Transit Funding</b>				
Allocation of Public Transit Measure A Funds	6/11/2008	n/a	4-1	No changes. Added to manual in policy format to reflect current policy.

<b>Performance Analysis and Reporting</b>				
Farebox Recovery Policy	6/11/2008	n/a	5-1	Changed title to “Farebox Recovery Requirements.” Revised to make policy more concise; removed redundancy of examples and definitions; and streamlined rules and regulations in policy format.
Reserve Policy	2/13/2002	1/12/2005	5-2	Changed title to “Reserve Policy for Transportation Development Act Funds and Measure A Public Transit.” Expanded reserve policy to include State Transit Assistance and Measure A Transit Funds.
Funding Disbursement Policies	12/10/1997	1/12/2005	5-3	Changed title to “Claims Submission and Disbursement Policy for Transit Funds.” Revised to include reserve before the 90% available for disbursement, flexibility in payment plans, and added section for deferred and unearned revenues.
<b>Project Development</b>				
Establishing an Emissions Standards Requirement for the Acquisition of Urban Transit Buses with Federal, State or Local Funds	10/11/2000	10/11/2000	6-1	Originally adopted as Resolution No. 00-018. Resolution included policy requirement for urban transit operators to transition to Clean Natural Gas. No change to resolution; added to manual in policy format.
Justification for Capital Projects	1/13/1993	2/13/2002	6-2	Minor edits clarifying RCTC’s oversight responsibilities and monitoring and reporting requirements of capital projects are described in the Transit Operator Funding Guide.
Quarterly reporting requirement for Capital Projects	10/13/2004	2/8/2016	6-2	Merged with “Justification for Capital Projects.” Revised to focus on reporting policy requirements; step-by-step procedures on how to submit reports removed to be included in Transit Operator Funding Guide to allow procedures flexibility for a more efficient process.
Fixed Guideway Development and Implementation	5/14/2025	n/a	6-3	New policy and Resolution No. 25-001 establishing that the Commission will be the lead agency for all fixed-guideway projects in the County.

### ***New Fixed-Guideway Policy***

The Transit Policies Manual also includes one new policy, Resolution No. 25-001, *“Policy to act as Lead Agency Pursuant to the California Environmental Quality Act for Fixed Guideway Projects Seeking State or Federal Discretionary Grants”* (see Appendix A in Transit Policies Manual).

State law designates the Commission as the responsible entity for approving all plans for the design, construction, and implementation of fixed guideway systems or projects throughout the County (PUC Section 130252(a)) and is responsible for designating the operator of any approved transit guideway system (PUC Section 130254). This policy is consistent with current practice as the Commission has been the lead agency for project development and implementation of fixed guideway projects such as the Perris Valley Line and Coachella Valley Rail.

The Riverside County Strategic Assessment, which the Commission completed in 2016, also highlighted the need for this policy. The Strategic Assessment re-examined Riverside County’s needs for transportation investments in the context of (1) the Measure A Expenditure Plan and other transportation-related policies, (2) changing economic and demographic trends in the County, (3) evolving state and federal transportation policies, (4) revenue realities, and (5) desires of the public and stakeholders. The objective of the Strategic Assessment was to produce findings and provide strategic recommendations on actions the Commission can take to proactively prepare for the County’s future. One of the strategic actions recommended included the adoption of a policy asserting that the Commission would continue assuming the leadership role in the development of all fixed guideway projects seeking state or federal discretionary grants within the County.

### ***Transit Operator Outreach and Feedback***

In addition to the interviews with other RTPAs and online resources, staff provided transit operators with multiple opportunities to provide comments on the Commission’s transit policies and procedures. First, the Commission’s consultant, AMMA Transit Planning interviewed the transit operators in February through April of 2023 on current policies and processes and received feedback from each of them. Simple procedural changes raised during the interview process were conveyed to staff and incorporated into day-to-day processes. Second, once the policies were analyzed and combined into a consolidated document, a draft of the Transit Policies Manual was made available to the transit operators for a four-week review period from February 11 through March 11, 2025, to seek feedback and concerns. Staff received a total of 13 comments from the transit operators regarding the transit policies, mostly consisting of minor clarification and questions on implementation; no suggestions or concerns were provided. The Transit Policies Manual has also been reviewed by legal counsel.

### **Recommendations**

Therefore, staff recommends the approval of the revised policies as presented in the Transit Policies Manual including the adoption of the new fixed guideway policy in Resolution

No. 25-001 identifying RCTC as the lead agency. The approval of the Transit Policies Manual supersedes prior Commission actions related to the respective activities. These policies are to be applied in combination with other local, state, and federal laws and regulations. Staff will review and recommend changes to the Transit Policies Manual every five years or as necessary. The Commission may also use its discretion to revise or modify one or more policies separately when needed to carryout its responsibilities to improve the overall efficiency and effectiveness of the public transportation system in Riverside County.

**FISCAL IMPACT:**

There is no fiscal impact for the approval of the Transit Policies Manual.

Attachment: Transit Policies Manual, May 2025

*Approved by the Budget and Implementation Committee on April 28, 2025*

In Favor: 12 Abstain: 0 No: 0





**RIVERSIDE  
COUNTY  
TRANSPORTATION  
COMMISSION**

# **Transit Policies Manual**

**Commission Approved  
May 14, 2025**

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## **APPENDIX A. RESOLUTIONS**

No. 00-018 – Emissions Standard Requirement for the Acquisition of Urban Transit Buses with Federal, State or Local Funds

No. 13-042 – Support to Establish Daily Intercity Rail Service from Los Angeles to the Coachella Valley via the Pass Area

No. 25-001 – Policy to act as Lead Agency Pursuant to the California Environmental Quality Act for Fixed Guideway Projects Seeking State or Federal Discretionary Grants

## **APPENDIX B. MEMORANDUMS OF UNDERSTANDING**


No. 07-65-111-00 – RCTC, Southern California Association of Governments, and Riverside County Transit Operators

No. 14-25-034-00 – RCTC and the Coachella Valley Association of Governments

No. 18-26-080-00 – RCTC, Southern California Association of Governments, and Riverside County Transit Operators

## **APPENDIX C. ORDINANCE NO. 002-001 (2009 MEASURE A)**



	<b>Policy Title:</b> Outline of Legal Relationship Between RCTC and Transit Operators	
	<b>Policy No:</b> 1-1	<b>Page:</b> 1 of 3
	<b>Effective Date:</b> February 13, 1992	<b>Revised Date:</b> May 14, 2025
	<b>Approved By Commission Action</b>	
	<b>Administered By:</b> Multimodal Services Department	

## **A. Transportation Development Act (TDA) and Other State and Federal Funds.**

### **1. Approval of Projects and Allocation of Funds**

- a. The Commission is charged with the responsibility of evaluating and approving projects to be funded under TDA, projects on the federal-aid urban system, and projects pursuant to Sections 1602 and 1604 of Title 49 of the United States Code (PUC § 130306).
- b. The Commission must approve all plans proposed for the design, construction, and implementation for the implementation of public mass transit systems or projects, including public mass transit guideway systems or project, and federal-aid and state highway projects excluding Caltrans led projects and programs. All such plans must conform with the adopted regional transportation plan (PUC § 130252(a)).
- c. The Commission should only approve projects which are consistent with the adopted Federal Transportation Improvement Program and Regional Transportation Plan (PUC § 130303(b) and 99285(b)).
- d. The Commission should avoid approval of projects which result in duplication of services (PUC § 99285(b)).


### **2. Operator Oversight**

- a. Productivity Improvements. The Commission must annually review transit operators' activities and recommend potential productivity improvements to lower their operating costs (PUC § 99244).

The Commission may form a committee to provide advice on such productivity improvements. The membership of such committee shall consist of representatives from the operator's management and employees and transit users (PUC § 99244).

Transit Operators must make a reasonable effort to implement such recommended improvements. Failure to make a reasonable effort could jeopardize subsequent funding increases (PUC § 99244).

- b. Annual Audit. The Commission shall prepare, by an outside agency, for the operators, an annual certified audit of TDA funds. Audit must be prepared within 180 days of the end of the fiscal year, with a possible extension of 90 days (PUC § 99245). Requests for extension should be submitted in writing to the Commission. RCTC may expand the scope of the audit to include conditions and purposes of funds received from other sources (PUC § 99245.2). Transit Operators may also elect to conduct their own annual audit with prior approval from the Commission.

	<b>Policy Title:</b> Outline of Legal Relationship Between RCTC and Transit Operators	
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- c. Triennial Performance Audit. The Commission must designate an independent entity to make a performance audit of its activities and the transit operators' activities. The performance audit shall evaluate the efficiency, effectiveness and economy of the operators. The purpose of this audit is to evaluate the performance and efficiency of the entire system. RCTC's Performance Audit, when completed, should be submitted to Caltrans' Director of Transportation. The Performance Audit for the transit operators are submitted to RCTC. The specific aspects of the operations which should be audited are provided by statute (PUC § 99246).
- d. Claims for TDA Funds. The Commission is responsible for establishing procedures for TDA funding claims (PUC § 99261, PUC § 99285(b), and CCR § 6630).


## **B. Coordination of Transit**

### **1. Short Range Capital and Service Planning:**

- a. The Commission is responsible for preparing a short range (three to five years) capital and service transportation improvement program. The purpose of the program is to assist the Commission with establishing funding levels. The program should be consistent with the regional transportation plan and should be developed in coordination with the Southern California Association of Governments (SCAG) and the California Department of Transportation (Caltrans) (PUC § 130303 (a) and (b)).
- b. The Commission is responsible for coordinating and approving all public mass transit service within its jurisdiction and between the jurisdictions of other commissions or transit operators (PUC § 130303(c)).
- c. The Commission is responsible for selecting and approving mass transit hardware and technology to be funded by the Transportation Improvement Program (PUC § 130303 (a) and (e)).
- d. The transit operators are charged with carrying out the short-range plan. Deviations from the plan must be reported to the Commission (PUC § 130057).

### **2. Coordination of Services**


- a. The Commission is charged with coordinating the operation of all public transportation services within the County of Riverside with a goal towards promoting program efficiency and is responsible for resolving all jurisdictional disputes between transit operators (PUC § 130250).

	<b>Policy Title:</b> Outline of Legal Relationship Between RCTC and Transit Operators	
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	<b>Administered By:</b> Multimodal Services Department	

- b. The Commission shall “require full cooperation and coordination between the regional operator, the municipal operator and the local transportation zones in such matters as schedules, routes and exchange of transfers” (PUC § 130262).
- c. Transit operators are expected to work collaboratively and coordinate with one another for the overall efficiency of the public transportation system (PUC § 99220(a) and § 99282). This includes but is not limited to: (1) providing services that benefit all the people of the state, including the elderly, the disabled, the youth, and the citizens of limited means; and (2) coordinating services involving fares, transfer privileges, schedules, connections, route design, and bus stops and amenities.

### **3. Transit Needs Public Hearing**

- a. The Commission is required annually to hold a public hearing to determine whether there are any unmet transit needs which can be reasonably met prior to allocating TDA funds for local streets and roads. Transit operators should assist the Commission in evaluating unmet needs (PUC § 99401.5). The Commission must document a finding of no unmet needs before allocating any TDA funds for streets and roads purposes (PUC § 99401.6).
- b. The Commission is required to establish and implement a citizen participation process utilizing the social services transportation advisory council (also known as the Citizens and Specialized Transit Advisory Committee) to solicit the input of transit dependent and transit disadvantaged persons, including the elderly, disabled, and persons of limited means. This process includes at least one public hearing and will be promoted to ensure broad community participation throughout the county and with various means of obtaining public feedback (PUC § 99238.5).

	<b>Policy Title:</b> Short Range Transit Plan Approval and Amendments	
	<b>Policy No:</b> 1-2	<b>Page:</b> 1 of 3
	<b>Effective Date:</b> December 12, 1995	<b>Revised Date:</b> May 14, 2025
	<b>Approved By Commission Action</b>	
	<b>Administered By:</b> Multimodal Services Department	

The Commission will utilize the Short-Range Transit Plan (S RTP) process as the primary means to approve and allocate funding to public transit operators. The S RTP process serves to:

- Fulfill the Commission’s responsibility as set forth in PUC § 130303 for “(b) Development and approval of a short-range three- to five-year transportation improvement program with an annual updated element reflecting all transportation capital and service priorities within the jurisdiction...(c) Coordination and approval of all public mass transit service within the jurisdiction of the commission and between the jurisdiction of the other commissions or transit operators.”
- Be used as the mechanism to fulfill PUC § 99244 requiring that the “transportation planning agency annually identify, analyze, and recommend potential productivity improvements.”
- Serve as a budget management tool for the operators to guide their activities.
- Provide justification for operating and capital assistance for funding allocations approved by the Commission.


The Commission will provide S RTP guidelines for public transit operators within its jurisdiction. The S RTP guidelines is an administrative document to inform the operators of the S RTP process and includes guidance and procedures on the contents, timeline, and deadlines and will be updated by Commission staff annually, or as needed. Updates to the S RTP guidelines will be shared with transit operators at the start of each S RTP cycle in approximately February of each year.

Transit operators are expected to follow the S RTP guidelines to provide Commission staff with adequate time to review draft submittals. The Commission will approve each transit operator’s annual funding request as programmed in the S RTP by June of each year for the following fiscal year beginning July 1<sup>st</sup> unless an extension is approved by the Executive Director or designee.

The S RTP process provides the transit operator discretion on how best to implement their program and make modifications as necessary in accordance with PUC § 130057. In an effort to not “unnecessarily slow or impede the transportation planning and programming process,” as outlined in PUC § 130301, only changes in conditions which require significant changes in local transit operations or capital plans or projects after adoption of the plan will require an amendment to the plan and, if necessary, to the Transportation Improvement Program which RCTC submits to the Southern California Association of Governments (SCAG) for approval.

In accordance with PUC § 130057, transit operators shall notify RCTC in writing, of any material changes particularly related to funding of the adopted S RTP. Subsequent amendments to the S RTP will be approved based on the following types of amendments:


- A. Formal S RTP amendments – are those for which require Commission approval. These amendments include:

	<b>Policy Title:</b> Short Range Transit Plan Approval and Amendments	
	<b>Policy No:</b> 1-2	<b>Page:</b> 2 of 3
	<b>Effective Date:</b> December 12, 1995	<b>Revised Date:</b> May 14, 2025
	<b>Approved By Commission Action</b>	
	<b>Administered By:</b> Multimodal Services Department	


1. Any request requiring a budget amendment. Examples include: 1) an increase of funds for operating or capital revenues administered by the Commission or funding programs where the Commission is responsible for project nominations or allocations such as Local Transportation Funds, State Transit Assistance, Senate Bill 1 State of Good Repair, and Federal Transit Administration formula funds; or 2) a request to move funds from capital to operating.
2. Any service change that significantly departs from the service in the approved SRTP. To the maximum extent possible, major service changes should be evaluated as part of the annual SRTP update and approval process. The process for evaluating and approving significant or major service changes are normally required under the following conditions:
  - A. 25% or more change in revenue miles of existing services per route;
  - B. 15-minute (or more) change in peak hour headways per route;
  - C. Establishment of a new route, exclusive of demonstration services, that will operate for less than six (6) months;
  - D. Change in the days of service operation;
  - E. More than a 10% change in any capital program budget, per federal grant amendment procedures; and
  - F. Any change in scope (intent, purpose) (PUC § 130057) within the plan, such as substitution of one capital program for another.

These conditions are intended to be consistent with guidelines requiring public hearings for operators receiving federal operating assistance. If the operator is a federal recipient and federal guidelines for major service changes are revised, the operator should adhere to federal requirements. Service changes shall be evaluated under this process to ensure that adequate information is presented to the transit agency's government board and the Commission concerning anticipated ridership gains and losses and anticipated costs. It is possible that a service change will meet the conditions above but not require Commission action. The Commission grants the Executive Director, or designee, authority to make the final determination as to whether a service change without a budget amendment requires Commission approval. When Commission approval is required for a service change, the transit operator shall present the proposed service change to the Commission for approval of an SRTP amendment, and after approval, implement the service with the approval of the transit agency's governing board. Other forms or updates to RCTC's database may be required as specified in the Transit Operator Funding Guide.

- B. Administrative SRTP amendments – are those for which approval may be granted by the Executive Director or designee. These amendments include reprogramming of funds without a net increase in

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funding; minor scope changes to service or capital projects; minor service changes to solve operational problems such as schedule adherences; and/or the addition of discretionary funds awarded by other funding entities.

	<b>Policy Title:</b> Allocation of Transportation Development Act, State of Good Repair, and Low Carbon Transit Operations Program Funds	
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The Transportation Development Act (TDA) provides two funding sources: 1) Local Transportation Fund (LTF) and 2) State Transit Assistance fund (STA).

LTF is derived from a quarter-cent of the general sales tax collected in each county. The Commission is the designated transportation planning agency legally responsible for allocating these funds (PUC § 99233) and will follow the LTF prioritization specified in PUC § 99233.1 to § 99233.9 before Article 4 and Article 8 claims. Article 4 claims, which encompasses public transportation expenditures, are required to be prioritized before Article 8 claims. Since 2008, the Commission has not allocated funds to eligible projects under Article 8; however, has the discretion to do so after Article 4 claims are met.

STA is derived from the statewide sales tax on diesel fuel. Statute requires that 50% of STA funds be allocated to the transportation planning agencies such as RCTC according to population (PUC § 99313) and 50% be allocated to transit operators according to operator revenues from the prior fiscal year (PUC § 99314).


Pursuant to PUC § 99261, the Commission may adopt supplemental rules and regulations to those under TDA. The Commission exercises this authority to allocate funds for the following programs, effective fiscal year 2025/26:

### **1. Local Transportation Funds - Article 4 Public Transit**

- a. The available annual apportionment for Article 4 LTF will be geographically distributed into three subregions (Western County, Coachella Valley, and Palo Verde Valley) based on population data provided by the California Department of Finance.
  - i. In the Palo Verde Valley, 100% is to be apportioned for the public bus operator.
  - ii. In the Coachella Valley, 100% is to be apportioned for the public bus operator.
  - iii. In Western County, 72% is to be apportioned for the public bus operators and 28% for commuter rail.

### **2. State Transit Assistance Funds**

- a. For PUC § 99313 funds where the Commission is identified as the recipient, funds will be geographically distributed into three subregions (Western County, Coachella Valley, and Palo Verde Valley) based on population data provided by the California Department of Finance.
  - i. In the Palo Verde Valley, 100% is to be apportioned for the public bus operator.

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- ii. In the Coachella Valley, 90% is to be apportioned for the public bus operator and 10% is to be apportioned for the Coachella Valley Passenger Rail Project pursuant to Resolution No. 13-001 (see Appendix A) and Memorandum of Understanding No. 14-25-034 (see Appendix B) with the Coachella Valley Association of Governments.
  - iii. In Western County, 72% is to be apportioned for the public bus operators and 28% to rail.
- b. PUC § 99314 funds are apportioned to transit operators based on total qualifying revenue of all STA-eligible operators in the state as published by the State Controller's Office (SCO).

### Prioritization of Funds

LTF and STA funds are the primary sources for transit operations and capital expenditures. Although both fund programs are eligible for operating and capital, the Commission shall prioritize the use of LTF for operating expenditures and STA for capital projects as LTF has historically shown to be more stable during economic downturns. LTF and STA are expected to be utilized to leverage discretionary funds from state and federal programs.

Unallocated LTF and STA revenues and fund balances will also be prioritized for operating and capital expenditures, respectively. The Commission can utilize its discretion to approve and allocate these funds to other eligible LTF and STA projects as necessary (PUC § 99233 and § 99261).


### State of Good Repair and Low Carbon Transit Operations Program Funds

Other state funds such as Senate Bill 1 State of Good Repair (SGR) and the Low Carbon Transit Operations Program (LCTOP) are distributed to recipients under the STA program formula, PUC § 99313 and § 99314. The Commission will allocate these funds to eligible recipients as follows:

1. For PUC § 99313 funds where the Commission is identified as the recipient, funds will be allocated based on local needs as requested by the transit operators.
2. PUC § 99314 funds are allocated directly to transit operators based on formula amounts published by the SCO. Should a transit operator opt out of their share of PUC § 99314 funds, the Commission will coordinate the reallocation of funds to another transit operator in the county in accordance with program guidelines.


SGR and LCTOP funds have specific guidelines requiring that the full apportionments be programmed annually, which the Commission will follow.



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### Other One-Time Formula State Funds

One-time formula state funds such as, but not limited to, Senate Bill 125 and other potential emergency or relief programs, are excluded from this policy and will be assessed based on the intent of the legislation and priorities of the Commission.

	<b>Policy Title:</b> State Transit Assistance Use for Operating	
	<b>Policy No:</b> 2-2	<b>Page:</b> 1 of 2
	<b>Effective Date:</b> November 10, 2010	<b>Revised Date:</b> May 14, 2025
	<b>Approved By Commission Action</b>	
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The Transportation Development Act (TDA) allows for State Transit Assistance (STA) funds to be utilized for operating and capital projects, along with Local Transportation Funds (LTF). STA funds are generated from the statewide sales tax on motor vehicle fuel on diesel. The STA funds are appropriated to the State Controller for allocation by formula to each regional transportation planning agency (RTPA) such as RCTC. The formula allocates 50 percent of the funds on the basis of the county's population compared to the state's population (PUC § 99313). The remaining 50 percent is allocated according to the prior year proportion of the county's transit operator passenger fare and local support revenues (PUC § 99314 Funds).

To utilize STA funds for operating purposes, an operator must meet either of the efficiency standards pursuant to PUC § 99314.6. The qualifying criteria is as follows:


**Efficiency Standard 1:** An operator's total operating cost per revenue vehicle hour for the most recent audited fiscal year must not exceed the prior year's total operating cost per revenue vehicle hour by a percentage greater than the percentage change in the Consumer Price Index (CPI) for the same period.

**Efficiency Standard 2:** An operator's average total operating cost per revenue vehicle hour for the three most recent audited fiscal years must not exceed the average total operating cost per revenue vehicle hour for the three years prior to the latest year by a percentage greater than the average percentage change in the CPI for the same period.

Senate Bill 508 (SB 508) was passed in October 2015, modifying the regulations surrounding the efficiency test outcomes, and qualifies an operator to be eligible for STA operating funds even if the operator fails to meet either efficiency standard. Under SB 508, the qualification is based on a sliding scale rather than a pass/fail proposition so that an operator may still receive less than 100 percent of STA for operations and the balance of funds for capital when the efficiency standard is not met. For example, if an operator fails to meet both efficiency standards for operating cost per hour by 10 percent each, the operator is eligible to receive 90 percent of STA for operations, and 10 percent for capital. The change in state law was intended to provide funding relief to the operators considering ridership and farebox issues from economic circumstances.


The Commission's policy is to allow the use of STA funds for operating under these conditions with the expectation that LTF will continue to be the primary source for operating expenses and every effort to utilize other revenue sources such as federal formula funds for capital and operating expenditures will be made.

Per PUC § 99234.9 and 99313.7, the Commission can also file claims for rail passenger service operation and capital improvement expenditures, including construction and maintenance of intermodal

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transportation facilities. This will be exercised for Commission-owned stations and operations, and right of way maintenance of rail properties when necessary. The Commission will also file claims to plan, develop, and implement the Coachella Valley Rail Project.

The Commission will consider and evaluate this policy closely as economic conditions change to make modifications as needed. Historically, STA funds have been more volatile with economic conditions, hence the reason in November 2010, the Commission approved a policy to limit the use of STA funds for capital expenditures and operating purposes only under emergency circumstances. This policy proved to benefit the transit operators throughout the county as they were not reliant on STA for operating in economic downturns like the recession that began in 2009. This policy was relaxed in 2019 given the stability of STA and the increased funding from SB 1, the Road Repair and Accountability Act, and more funding opportunities for capital projects from federal sources.

	<b>Policy Title:</b> Allocation of Federal Transit Administration Formula Funds	
	<b>Policy No:</b> 3-1	<b>Page:</b> 1 of 2
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Upon congressional approval of the federal budget, federal formula transit funds are provided to designated recipients for suballocation or allocations for services by urbanized area (UZA). A UZA is defined by population and identified by the United States Census Bureau. A small UZA has a population greater than 50,000 but less than 200,000 people and areas with a population of 200,000 are designated as a large UZA. Rural areas are considered non-urban and have a population of less than 50,000 people. In Riverside County, there are three large UZAs (Riverside-San Bernardino UZA, Murrieta-Temecula-Menifee UZA, and Indio-Cathedral City UZA) and one small UZA (Hemet-San Jacinto UZA).

The Southern California Association of Governments (SCAG) is the metropolitan planning organization and the federally designated recipient of all Federal Transit Administration (FTA) funds in large UZAs for the counties of Los Angeles, Orange, Ventura, Riverside, San Bernardino, and Imperial. As such, SCAG is responsible for developing the Regional Transportation Plan pursuant to state legislation under PUC § 130004 and California Government Code § 29532, and federal legislation pursuant to Title 23 and 49. SCAG is also responsible for developing and preparing the Federal Transportation Improvement Program (FTIP), which also involves air quality analysis and public participation process pursuant to state and federal law.

In accordance with 23 Code of Federal Regulations 450.314, SCAG is required to enter into an agreement with public transit agencies to specify the cooperative procedures for carrying out the metropolitan transportation planning and programming processes. Due to the structure for accomplishing transportation planning and programming in Southern California, RCTC, acting as the regional transportation planning agency and county transportation commission (CTC), is party to carrying out planning and programming responsibilities.

SCAG delegates federal transit allocations to the CTCs. The Commission and transit operators signed Memorandum of Understanding (MOU) No. 07-65-111-00 (see Appendix B) with SCAG in 2007 and a subsequent update in 2018 with MOU No. 18-26-080-00 (see Appendix B) to program all Title 23 and 49 funds into the FTIP from Commission-approved Short Range Transit Plans. MOU No. 07-65-111-00 acknowledges the role of the CTCs within the SCAG region for countywide planning and programming and was supplemented by MOU No. 18-26-080-00 pursuant to the Final Rule for Transit Asset Management issued by FTA in July 2016 and to reflect requirements under the Moving Ahead for Program in the 21<sup>st</sup> Century (MAP-21) and Fixing America's Surface Transportation (FAST Act) related to performance-based planning, as well as the FTIP public participation process related to the requirements for FTA Sections 5307 program of projects. As reflected in MOU No. 07-65-111-00, the Commission is charged with recommending and approving all projects within Riverside County utilizing federal and state highway and transit funds and is responsible for transportation programming and short-range planning within its jurisdiction.

The Commission will allocate large UZA FTA formula funds by program, as follows:

	<b>Policy Title:</b> Allocation of Federal Transit Administration Formula Funds	
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#### *Section 5307 Urbanized Area Formula Funding Program*

Urbanized Area	Percent by Mode	Allocation Basis
Riverside-San Bernardino	66.71% to bus 33.29% to rail	To eligible recipients, based on local needs
Murrieta-Temecula-Meniffee	100% to bus	To eligible recipients, based on local needs
Indo-Cathedral City	100% to bus	To eligible recipients, based on local needs
Hemet-San Jacinto	100% to bus	To eligible recipients, based on local needs

#### *Section 5337 State of Good Repair Grants (Fixed Guideways)*


Urbanized Area	Percent by Mode	Allocation Basis
Riverside-San Bernardino	100% to rail	To eligible recipients, based on local needs

#### *Section 5339 State of Good Repair (Bus and Bus Facilities)*

Urbanized Area	Percent by Mode	Allocation Basis
Riverside-San Bernardino	100% to bus	To eligible recipients, based on local needs
Murrieta-Temecula-Meniffee	100% to bus	To eligible recipients, based on local needs
Indo-Cathedral City	100% to bus	To eligible recipients, based on local needs
Hemet-San Jacinto	100% to bus	To eligible recipients, based on local needs

To ensure that all federal funds designated for Riverside County are obligated in a timely manner and do not lapse, the Commission will make every effort to allocate federal formula funds to an eligible project regardless of mode share percentage. Other special appropriations or one-time federal formula programs such as, but not limited to, the Coronavirus Aid, Relief, and Economic Security Act and other potential emergency or relief funds, are excluded from this policy and will be assessed based on the intent of the legislation and priorities of the Commission.

The California Department of Transportation (Caltrans) is the federally designated recipient of all FTA funds in rural and small UZAs throughout the state. There are two rural and small urban formula programs: Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program and Section 5311 Formula Grants for Rural Areas. Caltrans administers Section 5310 funds directly with a call for projects and seeks RCTC's concurrence that projects are consistent with the adopted needs of the region. Caltrans allows the Commission to determine the distribution of Section 5311 funds. The Commission will allocate Section 5311 funds as follows: Palo Verde Valley – 20 percent to the public bus operator (Palo Verde Valley Transit Agency); Coachella Valley – 30 percent to the Consolidated Transportation Services Agency (SunLine Transit Agency); and Western Riverside County – 50 percent to the Consolidated Transportation Services Agency (Riverside Transit Agency).

	<b>Policy Title:</b> Allocation of Measure A Public Transit Funds	
	<b>Policy No:</b> 4-1	<b>Page:</b> 1 of 1
	<b>Effective Date:</b> July 1, 2008	<b>Revised Date:</b>
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On November 8, 1988, the Commission was empowered by the voters of the County, under Ordinance No. 88-1 (1989 Measure A), to collect a half-cent sales tax for the purpose of improving the transportation system of the County. Measure A was enacted, in part, pursuant to the provisions of Division 25 (commencing with § 240000) of the California PUC § 7252.22 of the Revenue and Taxation Code.

On November 12, 2002, Riverside County's voters approved a 30-year renewal of Measure A under Ordinance No. 02-001 (2009 Measure A). The voter action ensured the replacement of the 1989 Measure A program when it expired in 2009 with a new 30-year program that continues funding transportation improvements until June 2039. The 2009 Measure A Expenditure Plan as found in Ordinance No. 02-001 (see Appendix C) included provisions for the distribution of public transit funds in Western County and the Coachella Valley. In Palo Verde Valley, Measure A funds were only provided to local streets and roads. The adopted Expenditure Plan includes the following for public transit activities:

- In Western County, an estimated \$390 million, or about 12 percent is to be used for the following programs:
  - Discount Fares and Transit Services for Seniors and Disabled Persons (minimum of \$85 million);
  - Commuter Rail and Intercity Bus Service (minimum of \$255 million); and
  - Commuter Services, Ridesharing, Vanpools, Buspools, and Park-N-Rides (minimum of \$50 million).
- In the Coachella Valley, 15 percent of Measure A funds is intended for SunLine Transit Agency to be used for three categories:
  - Discount Fares and Expanded Transportation Services for Seniors and Persons with Disabilities;
  - Specialized Transportation Services; and
  - Bus Replacement and More Frequent Service.

In June 2008, the Commission further refined these formulas for Western County with the following:

- For the Commuter Rail and Intercity Bus Service Program (minimum of \$255 million), 80 percent is allocated to Commuter Rail and 20 percent is allocated to public bus operators for intercity express bus service that feeds Metrolink and provides a reasonable alternative to the automobile; and
- For the Discount Fares and Transit Services for Seniors and Disabled Persons Program (minimum of \$85 million), 25 percent would go to the Riverside Transit Agency as the Consolidated Transportation Service Agency and 75 percent would go to the Measure A Specialized Transit Program. The Commission holds a competitive call for projects every three years for the Specialized Transit Program and adopts guidelines for the program accordingly.

	<b>Policy Title:</b> Blended Farebox Requirements	
	<b>Policy No:</b> 5-1	<b>Page:</b> 1 of 4
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The Transportation Development Act (TDA) requires transit operators to maintain a farebox recovery ratio of 10 percent for fixed-route services in non-urbanized areas and 20 percent in urbanized areas (CCR § 6633.2, PUC § 99268.2, § 99268.3, and § 99268.4). For transit operators that provide exclusive services to the elderly and disabled persons, a farebox recovery ratio of 10 percent is required (PUC § 99268.5). For transit operators that serve both urbanized and non-urbanized areas, an intermediate (blended) farebox recovery ratio may be applied (PUC § 99270.1). Table 1 summarizes the farebox recovery requirements by operator in Riverside County.

**Table 1. Farebox Recovery Requirements by Operator**

<b>Operator</b>	<b>Farebox Recovery Requirement</b>
City of Banning	Blended farebox ratio for fixed routes 10% for exclusive senior and disabled demand response
City of Beaumont	Blended farebox ratio for fixed routes 10% for exclusive senior and disabled demand response
City of Corona	20% for fixed routes (100% in urbanized area) 10% for exclusive senior and disabled demand response
City of Riverside	10% for exclusive senior and disabled demand response
Palo Verde Valley Transit Agency	10% for fixed routes (100% in non-urbanized area) 10% for exclusive senior and disabled demand response
Riverside Transit Agency	Blended farebox ratio for fixed routes 10% for exclusive senior and disabled demand response
SunLine Transit Agency	Blended farebox ratio for fixed routes 10% for exclusive senior and disabled demand response

Since the Commission last revised the blended farebox recovery policy in 2008, legislative changes have taken place. During the onset and continuation of COVID-19, the state legislature enacted waivers to TDA to assist transit operators in maintaining service levels without any financial penalties associated with not meeting the required farebox recovery ratios. These include Assembly Bill (AB) 90, AB 149, and Senate Bill (SB) 125. AB 149 provided permanent changes to TDA which directly impacts farebox recovery ratio, auditing, and triennial performance audits for transit operators. AB 149 expanded the exclusions from operating expenses under PUC § 99268.17, updated PUC § 99268.19 to include a larger definition of local funds and provided an evaluation of streamlining triennial performance audits under PUC § 99268.20.

In turn, AB 90 and SB 125 provide temporary relief from farebox recovery ratios, by providing relief from financial penalties for not meeting required ratios and by removing requirements in meeting State Transit Assistance efficiency standards for operating assistance until FY 2025/26.

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## I. Farebox Recovery Ratio Calculation

The farebox recovery ratio is the percentage of passenger fares received to operating costs, as depicted in the formula below:

$$\text{Farebox Recovery} = \frac{\text{Passenger Fare Revenues}}{\text{Operating Costs}}$$


The Commission will utilize the following definitions for the farebox recovery ratio calculation:

- A) *Operating Costs* – This refers to all costs in the operating expense object classes exclusive of the costs in the depreciation and amortization expense object class of the uniform system of accounts and records adopted by the Controller pursuant to PUC § 99243. Operating cost excludes all subsidies for commuter rail services operated on railroad lines under the jurisdiction of the Federal Railroad Administration, all direct costs for providing charter services, all vehicle lease costs, and principal and interest payments on capital projects funded with certificates of participation (PUC § 99247(a)).
- B) *Capital-Related Expenses Considered as Operating Costs* - Capital-related expenses below capitalization thresholds meet this definition of operating costs. The Federal Transit Administration defines operating expenses to be consumable items with a useful life of less than one year and an acquisition cost which equals the lesser of \$5,000 or the capitalization level established by the transit operator.
- C) *Passenger Fare Revenues and Local Funds* – These fund types consist of all revenues which can be classified as passenger fare revenues for transit services, special transit fares, and school bus service revenues (CC&R § 6611.2), all revenues in the following revenue account classes of the uniform system of accounts and records adopted by the State Controller pursuant to PUC § 99243 (CC&R § 6611.3), and federal funds for operating assistance and calculating all free and reduced transit fares at their current full retail value. This effectively includes all nonstate grant funds that operators may include into the farebox recovery ratios (CC&R § 6633.2(g) and CC&R § 6634(a)(2)), AB 149 PUC § 99268.19).

## II. Blended Farebox Recovery Ratio Calculation

In Riverside County, transit operators may serve both urbanized and non-urbanized areas. PUC § 99270.1 requires that the transportation planning agency such as RCTC adopt rules and regulations to determine what portions of the public transportation services of an operator are urbanized and non-urbanized for



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calculation of a “blended” farebox recovery ratio. The Commission is required to submit these rules and regulations to Caltrans by April 1<sup>st</sup> prior to the effective fiscal year (CCR § 6645).

The transit operators, under PUC § 99268.3 and § 99268.4, are responsible for calculating the blended farebox ratio and providing the ratio calculation to the Commission for approval during the Short-Range Transit Plan (SRTP) process.

The Commission will require that the following calculation methodology and rules and regulations be applied for a blended farebox recovery ratio:

$$\text{BFR} = \frac{(.1 \text{ CnUZA} + .2 \text{ CUZA})}{(\text{CnUZA} + \text{CUZA})}$$

BFR = Blended Farebox Recovery Ratio

CnUZA = Operating Costs of fixed-route and general public demand response services in non-urbanized areas

CUZA = Operating Costs of fixed-route and general public demand response services in urbanized areas


The transit operators should apply the definitions above for farebox recovery ratio calculation with the following rules:

- For the purpose of this calculation, the operating cost in the urbanized areas shall include the cost of fixed-route lines, groups of fixed-route lines, and general public demand responsive services operating entirely within an urbanized area. The operating cost in the non-urbanized area shall include the cost of fixed route lines, groups of fixed route lines, and general public demand response services operating entirely within a non-urbanized area.
- For fixed-route lines operating partly within an urbanized area and partly within a non-urbanized area, the cost shall be apportioned to the urbanized area costs and non-urbanized area costs in proportion to the route miles in the urbanized area and the route miles in the non-urbanized area.

Upon submittal of the ratio calculation by a transit operator, the Commission will review and adopt the blended farebox ratios by June 30<sup>th</sup> each year. Once approved by the Commission, the fare ratio cannot be changed for the year.

### **Applicability of Ratio**

These ratios apply only to routes or services that have been operational for more than the year of implementation and the two preceding full fiscal years. Extension of services are exempt from farebox

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recovery ratio calculations during the year the service was implemented and the subsequent two fiscal years (PUC § 99268.8). Per PUC § 99268.8, extension of services includes additions of geographical areas or route miles, or improvements in service frequency or hours of service greater than 25 percent of the route total, or the addition of new days of service, and for transit service claimants also includes the addition of a new type of service.

### **Transit Operators Exclusion and Exemption Determination**


It is the transit operator's choice to exempt (exclude) or non-exempt (include) costs and revenues for the extension of services in the non-urbanized (10 percent), urbanized (20 percent) or blended farebox ratio calculation on an annual basis for the initial year of implementation of an extension of service and proceeding two full fiscal years during the SRTP development process. The transit operator has the choice to confirm or change the designation (exempt, non-exempt) by September 30<sup>th</sup> following the close of the fiscal year based on the productivity of the extension of service. The choice to exempt (exclude) or non-exempt (include) an extension of service can be done annually during the exemption period as previously described. Any inclusion or exclusions should be reflected in the farebox calculation in the annual State Controller's Report, as well as in the annual Fiscal and Compliance Audit, the Commission's database system, and also corresponding to the exemption year of services (CCR § 6633.8).

### **Non-Compliance with Required Ratios**

Under CCR § 6633.9, if a transit operator fails to meet the required fare revenue to operating cost ratio for a fiscal year their eligibility for LTF funds will be affected as follows:

- First Year (Grace Year): No change in eligibility.
- Second Year (Determination Year): Eligibility remains unchanged, but an audit will determine the difference between the required or target blended farebox recovery ratio and actual or final blended farebox recovery ratio.
- Fourth Year (Penalty Year): Eligibility for LTF funds will be reduced by the difference between the required and actual fare revenues. Additionally, operators must demonstrate how it will achieve the required ratio during any penalty year.

Additionally, if an operator is struggling to meet farebox recovery ratio and is also unable to make reasonable efforts to implement recommended improvements to improve services, the Commission will not approve allocations in the next year greater than the current year (PUC § 99244).

	<b>Policy Title:</b> Reserve Policy for Transportation Development Act Funds and Measure ‘A’ Public Transit	
	<b>Policy No:</b> 5-2	<b>Page:</b> 1 of 2
	<b>Effective Date:</b> January 12, 2005	<b>Revised Date:</b> May 14, 2025
	<b>Approved By Commission Action</b>	
	<b>Administered By:</b> Finance Department and Multimodal Services Department	

The Commission has financial oversight responsibilities for state and local funding sources that pass through the Commission to the transit operators. Transit operators in Riverside County rely on the Commission to provide these sources of funds through the development and approval of the Short-Range Transit Plan (S RTP) process. In accordance with best practices and financial objectives, reserve policies are established to cover unforeseen circumstances in the economy. The Commission exercises this ability under PUC § 99261 which allows for additional policies to be established in evaluating funding requests.

The purpose of a reserve policy is to address operating costs outpacing current year revenue and cash flow issues due to non-receipt of federal funding.

In January 2005, the Commission approved a 10 percent reserve policy for Local Transportation Funds (LTF). This policy is revised to include State Transit Assistance (STA) and Measure ‘A’ Public Transit funds, as follows:

**A. Local Transportation Funds (LTF)**

1. Continue transit operators’ LTF reserve policy of 10 percent for Coachella Valley and Palo Verde Valley apportionment areas; and
2. Continue transit operators’ LTF reserve policy of 10 percent for each of the transit operators (public bus and commuter rail) in western Riverside County apportionment area.

**B. Regional State Transit Assistance (STA) Funds (PUC § 99313 funds)**

1. Establish a reserve policy of 10 percent for each of the subregions.

**C. 2009 Measure A Public Transit Funds**

1. Establish a reserve policy of 10 percent for the following public transit programs: Western County Rail, Western County Intercity Bus, Western County Specialized Transit, and Coachella Valley Bus.


In addition to established reserves for these funds, the Commission recommends that each operator has its own reserve fund policy.

This policy excludes Senate Bill 1 State of Good Repair, Senate Bill 125 and Low Carbon Transit Operations Program as those programs have specific requirements requiring that the full apportionments be programmed annually.

***Process to Calculate 10% Reserve***

**Local Transportation Fund**

The amount of the required reserve for each fiscal year will be calculated as 10 percent of the apportionment balance after deductions for administration, planning, and SB 821 program funding. The unallocated reserve balance of 10 percent will be set aside before allocation to the three apportionment

	<b>Policy Title:</b> Reserve Policy for Transportation Development Act Funds and Measure 'A' Public Transit	
	<b>Policy No:</b> 5-2	<b>Page:</b> 2 of 2
	<b>Effective Date:</b> January 12, 2005	<b>Revised Date:</b> May 14, 2025
	<b>Approved By Commission Action</b>	
	<b>Administered By:</b> Finance Department and Multimodal Services Department	

areas based on population. For Western Riverside County, the unallocated reserve is further calculated based on the Commission's approved bus/rail split and the bus operators' current year proportional allocation.

#### State Transit Assistance

The amount of the required reserve for each fiscal year will be calculated as 10 percent of the PUC § 99313 available apportionment. The unallocated reserve balance of 10 percent will be set aside before allocation to the three apportionment areas.


#### Measure 'A' Public Transit Funds

The amount of the required reserve for each fiscal year will be calculated as 10 percent for the following Measure 'A' programs: Western County Rail, Western County Intercity Bus, and Coachella Valley Transit. The unallocated reserve balance of 10 percent will be set aside before allocation to the three apportionment areas.

#### ***Process to Access Unallocated Reserve Funds***

Transit operators may access reserve funds in the current year by amending their SRTP through the established amendment process. Each request will be considered based on its own merit, and as a result, provide flexibility to the operators. All requests will be presented to the Commission for review. Reserves should be restricted to maintain current service levels in the event of a revenue shortfall or unforeseen emergency and should not be for service enhancements.

The unallocated reserve funds will be available the following fiscal year.

	<b>Policy Title:</b> Claims Submission and Disbursement of Transit Funds	
	<b>Policy No:</b> 5-3	<b>Page:</b> 1 of 3
	<b>Effective Date:</b> February 13, 2002	<b>Revised Date:</b> May 14, 2025
	<b>Approved By Commission Action</b>	
	<b>Administered By:</b> Finance and Multimodal Services Department	

In accordance with PUC § 99261, 99285, and 99401, the Commission has an adopted process for the submission of claims. Claims for funds administered by the Commission, including Local Transportation Funds (LTF), State Transit Assistance funds (STA), Senate Bill 1 State of Good Repair (SGR), and Measure ‘A’ Public Transit funds may be claimed subsequent to approval of the allocation by the Commission. The allocation of funds will be based on the transit services and capital projects specified in an approved Short-Range Transit Plan (SRTP). It is the transit operator’s responsibility to notify the Commission of any changes in project funding that affect the allocations made by the Commission (e.g., alternative revenue source for local match). Funds allocated are disbursed to transit operators upon receipt of an approved claim form package and appropriate invoices.

In February 2002, the Commission approved a policy for 90 percent of operating funds to be disbursed between July through May (two-twelfths in July and the remaining equally over the next ten months) and the remaining 10 percent in June; and capital funds to be disbursed on an “as needed” basis. The policy for operating funds was later amended in January 2005 to allow 100 percent of the funds, after the reserve amount, to be disbursed between July through June.

This policy is revised based on transit operator feedback for enhanced flexibility of LTF operating funds for cashflow purposes and updated to reflect the current fund programs under the Commission’s purview for disbursement.


#### A. Operating Funds

##### 1. Local Transportation Funds

- Allocated LTF funds will be disbursed to the operators as follows:
  - Two-twelfths of the allocation will be disbursed in July with the remainder disbursed evenly over the next 11 months.
  - Transit operators may request up to 50 percent of the allocation in one upfront payment contingent upon sufficient LTF fund balance and a cash flow analysis provided by the transit operator and approved by RCTC’s Chief Financial Officer (CFO) or designee. The remaining LTF funds shall be disbursed on a modified payment plan over the course of the fiscal year.

##### 2. STA funds

- Allocated STA operating funds pursuant to Senate Bill 508 and PUC § 99313 and 99314 will be disbursed to the operators as follows:
  - For operators with an annual operating STA allocation of \$500,000 or less, STA operating funds may be disbursed as a one-time lump sum payment or on a monthly basis, contingent upon sufficient fund balance and a cash flow

	<b>Policy Title:</b> Claims Submission and Disbursement of Transit Funds	
	<b>Policy No:</b> 5-3	<b>Page:</b> 2 of 3
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analysis provided by the transit operator and approved by RCTC's CFO or designee.

- For operators with an annual STA allocation greater than \$500,000, STA operating funds will be disbursed on a quarterly basis, contingent upon sufficient fund balance and a cash flow analysis provided by the transit operator and approved by RCTC's CFO or designee.

### 3. 2009 Measure A Public Transit Funds

- Allocated 2009 Measure A Public Transit Funds for the Coachella Valley and the Western County Intercity Bus Programs will be disbursed to the operators contingent upon available fund balance as follows:
  - Measure A funds for public transit will be paid monthly from each public transit operator's annual allocation based on a cash flow analysis performed by RCTC.
  - All Operators are to submit invoices to the Commission for payment.
- Awarded 2009 Measure Specialized Transit Program funds will be disbursed to the awardees on a reimbursement basis upon the submittal and approval of the proper invoices.

### 4. State of Good Repair (SGR) Funds


- Allocated SGR operating funds pursuant to Senate Bill 1 and PUC § 99313 and 99314 will be disbursed to the operators contingent upon available fund balance as follows:
  - SGR Funds will be paid quarterly from each public transit operator's annual allocation based on a cash flow analysis performed by RCTC.
  - All operators are to submit invoices to the Commission for payment.

## B. Capital Funds

1. All capital funds are disbursed on a reimbursement basis. Public and specialized transit operators can request advance payments with written communication to Commission staff and with the submission of an approved purchase order or contract amount. It is expected that the transit operator spend capital funds immediately after receipt.

## Timely Use of Funds


California Code of Regulations (CCR) § 6648 specifies that any monies allocated and reserved for LTF and not authorized for payment within three years after the date of allocation may be rescinded by the Commission with written notification of at least 30 days. This regulation generally refers to capital projects as operating funds are claimed and utilized immediately for the current year of expenditures. The Commission applies this rule to other formula programs under its purview to ensure the timely use of funds and promote overall program efficiency. As such, the Commission reserves the right to modify

	<b>Policy Title:</b> Claims Submission and Disbursement of Transit Funds	
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or rescind any allocated funds under its purview, if the monies are not used in a timely manner after allocation.

### **Deferred and Unearned Revenues**


CCR § 6634 and 6649 specifies that the Commission shall not authorize the payment of monies from LTF or STA in an amount that exceeds its actual operating or project cost during the fiscal year for which an allocation is made and will recover the excess amount to the appropriate fund. The excess amount for each fund is identified in the transit operator's annual fiscal audit. CCR § 6649 requires that the Commission recover the excess funds in either of two ways: demand repayment for excess funds or deduct excess revenues from following fiscal year allocations. The Commission applies this rule to other formula programs under its purview to promote overall program efficiency.

	<b>Policy Title:</b> Emissions Standards Requirement for Transit Buses	
	<b>Policy No:</b> 6-1	<b>Page:</b> 1 of 1
	<b>Effective Date:</b> October 11, 2000	<b>Revised Date:</b>
	<b>Approved By Commission Action</b>	
	<b>Administered By:</b> Multimodal Services Department	

On March 27, 2000, an Alternative Fuels Ad Hoc Committee was formed to review, assess, and determine a course of action regarding the use of diesel and alternative fuels by the various public transit operators in Riverside County. Over a series of three meetings, the Committee reviewed the issues and sought a cross section of input by various stakeholders including transit operators, regulators, researchers, and advocates.

Resolution No. 00-018, *Emissions Standard Requirement for the Acquisition of Urban Transit Buses with Federal, State or Local Funds*, was approved on October 11, 2000 (see Appendix A), and sets emissions standards to be met by all transit operators in Riverside County, requiring that all full-size urban public transit buses purchased or leased meet the urban bus optimal, reduced-emissions standards set by the California Air Resources Board.



	<b>Policy Title:</b> Justification for Capital Projects	
	<b>Policy No:</b> 6-2	<b>Page:</b> 1 of 2
	<b>Effective Date:</b> January 13, 1993	<b>Revised Date:</b> May 14, 2025
	<b>Approved By Commission Action</b>	
	<b>Administered By:</b> Multimodal Services Department	

As part of the Commission’s oversight requirements to ensure that projects are consistent with the regional transportation plan and funding is allocated to improve the efficiency of the public transportation system, the Commission will require that transit operators justify the capital projects identified in the transit operator’s Short Range Transit Plan (SRTP).

The justification for projects must be linked to a problem need or regulatory requirement identified in the SRTP. When possible, the transit operator will provide the RCTC information as it is to be presented to the Federal Transit Administration (FTA), in conformance with their guidelines. In other cases, when FTA funding is not anticipated, the operator will be required to provide justification that is consistent with industry standards, measurements and reporting. Standard industry practice, as discussed by professional groups such as the American Public Transportation Association, will include analysis such as life-cycle casting, cost-benefit analysis, financial capacity for operation of the equipment or facility (as shown in the Federal Transportation Improvement Program (FTIP) and FTA submittals) and requirement of capital project(s) to achieve FTA compliance with regulatory requirements.


All projects included in the annual element of the FTIP must be justified in the plan.

**A. Projects to Expand Bus Fleets or Operating, Maintenance and Administrative Facilities:**

1. Projects to expand bus fleets or facilities will be evaluated on a case-by-case basis. The plan must explain the basis for expansion of services or facilities and be based on standard industry and planning practices and FTA guidelines. Overcrowding, increased demand, consistency with long-range plans and new facilities such as shopping centers or housing tracts must be identified to justify expansions. Transfer centers and transit center projects will be based on a strategy to improve service efficiency and/or effectiveness. This plan will also reference original design criteria and capacity when appropriate.
2. It is anticipated that expansion projects will be the subject of analysis, either in the SRTP or in a separate study consistent with FTA guidelines and standard industry practice.

**B. Projects to Replace Revenue or Non-Revenue Vehicles or Facilities:**

1. Replacement of vehicles must be based on an established replacement standard of vehicle age, condition, or mileage consistent with FTA guidelines. Unless public safety concerns dictate otherwise, the SRTP shall not utilize a replacement schedule that would require replacement earlier than would be required under schedules established by the FTA.
2. Rehabilitation of revenue vehicles instead of replacement should be considered.
3. Replacement of maintenance, operating and administrative facilities shall be based on extensive analysis, either in the plan or in a separate study consistent with FTA guidelines.

	<b>Policy Title:</b> Justification for Capital Projects	
	<b>Policy No:</b> 6-2	<b>Page:</b> 2 of 2
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	<b>Approved By Commission Action</b>	
	<b>Administered By:</b> Multimodal Services Department	


C. Bus-Related Equipment:

1. Equipment for revenue such as radios, head signs, and fareboxes must be related to the vehicles involved. Equipment for new vehicles should be directly related to their purchase. Equipment for vehicles already in service must be justified on the basis of improved operation or replacement of equipment which is no longer useful or cost beneficial to operate.

D. Support Equipment:

1. Support equipment, such as maintenance equipment, support vehicles, office equipment, communications, and computer equipment should be identified separately and justified.
2. Each item, or group of items, should be justified on the basis of improved efficiency, decreased operating costs, maintenance or service standards, replacement cycle, or other relevant concern. Because the items in this category vary greatly in cost, the level of justification may vary accordingly. Appropriate justification may range from citation of equipment age and condition and repeat cycle to an explanation of the role of this equipment in a larger project.

Status updates and monitoring of the capital projects are required to be reported as described in the procedures of the Transit Operator Funding Guide.

	<b>Policy Title:</b> Fixed Guideway Development and Implementation	
	<b>Policy No:</b> 6-3	<b>Page:</b> 1 of 1
	<b>Effective Date:</b> May 14, 2025	<b>Revised Date:</b>
	<b>Approved By Commission Action</b>	
	<b>Administered By:</b> Multimodal Services Department and Project Delivery	

The Commission is responsible for approving all plans for the design, construction, and implementation of fixed guideway systems or projects throughout Riverside County (County) in conformity with the adopted regional transportation plan (PUC § 130252(a)). The Commission is also responsible for designating the operator of any approved transit guideway system (PUC § 130254).

In January 2016, the Commission completed the Riverside County Strategic Assessment to assist the Commission in re-examining the County’s needs for transportation investments in the context of (1) the Measure A Expenditure Plan and other transportation-related policies, (2) changing economic and demographic trends in Riverside County, (3) evolving state and federal transportation policies, (4) revenue realities, and (5) desires of the public and stakeholders. The objective of the Strategic Assessment was to produce findings and provide strategic recommendations on actions the Commission can take to proactively prepare for the County’s future. Various strategic actions were recommended, including the adoption of a policy asserting that the Commission would continue assuming the leadership role in the development of all fixed guideway projects seeking state or federal discretionary grants within the County.

Resolution No. 25-001, *Policy to act as Lead Agency Pursuant to the California Environmental Quality Act for Fixed Guideway Projects Seeking State or Federal Discretionary Grants*, was adopted on May 14, 2025 (see Appendix A), outlining the Commission’s intent to be the lead agency for all fixed guideway projects in Riverside County.

## **APPENDIX A:**

### **RESOLUTIONS**

No. 00-018 – Emissions Standard Requirement for the Acquisition of Urban Transit Buses with Federal, State or Local Funds

No. 13-042 – Support to Establish Daily Intercity Rail Service from Los Angeles to the Coachella Valley via the Pass Area

No. 25-001 – Policy to act as Lead Agency Pursuant to the California Environmental Quality Act for Fixed Guideway Projects Seeking State or Federal Discretionary Grants

**RESOLUTION OF THE  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
ESTABLISHING AN EMISSIONS STANDARDS REQUIREMENT FOR THE  
ACQUISITION OF URBAN TRANSIT BUSES WITH  
FEDERAL, STATE OR LOCAL FUNDS**

**WHEREAS**, Riverside County is located within the area of the South Coast Air Quality Management District (SCAQMD); and

**WHEREAS**, the SCAQMD has adopted its Air Quality Management Plan which identifies the urgent need to reduce emissions from motor vehicles, especially diesel vehicle emissions; and

**WHEREAS**, the SCAQMD has recently published a report, "Multiple Air Toxics Exposure Study", which found that over 70% of total airborne cancer risk is directly associated with diesel particulate; and

**WHEREAS**, the California Air Resources Board (CARB) has recently identified diesel particulate as a Toxic Air Contaminant due to its carcinogenic and other severe health effects; and

**WHEREAS**, CARB is authorized to adopt standards, rules, and regulations, and has taken action to adopt motor vehicle emission standards, in-use performance standards and test procedures which it finds to be necessary, cost-effective and technologically feasible; and

**WHEREAS**, the federal Clean Air Act dictates that the South Coast Air Basin meet national ambient air quality standards for ozone by 2010; and

**WHEREAS**, the South Coast Air Basin is the only area in the nation classified as "extreme non-attainment" under the federal Clean Air Act Amendments of 1990; and

**WHEREAS**, the South Coast Air Basin's ability to meet federal conformity requirements is critical to the Commission's future ability to construct transportation infrastructure throughout Riverside County, and

**WHEREAS**, under AB 1246, the county transportation commissions are charged with the responsibility for short range transit planning (PUC130303), selection and approval of mass transit hardware and technology (PUC130303e), and adoption of rules and regulations for the submission of claims under the Transportation Development Act (PUC99261 and 99285); and

**WHEREAS**, the Orange County Transportation Authority and the Los Angeles County Metropolitan Transportation Authority has each recently taken action to adopt alternative fuels bus purchase policies, liquefied natural gas and compressed natural gas respectively; and

**WHEREAS**, the Commission applauds the leadership of the Riverside County public transit operators in adopting and implementing bus procurement practices that will significantly reduce harmful pollutants typically generated by diesel powered transit buses; and

**WHEREAS**, the Commission acknowledges the importance of fuel neutrality given the unique service area and operating conditions of the County's public transit operators.

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

Section 1: All full size urban public transit buses (as defined by CARB) purchased or leased with federal, state or local funds granted or programmed by the Commission shall meet the urban bus optional, reduced-emission standards as set by CARB for oxides of nitrogen and non-methane hydrocarbons as follows:

- (a) 2000 through September 2002 - 2.5 (or below) grams/brake horsepower-hour oxides of nitrogen
- (b) October 2002 through 2006 - 1.8 (or below) grams/brake horsepower-hour oxides of nitrogen plus non-methane hydrocarbons
- (c) 2007 and beyond - as may be adopted in the future

Section 2: Operators of urban buses may select from any low emissions technology that meets the CARB standards as described in Section 1 above.

Section 3: This requirement shall apply to purchase or lease of urban buses defined as a heavy heavy-duty passenger carrying vehicle (+ 33,000 pounds GVW) with a load capacity of fifteen or more passengers. Public transit operators using smaller buses are encouraged to purchase or lease the best available emissions control technology that meets CARB's emissions standards as described in Section 1 above.

Section 4: All urban buses must meet the CARB emissions standards as described in Section 1 above in effect at the time of manufacturer delivery to the transit operator.

Section 5: This requirement shall apply to all urban buses ordered by public transit operators within Riverside County after October 11, 2000.

Section 6: Questions as to the application of this Resolution shall be resolved by the Commission's Executive Director.

**APPROVED AND ADOPTED** this 11<sup>TH</sup> day of October, 2000.

  
Tom Mullen, Chairman  
Riverside County Transportation Commission

ATTEST:

  
Naty Kopenhaver  
Clerk of the Board

**RESOLUTION No. 13-042**

**RESOLUTION OF SUPPORT TO ESTABLISH DAILY INTERCITY RAIL SERVICE FROM  
LOS ANGELES TO THE COACHELLA VALLEY VIA THE PASS AREA**

**WHEREAS** new regional intercity passenger rail service to the Coachella Valley will ease congestion on local roads and freeways, providing new economic opportunity, improving mobility and the quality of life in the Inland Empire; and

**WHEREAS** Amtrak currently runs the Sunset Limited train three days a week with service between Los Angeles and Coachella Valley in Riverside County at inconvenient schedules; and

**WHEREAS** there are limited public transit options exist between Coachella Valley and Los Angeles; and

**WHEREAS** the need for daily convenient intercity passenger rail service is growing as an environmental friendly alternate to the I-10 freeway; and

**WHEREAS** the Coachella Valley and the Pass Area are experiencing rapid population growth and demand on this route will continue to increase; and

**WHEREAS** there is strong local support to establish new intercity rail passenger service in the Coachella Valley and the Pass Area; and

**WHEREAS** Coachella Valley Association of Governments approved establishing a dedicated source of initial funding for the project; and

**WHEREAS** Caltrans Division of Rail included the Coachella Rail service as a proposed corridor in the latest revision of the State Rail Plan; and

**WHEREAS** Caltrans Division of Rail completed a Planning Study, which serves as the alternatives analysis which demonstrates significant justification for the project including ridership potential and populations served; and

**WHEREAS** the development of a full Service Development Plan and initial Environmental Documents in coordination with Caltrans Division of Rail and the Federal Railroad Administration is the next step in making the project eligible for federal transportation funds; and


**WHEREAS** new service to the Coachella Valley could use the Burlington Northern Santa Fe (BNSF) route between Los Angeles and Colton, the Union Pacific route from Colton to Indio, and LA Metro owned tracks into LA Union station; and

**WHEREAS** the implementation of this service will require the cooperation of Union Pacific, BNSF and LA Metro to operate the trains over the host railroads; and


**NOW, THEREFORE BE IT RESOLVED** that the Riverside County Transportation Commission does hereby support the establishment of Daily Intercity Rail Service from Los Angeles to the Coachella Valley via the Pass Area; and

**BE IT FURTHER RESOLVED** that the Riverside County Transportation Commission will actively oversee the completion of the Service Development Plan to directly facilitate progress towards daily rail service.

**APPROVED AND ADOPTED** this 9<sup>th</sup> day of October, 2013.

  
Karen S. Spiegel, Chair  
Riverside County Transportation Commission

ATTEST:

  
Jennifer Harmon, Clerk of the Board  
Riverside County Transportation Commission



**RESOLUTION NO. 25-001**

**RESOLUTION OF THE  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
ADOPTING A  
POLICY TO ACT AS LEAD AGENCY PURSUANT TO THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT FOR FIXED GUIDEWAY PROJECTS  
SEEKING STATE OR FEDERAL DISCRETIONARY GRANTS**

**WHEREAS**, the Commission is responsible for approving all plans for the design, construction, and implementation of fixed guideway systems or projects throughout Riverside County in conformity with the adopted regional transportation plan (Public Utilities Code Section 130252(a)) and for designating the operator of any approved transit guideway system (Public Utilities Code Section 130254);

**WHEREAS**, in November 2002, Riverside County voters approved Measure A, a 30-year extension of the countywide ½-percent sales tax originally passed in 1988 to fund transportation improvements in Riverside County. Both measures authorized the Commission to administer the tax according to the expenditure plans delineated on their respective ballots. The current Measure A ("2009 Measure A"), which expires in June 2039, requires the Commission to review and update the expenditure plan in 2019 and every ten years thereafter;

**WHEREAS**, in January 2016, the Commission adopted its Riverside County Strategic Assessment ("Strategic Assessment") to assist the Commission in re-examining the County's needs for transportation investments in the context of: (1) the Measure A expenditure plan and other local transportation-related policies, (2) changing economic and demographic trends in Riverside County, (3) evolving state and federal transportation policies, (4) revenue realities, and (5) desires of the public and stakeholders;

**WHEREAS**, the Strategic Assessment recommended that the Commission continue to assume the leadership role in the design, construction, and implementation of fixed guideway systems or projects throughout Riverside County seeking state or federal discretionary grants;

**WHEREAS**, to fulfill part of this recommendation, the Strategic Assessment suggested that the Commission adopt policy that the Commission will be the lead agency as defined in the California Environmental Quality Act ("CEQA"; PRC Section 21067; State CEQA

Guidelines Section 15051) in all fixed guideway projects seeking state or federal discretionary grants;

**WHEREAS**, the Strategic Assessment and the Commission support this recommendation to ensure that scarce federal and state transit funding is invested strategically and in a manner coordinated with new and existing public transit in Riverside County;

**WHEREAS**, the Commission now desires to adopt a policy that will require the Commission to act as lead agency pursuant to CEQA for any future fixed guideway projects seeking state or federal discretionary grants.

**NOW, THEREFORE, be it resolved by the Riverside County Transportation Commission as follows:**

Section 1. The above recitals are incorporated into this section by reference, as though fully set forth herein.

Section 2. It is the policy of the Commission that it shall act as lead agency as defined in CEQA (PRC Section 21067; State CEQA Guidelines Section 15051) for all fixed guideway projects seeking state or federal discretionary grants to ensure that scarce federal and state transit funding is invested strategically and in a manner coordinated with new and existing public transit in Riverside County ("Fixed Guideway Project Lead Agency Policy"). As lead agency, the Commission will be responsible for preparation and, as appropriate, approval of any necessary environmental documentation to ensure compliance with CEQA.

Section 3. The Commission hereby adopts the Fixed Guideway Project Lead Agency Policy.

Section 2. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this \_\_\_\_\_, 2025.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
RESOLUTION NO. 25-001**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
ADOPTING  
POLICY TO ACT AS LEAD AGENCY PURSUANT TO THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT FOR FIXED GUIDEWAY PROJECTS  
SEEKING STATE OR FEDERAL DISCRETIONARY GRANTS**

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Karen Spiegel, Chair  
Riverside County Transportation  
Commission

ATTEST:

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Lisa Mobley  
Clerk of the Board

## **APPENDIX B:**

### **MEMORANDUMS OF UNDERSTANDING**

No. 07-65-111-00 – RCTC, Southern California Association of Governments, and Riverside County Transit Operators

No. 14-25-034-00 – RCTC and the Coachella Valley Association of Governments

No. 18-26-080-00 – RCTC, Southern California Association of Governments, and Riverside County Transit Operators

## Agreement No. 07-65-111-00

**Memorandum of Understanding**  
**Among the Southern California Association of Governments, the Riverside**  
**County Transportation Commission, and the Riverside County Transit Operators**

**RECITALS**

**WHEREAS**, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 U.S.C. 134;

**WHEREAS**, SCAG is required pursuant to federal and state law to prepare, adopt and submit a Regional Transportation Plan (RTP);

**WHEREAS**, SCAG pursuant to state and federal law is required to prepare, adopt and submit a multi-year Regional Transportation Improvement Program (RTIP);

**WHEREAS**, SCAG is required pursuant to state and federal law and agreements to coordinate its planning activities with stakeholders, including County Transportation Commissions (CTCs) and is specifically required pursuant to 23 Code of Federal Regulation 450.310(b) to enter into agreements with, operators of publicly owned transit services to specify cooperative procedures for carrying out transportation planning (including corridor and subarea studies) and programming;

**WHEREAS**, Riverside County Transportation Commission (RCTC) is a County Transportation Commission created pursuant to Public Utilities Code section 130052 and is charged pursuant thereto with approval of all projects within Riverside County utilizing federal and state highway and transit funds and is responsible for transportation programming and short range planning within its jurisdiction;

**WHEREAS**, RCTC is the Regional Transportation Planning Agency (RTPA) for Riverside County, the state counterpart to the federal MPO designation;

**WHEREAS**, SCAG and the State of California, acting through the Department of Transportation entered into a Memorandum of Understanding dated June 22, 2005 to provide for Comprehensive Federal Transportation Planning;

**WHEREAS**, SCAG and RCTC entered into a 1979 Memorandum of Understanding for the purpose of defining the roles and relationships in meeting the transportation planning and programming responsibilities;

**WHEREAS**, RCTC and four other CTCs in the SCAG region are members of a Joint Powers Authority that oversee implementation and operation of the Metrolink System in the SCAG region;

**WHEREAS**, SCAG and the South Coast Air Quality Management District entered into a Memorandum of Understanding dated December 2, 1999, for coordination of air quality planning roles and responsibilities.

**WHEREAS**, SCAG, RCTC, and the undersigned transit operators in Riverside County ("Transit Operators") desire to integrate and clarify consistently with the above referenced federal and state rules and regulations, cooperative procedures for carrying out the metropolitan transportation planning and programming processes and to utilize this MOU to fulfill the requirements of 23 CFR 450.310(b) and any successors thereto.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS PROVIDED FOR THEREIN, SCAG, RCTC, AND THE UNDERSIGNED TRANSIT OPERATORS HEREBY AGREE AS FOLLOWS:**

## Section I

### PLANNING AND COORDINATION PROCESS

- 1.1 **SCAG's Role:** SCAG is an agency with responsibility for comprehensive and coordinated regional transportation planning in the six county SCAG region. In accordance with applicable federal and state law, these responsibilities primarily include but are not limited to preparation and adoption of the RTP and RTIP.
- 1.2 **RCTC's County Transportation Commission Role:** RCTC is responsible for continuing, comprehensive and coordinated transportation planning and project implementation within Riverside County. These responsibilities include but are not limited to preparation and adoption of the Short-Range Transportation Improvement Program (TIP) and any updates for Riverside County, and for allocating transit funds to the Transit Operators. The parties further recognize that RCTC may prepare a Long-Range Transportation Plan (LRTP) for Riverside County. In accordance with applicable federal and state law, RCTC shall coordinate with SCAG and the Transit Operators in meeting its transportation planning responsibilities. RCTC shall consider the Transit Operators' capital and operating needs and recommendations in developing the LRTP and Short-Range TIP for Riverside County.
- 1.3 **Transit Operator's Role:** The Transit Operators are responsible for coordinating with RCTC regarding their capital and operating needs and providing recommendations regarding RCTC's LRTP and Short-Range TIP.
- 1.4 **Certification and Assurances:** Each party shall comply with the following requirements in carrying out their respective responsibilities under this MOU:

- (1) Title VI of the Civil Rights Act of 1964, as amended, 49 U.S.C. 5332, 42 U.S.C. 2000d, and the United States Department of

Transportation (U.S. DOT) implementing regulations, 49 C.F.R. Part 21, and related federal guidelines including but not limited to FTA/FHWA Circular 4702.1 regarding Title VI Program Guidelines for Urban Mass Transportation Administration Recipients, and any successors thereto; and

- (2) The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., U.S. DOT implementing regulations, 49 C.F.R. parts 27, 37, and 38, and any successors thereto.

**1.5 Coordination Process:** SCAG shall engage in a consultative process with RCTC and the Transit Operators in the regional transportation planning process, consistent with applicable laws and regulations.

- a. SCAG will provide timely notice of the opportunity to comment on its Draft RTP and Draft RTIP to the parties and the opportunity to participate in Overall Work Program development and implementation.
- b. SCAG will provide RCTC the opportunity to propose projects to be listed in the RTIP and to actively participate in the development of the RTP and RTIP.
- c. SCAG shall continue maintaining the Regional Transit Task Force or a successor group, to provide a forum for RCTC and other CTCs and transit operators to participate to ensure that transit priorities meet the region's mobility and air quality goals.
- d. RCTC agrees to participate in SCAG's Plans and Programs Technical Advisory Committee or any successor group established to serve the same function which shall also serve as a forum to ensure that local transportation projects, plans and programs are effectively integrated into the RTP and RTIP.
- e. The Executive Officers of SCAG and the CTCs shall continue to meet regularly to ensure executive coordination of regional/county/local transportation issues, including issues regarding transit coordination.
- f. RCTC will provide the Transit Operators the opportunity to propose projects for inclusion in RCTC's Short-Range TIP and LRTP for Riverside County.
- g. Projects and programs adopted as part of RCTC's LRTP and Short-Range TIP shall be submitted to SCAG and recommended for inclusion in the RTIP and RTP, respectively.

## Section 2

### General Provisions

- 2.1 Term of Agreement:** This Agreement shall be effective as to each party on the date such party executes this Agreement, and continues in full force until such party withdraws from this Agreement pursuant to Section 2.5 below or this Agreement is terminated by SCAG upon thirty (30) days prior written notice.
- 2.2 Drafting:** This MOU has been prepared by all parties and has been reviewed and endorsed by each.
- 2.3 Amendments:** This MOU may be amended only by the execution by all parties of a written amendment.
- 2.4 Indemnity:** Each of the parties to this MOU is a public entity. Pursuant to Government Code Section 895.4, each party shall indemnify, defend and hold each of the other parties, and their respective officers, agents and employees harmless from and against any liability and expenses, including defense 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 legal fees and any claims for damages attributable only to performance of the responsibilities as set forth in Section 1 (Planning and Coordination Process) of this MOU by the indemnifying party (Indemnitor) or its officers, agents, employees, contractors and subcontractors under this MOU, except to the extent caused by the negligence or willful misconduct of an indemnified party (Indemnitee).
- 2.5 Withdrawal:** Any party may withdraw from this MOU upon ninety (90) days written notice to each party, providing that the notice of withdrawal set forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the parties during the period prior to the effective date of withdrawal shall meet to try to resolve any dispute. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party cures the default in its performance within the ninety day period. SCAG shall notify FTA of the withdrawal from this MOU of any party.
- 2.6 Jurisdiction and Venue:** This MOU shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Riverside County, California.



**2.7 Non-assignment:** No party may assign this Memorandum of understanding, or any part thereof, without the written consent of each party to this MOU.

**2.8 Notice:** Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Executive Director  
Southern California Association of Governments  
818 West 7<sup>th</sup> Street, 12<sup>th</sup> Floor  
Los Angeles, California 90017-3435

Executive Director  
Riverside County Transportation Commission  
4800 Lemon Street, 3rd Floor  
P.O. Box 12008  
Riverside, CA 92502-2208

Riverside County Transit Operators (Exhibit "A")

**2.9 Order of Precedence:** In the event of a conflict between and among this MOU, the order of precedence shall be:

Amendments to the MOU  
MOU  
Exhibit A

**2.10 Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

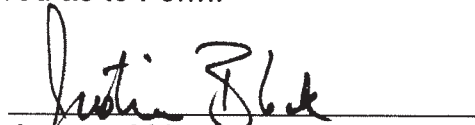
IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives.

**The Southern California Association of Governments:**

By:   
Mark Pisano  
Executive Director

Date: 3/15/07

Approved as to Form:

  
Joanna Africa  
Acting Director of Legal Services

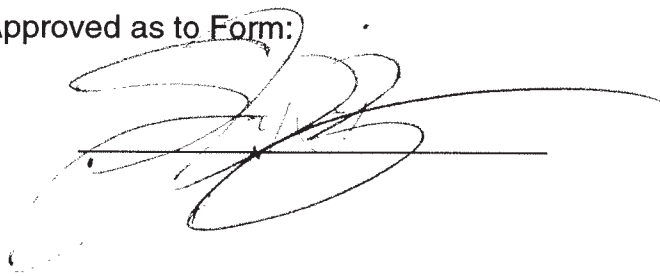
Date: 3/15/07

**Riverside County Transportation Commission:**

By:   
Eric Haley  
Executive Director

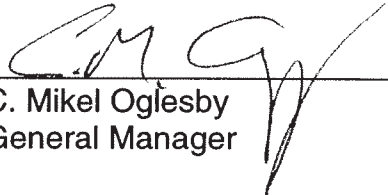
Date: 3/29/2007

Approved as to Form:



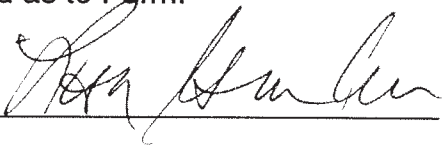
Date: 3/28/07

**SunLine Transit Agency:**

By:   
C. Mikel Oglesby  
General Manager

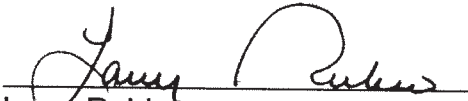
Date: 3/30/07

Approved as to Form:



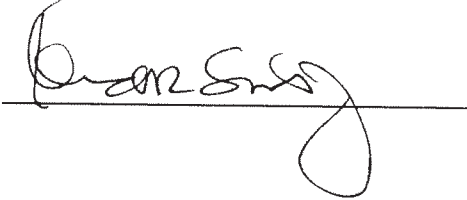
Date: 3/30/07

**Riverside Transit Agency:**

By:   
Larry Rubio  
General Manager

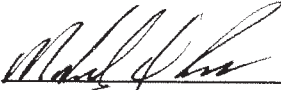
Date: 3-19-2007

Approved as to Form:



Date: 3/22/07

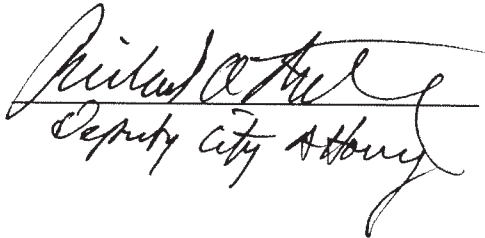
**City of Riverside:**

By:   
Brad Hudson  
City Manager

Date: June 18, 2007

Attest:   
City Clerk

Approved as to Form:

  
Deputy City Attorney

Date: 4-4-07

**City of Corona:**

 By:   
Beth Groves  
City Manager

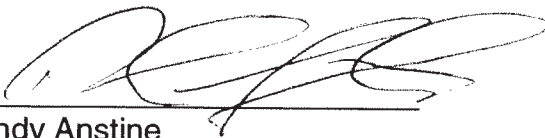
Date: 4-6-2007

Approved as to Form:

\_\_\_\_\_

Date: \_\_\_\_\_

**City of Banning:**

By:   
Randy Anstine  
City Manager

Date: 3-26-07

**Approved as to Form:**

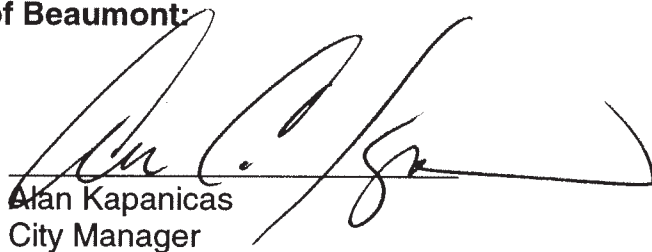


Date: 3/28/07



**City of Beaumont:**

By:

  
Alan Kapanicas  
City Manager

Date: 3/23/07

Approved as to Form:

\_\_\_\_\_

Date: \_\_\_\_\_

**City of Blythe:**

By:   
Les Nelson  
City Manager

Date: 3-27-07

**Approved as to Form:**



Date: 3-27-07

<b>EXHIBIT A</b>	
<b>Riverside County Transit Operators</b>	
General Manager SunLine Transit Agency 32-505 Harry Oliver Trail Thousand Palms, CA 92276	
General Manager Riverside Transit Agency 1825 Third Street Riverside, CA 92507	
City Manager City of Riverside 3900 Main Street, 7 <sup>th</sup> Floor Riverside, CA 92522	
City Manager City of Corona 400 S. Vicentia Avenue Corona, CA 92882-2187	
City Manager City of Banning 99 E. Ramsey Street Banning, CA 92220	
City Manager City of Beaumont 550 E. Sixth Street Beaumont, CA 92223	
City Manager City of Blythe 235 N. Broadway Blythe, CA 92225	

**Memorandum of Understanding  
between the  
Riverside County Transportation Commission  
and the  
Coachella Valley Association of Governments**

This **Memorandum of Understanding** (MOU), entered into effect on this 9th day of October, 2013 between the Riverside County Transportation Commission (RCTC) and the Coachella Valley Association of Governments (CVAG) outlines the general responsibilities of each agency and to establish a relationship between RCTC and CVAG to guide coordination regarding future passenger rail service to the Coachella Valley. This service is part of a larger, corridor-wide effort to improve rail transportation in the Southern California region and studies may be required to demonstrate need and viability for service from the Coachella Valley to both Los Angeles and Phoenix. The MOU will act as a guideline for RCTC and CVAG, and is not intended to supplant any of the responsibilities of the parties under other agreements between the parties or applicable state or federal laws. This MOU constitutes a guide to the intentions and strategies of the parties involved and is not a legally binding contract.

Whereas, RCTC funds and administers, in conjunction with other regional partners, a rail program in Western Riverside County, and;

Whereas, RCTC employs staff with rail funding and programming expertise, and;

Whereas, RCTC is authorized by State law to receive and distribute Transit Development Act (TDA) funds for transit and transit related uses in Riverside County, and;

Whereas, RCTC enjoys a long-standing financial partnership with CVAG regarding the portion of the Measure A one-quarter percent State sales tax funds dedicated to Coachella Valley State Highways and Major Regional Road Projects administered by CVAG, and;

Whereas, on April 29, 2013, the CVAG Executive Committee established a 90% Bus Transit/ 10% Passenger Rail Services Split Policy for Coachella Valley TDA funds which would be progressively phased in over a 3-year term, and;

Whereas, RCTC agrees to distribute and utilize the TDA portion of the Coachella Valley Passenger Rail Funds consistent with the directions of the CVAG Executive Committee, or its designee, the CVAG Executive Director, with input from the CVAG Transportation Committee and in compliance with TDA law specifically for and within the Coachella Valley, and;

Whereas, CVAG wishes to establish a similar relationship through this Memorandum of Understanding whereby RCTC will receive and maintain a specific percentage of Transit Development Act funds otherwise authorized to be released for use in the Coachella Valley along with other potential funding sources, such as Proposition 1B monies, Federal Railroad Association monies, and other state and federal grant monies that may become available to RCTC for this purpose, which, jointly together, shall be defined as a distinct Coachella Valley Passenger Rail Fund, and;

Whereas, RCTC's Coachella Valley passenger rail activities are corridor based and may include geographic regions outside of the Coachella Valley in order to determine ridership and revenue feasibility, and;

Whereas, on March 29, 1999, the CVAG Executive Committee authorized formation of the Coachella Valley Intermodal Transportation Authority and adopted Bylaws under authority of SB 459.

**Now, therefore, it is agreed by this Memorandum of Understanding;**

To allow RCTC to establish the Coachella Valley Passenger Rail Fund by making available and utilizing \$4.2 million in Rail Proposition 1B Public Transportation Modernization Improvement and Service Enhancement Account Program funds, or similar funding sources and amounts, as initial start up funding, and;

Based on the needs of the project Proposition 1B funds have will be used along with Coachella Valley TDA funds for further development and operations of the Coachella Valley Passenger Rail Service. Coachella Valley TDA funds will be made available and used after the capital, operations and fund reserve needs of SunLine Transit Agency are clearly identified, and;

That the 90% bus/ 10% rail split of TDA funding and timing of available funds may be periodically modified by the CVAG Executive Committee and associated provisions of the MOU would be automatically adjusted, and;

To allow RCTC, in consultation with CVAG and SunLine Transit Agency, to direct funds from either the State Transit Assistance (STA) portion or the Local Transportation Fund (LTF) portion of the TDA funds into the Coachella Valley Passenger Rail Fund, however, it is assumed that a majority of such funds will be derived from the STA portion of the TDA funds, and;

To allow RCTC to fund, with the approval and consultation of CVAG's Executive Committee, or designee, the CVAG Executive Director, Station Development or other studies, provide capital funding for approved stations, provide funding to support operations and related services, and;

To allow RCTC to charge the Coachella Valley Passenger Rail Fund for staff time and overhead in an amount not to exceed 10% of any individual project costs. Any amount above 10% shall require prior approval by CVAG. Consultants and contractors retained by RCTC expressly for work on the Coachella Valley Rail Project shall be billed to the Rail Fund at 100% of contractual value and/or actual incurred expense, and;

RCTC will regularly track revenues and expenses of the Coachella Valley Passenger Rail Fund and provide at least annual reports to CVAG on the status of the Fund, and;

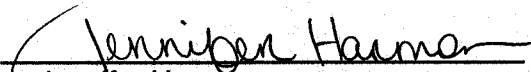
If so determined by the CVAG Executive Committee, CVAG agrees to sponsor legislation seeking to modify the Coachella Valley Intermodal Transportation Authority Act, as adopted by CVAG on March 29, 1999, to allow the Intermodal Authority to be recognized under TDA law to directly receive TDA funding and to clarify, by language satisfactory to SunLine Transit Agency, that the Authority was not established to operate a bus transit service in the Coachella Valley. RCTC will act in a support role as necessary. CVAG will propose modifying language and RCTC staff and/ or lobbyists, on RCTC approval, will attempt the implementation of those changes

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the date first written above:

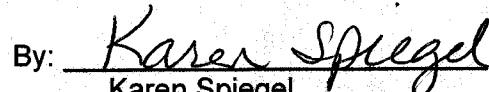
ATTEST:

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

By:

  
Jennifer Harmon  
Clerk of the Board


By:

  
Karen Spiegel  
Chair

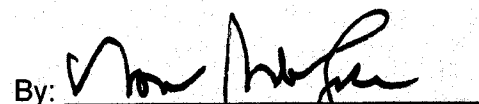
ATTEST:

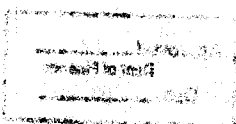
CVAG

By:

  
Tom Kirk  
Executive Director

By:

  
Don Adolph  
Chair



**Memorandum of Understanding  
Among the Southern California Association of Governments, the Riverside  
County Transportation Commission, and the Riverside County Transit Operators**

This Memorandum of Understanding (MOU), is entered into and effective this 17<sup>th</sup> day of April, 2018, among the Southern California Association of Governments (SCAG), the Riverside County Transportation Commission (RCTC), and the Riverside County Transit Operators to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning and programming processes, in accordance with 23 CFR 450.314. The undersigned Riverside County Transit Operators provide transit service in Riverside County, and are collectively referred to herein as the "Transit Operators." SCAG, RCTC and the Riverside County Transit Operators are collectively referred to herein as the "Parties."

**RECITALS**

**WHEREAS**, SCAG is a Joint Powers Agency formed pursuant to Section 6502 of the California Government Code;

**WHEREAS**, SCAG is the designated Metropolitan Planning Organization (MPO) for the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura, pursuant to Title 23, United States Code Section 134(d);

**WHEREAS**, SCAG is responsible for maintaining a continuing, cooperative, and comprehensive transportation planning process which involves preparation, adoption and update of a Regional Transportation Plan (RTP) pursuant to Title 23, United States Code Section 134 *et seq.*, Title 49, United States Code Section 5303 *et seq.*, and Title 23, Code of Federal Regulations (CFR) Section 450 *et seq.*;

**WHEREAS**, SCAG is the multicounty designated transportation planning agency pursuant to Public Utilities Code Section 130004 and California Government Code Section 29532, and is responsible for preparation, adoption and update of the RTP every four years, pursuant to California Government Code Section 65080 *et seq.*;

**WHEREAS**, pursuant to Senate Bill (SB) 375 (Steinberg, 2008) as codified in Government Code Section 65080(b) *et seq.*, SCAG is also required to prepare a Sustainable Communities Strategy (SCS) for incorporation into the RTP that demonstrates how the region will meet its greenhouse gas (GHG) reduction targets as set forth by the California Air Resources Board (ARB);

**WHEREAS**, the SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) sets forth the long-range regional plans and strategies for transportation improvements and regional growth throughout the SCAG region;

**WHEREAS**, the RTP/SCS consists of a financially constrained plan and strategic plan. The constrained plan includes projects that have committed, available or reasonably available revenue sources, and are thus probable for implementation. The strategic plan is for information purposes only and identifies potential projects that require additional study,



consensus building, and identification of funding sources before making the decision as to whether to include these projects in a future RTP/SCS constrained plan;

**WHEREAS**, SCAG is further responsible for preparing and adopting the Federal Transportation Improvement Program (FTIP) (known as the regional transportation improvement program under state law) every two years pursuant to Government Code Sections 14527 and 65082, and Public Utilities Code Section 130301 *et seq.*;

**WHEREAS**, in non-attainment and maintenance areas for transportation-related criteria pollutants, the MPO, as well as the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), must make a conformity determination on any updated or amended RTP in accordance with the federal Clean Air Act to ensure that federally supported highway and transit project activities conform to the purpose of the State Implementation Plan (SIP);

**WHEREAS**, pursuant to Government Code Section 65080(b)(2)(F) and federal public participation requirements including 23 CFR Section 450.316(b)(1)(iv), SCAG must prepare the RTP/SCS by providing adequate public notice of public involvement activities and time for public review. The SCAG Public Participation Plan, as amended and adopted on April 3, 2014, serves as a guide for SCAG's public involvement process, including the public involvement process to be used for the RTP/SCS and an enhanced outreach program that incorporates the public participation requirements under SB 375 and adds strategies to better serve the underrepresented segments of the region;

**WHEREAS**, in 2007, to coordinate metropolitan transportation planning in accordance with federal law, SCAG entered into Memoranda of Understanding with providers of public transportation in the region, including County Transportation Commissions (CTCs) and transit operators (referred to herein as "2007 MOU");

**WHEREAS**, SCAG now seeks to update and enter into new Memoranda of Understanding to reflect most recent metropolitan transportation planning regulations as set forth under 23 CFR Section 450.314, which requires SCAG, the State and providers of public transportation to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process, including specific provisions for the development of financial plans that support the RTP and FTIP, and development of the annual listing of obligated projects;

**WHEREAS**, SCAG has entered into a separate Memorandum of Understanding with the State of California Department of Transportation, updated and effective July 7, 2017, in accordance with 23 CFR Section 450.314;

**WHEREAS**, RCTC is a County Transportation Commission created pursuant to Public Utilities Code Section 130053 and is charged pursuant thereto with recommendation and approval of all projects within Riverside County utilizing federal and state highway and transit funds and is responsible for transportation programming and short range planning within its jurisdiction;

**WHEREAS**, RCTC and four other CTCs in the SCAG region are members of a Joint Powers Authority that oversee implementation and operation of the Metrolink System in the SCAG region;

**WHEREAS**, SCAG and the South Coast Air Quality Management District entered into a



Memorandum of Understanding dated December 2, 1999, for coordination of air quality planning roles and responsibilities;

**WHEREAS**, the undersigned Transit Operators set forth in Exhibit "A" provide transit service within Riverside County; and

**WHEREAS**, the Parties desire to integrate and clarify consistently with the above referenced federal and state rules and regulations, cooperative procedures for carrying out the metropolitan transportation planning process and to utilize this MOU to fulfill the requirements of 23 CFR 450.314 and any successors thereto, and as may be subject to any final, adopted federal regulations.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS PROVIDED FOR THEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### Section I

#### PLANNING AND COORDINATION PROCESS

- 1.1 **SCAG's Role:** SCAG is an agency with responsibility for comprehensive and coordinated regional transportation planning in the six county SCAG region. In accordance with applicable federal and state laws, these responsibilities primarily include but are not limited to preparation and adoption of the RTP/SCS and FTIP.
- 1.2 **RCTC's County Transportation Commission Role:** RCTC is responsible for continuing, comprehensive and coordinated transportation planning and project implementation within Riverside County. These responsibilities include but are not limited to preparation and adoption of the Short-Range Transportation Improvement Program (TIP) and any updates for Riverside County, and for allocating transit funds to the Transit Operators. The Parties further recognize that RCTC may prepare a Long-Range Transportation Plan (LRTP) for Riverside County. In accordance with applicable federal and state law, RCTC shall coordinate with SCAG and the Transit Operators in meeting its transportation planning responsibilities. RCTC shall consider the Transit Operators' capital and operating needs and recommendations in developing the LRTP and Short-Range TIP for Riverside County. RCTC is also responsible for coordinating to ensure that the transit projects, plans and programs identified in RCTC's LRTP and Short-Range TIPs for Riverside County are recommended to SCAG for inclusion in the RTP, FTIP, and regional transportation studies.
- 1.3 **Transit Operator's Role:** The Transit Operators are responsible for coordinating with RCTC regarding their capital and operating needs and providing recommendations regarding RCTC's LRTP and Short-Range TIP.
- 1.4 **Certification and Assurances:** In carrying out their respective responsibilities under this MOU, each party shall comply with the requirements and any successors thereto, referenced in SCAG's annual Certifications and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's Overall Work Program, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21 and related federal guidelines including but not limited to FTA Circular 4702.1;
- b. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- c. Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- d. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- e. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- f. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- g. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- h. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

1.5 **Coordination Process:** SCAG shall engage in a consultative process with RCTC and the Transit Operators, in accordance with applicable federal and state laws and regulations, and successors thereto, pertaining to the roles and responsibilities of the Parties in carrying out the metropolitan transportation planning process.

- a. SCAG shall provide timely notice to the other parties of the opportunity to comment on its Draft RTP and Draft FTIP and the opportunity to participate in Overall Work Program development and implementation.
- b. SCAG shall provide RCTC the opportunity to propose projects to be listed in the FTIP and to actively participate in the development of the RTP and FTIP.
- c. SCAG shall continue maintaining the Regional Transit Technical Advisory Committee or a successor group, to provide a forum for RCTC and other CTCs and transit operators to participate in the metropolitan transportation planning process.
- d. RCTC agrees to participate in SCAG's Technical Working Group, or any successor group established, to serve the same function which shall also serve as a forum to ensure that local transportation projects, plans and programs are effectively integrated into the RTP and FTIP.
- e. The Executive Officers of SCAG and the CTCs shall continue to meet regularly to ensure executive coordination of regional/county/local transportation issues, including issues regarding transit coordination.
- f. RCTC shall provide the Transit Operators the opportunity to propose projects for inclusion in RCTC's Short-Range TIP and LRTP for Riverside County.
- g. Projects and programs adopted as part of RCTC's LRTP and Short- Range TIP shall be submitted to SCAG and recommended for inclusion in the RTP and FTIP, respectively.
- h. The Parties shall cooperatively develop an annual listing of projects for which funds under 23 U.S.C. or 49 U.S.C. Chapter 53 were obligated in the preceding program year, in accordance with 23 CFR 450.334.



- i. The Parties shall cooperatively develop estimates of funds that will be available to support RTP/SCS implementation, and reasonable financial principles and information that support revenue and cost estimates, to be used in the RTP and FTIP financial plan, in accordance with 23 CFR 450.324(f)(11).
- j. The Parties agree to collaborate to implement federal performance reporting and performance-based planning provisions in accordance with 23 CFR 450.306(d)(2)(iii) and subject to applicable final rulemaking. The Parties further agree to coordinate to the maximum extent practicable in the selection of performance targets, and will cooperatively develop and share information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the SCAG region, in accordance with 23 CFR 450.314(h)(1).
- k. To aid in the planning process, RCTC and Transit Operators shall make available to SCAG their Transit Asset Management Plan and any supporting records or documents, performance targets, investment strategies, and annual condition assessment report, upon request of SCAG and in accordance with the RTP/SCS development schedule, in order to fulfill requirements of 49 CFR 625.53 .
- l. SCAG shall integrate in the metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures, and targets described in the Transit Asset Management Plans and Public Transportation Agency Safety Plans developed by providers of public transportation, in accordance with 23 CFR 450.306(d)(4).
- m. Transit Operators may choose to rely on SCAG's public participation process associated with the FTIP development to satisfy the requirement for public participation in developing the FTA Section 5307 program of projects (POP). SCAG agrees to incorporate in the FTIP document(s) an explicit statement reflecting that public notice of public involvement activities and time established for public review and comment on the FTIP will satisfy the POP requirements of the Section 5307 program.

## Section 2

### General Provisions

- 2.1 **Term of Agreement:** This MOU shall be effective as to each party on the date such party executes this MOU, and continues in full force until such party withdraws from this MOU pursuant to Section 2.5 below or this MOU is terminated by SCAG upon thirty (30) days prior written notice. This MOU shall supersede and replace all prior agreements including but not limited to the 2007 MOU between the Parties concerning metropolitan planning agreements required to be developed pursuant to 23 CFR 450.314 and predecessors thereto.
- 2.2 **Drafting:** This MOU has been prepared by all parties and has been reviewed and endorsed by each.
- 2.3 **Amendments:** This MOU may be amended only by the execution by all parties of a

written amendment.

- 2.4 Indemnity:** Each of the parties to this MOU is a public entity. Pursuant to Government Code Section 895.4, each party shall indemnify, defend and hold each of the other parties, and their respective officers, agents and employees harmless from and against any liability and expenses, including defense 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 legal fees and any claims for damages attributable only to performance of the responsibilities as set forth in Section 1 (Planning and Coordination Process) of this MOU by the indemnifying party (Indemnitor) or its officers, agents, employees, contractors and subcontractors under this MOU, except to the extent caused by the negligence or willful misconduct of an indemnified party (Indemnitee).
- 2.5 Withdrawal:** Any party may withdraw from this MOU upon ninety (90) days written notice to each party, providing that the notice of withdrawal set forth the effective date of withdrawal and the reason for withdrawal. Additionally, the notice of withdrawal shall provide that the parties during the period prior to the effective date of withdrawal shall meet to try to resolve any dispute. In the event that the withdrawal is for cause, the withdrawal shall not be effective if the party claimed to have defaulted cures the default in its performance within the ninety day period. SCAG shall notify FTA of the withdrawal from this MOU of any party.
- 2.6 Jurisdiction and Venue:** This MOU shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Los Angeles County, California.
- 2.7 Non-assignment:** No party may assign this Memorandum of understanding, or any part thereof, without the written consent of each party to this MOU.
- 2.8 Notice:** Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Executive Director  
Southern California Association of Governments  
818 West 7<sup>th</sup> Street, 12<sup>th</sup> Floor  
Los Angeles, California 90017-3435

Executive Director  
Riverside County Transportation Commission  
4800 Lemon Street, 3<sup>rd</sup> Floor  
P.O. Box 12008  
Riverside, CA 92502-2208

Riverside County Transit Operators (See Exhibit "A")

Each undersigned party agrees to notify the other parties of any changes to the address



for receipt of Notices.

- 2.9 Order of Precedence:** In the event of a conflict between and among this MOU, the order of precedence shall be:

Amendments to the MOU  
MOU  
Exhibit A

- 2.10 Execution of Agreement or Amendments:** This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any Amendment.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.


**The Southern California Association of Governments ("SCAG"):**

By:  Date: 4/17/18  
Hasan Ikhata  
Executive Director

Approved as to Form:


 Date: 4/17/18  
Joanna Africa  
Chief Counsel/Director of Legal Services

**Riverside County Transportation Commission ("RCTC"):**

By:  Date: 1/24/18

Approved as to Form:  Date: 1/18/18

SunLine Transit Agency:

By:  Date: 1/18/18

Approved as to Form:

 Date: 1/9/18  
Erica L. Vega, Assistant General Counsel

**Riverside Transit Agency:**

By: James P. Pugh Date: 1-12-18

Approved as to Form:


James Danieff Date: 1/9/18  
General Counsel



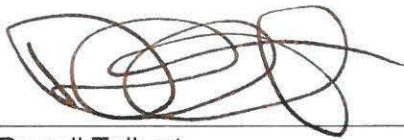
City of Riverside:

By:  Date: 4/03/2018  
Alexander Nguyen  
Assistant City Manager

Approved as to Form: \_\_\_\_\_ Attest:   
City Clerk

 Date: 3/22/18  
Lauren Sanchez, Deputy City Attorney

City of Corona:

By:  Date: 2-23-18  
Darrell Talbert  
City Manager

Approved as to Form:


 Date: 2-26-18  
mc

man among So. Cal. Assoc. of Governments,  
RCTC + Riverside County Transit Operators

City of Banning:

By:  Date: 01/28/18

Approved as to Form:

 Date: 2/27/18

City of Beaumont:

By: Nancy Carroll Date: 1/23/2018

Approved as to Form:

[Signature] Date: Jan 22, 2018

**Palo Verde Transit Agency:**

By: Joseph ReConina Date: 1-3-18

Approved as to Form:

Dmbyl Date: 1-3-18

**EXHIBIT A**  
**Riverside County Transit Operators**

General Manager SunLine Transit Agency 32-505 Harry Oliver Trail Thousand Palms, CA 92276
General Manager Riverside Transit Agency 1825 Third Street Riverside, CA 92507
City Manager City of Riverside 3900 Main Street, 7th. Floor Riverside, CA 92522
City Manager City of Corona 400 S. Vicentia Avenue Corona, CA 92882-2187
City Manager City of Banning 99 E. Ramsey Street Banning, CA 92220
City Manager City of Beaumont 550 E. Sixth Street Beaumont, CA 92223
General Manager Palo Verde Transit Agency 415 North Main Street Blythe, CA 92225

**APPENDIX C:**  
**ORDINANCE NO. 002-001 (2009 MEASURE A)**

## ORDINANCE NO 02-001

RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
TRANSPORTATION EXPENDITURE PLAN  
AND RETAIL TRANSACTION AND USE TAX ORDINANCE

## PREAMBLE

The transportation system in Riverside County is rapidly deteriorating and our population and economy are growing rapidly. Maintenance and repairs of existing roadways and improvements to relieve congestion cannot be accomplished with available funds. Without additional funds, the system will bog down and pavement will crumble into permanent disrepair. State highway funds are inadequate and competition for funds is increasing. Projects in areas where local sales tax funds are available have been and will continue to be viewed much more favorably in the selection process of the California Transportation Commission. Local governments must either generate revenues to expand our system and maintain our investments or watch the system collapse and endanger the health, welfare and safety of all Riverside County residents.

Continuation of our one-half percent sales tax for transportation to supplement traditional revenues and revenues to be generated through locally-adopted developer fees and assessment districts for transportation improvements is the only way local governments can be sure the transportation system will serve the current and future travel needs of Riverside County. Collection of the one-half percent sales tax will commence upon the expiration of the existing tax.

The Riverside County Transportation Commission will continue to seek maximum funding for transportation improvements through State and federal programs. The Commission will not provide sales tax revenues to any city or to the County unless revenues currently used by that agency for transportation are continued to be used for transportation purposes.

The Riverside County Transportation Commission ordains as follows:

**SECTION 1 SUMMARY** This Ordinance provides for the imposition of a retail transaction and use tax of one-half percent for a period of thirty (30) years, the authority to issue bonds secured by such taxes, and the administration of the tax proceeds and a county transportation expenditure plan.

**SECTION II DEFINITIONS** The following definitions shall apply in this ordinance:

- A     Expenditure Plan    'The Expenditure Plan' means the Riverside County Transportation Commission Expenditure Plan (attached as Exhibit B) and adopted as part of this Ordinance including any future amendments thereto.
- B     "County" means the County of Riverside.



- C "Commission" means the Riverside County Transportation Commission s set forth in Sections 130053, 130053 5 and 130053 7 of the Public Utilities Code
- D "TUMF" means Transportation Uniform Mitigation Fee This fee is charged on new development by local governments to assist with the building and improvement of regional arterials
- E "MSHCP" means the Multiple Species Habitat Conservation Plan currently under development by the County of Riverside
- F "Existing Tax" means the ½ % retail transactions and use tax adopted pursuant to Ordinance No 88-01

SECTION III AUTHORITY This Ordinance is enacted, in part, pursuant to the provisions of Division 25 (commencing with Section 240000) of the Public Utilities Code, and Section 7252 22 of the Revenue and Taxation Code

SECTION IV IMPOSITION OF RETAIL TRANSACTIONS AND USE TAX Subject to voter approval of the same, the Commission shall impose, in the incorporated and unincorporated territory of the County of Riverside, a retail transactions and use tax (referred to as the Measure "A" fund tax) at a zero percent (0%) rate until the expiration of the Existing Tax Thereafter, a tax shall be collected for a thirty (30) year period at the rate of one-half of one percent (0 5%) This tax shall be in addition to any other taxes authorized by law including any existing or future state or local sales tax or transactions and use tax

SECTION V PURPOSES Measure "A" funds may only be used for transportation purposes including the administration of Division 25, including legal actions related thereto, the construction, capital, acquisition, maintenance, and operation of streets, roads, highways, including state highways and public transit systems and for related purposes These purposes include expenditures for the planning, environmental reviews, engineering and design costs, and related right-of-way acquisition

SECTION VI BONDING AUTHORITY Upon voter approval of Measure "A" , the Commission shall have the power to sell or issue, from time to time, on or before the collection of taxes, bonds, or other evidence of indebtedness, including, but not limited to, capital appreciation bonds, in the aggregate principal amount at any one time outstanding of not to exceed \$500 million, and to secure such indebtedness solely by way of future collection of taxes, for capital outlay expenditure for the purposes set forth in Section V hereof, including to carry out the transportation projects described in the Expenditure Plan

SECTION VII MAINTENANCE OF EFFORT The Commission, by the enactment of this Ordinance, intends the additional funds provided government agencies by this Chapter to supplement existing local revenues and required developer improvements being used for transportation purposes The government agencies shall maintain their existing commitment of local funds for street, highway and public transit purposes pursuant to this Ordinance, and the Commission shall enforce this Section by appropriate actions including fiscal audits of the local agencies

The local cities and the County shall annually submit to the Commission a list of the proposed uses for these funds and a certification that the maintenance of effort requirement is being met. If in any fiscal year the maintenance of effort requirement is not met, the agency shall not be eligible for any Measure "A" funds in the following fiscal year. Such funds shall be distributed to the remaining local governments using the formula for the area.

**SECTION VIII RETURN TO SOURCE** Funds for transportation purposes shall be allocated to the Western County, Coachella Valley, and Palo Verde Valley areas proportionate to the Measure "A" funds generated within these areas.

**SECTION IX ADMINISTRATION OF PLANS** The Commission shall impose and collect Measure "A" funds, shall allocate revenues derived, and shall administer the Expenditure Plan consistent with the authority cited herein.

**SECTION X ADMINISTRATIVE COSTS** The Commission shall expend only that amount of the funds generated from Measure "A" for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities pursuant to Division 25, and in no case shall the funds expended for salaries and benefits exceed one percent (1%) of the annual net amount of revenue raised by Measure "A".

**SECTION XI ANNUAL APPROPRIATIONS LIMIT** The annual appropriations limit has been established pursuant to Ordinance 88-01 pursuant to Article XIII B of the California Constitution and Section 240308(b) of the Public Utilities Code. The appropriations limit has and shall be subject to adjustment as provided by law.

**SECTION XII EFFECTIVE AND OPERATIVE DATES** Subject to voter approval, this Ordinance shall take effect at the close of the polls on November 5, 2002.

**SECTION XIII ELECTION** The Commission requests the Board of Supervisors to call an election for voter approval of Measure "A" (Exhibit A), which election shall be held on November 5, 2002. The election shall be called and conducted in the same manner as provided by law for the conduct of elections by a county. Pursuant to Section 240308 of the Public Utilities Code, the sample ballot to be mailed to the voters shall be the full proposition as set forth in the Ordinance, and the voter information handbook shall include the entire Expenditure Plan. Approval of the attached proposition, and the imposition of the Measure "A" retail sales and use tax described herein, shall require the affirmative vote of 2/3rds of the electors voting on the attached proposition at the election described in this section.

**SECTION XIV EXPENDITURE PLAN AMENDMENTS** The Expenditure Plan for Measure "A" funds may only be amended, if required, in accordance with Public Utilities Code section 240302, as amended. This section currently provides the following process for amendment: (1) initiation of the amendment by the Commission reciting findings of necessity, (2) approval by the Board of Supervisors, and, (3) approval by a majority of the cities constituting a majority of the incorporated population, unless such process is amended in a manner consistent with State legislation.

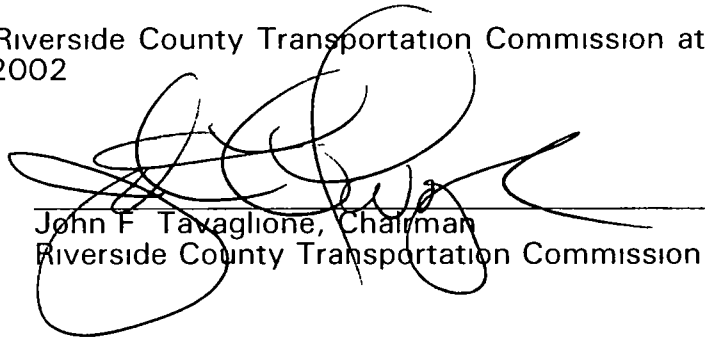
Commencing in 2019 and at least every ten years thereafter, the Commission shall review and, where necessary propose revisions to the Expenditure Plan. Such revisions shall be submitted for approval according to the procedures set forth in this Section XIV. Until approved, the then existing Expenditure Plan shall remain in full force and effect.

**SECTION XV SEVERABILITY** If any tax or provision of this ordinance is for any reason held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining Measure "A" funds or provisions, and the Commission declares that it would have passed each part of this ordinance irrespective of the validity of any other part.

**SECTION XVI THE EXISTING TAX** Nothing in the ordinance is intended to modify, repeal, alter or increase the Existing Tax. The provisions of this ordinance shall apply solely to the retail transactions and use tax adopted herein, and not to the collection or administration of the Existing Tax.

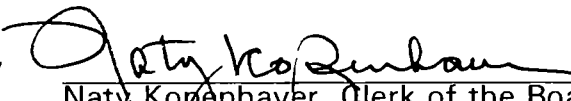
APPROVED AND ADOPTED by the Riverside County Transportation Commission at its meeting on Wednesday, May 8, 2002

By



John F. Tavaglione, Chairman  
Riverside County Transportation Commission

ATTESTED

By   
Naty Kopenhaver, Clerk of the Board  
Riverside County Transportation Commission

# **Riverside County Transportation Improvement Plan**

## **GOALS AND OBJECTIVES**

### ***MAINTAIN AND IMPROVE THE QUALITY OF LIFE IN RIVERSIDE COUNTY BY SUPPLEMENTING EXISTING FUNDS FOR TRANSPORTATION***

Reduce current congestion and provide adequate transportation facilities to accommodate reasonable growth in the future

Provide funding for the adequate maintenance and improvement of local streets and roads in the cities and unincorporated areas

Enhance Riverside County's ability to secure state and federal funding for transportation by offering local matching funds

### **PROVIDE FOR ACCOUNTABILITY IN THE EXPENDITURE OF TAX PAYER FUNDS**

Provides for mandatory dedication of sales tax funds only for the transportation improvements and programs identified in the Expenditure Plan and no other purpose

Provides for a mandatory, annual financial audit of program expenditures to insure that all funds are spent in accordance with this voter adopted Plan and associated legal ordinance

Provides for a Maintenance of Effort requirement in funds made available to city and county governments for local street and road programs to insure the new money for this purpose is adding to current funding levels

Provides for the strict limitation of administrative staff costs in implementing this Plan, by limiting, in law, funds expended for salaries and benefits to no more than one (1) percent of the annual net amount of revenues raised by Measure "A"

Provides for the Plan to be updated every 10 years for the period it is in effect to insure that the changing needs and priorities of the county are met

Provides for the mandatory termination of the tax in 2039, requiring additional voter approval for extension at a County General Election according to state law

## **PROVIDE FOR EQUITY IN THE DISTRIBUTION OF MEASURE A REVENUES**

Return funds to the Western County, Coachella Valley and Palo Verde Valley proportionate to the funds generated in those areas

Adopt a Transportation Improvement Plan, which address the unique needs of each of the areas of the county

Provide a reasonable balance between competing highway, commuter rail, transit, and local streets and roads needs

## **PROVIDE FOR LOCAL CONTROL OF THE TRANSPORTATION IMPROVEMENT PROGRAM**

Provide for cost effective, local administration of the program through the existing Riverside County Transportation Commission. No new agency would be required to administer these funds

Delegates appropriate administrative responsibility to the cities and the county and other local agencies for local programs

This TRANSPORTATION IMPROVEMENT PLAN, which shall act as the County's Expenditure Plan, was prepared by the Riverside County Transportation Commission for the purpose of extending the current ½ cent local transaction and use tax for transportation to be collected for an additional 30 years, if approved by the voters on November 5, 2002 – Measure "A". This is proposed by the Commission as a means to fill the funding shortfall to implement necessary highway, commuter rail, and transit projects, secure new transportation corridors through environmental clearance and right of way purchases, provide adequate maintenance and improvements on the local street and road system, promote economic growth throughout the county, and provide specialized programs to meet the needs of commuters and the specialized needs of the growing senior and disabled population.

## **TAXPAYER ACCOUNTABILITY SAFEGUARDS**

### **LEGAL DEDICATION OF FUNDS**

Measure "A" funds may only be used for transportation purposes and described in the local ordinance governing this program, including the construction, environmental mitigation of transportation projects, capital activities, acquisition, maintenance, and operation of streets, roads, highways, including state highways and public transit systems and for related purposes. These purposes include but are not limited to expenditures for the planning, environmental reviews, engineering and design costs, related right-of-way acquisition, and construction, engineering and administration.

### **MANDATORY ANNUAL FISCAL AUDIT**

No less than annually, the RCTC shall conduct an independent fiscal audit of the expenditure of all sales tax funds raised by this measure. The audit, which shall be made available to the public, shall report on evidence that the expenditure of funds is in accordance with the Riverside County Transportation Improvement Plan as adopted by the voters in approving the sales tax measure on November 5, 2002. In addition, the audit shall determine that Maintenance of Effort requirements, other requirements regarding local government participation in Transportation Uniform Mitigation Fee Programs, as well as requirements described in Section 5 of the Plan entitled "Local Streets and Roads" have been complied with. The audit shall also insure that no more than 1 (one) percent of total sales tax expenditures are used for administrative staff salaries and benefits in implementing this Plan.

### **MANDATORY PLAN UPDATE AND TERMINATION OF SALES TAX**

This Plan shall be updated by RCTC every 10 years that the sales tax is in effect to reflect current and changing priorities and needs in the County, as defined by the duly elected local government representatives on the RCTC Board. Any changes to this Plan must be adopted in accordance with current law in effect at the time of the update and must be based on findings of necessity for change by the Commission. The sales tax authorized to be collected by the voters shall be terminated on March 31, 2039, unless reauthorized by the voters to extend the sales tax prior to the termination date as required under state law in effect at the time of the vote for extension.

## **SPECIFIC TRANSPORTATION PROJECTS TO BE FUNDED**

### **WESTERN RIVERSIDE COUNTY**

The Expenditure Plan Map illustrates the Western and Coachella Valley areas. The Western County area includes the cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Moreno Valley, Riverside, Murrieta, Norco, Perris, San Jacinto, and Temecula. It also includes the unincorporated communities of Jurupa, Mira Loma, Menifee, Wildomar, and Sun City and other more sparsely populated areas, and the reservations of the Pechanga Band of Mission Indians, the Soboba Band of Mission Indians, the Cahuilla Band of Mission Indians, the Ramona Band of Cahuilla Indians, and the Morongo Band of Indians.

#### **1 STATE HIGHWAYS**

Many more state highway improvement projects are needed to deal with congestion and safety problems than existing state and federal revenues can fund. Projected formula funds from these sources over the 30 years is estimated to be \$640 million and will fund less than ½ of the improvements needed and identified in the Expenditure Plan, which are estimated to cost \$1.66 billion in current dollars. Measure "A" funds will supplement those funding sources by an estimated \$1.02 billion and will cover the remaining costs estimated to accomplish these improvements.

The Highway projects to be implemented with funding returned to the Western County Area by extending the Measure "A" Program are as follows:

ROUTE	LIMITS	PROJECT	EST COST
91 60 I 15 & I-215		Reducing congestion on these routes will require that new transportation corridors are constructed	See Section 2
Rte 91	Pierce Street to Orange County Line	Add 1 lane each direction	\$ 161
91/I 15	Interchange	Add new Connector from I 15 North to 91 West	\$ 243
91/71	Interchange	Improve Interchange	\$ 26
Rte 71	Rte 91 to San Bernardino County Line	Widen to 3 lanes each direction	\$ 68
I 215	60/91/215 to San Bernardino County Line	Add 2 lanes each direction	\$ 231
I-215	Eucalyptus Ave to I 15	Add 1 lane each direction	\$ 210
I 15	Rte 60 to San Diego County Line	Add 1 lane each direction	\$ 359
I-10	San Bernardino County Line to Banning	Add eastbound truck climbing lane	\$ 75
I 10/60	Interchange	Construct new interchange	\$ 129
Rte 60	Badlands area east of Moreno Valley	Add truck climbing lane	\$ 26
Rte 79	Ramona Expressway to Domenigoni Parkway	Realign highway	\$ 132
<b>SUBTOTAL</b>	<b>Measure A Funding</b>		<b>\$1 02 Billion</b>
	<b>State &amp; Federal Formula Funds</b>		<b>\$0 64 Billion</b>
<b>TOTAL</b>			<b>\$1 66 Billion</b>

The Commission may add additional State Highway projects, should additional Measure "A" revenue become available

An estimated 5% of the total cost for these highway projects (\$83 million) will be used for environmental purposes to mitigate the cumulative and indirect impacts associated with construction of these projects



## **2 DEVELOPMENT OF NEW TRANSPORTATION CORRIDORS**

State Routes 91 and 60 and Interstate Routes 15 and 215 cannot cost effectively be widened enough to provide for the traffic expected as Riverside County continues to grow. In addition to the specific highway improvements listed in Section 1 above, congestion relief for these highways will require that new north-south and east-west transportation corridors will have to be developed to provide mobility within Riverside County and between Riverside County and its neighboring Orange and San Bernardino Counties.

Four new Transportation Corridors have been identified as necessary through the Community Environmental Transportation Approval Process (CETAP) currently underway. An estimated \$370 million in Measure "A" matching funds to leverage local, state and federal funding will be made available for environmental clearance, right of way, and construction of these new corridors. An estimated \$70 million of these funds will be used to mitigate the cumulative and indirect impacts associated with construction of these projects.

## **3 PUBLIC TRANSIT**

The Transportation Improvement Plan will provide an estimated \$390 million to expand commuter rail, implement intercity bus services and to continue and expand programs to assist the elderly, disabled and commuters.

### **A Discount Fares and Transit Services for Seniors and Disabled Persons**

Seniors and disabled persons are becoming an increasing percentage of the population each year. They are currently charged a fare on fixed route transit services that is one-half the normal fare for service within the Western County area. In addition a number of specialized transportation programs have been implemented which meet specialized needs for transportation to medical services, social service agencies and programs, shopping and other purposes that cannot be met by conventional transit. A minimum of \$85 million in Measure "A" funds will be used to guarantee these services.

## **B Commuter Rail and Intercity Bus Service**

Metrolink has provided a viable alternative to the automobile for thousands of daily commuters to Orange and Los Angeles counties and reduces the demand on our freeways. The current service level needs to double in the future and expansion of the system to Moreno Valley and Perris is needed to relieve congestion on I-215. In addition, an intercity express bus service that feeds the Metrolink service and provides a reasonable alternative to the automobile for daily commuters who travel within the region is needed. Measure "A" funds will be made available for operations of these services and to match federal funds for capital.

## **C Commuter Services Ridesharing Vanpools, Buspools, Park-N-Ride**

Commuter traffic created by Riverside County residents traveling to jobs in neighboring Orange, Los Angeles, and San Bernardino counties adds significantly to the peak hour congestion on the freeway and highway system. A number of programs have been implemented to assist commuters to share rides, reduce congestion, and take advantage of travel in the "carpool" lanes. These programs include, rideshare matching services, incentive programs, vanpool "seed money", buspool subsidies, and park-n-ride lot leasing. These programs will become even more necessary in the future as traffic increases. A minimum of \$50 million in Measure "A" funds will be used for this purpose.

## **4 REGIONAL ARTERIAL SYSTEM**

The freeway and state highway system can no longer be expected to handle the traffic demands for travel between and through the cities of the Western County area, with the development projected for the future. A system of regional arterials (major local roadways) with limited access, freeway interchanges, grade separations, and coordinated traffic signals are needed to supplement the highway backbone system. The Western Riverside Council of Governments (WRCOG), in conjunction with the cities and the County, has developed this system of roadways to meet this need. This roadway system will be periodically updated by the Commission, or the Western Riverside Council of Governments, to reflect actual development trends.

Funding to widen existing roads and construct new roads on this system will be funded by an estimated \$300 million in revenues generated by Measure "A" and by matching revenues to be generated by the cities and County implementing a Transportation Uniform Mitigation Fee (TUMF) administered by the Commission or the Western Riverside Council of Governments (WRCOG)

Examples of the roadways on the regional arterial system that may be eligible to receive Measure "A" and TUMF funding for widening and other improvements to increase capacity and traffic flow are

- Van Buren Boulevard from I-215 to State Route 60
- Alessandro Boulevard from I-215 westerly to Central Avenue
- Central Avenue from Alessandro Blvd to Van Buren Boulevard
- Arlington Avenue from Central Avenue to Van Buren Boulevard
- Green River Road from Dominguez Ranch Rd to State Route 91
- Foothill Parkway from Lincoln Ave to Green River Road
- Scott Road from State Route 79 to I-215
- Clinton Keith Road from State Route 79 to I-215
- Date Street from State Route 79 to I-15
- State Route 79/I-10 Interchange Improvements and possible bypass to I-10
- Ramsey Street from Banning City Limits to Field Road
- Ramona Expressway from San Jacinto to I-215
- Cajalco Road from I-215 to I-15
- Perris Boulevard from State Route 74 to San Bernardino Co Line
- Pyrite Street from San Bernardino County Line to State Route 60
- Schleisman Road from San Bernardino County Line to I-15 and Arlington Avenue
- Domenigoni Parkway from State Street to I-215
- Railroad Canyon/Newport Road from I-215 to I-15

**The final scope and project limits of all improvements proposed for the regional arterial system will be determined through noticed public hearings environmental clearance process, and agreement with affected agencies**

## **5 LOCAL STREETS AND ROADS**

The local street and road system is critical to the every day movement of people within the cities and the county. This system is reaching "middle age", with potholes and is in need of continued maintenance and rehabilitation. New local roads adjacent to new residential and business developments will continue to be constructed and paid for by the developers.

Current resources, without the extension of the existing sales tax revenues for transportation, cannot provide adequate funding to maintain the local street and road system at the level necessary to adequately serve the public

The Transportation Improvement Plan will provide an estimated \$970 million specifically for this purpose. The funds made available in the Western County area will be distributed to the cities and the county by a formula based 75% on proportionate population and 25% on revenues generated by Measure "A". In order to be eligible for these funds, each agency will be required to 1) File a Five-Year Capital Improvement Program, updated annually, with the Commission, 2) Participate in a Transportation Uniform Mitigation Fee (TUMF) Program to be developed and administered by the Commission or the Western Riverside Council of Governments (WRCOG), and, 3) Participate in the Multi-Species Habitat Conservation Plan (MSHCP) currently under development by the County of Riverside by endorsing the Permit Application and signing the Implementation Agreement.

The TUMF Program shall be adopted according to all applicable laws and shall provide that the first \$400 million of TUMF revenues will be made available to the Commission to fund equally the 1) Regional Arterial System, as described above, and, 2) Development of New Corridors ("CETAP") described above.

## **6 ECONOMIC DEVELOPMENT INCENTIVES PROGRAM**

The need to attract new commercial and industrial development and jobs to Riverside County to reduce the need for long commutes to Orange and Los Angeles counties is important to the economic vitality and quality of life of Western Riverside County. A greater jobs – housing balance is needed immediately.

The Transportation Improvement Plan will provide an estimated \$40 million for this purpose. These funds will be used to create an Infrastructure Improvement Bank to improve existing interchanges, construct new interchanges, provide public transit linkages or stations, and make other improvements to the transportation system. Given the limited amount of funds available, the RCTC shall develop a program of competitive incentives to attract commercial and industrial development and jobs to locate within the Western Riverside County area.

In particular, the highest priority for these funds shall be for use in attracting key industrial development. For example, Western Riverside County through the provision of a needed interchange or transit service as a part of an overall package of incentives, could attract industrial development, which may have otherwise located elsewhere in California, in the United States or internationally.

## **7 BOND FINANCING**

Construction of the highway and rail projects and implementation of the local streets and roads and other programs identified in the Transportation Improvement Plan are needed as soon as possible. In order to accomplish this, some level of borrowing will be required. The Commission will determine the extent of borrowing that is reasonable as the program is implemented. Up to \$270 million, 8% of the revenues expected to be generated, will be made available for this purpose.

### **COACHELLA VALLEY AREA**

The Coachella Valley area is located in the central part of Riverside County and includes the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage. It also includes the unincorporated areas, and the reservations of the Agua Caliente Band of Cahuilla Indians, the Cabazon Band of Mission Indians, and the Torres Martinez Desert Cahuilla Indians. The Transportation Improvement Plan is designed to give flexibility to adjust to changing circumstances and to

- Improve Traffic Flow and Reduce Congestion on Highway 111
- Add/Improve Interchanges on Highway 86 and I-10
- Provide funding for Local Streets and Roads Improvements
- Improve Safety and Visibility at Major Intersections and Arterial Roads
- Reduce Congestion by Improving Major Roadways Identified as Important by Local Governments in the Coachella Valley
- Provide Express East-West Transit Routes in the Coachella Valley
- Improve and Expand Public and Specialty Transit Service

## **1 STATE HIGHWAYS AND MAJOR REGIONAL ROAD PROJECT**

Fifty percent (50%) of the Measure "A" revenues will be used for State highways and regional road improvements. The Transportation Project Prioritization Study (TPPS), developed through the Coachella Valley Association of Governments (CVAG), will function as the Plan for future needs. Preventive maintenance of these Measure "A" funded arterials will be allowed, if a majority of the Coachella Valley local governments give approval.

The system improvements will be accomplished with a mix of Measure "A" funds, state and federal highway funds, and the existing Transportation Uniform Mitigation Fee (TUMF) on new development.

This segment of the Measure "A" Expenditure Plan will be implemented through the Coachella Valley Association of Governments.

## **2 LOCAL STREETS AND ROADS**

Thirty-five percent (35%) of the Measure "A" revenues will be returned to the cities and the county in the Coachella Valley and shall be used to assist with the funding local street and road improvements. These funds will supplement existing federal, state, and local funds. Local street improvements adjacent to new residential and business developments will continue to be paid for by the developers.

Cities and the county in the Coachella Valley must participate in the Transportation Uniform Mitigation Fee (TUMF) program to assist in the financing of the priority regional arterial system in order to receive these funds. If a city or the county chooses not to levy the TUMF, the funds they would otherwise receive for local streets and roads will be added to the Measure "A" funds for the Regional Arterial Program.

Allocations of funds to the cities and the county will be based on a formula weighted 50% on proportionate dwelling units and 50% on Measure "A" revenues generated within each jurisdiction. A Five-Year Capital Improvement Program for the use of these funds will be prepared and annually updated with public participation by each city and the county.

### **3 PUBLIC TRANSIT**

Fifteen percent (15%) of the Measure “A” revenues will be used to improve and expand public transit and specialized transportation services

#### **A Discount Fares and Expanded Transportation Services for Seniors and Persons with Disabilities**

For Seniors (age 60 and older) and persons with disabilities, access to healthcare, social services, shopping, and recreation is a key to quality of life. Sunline Transit Agency offers a full array of public transit and specialized transportation services at reduced prices to individuals in these special groups. Measure “A” funds will guarantee discounts continue for the next 30 years. Funds will also be used to expand services to meet future needs of the growing population of the valley.

#### **B Specialized Transportation Services**

In addition to providing SunBus public transit service, SunDial paratransit service, and SunLink express commuter service to Riverside, the Sunline Transit Agency offers specialized transportation services to Coachella Valley residents and visitors. These services include the Vets Express that provides free transportation to the Veterans Hospital in Loma Linda, SunTrip, that enables those beyond Sunline’s fixed route service area to receive reimbursement they can pay to volunteer drivers, and SunRide that coordinates the transportation services offered by many non-profit social service organizations. All of Sunline’s vehicles operate on clean, alternative fuels thereby preserving the environment and creating a healthier community while increasing access. Measure “A” funds will assist these and other types of specialized transportation services which may be implemented.

#### **C Bus Replacement and More Frequent Service**

Public bus transportation offers communities many benefits – reduced traffic congestion, reduced wear and tear on roads, reduced parking demand, and lower emissions. By providing access to schools, jobs and shopping, it is also a vital force in economic development. This is especially true in the Coachella Valley where nearly 75% of the 4 million annual SunBus riders take a bus to work and/or school. Public

transit buses have a 12-year life. Passage of Measure "A" will enable Sunline's fleet to be replaced as needed. Funds will also be used to increase frequency of service, which is the single most important factor in use of public transportation.

### **PALO VERDE VALLEY AREA**

The Palo Verde Valley area is located in the far eastern part of Riverside County. It is geographically separated from the Western and Coachella Valley areas. The population within the area is relatively small, and significant growth over the next 30 years is not anticipated.

The Palo Verde Valley is served by Interstate 10 which provides adequate connections to the more westerly portions of Riverside County and easterly to Arizona. Increasing transit needs can be adequately met using existing revenue sources available for that purpose. The greatest need for the Palo Verde Valley is additional funding to adequately maintain and rehabilitate local streets and roads.

All of the funding generated by Measure "A" returned to the Palo Verde Valley is to be used for local streets and roads. Funds shall be distributed to the City of Blythe and the County of Riverside by formula. The formula distribution is based 75% on proportionate population and 25% on sales tax revenues generated in each area.

### **MEASURE 'A' REVENUE ALLOCATIONS**

(\$ millions)

#### **Western County Area**

Highway Improvements	\$1,020
New Corridors	\$ 370
Commuter Rail / Intercity Bus/ Specialized Transit/ Commuter Services	\$ 390
Regional Arterial Projects	\$ 300
Local Streets and Road Improvements	\$ 970
Bond Finance	\$ 270
Economic Development Projects	\$ 40
<b>TOTAL</b>	<b>\$3,360</b>

#### **Coachella Valley**

Highways and Regional Arterials	\$ 628
Local Streets and Roads	\$ 439
Specialized and Public Transit	\$ 188
<b>TOTAL</b>	<b>\$1,255</b>

#### **Palo Verde Valley Area**

Local Street and Road Improvements	\$ 47
<b>TOTAL</b>	<b>\$ 47</b>



# **GENERAL PROVISIONS OF THE TRANSPORTATION IMPROVEMENT PLAN**

## **1 BASIS FOR REVENUE ESTIMATES**

Federal and state participation for highways, commuter rail, new corridors, and major non-highway roadway improvements is assumed to be \$40 million per year allocated biannually by the California Transportation Commission through the State Transportation Improvement Program (STIP) process. The Riverside County Transportation Commission currently programs 24.2% of these funds on a discretionary basis for projects. This practice will be continued in order to fund major improvements that will arise and have not been anticipated by this Transportation Improvement Plan.

Measure "A" revenue estimates have not been adjusted to reflect inflation. It is assumed that inflation revenue increases will be offset by inflation costs to deliver the projects. "Real Growth" is assumed to parallel countywide population growth. Based upon these factors, Measure "A" revenues over the 30-year period are assumed to be about \$4.665 billion.

## **2 BASIS FOR COST ESTIMATES**

All cost estimates for highway projects were developed by Caltrans based on a specific scope of improvements and are based on 2001 values. Future costs may increase due to inflation or other factors beyond the control of the Commission. The 2001 cost estimates are to be used to determine the proportionate distribution of funds to the categories of projects and programs identified in the transportation program.

## **3 STATE HIGHWAY AND MAJOR ARTERIAL PROGRAMS**

**A** Eligible state highway project costs include preliminary engineering, environmental clearances, design engineering, project management, right of way acquisition and long-term leases and construction. Measure "A" funds are intended to supplement and not replace existing federal and state sources. If it is determined by the Commission that Riverside County is not receiving its fair share of existing funds, sales tax funds may be directed to other types of transportation needs.

- B** The actual scope of the highway, and major arterial projects to be implemented is to be determined through a prioritization process, required environmental analysis, and full consideration of reasonable alternatives. Public participation during the environmental analysis process is required.
- C** The Commission shall establish a "State Highway Account" for funding capital expenditures for state highway improvements.

#### **4 PUBLIC TRANSIT**

- A** Eligible programs include special discount fares for the elderly and persons with disabilities, funding for computer assisted rideshare programs, commuter incentive programs, "seed" programs to encourage the creation of vanpools and buspools, bus capital replacement and additional bus service in the Coachella Valley, and capital and operating assistance for commuter rail expansion and intercity bus service implementation in the Western County area.
- B** Western County area commuter rail services are anticipated to continue to be operated by Metrolink on existing rail lines to Los Angeles, Orange and San Bernardino counties. Increasing the level of services will require negotiation of the appropriate agreements with the railroads and appropriate cost sharing between the counties served. Extension of service to the Moreno Valley area and the City of Perris is anticipated to be along the San Jacinto Branch Line owned by the Commission. Measure "A" funds will be used for operating costs and to match federal and state funds for capital improvements.
- C** Western County area intercity bus express services to be implemented are intended to specifically target commuters and provide a viable connection to the Metrolink service and transportation between and to key employment centers within the region.
- D** The Commission shall establish a "Public Transit Account" for funding these programs. The Commission shall determine which public transportation or specialized transportation services operators, and carpool/vanpool facilitating agencies, shall receive funding assistance. The Commission may directly provide or operate these services and programs if it is determined that they are the most appropriate agency to do so in the Western County area. In the Coachella Valley area, the services will be provided by the SunLine Transit Agency. Based on 30 year funding estimates, the amount of funds should be \$340 million for the Western County and \$188 million for the Coachella Valley area.

## **5 LOCAL STREETS AND ROADS PROJECTS**

- A** Eligible local street and road project costs include any environmental review and mitigation, engineering, right of way acquisition and, capital or maintenance cost. Decisions on projects are to be made by local jurisdictions, but subject to capital improvement requirements
- B** Annual population estimates used for the distribution formula for the Western County and Palo Verde Valley areas shall be from the State Department of Finance. Dwelling unit estimates used for the distribution formula in the Coachella Valley shall be from the Riverside County Planning Department. Actual State Board of Equalization retail sales transactions shall be used for the formula in all three areas. The County Planning Department shall estimate the share for each of the unincorporated areas for the three areas, from the total retail sales transactions for the total unincorporated area
- C** The Commission shall assure the cities and the County are in compliance with maintenance of effort requirements before allocating funds for local streets and roads. Further, the Commission shall not allocate funds to an individual city or the County for local streets and roads within the Western County and Coachella Valley areas unless the local agency is certified by the Coachella Valley Association of Governments or in the Western County Area by the Commission or the Western Riverside County Association of Governments as applicable, to be a participant in the Transportation Uniform Mitigation Fee (TUMF) program necessary for the implementation of the Regional Arterial Program in their area. The cities and the county in the Western County Area must participate in the Multi Species Habitat Conservation Plan (MSHCP) by endorsing the Permit Allocation and executing the Implementation Agreement with the resources agencies in order to be eligible to receive local streets and roads funds
- D** Funding which is not allocated to a city or the county because it is not a participant in the TUMF program in the Coachella Valley area and the TUMF and the MSHCP in the Western County area shall be allocated to the Regional Arterial Program in the geographic area in which the city or portion of the county is located

## **6 FUNDING FLEXIBILITY AND BONDING TO EXPEDITE PROJECTS**

The Commission may make maximum use of available funds by temporarily shifting allocations between geographic areas and transportation purposes. However, the proportionate shares for areas and purposes over the 30-year period may not be changed without an amendment of the Transportation Improvement Plan as required by law. Shifts may not be made without previous consultation with the affected agencies and two-thirds majority approval of the Board of Commissioners.

The Commission may also use bonds to speed implementation of some projects. Bonding will not be used without first determining that the benefits of an accelerated program outweigh the additional cost of interest on borrowing funds.

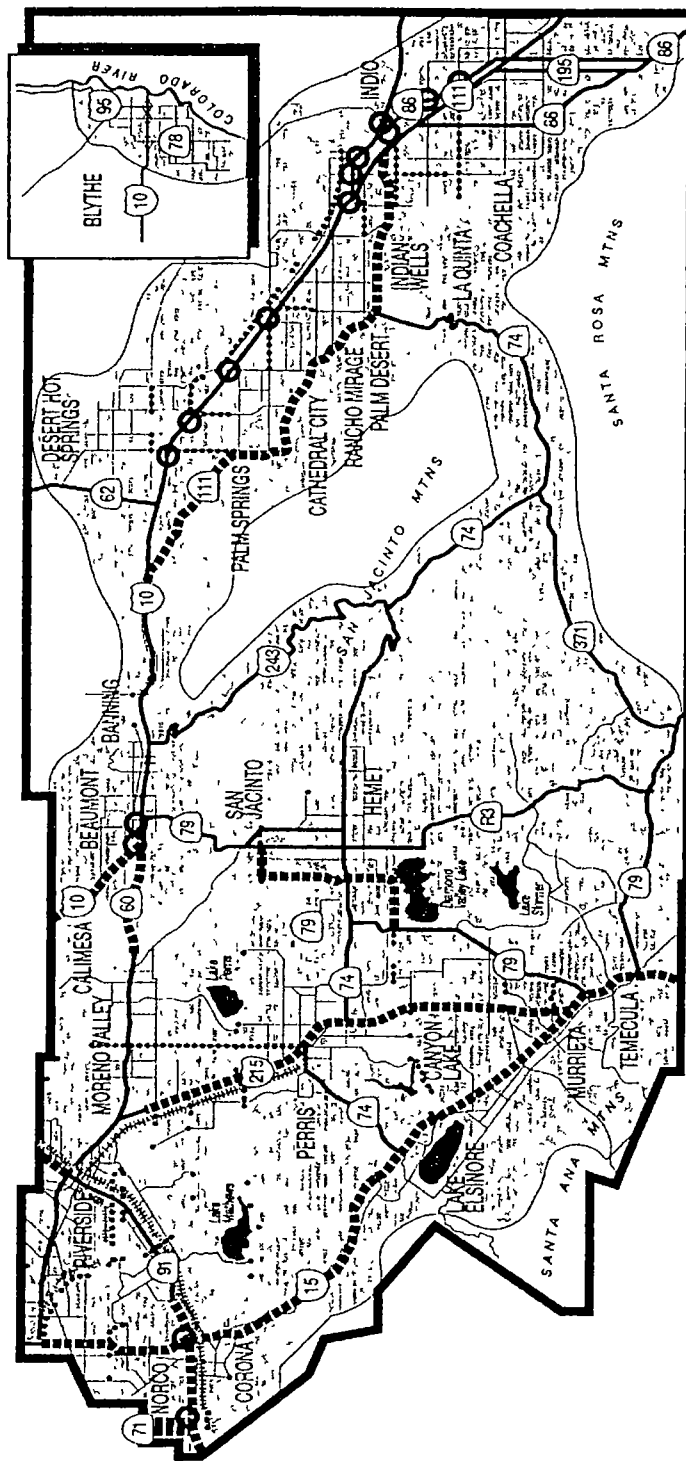
## **7 INFORMING THE PUBLIC OF LOCAL FUNDING SUPPORT**

All state highway, commuter rail, and regional arterial projects using \$1 million or more of sales tax revenues shall be signed to inform the public that local voter approved revenues are being used to support the project.

## **8 SEVERANCE PROVISIONS**

If any provision of this Transportation Improvement Plan is for any reason held invalid and unenforceable by a court of competent jurisdiction, that holding shall not effect the validity or enforceability of the remaining provisions, and the Commission declares that it would have passed each part of the Plan irrespective of the validity of any other part.

# Major Highway and Commuter Rail Projects Under the New Measure A Transportation Improvement Plan



- INTERCHANGE
- +++++ COMMUTER RAIL
- MAJOR ARTERIALS
- ===== FREEWAYS/HIGHWAYS



**AGENDA ITEM 9**

**PRESENTATION**