



MEETING AGENDA

TIME/DATE: 9:30 a.m. / Wednesday, May 12, 2021

Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the meeting will only be conducted via video conferencing and by telephone. Please follow the instructions on the following page to join the meeting remotely.

COMMISSIONERS

Chair – Jan Harnik

Vice Chair – V. Manuel Perez

Second Vice Chair – Bob Magee

Kevin Jeffries, 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
Jeff Hewitt, County of Riverside, District 5
David Happe / Alberto Sanchez, City of Banning
Lloyd White / David Fenn, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Wendy Hewitt, City of Calimesa
Jeremy Smith / Larry Greene, City of Canyon Lake
Raymond Gregory / Mark Carnevale, City of Cathedral City
Steven Hernandez / Denise Delgado, City of Coachella
Wes Speake / Jim Steiner, City of Corona
Scott Matas / Russell Betts, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Russ Brown, City of Hemet
Dana Reed / Donna Griffith, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Guillermo Silva, City of Jurupa Valley
Kathleen Fitzpatrick / Robert Radi, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bill Zimmerman / Dean Deines, City of Menifee
Yxstain Gutierrez / To Be Appointed, City of Moreno Valley
Scott Vinton / Lisa DeForest, City of Murrieta
Ted Hoffman / Katherine Aleman, City of Norco
Jan Harnik / Kathleen Kelly, City of Palm Desert
Lisa Middleton / Dennis Woods, City of Palm Springs
Michael M. Vargas / Rita Rogers, City of Perris
Ted Weill / Charles Townsend, City of Rancho Mirage
Chuck Conder / Erin Edwards, City of Riverside
Alonso Ledezma / Crystal Ruiz, City of San Jacinto
Matt Rahn / Maryann Edwards, City of Temecula
Ben J. Benoit / Joseph Morabito, City of Wildomar
Mike Beauchamp, Governor's Appointee Caltrans District 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA*

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

9:30 a.m.

Wednesday, May 12, 2021

Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the meeting will only be conducted via video conferencing and by telephone. Please follow the instructions below to join the meeting remotely.

INSTRUCTIONS FOR ELECTRONIC PARTICIPATION

Join Zoom Meeting

<https://rctc.zoom.us/j/85630694948>

Meeting ID: 856 3069 4948

One tap mobile

+16699006833,,85630694948# US (San Jose)

For members of the public wishing to submit comment in connection with the Commission Meeting please email written comments to the Clerk of the Board at lmobley@rctc.org prior to May 11, 2021 at 5:00 p.m. and your comments will be made part of the official record of the proceedings. Members of the public may also make public comments through their telephone or Zoom connection when recognized by the Chair.

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

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a 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** – 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 – ADOPTION OF A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF A FEE INTEREST IN PORTIONS OF CERTAIN REAL PROPERTY, BY EMINENT DOMAIN, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 305-080-092 (RCPN 1030), FOR THE PLACENTIA AVENUE WIDENING PROJECT, IN RIVERSIDE COUNTY, CALIFORNIA**

Page 1

Overview

This item is for the Commission to:

- 1) Conduct a hearing to consider the adoption of a Resolution of Necessity, including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolution of Necessity;
- 2) Make the following findings as hereinafter described in this report:
 - a) The public interest and necessity require the proposed project;
 - b) The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
 - c) The real property to be acquired is necessary for the project; and
 - d) The offer of just compensation has been made to the property owner;
- 3) Adopt Resolution of Necessity No. 21-006 described as *“Adoption of a Resolution of Necessity for the Acquisition of a Fee Interest in Portions of Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Number 305-080-092 (RCPN 1030), Located in Perris, Riverside County, California, for the Placentia Avenue Widening Project for the Placentia Ave Widening Project.”*

7. PUBLIC HEARING – PROPOSED BUDGET FOR FISCAL YEAR 2021/22

Page 14

Overview

This item is for the Commission to:

- 1) Discuss, review, and provide guidance on the proposed Fiscal Year 2021/22 Budget;
- 2) Open the public hearing in order to receive input and comments on the proposed FY 2021/22 Budget on May 12 and June 9, 2021, and thereafter close the public hearing; and
- 3) Approve an increase in the FY 2020/21 budget for revenues and expenditures for \$250,000 related to regional conservation right of way consultant costs.

8. 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.

8A. APPROVAL OF MINUTES – APRIL 14, 2021

Page 40

8B. SINGLE SIGNATURE AUTHORITY REPORT

Page 47

Overview

This item is for the Commission to receive and file the Single Signature Authority report for the third quarter ended March 31, 2021.

8C. AGREEMENTS FOR AUDIT AND ATTESTATION SERVICES

Page 49

Overview

This item is for the Commission to:

- 1) Award the following agreements to provide audit and attestation services for the Western Riverside County Measure A recipients and Transportation Development Act (TDA) claimants of the Commission and the member agencies of the Western Riverside County Regional Conservation Authority (RCA) for a three-year term, with three one-year options to extend the agreements in the total aggregate amount of \$1,524,661, plus a contingency amount of \$75,339, for a total aggregate amount not to exceed \$1,600,000:
 - a) Agreement No. 21-19-034-00 to BCA Watson Rice LLP;
 - b) Agreement No. 21-19-035-00 to Brown Armstrong Accountancy Corporation (Brown Armstrong);
 - c) Agreement No. 21-19-036-00 to Conrad LLP; and
 - d) Agreement No. 21-19-037-00 to Eide Bailly LLP;

- 2) Award the following agreements to provide audit and attestation services for the Eastern Riverside County Measure A Recipients and Transportation Development Act Claimants of the Commission for a three-year term, with three one-year options to extend the agreements in the total aggregate amount of \$413,160, plus a contingency amount of \$19,840, for a total aggregate amount not to exceed \$433,000:
 - a) Agreement No. 21-19-056-00 to Brown Armstrong; and
 - b) Agreement No. 21-19-057-00 to Conrad LLP;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements, including options years, on behalf of the Commission; and
- 4) Authorize the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for these audit and attestation services.

8D. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 256

Overview

This item is for the Commission to:

- 1) Receive and file an update on state and federal legislation;
- 2) Adopt the following bill positions:
 - a) SB 261 (Allen) – Oppose.

8E. 2021 MID-CYCLE STATE TRANSPORTATION IMPROVEMENT PROGRAM FUNDING DISTRIBUTION AND PROGRAMMING

Page 271

Overview

This item is for the Commission to:

- 1) Approve the 2021 Mid-Cycle State Transportation Improvement Program (STIP) funding distribution among the three geographic areas in Riverside County per the adopted STIP Intracounty Memorandum of Understanding (MOU);
- 2) Approve programming \$10,069,068 of 2021 Mid-Cycle STIP Western Riverside County, Coachella Valley, and Palo Verde Valley funding capacity to the 71/91 Connector project, and submit the 2021 Mid-Cycle STIP to the California Transportation Commission (CTC);
- 3) Include programming Planning, Programming, and Monitoring (PPM) funds (2 percent of STIP programming capacity) in the amount of \$205,491 in Fiscal Year 2022/23;
- 4) Approve swapping the Coachella Valley STIP share with Surface Transportation Block Grant (STBG) funds in the amount of \$2,159,815;

- 5) Approve Agreement No. 07-71-028-04, Amendment No. 4 to Agreement No. 07-71-028-00, with the city of Blythe (Blythe) to trade \$43,297 of Palo Verde Valley STIP funds with Measure A Western Riverside County Highway funds to facilitate delivery of local arterial projects; and
- 6) Authorize the Executive Director, pursuant to legal counsel review, to execute Agreement No. 07-71-028-04 on behalf of the Commission upon CTC adoption of the 2021 Mid-Cycle STIP.

8F. AMENDMENT NO. 1 TO AGREEMENT NO. 16-31-102-00 WITH COUNTY OF RIVERSIDE TO FUND A PROJECT STUDY REPORT FOR THE INTERSTATE 215/ETHANAC ROAD INTERCHANGE

Page 275

Overview

This item is for the Commission to:

- 1) Approve Amendment No. 1 to Agreement No. 16-31-102-00 with the County of Riverside (County) to utilize the remaining balance of \$1,041,716 of 2009 Measure A Western County New Corridors Program funds from the original agreement for the preparation of a Project Study Report (PSR) for the Interstate 215/Ethanac Road Interchange, for which the County will serve as lead agency; and
- 2) Authorize the Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission.

8G. INTERSTATE 15 EXPRESS LANES PROJECT DESIGN-BUILD CONTRACT FINAL ACCEPTANCE

Page 287

Overview

This item is for the Commission to approve Final Acceptance for the Interstate 15 Express Lanes Project (I-15 ELP or Project) Design-Build Contract, Agreement No. 16-31-057-00, with Skanska-Ames, a Joint Venture, subject to the Executive Director's verification that all contract requirements for Final Acceptance have been met.

8H. SMART FREEWAYS PILOT PROJECT

Page 290

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 21-31-063-00 with WSP USA Inc, (WSP) to provide professional services for preliminary engineering/environmental document, final design, construction support, and operations support services for Smart Freeway improvements on Interstate 15 (I-15) project (Project), from the San Diego county line to Winchester Road in the city of Temecula in an amount of \$3,866,809, plus a contingency amount of \$133,191, for a total amount not to exceed of \$4,000,000;
- 2) Approve Agreement No. 21-31-059-00 with Caltrans to obtain a State Highway Operation and Protection Program (SHOPP) Minor Funds contribution for a total amount not to exceed of \$1,200,000;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 4) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project.

8I. AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 19-33-004-00 WITH SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY FOR CONSTRUCTION OF THE RIVERSIDE LAYOVER FACILITY IMPROVEMENT PROJECT

Page 361

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 19-33-004-01, Amendment No. 1 to Agreement No. 19-33-004-00, between the Commission and Southern California Regional Rail Authority (SCRRA) for the construction of the Riverside Layover Facility Improvement project (Project) in the amount of \$99,999, plus a contingency amount of \$10,000, for an additional amount of \$109,999, and a total amount not to exceed \$281,999;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the cooperative agreement on behalf of the Commission; and
- 3) Authorize the Executive Director or designee to approve the use of a contingency, as may be required for these services.

8J. QUARTERLY REPORTING OF CONTRACT CHANGE ORDER FOR CONSTRUCTION CONTRACTS

Page 368

Overview

This item is for the Commission to receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the past three months ending March 31, 2021.

8K. LOW CARBON TRANSIT OPERATIONS PROGRAM RESOLUTION

Page 371

Overview

This item is for the Commission to adopt Resolution No. 21-005, “*Resolution of the Riverside County Transportation Commission Regarding Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program for the Expanded Perris Valley Line Operations Project Fiscal Year 2022 Funds in the Amount of \$864,540*”.

9. MEASURE A SPECIALIZED TRANSIT AWARD RECOMMENDATIONS FOR FISCAL YEARS 2021/22 – 2023/24

Page 375

Overview

This item is for the Commission to:

- 1) Approve the staff recommendations for the Measure A Western Riverside County Specialized Transit Program Fiscal Year (FY) 2021/22 - 2023/24 Call for Projects totaling \$8,951,257;
- 2) Approve an allocation of \$150,000 for a specialized transit pilot program for the city of Menifee (City);
- 3) Direct staff to prepare agreements with the award recipients to outline the scope, project schedules, and local funding commitments; and
- 4) Authorize the Chair or Executive Director to execute the agreements with the award recipients, pursuant to legal counsel review.

10. COACHELLA VALLEY-SAN GORGONIO PASS RAIL CORRIDOR TIER 1 PROGRAM DRAFT ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT

Page 380

Overview

This item is for the Commission to receive and file an update on the Coachella Valley-San Gorgonio Pass Rail Corridor Service Planning Study with the imminent release of the Draft Tier 1 Program Draft Environmental Impact Statement/Environmental Impact Report.

11. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

12. COMMISSIONERS / EXECUTIVE DIRECTOR REPORT

Overview

This item provides the opportunity for the Commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.

13. CLOSED SESSION

13A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Agency Negotiator: Executive Director or Designee

Item	Property Description	Property Owner	Buyer(s)
1	210-180-011, 034, 045, and 210-190-001	RCTC	Alexey Zaboloskikh
2	118-160-021	RCTC	SPX Investment, LLC
3	102-092-030, 031, 102-101-002, 033, 035, 037	RCTC	Realm AC, LLC

14. ADJOURNMENT

The next meeting of the Commission is scheduled to be held on **Wednesday, June 9, 2021**, via Zoom.

AGENDA ITEM 6

PUBLIC HEARING

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Hector Casillas, Right of Way Manager Marlin Feenstra, Project Delivery Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Adoption of a Resolution of Necessity for the Acquisition of a Fee Interest in Portions of Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Number 305-080-092 (RCPN 1030), for the Placentia Avenue Widening Project, in Riverside County, California

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Conduct a hearing to consider the adoption of a Resolution of Necessity, including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolution of Necessity;
- 2) Make the following findings as hereinafter described in this report:
 - a) The public interest and necessity require the proposed project;
 - b) The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
 - c) The real property to be acquired is necessary for the project; and
 - d) The offer of just compensation has been made to the property owner;
- 3) Adopt Resolution of Necessity No. 21-006 described as *“Adoption of a Resolution of Necessity for the Acquisition of a Fee Interest in Portions of Certain Real Property, by Eminent Domain, More Particularly Described as Assessor Parcel Number 305-080-092 (RCPN 1030), Located in Perris, Riverside County, California, for the Placentia Avenue Widening Project for the Placentia Ave Widening Project.”*

BACKGROUND INFORMATION:

At its June 2018 meeting, the Commission approved a memorandum of understanding between the city of Perris (City) and the Commission, in which the Commission agreed to acquire the right of way between October 2018 and January 2022 for the City’s project to widen Placentia Avenue.

For the benefit of the City’s project, the Commission is being asked to consider the adoption of a Resolution of Necessity declaring its intent to acquire a fee interest in portions of certain real

property, by eminent domain, more particularly described as Assessor Parcel No. 305-080-092 (RCPN 1030) for the construction related to the City's Placentia Avenue Widening Project, in Riverside County, California (the Project).

The acquisition is required for the Project. The segment of Placentia Avenue that would be widened as part of the Project will provide key access to the I-215/Placentia Avenue interchange when it is completed for travelers in the Project vicinity.

A preliminary title report was obtained from Commonwealth Title Insurance Company to confirm and identify the record owner of the parcel affected by the Project. The Commission then served the affected property owner with a notice of the Commission's decision to appraise the property.

The Commission had the property appraised and made an offer to the record owner. Negotiations have been unsuccessful for the purchase of the interests necessary for the Project. Negotiations will continue after adoption of a Resolution of Necessity for the property interest.

Since an agreement has not been reached with the owner of record, it may be necessary to acquire the fee interest described in the attachments by eminent domain. The initiation of the eminent domain process is accomplished by the Commission's adoption of a Resolution of Necessity for the affected property.

Description of Property to Be Acquired

Assessor Parcel No. 305-080-092 (RCPN 1030) is owned by Coreslab Structures (LA) Inc. The property is located at 150 W. Placentia Avenue, in Perris, Riverside County, California. The property is occupied with an operating business. The Commission desires to acquire the portion of the property to accommodate the widening of Placentia Avenue. The legal descriptions and depictions of the property to be acquired is attached and marked as Exhibit "A" in Attachment 1.

Project Description

This Project is known as the Placentia Ave Widening Project. The Project is a partnership between the Commission and the city of Perris. In conjunction with the Commission and the Placentia Interchange Project, the City will be widening Placentia Avenue from two lanes to four lanes from the intersection of Indian Avenue to Perris Avenue. This will include various improvements, such as sidewalk, curb and gutter, and storm drain.

Construction is expected to commence in winter 2021 and extend through approximately summer 2022.

Hearings and Required Findings

The action requested of the Commission at the conclusion of this hearing is the adoption of a Resolution of Necessity, authorizing the acquisition of real property interests by eminent domain. The property owner is Coreslab Structures (LA) Inc. This will be a fee acquisition of portions of the property.

The property is further identified in the legal description and depiction attached hereto as part of Attachment 1.

California eminent domain law provides that a public entity may not commence with eminent domain proceedings until its governing body has adopted a resolution of necessity, which resolution may only be adopted after the governing body has given each party with an interest in the affected property, or their representatives, a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project;
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
3. The real property to be acquired is necessary for the project; and
4. The offer of just compensation has been made to the property owner.

A notice of the hearing was sent by first class mail to the property owner and stated the Commission's intent to consider the adoption of a resolution, the right of the property owner to appear and be heard on these issues, and that failure to file a written request to appear would result in a waiver of the right to appear and be heard. The Commission has scheduled this hearing at which all persons who filed a written request within 15 days of the date of notice was mailed may appear and be heard. The Commission's legal counsel mailed the required notices to the property owner, on April 26, 2021, in accordance with California Code of Civil Procedure, section 1245.235.

The property owner was also invited to meet with Commission and city of Perris staff to address any concerns the property owner may have with the design of the Project in the manner proposed and the necessity of the acquisition.

The four required findings are addressed as follows:

1. Public Interest and Necessity Require the Proposed Project

The Project will improve traffic flow and enhance safety.

2. The Project Is Planned Or Located In A Manner That Will Be Most Compatible With The Greatest Public Good And The Least Private Injury

A thorough analysis was conducted to find the single best location for this Project. Environmental analyses and findings indicate that this site uniquely satisfies the engineering, public health, and environmental issues, and this location is the most compatible with the greatest public good. This location will result in the least private injury.

3. The Property Sought To Be Acquired Is Necessary For The Proposed Project

As described above, a careful analysis was performed regarding this location and what property and property rights were needed, and these parcels meet all the desired characteristics for the construction of the improvements for the Project. Based on that analysis, the acquisition of the property is necessary for construction of the Project.

4. The Offer Of Just Compensation Has Been Made

An appraisal was prepared by the Commission's appraiser Scott Delahooke, MAI, of The Delahooke Appraisal Company, to establish the fair market value of the real property the Commission is seeking to acquire from the interest owned by the property owner identified herein. An offer of just compensation was made to the property owner to purchase the property interest, based on the approved appraisal, as required by Section 7267.2 of the California Government Code. Although negotiated settlements may still be possible, and will be pursued by staff, it would be appropriate to commence the procedures to acquire the interests sought through eminent domain, to ensure that the property will be available to meet the time frames associated with the Placentia Avenue Widening Project.

Environmental Analysis

Compliance with the California Environmental Quality Act has been satisfied by the city of Perris through an initial study. The approval date of the initial study is May 26, 2020. The determination finds the Project will not have a significant effect on the environment and a negative declaration would be prepared.

Fiscal Impact

There is no fiscal impact as the amount of just compensation has been included in the Commission's FY 2020/21 and FY 2021/22 budgets.

Notice of Public Hearing

A notice of Hearing to Property Owners was mailed on April 26, 2021 to Coreslab Structures (LA) Inc., the owner of record. Of note, this corporation is based in Ontario, Canada. A notice was mailed to the corporate address, as well as to the local business in Perris, California, at the property described herein.

Attachments:

- 1) Resolution No. 21-006
- 2) Legal Description, Plat Map, and Aerial Map

RESOLUTION NO. 21-006

ADOPTION OF A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF A FEE INTEREST IN PORTIONS OF CERTAIN REAL PROPERTY, BY EMINENT DOMAIN, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NO. 305-080-092 (RCPN 1030), LOCATED IN PERRIS, RIVERSIDE COUNTY, CALIFORNIA, FOR THE PLACENTIA AVENUE WIDENING PROJECT.

WHEREAS, the Riverside County Transportation Commission (the “Commission”) proposes to acquire a fee interest in portions of certain real property, located in Riverside County, California, more particularly described as Assessor Parcel No. 305-080-092 (RCPN 1030), for the Placentia Avenue Widening Project, located in Perris, Riverside County, California, pursuant to the authority granted to it by section 130220.5 of the California Public Utilities Code; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a public hearing for Wednesday, May 12, 2021 at 9:30 a.m., and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, pursuant to Governor Newsom’s Executive Order N-29-20, (March 18, 2020), the meeting will only be conducted via video conferencing and by telephone; and

WHEREAS, said hearing has been held by the Commission, and the affected property owner was afforded an opportunity to be heard on said matters; and

WHEREAS, the Commission may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure;

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

Section 1. Compliance with California Code of Civil Procedure. There has been compliance by the Commission with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 2. Public Use. The public use for the fee interest in the portions to be acquired is for the Placentia Avenue Widening Project in Riverside County, California. Section 130220.5 of the California Public Utilities Code authorizes the Commission to acquire, by eminent domain, property necessary for such purposes.

Section 3. Description of Property. Attached and marked as Exhibit “A” are the legal definitions, legal descriptions and plat maps, respectively, of the interests to be acquired by

the Commission, which describe the general location and extent of the property with sufficient detail for reasonable identification.

Section 4. Findings. The Commission hereby finds and determines each of the following:

- (a) The public interest and necessity require the proposed project;
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The property defined and described in Exhibit "A" is necessary for the proposed project; and
- (d) The offer required by section 7267.2 of the California Government Code was made.

Section 5. Use Not Unreasonably Interfering with Existing Public Use. Some or all of the real property affected by the interest to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the Commission and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the Commission is authorized to acquire the herein described interest subject to such existing public use pursuant to section 1240.510 of the California Code of Civil Procedure.

Section 6. More Necessary Public Use. Some or all of the real property affected by the interest to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the Commission finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the Commission is authorized to acquire the herein described real property appropriated to such existing public uses pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the affected real property that it determines are reasonably necessary to mitigate any adverse impact upon the existing public use.

Section 7. Further Activities. Counsel for the Commission is hereby authorized to acquire the hereinabove described real property in the name of and on behalf of the Commission by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further

authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the Commission to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action, or other proceedings or transactions required to acquire the subject real property.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 12th day of May, 2021.

Jan C. Harnik, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board Riverside
County Transportation Commission

EXHIBIT "A"
LEGAL DESCRIPTION
A.P.N. 305-080-092

PARCEL "A"

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 12458, AS SHOWN BY MAP ON FILE IN BOOK 85 OF PARCEL MAPS, AT PAGE 5, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY TERMINUS OF THE LINE WITH A BEARING OF SOUTH 89 ° 03' 41" EAST AND A DISTANCE OF 27.46 FEET AS DESCRIBED IN PARCEL 2 OF THE OFFER OF DEDICATION RECORDED NOVEMBER 12, 1987 AS INST NO. 1987-323692, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 47 ° 20' 09" WEST, ALONG THE BOUNDARY OF SAID OFFER OF DEDICATION, A DISTANCE OF 33.56 FEET:

THENCE NORTH 89 ° 25' 19" WEST, ALONG THE BOUNDARY OF SAID OFFER OF DEDICATION, A DISTANCE OF 3.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 30.00 FEET EASTERLY OF, AT A RIGHT ANGLE TO, CENTERLINE OF BARRETT AVENUE AS SHOWN ON SAID MAP;

THENCE SOUTH 00 ° 34' 35" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 40.13 FEET;

THENCE SOUTH 89 ° 25' 25" EAST, A DISTANCE OF 9.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 39.00 FEET EASTERLY OF, AT A RIGHT ANGLE TO THE CENTERLINE OF BARRETT AVENUE;

THENCE NORTH 00 ° 34' 35" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 25.00 FEET;

THENCE NORTH 54 ° 06' 49" EAST, A DISTANCE OF 30.28 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 64.00 FEET OF SAID PARCEL 2;

THENCE NORTH 88 ° 17' 49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 6.30 FEET TO A POINT ON A LINE WHICH IS AT A RIGHT ANGLE TO THE CENTERLINE OF PLACENTIA AVENUE AND PASSES THROUGH THE POINT OF BEGINNING;

THENCE NORTH 01 ° 42' 11" EAST, COURSE "A", ALONG SAID LINE, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 805 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL "B"

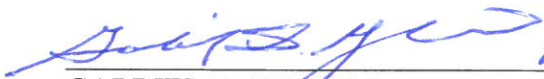
THE SOUTH 20.00 FEET OF THE NORTH 64.00 FEET OF PARCEL 2 OF PARCEL MAP NO. 12458, AS SHOWN BY MAP ON FILE IN BOOK 85 OF PARCEL MAPS, AT PAGE 5, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH LIES EASTERLY OF COURSE "A" IN HEREINABOVE DESCRIBED PARCEL "A".

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 12,038 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES SHOWN ON EXHIBITS "A" AND "B" ARE GRID AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM ZONE 6, NAD 83, EPOCH 1991.35.

PREPARED UNDER THE SUPERVISION OF


GABRIEL D. YBARRA
LAND SURVEYOR NO. 4343
REGISTRATION EXPIRES 06-30-2020

DATE

1-22-2019



EXHIBIT "B" PLAT

SHEET 1 OF 2 SHEET

SHOWING THE PROPOSED ACQUISITION OF RIGHT-OF-WAY OVER A PORTION OF PARCEL 2 OF PARCEL MAP NO. 12458 AS SHOWN BY MAP ON FILE IN BOOK 85, OF PARCEL MAPS, AT PAGE 5, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. LYING IN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE MERIDIAN.

CORESLAB STRUCTURES, LA, INC.
A.P.N. 305-080-092

SEE SHEET 2 OF 2
FOR DETAILS AND
LINE DATA CHART



PREPARED UNDER THE SUPERVISION OF:

Gabriel D. Ybarra 1/22/19
GABRIEL D. YBARRA L.S. 4343 DATE

Record Owner:

Coreslab Structures, LA, Inc.

Exhibit prepared by:

Action Surveys
1045 Main Street, Suite 102
Riverside, CA 92501
(951) 686-6166

Exhibit prepared for:

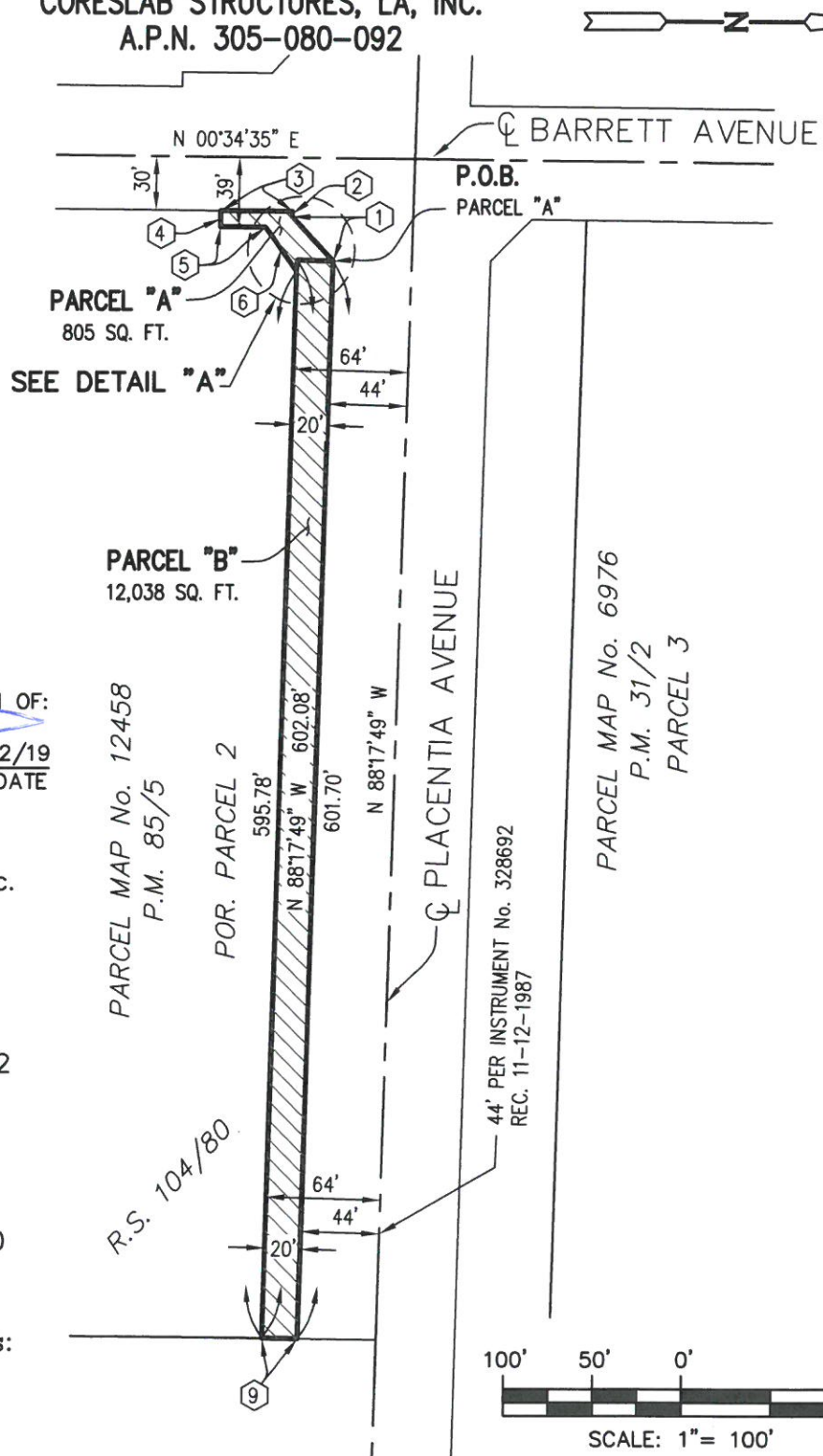
Tri Lake Consultants, Inc.
24 S. "D" Street, Suite 100
Perris, CA 92570
(951) 943-6504

Assessor's Parcel Numbers:

305-080-092

Date Exhibit Prepared:

January 22, 2019



W.O. 18-76

EXHIBIT "B" PLAT

SHEET 2 OF 2 SHEET

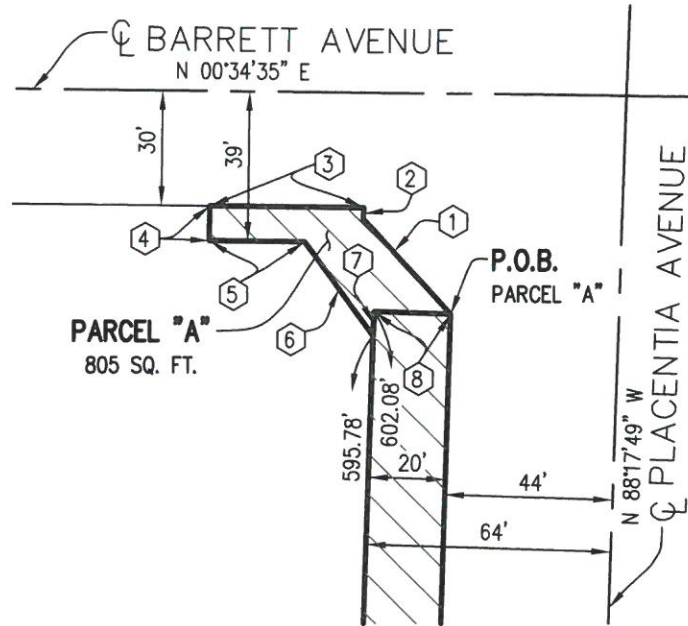
SHOWING THE PROPOSED ACQUISITION OF RIGHT-OF-WAY OVER A PORTION OF PARCEL 2 OF PARCEL MAP NO. 12458 AS SHOWN BY MAP ON FILE IN BOOK 85, OF PARCEL MAPS, AT PAGE 5, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. LYING IN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE MERIDIAN.

CORESLAB STRUCTURES, LA, INC.
A.P.N. 305-080-092



LINE DATA

N	BEARING	DISTANCE
1	S 47°20'09" W	33.56'
2	N 89°25'19" W	3.00'
3	S 00°34'35" W	40.13'
4	S 89°25'25" E	9.00'
5	N 00°34'35" E	25.00'
6	N 54°06'49" E	30.28'
7	N 88°17'49" W	6.30'
8	N 01°42'11" E	20.00'
9	N 00°36'45" E	20.00'



DETAIL "A"

SCALE: 1"=50'

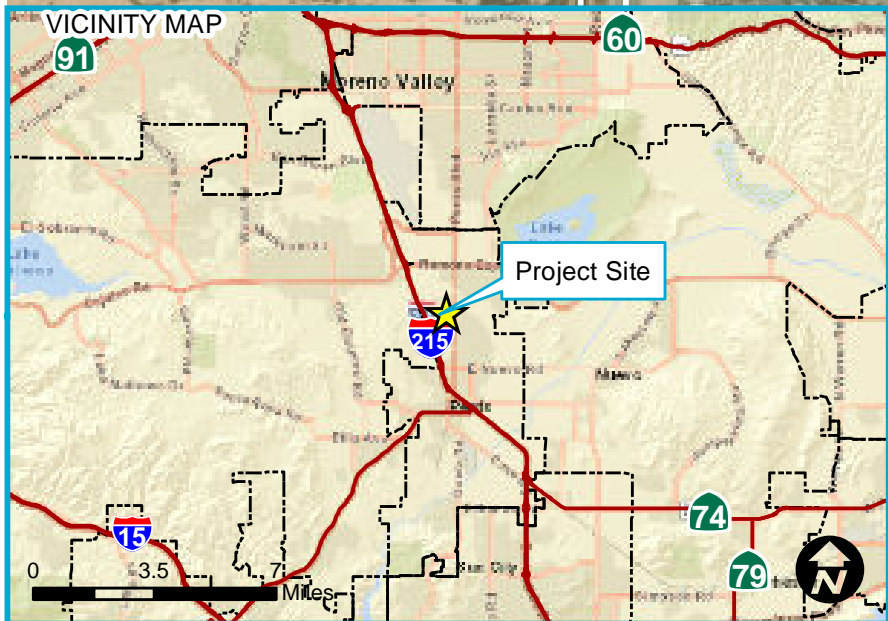






PREPARED UNDER THE SUPERVISION OF:

Gabriel D. Ybarra
GABRIEL D. YBARRA L.S. 4343 1/22/19 DATE

W.O. 18-76

APN 305-080-092



-  Project Site
-  City Boundary
-  Parcel Boundary
-  Centerline

AGENDA ITEM 7

PUBLIC HEARING

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Michele Cisneros, Deputy Director of Finance Theresia Trevino, Chief Financial Officer
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Proposed Budget for Fiscal Year 2021/22

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 2021/22 Budget;
- 2) Open the public hearing in order to receive input and comments on the proposed FY 2021/22 Budget on May 12 and June 9, 2021, and thereafter close the public hearing; and
- 3) Approve an increase in the FY 2020/21 budget for revenues and expenditures for \$250,000 related to regional conservation right of way consultant costs.

BACKGROUND INFORMATION:

Staff completed the initial budget preparation process and the attached executive summary for the proposed FY 2021/22 Budget. The policy goals and objectives approved by the Commission on March 10 were the basis for this budget. 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.

At the meeting, staff will present highlights of significant items included in the budget and seeks review of and input on the proposed FY 2021/22 Budget. Additionally, staff recommends opening of the public hearing on May 12. As a result of input received from the public and the Commission and any final staff revisions to budget amounts, staff will make the necessary changes to the budget document for the Commission's final review, closing of the public hearing, and adoption at its June 9 Commission meeting. Should there be any revisions to budget amounts after the May 12 Commission meeting, staff will provide a detailed reconciliation of such revisions.

DISCUSSION:

The Commission's budget is primarily project-driven, although the express lanes operations are service-driven. As a project-driven agency, the Commission accumulates funds, or reserves, for specific projects and programs – resulting in flexibility to adjust project development or programs especially in times of economic downturns. The proposed FY 2021/22 Budget anticipates that total uses will exceed total sources by approximately \$143 million. Similar to prior years, the accumulated reserves, which include bond proceeds issued in FY 2017/18, will fund the deficiency. In the executive summary, Tables 18-20 provide a summary of budgeted sources and uses from different perspectives (comparative, operating and capital, and fund).

Since the Commission is project-driven, personnel costs represents 1 percent of budgeted expenditures. Budgeted personnel costs reflect a 4 percent pool for performance merit-based salary increases and annual salary range adjustments.

With this budget, the Commission will continue to move forward current capital projects to construction, thereby providing a stimulus for the local economy. Significant capital projects include:

- Construction on the 60 Truck Lanes in the Badlands, 71/91 Connector in Corona, 91 Corridor Operations Project, Mid County Parkway's (MCP) first project at I-215/Placentia Avenue interchange in Perris, and Pachappa Underpass on SR-91 in downtown Riverside;
- Design-build activities on the 15/91 Express Lanes Connector in Corona and completion of the I-15 Express Lanes Project in northwestern Riverside County; and
- Preliminary engineering, final design, and/or right of way acquisition on the I-15 Express Lanes Project-Southern Extension, I-15 Express Lanes Corridor Operations Project, 71/91 Connector, and MCP's second construction project.

Other major capital project expenditures include pass-through funding for Measure A local streets and roads, the other SB 132 projects in northwestern Riverside County, Western County TUMF and Measure A regional arterial projects, and several commuter rail station upgrades and improvements. Table 21 in the executive summary presents a summary of highway, regional arterial, rail, and regional conservation program projects.

A public hearing to allow for public comment on the proposed budget is required prior to the adoption of the proposed budget, including the proposed salary schedule. **Accordingly, staff recommends the Commission opens the public hearing on May 12, continues the public hearing to June 9 followed by adoption of the proposed FY 2021/22 Budget.** In accordance with the Commission's fiscal policies, the budget must be adopted no later than June 15 of each year.

A summary of the proposed FY 2021/22 Budget is as follows:

	FY 2021/22 Budget
Revenues and other financing sources:	
Sales taxes-Measure A and Local Transportation Funds	\$ 295,000,000
Reimbursements (federal, state, and other)	338,753,900
Transportation Uniform Mitigation Funds, including reimbursements	11,000,000
State Transit Assistance	23,862,200
Tolls, penalties, and fees	65,123,700
Other revenues	657,300
Interest on investments	860,000
Debt proceeds	674,497,000
Transfers in	196,240,000
Total revenues and other financing sources	1,605,994,100
Expenditures and other financing uses:	
Personnel salaries and fringe benefits	15,005,000
Professional services	19,265,800
Support services	16,957,000
Projects and operations	765,682,900
Capital outlay	6,359,700
Debt service (principal, interest, and payment to escrow agent)	729,093,600
Transfers out	196,240,000
Total expenditures and other financing uses	1,748,604,000
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	(142,609,900)
Beginning fund balance (projected)	1,000,974,600
Ending fund balance (projected)	\$ 858,364,700

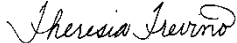
The proposed FY 2021/22 also assumes that the refinancing of the 91 Express Lanes toll revenue bonds and Transportation Infrastructure Finance and Innovation Act loan, originally approved at the March 2020 Commission meeting, will be completed. Amounts related to the refinancing are included in debt proceeds and debt service expenditures. Staff anticipates bringing an update on the refinancing and revised legal documents for Commission approval in the first half of FY 2021/22.

FY 2020/21 Budget Adjustment

In connection with the compilation of the FY 2021/22 Budget, staff determined that projected FY 2020/21 revenues and expenditures for the regional conservation program exceeded the budget amounts approved by the Commission in November 2020 in connection with approval of the Implementation and Management Services Agreement between the Commission and the Western Riverside County Regional Conservation Authority (RCA). Subsequent to the effective

date of the agreement, the Commission's right of way staff immediately assumed responsibility for the RCA's habitat acquisition program and began incurring costs through utilization of Commission right of way consultant contracts. Accordingly, staff recommends that the Commission approve an adjustment to increase the FY 2020/21 budget for reimbursement revenues and expenditures for \$250,000 related to regional conservation right of way consultant costs.

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2020/21	Amount:	\$250,000
Source of Funds:	RCA reimbursements			Budget Adjustment:	Yes
GL/Project Accounting No.:	r22001 81403 00000 0000 750 68 81402			\$250,000 expenditures	
	r22001 000 41608 750 68 41204			\$250,000 revenues	
Fiscal Procedures Approved:				Date:	04/14/2021

Attachment: Draft Proposed FY 2021/22 Budget Executive Summary

Approved by the Budget and Implementation Committee on April 26, 2021

In Favor: 11 Abstain: 0 No: 0

Executive Summary

Introduction

The budget for FY 2021/22 is presented to the Board of Commissioners (Board) and the citizens 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.

In early March 2020, the federal government as well as the California Governor issued emergency declarations related to the COVID-19 pandemic. Further, on March 19, 2020, the Governor issued an executive stay at home order to protect the health and well-being of all Californians and to establish consistency across the State to slow the spread of COVID-19. The County of Riverside also issued a directive to county residents supporting the Governor's executive order. Over the past year, the restrictions have been modified in response to the changing nature of the pandemic. The end of the COVID-19 pandemic appears to be in sight with vaccine distributions becoming widely available, more Californians returning to work or leisure activities with modified stay at home orders, and financial relief to families and businesses most impacted by the pandemic.

COVID-19 and the related government health orders have negatively impacted the local, regional, state, and federal economies; the magnitude and duration of these impacts remain uncertain. This budget is presented based on the best available economic information. The Board and staff will continuously monitor, assess, and adjust the budgeted revenue and expenditures as necessary throughout the crisis and duration of economic recovery.

Policy Goals and Objectives

As approved at its March 10, 2021 meeting, the Commission is driven by four core mission statements and underlying goals for the people of Riverside County and the transportation system upon which they rely:

QUALITY OF LIFE <i>RCTC is focused on improving life for the people of Riverside County and empowering them to live life at their pace.</i>	
Choice	RCTC empowers the residents of Riverside County to choose how to get safely to where they are going.
Environmental Stewardship	RCTC protects and preserves the County's environment for its residents.
Mobility	RCTC provides access, equity, and choice in transportation; RCTC is a mobility partner.
Equity	RCTC supports transportation services and projects that equitably benefit all residents, including 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.
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 create jobs and to protect public health.

OPERATIONAL EXCELLENCE <i>RCTC is a responsible and conservative steward of taxpayer dollars.</i>	
State of Good Repair	RCTC invests in road safety and maintenance in its residents' neighborhoods.
Promises Fulfilled	Projects are completed on-time, 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	Program and project delivery innovations drive results, savings, and greater economic opportunities for Riverside County residents.
Information	RCTC operations are transparent and easily accessible; customers get prompt, reliable, quality service.

CONNECTING THE ECONOMY <i>RCTC is a driver of economic growth in Riverside County.</i>	
Workforce Mobility	RCTC improves the economy by creating a robust workforce to workplace system; RCTC fosters workforce development by improving transportation access to major employment and education centers.
Population Growth	Since 1976, RCTC has been responsible for connecting the County's economy as the County's population has quadrupled from 550,000 to over 2.4 million today. RCTC is sensitive to each geographic area's unique needs.
Economic Impact	RCTC has invested over \$4.3 billion in the County's economy thanks to Measure A and toll revenues, which has a multiplier impact in terms of jobs and economic opportunity throughout Riverside County.

RESPONSIBLE PARTNER <i>RCTC partners with local, regional, and state governments to deliver road and transit projects.</i>	
Streets and Roads	RCTC has invested over \$1 billion in local priorities for maintaining streets and roads and fixing potholes.
Transit	RCTC partners with other transit operators to provide residents mobility choices, flexibility, intercity and intercounty connectivity, and access—especially during a post-pandemic recovery.
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 master and active transportation plans.
Grants	RCTC is a steward of state and federal grants to leverage Measure A dollars and improve our communities.
Local Measure A Value	RCTC invests Measure A dollars into projects and programs that benefit local communities throughout the County.

Staff used these core mission statements and goals to prepare this budget and develop the following short-term objectives to guide further the development of the FY 2021/22 budget.

Capital 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.
- Continue operations planning and design of projects led by other agencies.
- As lead agency for partner agency projects, continue construction of the I-15/Railroad Canyon Interchange project and commence preliminary engineering of the I-10/Highland Springs Avenue Interchange project.
- 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.

- Maintain and enhance communication and collaboration with the 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 express lanes and achieve high customer satisfaction through reduction in congestion, mobility improvements, and management of demand.
- Efficiently and cost effectively operate the commuter rail stations and facilities and 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

- Maintain an active involvement in state and federal legislative matters to ensure that the Commission receives proper consideration for transportation projects and funding.
- Monitor transit trends and the associated economic, social, and public health factors that impact ridership and create barriers to transit growth.
- Subsidize reliable and cost-effective Metrolink commuter rail service to and from Riverside County; SCRRA is the operator of Metrolink.
- Provide continued leadership in the planning and development of the Coachella Valley-San Geronimo Pass corridor rail service.
- Support innovative programs that provide transit assistance in hard to serve rural areas or for riders with special transit needs.
- Promote cost controls and operating efficiency for transit operators.
- Maintain effective partnerships among commuters, employers, and government to increase the efficiency of our transportation system by encouraging and promoting 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.
- Develop and execute a communications and public engagement strategy for the purposes of education, information, and customer service.
- Maintain administrative program delivery costs below the policy threshold of 4% of Measure A revenues; the FY 2021/22 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 2021/22 administrative salaries and benefits is 0.71% of Measure A revenues.
- Maintain prudent cash reserves to provide some level of insulation for unplanned expenditures.
- Maintain current strong bond ratings with rating agencies.
- Establish and maintain revenues and reserves generated from toll operations to be available for debt service in accordance with toll supported debt agreements; maintenance, repair, rehabilitation, administration and 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
Management Services				
Executive Management	X	X	X	X
Administration		X		
External Affairs	X	X		X
Finance		X		
Regional Programs				
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

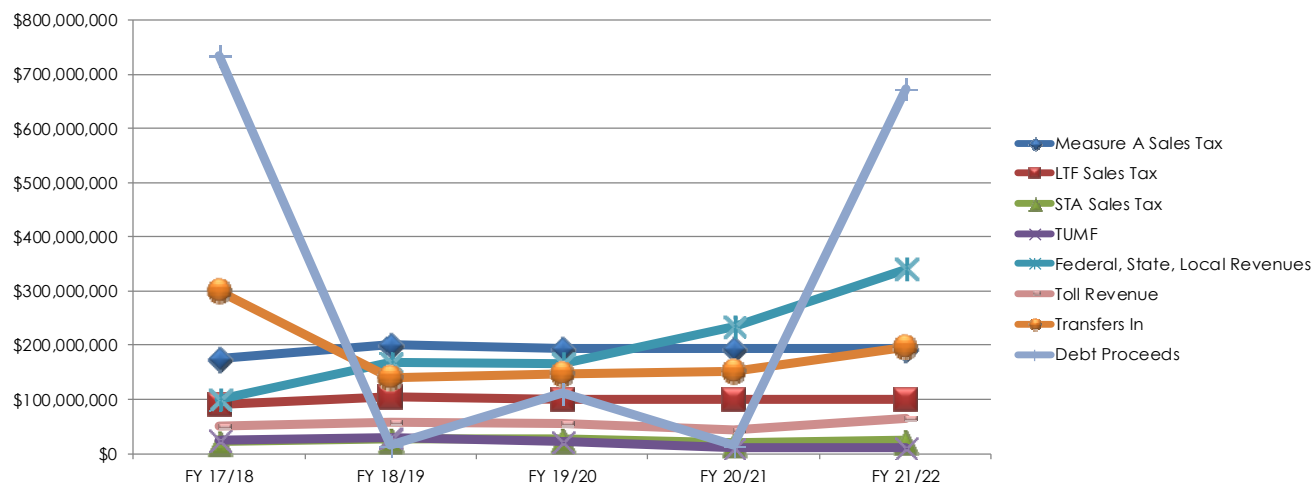
Total sources (Table 2) are budgeted at \$1,605,994,100, an increase of 108% over FY 2020/21 projected sources and 83% increase over the FY 2020/21 budget. Total sources are comprised of revenues of \$735,257,100, transfers in of \$196,240,000, and debt proceeds of \$674,497,000. The projected fund balance at June 30, 2021 available for expenditures/expenses (excluding amounts restricted for debt service of \$11,681,500 and advances receivable of \$19,384,700) is \$969,908,400. Accordingly, total funding available for the FY 2021/22 budget totals \$2,575,902,500.

Table 2 – Sources FY 2020-2022

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Measure A Sales Tax	\$ 195,036,300	\$ 195,000,000	\$ 195,000,000	\$ 195,000,000	\$ -	0%
LTF Sales Tax	100,283,600	100,000,000	100,000,000	100,000,000	-	0%
STA Sales Tax	27,796,500	28,915,700	19,015,100	23,862,200	(5,053,500)	-17%
Intergovernmental	147,620,000	273,315,400	227,107,700	338,753,900	65,438,500	24%
TUMF Revenue	23,257,900	15,500,000	11,000,000	11,000,000	(4,500,000)	-29%
Tolls, Penalties, and Fees	56,434,000	31,718,600	44,545,700	65,123,700	33,405,100	105%
Other Revenue	566,600	549,100	582,400	657,300	108,200	20%
Investment Income	18,491,600	3,545,500	6,462,500	860,000	(2,685,500)	-76%
Transfers In	146,618,000	179,922,600	152,650,800	196,240,000	16,317,400	9%
Debt Proceeds	111,301,900	47,371,900	15,661,000	674,497,000	627,125,100	1324%
TOTAL Sources	\$ 827,406,400	\$ 875,838,800	\$ 772,025,200	\$ 1,605,994,100	\$ 730,155,300	83%

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. Prior to the COVID-19 pandemic in early 2020, Riverside County's economy benefitted from employment gains due to 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. Improvements in the local labor market and housing advantages had increased economic activity contributing to stable sales tax revenue growth through FY 2018/19 as noted on Chart 3. Following the onset of the pandemic, the local unemployment rate increased while sales tax revenues declined 3% – less than anticipated – in FY 2019/20. During FY 2020/21, the local unemployment rate has declined and sales tax revenues have been better than anticipated. The strong sales tax revenues performance is attributable to the diversified economic taxable sales base in the County.

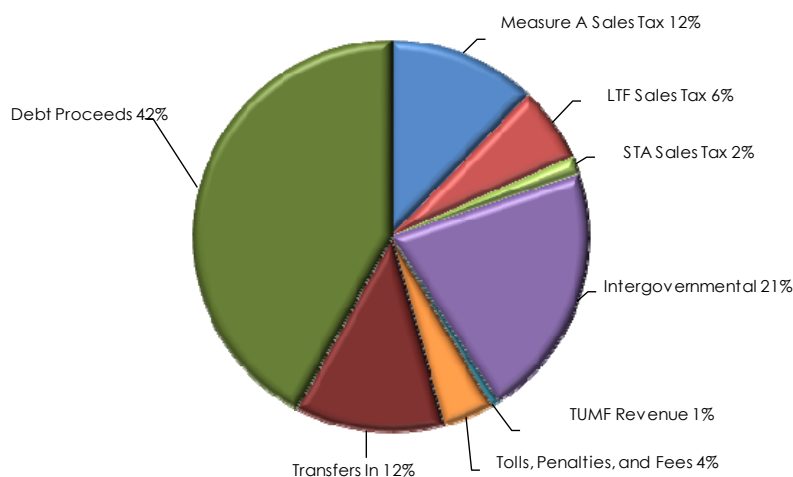
Chart 3 – Sources: Five-Year Trend



Regardless of the current and future economic conditions, the Commission faces formidable ongoing challenges in terms of providing needed infrastructure enhancements to support a population and an economy that has outgrown the capacity of its existing infrastructure. Fortunately, 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 Local Transportation Fund (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), as statutorily created and authorized successor to the former California State Board of Equalization.

Chart 4 – Sources: Major Categories



After considering the state of the local economy due to COVID-19, staff projects Measure A sales tax revenues of \$195,000,000 for FY 2021/22. This is no change from the FY 2020/21 revised projection of \$195,000,000. 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 2021/22 as the post COVID-19 impacts become known.

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 \$100,000,000, no change from the FY 2020/21 revised projection.

A statewide sales tax on motor vehicle diesel fuel generates State Transit Assistance (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 2021/22 STA/SGR allocations, based on recent State estimates, is \$23,862,200.

Intergovernmental revenues include reimbursement revenues from federal sources of \$107,431,400, state sources of \$210,931,000, and local agencies of \$20,391,500 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 24% in FY 2021/22 compared to the FY 2020/21 budget is related to increases in federal and state agency reimbursements offset by a decrease in local reimbursements. SB 132 provides state funding for the 15/91 Express Lanes Connector and pass-through funding to the County for the Hamner Bridge widening and to the County and city of Corona for grade separation projects. Other state reimbursements will fund the SR-60 Truck Lanes, 71/91 Connector, Mid County Parkway (MCP) I-215/Placentia Avenue Interchange, I-15/Railroad Canyon Interchange, and station rehabilitation projects. Federal reimbursements provide funding for the I-15 Express Lanes–Southern Extension, SR-91 Corridor Operations Project (91 COP), SR-60 Truck Lanes, 71/91 Connector, Pachappa Underpass, MCP second construction package, and station rehabilitation projects. In connection with the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the Commission anticipates that less than 2% of federal revenues will primarily support commuter rail stations and the commuter assistance program. Reimbursement revenues vary from year to year depending on project activities and funding levels.

Based on an amended Memorandum of Understanding (MOU) with the Western Riverside Council of Governments (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 2021/22 TUMF fees at \$11,000,000. The 29% decrease is related to additional TUMF zone reimbursements in the prior year for the Lake Elsinore I-15/Railroad Canyon Interchange project.

FY 2020/21 marked the fourth 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. As a result of COVID-19 stay at home orders, traffic and related revenues on the RCTC 91 Express Lanes declined below the 2018 updated study; however, traffic and related revenues have improved through February 2021 with traffic levels approximately 26% and revenues 41% lower than the same period through February 2020. Based on the anticipated impacts of post COVID-19 on the RCTC 91 Express Lanes, the Commission conservatively estimates FY 2021/22 toll revenues, penalties and fees of \$41,551,900 — a 47% increase from the FY 2020/21 projected revenues of \$28,205,000.

FY 2020/21 marked the initial 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 2021/22, the Commission projects \$23,571,800 in toll revenues, penalties and fees for the 15 Express Lanes.

Other revenue of \$657,300 includes property management generated from properties acquired in connection with various highway and rail properties.

The Commission anticipates a 76% decrease in FY 2021/22 investment income due to extremely conservative investment yield projections resulting from lower interest rates in FY 2020/21. The FY 2021/22 budget projects investment income at a 0.10% investment yield, compared to at least 0.50% in recent prior year budgets.

Transfers in of \$196,240,000 relate primarily to the transfer of available debt proceeds for highway projects; LTF funding for general administration, planning and programming, rail operations, and grade separation project allocations; approved interfund allocations for specific projects and administrative cost allocations; and debt service requirements from highway, new corridors, and regional arterial funds. Debt proceeds consist of \$6,919,000 in drawdowns from the federal Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan related to the I-15 Express Lanes Project and \$667,578,000 in senior lien and second lien toll revenue refunding bonds (2020 Refunding Bonds) from the anticipated refinancing of the Commission's 2013 Toll Revenue Senior Lien Current Interest Bonds and 2013 TIFIA Loan related to the 91 Project.

Total uses (Table 3), including transfers out of \$196,240,000, are budgeted at \$1,748,604,000, a 79% increase from the prior year budget amount of \$979,349,700. Program expenditures and transfers out totaling \$997,087,400 represent 57% of total budgeted uses in FY 2021/22. Program costs increased by 13% from \$880,658,200 in FY 2020/21 due to projects and programs identified below.

Table 3 – Uses FY 2020-2022

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Capital Highway, Rail, and Regional Arterials	\$ 422,079,000	\$ 586,548,100	\$ 408,752,400	\$ 633,370,100	\$ 46,822,000	8%
Capital Local Streets and Roads	58,983,400	59,152,100	59,152,100	59,138,400	(13,700)	0%
Commuter Assistance	3,938,600	5,333,900	3,356,500	4,785,600	(548,300)	-10%
Debt Service	76,885,000	76,638,900	76,948,600	729,093,600	652,454,700	851%
Management Services	20,849,300	22,052,600	19,789,600	22,423,000	370,400	2%
Motorist Assistance	7,334,000	8,994,900	6,981,800	9,096,100	101,200	1%
Planning and Programming	8,078,200	8,202,700	5,020,000	8,121,100	(81,600)	-1%
Public and Specialized Transit	124,913,900	123,932,200	74,284,200	164,063,200	40,131,000	32%
Rail Maintenance and Operations	31,015,900	51,199,500	40,245,500	42,153,100	(9,046,400)	-18%
Regional Conservation	-	2,050,000	2,030,300	5,570,500	3,520,500	172%
Toll Operations	16,299,800	35,244,800	25,799,100	70,789,300	35,544,500	101%
TOTAL Uses	\$ 770,377,100	\$ 979,349,700	\$ 722,360,100	\$ 1,748,604,000	\$ 769,254,300	79%

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

Capital highway, rail, and regional arterials budgeted uses of \$633,370,100 are 8% higher compared to the FY 2020/21 budget due to project activity on the I-15 Corridor Operations Project (15 COP), 15/91 Express Lanes Connector, County Hamner Bridge widening, County and city of Corona grade separation projects, MCP second construction package, 71/91 Connector, SR-60 Truck Lanes, and completion and close-out activities on the I-15 Express Lanes Project and 91 Project.

Local streets and roads expenditures of \$59,138,400 is comparative to the FY 2020/21 budget and represent the disbursements of 2009 Measure A to local jurisdictions for the construction, repair, and maintenance of local streets and roads.

Commuter assistance budgeted expenditures of \$4,785,600 are 10% lower than the FY 2020/21 budget due to a decline in projected vanpools and restructuring of rideshare/vanpool platforms.

Debt service of \$729,093,600 includes the refinancing of the 91 Project toll debt with proceeds from the 2020 Refunding Bonds. The Commission approved and budgeted for the refinancing in March 2020;

however, the Commission postponed the refinancing to FY 2021/22 due to market disruptions caused by COVID-19.

Management services expenditures of \$22,423,000 increased 2% due to four new positions approved by the Commission in November 2020. The positions were necessary for workload management and continuance of service levels specifically for the Finance and External Affairs departments in connection with the Commission serving as the management agency for the Western Riverside County Regional Conservation Authority (RCA) effective January 1, 2021. Expenditures include information technology equipment upgrades, communication and engagement efforts, financial advisory services, and debt service contribution.

Motorist assistance expenditures of \$9,096,100 increased 1% due to transfers out for SAFE matching funds to Freeway Service Patrol (FSP) and commuter assistance special projects.

Planning and programming budgeted expenditures of \$8,121,100 reflect a 1% decrease and is comparable to the FY 2020/21 budget.

Public and specialized transit budgeted expenditures of \$164,063,200 are 32% higher than the FY 2020/21 budget. With the increased federal funds available to help respond to COVID-19, operating subsidy expenditures for public transit decreased in the previous year.

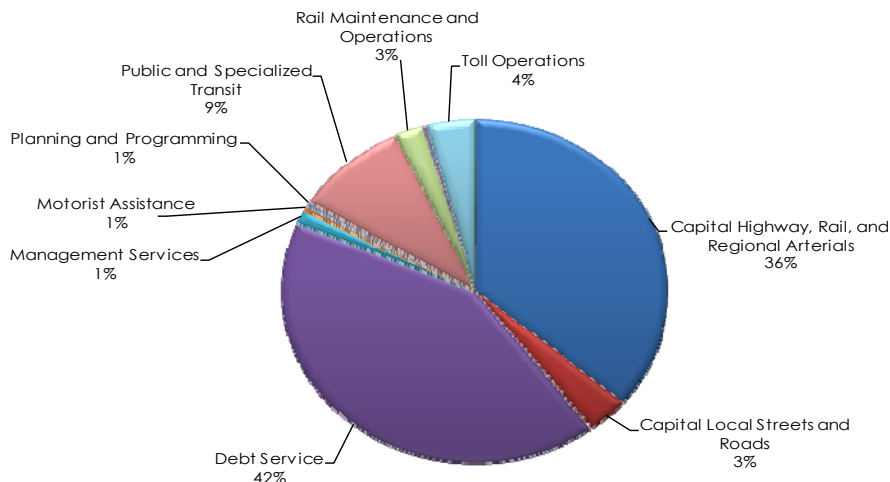
The rail maintenance and operations budgeted expenditures of \$42,153,100 are 18% lower than the FY 2020/21 budget due to the inability to obtain access agreements with the host railroads for the Indio special events train platform for the Coachella Valley-San Geronio Pass Corridor rail service.

Regional conservation budgeted expenditures of \$5,570,500 reflect a full year serving as the managing agency for the RCA, as FY 2020/21 includes six months after the effective date of the Implementation and Management Services Agreement between the Commission and the RCA.

Toll operations expenses are budgeted at \$70,789,300 to manage the operations, maintenance, and capital support of the RCTC 91 Express Lanes and 15 Express Lanes and to pay interest on 91 Express Lanes toll revenue debt. The 101% increase is due to a full year of 15 Express Lanes operations following opening in April 2021, required repair and rehabilitation activity on the RCTC 91 Express Lanes, and transfer of surplus toll revenues for the 15/91 Express Lanes Connector project.

Chart 5 is an illustration of total uses included in the FY 2021/22 budget by major categories.

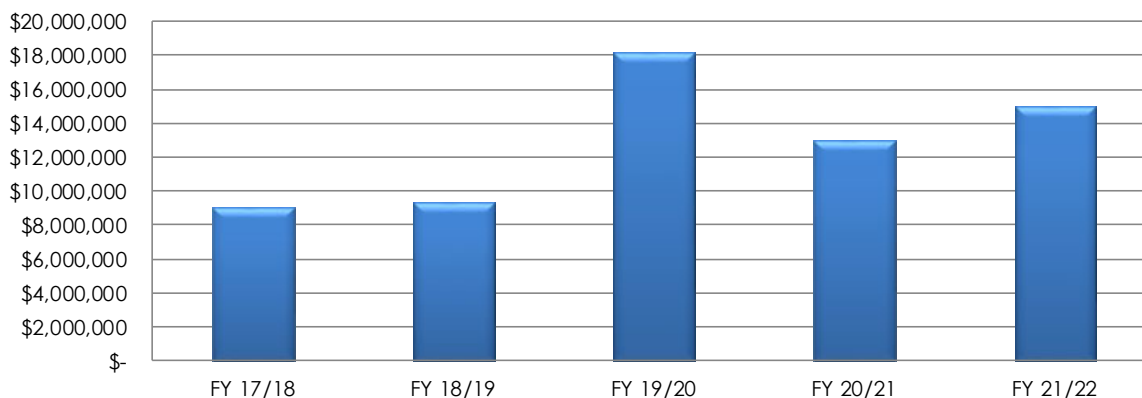
Chart 5 – Uses: Major Categories



Commission Personnel

The Commission's salaries and benefits total \$15,005,000 for FY 2021/22. This represents an increase of \$1,859,000 or 14% over the FY 2020/21 budget of \$13,146,000 (Chart 6). The increase relates primarily to additional staff positions related to regional conservation and to maintain management services levels for a full year, reinstating funding for previously approved positions, a 4% pool for performance merit-based salary increases, and an annual salary range cost of living adjustment. The 18% decrease from FY 2019/20 is due to the Commission's one-time disbursement to fund the California Public Employees Retirement System (CalPERS) net pension liability of \$8.6 million. The Commission's salary schedule for FY 2021/22 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



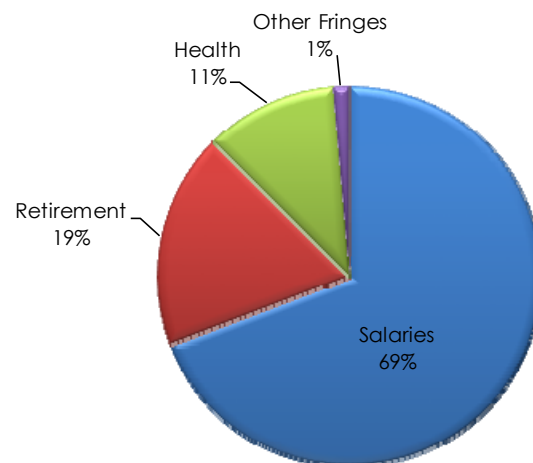
The 73 full-time equivalent (FTE) positions included in the FY 2021/22 budget (Table 4) remains consistent with the FY 2020/21 budget and reflects an increase of 23 FTE from FY 2019/20. The 23 FTEs include 15 regional conservation positions related to serving as managing agency for the RCA, four new management services positions, and reinstatement of funding for four approved but unfilled RCTC positions.

The Commission accomplished significant organization changes over the last year related to management of the RCA, toll operations, and various projects requiring substantial attention at many staff levels. Management continues to be firmly committed to the intent of 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 2020—2022

	FY 19/20	FY 20/21	FY 21/22
Executive Management	0.8	1.3	0.8
Administration	5.3	5.6	5.7
External Affairs	3.0	3.4	3.4
Finance	9.3	10.7	9.4
Planning and Programming	5.8	4.8	5.6
Rail Maintenance and Operations	3.5	4.4	4.4
Public and Specialized Transit	2.7	2.7	2.7
Commuter Assistance	1.5	1.8	1.7
Motorist Assistance	0.8	1.1	1.4
Regional Conservation	0.0	15.8	17.5
Capital Project Development and Delivery	13.3	17.3	13.7
Toll Operations	4.0	4.1	6.7
TOTAL	50.0	73.0	73.0

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 the 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 2020/21, major initiatives for FY 2021/22, 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 financial success.
- Actively monitor, assess, and manage financial implications of the COVID-19 crisis.
- Influence and monitor the implementation of SB 743 related to transportation impacts analysis and mitigation as part of CEQA.

- Continue planning efforts to advance passenger rail service in the Coachella Valley-San Geronio Pass 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 social media 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 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 628,300	\$ 482,200	\$ 482,200	\$ 345,300	\$ (136,900)	-28%
Professional	234,000	300,000	300,000	300,000	-	0%
Support	61,800	91,800	80,900	91,800	-	0%
TOTAL	\$ 924,100	\$ 874,000	\$ 863,100	\$ 737,100	\$ (136,900)	-16%

Administration

- Provide high quality support services to the Commission and to internal and external customers.
- Maintain transparency and public accessibility to Commission business during COVID-19 crisis.
- 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.

Table 6 – Administration

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 1,418,600	\$ 767,600	\$ 766,800	\$ 884,500	\$ 116,900	15%
Professional	1,029,500	1,113,600	1,011,500	1,241,600	128,000	11%
Support	823,500	1,212,400	887,600	1,350,400	138,000	11%
Capital Outlay	132,900	405,000	-	360,000	(45,000)	-11%
Debt Service	15,800	-	-	-	-	N/A
TOTAL	\$ 3,420,300	\$ 3,498,600	\$ 2,665,900	\$ 3,836,500	\$ 337,900	10%

External Affairs

- Develop effective partnerships with transportation providers to communicate a unified message to Congress regarding mobility needs.
- Advocate on behalf of Riverside County's interests regarding the implementation of SB 743 and the State's Climate Action Plan for Transportation Infrastructure (CAPTI).
- Advocate 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 transportation policies.
- Conduct a concerted outreach effort to new federal and state representatives on local transportation issues.
- Use modern technology to support a robust public communication and engagement effort focusing on accessible and transparent communication of the Commission's projects and programs.
- Build awareness and support for the RCA and the implementation of the Multiple Species Habitat Conservation Plan (MSHCP).

Table 7 – External Affairs

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 1,255,300	\$ 734,600	\$ 729,500	\$ 829,200	\$ 94,600	13%
Professional	671,800	1,020,500	990,500	1,014,900	(5,600)	-1%
Support	108,500	232,100	201,500	230,500	(1,600)	-1%
TOTAL	\$ 2,035,600	\$ 1,987,200	\$ 1,921,500	\$ 2,074,600	\$ 87,400	4%

Finance

- Proactively monitor, assess, manage, and minimize COVID-19 crisis 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 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 and automation of a paperless workflow system.
- 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 8 – Finance

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 2,569,200	\$ 1,686,500	\$ 1,672,800	\$ 1,676,700	\$ (9,800)	-1%
Professional	1,390,700	2,416,300	1,819,000	2,217,000	(199,300)	-8%
Support	359,400	669,000	678,000	933,800	264,800	40%
Capital Outlay	132,500	913,300	161,600	870,000	(43,300)	-5%
Transfers Out	10,033,300	10,007,700	10,007,700	10,077,300	69,600	1%
TOTAL	\$ 14,485,100	\$ 15,692,800	\$ 14,339,100	\$ 15,774,800	\$ 82,000	1%

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).

Table 9 – Planning and Programming

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 2,479,900	\$ 1,028,000	\$ 1,010,600	\$ 1,333,600	\$ 305,600	30%
Professional	950,300	1,167,300	314,000	473,000	(694,300)	-59%
Support	573,300	1,367,100	12,100	28,600	(1,338,500)	-98%
Projects and Operations	3,149,700	3,578,900	2,621,900	5,445,200	1,866,300	52%
Transfers Out	925,000	1,061,400	1,061,400	840,700	(220,700)	-21%
TOTAL	\$ 8,078,200	\$ 8,202,700	\$ 5,020,000	\$ 8,121,100	\$ (81,600)	-1%

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 Coachella Valley-San Gorgonio Pass 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

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 1,347,200	\$ 866,700	\$ 866,700	\$ 855,600	\$ (11,100)	-1%
Professional	858,600	2,530,000	1,282,900	1,972,900	(557,100)	-22%
Support	2,789,400	4,021,100	2,732,300	3,630,400	(390,700)	-10%
Projects and Operations	25,098,800	41,498,400	34,051,300	34,613,700	(6,884,700)	-17%
Capital Outlay	167,300	528,500	405,200	180,000	(348,500)	-66%
Transfers Out	754,600	1,754,800	907,100	900,500	(854,300)	-49%
TOTAL	\$ 31,015,900	\$ 51,199,500	\$ 40,245,500	\$ 42,153,100	\$ (9,046,400)	-18%

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 federal stimulus (CARES Act, Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), and American Rescue Plan Act of 2021 (ARPA)) allocations for COVID-19-related service impacts with transit operators.
- Monitor and coordinate state and federal 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 Transportation Development Act (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.
- Develop a TDA manual for transit operators receiving allocations from the Commission.

Table 11 – Public and Specialized Transit

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 878,400	\$ 523,100	\$ 450,000	\$ 551,700	\$ 28,600	5%
Professional	287,200	579,700	326,600	1,179,700	600,000	104%
Support	45,100	91,600	67,700	115,600	24,000	26%
Projects and Operations	99,483,500	101,383,700	55,546,100	143,681,400	42,297,700	42%
Transfers Out	24,219,700	21,354,100	17,893,800	18,534,800	(2,819,300)	-13%
TOTAL	\$ 124,913,900	\$ 123,932,200	\$ 74,284,200	\$ 164,063,200	\$ 40,131,000	32%

Commuter Assistance

- Operate a cost-effective Transportation Demand Management (TDM) program within the County that results in a reduction of single occupant vehicles, vehicle miles traveled, and emissions.
- Transition from a locally provisioned Inland Empire-based rideshare and vanpool system to a regional platform/database.
- Maintain and grow employer partnerships through value-added services and tools for rideshare and telework programs.
- Evaluate the feasibility of expanding Commuter Assistance services and incentives to the Coachella Valley to stimulate countywide employer and TDM participation.
- Maintain the long-term partnership with San Bernardino County Transportation Authority (SBCTA) to manage and implement a “sister” commuter assistance program for residents and employers in San Bernardino County; release a request for proposals (RFP) for the Commission and SBCTA's next evolution of the region's TDM program.
- Optimize park and ride facilities to support shared-ride arrangements and facilitate transit connections.

Table 12 – Commuter Assistance

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 638,200	\$ 401,700	\$ 401,700	\$ 321,800	\$ (79,900)	-20%
Professional	441,900	747,700	477,400	509,200	(238,500)	-32%
Support	18,900	179,700	3,500	57,900	(121,800)	-68%
Projects and Operations	2,561,500	3,742,000	2,211,100	3,600,600	(141,400)	-4%
Transfers Out	278,100	262,800	262,800	296,100	33,300	13%
TOTAL	\$ 3,938,600	\$ 5,333,900	\$ 3,356,500	\$ 4,785,600	\$ (548,300)	-10%

Motorist Assistance

- Maintain a high benefit-to-cost ratio related to the performance of the FSP program.
- Transition from a locally provisioned IE511 system to a regional southern California 511 solution.
- Implement a “mobile” call box program to supplement the existing fixed call box system and enhance access to motorist aid call center services.

Table 13 – Motorist Assistance

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 279,300	\$ 207,600	\$ 207,600	\$ 224,900	\$ 17,300	8%
Professional	361,100	534,500	491,300	535,300	800	0%
Support	272,300	203,800	170,800	203,600	(200)	0%
Projects and Operations	3,726,800	5,433,000	3,856,100	5,227,000	(206,000)	-4%
Transfers Out	2,694,500	2,616,000	2,256,000	2,905,300	289,300	11%
TOTAL	\$ 7,334,000	\$ 8,994,900	\$ 6,981,800	\$ 9,096,100	\$ 101,200	1%

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.
- Strengthen 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, state and federal agencies to manage lands purchased or controlled by the RCA.

Table 14 – Regional Conservation

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 3,337,700	\$ 1,837,700	123%
Professional	-	86,200	72,500	243,900	157,700	183%
Support	-	7,800	7,800	60,300	52,500	673%
Projects and Operations	-	256,000	250,000	500,000	244,000	95%
Transfers Out	-	200,000	200,000	1,428,600	1,228,600	614%
TOTAL	\$ -	\$ 2,050,000	\$ 2,030,300	\$ 5,570,500	\$ 3,520,500	172%

Capital Project Development and Delivery

- Continue project work on the 91 COP, I-15 Express Lanes–Southern Extension, 15/91 Express Lanes Connector, 15 COP, I-215/Placentia Avenue Interchange improvement, 71/91 Connector, SR-60 Truck Lanes, and MCP and Smart Freeway projects included in the Western County Delivery Plan as well as projects on behalf of other agencies, including the I-15/Railroad Canyon Interchange, I-10/Highland Springs Road Interchange, and Santa Ana River Trail.
- Continue design and operations planning of the 241/91 Express Lanes Connector and I-15 Express Lanes–Northern Extension led by other agencies.
- 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 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 5,909,500	\$ 3,584,000	\$ 3,583,200	\$ 3,094,800	\$ (489,200)	-14%
Professional	2,842,600	4,303,700	2,574,800	4,586,300	282,600	7%
Support	526,100	2,457,900	2,140,000	1,478,600	(979,300)	-40%
Projects and Operations	363,630,200	489,901,600	337,042,300	537,510,500	47,608,900	10%
Capital Outlay	3,364,700	3,927,500	3,642,500	4,769,700	842,200	21%
Debt Service	69,749,300	69,519,000	69,828,700	70,037,700	518,700	1%
Transfers Out	104,789,300	141,525,500	118,921,700	141,068,600	(456,900)	0%
TOTAL	\$ 550,811,700	\$ 715,219,200	\$ 537,733,200	\$ 762,546,200	\$ 47,327,000	7%

Toll Operations

- 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 using investment grade traffic and revenue studies and cost estimate assumptions specific to each express lane facility.
- Provide timely and effective reporting of toll operation metrics including revenue, transactions, carpool usage, and performance indicators.
- Support the design-build activities related to the 15/91 Express Lanes Connector and 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

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Personnel	\$ 786,200	\$ 1,364,000	\$ 1,364,000	\$ 1,549,200	\$ 185,200	14%
Professional	1,341,700	6,072,900	3,084,300	4,992,000	(1,080,900)	-18%
Support and Maintenance	3,321,300	5,576,100	3,462,700	8,775,500	3,199,400	57%
Projects and Operations	7,509,800	20,783,200	16,744,500	35,104,500	14,321,300	69%
Capital Outlay	417,300	308,300	3,300	180,000	(128,300)	-42%
Debt Service	7,119,900	7,119,900	7,119,900	659,055,900	651,936,000	9157%
Transfers Out	2,923,500	1,140,300	1,140,300	20,188,100	19,047,800	1670%
TOTAL	\$ 23,419,700	\$ 42,364,700	\$ 32,919,000	\$ 729,845,200	\$ 687,480,500	1623%

Fund Balances

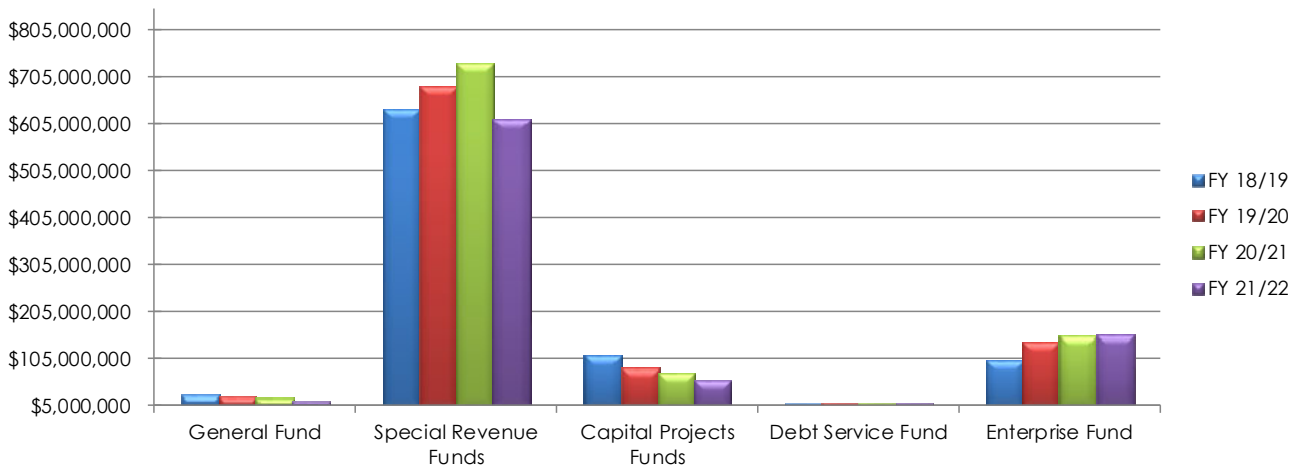
The projected total fund balance as of June 30, 2021 is \$1,000,974,600. The Commission expects the FY 2021/22 budgeted activities to result in an \$142,609,900 decrease of total fund balance at June 30, 2022 to \$858,364,700. The primary cause of the decrease is project activities in FY 2021/22 related to the I-15 Express Lanes Project completion, MCP project, I-15/Railroad Canyon Interchange, close-out activity on the 91 Project, 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, 2022.

Table 17 – Projected Fund Balances by Fund Type and Program at June 30, 2022

	Measure A Sales Tax				
	Western County	Coachella Valley	Palo Verde	Other	Total
Restricted:					
Bond Financing	\$ 16,239,600	\$ -	\$ -	\$ -	\$ 16,239,600
Commuter Assistance	16,208,900	-	-	-	16,208,900
Debt Service	-	-	-	11,693,200	11,693,200
Economic Development	6,853,900	-	-	-	6,853,900
Highways	40,494,300	43,823,700	-	60,412,600	144,730,600
New Corridors	54,373,300	-	-	-	54,373,300
Planning and Programming	-	-	-	1,610,500	1,610,500
Public and Specialized Transit	6,915,200	1,062,000	-	264,248,300	272,225,500
Rail	43,160,100	-	-	9,966,200	53,126,300
CETAP	-	-	-	26,806,100	26,806,100
Regional Arterials	58,574,500	-	-	23,115,400	81,689,900
Motorist Assistance	-	-	-	10,196,500	10,196,500
Toll Operations	-	-	-	157,784,000	157,784,000
Assigned:					
Management Services	-	-	-	4,826,400	4,826,400
TOTAL Fund Balance	\$ 242,819,800	\$ 44,885,700	\$ -	\$ 570,659,200	\$ 858,364,700

Chart 8 illustrates the actual and projected trends in fund balances for each governmental and enterprise fund type from FY 2018/19 through FY 2021/22.

Chart 8 – Projected Fund Balance Trends by Fund Type FY 2019 – 2022



Budget Summary

The overall budget for FY 2021/22 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 2020—2022

	FY 19/20 Actual	FY 20/21 Revised Budget	FY 20/21 Projected	FY 21/22 Budget	Dollar Change	Percent Change
Revenues						
Measure A Sales Tax	\$ 195,036,300	\$ 195,000,000	\$ 195,000,000	\$ 195,000,000	\$ -	0%
LTF Sales Tax	100,283,600	100,000,000	100,000,000	100,000,000	-	0%
STA Sales Tax	27,796,500	28,915,700	19,015,100	23,862,200	(5,053,500)	-17%
Federal Reimbursements	34,120,400	103,535,700	71,624,500	107,431,400	3,895,700	4%
State Reimbursements	109,840,500	149,063,600	140,552,600	210,931,000	61,867,400	42%
Local Reimbursements	3,659,100	20,716,100	14,930,600	20,391,500	(324,600)	-2%
TUMF Revenue	23,257,900	15,500,000	11,000,000	11,000,000	(4,500,000)	-29%
Tolls, Penalties, and Fees	56,434,000	31,718,600	44,545,700	65,123,700	33,405,100	105%
Other Revenue	566,600	549,100	582,400	657,300	108,200	20%
Investment Income	18,491,600	3,545,500	6,462,500	860,000	(2,685,500)	-76%
TOTAL Revenues	569,486,500	648,544,300	603,713,400	735,257,100	86,712,800	13%
Expenditures/Expenses						
Personnel Salaries and Benefits	18,190,100	13,146,000	13,035,100	15,005,000	1,859,000	14%
Professional and Support						
Professional Services	10,409,400	20,872,400	12,744,800	19,265,800	(1,606,600)	-8%
Support Costs	8,899,600	16,110,400	10,444,900	16,957,000	846,600	5%
TOTAL Professional and Support Costs	19,309,000	36,982,800	23,189,700	36,222,800	(760,000)	-2%
Projects and Operations						
Program Operations	22,888,500	39,249,300	31,794,400	41,120,600	1,871,300	5%
Engineering	10,969,300	30,450,200	17,366,100	26,462,300	(3,987,900)	-13%
Construction	74,650,500	206,182,700	132,862,700	266,474,600	60,291,900	29%
Design Build	143,977,800	100,615,600	60,650,100	97,959,000	(2,656,600)	-3%
Right of Way/Land	52,766,300	57,738,700	32,227,600	67,546,600	9,807,900	17%
Operating and Capital Disbursements	125,896,800	138,032,200	88,120,300	174,960,400	36,928,200	27%
Special Studies	482,900	1,403,000	150,000	2,021,000	618,000	44%
Local Streets and Roads	58,983,400	59,152,100	59,152,100	59,138,400	(13,700)	0%
Regional Arterials	14,544,800	33,753,000	30,000,000	30,000,000	(3,753,000)	-11%
TOTAL Projects and Operations	505,160,300	666,576,800	452,323,300	765,682,900	99,106,100	15%
Debt Service						
Principal Payments	27,253,700	28,495,000	28,495,000	518,386,600	489,891,600	1719%
Interest Payments	49,631,300	48,143,900	48,453,600	60,335,600	12,191,700	25%
Cost of Issuance	-	-	-	2,883,400	2,883,400	N/A
TOTAL Debt Service	76,885,000	76,638,900	76,948,600	581,605,600	504,966,700	659%
Capital Outlay	4,214,700	6,082,600	4,212,600	6,359,700	277,100	5%
TOTAL Expenditures/Expenses	623,759,100	799,427,100	569,709,300	1,404,876,000	605,448,900	76%
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	(54,272,600)	(150,882,800)	34,004,100	(669,618,900)	(518,736,100)	344%
Other Financing Sources (Uses)						
Transfers In	146,618,000	179,922,600	152,650,800	196,240,000	16,317,400	9%
Transfers Out	(146,618,000)	(179,922,600)	(152,650,800)	(196,240,000)	(16,317,400)	9%
Debt Proceeds	-	-	-	627,600,000	627,600,000	N/A
TIFIA Loan Proceeds	111,301,900	47,371,900	15,661,000	6,919,000	(40,452,900)	-85%
Bond Premium	-	-	-	39,978,000	39,978,000	N/A
Payment to Escrow Agent	-	-	-	(147,488,000)	(147,488,000)	N/A
Net Financing Sources (Uses)	111,301,900	47,371,900	15,661,000	527,009,000	479,637,100	1012%
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	57,029,300	(103,510,900)	49,665,100	(142,609,900)	(39,099,000)	38%
Beginning Fund Balance	894,280,200	951,309,500	951,309,500	1,000,974,600	49,665,100	5%
ENDING FUND BALANCE	\$ 951,309,500	\$ 847,798,600	\$ 1,000,974,600	\$ 858,364,700	\$ 10,566,100	1%

Table 19 – Operating and Capital Budget FY 2021/22

	FY 21/22 Operating Budget	FY 21/22 Capital Budget	FY 21/22 TOTAL Budget
Revenues			
Measure A Sales Tax	\$ 26,945,000	\$ 168,055,000	\$ 195,000,000
LTF Sales Tax	100,000,000	-	100,000,000
STA Sales Tax	23,862,200	-	23,862,200
Federal Reimbursements	18,343,600	89,087,800	107,431,400
State Reimbursements	8,493,500	202,437,500	210,931,000
Local Reimbursements	8,266,500	12,125,000	20,391,500
TUMF Revenue	-	11,000,000	11,000,000
Tolls, Penalties, and Fees	-	65,123,700	65,123,700
Other Revenue	-	657,300	657,300
Investment Income	333,500	526,500	860,000
TOTAL Revenues	186,244,300	549,012,800	735,257,100
Expenditures/Expenses			
Personnel Salaries and Benefits	10,292,100	4,712,900	15,005,000
Professional and Support			
Professional Services	9,667,500	9,598,300	19,265,800
Support Costs	6,702,900	10,254,100	16,957,000
TOTAL Professional and Support Costs	16,370,400	19,852,400	36,222,800
Projects and Operations			
Program Operations	12,491,300	28,629,300	41,120,600
Engineering	-	26,462,300	26,462,300
Construction	1,711,000	264,763,600	266,474,600
Design Build	-	97,959,000	97,959,000
Right of Way and Land	6,546,100	61,000,500	67,546,600
Operating and Capital Disbursements	174,060,400	900,000	174,960,400
Special Studies	2,021,000	-	2,021,000
Local Streets and Roads	-	59,138,400	59,138,400
Regional Arterials	-	30,000,000	30,000,000
TOTAL Projects and Operations	196,829,800	568,853,100	765,682,900
Debt Service			
Principal Payments	-	518,386,600	518,386,600
Interest Payments	-	60,335,600	60,335,600
Cost of Issuance	-	2,883,400	2,883,400
TOTAL Debt Service	-	581,605,600	581,605,600
Capital Outlay	1,410,000	4,949,700	6,359,700
TOTAL Expenditures/Expenses	224,902,300	1,179,973,700	1,404,876,000
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	(38,658,000)	(630,960,900)	(669,618,900)
Other Financing Sources (Uses)			
Transfers In	27,480,500	168,759,500	196,240,000
Transfers Out	(34,983,300)	(161,256,700)	(196,240,000)
Debt Proceeds	-	627,600,000	627,600,000
TIFIA Loan Proceeds	-	6,919,000	6,919,000
Bond Premium	(187,466,000)	39,978,000	(147,488,000)
Payment to Escrow Agent	187,466,000	(147,488,000)	39,978,000
Net Financing Sources (Uses)	(7,502,800)	534,511,800	527,009,000
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	(46,160,800)	(96,449,100)	(142,609,900)
Beginning Fund Balance	366,148,300	634,826,300	1,000,974,600
ENDING FUND BALANCE	\$ 319,987,500	\$ 538,377,200	\$ 858,364,700

Table 20 – Budget by Fund Type FY 2021/22

	General Fund	Special Revenue	Capital Projects	Debt Service	Enterprise	FY 21/22 TOTAL Budget
Revenues						
Measure A Sales Tax	\$ -	\$ 195,000,000	\$ -	\$ -	\$ -	\$ 195,000,000
LTF Sales Tax	-	100,000,000	-	-	-	100,000,000
STA Sales Tax	-	23,862,200	-	-	-	23,862,200
Federal Reimbursements	15,700,000	88,922,300	-	2,809,100	-	107,431,400
State Reimbursements	3,004,500	207,926,500	-	-	-	210,931,000
Local Reimbursements	312,300	19,238,400	-	-	840,800	20,391,500
TUMF Revenue	-	11,000,000	-	-	-	11,000,000
Tolls, Penalties, and Fees	-	-	-	-	65,123,700	65,123,700
Other Revenue	-	559,300	-	-	98,000	657,300
Investment Income	17,500	612,800	60,300	11,700	157,700	860,000
TOTAL Revenues	19,034,300	647,121,500	60,300	2,820,800	66,220,200	735,257,100
Expenditures/Expenses						
Personnel Salaries and Benefits	5,875,300	7,580,500	-	-	1,549,200	15,005,000
Professional and Support						
Professional Services	5,839,500	8,434,300	-	-	4,992,000	19,265,800
Support Costs	3,087,200	5,094,300	-	-	8,775,500	16,957,000
TOTAL Professional and Support Costs	8,926,700	13,528,600	-	-	13,767,500	36,222,800
Projects and Operations						
Program Operations	-	19,509,100	-	-	21,611,500	41,120,600
Engineering	-	26,312,300	-	-	150,000	26,462,300
Construction	1,711,000	254,980,600	-	-	9,783,000	266,474,600
Design Build	-	94,399,000	-	-	3,560,000	97,959,000
Right of Way/Land	-	67,546,600	-	-	-	67,546,600
Operating and Capital Disbursements	30,650,000	144,310,400	-	-	-	174,960,400
Special Studies	2,021,000	-	-	-	-	2,021,000
Local Streets and Roads	-	59,138,400	-	-	-	59,138,400
Regional Arterials	-	30,000,000	-	-	-	30,000,000
TOTAL Projects and Operations	34,382,000	696,196,400	-	-	35,104,500	765,682,900
Debt Service						
Principal Payments	-	-	-	29,995,000	488,391,600	518,386,600
Interest Payments	-	-	443,400	39,599,300	20,292,900	60,335,600
Cost of Issuance	-	-	-	-	2,883,400	2,883,400
TOTAL Debt Service	-	-	443,400	69,594,300	511,567,900	581,605,600
Capital Outlay	1,230,000	4,949,700	-	-	180,000	6,359,700
TOTAL Expenditures/Expenses	50,414,000	722,255,200	443,400	69,594,300	562,169,100	1,404,876,000
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	(31,379,700)	(75,133,700)	(383,100)	(66,773,500)	(495,948,900)	(669,618,900)
Other Financing Sources (Uses)						
Transfers In	24,671,200	101,974,500	-	69,594,300	-	196,240,000
Transfers Out	(1,613,300)	(155,387,600)	(16,241,900)	(2,809,100)	(20,188,100)	(196,240,000)
Debt Proceeds	-	-	-	-	627,600,000	627,600,000
TIFIA Loan Proceeds	-	6,919,000	-	-	-	6,919,000
Bond Premium	-	-	-	-	39,978,000	39,978,000
Payment to Escrow Agent	-	-	-	-	(147,488,000)	(147,488,000)
Net Financing Sources (Uses)	23,057,900	(46,494,100)	(16,241,900)	66,785,200	499,901,900	527,009,000
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	(8,321,800)	(121,627,800)	(16,625,000)	11,700	3,953,000	(142,609,900)
Beginning Fund Balance	23,356,800	735,068,300	77,037,000	11,681,500	153,831,000	1,000,974,600
ENDING FUND BALANCE	\$ 15,035,000	\$ 613,440,500	\$ 60,412,000	\$ 11,693,200	\$ 157,784,000	\$ 858,364,700

Table 21 – Highway, Regional Arterial, Rail, and Regional Conservation Program Projects FY 2021/22

Description	
HIGHWAY ENGINEERING	
71/91 Connector	\$ 1,380,000
91 Express Lanes	150,000
I-15 Express Lanes—Southern Extension	6,500,000
I-15 Corridor Operations Project	4,300,000
Mid County Parkway (MCP)	155,000
MCP I-215/Placentia Avenue Interchange	211,000
MCP Sweeney mitigation	10,000
MCP construction contract package	4,000,000
Riverside County-Santa Ana River Trail <i>(details presented in Sections 5.2 Planning and Programming and 5.3 Capital Projects)</i>	1,821,000
SR-74 corridor — Ethanac Road	1,041,800
SR-79 realignment	125,000
SR-60 Truck Lanes	50,000
General <i>(details presented in Section 5.3 Capital Projects)</i>	3,050,000
SUBTOTAL HIGHWAY ENGINEERING	22,793,800
REGIONAL ARTERIAL ENGINEERING	
I-15/Railroad Canyon Interchange	195,500
I-10/Highland Springs Avenue Interchange	1,158,000
SUBTOTAL REGIONAL ARTERIAL ENGINEERING	1,353,500
RAIL ENGINEERING	
Moreno Valley March Field station upgrade	200,000
Riverside layover facility	115,000
Riverside Downtown station track and platform	2,000,000
SUBTOTAL RAIL ENGINEERING	2,315,000
TOTAL HIGHWAY, REGIONAL ARTERIAL, AND RAIL ENGINEERING	\$ 26,462,300
HIGHWAY CONSTRUCTION	
15/91 Express Lanes Connector	\$ 4,840,000
71/91 Connector	5,739,000
91 Corridor Operations Project	16,049,000
91 Project	1,471,000
91 Express Lanes	9,783,000
Hamner Bridge widening	26,238,500
I-15 Express Lanes	9,591,000
I-15/Limonite Interchange	10,000
Jurupa Avenue grade separation	38,000,000
MCP I-215/Placentia Avenue Interchange	22,295,600
McKinley Avenue grade separation	51,000,000
Pachappa Underpass	6,129,000
SR-60 Truck Lanes	45,000,000
General <i>(details presented in Section 5.2 Planning and Programming)</i>	311,000
General <i>(details presented in Section 5.3 Capital Projects)</i>	45,000
SUBTOTAL HIGHWAY CONSTRUCTION	236,502,100
REGIONAL ARTERIAL CONSTRUCTION	
I-15/Railroad Canyon Interchange	12,900,000
Various Western County MARA and TUMF regional arterial projects	5,557,500
SUBTOTAL REGIONAL ARTERIAL CONSTRUCTION	18,457,500
RAIL CONSTRUCTION	
Moreno Valley-March Field station upgrade	9,815,000
Riverside layover facility	300,000
Other Riverside Downtown station mobility improvements <i>(costs and details presented in Section 5.2 Rail)</i>	1,400,000
SUBTOTAL RAIL CONSTRUCTION	11,515,000
TOTAL HIGHWAY, REGIONAL ARTERIAL, AND RAIL CONSTRUCTION	\$ 266,474,600

Description	
HIGHWAY DESIGN BUILD	
15/91 Express Lanes Connector	\$ 85,697,000
91 Corridor Operations Project	201,000
91 Express Lanes	3,560,000
91 Project	978,000
I-15 Express Lanes Project	7,323,000
I-15 Express Lanes - Northern Segment	200,000
TOTAL HIGHWAY DESIGN BUILD	\$ 97,959,000
HIGHWAY RIGHT OF WAY AND LAND	
60/215 East Junction high occupancy vehicle (HOV) lane connectors	\$ 5,000
71/91 Connector	1,150,000
91 Project	12,420,000
91 Corridor Operations Project	146,000
Jurupa Avenue grade separation	2,000,000
MCP	8,300,000
MCP I-215/Placentia Avenue Interchange	28,275,000
SR-60 Truck Lanes	120,000
Pachappa Underpass	110,000
Riverside County-Santa Ana River Trail <i>(details presented in Sections 5.2 Planning and Programming and 5.3 Capital Projects)</i>	155,000
SR-74/I-15 to 7th Street	5,000
SR-91 HOV lanes/Adams Street to 60/91/215 interchange	15,000
General <i>(details presented in Section 5.3 Capital Projects)</i>	676,100
SUBTOTAL HIGHWAY RIGHT OF WAY AND LAND	53,377,100
REGIONAL ARTERIAL RIGHT OF WAY AND LAND	
I-15/Railroad Canyon Interchange	30,000
I-10/Highland Springs Avenue Interchange	10,000
Various Western County MARA and TUMF regional arterial projects	11,045,000
SUBTOTAL REGIONAL ARTERIAL RIGHT OF WAY AND LAND	11,085,000
RAIL RIGHT OF WAY AND LAND	
Riverside layover facility	2,000
Riverside Downtown station track and platform	2,400,000
Moreno Valley - March Field rail upgrades	30,000
General	152,500
SUBTOTAL RAIL RIGHT OF WAY AND LAND	2,584,500
REGIONAL CONSERVATION RIGHT OF WAY AND LAND	
Regional Conservation acquisition consultant costs	500,000
TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION RIGHT OF WAY AND LAND	\$ 67,546,600
GRAND TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION PROGRAMS	\$ 458,442,500

AGENDA ITEM 8A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, April 14, 2021

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Jan Harnik at 9:33 a.m., via Zoom Meeting ID 820 6201 2974. Pursuant to Governor Newsom's Executive Order N-29-20.

2. ROLL CALL

Commissioners/Alternates Present

Ben J. Benoit
Brian Berkson
Chuck Conder
Joseph DeConinck
Waymond Fermon
Kathleen Fitzpatrick
Raymond Gregory
Yxstain Gutierrez
Jan Harnik
Steven Hernandez
Jeff Hewitt
Ted Hoffman
Kevin Jeffries
Linda Krupa
Alonso Ledezma
Clint Lorimore

Bob Magee
Scott Matas
Lisa Middleton
Linda Molina
Diane Morales
V. Manuel Perez
Matt Rahn
Dana Reed
Karen Spiegel
Jeremy Smith
Michael M. Vargas
Scott Vinton
Chuck Washington
Ted Weill
Lloyd White
Bill Zimmerman

Commissioners Absent

David Happe
Wes Speake

3. PLEDGE OF ALLEGIANCE

Commissioner Ted Hoffman 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 (Benoit/Weill) to approve the following Consent Calendar items.

Due to technical difficulties, there was no confirmation of Commissioners Joey DeConinck's and Chuck Conder's vote.

6A. APPROVAL OF MINUTES – MARCH 10, 2021

6B. QUARTERLY FINANCIAL STATEMENTS

Receive and file the Quarterly Financial Statements for the six months ended December 31, 2020.

6C. POLICY FOR IMPLEMENTATION OF SOLAR POWER SYSTEMS AT COMMISSION-OWNED PROPERTIES

- 1) Adopt a policy regarding the selection and installation of solar power systems at Commission-owned properties; and
- 2) Adopt Resolution No. 21-003, *"Resolution of the Riverside County Transportation Commission Regarding the Policy for Implementation of Solar Power Systems at Commission-Owned Properties"*.

6D. ACTIVE TRANSPORTATION PROGRAM CYCLE 5 – RIVERSIDE COUNTY PROJECT RECOMMENDATIONS FOR METROPOLITAN PLANNING ORGANIZATION REGIONAL PROGRAM

- 1) Approve the Riverside County Active Transportation Program (ATP) projects for inclusion in the Metropolitan Planning Organization (MPO) ATP Regional Program Cycle 5 consisting of the highest scoring projects in the total amount of \$11,305,000;
- 2) Authorize staff to adjust the ATP award request to include Riverside County – Public Health's Safe Routes for All – Hemet Project to maximize available funds in Riverside County;
- 3) Submit the list of recommended and contingency projects to the Southern California Association of Governments (SCAG) for inclusion in the MPO ATP Regional Program and subsequent submittal to the California Transportation Commission (CTC) for final approval in June 2021;
- 4) Authorize staff to request state-only ATP funds for all projects, which all have cleared and completed state environmental clearance;
- 5) Submit the MPO ATP regional projects to SCAG for programming in the Federal Transportation Improvement Program (FTIP);

- 6) Direct staff to coordinate with the MPO ATP Regional Program project sponsors regarding timely funding allocations, obligations, and project delivery; and
- 7) Prioritize Coachella Valley Association of Governments (CVAG)'s Coachella Valley Arts and Music Line project for any future supplemental ATP Cycle 5 funding.

6E. AMENDMENT TO CITY OF CORONA'S FISCAL YEAR 2020/21 SHORT RANGE TRANSIT PLAN

- 1) Approve a \$200,000 increase in the FY 2020/21 Local Transportation Fund (LTF) funding allocation for the city of Corona (City); and
- 2) Amend the City's Fiscal Year 2020/21 Short Range Transit Plan (S RTP) to increase the LTF operating allocation in the amount of \$200,000 for operating expenses.

6F. AMENDMENT TO AGREEMENT WITH CITY OF LAKE ELSINORE FOR ENHANCED LANDSCAPING AND AESTHETICS TO ADD GRINDING AND PAVING OF GRAPE STREET FOR THE INTERSTATE 15/RAILROAD CANYON ROAD INTERCHANGE IMPROVEMENTS PROJECT

- 1) Approve Agreement No. 19-31-031-01, Amendment No. 1 to Agreement No. 19-31-031-00, with the city of Lake Elsinore (City) to add grinding and paving for Grape Street for the Interstate 15/Railroad Canyon Road Interchange Improvements Project (Project) for an additional City contribution of \$339,801, for a total City contribution not to exceed \$1,094,801; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

7. STATE AND FEDERAL LEGISLATIVE UPDATE

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

In response to Commissioner Hoffman's question about voting on this item, Chair Harnik replied if there is a reason to take the recommendations separately the Commission can do that, or Commissioners can take the recommendations together as long as everyone concurred.

At this time, Commissioner Gutierrez left the meeting.

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

- 1) **Receive and file an update on state and federal legislation;**
- 2) **Adopt the following bill positions:**
 - a) **AB 1499 (Daly) – Support; and**
 - b) **SB 623 (Newman) – Support.**

8. STATE ROUTE 60 TRUCK LANES PROJECT UPDATE

Cheryl Donahue, Public Affairs Manager, presented the State Route 60 Truck Lanes Project update, highlighting the following:

- Project highlights and construction progress
- A drone video played of what the Project looks like now
- Wildlife crossings, project challenges/slope stability, traffic control, pothole repair, contract change orders, public outreach, and stay connected

Commissioner Brian Berkson requested a copy of the drone video. He stated to the new Commissioners that do not have the full history of the construction project and in watching that video it did not show justice to the actual construction efforts. Commissioner Berkson explained he drives through there a few times per month and he has been watching the progress; it is a huge project with a massive amount of dirt being moved. He noted one of the biggest issues RCTC had with this project was the westbound SR-60 lane that was shut down for six months. Commissioner Berkson expressed RCTC staff worked hard to make sure the dividers were in the median in case of emergencies, when they had to move traffic one way or the other, and the California Highway Patrol had to be out there all day for emergencies. Also, an access road was built for emergency vehicles off to the shoulder and there were a lot of different things that went into this that are unknown to most people. He expressed appreciation to staff for dealing with this project in the way they have and getting it to where it is at, it is much better and the curves will be wider. The truck lanes have always been a pinch point for that area of Riverside County, and he expressed looking forward to the completion.

In response to Commissioner Jeff Hewitt's question about the two potholes that just showed up if those were in the existing or temporary asphalt, Bryce Johnston, Capital Projects Manager, replied the pothole issues are mostly in the existing pavement that was there when the project began. He explained the pothole that developed in the eastbound this week was in a transition area where the traffic was heading eastbound, which was on the westbound roadbed that was transitioning back to the original pavement. He discussed the second issue with the potholing when they had to put traffic further to the north to do temporary paving there was a lot of water run off coming off the slopes that created some unstable subgrade. Mr. Johnston stated while there was some potholing on temporary pavement, all their permanent pavement is in very good condition and there was none of these issues.

Commissioner Hewitt noted Captain Alvarez with CHP was transferred and he is in the Governor's office and acts as the liaison with the State Senate, so his skills are being used quite well in the Capitol.

In response to Commissioner Kathleen Fitzpatrick when is the estimated date of completion, Cheryl Donahue replied the summer of 2022.

In response to Commissioner Scott Vinton's inquiry in terms of the wildlife crossings that there is one crossing, but two structures because they are going over the east to west direction, Bryce Johnston replied that is incorrect. There are two separate wildlife crossings that expand the entire width of the corridor.

At this time, Commissioner Perez left the meeting.

Commissioner Steven Hernandez expressed appreciation for the progress that has been going on from the residents in the Coachella Valley going into Riverside weekly. He stated while the construction is being seen there was a lot of folks that were part of the effort previously, especially former Supervisor Marion Ashley who did a lot to ensure the dollars got there and even lit up the median strip after a couple of different car crashes and it is great to be at this phase. He expressed appreciation to Anne Mayer and staff for their efforts on this project.

Chair Harnik stated there have been important conversations about change orders and watching that video reminds them when there are the surprises of potholes and boulders, which is why those change orders occur and it is great that RCTC emphasizes to Commissioners the information regarding the change orders and the things that causes the change orders.

M/S/C to receive an oral report on the State Route 60 Truck Lanes project.

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

There were no items pulled from the Consent Calendar.

10. COMMISSIONERS/EXECUTIVE DIRECTOR'S REPORT

10A. Anne Mayer noted to Commissioner Hernandez about bringing up the work that went into getting the SR-60 Truck Lanes Project ready, it reminded her about the Annual Commission Workshop when Marlin Feenstra, Project Delivery Director, and Syed Raza, Caltrans District 8, made a big presentation about why the SR-60 Project needed to be a joint priority, which was over 10 years ago. She expressed to see the progress and to have it come to fruition is important.

Anne Mayer stated the I-15 Express Lanes were opened the morning of April 10 and it was done as RCTC usually does - without a lot of fanfare. On April 10 as the road had opened, she thought about it and how 20 years ago the Commissioners developed Measure A with a lane in each direction on I-15. In 2006 it was clear that was not going to be enough and RCTC was tasked to find something different. She stated they came up with a strategy of express lanes from SR-60 to Lake Elsinore and then the recession hit and in 2010 the Commission had to re-collaborate and cut the project in half. Eleven years after that re-collaboration it is open and she expressed it is exciting to look at the fact that despite financial ups and downs this Commission has been able to keep projects going and they did what they promised, which is as soon as the SR-91 was done, they rolled right into I-15. I-15 opened last weekend, this weekend the 15/91 Express Lanes Connector Project starts construction, once that one is done RCTC is going north on I-15 with San Bernardino County Transportation Authority, the I-15 COP will be next, and then they are working on the section in environmental phase down to Lake Elsinore. Anne Mayer expressed gratitude to the Commission for their leadership and consistent support. This Commission has invested over \$2 billion in an express lane network that can not only make a difference for commuters, but also for those who post COVID they get people back to riding the CommuterLink buses so they can provide people with options because traffic on the eastbound direction is higher than pre-COVID volumes so there is much work to do still. She also recognized and congratulated the RCTC team, consultants, and contractors that delivered the I-15 Project as she is proud of the work that was done. She stated not only are the I-15 Express Lanes open they also saved over \$20 million in contingency on this project. For the next month RCTC will monitor the corridor closely looking at the ingress and egress areas, it will take the algorithm with the dynamic pricing about a month or two to get enough data to start building its dynamic pricing mechanisms. In the meantime, the toll rates are being monitored daily and they will be adjusted as necessary.

At this time, Commissioner Perez rejoined the meeting.

11. CLOSED SESSION

11A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Agency Negotiator: Executive Director or Designee

Item	Property Description	Property Owner	Buyer(s)
1	439-070-018	RCTC	Arnie Veldkamp
2	439-070-065	RCTC	Morgan McComas
3	117-111-005	RCTC	Julian Bloch
4	229-082-010 and -006	RCTC	Kingsfield Development

11B. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 (d)(1)
Case No(s). RIC1616789

There were no announcements from the closed session.

12. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Harnik adjourned the meeting at 10:35 a.m. The next Commission meeting is scheduled to be held at 9:30 a.m., Wednesday, May 12, 2021, via Zoom.

Respectfully submitted,

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

Lisa Mobley
Clerk of the Board

AGENDA ITEM 8B

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Alicia Johnson, Senior Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Single Signature Authority Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to receive and file the Single Signature Authority report for the third quarter ended March 31, 2021.

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, 2021, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services at March 31, 2021 is \$1,843,975.

Attachment: Single Signature Authority Report as of March 31, 2021

<i>Approved by the Budget and Implementation Committee on April 26, 2021</i>				
In Favor:	11	Abstain:	0	No: 0

SINGLE SIGNATURE AUTHORITY

AS OF March 31, 2021

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	ORIGINAL CONTRACT AMOUNT	PAID AMOUNT	REMAINING CONTRACT AMOUNT
AMOUNT AVAILABLE July 1, 2020			\$2,000,000.00		
18-33-123-00	Los Angeles Engineering	La Sierra Station Expansion Project	3,497.49	3,497.49	0.00
PO 2806	Dispensing Technology Corp.	Bituminous Applicator for Interstate 15 Express Lanes	38,045.74	38,045.74	0.00
21-31-002-00	California Highway Patrol	Construction Zone Enhancement Program (COZEED) for Interstate 215 Pachappa Project	49,982.00	1,484.00	48,498.00
21-31-023-00	HGN Corona Partners	Parking agreement for SR-91 Corridor Operations Project	13,500.00	4,500.00	9,000.00
21-19-041-00	Eadie + Payne	Accounting assistance and documenting accounting policies	51,000.00	0.00	51,000.00
AMOUNT USED			156,025.23		
AMOUNT USED			156,025.23		
AMOUNT REMAINING through March 31, 2021			\$1,843,974.77		
<u>Agreements that fall under Public Utilities Code 130323 (C)</u>					
None	N/A		\$-	\$-	\$-
Jose Mendoza	Theresia Trevino				
Prepared by	Reviewed by				
Note: Shaded area represents new contracts listed in the third quarter.					

AGENDA ITEM 8C

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Theresa Trevino, Chief Financial Officer
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Agreements for Audit and Attestation Services

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award the following agreements to provide audit and attestation services for the Western Riverside County Measure A recipients and Transportation Development Act (TDA) claimants of the Commission and the member agencies of the Western Riverside County Regional Conservation Authority (RCA) for a three-year term, with three one-year options to extend the agreements in the total aggregate amount of \$1,524,661, plus a contingency amount of \$75,339, for a total aggregate amount not to exceed \$1,600,000:
 - a) Agreement No. 21-19-034-00 to BCA Watson Rice LLP;
 - b) Agreement No. 21-19-035-00 to Brown Armstrong Accountancy Corporation (Brown Armstrong);
 - c) Agreement No. 21-19-036-00 to Conrad LLP; and
 - d) Agreement No. 21-19-037-00 to Eide Bailly LLP;
- 2) Award the following agreements to provide audit and attestation services for the Eastern Riverside County Measure A Recipients and Transportation Development Act Claimants of the Commission for a three-year term, with three one-year options to extend the agreements in the total aggregate amount of \$413,160, plus a contingency amount of \$19,840, for a total aggregate amount not to exceed \$433,000:
 - a) Agreement No. 21-19-056-00 to Brown Armstrong; and
 - b) Agreement No. 21-19-057-00 to Conrad LLP;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements, including options years, on behalf of the Commission; and
- 4) Authorize the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for these audit and attestation services.

BACKGROUND INFORMATION:

The TDA requires annual financial and compliance audits of TDA claimants in the county receiving allocations for bicycle and pedestrian projects and public transit, and the 2009 Measure A requires audits of the city and county recipients of local streets and roads funds. The Commission

also obtains audits of Western County Measure A specialized transit recipients in order to determine compliance with grant agreements. Beginning with FY 2006/07, the Commission elected to develop specific agreed-upon procedures to be performed by the auditors in order to more effectively evaluate whether the Measure A recipients complied with the local streets and roads and specialized transit requirements. Such agreed-upon procedures have been periodically revised in response to prior year findings, areas of concern, and changes in Measure A requirements and related implementation guidance.

The Commission periodically procures multiple audit firms to perform the TDA financial and compliance audits and the Measure A agreed-upon procedures attestation services for the TDA claimants and Measure A recipients. This is a significant scope of work that exceeds 2,000 hours annually, is performed at multiple locations, and results in numerous reports issued. TDA requires reports by December 31, although a 90-day extension can be granted by the Commission. There is no statutory Measure A reporting deadline; however, the Commission uses the TDA deadline. In order to ensure timely completion of the required work, Commission staff believes that the benefits of engaging multiple audit firms exceeds assigning all the work to a single firm. Riverside Transit Agency and SunLine Transit Agency elected to procure their audits and submit the final reports to the Commission and are not included in the scope of services for such procurements.

In May 2016, the Commission approved the selection of BCA Watson Rice LLP and Macias Gini & O'Connell LLP to perform audit services, including agreed-upon procedures, for the Measure A recipients and TDA claimants in the Western County and Conrad LLP to perform similar services in Eastern County (Coachella Valley and Palo Verde Valley) for an initial three-year term and two additional one-year option periods. These three contracts terminate with the completion of the FY 2019/20 services.

In January the Commission began to serve as the management agency for the RCA following November 2020 approvals by the Commission and the RCA Board of Directors of the implementation and management services agreement. Under this agreement, the RCA and the Commission desired to seek efficiencies by consolidating professional services agreements as much as possible. The RCA engaged Brown Armstrong to perform agreed-upon procedures related to the collection and remittance of mitigation fees in accordance with each member agency's Multiple Species Habitat Conservation Plan (MSHCP) Fee ordinance. The member agencies consist of the 18 Western Riverside County cities and the County of Riverside. One option year remains under the RCA's agreement with Brown Armstrong.

DISCUSSION:

In connection with the planning for the procurement of the Commission's TDA audit and Measure A attestation services, staff determined that the MSHCP attestation services should be incorporated into the Commission's procurement. Staff anticipates efficiencies for the Commission and RCA related to the planning and oversight of the services as well as for the TDA claimants, Measure A recipients, and MSHCP member agencies through assignment of services

that minimize disruptions to local jurisdictions and agencies. Due to the volume of work to be performed and the number of reports to be issued, staff intends to assign the required services among multiple firms to ensure the timely completion of the audits and attestation services.

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for these procurements, as it allows the Commission to identify the most advantageous proposals with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for audit and attestation services as set forth under the terms of Request for Proposals (RFP) No. 21-19-034-WC and RFP No. 21-19-034-EC.

RFP No. 21-19-034-WC and RFP No. 21-19-034-EC for audit and attestation services were released by staff on February 18, 2021. RFP No. 21-19-034-WC was for audit and attestation services for the Western Riverside County Measure A recipients and TDA claimants of the Commission and the member agencies of the RCA. RFP No. 21-19-034-EC was for audit and attestation services for the Eastern Riverside County Measure A recipients and TDA claimants of the Commission. Both RFPs were posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 335 firms for each RFP, 47 of which are located in Riverside County. Staff responded to all questions submitted by potential proposers for each RFP prior to the March 1 clarification deadline date.

Nine firms – BCA Watson Rice LLP (Torrance), Brown Armstrong (Bakersfield), Conrad LLP (Lake Forest), Davis Farr LLP (Irvine), Eadie and Payne LLP (Riverside), Eide Bailly LLP (Riverside), Lance, Soll & Lunghard LLP (Brea), Macias Gini & O'Connell LLP (Irvine), and Vasquez & Company LLP (Glendale) – submitted responsive proposals prior to the 2:00 p.m. submittal deadline on March 18 for RFP No. 21-19-034-WC. Eight firms – BCA Watson Rice LLP (Torrance), Brown Armstrong (Bakersfield), Conrad LLP (Lake Forest), Davis Farr LLP (Irvine), Eadie and Payne LLP (Riverside), Lance, Soll & Lunghard LLP (Brea), Macias Gini & O'Connell LLP (Irvine), and Vasquez & Company LLP (Glendale) – submitted responsive proposals prior to the 2:00 p.m. submittal deadline on March 18 for RFP No. 21-19-034-EC.

Utilizing the evaluation criteria set forth in the RFPs, all firms were evaluated and scored by an evaluation committee comprised of Commission staff. The total evaluation score rankings for each RFP following the final evaluation are summarized below:

RFP No. 21-19-034-WC	
Audit Firm	Total Evaluation Score Rank
Brown Armstrong	1
Eide Bailly	2
Conrad	3
BCA Watson Rice	4
Eadie and Payne	5
Vasquez & Company	6
Macias Gini O'Connell	7
Lance, Soll & Lunghard	8
Davis Farr	9

RFP No. 21-19-034-EC	
Audit Firm	Total Evaluation Score Rank
Conrad	1
Brown Armstrong	2
Vasquez & Company	3
BCA Watson Rice	4
Eadie and Payne	5
Macias Gini O'Connell	6
Davis Farr	7
Lance, Soll & Lunghard	8

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFPs, the evaluation committee recommends contract awards to BCA Watson Rice LLP, Brown Armstrong, Conrad LLP, and Eide Bailly LLP to perform audit and attestation services for Western Riverside County for a three-year term, with three one-year options to extend the agreements, as these firms earned the highest total evaluation scores under RFP No. 21-19-034-WC. Additionally, the evaluation committee recommends contract awards to Brown Armstrong and Conrad LLP to perform audit and attestation services for Eastern Riverside County for a three-year term, with three one-year options to extend the agreements, as these firms earned the highest total evaluation scores under RFP No. 21-19-034-EC.

Assignment of Services

Following the evaluation committee's recommendations for award, staff assigned the required services and determined the costs for such services based on the pricing submitted with each proposal. The assignments by RFP and costs for the initial three-year term and three one-year options to extend are summarized below:

RFP No. 21-19-034-WC	BCA Watson Rice	Brown Armstrong	Conrad	Eide Bailly
Banning				X
Beaumont				X
Calimesa			X	
Canyon Lake	X			
Corona				X
Eastvale		X		
Hemet			X	
Jurupa Valley		X		
Lake Elsinore		X		
Menifee		X		
Moreno Valley		X		
Murrieta		X		
Norco	X			
Perris		X		
Riverside				X
San Jacinto		X		
Temecula		X		
Wildomar		X		
County of Riverside		X		
Specialized Transit recipients (estimated 13-15)	X			
Cost	\$373,847	\$622,077	\$103,760	\$424,977

RFP No. 21-19-034-EC	Brown Armstrong	Conrad
Cathedral City		X
Coachella		X
Desert Hot Springs		X
Indian Wells	X	
Indio		X
La Quinta		X
Palm Desert		X
Palm Springs		X
Rancho Mirage	X	
Blythe		X
Palo Verde Valley Transit Agency		X
Cost	\$38,400	\$374,760

Staff provided each recommended firm with the proposed assignments and costs, as derived from the respective firm's written proposal submitted. Each firm accepted the assignments and confirmed the costs.

Accordingly, staff recommends the award of the four agreements for audit and attestation services for Western Riverside County for a three-year term, with three one-year options to extend the agreements for a total aggregate amount not to exceed \$1.6 million, including a \$75,339 contingency for additional audits or attestation services or for unforeseen additional services. Staff also recommends the award of the two agreements for audit and attestation services for Eastern Riverside County for a three-year term, with three one-year options to extend the agreements for a total aggregate amount not to exceed \$433,000, including a \$19,840 contingency for additional audits or attestation services or for unforeseen additional services. The total aggregate value for the six agreements is \$2,033,000.

	Cost	Contingency	Total Cost
RFP 21-19-034-WC	\$1,524,661	\$ 75,339	\$1,600,000
RFP 21-19-034-EC	413,160	19,840	433,000
Total	\$1,937,821	\$ 95,179	\$2,033,000

The Commission's standard form professional services agreements will be entered into with each firm subject to any changes approved by the Executive Director, pursuant to legal counsel review. Staff also recommends authorization for the Chair or Executive Director to execute the agreements, including option years, and for the Executive Director or designee to approve contingency work as required for these audit services. Staff oversight of the contracts will be conducted to maximize the effectiveness of the consultants and to minimize costs to the Commission.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2021/22 FY 2022/23+	Amount:	\$338,000 \$1,695,000
Source of Funds:	2009 Measure A, Local Transportation Funds, RCA reimbursements			Budget Adjustment:	No N/A
GL/Project Accounting No.:	001001 65401 00000 0002 101 19 65401 r11001 65401 00000 0000 750 68 65401				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	04/14/2021

Attachments:

- 1) Draft Agreement No. 21-19-034-00 to BCA Watson Rice LLP
- 2) Draft Agreement No. 21-19-035-00 to Brown Armstrong
- 3) Draft Agreement No. 21-19-036-00 to Conrad LLP
- 4) Draft Agreement No. 21-19-037-00 to Eide Bailly LLP

- 5) Draft Agreement No. 21-19-056-00 to Brown Armstrong
- 6) Draft Agreement No. 21-19-057-00 to Conrad LLP

Approved by the Budget and Implementation Committee on April 26, 2021

In Favor: 11 Abstain: 0 No: 0

Agreement No. 21-19-034-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
 FOR THE WESTERN RIVERSIDE COUNTY
 MEASURE A RECIPIENTS AND
 TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
 OF THE
 RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 AND THE MEMBER AGENCIES
 OF THE
 WESTERN RIVERSIDE COUNTY
 REGIONAL CONSERVATION AUTHORITY
 WITH BCA WATSON RICE LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and BCA WATSON RICE LLP ("Consultant"), a Limited Liability Partnership.

2. RECITALS.

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

2.2 Commission desires to engage Consultant to render certain audit and attestation services for the Commission ("Project") as set forth herein.

3. TERMS.

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

incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to June 30, 2024, unless earlier terminated as provided herein. The Commission, at its sole discretion, may extend this Agreement for three (3) additional single year terms through June 30, 2027. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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

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

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

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key

personnel for performance of this Agreement are as follows: Michael de Castro, Helen Chu, Rustico Cabilin, Ihab Fakhreddine, Lisa Reason, Julie Ta, Brandon de Castro.

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

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

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

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

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

costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

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

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

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this

Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional

Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

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

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

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

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

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

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The total compensation shall not exceed Three Hundred Seventy-Three Thousand Eight Hundred Forty-Seven Dollars (\$373,847) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

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

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

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

CONSULTANT:

BCA Watson Rice LLP
2355 Crenshaw Blvd
Suite 150
Torrance, CA 90501
Attn: Michael de Castro

COMMISSION:

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

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

3.18 Ownership of Materials/Confidentiality.

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

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

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

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

All programs, working papers, files and other materials of the Consultant made pursuant to this Agreement shall remain the property of the Consultant. The Commission will have access to this material at any time. All reports delivered by the Consultant and its subcontractors pursuant to the Agreement shall become the property of the Commission without restriction or limitation on their use and shall be made available

upon request, to the Commission at any time. Original copies of the deliverable reports shall be delivered to the Commission upon completion of the Services or termination of the Services. The Consultant shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of the Commission.

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

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

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by

Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

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

3.21 Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, agents, consultants, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to

indemnity shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. This Section 3.21 shall survive any expiration or termination of this Agreement.

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

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

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

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

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

3.27 Prohibited Interests and Conflicts.

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

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

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

employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

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

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

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

3.30 Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
FOR THE WESTERN RIVERSIDE COUNTY
MEASURE A RECIPIENTS AND
TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND THE MEMBER AGENCIES
OF THE
WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
WITH BCA WATSON RICE LLP

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

BCA WATSON RICE LLP

By: _____
Anne Mayer
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: Secretary

EXHIBIT "A"

STATEMENT OF SERVICES

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

Statement of Services

A. General

The Riverside County Transportation Commission (RCTC), as the transportation planning agency for Riverside County and the managing agency for the Western Riverside County Regional Conservation Authority (RCA), is issuing this Request for Proposal in order to secure services from a Consultant(s) of certified public accountants to perform for the fiscal years ending June 30, 2021, 2022, and 2023, with the option of performing such services for three (3) additional one-year terms:

- Financial and compliance audits of RCTC's Transportation Development Act (TDA) claimants for transit (including funding from Local Transportation Fund (LTF) Article 4, State Transit Assistance (STA), State of Good Repair (SGR), Low Carbon Transit Operations Program (LCTOP), and Proposition 1B);
- Financial and compliance audits of RCTC's TDA claimants for bicycle and pedestrian projects (consisting of funding from LTF Article 3);
- Agreed-upon procedures similar to those proposed in Appendix A, Section G, for RCTC's Measure A recipients of local streets and roads (LSR) funding;
- Agreed-upon procedures similar to those proposed in Appendix A, Section H, for RCTC's Measure A recipients of specialized transit funding; and
- Agreed upon procedures similar to those proposed in Appendix A, Section I, for RCA's Member Agencies related to the collection and remittance of mitigation fees in accordance with each Member Agency's Multiple Species Habitat Conservation Plan (MSHCP) Ordinance (with amendments).

Measure A Agreed Upon Procedures

The **Measure A Specialized Transit Agreed-Upon Procedures** apply to Western County non-profit and community organizations awarded funding for specialized transit services for a three-year period through a competitive call for projects. The FY 2020/21 funding awarded at RCTC's April 11, 2018 meeting represents the final year of the FY 2018/19 – 2020/21 Call for Projects. Staff expects that the awards for the FY 2021/22 – 2023/24 Call for Projects will be approved by RCTC at the April 14, 2021 meeting, as noted in the FY 2021/22 – 2023/24 Measure A Specialized Transit Call for Projects Guidelines presented at the January 13, 2021 RCTC meeting. FY 2024/25 – FY 2025/26 funding will be determined by the FY 2024/25 – 2026/27 Call for Projects to be awarded in Spring 2024.

The **Measure A LSR Agreed-Upon Procedures** apply to all eligible cities in Riverside County and the County of Riverside. Measure A LSR funding is allocated and disbursed monthly to the cities and the County of Riverside, as specified in Measure A. RCTC does not currently anticipate any incorporations or dis-incorporations of cities that would result in a change in Measure A LSR recipients. Currently, all cities and the County of Riverside meet the eligibility requirements that include:

- Participation in the Western County or Coachella Valley Transportation Uniform Mitigation Fee (TUMF) Program, as applicable;
- Participation in the RCA's MSHCP, as applicable;
- Annual submittal of a 5-Year Capital Improvement Plan (CIP) list of projects;
- Annual Maintenance of Effort certification; and
- Annual Project Status Report for the prior fiscal year CIP.

Transportation Development Act Audits

The **TDA Transit audits** will be performed for the municipal transit operators in the Western County cities of Banning, Beaumont, Corona, and Riverside. TDA Transit operating and capital allocations are approved annually by RCTC in June based on the submittal of each transit operator's Short-Range Transit Plan. The transit operators also may unexpended Proposition 1B funding for capital/rehabilitation and/or security projects received through Caltrans and the California Office of Emergency Services (CalOES), respectively.

The **TDA Bicycle and Pedestrian audits** apply to local jurisdictions awarded funding by RCTC for bicycle and pedestrian projects through a biennial competitive call for projects. Local jurisdictions generally have two years to complete projects, including those projects approved in the FY 2019/20 Call for Projects at RCTC's June 12, 2019 meeting. However, as per revised guidelines approved by RCTC at its January 13, 2021 meeting effective with the FY 2021/22 Call for Projects to be awarded at the June 9, 2021 RCTC meeting, local jurisdictions will now have three years to complete projects. Claimants may request disbursement of their allocations by RCTC on a reimbursement basis in accordance with RCTC's policies. Accordingly, the TDA Bicycle and Pedestrian audits are dependent on claims for expenditures of such funds.

MSHCP Agreed Upon Procedures

The **MSHCP Agreed-Upon Procedures** are required for local jurisdictions that are signatories to the Joint Exercise of Powers Agreement forming the RCA. They include the 18 Western County cities and the County of Riverside. The Member Agencies form the independent RCA Board of Directors to acquire, administer, operate, and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP and to implement the MSHCP.

At its December 7, 2020 meeting, the RCA adopted the 2020 Nexus Study and increase in Local Development Mitigation Fees (LDMF). The LDMF increase is effective in two phases. The first phase, an increase of 50%, is effective July 1, 2021. The second phase, full implementation, is effective January 1, 2022. Member Agencies must prepare an ordinance and resolution to be considered and approved by the city council (Board of Supervisors in the case of the County of Riverside) in time to implement the new fee by July 1, 2021. Final action of the city council/Board of Supervisors must be no later than May 2, 2021 to ensure the new ordinance takes effect by July 1, 2021 in accordance with California Government Code Section 66017. Per the

Implementing Agreement with the cities and the County of Riverside signed, the cities and County must adopt the ordinance, "in substantially the same form or at a minimum, containing the same requirements as the model ordinance," adopted by the RCA Board of Directors.

Anticipated Changes in Audit and Attestation Services

RCTC does not anticipate any change in the local jurisdictions subject to TDA Transit audit and Measure A LSR attestation services; RCA does not anticipate any change in the local jurisdictions subject to MSHCP attestation services. The agencies requiring Measure A Specialized Transit and the local jurisdictions requiring TDA Bicycle and Pedestrian audits will be determined each year based on actual disbursements.

The Chief Financial Officer is designated as the coordinator of the work and may appoint a Finance Department staff to coordinate day-to-day oversight. The Chief Financial Officer will serve as the liaison to the audit oversight committee designated by RCTC and the Executive Committee designated by RCA.

The audits are to be performed by the Consultant(s) in accordance with generally accepted auditing standards, including use of the most current version of each of the following standards and guidelines:

- American Institute of Certified Public Accountants audit and attestation standards;
- General Accounting Office's (GAO) *Government Auditing Standards*;
- Measure A conformance requirements (Section I);
- Transit requirements (Section J); and
- MSHCP requirements (Section K).

B. Scope of Work to be Performed

The selected Consultant(s) will be required to perform the following tasks:

- Audit of the transit and transportation financial statements of the jurisdictions receiving TDA funds in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the TDA as summarized in the TDA Guidebook; and SGR, LCTOP, and Proposition 1B audit guidelines specified by Caltrans and CalOES.
- Performance of agreed-upon procedures similar to those listed in Section F solely to assist RCTC in evaluating the applicable jurisdictions' Measure A transportation funds and degree of their compliance with RCTC's requirements of the Measure A LSR program. RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the Measure A LSR program.
- Performance of agreed-upon procedures similar to those listed in Section G solely to assist RCTC in evaluating the applicable jurisdictions'/agencies' Measure A specialized transit funds and degree of their compliance with RCTC's requirements of the Measure A

specialized transit program. RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the Measure A Specialized Transit program.

- Performance of agreed-upon procedures similar to those listed in Section H solely to assist RCA in evaluating if fees are collected and remitted in accordance with each Member Agency's MSHCP Mitigation Fee Ordinance (with amendments). RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the MSHCP, including RCA changes to the LDMF affecting Member Agency MSHCP Mitigation Fee Ordinances and adoption of a related resolution.

C. Deliverables

Following completion of the audits and agreed-upon procedures and a review of the draft reports by RCTC, the Consultant(s) shall issue:

- A report on the fair presentation of the financial statements for the TDA claimants in conformity with generally accepted accounting principles and on compliance and internal control.
- A report on the agreed-upon procedures related to the Measure A recipients of LSR funding.
- A report on the agreed-upon procedures related to the Measure A recipients of specialized transit funding.
- A report on the agreed-upon procedures related to the MSHCP fee collection and remittance.

Drafts of the reports will be provided to RCTC staff and the applicable TDA claimant, Measure A recipient, or Member Agency. The Chief Financial Officer or designee shall review and approve each report prior to issuance.

For each report issued to RCTC, the Consultant shall issue one PDF copy to RCTC and one PDF to the applicable TDA claimant or Measure A recipient, as applicable.

For each report issued to RCA, the Consultant shall print three (3) copies and issue one PDF copy to RCA.

Financial and Compliance Reports

The Consultant will submit a financial and compliance report for each TDA audit. The Consultant will be responsible for the preparation, editing, and printing of all financial and compliance reports, including the financial statements and notes to the financial statements. Although the Consultant will prepare the financial statements, management of the TDA Claimant is responsible for the financial statements.

Agreed-Up On Procedures

The Consultant will submit a report for each Measure A recipient or Member Agency, as applicable, listing the procedures performed, results of procedures performed, and findings, if any. The Consultant will be responsible for preparation, editing, and printing of all agreed-upon procedure reports.

D. Required Communications

Significant Deficiencies – In the required reports on compliance and internal controls, the Consultant shall communicate any significant deficiencies found during the audit of the TDA claimants. A significant deficiency shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

Significant deficiencies that are also material weaknesses shall be identified as such in the report. Other control deficiencies discovered by the Consultant may be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance may be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Irregularities and illegal acts – The Consultant shall be required to make an immediate, written report of all irregularities and illegal acts or indication of illegal acts of which they become aware to the jurisdiction/agency and RCTC's/RCA's audit oversight committee, Executive Director, and Chief Financial Officer.

Planning meetings – The Consultant shall meet with RCTC staff at least once a year prior to the commencement of the audits and agreed-upon procedures.

E. Audit Schedule

The work to be performed at the jurisdictions and agencies shall be arranged by the Consultant with the individual jurisdiction or agency after the conclusion of a planning meeting with RCTC and RCTC's issuance of audit notification letters to each jurisdiction and agency.

The RCTC work should be scheduled for no later than November 15 of each year. Barring unforeseen circumstances, the Consultant must conduct the work activities and provide all required reports and information to RCTC no later than December 31 of each year. The TDA audits are required to be submitted to the State Controller by December 31 of each year; however, an extension may be granted by RCTC for no more than 90 days. RCTC's policy for Measure A reports follows the TDA requirement; however, a formal extension is generally not issued.

RCA is required to annually certify to RCTC by June 30 that local jurisdictions participating in the MSHCP comply with the MSHCP participation requirements to collect and remit fees in accordance with each Member Agency's MSHCP Ordinance (with amendments). Accordingly,

the RCA requires all agreed-upon procedures reports to be issued by February 28 in the year following the fiscal year for which the agreed-upon procedures are performed.

The Consultant shall keep RCTC apprised at least monthly on the status of the audits and any issues which have been encountered. RCTC will provide assistance, to the extent necessary and/or possible, to resolve such issues. If circumstances outside the control of the Consultant or RCTC or the RCA arise and the deadline cannot be met, both parties agree to communicate the circumstances and develop an action plan.

F. Measure A Proposed Local Streets and Roads Agreed-Up Procedures (Proposed)

1. Review the 2009 Measure A (Ordinance 02-001) compliance requirements. Western County jurisdictions are required to participate in the Transportation Uniform Mitigation Fee (TUMF) program and in the Multi-Species Habitat Conservation Plan (MSHCP), which are administered by the Western Riverside Council of Governments (WRCOG) and the Western Riverside County Regional Conservation Authority (RCA), respectively. Coachella Valley jurisdictions are required to participate in the TUMF program administered by the Coachella Valley Association of Governments (CVAG). Indicate participation in TUMF and/or MSHCP programs.
2. Obtain from RCTC the approved Five-Year Capital Improvement Plan (CIP) for the fiscal year.
3. Obtain from the jurisdiction a detail general ledger and balance sheet for the fiscal year.
 - a. Identify the amount of Measure A cash and investments recorded at the end of the fiscal year. Compare amount to Measure A fund balance and provide an explanation for any differences greater than 25% of fund balance.
 - b. Identify any amounts due from other funds.
 - c. Identify the components of ending fund balance for the Measure A activity (e.g., nonspendable, restricted, assigned, committed, unassigned) [and for County of Riverside only by geographic area].
 - i. Identify the existence of any restatement of Measure A fund balance; inquire of management as to the reason for any restatement and provide a summary of the restatement items.
 - ii. Compare ending fund balance to total revenues for the current year and prior two years. If ending fund balance is greater than sum of total revenues for the three-year period, inquire of management as to the reason(s) for the accumulation of fund balance (e.g., status of specific projects included in the 5-Year CIP).
4. Obtain an operating statement for the Measure A activity for the fiscal year, including budget amounts; include the operating statement as an exhibit to the report.
 - a. Review the revenues in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A revenues received from RCTC and identify what the total revenues were for the fiscal year.

- ii. Obtain from RCTC a listing of Measure A payments to the jurisdiction.
 - 1. Compare the Measure A sales tax revenues recorded by the jurisdiction to the listing of payments made by RCTC. [Use gross amounts paid by RCTC]
 - iii. Obtain from the jurisdiction an interest allocation schedule for the fiscal year.
 - 1. Identify the allocation amount of interest income to Measure A activity and what the amount of interest income was for the fiscal year. If no interest was allocated, inquire of management as to reason for not allocating interest income.
 - b. Review the expenditures in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A expenditures and what the total expenditures were for the fiscal year.
 - ii. Select expenditures for testing that comprise at least 20% of the total expenditures.
 - 1. For the expenditures selected for testing, compare the dollar amount listed on the general ledger to the supporting documentation.
 - 2. For the expenditures selected for testing, review the 5-Year CIP and note if the project is included in the 5-Year CIP and is an allowable cost.
 - iii. Inquire of management as to the nature of any transfers in or out recorded in the Measure A fund. For any transfers out, determine if nature of transfer out was included in the 5-Year CIP.
 - iv. Inquire of management as to the amount of general or non-project-related indirect costs, if any, included in expenditures. If indirect costs exceed 8% of Measure A revenue, inquire of management as to the basis for indirect costs charged to Measure A. If indirect costs are identified, determine if such costs are included in the 5-Year CIP.
 - v. Inquire of management as to the amount of debt service expenditures recorded in the Measure A fund and determine if such costs are included in the 5-Year CIP.
- 5. Obtain from RCTC a listing of jurisdictions who participate in the Western County or Coachella Valley TUMF programs.
 - a. If the jurisdiction is a participant in the TUMF program, select at least one disbursement for validation as to the amount remitted to WRCOG or CVAG, as applicable.
 - b. Indicate the total amount of TUMF fees collected and remitted during the fiscal year.
- 6. Obtain from RCTC a listing of jurisdictions who participate in the Western County MSHCP program.
 - a. If the jurisdiction is a participant in the MSHCP program, select at least one disbursement for validation as to the amount remitted to RCA, as applicable.
 - b. Inquire of management as to the existence of any fees collected in prior years and not remitted to RCA as of the end of the fiscal year.
 - c. Indicate the total amount of MSHCP fees collected and remitted during the fiscal year.

7. Obtain from RCTC the MOE base year requirement, including supporting detail of the calculations for its city/County, and the carryover amount allowed as of the beginning of the fiscal year.
 - a. Obtain from the city/County a calculation of its current year MOE amount in the format similar to its base year calculation. Attach a copy of the calculation worksheet provided by the city/County as an exhibit to the report.
 - b. Compare the current year MOE amounts from the General Fund to the general ledger.
 - c. Review the General Fund general ledger to determine if there were any transfers in to fund any MOE amounts.
 - d. Compare the amount of current year MOE expenditures to the MOE base requirement and add any excess to, or subtract any deficiency from, the carryover amount.
 - e. If the amount of discretionary funds spent is less than the MOE base requirement (MOE deficiency), determine the amount of any prior year MOE carryover using the information obtained from RCTC and reduce the MOE deficiency by any available MOE carryover to determine an adjusted current year expenditure amount.

G. Measure A Proposed Specialized Transit Agreed-Upon Procedures (Proposed)

1. Obtain specialized transit grant funding agreement from RCTC, including exhibit of budget submitted with funding application, matching requirements, and any budget modifications subsequently approved by RCTC.
 - a. Inquire of management as to the accounting and identification of Measure A funded programs.
 - b. Inquire of management as to whether the accounting of Measure A funds received by the Agency were accounted for separately or commingled with other programs and/or funding sources.
2. Obtain monthly reporting package for third, sixth, ninth, and last months of the annual reporting period and revenue and expense amounts for the fiscal year from the general ledger.
 - a. Recalculate totals on reporting packages.
 - b. Inquire of management as to the accomplishment of the applicable program goals and source of documentation for accomplishing program goals. Agree third, sixth, and ninth month reports provided by RCTC to source documents from Agency as to total passenger one-way trips made or number of people served.
 - c. Include a summary of revenues and expenses from the general ledger for the fiscal year compared to budgeted amounts (present in format of monthly reporting package) as an exhibit (Exhibit A).
 - d. For the exhibit summary of revenues and expenses, calculate variances of budgeted expense amounts compared to actual amounts in terms of dollars and percentages. For expense variances greater than 25%, inquire of management as to the existence of approval from RCTC. Determine if budgeted amounts per Exhibit A are consistent with the current Commission-approved budget.

- e. For the exhibit summary of revenues and expenses, calculate the variance of total budgeted expenses compared to actual total expenses in terms of dollars and percentage.
 - i. If the variance is greater than 20%, inquire of management why the actual total expenses were less than the budgeted total expenses.
 - f. List the total revenues and expenses from the final fiscal year reporting package ("Check Sum" tab) and calculate the difference between funding received and expenses/capital expenditures incurred as per Exhibit A. For any variances, inquire of management as to the nature of the changes in originally reported revenues and/or expenses.
3. Determine if funding agreement includes requirement for matching contributions. If agency was required to provide matching contributions, perform the following procedures:
- a. Review RCTC's policy on qualifying in-kind matching contributions.
 - b. Inquire of management how matching requirements per the funding agreement were satisfied (i.e., sources) and what the total dollar value was for cash match and for in-kind matching contributions. Indicate if cash and in-kind matching amounts were not met, met, or exceeded, as applicable.
 - i. If match was not met based on budget match requirement, compare actual Measure A revenues to budgeted Measure A revenues. If full amount of budgeted Measure A was not received, the minimum match requirement should also be reduced by a proportionate amount in order to determine the adjusted match requirement.
 - ii. If adjusted match requirement was not met, inquire of management as to explanation for shortfall in meeting adjusted match requirement.
 - c. If source of match was in-kind contributions, inquire of management as to the following:
 - i. If such contributions were made by a third party.
 - ii. If such third party contributions were related to property or services which benefited the project or program and which were contributed by third parties without charge to the grantee, or through a modified cost arrangement;
 - iii. If such contributions were necessary and reasonable for the efficient accomplishment of program objectives; and
 - iv. If using volunteer time, a tracking method existed to identify when donated services were provided.
 - d. For in-kind matching contributions presented on the third, sixth, and ninth month reporting packages, compare such contribution amounts to supporting documentation provided by the third party.
 - e. Inquire of management if any loans were obtained or lines of credit utilized to pay Measure A program expenses.
 - i. If such indebtedness was incurred, inquire of management as to the amount and if such amount is reflected in revenues as a cash match.
4. Obtain amount of Measure A funds disbursed to Agency from RCTC for specialized transit grant purposes for the fiscal year.

- a. Agree amount from RCTC to amount recorded by the agency.
- 5. Obtain a summary of expenses (Personnel, Operating, Capital) by major line item incurred by the Agency related to the specialized transit grant; include summary as an exhibit (Exhibit A) to the report.
 - a. Inquire of management how Measure A expenses are recorded (i.e., direct costs, allocations, or indirect costs).
 - b. Inquire of management as to the existence of any unreported expenses related to the Measure A specialized transit program provided by the Agency. If amounts are not reported, obtain a summary of such amounts and inquire of management as to why such amounts are not reported.
 - c. Select one pay period from personnel expenses for testing.
 - d. Select operating expenses for testing that comprise at least 20% of the total expenses.
 - e. Select all capital expenditures for testing.
 - f. For the expenses/capital expenditures selected for testing, compare the dollar amount listed on the general ledger to the supporting documentation. Additionally, for personnel expenses, agree hours charged to Measure A specialized transit activities to approved timesheet or other documentation.
 - g. For the expenses/capital expenditures selected for testing, compare the type of expense to the allowable costs included in the funding agreement.
 - h. Compare the summary of expenses/capital expenditures by major line item to the budget included in the funding agreement and note any variances.
 - i. Inquire of management as to the amount of indirect or overhead costs, if any, included in expenses and compare amount to the budget included in the funding agreement.
- 6. Inquire of management as to the existence of any temporarily restricted net assets or deferred revenues as of the end of the fiscal year related to the Measure A funded program.
 - a. Obtain a copy of approval letter from RCTC, if applicable, for the carryover of such balances.
 - b. If temporarily restricted net assets or deferred revenues exist as of the end of the fiscal year, inquire of management as to source of funds responsible for generating such balances.
- 7. Review the prior year's report and note the existence of any temporarily restricted net assets or deferred revenues as of the end of the prior fiscal year; inquire of management if such amount was used to reduce the current fiscal year disbursements of Measure A to the Agency.
- 8. Inquire of management as to the rating of the Agency's insurer for commercial general liability insurance, business automobile liability insurance, and worker's compensation insurance.

H. MSHCP Member Agency Agreed-Upon Procedures (Proposed, subject to change due to requirement to adopt new ordinance and resolution)

1. Obtain any updates to the Member Agency's ordinance for collection of the MSHCP fees.
2. Upon obtaining the updates, determine if the ordinance is in accordance with the MSHCP Implementing Agreement and Joint Powers Agreement.
3. Determine if fees on the building permits are collected in accordance with the Member Agency ordinance.
4. Obtain the schedule of fees collected on MSHCP building permits for the year ended June 30, 202X.
5. Obtain a listing of building permits issued during the year ended June 30, 202X. Identify the new construction and commercial/industrial permits. Select for testing 10% of new construction and commercial/industrial building permits, selecting no less than 25 permits or 100% of permits if total permits for new construction and commercial/industrial is less than 25.
6. Recalculate the fees collected by the Member Agency on building permits to determine if they are correct and if the correct amounts have been remitted to the RCA. If fees are incorrect, determine the fees that should have been collected and remitted.
7. Determine if fees collected on building permits were remitted to the RCA within 90 days of the earlier of the date they were collected or should have been collected.
8. Determine additional amounts, if any, which should be returned to the Member Agency for building permits.
9. If amounts are due to the RCA on building permits, calculate interest owed, based on the RCA's Resolution No. 07-04 adopted on September 10, 2007, using the interest rate paid by Riverside County (County) Treasury on amounts held by the County.
10. Obtain a list of all construction (civic and infrastructure) contracts awarded by the Member Agency during the fiscal year. Select a sample of 10% of the contracts for testing, selecting no less than three contracts, or 100% of contracts if the total number of contracts is less than three.
11. Compute the amount of MSHCP fees on the civic and infrastructure contracts that should have been remitted.
12. Determine if the MSHCP fees on the civic and infrastructure contracts were remitted to the RCA within 90 days of contract award.
13. Determine additional amounts on civic and infrastructure contracts, if any, which should be remitted to the RCA or returned to the Member Agency.
14. If additional amounts are due to the RCA on civic and infrastructure contracts, calculate interest owed, using the interest rate paid County Treasury on amounts held by the County.

I. Measure A Recipient Conformance Requirements

1. **Allowable Costs.** 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.

- a. Eligible local street and road projects costs include any engineering, capital, or maintenance cost. Decisions on projects are to be made by *local jurisdictions* subject to Capital Improvement Program requirements.
 - i. Annual budget reflecting the local government or agency's anticipated receipts and expenditures should be prepared and submitted to *RCTC upon approval* by the governing board. The data contained in the capital improvement plans submitted to RCTC should be included in the recipient's budgets. These budgets allow for proper evaluation by RCTC of the recipient's activities on an annual basis. (Policy adopted May 8, 1991)
 - b. Eligible transit programs include special discount fares for seniors and handicapped people, commuter bus services, funding for computer assisted rideshare programs, and "seed" programs to encourage the creation of vanpools. Additionally, funds will be used to provide further reductions for the truly needy and to expand existing services and implement new services. Bus capital replacement and additional bus service may also be an eligible program within the Coachella Valley, subject to a determination of funding by the Coachella Valley Association of Governments (CVAG).
2. **Maintenance of Effort (MOE).** Additional funds provided under Measure A are intended to supplement existing local revenues being used for transportation purposes. Government agencies shall maintain their existing commitment of local funds for street highway and public transit purposes pursuant to Measure A.
- a. The local cities and the County shall annually submit to RCTC a list of the proposed uses for these funds and a certification that the MOE 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.
 - i. Agencies may use any local discretionary funds expended for local streets and roads purposes during previous fiscal years which were in excess of their maintenance of effort requirements to meet their MOE requirements for the fiscal year. (Measure A Maintenance of Effort Guidelines)
 - b. RCTC shall assure the cities' and County compliance with MOE funding requirements before allocating funds for local streets and roads.
 - c. RCTC shall not allocate funds to an individual city or the County for local streets and roads use within the Western County and Coachella Valley areas unless WRCOG or CVAG indicates participation of agency in the Transportation Uniform Mitigation Fee program necessary for implementation of the planned regional arterial system.
3. **Allocation of Funds to Geographic Areas.** 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.
4. **Allocation of Funds within Geographic Areas.** RCTC shall return 2009 Measure A funds to the geographic areas as follows (*Applicable to RCTC*):

- a. **Western County.** To be distributed for the following programs: \$370 million (approx. 11% to new corridors; \$1,020 million (approx. 30%) to highways; \$390 million (approx. 12%) to public transit; \$300 million (approx. 9%) to regional arterials; \$970 million (approx. 29%) to local streets and roads; \$270 million (approx. 8%) to bond financing; and \$40 million (approx. 1%) to economic development.
 - i. Local streets and roads funding are to be distributed by a formula based on 75% on proportionate population and 25% on 2009 Measure A revenues generated within each jurisdiction, if they participate in the Transportation Uniform Mitigation Fee program and Multi-Species Habitat Conservation Plan. If local agencies choose not to participate in the TUMF and MSHCP programs, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by RCTC.
- b. **Coachella Valley.** To be distributed for the following programs: 50% to highways and regional arterial projects; 35% to local streets and roads; and 15% to specialized public transit.
 - i. Local streets and roads funds will be provided to Coachella Valley cities and the County if they participate in the Transportation Uniform Mitigation Fee program. If local agencies choose not to participate in the TUMF program, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by CVAG.
 - ii. Local streets and roads funds are to be distributed by a formula based on 50% on proportionate dwelling units and 50% on 2009 Measure A revenues generated within each jurisdiction, as interpreted in Ordinance and direction provided by CVAG.
- c. **Palo Verde Valley.** To be distributed 100% to local streets and roads.
 - i. Local streets and roads funds are to be distributed by a formula based on 75% on proportionate population and 25% on sales tax revenues generated in each jurisdiction.
- 5. **Accounting Records.** Measure A recipients are required to maintain accurate, complete, and separate accounting records for all sources of the funds they receive. Small not-for-profit agencies are encouraged but not required to maintain separate accounting records as long as Measure A receipts, related revenues, and expenditures can be readily identified. If RCTC's independent auditors are unable to readily identify which funds are being used for expenditures, then the agency will be required to maintain separate accounting records and cash accounts if they are to continue receiving Measure A allocations. Any agency which maintains poor accounting records will receive funding allocations on a reimbursement basis only. (Policy adopted May 12, 1993)
- 6. **Interfund Borrowing.** Interfund borrowing from Measure A funding sources to another local jurisdiction fund is strictly prohibited. Cities and agencies must maintain sufficient cash balances so as not to impair their Measure A funds. Evidence of interfund borrowing or impaired cash balances will result in the city or agency receiving

funds from RCTC on a reimbursement basis only after any existing city or agency reserves of prior Commission funds have been fully depleted. (Policy adopted May 12, 1993)

7. **Interest Income Allocations.** Interest on Measure A funds shall accrue separately for all of RCTC's programs as defined in the text of Measure A. This interest allocation policy is applicable to the entire County, and such allocations shall be made monthly. Interest earned on unexpended Measure A monies should be recorded in the Measure A fund established by a local government or other agency receiving local streets and roads or specialized transit monies. As these funds are restricted, the related interest earned should be restricted as required by governmental regulations and other transportation funding including the Transportation Act. (Policy adopted May 8, 1991 and May 12, 1993)
8. **Accumulated Deficits.** Accumulated funding source deficits are the responsibility of the local jurisdiction. RCTC will consider allocating additional funds for such deficits when justifiable on a case-by-case basis. (Policy adopted May 12, 1993)
9. **Budget Variances.** Significant budget variances should be avoided. All local jurisdictions are required to compare the budget to actual results and make mid-year revisions as needed. (Policy adopted May 12, 1993)
10. **Unexpended Monies.** Whenever the annual fiscal audit or the proposed update of the Five Year Capital Improvement Program of a local agency shows a Measure A Local Streets and Road Program carryover balance in excess of *three (3) times the annual allocation* to an agency, Commission staff will:
 - a. Meet with the local agency to have them explain the reason for the carryover and explore alternatives for moving projects faster, and
 - b. Present a report of their findings to RCTC's Budget and Finance Committee to determine if any further action should be considered and proposed to the full Commission.(Policy included in December 13, 1995 revisions to the RCTC Program and Funding Guide)

J. Transit Compliance Requirements

The auditors should review the TDA regulations for Local Transportation Fund and State Transit Assistance funding. California Code Section 6664 discusses the fiscal and compliance audits of all claimants, Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants. The TDA Statutes and California Code of Regulation Guidebook is available at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/f0009844-tda-07-2018-a11y.pdf>.

California Department of Transportation program guidelines for State of Good Repair funds received through RCTC are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/sgr/202008-sgr-final-guidelines-a11y.pdf>

Proposition 1B accountability requirements for Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/ptmisea/201910-ptmisea-guidelines-a11y.pdf>

Proposition 1B guidelines for Transit System Safety, Security, and Disaster Response Account (TSSSDRA) funds received through CalOES are located at:

[https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA guidelines](https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA%20guidelines)

LCTOP program guidelines for funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/lctop/201909-lctop-fy19-20-guidelines-a11y.pdf>

K. MSCHP Compliance Requirements

The auditors should review the MSHCP Member Agency requirements in various implementation documents which are available at:

MSHCP Implementation Agreement Ordinance (for current procedures, see model ordinance beginning on page 347 of link)

https://www.wrc-rca.org/Permit_Docs/MSHCP/MSHCP-Volume3.pdf

MSHCP Implementation Manual (effective for FY 2021/22 agreed-upon procedures)

https://www.wrc-rca.org/Permit_Docs/MSHCP/MSHCP%20Mitigation%20Fee%20Implementation%20Manual%20Final.pdf

End of Statement of Services

EXHIBIT "B"

COMPENSATION

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

(Amounts subject to rounding differences)

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
BCA Watson Rice LLP ²	Audit and Attestation Services	\$ 373,847
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 373,847

TASK NUMBER	TASK DESCRIPTION	COST
TDA Article 3/Bicycle and Pedestrian ²	Audit Services	\$ -
TDA Article 4/Transit	Audit Services	-
Measure A Local Streets and Roads	Agreed-Upon Procedures Attestation Services	51,967
Measure A Specialized Transit ²	Agreed-Upon Procedures Attestation Services	263,880
MSHCP Member Agencies	Agreed-Upon Procedures Attestation Services	58,000
SUBTOTAL		373,847
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 373,847

FISCAL YEAR	PROJECT	COST
FY 2020/21 ²	Audit and Attestation Services	\$ 63,595
FY 2021/22 ²	Audit and Attestation Services	59,220
FY 2022/23 ²	Audit and Attestation Services	60,635
FY 2023/24 (Option Year 1) ²	Audit and Attestation Services	62,050
FY 2024/25 (Option Year 2) ²	Audit and Attestation Services	63,465
FY 2025/26 (Option Year 3) ²	Audit and Attestation Services	64,881
SUBTOTAL		373,847
TOTAL COSTS		\$ 373,847

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

² TDA Article 3/Bicycle and Pedestrian audits and Measure A Specialized Transit agreed-upon procedures will be determined annually based on TDA claimants and Measure A disbursements; accordingly, amounts are estimated. This estimate assumes zero (0) annual TDA Article 3/Bicycle and Pedestrian audits and sixteen (16) Measure A Specialized Transit attestation services for FY 2020/21 and fourteen (14) thereafter.

Agreement No. 21-19-035-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
 FOR THE WESTERN RIVERSIDE COUNTY
 MEASURE A RECIPIENTS AND
 TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
 OF THE
 RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 AND THE MEMBER AGENCIES
 OF THE
 WESTERN RIVERSIDE COUNTY
 REGIONAL CONSERVATION AUTHORITY
 WITH BROWN ARMSTRONG ACCOUNTANCY CORPORATION**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and BROWN ARMSTRONG ACCOUNTANCY CORPORATION ("Consultant"), a CORPORATION.

2. RECITALS.

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

2.2 Commission desires to engage Consultant to render certain audit and attestation services for the Commission ("Project") as set forth herein.

3. TERMS.

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

incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to June 30, 2024, unless earlier terminated as provided herein. The Commission, at its sole discretion, may extend this Agreement for three (3) additional single year terms through June 30, 2027. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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

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

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

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key

personnel for performance of this Agreement are as follows: Eric H. Xin, Thomas M. Young, Melissa L. Cabezzas, Ken Gill, Alex Medina, and Lorena Matias.

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

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

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

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

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

costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

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

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

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this

Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability

Coverage.

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

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

(D) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional

Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

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

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

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

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

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

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The total compensation shall not exceed Six Hundred Twenty-Two Thousand Seventy-Seven Dollars (\$622,077) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

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

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

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

CONSULTANT:

Brown Armstrong Accountancy Corp.
4200 Truxtun Avenue
Suite 300
Bakersfield, CA 93309
Attn: Eric H. Xin

COMMISSION:

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

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

3.18 Ownership of Materials/Confidentiality.

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

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

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

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

All programs, working papers, files and other materials of the Consultant made pursuant to this Agreement shall remain the property of the Consultant. The Commission will have access to this material at any time. All reports delivered by the Consultant and its subcontractors pursuant to the Agreement shall become the property of the Commission without restriction or limitation on their use and shall be made available

upon request, to the Commission at any time. Original copies of the deliverable reports shall be delivered to the Commission upon completion of the Services or termination of the Services. The Consultant shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of the Commission.

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

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

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by

Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

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

3.21 Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, agents, consultants, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to

indemnity shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. This Section 3.21 shall survive any expiration or termination of this Agreement.

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

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

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

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

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

3.27 Prohibited Interests and Conflicts.

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

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

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

employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

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

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

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

3.30 Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
FOR THE WESTERN RIVERSIDE COUNTY
MEASURE A RECIPIENTS AND
TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND THE MEMBER AGENCIES
OF THE
WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
WITH BROWN ARMSTRONG ACCOUNTANCY CORPORATION**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**BROWN ARMSTRONG
ACCOUNTANCY CORPORATION**

By: _____
Anne Mayer
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: Secretary

EXHIBIT "A"

STATEMENT OF SERVICES

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

Statement of Services

A. General

The Riverside County Transportation Commission (RCTC), as the transportation planning agency for Riverside County and the managing agency for the Western Riverside County Regional Conservation Authority (RCA), is issuing this Request for Proposal in order to secure services from a Consultant(s) of certified public accountants to perform for the fiscal years ending June 30, 2021, 2022, and 2023, with the option of performing such services for three (3) additional one-year terms:

- Financial and compliance audits of RCTC's Transportation Development Act (TDA) claimants for transit (including funding from Local Transportation Fund (LTF) Article 4, State Transit Assistance (STA), State of Good Repair (SGR), Low Carbon Transit Operations Program (LCTOP), and Proposition 1B);
- Financial and compliance audits of RCTC's TDA claimants for bicycle and pedestrian projects (consisting of funding from LTF Article 3);
- Agreed-upon procedures similar to those proposed in Appendix A, Section G, for RCTC's Measure A recipients of local streets and roads (LSR) funding;
- Agreed-upon procedures similar to those proposed in Appendix A, Section H, for RCTC's Measure A recipients of specialized transit funding; and
- Agreed upon procedures similar to those proposed in Appendix A, Section I, for RCA's Member Agencies related to the collection and remittance of mitigation fees in accordance with each Member Agency's Multiple Species Habitat Conservation Plan (MSHCP) Ordinance (with amendments).

Measure A Agreed Upon Procedures

The **Measure A Specialized Transit Agreed-Upon Procedures** apply to Western County non-profit and community organizations awarded funding for specialized transit services for a three-year period through a competitive call for projects. The FY 2020/21 funding awarded at RCTC's April 11, 2018 meeting represents the final year of the FY 2018/19 – 2020/21 Call for Projects. Staff expects that the awards for the FY 2021/22 – 2023/24 Call for Projects will be approved by RCTC at the April 14, 2021 meeting, as noted in the FY 2021/22 – 2023/24 Measure A Specialized Transit Call for Projects Guidelines presented at the January 13, 2021 RCTC meeting. FY 2024/25 – FY 2025/26 funding will be determined by the FY 2024/25 – 2026/27 Call for Projects to be awarded in Spring 2024.

The **Measure A LSR Agreed-Upon Procedures** apply to all eligible cities in Riverside County and the County of Riverside. Measure A LSR funding is allocated and disbursed monthly to the cities and the County of Riverside, as specified in Measure A. RCTC does not currently anticipate any incorporations or dis-incorporations of cities that would result in a change in Measure A LSR recipients. Currently, all cities and the County of Riverside meet the eligibility requirements that include:

- Participation in the Western County or Coachella Valley Transportation Uniform Mitigation Fee (TUMF) Program, as applicable;
- Participation in the RCA's MSHCP, as applicable;
- Annual submittal of a 5-Year Capital Improvement Plan (CIP) list of projects;
- Annual Maintenance of Effort certification; and
- Annual Project Status Report for the prior fiscal year CIP.

Transportation Development Act Audits

The **TDA Transit audits** will be performed for the municipal transit operators in the Western County cities of Banning, Beaumont, Corona, and Riverside. TDA Transit operating and capital allocations are approved annually by RCTC in June based on the submittal of each transit operator's Short-Range Transit Plan. The transit operators also may unexpended Proposition 1B funding for capital/rehabilitation and/or security projects received through Caltrans and the California Office of Emergency Services (CalOES), respectively.

The **TDA Bicycle and Pedestrian audits** apply to local jurisdictions awarded funding by RCTC for bicycle and pedestrian projects through a biennial competitive call for projects. Local jurisdictions generally have two years to complete projects, including those projects approved in the FY 2019/20 Call for Projects at RCTC's June 12, 2019 meeting. However, as per revised guidelines approved by RCTC at its January 13, 2021 meeting effective with the FY 2021/22 Call for Projects to be awarded at the June 9, 2021 RCTC meeting, local jurisdictions will now have three years to complete projects. Claimants may request disbursement of their allocations by RCTC on a reimbursement basis in accordance with RCTC's policies. Accordingly, the TDA Bicycle and Pedestrian audits are dependent on claims for expenditures of such funds.

MSHCP Agreed Upon Procedures

The **MSHCP Agreed-Upon Procedures** are required for local jurisdictions that are signatories to the Joint Exercise of Powers Agreement forming the RCA. They include the 18 Western County cities and the County of Riverside. The Member Agencies form the independent RCA Board of Directors to acquire, administer, operate, and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP and to implement the MSHCP.

At its December 7, 2020 meeting, the RCA adopted the 2020 Nexus Study and increase in Local Development Mitigation Fees (LDMF). The LDMF increase is effective in two phases. The first phase, an increase of 50%, is effective July 1, 2021. The second phase, full implementation, is effective January 1, 2022. Member Agencies must prepare an ordinance and resolution to be considered and approved by the city council (Board of Supervisors in the case of the County of Riverside) in time to implement the new fee by July 1, 2021. Final action of the city council/Board of Supervisors must be no later than May 2, 2021 to ensure the new ordinance takes effect by July 1, 2021 in accordance with California Government Code Section 66017. Per the

Implementing Agreement with the cities and the County of Riverside signed, the cities and County must adopt the ordinance, "in substantially the same form or at a minimum, containing the same requirements as the model ordinance," adopted by the RCA Board of Directors.

Anticipated Changes in Audit and Attestation Services

RCTC does not anticipate any change in the local jurisdictions subject to TDA Transit audit and Measure A LSR attestation services; RCA does not anticipate any change in the local jurisdictions subject to MSHCP attestation services. The agencies requiring Measure A Specialized Transit and the local jurisdictions requiring TDA Bicycle and Pedestrian audits will be determined each year based on actual disbursements.

The Chief Financial Officer is designated as the coordinator of the work and may appoint a Finance Department staff to coordinate day-to-day oversight. The Chief Financial Officer will serve as the liaison to the audit oversight committee designated by RCTC and the Executive Committee designated by RCA.

The audits are to be performed by the Consultant(s) in accordance with generally accepted auditing standards, including use of the most current version of each of the following standards and guidelines:

- American Institute of Certified Public Accountants audit and attestation standards;
- General Accounting Office's (GAO) *Government Auditing Standards*;
- Measure A conformance requirements (Section I);
- Transit requirements (Section J); and
- MSHCP requirements (Section K).

B. Scope of Work to be Performed

The selected Consultant(s) will be required to perform the following tasks:

- Audit of the transit and transportation financial statements of the jurisdictions receiving TDA funds in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the TDA as summarized in the TDA Guidebook; and SGR, LCTOP, and Proposition 1B audit guidelines specified by Caltrans and CalOES.
- Performance of agreed-upon procedures similar to those listed in Section F solely to assist RCTC in evaluating the applicable jurisdictions' Measure A transportation funds and degree of their compliance with RCTC's requirements of the Measure A LSR program. RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the Measure A LSR program.
- Performance of agreed-upon procedures similar to those listed in Section G solely to assist RCTC in evaluating the applicable jurisdictions'/agencies' Measure A specialized transit funds and degree of their compliance with RCTC's requirements of the Measure A

specialized transit program. RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the Measure A Specialized Transit program.

- Performance of agreed-upon procedures similar to those listed in Section H solely to assist RCA in evaluating if fees are collected and remitted in accordance with each Member Agency's MSHCP Mitigation Fee Ordinance (with amendments). RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the MSHCP, including RCA changes to the LDMF affecting Member Agency MSHCP Mitigation Fee Ordinances and adoption of a related resolution.

C. Deliverables

Following completion of the audits and agreed-upon procedures and a review of the draft reports by RCTC, the Consultant(s) shall issue:

- A report on the fair presentation of the financial statements for the TDA claimants in conformity with generally accepted accounting principles and on compliance and internal control.
- A report on the agreed-upon procedures related to the Measure A recipients of LSR funding.
- A report on the agreed-upon procedures related to the Measure A recipients of specialized transit funding.
- A report on the agreed-upon procedures related to the MSHCP fee collection and remittance.

Drafts of the reports will be provided to RCTC staff and the applicable TDA claimant, Measure A recipient, or Member Agency. The Chief Financial Officer or designee shall review and approve each report prior to issuance.

For each report issued to RCTC, the Consultant shall issue one PDF copy to RCTC and one PDF to the applicable TDA claimant or Measure A recipient, as applicable.

For each report issued to RCA, the Consultant shall print three (3) copies and issue one PDF copy to RCA.

Financial and Compliance Reports

The Consultant will submit a financial and compliance report for each TDA audit. The Consultant will be responsible for the preparation, editing, and printing of all financial and compliance reports, including the financial statements and notes to the financial statements. Although the Consultant will prepare the financial statements, management of the TDA Claimant is responsible for the financial statements.

Agreed-Up Procedures

The Consultant will submit a report for each Measure A recipient or Member Agency, as applicable, listing the procedures performed, results of procedures performed, and findings, if any. The Consultant will be responsible for preparation, editing, and printing of all agreed-upon procedure reports.

D. Required Communications

Significant Deficiencies – In the required reports on compliance and internal controls, the Consultant shall communicate any significant deficiencies found during the audit of the TDA claimants. A significant deficiency shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

Significant deficiencies that are also material weaknesses shall be identified as such in the report. Other control deficiencies discovered by the Consultant may be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance may be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Irregularities and illegal acts – The Consultant shall be required to make an immediate, written report of all irregularities and illegal acts or indication of illegal acts of which they become aware to the jurisdiction/agency and RCTC's/RCA's audit oversight committee, Executive Director, and Chief Financial Officer.

Planning meetings – The Consultant shall meet with RCTC staff at least once a year prior to the commencement of the audits and agreed-upon procedures.

E. Audit Schedule

The work to be performed at the jurisdictions and agencies shall be arranged by the Consultant with the individual jurisdiction or agency after the conclusion of a planning meeting with RCTC and RCTC's issuance of audit notification letters to each jurisdiction and agency.

The RCTC work should be scheduled for no later than November 15 of each year. Barring unforeseen circumstances, the Consultant must conduct the work activities and provide all required reports and information to RCTC no later than December 31 of each year. The TDA audits are required to be submitted to the State Controller by December 31 of each year; however, an extension may be granted by RCTC for no more than 90 days. RCTC's policy for Measure A reports follows the TDA requirement; however, a formal extension is generally not issued.

RCA is required to annually certify to RCTC by June 30 that local jurisdictions participating in the MSHCP comply with the MSHCP participation requirements to collect and remit fees in accordance with each Member Agency's MSHCP Ordinance (with amendments). Accordingly,

the RCA requires all agreed-upon procedures reports to be issued by February 28 in the year following the fiscal year for which the agreed-upon procedures are performed.

The Consultant shall keep RCTC apprised at least monthly on the status of the audits and any issues which have been encountered. RCTC will provide assistance, to the extent necessary and/or possible, to resolve such issues. If circumstances outside the control of the Consultant or RCTC or the RCA arise and the deadline cannot be met, both parties agree to communicate the circumstances and develop an action plan.

F. Measure A Proposed Local Streets and Roads Agreed-Up Procedures (Proposed)

1. Review the 2009 Measure A (Ordinance 02-001) compliance requirements. Western County jurisdictions are required to participate in the Transportation Uniform Mitigation Fee (TUMF) program and in the Multi-Species Habitat Conservation Plan (MSHCP), which are administered by the Western Riverside Council of Governments (WRCOG) and the Western Riverside County Regional Conservation Authority (RCA), respectively. Coachella Valley jurisdictions are required to participate in the TUMF program administered by the Coachella Valley Association of Governments (CVAG). Indicate participation in TUMF and/or MSHCP programs.
2. Obtain from RCTC the approved Five-Year Capital Improvement Plan (CIP) for the fiscal year.
3. Obtain from the jurisdiction a detail general ledger and balance sheet for the fiscal year.
 - a. Identify the amount of Measure A cash and investments recorded at the end of the fiscal year. Compare amount to Measure A fund balance and provide an explanation for any differences greater than 25% of fund balance.
 - b. Identify any amounts due from other funds.
 - c. Identify the components of ending fund balance for the Measure A activity (e.g., nonspendable, restricted, assigned, committed, unassigned) [and for County of Riverside only by geographic area].
 - i. Identify the existence of any restatement of Measure A fund balance; inquire of management as to the reason for any restatement and provide a summary of the restatement items.
 - ii. Compare ending fund balance to total revenues for the current year and prior two years. If ending fund balance is greater than sum of total revenues for the three-year period, inquire of management as to the reason(s) for the accumulation of fund balance (e.g., status of specific projects included in the 5-Year CIP).
4. Obtain an operating statement for the Measure A activity for the fiscal year, including budget amounts; include the operating statement as an exhibit to the report.
 - a. Review the revenues in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A revenues received from RCTC and identify what the total revenues were for the fiscal year.

- ii. Obtain from RCTC a listing of Measure A payments to the jurisdiction.
 - 1. Compare the Measure A sales tax revenues recorded by the jurisdiction to the listing of payments made by RCTC. [Use gross amounts paid by RCTC]
 - iii. Obtain from the jurisdiction an interest allocation schedule for the fiscal year.
 - 1. Identify the allocation amount of interest income to Measure A activity and what the amount of interest income was for the fiscal year. If no interest was allocated, inquire of management as to reason for not allocating interest income.
 - b. Review the expenditures in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A expenditures and what the total expenditures were for the fiscal year.
 - ii. Select expenditures for testing that comprise at least 20% of the total expenditures.
 - 1. For the expenditures selected for testing, compare the dollar amount listed on the general ledger to the supporting documentation.
 - 2. For the expenditures selected for testing, review the 5-Year CIP and note if the project is included in the 5-Year CIP and is an allowable cost.
 - iii. Inquire of management as to the nature of any transfers in or out recorded in the Measure A fund. For any transfers out, determine if nature of transfer out was included in the 5-Year CIP.
 - iv. Inquire of management as to the amount of general or non-project-related indirect costs, if any, included in expenditures. If indirect costs exceed 8% of Measure A revenue, inquire of management as to the basis for indirect costs charged to Measure A. If indirect costs are identified, determine if such costs are included in the 5-Year CIP.
 - v. Inquire of management as to the amount of debt service expenditures recorded in the Measure A fund and determine if such costs are included in the 5-Year CIP.
- 5. Obtain from RCTC a listing of jurisdictions who participate in the Western County or Coachella Valley TUMF programs.
 - a. If the jurisdiction is a participant in the TUMF program, select at least one disbursement for validation as to the amount remitted to WRCOG or CVAG, as applicable.
 - b. Indicate the total amount of TUMF fees collected and remitted during the fiscal year.
- 6. Obtain from RCTC a listing of jurisdictions who participate in the Western County MSHCP program.
 - a. If the jurisdiction is a participant in the MSHCP program, select at least one disbursement for validation as to the amount remitted to RCA, as applicable.
 - b. Inquire of management as to the existence of any fees collected in prior years and not remitted to RCA as of the end of the fiscal year.
 - c. Indicate the total amount of MSHCP fees collected and remitted during the fiscal year.

7. Obtain from RCTC the MOE base year requirement, including supporting detail of the calculations for its city/County, and the carryover amount allowed as of the beginning of the fiscal year.
 - a. Obtain from the city/County a calculation of its current year MOE amount in the format similar to its base year calculation. Attach a copy of the calculation worksheet provided by the city/County as an exhibit to the report.
 - b. Compare the current year MOE amounts from the General Fund to the general ledger.
 - c. Review the General Fund general ledger to determine if there were any transfers in to fund any MOE amounts.
 - d. Compare the amount of current year MOE expenditures to the MOE base requirement and add any excess to, or subtract any deficiency from, the carryover amount.
 - e. If the amount of discretionary funds spent is less than the MOE base requirement (MOE deficiency), determine the amount of any prior year MOE carryover using the information obtained from RCTC and reduce the MOE deficiency by any available MOE carryover to determine an adjusted current year expenditure amount.

G. Measure A Proposed Specialized Transit Agreed-Upon Procedures (Proposed)

1. Obtain specialized transit grant funding agreement from RCTC, including exhibit of budget submitted with funding application, matching requirements, and any budget modifications subsequently approved by RCTC.
 - a. Inquire of management as to the accounting and identification of Measure A funded programs.
 - b. Inquire of management as to whether the accounting of Measure A funds received by the Agency were accounted for separately or commingled with other programs and/or funding sources.
2. Obtain monthly reporting package for third, sixth, ninth, and last months of the annual reporting period and revenue and expense amounts for the fiscal year from the general ledger.
 - a. Recalculate totals on reporting packages.
 - b. Inquire of management as to the accomplishment of the applicable program goals and source of documentation for accomplishing program goals. Agree third, sixth, and ninth month reports provided by RCTC to source documents from Agency as to total passenger one-way trips made or number of people served.
 - c. Include a summary of revenues and expenses from the general ledger for the fiscal year compared to budgeted amounts (present in format of monthly reporting package) as an exhibit (Exhibit A).
 - d. For the exhibit summary of revenues and expenses, calculate variances of budgeted expense amounts compared to actual amounts in terms of dollars and percentages. For expense variances greater than 25%, inquire of management as to the existence of approval from RCTC. Determine if budgeted amounts per Exhibit A are consistent with the current Commission-approved budget.

- e. For the exhibit summary of revenues and expenses, calculate the variance of total budgeted expenses compared to actual total expenses in terms of dollars and percentage.
 - i. If the variance is greater than 20%, inquire of management why the actual total expenses were less than the budgeted total expenses.
 - f. List the total revenues and expenses from the final fiscal year reporting package ("Check Sum" tab) and calculate the difference between funding received and expenses/capital expenditures incurred as per Exhibit A. For any variances, inquire of management as to the nature of the changes in originally reported revenues and/or expenses.
3. Determine if funding agreement includes requirement for matching contributions. If agency was required to provide matching contributions, perform the following procedures:
- a. Review RCTC's policy on qualifying in-kind matching contributions.
 - b. Inquire of management how matching requirements per the funding agreement were satisfied (i.e., sources) and what the total dollar value was for cash match and for in-kind matching contributions. Indicate if cash and in-kind matching amounts were not met, met, or exceeded, as applicable.
 - i. If match was not met based on budget match requirement, compare actual Measure A revenues to budgeted Measure A revenues. If full amount of budgeted Measure A was not received, the minimum match requirement should also be reduced by a proportionate amount in order to determine the adjusted match requirement.
 - ii. If adjusted match requirement was not met, inquire of management as to explanation for shortfall in meeting adjusted match requirement.
 - c. If source of match was in-kind contributions, inquire of management as to the following:
 - i. If such contributions were made by a third party.
 - ii. If such third party contributions were related to property or services which benefited the project or program and which were contributed by third parties without charge to the grantee, or through a modified cost arrangement;
 - iii. If such contributions were necessary and reasonable for the efficient accomplishment of program objectives; and
 - iv. If using volunteer time, a tracking method existed to identify when donated services were provided.
 - d. For in-kind matching contributions presented on the third, sixth, and ninth month reporting packages, compare such contribution amounts to supporting documentation provided by the third party.
 - e. Inquire of management if any loans were obtained or lines of credit utilized to pay Measure A program expenses.
 - i. If such indebtedness was incurred, inquire of management as to the amount and if such amount is reflected in revenues as a cash match.
4. Obtain amount of Measure A funds disbursed to Agency from RCTC for specialized transit grant purposes for the fiscal year.

- a. Agree amount from RCTC to amount recorded by the agency.
- 5. Obtain a summary of expenses (Personnel, Operating, Capital) by major line item incurred by the Agency related to the specialized transit grant; include summary as an exhibit (Exhibit A) to the report.
 - a. Inquire of management how Measure A expenses are recorded (i.e., direct costs, allocations, or indirect costs).
 - b. Inquire of management as to the existence of any unreported expenses related to the Measure A specialized transit program provided by the Agency. If amounts are not reported, obtain a summary of such amounts and inquire of management as to why such amounts are not reported.
 - c. Select one pay period from personnel expenses for testing.
 - d. Select operating expenses for testing that comprise at least 20% of the total expenses.
 - e. Select all capital expenditures for testing.
 - f. For the expenses/capital expenditures selected for testing, compare the dollar amount listed on the general ledger to the supporting documentation. Additionally, for personnel expenses, agree hours charged to Measure A specialized transit activities to approved timesheet or other documentation.
 - g. For the expenses/capital expenditures selected for testing, compare the type of expense to the allowable costs included in the funding agreement.
 - h. Compare the summary of expenses/capital expenditures by major line item to the budget included in the funding agreement and note any variances.
 - i. Inquire of management as to the amount of indirect or overhead costs, if any, included in expenses and compare amount to the budget included in the funding agreement.
- 6. Inquire of management as to the existence of any temporarily restricted net assets or deferred revenues as of the end of the fiscal year related to the Measure A funded program.
 - a. Obtain a copy of approval letter from RCTC, if applicable, for the carryover of such balances.
 - b. If temporarily restricted net assets or deferred revenues exist as of the end of the fiscal year, inquire of management as to source of funds responsible for generating such balances.
- 7. Review the prior year's report and note the existence of any temporarily restricted net assets or deferred revenues as of the end of the prior fiscal year; inquire of management if such amount was used to reduce the current fiscal year disbursements of Measure A to the Agency.
- 8. Inquire of management as to the rating of the Agency's insurer for commercial general liability insurance, business automobile liability insurance, and worker's compensation insurance.

H. MSHCP Member Agency Agreed-Upon Procedures (Proposed, subject to change due to requirement to adopt new ordinance and resolution)

1. Obtain any updates to the Member Agency's ordinance for collection of the MSHCP fees.
2. Upon obtaining the updates, determine if the ordinance is in accordance with the MSHCP Implementing Agreement and Joint Powers Agreement.
3. Determine if fees on the building permits are collected in accordance with the Member Agency ordinance.
4. Obtain the schedule of fees collected on MSHCP building permits for the year ended June 30, 202X.
5. Obtain a listing of building permits issued during the year ended June 30, 202X. Identify the new construction and commercial/industrial permits. Select for testing 10% of new construction and commercial/industrial building permits, selecting no less than 25 permits or 100% of permits if total permits for new construction and commercial/industrial is less than 25.
6. Recalculate the fees collected by the Member Agency on building permits to determine if they are correct and if the correct amounts have been remitted to the RCA. If fees are incorrect, determine the fees that should have been collected and remitted.
7. Determine if fees collected on building permits were remitted to the RCA within 90 days of the earlier of the date they were collected or should have been collected.
8. Determine additional amounts, if any, which should be returned to the Member Agency for building permits.
9. If amounts are due to the RCA on building permits, calculate interest owed, based on the RCA's Resolution No. 07-04 adopted on September 10, 2007, using the interest rate paid by Riverside County (County) Treasury on amounts held by the County.
10. Obtain a list of all construction (civic and infrastructure) contracts awarded by the Member Agency during the fiscal year. Select a sample of 10% of the contracts for testing, selecting no less than three contracts, or 100% of contracts if the total number of contracts is less than three.
11. Compute the amount of MSHCP fees on the civic and infrastructure contracts that should have been remitted.
12. Determine if the MSHCP fees on the civic and infrastructure contracts were remitted to the RCA within 90 days of contract award.
13. Determine additional amounts on civic and infrastructure contracts, if any, which should be remitted to the RCA or returned to the Member Agency.
14. If additional amounts are due to the RCA on civic and infrastructure contracts, calculate interest owed, using the interest rate paid County Treasury on amounts held by the County.

I. Measure A Recipient Conformance Requirements

1. **Allowable Costs.** 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.

- a. Eligible local street and road projects costs include any engineering, capital, or maintenance cost. Decisions on projects are to be made by *local jurisdictions* subject to Capital Improvement Program requirements.
 - i. Annual budget reflecting the local government or agency's anticipated receipts and expenditures should be prepared and submitted to *RCTC upon approval* by the governing board. The data contained in the capital improvement plans submitted to RCTC should be included in the recipient's budgets. These budgets allow for proper evaluation by RCTC of the recipient's activities on an annual basis. (Policy adopted May 8, 1991)
 - b. Eligible transit programs include special discount fares for seniors and handicapped people, commuter bus services, funding for computer assisted rideshare programs, and "seed" programs to encourage the creation of vanpools. Additionally, funds will be used to provide further reductions for the truly needy and to expand existing services and implement new services. Bus capital replacement and additional bus service may also be an eligible program within the Coachella Valley, subject to a determination of funding by the Coachella Valley Association of Governments (CVAG).
2. **Maintenance of Effort (MOE).** Additional funds provided under Measure A are intended to supplement existing local revenues being used for transportation purposes. Government agencies shall maintain their existing commitment of local funds for street highway and public transit purposes pursuant to Measure A.
- a. The local cities and the County shall annually submit to RCTC a list of the proposed uses for these funds and a certification that the MOE 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.
 - i. Agencies may use any local discretionary funds expended for local streets and roads purposes during previous fiscal years which were in excess of their maintenance of effort requirements to meet their MOE requirements for the fiscal year. (Measure A Maintenance of Effort Guidelines)
 - b. RCTC shall assure the cities' and County compliance with MOE funding requirements before allocating funds for local streets and roads.
 - c. RCTC shall not allocate funds to an individual city or the County for local streets and roads use within the Western County and Coachella Valley areas unless WRCOG or CVAG indicates participation of agency in the Transportation Uniform Mitigation Fee program necessary for implementation of the planned regional arterial system.
3. **Allocation of Funds to Geographic Areas.** 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.
4. **Allocation of Funds within Geographic Areas.** RCTC shall return 2009 Measure A funds to the geographic areas as follows (*Applicable to RCTC*):

- a. **Western County.** To be distributed for the following programs: \$370 million (approx. 11% to new corridors; \$1,020 million (approx. 30%) to highways; \$390 million (approx. 12%) to public transit; \$300 million (approx. 9%) to regional arterials; \$970 million (approx. 29%) to local streets and roads; \$270 million (approx. 8%) to bond financing; and \$40 million (approx. 1%) to economic development.
 - i. Local streets and roads funding are to be distributed by a formula based on 75% on proportionate population and 25% on 2009 Measure A revenues generated within each jurisdiction, if they participate in the Transportation Uniform Mitigation Fee program and Multi-Species Habitat Conservation Plan. If local agencies choose not to participate in the TUMF and MSHCP programs, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by RCTC.
- b. **Coachella Valley.** To be distributed for the following programs: 50% to highways and regional arterial projects; 35% to local streets and roads; and 15% to specialized public transit.
 - i. Local streets and roads funds will be provided to Coachella Valley cities and the County if they participate in the Transportation Uniform Mitigation Fee program. If local agencies choose not to participate in the TUMF program, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by CVAG.
 - ii. Local streets and roads funds are to be distributed by a formula based on 50% on proportionate dwelling units and 50% on 2009 Measure A revenues generated within each jurisdiction, as interpreted in Ordinance and direction provided by CVAG.
- c. **Palo Verde Valley.** To be distributed 100% to local streets and roads.
 - i. Local streets and roads funds are to be distributed by a formula based on 75% on proportionate population and 25% on sales tax revenues generated in each jurisdiction.
- 5. **Accounting Records.** Measure A recipients are required to maintain accurate, complete, and separate accounting records for all sources of the funds they receive. Small not-for-profit agencies are encouraged but not required to maintain separate accounting records as long as Measure A receipts, related revenues, and expenditures can be readily identified. If RCTC's independent auditors are unable to readily identify which funds are being used for expenditures, then the agency will be required to maintain separate accounting records and cash accounts if they are to continue receiving Measure A allocations. Any agency which maintains poor accounting records will receive funding allocations on a reimbursement basis only. (Policy adopted May 12, 1993)
- 6. **Interfund Borrowing.** Interfund borrowing from Measure A funding sources to another local jurisdiction fund is strictly prohibited. Cities and agencies must maintain sufficient cash balances so as not to impair their Measure A funds. Evidence of interfund borrowing or impaired cash balances will result in the city or agency receiving

funds from RCTC on a reimbursement basis only after any existing city or agency reserves of prior Commission funds have been fully depleted. (Policy adopted May 12, 1993)

7. **Interest Income Allocations.** Interest on Measure A funds shall accrue separately for all of RCTC's programs as defined in the text of Measure A. This interest allocation policy is applicable to the entire County, and such allocations shall be made monthly. Interest earned on unexpended Measure A monies should be recorded in the Measure A fund established by a local government or other agency receiving local streets and roads or specialized transit monies. As these funds are restricted, the related interest earned should be restricted as required by governmental regulations and other transportation funding including the Transportation Act. (Policy adopted May 8, 1991 and May 12, 1993)
8. **Accumulated Deficits.** Accumulated funding source deficits are the responsibility of the local jurisdiction. RCTC will consider allocating additional funds for such deficits when justifiable on a case-by-case basis. (Policy adopted May 12, 1993)
9. **Budget Variances.** Significant budget variances should be avoided. All local jurisdictions are required to compare the budget to actual results and make mid-year revisions as needed. (Policy adopted May 12, 1993)
10. **Unexpended Monies.** Whenever the annual fiscal audit or the proposed update of the Five Year Capital Improvement Program of a local agency shows a Measure A Local Streets and Road Program carryover balance in excess of *three (3) times the annual allocation* to an agency, Commission staff will:
 - a. Meet with the local agency to have them explain the reason for the carryover and explore alternatives for moving projects faster, and
 - b. Present a report of their findings to RCTC's Budget and Finance Committee to determine if any further action should be considered and proposed to the full Commission.(Policy included in December 13, 1995 revisions to the RCTC Program and Funding Guide)

J. Transit Compliance Requirements

The auditors should review the TDA regulations for Local Transportation Fund and State Transit Assistance funding. California Code Section 6664 discusses the fiscal and compliance audits of all claimants, Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants. The TDA Statutes and California Code of Regulation Guidebook is available at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/f0009844-tda-07-2018-a11y.pdf>.

California Department of Transportation program guidelines for State of Good Repair funds received through RCTC are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/sgr/202008-sgr-final-guidelines-a11y.pdf>

Proposition 1B accountability requirements for Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/ptmisea/201910-ptmisea-guidelines-a11y.pdf>

Proposition 1B guidelines for Transit System Safety, Security, and Disaster Response Account (TSSSDRA) funds received through CalOES are located at:

[https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA guidelines](https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA%20guidelines)

LCTOP program guidelines for funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/lctop/201909-lctop-fy19-20-guidelines-a11y.pdf>

K. MSCHP Compliance Requirements

The auditors should review the MSHCP Member Agency requirements in various implementation documents which are available at:

MSHCP Implementation Agreement Ordinance (for current procedures, see model ordinance beginning on page 347 of link)

https://www.wrc-rca.org/Permit_Docs/MSHCP/MSHCP-Volume3.pdf

MSHCP Implementation Manual (effective for FY 2021/22 agreed-upon procedures)

https://www.wrc-rca.org/Permit_Docs/MSHCP/MSHCP%20Mitigation%20Fee%20Implementation%20Manual%20Final.pdf

End of Statement of Services

EXHIBIT "B"

COMPENSATION

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

(Amounts subject to rounding differences)

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Brown Armstrong Accountancy Corporation ²	Audit and Attestation Services	\$ 622,077
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 622,077

TASK NUMBER	TASK DESCRIPTION	COST
TDA Article 3/Bicycle and Pedestrian ²	Audit Services	\$ 172,800
TDA Article 4/Transit	Audit Services	-
Measure A Local Streets and Roads	Agreed-Upon Procedures Attestation Services	194,443
Measure A Specialized Transit ²	Agreed-Upon Procedures Attestation Services	-
MSHCP Member Agencies	Agreed-Upon Procedures Attestation Services	254,833
SUBTOTAL		622,077
OTHER DIRECT COSTS		\$ -
TOTAL COSTS		\$ 622,077

FISCAL YEAR	PROJECT	COST
FY 2020/21 ²	Audit and Attestation Services	\$ 103,679
FY 2021/22 ²	Audit and Attestation Services	103,679
FY 2022/23 ²	Audit and Attestation Services	103,679
FY 2023/24 (Option Year 1) ²	Audit and Attestation Services	103,679
FY 2024/25 (Option Year 2) ²	Audit and Attestation Services	103,679
FY 2025/26 (Option Year 3) ²	Audit and Attestation Services	103,679
SUBTOTAL		622,077
TOTAL COSTS		\$ 622,077

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

² TDA Article 3/Bicycle and Pedestrian audits and Measure A Specialized Transit agreed-upon procedures will be determined annually based on TDA claimants and Measure A disbursements; accordingly, amounts are estimated. This estimate assumes eight (8) annual TDA Article 3/Bicycle and Pedestrian audits and zero (0) Measure A Specialized Transit attestation services.

Agreement No. 21-19-036-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
 FOR THE WESTERN RIVERSIDE COUNTY
 MEASURE A RECIPIENTS AND
 TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
 OF THE
 RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 AND THE MEMBER AGENCIES
 OF THE
 WESTERN RIVERSIDE COUNTY
 REGIONAL CONSERVATION AUTHORITY
 WITH CONRAD LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and CONRAD LLP ("Consultant"), a Limited Liability Partnership.

2. RECITALS.

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

2.2 Commission desires to engage Consultant to render certain audit and attestation services for the Commission ("Project") as set forth herein.

3. TERMS.

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

incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to June 30, 2024, unless earlier terminated as provided herein. The Commission, at its sole discretion, may extend this Agreement for three (3) additional single year terms through June 30, 2027. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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

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

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

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key

personnel for performance of this Agreement are as follows: Andrea Jayasekara, Sam Parera, Mariana Beuchat, Cameron Gelinis, and Sage Mohan.

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

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

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

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

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

costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

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

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

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this

Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional

Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

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

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

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

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

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

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The total compensation shall not exceed One Hundred Three Thousand Seven Hundred Sixty Dollars (\$103,760) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

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

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

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

CONSULTANT:

Conrad LLP
23161 Lake Center Dr.
Suite 200
Lake Forest, CA 92630
Attn: Andrea Jayasekara

COMMISSION:

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

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

3.18 Ownership of Materials/Confidentiality.

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

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

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

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

All programs, working papers, files and other materials of the Consultant made pursuant to this Agreement shall remain the property of the Consultant. The Commission will have access to this material at any time. All reports delivered by the Consultant and its subcontractors pursuant to the Agreement shall become the property of the Commission without restriction or limitation on their use and shall be made available

upon request, to the Commission at any time. Original copies of the deliverable reports shall be delivered to the Commission upon completion of the Services or termination of the Services. The Consultant shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of the Commission.

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

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

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by

Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

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

3.21 Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, agents, consultants, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to

indemnity shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. This Section 3.21 shall survive any expiration or termination of this Agreement.

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

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

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

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

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

3.27 Prohibited Interests and Conflicts.

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

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

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

employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

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

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

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

3.30 Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
FOR THE WESTERN RIVERSIDE COUNTY
MEASURE A RECIPIENTS AND
TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND THE MEMBER AGENCIES
OF THE
WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
WITH CONRAD LLP**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CONRAD LLP

By: _____
Anne Mayer
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: Secretary

EXHIBIT "A"

STATEMENT OF SERVICES

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

Statement of Services

A. General

The Riverside County Transportation Commission (RCTC), as the transportation planning agency for Riverside County and the managing agency for the Western Riverside County Regional Conservation Authority (RCA), is issuing this Request for Proposal in order to secure services from a Consultant(s) of certified public accountants to perform for the fiscal years ending June 30, 2021, 2022, and 2023, with the option of performing such services for three (3) additional one-year terms:

- Financial and compliance audits of RCTC's Transportation Development Act (TDA) claimants for transit (including funding from Local Transportation Fund (LTF) Article 4, State Transit Assistance (STA), State of Good Repair (SGR), Low Carbon Transit Operations Program (LCTOP), and Proposition 1B);
- Financial and compliance audits of RCTC's TDA claimants for bicycle and pedestrian projects (consisting of funding from LTF Article 3);
- Agreed-upon procedures similar to those proposed in Appendix A, Section G, for RCTC's Measure A recipients of local streets and roads (LSR) funding;
- Agreed-upon procedures similar to those proposed in Appendix A, Section H, for RCTC's Measure A recipients of specialized transit funding; and
- Agreed upon procedures similar to those proposed in Appendix A, Section I, for RCA's Member Agencies related to the collection and remittance of mitigation fees in accordance with each Member Agency's Multiple Species Habitat Conservation Plan (MSHCP) Ordinance (with amendments).

Measure A Agreed Upon Procedures

The **Measure A Specialized Transit Agreed-Upon Procedures** apply to Western County non-profit and community organizations awarded funding for specialized transit services for a three-year period through a competitive call for projects. The FY 2020/21 funding awarded at RCTC's April 11, 2018 meeting represents the final year of the FY 2018/19 – 2020/21 Call for Projects. Staff expects that the awards for the FY 2021/22 – 2023/24 Call for Projects will be approved by RCTC at the April 14, 2021 meeting, as noted in the FY 2021/22 – 2023/24 Measure A Specialized Transit Call for Projects Guidelines presented at the January 13, 2021 RCTC meeting. FY 2024/25 – FY 2025/26 funding will be determined by the FY 2024/25 – 2026/27 Call for Projects to be awarded in Spring 2024.

The **Measure A LSR Agreed-Upon Procedures** apply to all eligible cities in Riverside County and the County of Riverside. Measure A LSR funding is allocated and disbursed monthly to the cities and the County of Riverside, as specified in Measure A. RCTC does not currently anticipate any incorporations or dis-incorporations of cities that would result in a change in Measure A LSR recipients. Currently, all cities and the County of Riverside meet the eligibility requirements that include:

- Participation in the Western County or Coachella Valley Transportation Uniform Mitigation Fee (TUMF) Program, as applicable;
- Participation in the RCA's MSHCP, as applicable;
- Annual submittal of a 5-Year Capital Improvement Plan (CIP) list of projects;
- Annual Maintenance of Effort certification; and
- Annual Project Status Report for the prior fiscal year CIP.

Transportation Development Act Audits

The **TDA Transit audits** will be performed for the municipal transit operators in the Western County cities of Banning, Beaumont, Corona, and Riverside. TDA Transit operating and capital allocations are approved annually by RCTC in June based on the submittal of each transit operator's Short-Range Transit Plan. The transit operators also may unexpended Proposition 1B funding for capital/rehabilitation and/or security projects received through Caltrans and the California Office of Emergency Services (CalOES), respectively.

The **TDA Bicycle and Pedestrian audits** apply to local jurisdictions awarded funding by RCTC for bicycle and pedestrian projects through a biennial competitive call for projects. Local jurisdictions generally have two years to complete projects, including those projects approved in the FY 2019/20 Call for Projects at RCTC's June 12, 2019 meeting. However, as per revised guidelines approved by RCTC at its January 13, 2021 meeting effective with the FY 2021/22 Call for Projects to be awarded at the June 9, 2021 RCTC meeting, local jurisdictions will now have three years to complete projects. Claimants may request disbursement of their allocations by RCTC on a reimbursement basis in accordance with RCTC's policies. Accordingly, the TDA Bicycle and Pedestrian audits are dependent on claims for expenditures of such funds.

MSHCP Agreed Upon Procedures

The **MSHCP Agreed-Upon Procedures** are required for local jurisdictions that are signatories to the Joint Exercise of Powers Agreement forming the RCA. They include the 18 Western County cities and the County of Riverside. The Member Agencies form the independent RCA Board of Directors to acquire, administer, operate, and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP and to implement the MSHCP.

At its December 7, 2020 meeting, the RCA adopted the 2020 Nexus Study and increase in Local Development Mitigation Fees (LDMF). The LDMF increase is effective in two phases. The first phase, an increase of 50%, is effective July 1, 2021. The second phase, full implementation, is effective January 1, 2022. Member Agencies must prepare an ordinance and resolution to be considered and approved by the city council (Board of Supervisors in the case of the County of Riverside) in time to implement the new fee by July 1, 2021. Final action of the city council/Board of Supervisors must be no later than May 2, 2021 to ensure the new ordinance takes effect by July 1, 2021 in accordance with California Government Code Section 66017. Per the

Implementing Agreement with the cities and the County of Riverside signed, the cities and County must adopt the ordinance, "in substantially the same form or at a minimum, containing the same requirements as the model ordinance," adopted by the RCA Board of Directors.

Anticipated Changes in Audit and Attestation Services

RCTC does not anticipate any change in the local jurisdictions subject to TDA Transit audit and Measure A LSR attestation services; RCA does not anticipate any change in the local jurisdictions subject to MSHCP attestation services. The agencies requiring Measure A Specialized Transit and the local jurisdictions requiring TDA Bicycle and Pedestrian audits will be determined each year based on actual disbursements.

The Chief Financial Officer is designated as the coordinator of the work and may appoint a Finance Department staff to coordinate day-to-day oversight. The Chief Financial Officer will serve as the liaison to the audit oversight committee designated by RCTC and the Executive Committee designated by RCA.

The audits are to be performed by the Consultant(s) in accordance with generally accepted auditing standards, including use of the most current version of each of the following standards and guidelines:

- American Institute of Certified Public Accountants audit and attestation standards;
- General Accounting Office's (GAO) *Government Auditing Standards*;
- Measure A conformance requirements (Section I);
- Transit requirements (Section J); and
- MSHCP requirements (Section K).

B. Scope of Work to be Performed

The selected Consultant(s) will be required to perform the following tasks:

- Audit of the transit and transportation financial statements of the jurisdictions receiving TDA funds in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the TDA as summarized in the TDA Guidebook; and SGR, LCTOP, and Proposition 1B audit guidelines specified by Caltrans and CalOES.
- Performance of agreed-upon procedures similar to those listed in Section F solely to assist RCTC in evaluating the applicable jurisdictions' Measure A transportation funds and degree of their compliance with RCTC's requirements of the Measure A LSR program. RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the Measure A LSR program.
- Performance of agreed-upon procedures similar to those listed in Section G solely to assist RCTC in evaluating the applicable jurisdictions'/agencies' Measure A specialized transit funds and degree of their compliance with RCTC's requirements of the Measure A

specialized transit program. RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the Measure A Specialized Transit program.

- Performance of agreed-upon procedures similar to those listed in Section H solely to assist RCA in evaluating if fees are collected and remitted in accordance with each Member Agency's MSHCP Mitigation Fee Ordinance (with amendments). RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the MSHCP, including RCA changes to the LDMF affecting Member Agency MSHCP Mitigation Fee Ordinances and adoption of a related resolution.

C. Deliverables

Following completion of the audits and agreed-upon procedures and a review of the draft reports by RCTC, the Consultant(s) shall issue:

- A report on the fair presentation of the financial statements for the TDA claimants in conformity with generally accepted accounting principles and on compliance and internal control.
- A report on the agreed-upon procedures related to the Measure A recipients of LSR funding.
- A report on the agreed-upon procedures related to the Measure A recipients of specialized transit funding.
- A report on the agreed-upon procedures related to the MSHCP fee collection and remittance.

Drafts of the reports will be provided to RCTC staff and the applicable TDA claimant, Measure A recipient, or Member Agency. The Chief Financial Officer or designee shall review and approve each report prior to issuance.

For each report issued to RCTC, the Consultant shall issue one PDF copy to RCTC and one PDF to the applicable TDA claimant or Measure A recipient, as applicable.

For each report issued to RCA, the Consultant shall print three (3) copies and issue one PDF copy to RCA.

Financial and Compliance Reports

The Consultant will submit a financial and compliance report for each TDA audit. The Consultant will be responsible for the preparation, editing, and printing of all financial and compliance reports, including the financial statements and notes to the financial statements. Although the Consultant will prepare the financial statements, management of the TDA Claimant is responsible for the financial statements.

Agreed-Up Procedures

The Consultant will submit a report for each Measure A recipient or Member Agency, as applicable, listing the procedures performed, results of procedures performed, and findings, if any. The Consultant will be responsible for preparation, editing, and printing of all agreed-upon procedure reports.

D. Required Communications

Significant Deficiencies – In the required reports on compliance and internal controls, the Consultant shall communicate any significant deficiencies found during the audit of the TDA claimants. A significant deficiency shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

Significant deficiencies that are also material weaknesses shall be identified as such in the report. Other control deficiencies discovered by the Consultant may be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance may be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Irregularities and illegal acts – The Consultant shall be required to make an immediate, written report of all irregularities and illegal acts or indication of illegal acts of which they become aware to the jurisdiction/agency and RCTC's/RCA's audit oversight committee, Executive Director, and Chief Financial Officer.

Planning meetings – The Consultant shall meet with RCTC staff at least once a year prior to the commencement of the audits and agreed-upon procedures.

E. Audit Schedule

The work to be performed at the jurisdictions and agencies shall be arranged by the Consultant with the individual jurisdiction or agency after the conclusion of a planning meeting with RCTC and RCTC's issuance of audit notification letters to each jurisdiction and agency.

The RCTC work should be scheduled for no later than November 15 of each year. Barring unforeseen circumstances, the Consultant must conduct the work activities and provide all required reports and information to RCTC no later than December 31 of each year. The TDA audits are required to be submitted to the State Controller by December 31 of each year; however, an extension may be granted by RCTC for no more than 90 days. RCTC's policy for Measure A reports follows the TDA requirement; however, a formal extension is generally not issued.

RCA is required to annually certify to RCTC by June 30 that local jurisdictions participating in the MSHCP comply with the MSHCP participation requirements to collect and remit fees in accordance with each Member Agency's MSHCP Ordinance (with amendments). Accordingly,

the RCA requires all agreed-upon procedures reports to be issued by February 28 in the year following the fiscal year for which the agreed-upon procedures are performed.

The Consultant shall keep RCTC apprised at least monthly on the status of the audits and any issues which have been encountered. RCTC will provide assistance, to the extent necessary and/or possible, to resolve such issues. If circumstances outside the control of the Consultant or RCTC or the RCA arise and the deadline cannot be met, both parties agree to communicate the circumstances and develop an action plan.

F. Measure A Proposed Local Streets and Roads Agreed-Up Procedures (Proposed)

1. Review the 2009 Measure A (Ordinance 02-001) compliance requirements. Western County jurisdictions are required to participate in the Transportation Uniform Mitigation Fee (TUMF) program and in the Multi-Species Habitat Conservation Plan (MSHCP), which are administered by the Western Riverside Council of Governments (WRCOG) and the Western Riverside County Regional Conservation Authority (RCA), respectively. Coachella Valley jurisdictions are required to participate in the TUMF program administered by the Coachella Valley Association of Governments (CVAG). Indicate participation in TUMF and/or MSHCP programs.
2. Obtain from RCTC the approved Five-Year Capital Improvement Plan (CIP) for the fiscal year.
3. Obtain from the jurisdiction a detail general ledger and balance sheet for the fiscal year.
 - a. Identify the amount of Measure A cash and investments recorded at the end of the fiscal year. Compare amount to Measure A fund balance and provide an explanation for any differences greater than 25% of fund balance.
 - b. Identify any amounts due from other funds.
 - c. Identify the components of ending fund balance for the Measure A activity (e.g., nonspendable, restricted, assigned, committed, unassigned) [and for County of Riverside only by geographic area].
 - i. Identify the existence of any restatement of Measure A fund balance; inquire of management as to the reason for any restatement and provide a summary of the restatement items.
 - ii. Compare ending fund balance to total revenues for the current year and prior two years. If ending fund balance is greater than sum of total revenues for the three-year period, inquire of management as to the reason(s) for the accumulation of fund balance (e.g., status of specific projects included in the 5-Year CIP).
4. Obtain an operating statement for the Measure A activity for the fiscal year, including budget amounts; include the operating statement as an exhibit to the report.
 - a. Review the revenues in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A revenues received from RCTC and identify what the total revenues were for the fiscal year.

- ii. Obtain from RCTC a listing of Measure A payments to the jurisdiction.
 - 1. Compare the Measure A sales tax revenues recorded by the jurisdiction to the listing of payments made by RCTC. [Use gross amounts paid by RCTC]
 - iii. Obtain from the jurisdiction an interest allocation schedule for the fiscal year.
 - 1. Identify the allocation amount of interest income to Measure A activity and what the amount of interest income was for the fiscal year. If no interest was allocated, inquire of management as to reason for not allocating interest income.
 - b. Review the expenditures in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A expenditures and what the total expenditures were for the fiscal year.
 - ii. Select expenditures for testing that comprise at least 20% of the total expenditures.
 - 1. For the expenditures selected for testing, compare the dollar amount listed on the general ledger to the supporting documentation.
 - 2. For the expenditures selected for testing, review the 5-Year CIP and note if the project is included in the 5-Year CIP and is an allowable cost.
 - iii. Inquire of management as to the nature of any transfers in or out recorded in the Measure A fund. For any transfers out, determine if nature of transfer out was included in the 5-Year CIP.
 - iv. Inquire of management as to the amount of general or non-project-related indirect costs, if any, included in expenditures. If indirect costs exceed 8% of Measure A revenue, inquire of management as to the basis for indirect costs charged to Measure A. If indirect costs are identified, determine if such costs are included in the 5-Year CIP.
 - v. Inquire of management as to the amount of debt service expenditures recorded in the Measure A fund and determine if such costs are included in the 5-Year CIP.
- 5. Obtain from RCTC a listing of jurisdictions who participate in the Western County or Coachella Valley TUMF programs.
 - a. If the jurisdiction is a participant in the TUMF program, select at least one disbursement for validation as to the amount remitted to WRCOG or CVAG, as applicable.
 - b. Indicate the total amount of TUMF fees collected and remitted during the fiscal year.
- 6. Obtain from RCTC a listing of jurisdictions who participate in the Western County MSHCP program.
 - a. If the jurisdiction is a participant in the MSHCP program, select at least one disbursement for validation as to the amount remitted to RCA, as applicable.
 - b. Inquire of management as to the existence of any fees collected in prior years and not remitted to RCA as of the end of the fiscal year.
 - c. Indicate the total amount of MSHCP fees collected and remitted during the fiscal year.

7. Obtain from RCTC the MOE base year requirement, including supporting detail of the calculations for its city/County, and the carryover amount allowed as of the beginning of the fiscal year.
 - a. Obtain from the city/County a calculation of its current year MOE amount in the format similar to its base year calculation. Attach a copy of the calculation worksheet provided by the city/County as an exhibit to the report.
 - b. Compare the current year MOE amounts from the General Fund to the general ledger.
 - c. Review the General Fund general ledger to determine if there were any transfers in to fund any MOE amounts.
 - d. Compare the amount of current year MOE expenditures to the MOE base requirement and add any excess to, or subtract any deficiency from, the carryover amount.
 - e. If the amount of discretionary funds spent is less than the MOE base requirement (MOE deficiency), determine the amount of any prior year MOE carryover using the information obtained from RCTC and reduce the MOE deficiency by any available MOE carryover to determine an adjusted current year expenditure amount.

G. Measure A Proposed Specialized Transit Agreed-Upon Procedures (Proposed)

1. Obtain specialized transit grant funding agreement from RCTC, including exhibit of budget submitted with funding application, matching requirements, and any budget modifications subsequently approved by RCTC.
 - a. Inquire of management as to the accounting and identification of Measure A funded programs.
 - b. Inquire of management as to whether the accounting of Measure A funds received by the Agency were accounted for separately or commingled with other programs and/or funding sources.
2. Obtain monthly reporting package for third, sixth, ninth, and last months of the annual reporting period and revenue and expense amounts for the fiscal year from the general ledger.
 - a. Recalculate totals on reporting packages.
 - b. Inquire of management as to the accomplishment of the applicable program goals and source of documentation for accomplishing program goals. Agree third, sixth, and ninth month reports provided by RCTC to source documents from Agency as to total passenger one-way trips made or number of people served.
 - c. Include a summary of revenues and expenses from the general ledger for the fiscal year compared to budgeted amounts (present in format of monthly reporting package) as an exhibit (Exhibit A).
 - d. For the exhibit summary of revenues and expenses, calculate variances of budgeted expense amounts compared to actual amounts in terms of dollars and percentages. For expense variances greater than 25%, inquire of management as to the existence of approval from RCTC. Determine if budgeted amounts per Exhibit A are consistent with the current Commission-approved budget.

- e. For the exhibit summary of revenues and expenses, calculate the variance of total budgeted expenses compared to actual total expenses in terms of dollars and percentage.
 - i. If the variance is greater than 20%, inquire of management why the actual total expenses were less than the budgeted total expenses.
 - f. List the total revenues and expenses from the final fiscal year reporting package ("Check Sum" tab) and calculate the difference between funding received and expenses/capital expenditures incurred as per Exhibit A. For any variances, inquire of management as to the nature of the changes in originally reported revenues and/or expenses.
3. Determine if funding agreement includes requirement for matching contributions. If agency was required to provide matching contributions, perform the following procedures:
- a. Review RCTC's policy on qualifying in-kind matching contributions.
 - b. Inquire of management how matching requirements per the funding agreement were satisfied (i.e., sources) and what the total dollar value was for cash match and for in-kind matching contributions. Indicate if cash and in-kind matching amounts were not met, met, or exceeded, as applicable.
 - i. If match was not met based on budget match requirement, compare actual Measure A revenues to budgeted Measure A revenues. If full amount of budgeted Measure A was not received, the minimum match requirement should also be reduced by a proportionate amount in order to determine the adjusted match requirement.
 - ii. If adjusted match requirement was not met, inquire of management as to explanation for shortfall in meeting adjusted match requirement.
 - c. If source of match was in-kind contributions, inquire of management as to the following:
 - i. If such contributions were made by a third party.
 - ii. If such third party contributions were related to property or services which benefited the project or program and which were contributed by third parties without charge to the grantee, or through a modified cost arrangement;
 - iii. If such contributions were necessary and reasonable for the efficient accomplishment of program objectives; and
 - iv. If using volunteer time, a tracking method existed to identify when donated services were provided.
 - d. For in-kind matching contributions presented on the third, sixth, and ninth month reporting packages, compare such contribution amounts to supporting documentation provided by the third party.
 - e. Inquire of management if any loans were obtained or lines of credit utilized to pay Measure A program expenses.
 - i. If such indebtedness was incurred, inquire of management as to the amount and if such amount is reflected in revenues as a cash match.
4. Obtain amount of Measure A funds disbursed to Agency from RCTC for specialized transit grant purposes for the fiscal year.

- a. Agree amount from RCTC to amount recorded by the agency.
- 5. Obtain a summary of expenses (Personnel, Operating, Capital) by major line item incurred by the Agency related to the specialized transit grant; include summary as an exhibit (Exhibit A) to the report.
 - a. Inquire of management how Measure A expenses are recorded (i.e., direct costs, allocations, or indirect costs).
 - b. Inquire of management as to the existence of any unreported expenses related to the Measure A specialized transit program provided by the Agency. If amounts are not reported, obtain a summary of such amounts and inquire of management as to why such amounts are not reported.
 - c. Select one pay period from personnel expenses for testing.
 - d. Select operating expenses for testing that comprise at least 20% of the total expenses.
 - e. Select all capital expenditures for testing.
 - f. For the expenses/capital expenditures selected for testing, compare the dollar amount listed on the general ledger to the supporting documentation. Additionally, for personnel expenses, agree hours charged to Measure A specialized transit activities to approved timesheet or other documentation.
 - g. For the expenses/capital expenditures selected for testing, compare the type of expense to the allowable costs included in the funding agreement.
 - h. Compare the summary of expenses/capital expenditures by major line item to the budget included in the funding agreement and note any variances.
 - i. Inquire of management as to the amount of indirect or overhead costs, if any, included in expenses and compare amount to the budget included in the funding agreement.
- 6. Inquire of management as to the existence of any temporarily restricted net assets or deferred revenues as of the end of the fiscal year related to the Measure A funded program.
 - a. Obtain a copy of approval letter from RCTC, if applicable, for the carryover of such balances.
 - b. If temporarily restricted net assets or deferred revenues exist as of the end of the fiscal year, inquire of management as to source of funds responsible for generating such balances.
- 7. Review the prior year's report and note the existence of any temporarily restricted net assets or deferred revenues as of the end of the prior fiscal year; inquire of management if such amount was used to reduce the current fiscal year disbursements of Measure A to the Agency.
- 8. Inquire of management as to the rating of the Agency's insurer for commercial general liability insurance, business automobile liability insurance, and worker's compensation insurance.

H. MSHCP Member Agency Agreed-Upon Procedures (Proposed, subject to change due to requirement to adopt new ordinance and resolution)

1. Obtain any updates to the Member Agency's ordinance for collection of the MSHCP fees.
2. Upon obtaining the updates, determine if the ordinance is in accordance with the MSHCP Implementing Agreement and Joint Powers Agreement.
3. Determine if fees on the building permits are collected in accordance with the Member Agency ordinance.
4. Obtain the schedule of fees collected on MSHCP building permits for the year ended June 30, 202X.
5. Obtain a listing of building permits issued during the year ended June 30, 202X. Identify the new construction and commercial/industrial permits. Select for testing 10% of new construction and commercial/industrial building permits, selecting no less than 25 permits or 100% of permits if total permits for new construction and commercial/industrial is less than 25.
6. Recalculate the fees collected by the Member Agency on building permits to determine if they are correct and if the correct amounts have been remitted to the RCA. If fees are incorrect, determine the fees that should have been collected and remitted.
7. Determine if fees collected on building permits were remitted to the RCA within 90 days of the earlier of the date they were collected or should have been collected.
8. Determine additional amounts, if any, which should be returned to the Member Agency for building permits.
9. If amounts are due to the RCA on building permits, calculate interest owed, based on the RCA's Resolution No. 07-04 adopted on September 10, 2007, using the interest rate paid by Riverside County (County) Treasury on amounts held by the County.
10. Obtain a list of all construction (civic and infrastructure) contracts awarded by the Member Agency during the fiscal year. Select a sample of 10% of the contracts for testing, selecting no less than three contracts, or 100% of contracts if the total number of contracts is less than three.
11. Compute the amount of MSHCP fees on the civic and infrastructure contracts that should have been remitted.
12. Determine if the MSHCP fees on the civic and infrastructure contracts were remitted to the RCA within 90 days of contract award.
13. Determine additional amounts on civic and infrastructure contracts, if any, which should be remitted to the RCA or returned to the Member Agency.
14. If additional amounts are due to the RCA on civic and infrastructure contracts, calculate interest owed, using the interest rate paid County Treasury on amounts held by the County.

I. Measure A Recipient Conformance Requirements

1. **Allowable Costs.** 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.

- a. Eligible local street and road projects costs include any engineering, capital, or maintenance cost. Decisions on projects are to be made by *local jurisdictions* subject to Capital Improvement Program requirements.
 - i. Annual budget reflecting the local government or agency's anticipated receipts and expenditures should be prepared and submitted to *RCTC upon approval* by the governing board. The data contained in the capital improvement plans submitted to RCTC should be included in the recipient's budgets. These budgets allow for proper evaluation by RCTC of the recipient's activities on an annual basis. (Policy adopted May 8, 1991)
 - b. Eligible transit programs include special discount fares for seniors and handicapped people, commuter bus services, funding for computer assisted rideshare programs, and "seed" programs to encourage the creation of vanpools. Additionally, funds will be used to provide further reductions for the truly needy and to expand existing services and implement new services. Bus capital replacement and additional bus service may also be an eligible program within the Coachella Valley, subject to a determination of funding by the Coachella Valley Association of Governments (CVAG).
2. **Maintenance of Effort (MOE).** Additional funds provided under Measure A are intended to supplement existing local revenues being used for transportation purposes. Government agencies shall maintain their existing commitment of local funds for street highway and public transit purposes pursuant to Measure A.
- a. The local cities and the County shall annually submit to RCTC a list of the proposed uses for these funds and a certification that the MOE 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.
 - i. Agencies may use any local discretionary funds expended for local streets and roads purposes during previous fiscal years which were in excess of their maintenance of effort requirements to meet their MOE requirements for the fiscal year. (Measure A Maintenance of Effort Guidelines)
 - b. RCTC shall assure the cities' and County compliance with MOE funding requirements before allocating funds for local streets and roads.
 - c. RCTC shall not allocate funds to an individual city or the County for local streets and roads use within the Western County and Coachella Valley areas unless WRCOG or CVAG indicates participation of agency in the Transportation Uniform Mitigation Fee program necessary for implementation of the planned regional arterial system.
3. **Allocation of Funds to Geographic Areas.** 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.
4. **Allocation of Funds within Geographic Areas.** RCTC shall return 2009 Measure A funds to the geographic areas as follows (*Applicable to RCTC*):

- a. **Western County.** To be distributed for the following programs: \$370 million (approx. 11% to new corridors; \$1,020 million (approx. 30%) to highways; \$390 million (approx. 12%) to public transit; \$300 million (approx. 9%) to regional arterials; \$970 million (approx. 29%) to local streets and roads; \$270 million (approx. 8%) to bond financing; and \$40 million (approx. 1%) to economic development.
 - i. Local streets and roads funding are to be distributed by a formula based on 75% on proportionate population and 25% on 2009 Measure A revenues generated within each jurisdiction, if they participate in the Transportation Uniform Mitigation Fee program and Multi-Species Habitat Conservation Plan. If local agencies choose not to participate in the TUMF and MSHCP programs, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by RCTC.
- b. **Coachella Valley.** To be distributed for the following programs: 50% to highways and regional arterial projects; 35% to local streets and roads; and 15% to specialized public transit.
 - i. Local streets and roads funds will be provided to Coachella Valley cities and the County if they participate in the Transportation Uniform Mitigation Fee program. If local agencies choose not to participate in the TUMF program, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by CVAG.
 - ii. Local streets and roads funds are to be distributed by a formula based on 50% on proportionate dwelling units and 50% on 2009 Measure A revenues generated within each jurisdiction, as interpreted in Ordinance and direction provided by CVAG.
- c. **Palo Verde Valley.** To be distributed 100% to local streets and roads.
 - i. Local streets and roads funds are to be distributed by a formula based on 75% on proportionate population and 25% on sales tax revenues generated in each jurisdiction.
- 5. **Accounting Records.** Measure A recipients are required to maintain accurate, complete, and separate accounting records for all sources of the funds they receive. Small not-for-profit agencies are encouraged but not required to maintain separate accounting records as long as Measure A receipts, related revenues, and expenditures can be readily identified. If RCTC's independent auditors are unable to readily identify which funds are being used for expenditures, then the agency will be required to maintain separate accounting records and cash accounts if they are to continue receiving Measure A allocations. Any agency which maintains poor accounting records will receive funding allocations on a reimbursement basis only. (Policy adopted May 12, 1993)
- 6. **Interfund Borrowing.** Interfund borrowing from Measure A funding sources to another local jurisdiction fund is strictly prohibited. Cities and agencies must maintain sufficient cash balances so as not to impair their Measure A funds. Evidence of interfund borrowing or impaired cash balances will result in the city or agency receiving

funds from RCTC on a reimbursement basis only after any existing city or agency reserves of prior Commission funds have been fully depleted. (Policy adopted May 12, 1993)

7. **Interest Income Allocations.** Interest on Measure A funds shall accrue separately for all of RCTC's programs as defined in the text of Measure A. This interest allocation policy is applicable to the entire County, and such allocations shall be made monthly. Interest earned on unexpended Measure A monies should be recorded in the Measure A fund established by a local government or other agency receiving local streets and roads or specialized transit monies. As these funds are restricted, the related interest earned should be restricted as required by governmental regulations and other transportation funding including the Transportation Act. (Policy adopted May 8, 1991 and May 12, 1993)
8. **Accumulated Deficits.** Accumulated funding source deficits are the responsibility of the local jurisdiction. RCTC will consider allocating additional funds for such deficits when justifiable on a case-by-case basis. (Policy adopted May 12, 1993)
9. **Budget Variances.** Significant budget variances should be avoided. All local jurisdictions are required to compare the budget to actual results and make mid-year revisions as needed. (Policy adopted May 12, 1993)
10. **Unexpended Monies.** Whenever the annual fiscal audit or the proposed update of the Five Year Capital Improvement Program of a local agency shows a Measure A Local Streets and Road Program carryover balance in excess of *three (3) times the annual allocation* to an agency, Commission staff will:
 - a. Meet with the local agency to have them explain the reason for the carryover and explore alternatives for moving projects faster, and
 - b. Present a report of their findings to RCTC's Budget and Finance Committee to determine if any further action should be considered and proposed to the full Commission.(Policy included in December 13, 1995 revisions to the RCTC Program and Funding Guide)

J. Transit Compliance Requirements

The auditors should review the TDA regulations for Local Transportation Fund and State Transit Assistance funding. California Code Section 6664 discusses the fiscal and compliance audits of all claimants, Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants. The TDA Statutes and California Code of Regulation Guidebook is available at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/f0009844-tda-07-2018-a11y.pdf>.

California Department of Transportation program guidelines for State of Good Repair funds received through RCTC are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/sgr/202008-sgr-final-guidelines-a11y.pdf>

Proposition 1B accountability requirements for Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/ptmisea/201910-ptmisea-guidelines-a11y.pdf>

Proposition 1B guidelines for Transit System Safety, Security, and Disaster Response Account (TSSSDRA) funds received through CalOES are located at:

[https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance with Allocations.pdf#search=TSSSDRA guidelines](https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA%20guidelines)

LCTOP program guidelines for funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/lctop/201909-lctop-fy19-20-guidelines-a11y.pdf>

K. MSCHP Compliance Requirements

The auditors should review the MSHCP Member Agency requirements in various implementation documents which are available at:

MSHCP Implementation Agreement Ordinance (for current procedures, see model ordinance beginning on page 347 of link)

https://www.wrc-rca.org/Permit_Docs/MSHCP/MSHCP-Volume3.pdf

MSHCP Implementation Manual (effective for FY 2021/22 agreed-upon procedures)

https://www.wrc-rca.org/Permit_Docs/MSHCP/MSHCP%20Mitigation%20Fee%20Implementation%20Manual%20Final.pdf

End of Statement of Services

EXHIBIT "B"

COMPENSATION

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

(Amounts subject to rounding differences)

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Conrad LLP ²	Audit and Attestation Services	\$ 103,760
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 103,760

TASK NUMBER	TASK DESCRIPTION	COST
TDA Article 3/Bicycle and Pedestrian ²	Audit Services	\$ -
TDA Article 4/Transit	Audit Services	-
Measure A Local Streets and Roads	Agreed-Upon Procedures Attestation Services	45,100
Measure A Specialized Transit ²	Agreed-Upon Procedures Attestation Services	-
MSHCP Member Agencies	Agreed-Upon Procedures Attestation Services	58,660
SUBTOTAL		103,760
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 103,760

FISCAL YEAR	PROJECT	COST
FY 2020/21 ²	Audit and Attestation Services	\$ 17,238
FY 2021/22 ²	Audit and Attestation Services	17,260
FY 2022/23 ²	Audit and Attestation Services	17,282
FY 2023/24 (Option Year 1) ²	Audit and Attestation Services	17,304
FY 2024/25 (Option Year 2) ²	Audit and Attestation Services	17,327
FY 2025/26 (Option Year 3) ²	Audit and Attestation Services	17,349
SUBTOTAL		103,760
TOTAL COSTS		\$ 103,760

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

² TDA Article 3/Bicycle and Pedestrian audits and Measure A Specialized Transit agreed-upon procedures will be determined annually based on TDA claimants and Measure A disbursements; accordingly, amounts are estimated. This estimate assumes zero (0) annual TDA Article 3/Bicycle and Pedestrian audits and zero (0) Measure A Specialized Transit attestation services.

Agreement No. 21-19-037-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
 FOR THE WESTERN RIVERSIDE COUNTY
 MEASURE A RECIPIENTS AND
 TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
 OF THE
 RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 AND THE MEMBER AGENCIES
 OF THE
 WESTERN RIVERSIDE COUNTY
 REGIONAL CONSERVATION AUTHORITY
 WITH EIDE BAILLY LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of ___, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and EIDE BAILLY LLP ("Consultant"), a Limited Liability Partnership.

2. RECITALS.

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

2.2 Commission desires to engage Consultant to render certain audit and attestation services for the Commission ("Project") as set forth herein.

3. TERMS.

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

incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to June 30, 2024, unless earlier terminated as provided herein. The Commission, at its sole discretion, may extend this Agreement for three (3) additional single year terms through June 30, 2027. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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

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

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

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Roger Alfaro, Phillip White,

Kinnaly Soukhaseum, Jessica Andersen, Erika Partida, Lauryn Stapleton, David Preciado, Joan Park, and Jesse Pattison.

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

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

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

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

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

costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

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

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

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this

Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability

Coverage.

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

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

(D) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional

Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

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

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

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

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

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

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The total compensation shall not exceed Four Hundred Twenty-Four Thousand Nine Hundred Seventy-Seven Dollars (\$424,977) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

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

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

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

CONSULTANT:

Eide Bailly LLP
19340 Jesse Ln.
Suite 260
Riverside, CA 92508
Attn: Roger Alfaro

COMMISSION:

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

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

3.18 Ownership of Materials/Confidentiality.

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

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

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

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

All programs, working papers, files and other materials of the Consultant made pursuant to this Agreement shall remain the property of the Consultant. The Commission will have access to this material at any time. All reports delivered by the Consultant and its subcontractors pursuant to the Agreement shall become the property of the Commission without restriction or limitation on their use and shall be made available

upon request, to the Commission at any time. Original copies of the deliverable reports shall be delivered to the Commission upon completion of the Services or termination of the Services. The Consultant shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of the Commission.

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

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

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by

Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

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

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

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

3.21 Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, agents, consultants, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to

indemnity shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. This Section 3.21 shall survive any expiration or termination of this Agreement.

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

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

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

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

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

3.27 Prohibited Interests and Conflicts.

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

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

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

employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

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

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

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

3.30 Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
FOR THE WESTERN RIVERSIDE COUNTY
MEASURE A RECIPIENTS AND
TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND THE MEMBER AGENCIES
OF THE
WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY
WITH EIDE BAILLY LLP**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

EIDE BAILLY LLP

By: _____
Anne Mayer
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: Secretary

EXHIBIT "A"

STATEMENT OF SERVICES

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

Statement of Services

A. General

The Riverside County Transportation Commission (RCTC), as the transportation planning agency for Riverside County and the managing agency for the Western Riverside County Regional Conservation Authority (RCA), is issuing this Request for Proposal in order to secure services from a Consultant(s) of certified public accountants to perform for the fiscal years ending June 30, 2021, 2022, and 2023, with the option of performing such services for three (3) additional one-year terms:

- Financial and compliance audits of RCTC's Transportation Development Act (TDA) claimants for transit (including funding from Local Transportation Fund (LTF) Article 4, State Transit Assistance (STA), State of Good Repair (SGR), Low Carbon Transit Operations Program (LCTOP), and Proposition 1B);
- Financial and compliance audits of RCTC's TDA claimants for bicycle and pedestrian projects (consisting of funding from LTF Article 3);
- Agreed-upon procedures similar to those proposed in Appendix A, Section G, for RCTC's Measure A recipients of local streets and roads (LSR) funding;
- Agreed-upon procedures similar to those proposed in Appendix A, Section H, for RCTC's Measure A recipients of specialized transit funding; and
- Agreed upon procedures similar to those proposed in Appendix A, Section I, for RCA's Member Agencies related to the collection and remittance of mitigation fees in accordance with each Member Agency's Multiple Species Habitat Conservation Plan (MSHCP) Ordinance (with amendments).

Measure A Agreed Upon Procedures

The **Measure A Specialized Transit Agreed-Upon Procedures** apply to Western County non-profit and community organizations awarded funding for specialized transit services for a three-year period through a competitive call for projects. The FY 2020/21 funding awarded at RCTC's April 11, 2018 meeting represents the final year of the FY 2018/19 – 2020/21 Call for Projects. Staff expects that the awards for the FY 2021/22 – 2023/24 Call for Projects will be approved by RCTC at the April 14, 2021 meeting, as noted in the FY 2021/22 – 2023/24 Measure A Specialized Transit Call for Projects Guidelines presented at the January 13, 2021 RCTC meeting. FY 2024/25 – FY 2025/26 funding will be determined by the FY 2024/25 – 2026/27 Call for Projects to be awarded in Spring 2024.

The **Measure A LSR Agreed-Upon Procedures** apply to all eligible cities in Riverside County and the County of Riverside. Measure A LSR funding is allocated and disbursed monthly to the cities and the County of Riverside, as specified in Measure A. RCTC does not currently anticipate any incorporations or dis-incorporations of cities that would result in a change in Measure A LSR recipients. Currently, all cities and the County of Riverside meet the eligibility requirements that include:

- Participation in the Western County or Coachella Valley Transportation Uniform Mitigation Fee (TUMF) Program, as applicable;
- Participation in the RCA's MSHCP, as applicable;
- Annual submittal of a 5-Year Capital Improvement Plan (CIP) list of projects;
- Annual Maintenance of Effort certification; and
- Annual Project Status Report for the prior fiscal year CIP.

Transportation Development Act Audits

The **TDA Transit audits** will be performed for the municipal transit operators in the Western County cities of Banning, Beaumont, Corona, and Riverside. TDA Transit operating and capital allocations are approved annually by RCTC in June based on the submittal of each transit operator's Short-Range Transit Plan. The transit operators also may unexpended Proposition 1B funding for capital/rehabilitation and/or security projects received through Caltrans and the California Office of Emergency Services (CalOES), respectively.

The **TDA Bicycle and Pedestrian audits** apply to local jurisdictions awarded funding by RCTC for bicycle and pedestrian projects through a biennial competitive call for projects. Local jurisdictions generally have two years to complete projects, including those projects approved in the FY 2019/20 Call for Projects at RCTC's June 12, 2019 meeting. However, as per revised guidelines approved by RCTC at its January 13, 2021 meeting effective with the FY 2021/22 Call for Projects to be awarded at the June 9, 2021 RCTC meeting, local jurisdictions will now have three years to complete projects. Claimants may request disbursement of their allocations by RCTC on a reimbursement basis in accordance with RCTC's policies. Accordingly, the TDA Bicycle and Pedestrian audits are dependent on claims for expenditures of such funds.

MSHCP Agreed Upon Procedures

The **MSHCP Agreed-Upon Procedures** are required for local jurisdictions that are signatories to the Joint Exercise of Powers Agreement forming the RCA. They include the 18 Western County cities and the County of Riverside. The Member Agencies form the independent RCA Board of Directors to acquire, administer, operate, and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP and to implement the MSHCP.

At its December 7, 2020 meeting, the RCA adopted the 2020 Nexus Study and increase in Local Development Mitigation Fees (LDMF). The LDMF increase is effective in two phases. The first phase, an increase of 50%, is effective July 1, 2021. The second phase, full implementation, is effective January 1, 2022. Member Agencies must prepare an ordinance and resolution to be considered and approved by the city council (Board of Supervisors in the case of the County of Riverside) in time to implement the new fee by July 1, 2021. Final action of the city council/Board of Supervisors must be no later than May 2, 2021 to ensure the new ordinance takes effect by July 1, 2021 in accordance with California Government Code Section 66017. Per the

Implementing Agreement with the cities and the County of Riverside signed, the cities and County must adopt the ordinance, "in substantially the same form or at a minimum, containing the same requirements as the model ordinance," adopted by the RCA Board of Directors.

Anticipated Changes in Audit and Attestation Services

RCTC does not anticipate any change in the local jurisdictions subject to TDA Transit audit and Measure A LSR attestation services; RCA does not anticipate any change in the local jurisdictions subject to MSHCP attestation services. The agencies requiring Measure A Specialized Transit and the local jurisdictions requiring TDA Bicycle and Pedestrian audits will be determined each year based on actual disbursements.

The Chief Financial Officer is designated as the coordinator of the work and may appoint a Finance Department staff to coordinate day-to-day oversight. The Chief Financial Officer will serve as the liaison to the audit oversight committee designated by RCTC and the Executive Committee designated by RCA.

The audits are to be performed by the Consultant(s) in accordance with generally accepted auditing standards, including use of the most current version of each of the following standards and guidelines:

- American Institute of Certified Public Accountants audit and attestation standards;
- General Accounting Office's (GAO) *Government Auditing Standards*;
- Measure A conformance requirements (Section I);
- Transit requirements (Section J); and
- MSHCP requirements (Section K).

B. Scope of Work to be Performed

The selected Consultant(s) will be required to perform the following tasks:

- Audit of the transit and transportation financial statements of the jurisdictions receiving TDA funds in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the TDA as summarized in the TDA Guidebook; and SGR, LCTOP, and Proposition 1B audit guidelines specified by Caltrans and CalOES.
- Performance of agreed-upon procedures similar to those listed in Section F solely to assist RCTC in evaluating the applicable jurisdictions' Measure A transportation funds and degree of their compliance with RCTC's requirements of the Measure A LSR program. RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the Measure A LSR program.
- Performance of agreed-upon procedures similar to those listed in Section G solely to assist RCTC in evaluating the applicable jurisdictions'/agencies' Measure A specialized transit funds and degree of their compliance with RCTC's requirements of the Measure A

specialized transit program. RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the Measure A Specialized Transit program.

- Performance of agreed-upon procedures similar to those listed in Section H solely to assist RCA in evaluating if fees are collected and remitted in accordance with each Member Agency's MSHCP Mitigation Fee Ordinance (with amendments). RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the MSHCP, including RCA changes to the LDMF affecting Member Agency MSHCP Mitigation Fee Ordinances and adoption of a related resolution.

C. Deliverables

Following completion of the audits and agreed-upon procedures and a review of the draft reports by RCTC, the Consultant(s) shall issue:

- A report on the fair presentation of the financial statements for the TDA claimants in conformity with generally accepted accounting principles and on compliance and internal control.
- A report on the agreed-upon procedures related to the Measure A recipients of LSR funding.
- A report on the agreed-upon procedures related to the Measure A recipients of specialized transit funding.
- A report on the agreed-upon procedures related to the MSHCP fee collection and remittance.

Drafts of the reports will be provided to RCTC staff and the applicable TDA claimant, Measure A recipient, or Member Agency. The Chief Financial Officer or designee shall review and approve each report prior to issuance.

For each report issued to RCTC, the Consultant shall issue one PDF copy to RCTC and one PDF to the applicable TDA claimant or Measure A recipient, as applicable.

For each report issued to RCA, the Consultant shall print three (3) copies and issue one PDF copy to RCA.

Financial and Compliance Reports

The Consultant will submit a financial and compliance report for each TDA audit. The Consultant will be responsible for the preparation, editing, and printing of all financial and compliance reports, including the financial statements and notes to the financial statements. Although the Consultant will prepare the financial statements, management of the TDA Claimant is responsible for the financial statements.

Agreed-Up Procedures

The Consultant will submit a report for each Measure A recipient or Member Agency, as applicable, listing the procedures performed, results of procedures performed, and findings, if any. The Consultant will be responsible for preparation, editing, and printing of all agreed-upon procedure reports.

D. Required Communications

Significant Deficiencies – In the required reports on compliance and internal controls, the Consultant shall communicate any significant deficiencies found during the audit of the TDA claimants. A significant deficiency shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

Significant deficiencies that are also material weaknesses shall be identified as such in the report. Other control deficiencies discovered by the Consultant may be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance may be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Irregularities and illegal acts – The Consultant shall be required to make an immediate, written report of all irregularities and illegal acts or indication of illegal acts of which they become aware to the jurisdiction/agency and RCTC's/RCA's audit oversight committee, Executive Director, and Chief Financial Officer.

Planning meetings – The Consultant shall meet with RCTC staff at least once a year prior to the commencement of the audits and agreed-upon procedures.

E. Audit Schedule

The work to be performed at the jurisdictions and agencies shall be arranged by the Consultant with the individual jurisdiction or agency after the conclusion of a planning meeting with RCTC and RCTC's issuance of audit notification letters to each jurisdiction and agency.

The RCTC work should be scheduled for no later than November 15 of each year. Barring unforeseen circumstances, the Consultant must conduct the work activities and provide all required reports and information to RCTC no later than December 31 of each year. The TDA audits are required to be submitted to the State Controller by December 31 of each year; however, an extension may be granted by RCTC for no more than 90 days. RCTC's policy for Measure A reports follows the TDA requirement; however, a formal extension is generally not issued.

RCA is required to annually certify to RCTC by June 30 that local jurisdictions participating in the MSHCP comply with the MSHCP participation requirements to collect and remit fees in accordance with each Member Agency's MSHCP Ordinance (with amendments). Accordingly,

the RCA requires all agreed-upon procedures reports to be issued by February 28 in the year following the fiscal year for which the agreed-upon procedures are performed.

The Consultant shall keep RCTC apprised at least monthly on the status of the audits and any issues which have been encountered. RCTC will provide assistance, to the extent necessary and/or possible, to resolve such issues. If circumstances outside the control of the Consultant or RCTC or the RCA arise and the deadline cannot be met, both parties agree to communicate the circumstances and develop an action plan.

F. Measure A Proposed Local Streets and Roads Agreed-Up Procedures (Proposed)

1. Review the 2009 Measure A (Ordinance 02-001) compliance requirements. Western County jurisdictions are required to participate in the Transportation Uniform Mitigation Fee (TUMF) program and in the Multi-Species Habitat Conservation Plan (MSHCP), which are administered by the Western Riverside Council of Governments (WRCOG) and the Western Riverside County Regional Conservation Authority (RCA), respectively. Coachella Valley jurisdictions are required to participate in the TUMF program administered by the Coachella Valley Association of Governments (CVAG). Indicate participation in TUMF and/or MSHCP programs.
2. Obtain from RCTC the approved Five-Year Capital Improvement Plan (CIP) for the fiscal year.
3. Obtain from the jurisdiction a detail general ledger and balance sheet for the fiscal year.
 - a. Identify the amount of Measure A cash and investments recorded at the end of the fiscal year. Compare amount to Measure A fund balance and provide an explanation for any differences greater than 25% of fund balance.
 - b. Identify any amounts due from other funds.
 - c. Identify the components of ending fund balance for the Measure A activity (e.g., nonspendable, restricted, assigned, committed, unassigned) [and for County of Riverside only by geographic area].
 - i. Identify the existence of any restatement of Measure A fund balance; inquire of management as to the reason for any restatement and provide a summary of the restatement items.
 - ii. Compare ending fund balance to total revenues for the current year and prior two years. If ending fund balance is greater than sum of total revenues for the three-year period, inquire of management as to the reason(s) for the accumulation of fund balance (e.g., status of specific projects included in the 5-Year CIP).
4. Obtain an operating statement for the Measure A activity for the fiscal year, including budget amounts; include the operating statement as an exhibit to the report.
 - a. Review the revenues in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A revenues received from RCTC and identify what the total revenues were for the fiscal year.

- ii. Obtain from RCTC a listing of Measure A payments to the jurisdiction.
 - 1. Compare the Measure A sales tax revenues recorded by the jurisdiction to the listing of payments made by RCTC. [Use gross amounts paid by RCTC]
 - iii. Obtain from the jurisdiction an interest allocation schedule for the fiscal year.
 - 1. Identify the allocation amount of interest income to Measure A activity and what the amount of interest income was for the fiscal year. If no interest was allocated, inquire of management as to reason for not allocating interest income.
 - b. Review the expenditures in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A expenditures and what the total expenditures were for the fiscal year.
 - ii. Select expenditures for testing that comprise at least 20% of the total expenditures.
 - 1. For the expenditures selected for testing, compare the dollar amount listed on the general ledger to the supporting documentation.
 - 2. For the expenditures selected for testing, review the 5-Year CIP and note if the project is included in the 5-Year CIP and is an allowable cost.
 - iii. Inquire of management as to the nature of any transfers in or out recorded in the Measure A fund. For any transfers out, determine if nature of transfer out was included in the 5-Year CIP.
 - iv. Inquire of management as to the amount of general or non-project-related indirect costs, if any, included in expenditures. If indirect costs exceed 8% of Measure A revenue, inquire of management as to the basis for indirect costs charged to Measure A. If indirect costs are identified, determine if such costs are included in the 5-Year CIP.
 - v. Inquire of management as to the amount of debt service expenditures recorded in the Measure A fund and determine if such costs are included in the 5-Year CIP.
- 5. Obtain from RCTC a listing of jurisdictions who participate in the Western County or Coachella Valley TUMF programs.
 - a. If the jurisdiction is a participant in the TUMF program, select at least one disbursement for validation as to the amount remitted to WRCOG or CVAG, as applicable.
 - b. Indicate the total amount of TUMF fees collected and remitted during the fiscal year.
- 6. Obtain from RCTC a listing of jurisdictions who participate in the Western County MSHCP program.
 - a. If the jurisdiction is a participant in the MSHCP program, select at least one disbursement for validation as to the amount remitted to RCA, as applicable.
 - b. Inquire of management as to the existence of any fees collected in prior years and not remitted to RCA as of the end of the fiscal year.
 - c. Indicate the total amount of MSHCP fees collected and remitted during the fiscal year.

7. Obtain from RCTC the MOE base year requirement, including supporting detail of the calculations for its city/County, and the carryover amount allowed as of the beginning of the fiscal year.
 - a. Obtain from the city/County a calculation of its current year MOE amount in the format similar to its base year calculation. Attach a copy of the calculation worksheet provided by the city/County as an exhibit to the report.
 - b. Compare the current year MOE amounts from the General Fund to the general ledger.
 - c. Review the General Fund general ledger to determine if there were any transfers in to fund any MOE amounts.
 - d. Compare the amount of current year MOE expenditures to the MOE base requirement and add any excess to, or subtract any deficiency from, the carryover amount.
 - e. If the amount of discretionary funds spent is less than the MOE base requirement (MOE deficiency), determine the amount of any prior year MOE carryover using the information obtained from RCTC and reduce the MOE deficiency by any available MOE carryover to determine an adjusted current year expenditure amount.

G. Measure A Proposed Specialized Transit Agreed-Upon Procedures (Proposed)

1. Obtain specialized transit grant funding agreement from RCTC, including exhibit of budget submitted with funding application, matching requirements, and any budget modifications subsequently approved by RCTC.
 - a. Inquire of management as to the accounting and identification of Measure A funded programs.
 - b. Inquire of management as to whether the accounting of Measure A funds received by the Agency were accounted for separately or commingled with other programs and/or funding sources.
2. Obtain monthly reporting package for third, sixth, ninth, and last months of the annual reporting period and revenue and expense amounts for the fiscal year from the general ledger.
 - a. Recalculate totals on reporting packages.
 - b. Inquire of management as to the accomplishment of the applicable program goals and source of documentation for accomplishing program goals. Agree third, sixth, and ninth month reports provided by RCTC to source documents from Agency as to total passenger one-way trips made or number of people served.
 - c. Include a summary of revenues and expenses from the general ledger for the fiscal year compared to budgeted amounts (present in format of monthly reporting package) as an exhibit (Exhibit A).
 - d. For the exhibit summary of revenues and expenses, calculate variances of budgeted expense amounts compared to actual amounts in terms of dollars and percentages. For expense variances greater than 25%, inquire of management as to the existence of approval from RCTC. Determine if budgeted amounts per Exhibit A are consistent with the current Commission-approved budget.

- e. For the exhibit summary of revenues and expenses, calculate the variance of total budgeted expenses compared to actual total expenses in terms of dollars and percentage.
 - i. If the variance is greater than 20%, inquire of management why the actual total expenses were less than the budgeted total expenses.
 - f. List the total revenues and expenses from the final fiscal year reporting package ("Check Sum" tab) and calculate the difference between funding received and expenses/capital expenditures incurred as per Exhibit A. For any variances, inquire of management as to the nature of the changes in originally reported revenues and/or expenses.
3. Determine if funding agreement includes requirement for matching contributions. If agency was required to provide matching contributions, perform the following procedures:
- a. Review RCTC's policy on qualifying in-kind matching contributions.
 - b. Inquire of management how matching requirements per the funding agreement were satisfied (i.e., sources) and what the total dollar value was for cash match and for in-kind matching contributions. Indicate if cash and in-kind matching amounts were not met, met, or exceeded, as applicable.
 - i. If match was not met based on budget match requirement, compare actual Measure A revenues to budgeted Measure A revenues. If full amount of budgeted Measure A was not received, the minimum match requirement should also be reduced by a proportionate amount in order to determine the adjusted match requirement.
 - ii. If adjusted match requirement was not met, inquire of management as to explanation for shortfall in meeting adjusted match requirement.
 - c. If source of match was in-kind contributions, inquire of management as to the following:
 - i. If such contributions were made by a third party.
 - ii. If such third party contributions were related to property or services which benefited the project or program and which were contributed by third parties without charge to the grantee, or through a modified cost arrangement;
 - iii. If such contributions were necessary and reasonable for the efficient accomplishment of program objectives; and
 - iv. If using volunteer time, a tracking method existed to identify when donated services were provided.
 - d. For in-kind matching contributions presented on the third, sixth, and ninth month reporting packages, compare such contribution amounts to supporting documentation provided by the third party.
 - e. Inquire of management if any loans were obtained or lines of credit utilized to pay Measure A program expenses.
 - i. If such indebtedness was incurred, inquire of management as to the amount and if such amount is reflected in revenues as a cash match.
4. Obtain amount of Measure A funds disbursed to Agency from RCTC for specialized transit grant purposes for the fiscal year.

- a. Agree amount from RCTC to amount recorded by the agency.
- 5. Obtain a summary of expenses (Personnel, Operating, Capital) by major line item incurred by the Agency related to the specialized transit grant; include summary as an exhibit (Exhibit A) to the report.
 - a. Inquire of management how Measure A expenses are recorded (i.e., direct costs, allocations, or indirect costs).
 - b. Inquire of management as to the existence of any unreported expenses related to the Measure A specialized transit program provided by the Agency. If amounts are not reported, obtain a summary of such amounts and inquire of management as to why such amounts are not reported.
 - c. Select one pay period from personnel expenses for testing.
 - d. Select operating expenses for testing that comprise at least 20% of the total expenses.
 - e. Select all capital expenditures for testing.
 - f. For the expenses/capital expenditures selected for testing, compare the dollar amount listed on the general ledger to the supporting documentation. Additionally, for personnel expenses, agree hours charged to Measure A specialized transit activities to approved timesheet or other documentation.
 - g. For the expenses/capital expenditures selected for testing, compare the type of expense to the allowable costs included in the funding agreement.
 - h. Compare the summary of expenses/capital expenditures by major line item to the budget included in the funding agreement and note any variances.
 - i. Inquire of management as to the amount of indirect or overhead costs, if any, included in expenses and compare amount to the budget included in the funding agreement.
- 6. Inquire of management as to the existence of any temporarily restricted net assets or deferred revenues as of the end of the fiscal year related to the Measure A funded program.
 - a. Obtain a copy of approval letter from RCTC, if applicable, for the carryover of such balances.
 - b. If temporarily restricted net assets or deferred revenues exist as of the end of the fiscal year, inquire of management as to source of funds responsible for generating such balances.
- 7. Review the prior year's report and note the existence of any temporarily restricted net assets or deferred revenues as of the end of the prior fiscal year; inquire of management if such amount was used to reduce the current fiscal year disbursements of Measure A to the Agency.
- 8. Inquire of management as to the rating of the Agency's insurer for commercial general liability insurance, business automobile liability insurance, and worker's compensation insurance.

H. MSHCP Member Agency Agreed-Upon Procedures (Proposed, subject to change due to requirement to adopt new ordinance and resolution)

1. Obtain any updates to the Member Agency's ordinance for collection of the MSHCP fees.
2. Upon obtaining the updates, determine if the ordinance is in accordance with the MSHCP Implementing Agreement and Joint Powers Agreement.
3. Determine if fees on the building permits are collected in accordance with the Member Agency ordinance.
4. Obtain the schedule of fees collected on MSHCP building permits for the year ended June 30, 202X.
5. Obtain a listing of building permits issued during the year ended June 30, 202X. Identify the new construction and commercial/industrial permits. Select for testing 10% of new construction and commercial/industrial building permits, selecting no less than 25 permits or 100% of permits if total permits for new construction and commercial/industrial is less than 25.
6. Recalculate the fees collected by the Member Agency on building permits to determine if they are correct and if the correct amounts have been remitted to the RCA. If fees are incorrect, determine the fees that should have been collected and remitted.
7. Determine if fees collected on building permits were remitted to the RCA within 90 days of the earlier of the date they were collected or should have been collected.
8. Determine additional amounts, if any, which should be returned to the Member Agency for building permits.
9. If amounts are due to the RCA on building permits, calculate interest owed, based on the RCA's Resolution No. 07-04 adopted on September 10, 2007, using the interest rate paid by Riverside County (County) Treasury on amounts held by the County.
10. Obtain a list of all construction (civic and infrastructure) contracts awarded by the Member Agency during the fiscal year. Select a sample of 10% of the contracts for testing, selecting no less than three contracts, or 100% of contracts if the total number of contracts is less than three.
11. Compute the amount of MSHCP fees on the civic and infrastructure contracts that should have been remitted.
12. Determine if the MSHCP fees on the civic and infrastructure contracts were remitted to the RCA within 90 days of contract award.
13. Determine additional amounts on civic and infrastructure contracts, if any, which should be remitted to the RCA or returned to the Member Agency.
14. If additional amounts are due to the RCA on civic and infrastructure contracts, calculate interest owed, using the interest rate paid County Treasury on amounts held by the County.

I. Measure A Recipient Conformance Requirements

1. **Allowable Costs.** 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.

- a. Eligible local street and road projects costs include any engineering, capital, or maintenance cost. Decisions on projects are to be made by *local jurisdictions* subject to Capital Improvement Program requirements.
 - i. Annual budget reflecting the local government or agency's anticipated receipts and expenditures should be prepared and submitted to *RCTC upon approval* by the governing board. The data contained in the capital improvement plans submitted to RCTC should be included in the recipient's budgets. These budgets allow for proper evaluation by RCTC of the recipient's activities on an annual basis. (Policy adopted May 8, 1991)
 - b. Eligible transit programs include special discount fares for seniors and handicapped people, commuter bus services, funding for computer assisted rideshare programs, and "seed" programs to encourage the creation of vanpools. Additionally, funds will be used to provide further reductions for the truly needy and to expand existing services and implement new services. Bus capital replacement and additional bus service may also be an eligible program within the Coachella Valley, subject to a determination of funding by the Coachella Valley Association of Governments (CVAG).
2. **Maintenance of Effort (MOE).** Additional funds provided under Measure A are intended to supplement existing local revenues being used for transportation purposes. Government agencies shall maintain their existing commitment of local funds for street highway and public transit purposes pursuant to Measure A.
- a. The local cities and the County shall annually submit to RCTC a list of the proposed uses for these funds and a certification that the MOE 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.
 - i. Agencies may use any local discretionary funds expended for local streets and roads purposes during previous fiscal years which were in excess of their maintenance of effort requirements to meet their MOE requirements for the fiscal year. (Measure A Maintenance of Effort Guidelines)
 - b. RCTC shall assure the cities' and County compliance with MOE funding requirements before allocating funds for local streets and roads.
 - c. RCTC shall not allocate funds to an individual city or the County for local streets and roads use within the Western County and Coachella Valley areas unless WRCOG or CVAG indicates participation of agency in the Transportation Uniform Mitigation Fee program necessary for implementation of the planned regional arterial system.
3. **Allocation of Funds to Geographic Areas.** 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.
4. **Allocation of Funds within Geographic Areas.** RCTC shall return 2009 Measure A funds to the geographic areas as follows (*Applicable to RCTC*):

- a. **Western County.** To be distributed for the following programs: \$370 million (approx. 11% to new corridors; \$1,020 million (approx. 30%) to highways; \$390 million (approx. 12%) to public transit; \$300 million (approx. 9%) to regional arterials; \$970 million (approx. 29%) to local streets and roads; \$270 million (approx. 8%) to bond financing; and \$40 million (approx. 1%) to economic development.
 - i. Local streets and roads funding are to be distributed by a formula based on 75% on proportionate population and 25% on 2009 Measure A revenues generated within each jurisdiction, if they participate in the Transportation Uniform Mitigation Fee program and Multi-Species Habitat Conservation Plan. If local agencies choose not to participate in the TUMF and MSHCP programs, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by RCTC.
- b. **Coachella Valley.** To be distributed for the following programs: 50% to highways and regional arterial projects; 35% to local streets and roads; and 15% to specialized public transit.
 - i. Local streets and roads funds will be provided to Coachella Valley cities and the County if they participate in the Transportation Uniform Mitigation Fee program. If local agencies choose not to participate in the TUMF program, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by CVAG.
 - ii. Local streets and roads funds are to be distributed by a formula based on 50% on proportionate dwelling units and 50% on 2009 Measure A revenues generated within each jurisdiction, as interpreted in Ordinance and direction provided by CVAG.
- c. **Palo Verde Valley.** To be distributed 100% to local streets and roads.
 - i. Local streets and roads funds are to be distributed by a formula based on 75% on proportionate population and 25% on sales tax revenues generated in each jurisdiction.
- 5. **Accounting Records.** Measure A recipients are required to maintain accurate, complete, and separate accounting records for all sources of the funds they receive. Small not-for-profit agencies are encouraged but not required to maintain separate accounting records as long as Measure A receipts, related revenues, and expenditures can be readily identified. If RCTC's independent auditors are unable to readily identify which funds are being used for expenditures, then the agency will be required to maintain separate accounting records and cash accounts if they are to continue receiving Measure A allocations. Any agency which maintains poor accounting records will receive funding allocations on a reimbursement basis only. (Policy adopted May 12, 1993)
- 6. **Interfund Borrowing.** Interfund borrowing from Measure A funding sources to another local jurisdiction fund is strictly prohibited. Cities and agencies must maintain sufficient cash balances so as not to impair their Measure A funds. Evidence of interfund borrowing or impaired cash balances will result in the city or agency receiving

funds from RCTC on a reimbursement basis only after any existing city or agency reserves of prior Commission funds have been fully depleted. (Policy adopted May 12, 1993)

7. **Interest Income Allocations.** Interest on Measure A funds shall accrue separately for all of RCTC's programs as defined in the text of Measure A. This interest allocation policy is applicable to the entire County, and such allocations shall be made monthly. Interest earned on unexpended Measure A monies should be recorded in the Measure A fund established by a local government or other agency receiving local streets and roads or specialized transit monies. As these funds are restricted, the related interest earned should be restricted as required by governmental regulations and other transportation funding including the Transportation Act. (Policy adopted May 8, 1991 and May 12, 1993)
8. **Accumulated Deficits.** Accumulated funding source deficits are the responsibility of the local jurisdiction. RCTC will consider allocating additional funds for such deficits when justifiable on a case-by-case basis. (Policy adopted May 12, 1993)
9. **Budget Variances.** Significant budget variances should be avoided. All local jurisdictions are required to compare the budget to actual results and make mid-year revisions as needed. (Policy adopted May 12, 1993)
10. **Unexpended Monies.** Whenever the annual fiscal audit or the proposed update of the Five Year Capital Improvement Program of a local agency shows a Measure A Local Streets and Road Program carryover balance in excess of *three (3) times the annual allocation* to an agency, Commission staff will:
 - a. Meet with the local agency to have them explain the reason for the carryover and explore alternatives for moving projects faster, and
 - b. Present a report of their findings to RCTC's Budget and Finance Committee to determine if any further action should be considered and proposed to the full Commission.(Policy included in December 13, 1995 revisions to the RCTC Program and Funding Guide)

J. Transit Compliance Requirements

The auditors should review the TDA regulations for Local Transportation Fund and State Transit Assistance funding. California Code Section 6664 discusses the fiscal and compliance audits of all claimants, Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants. The TDA Statutes and California Code of Regulation Guidebook is available at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/f0009844-tda-07-2018-a11y.pdf>.

California Department of Transportation program guidelines for State of Good Repair funds received through RCTC are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/sgr/202008-sgr-final-guidelines-a11y.pdf>

Proposition 1B accountability requirements for Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/ptmisea/201910-ptmisea-guidelines-a11y.pdf>

Proposition 1B guidelines for Transit System Safety, Security, and Disaster Response Account (TSSSDRA) funds received through CalOES are located at:

[https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA guidelines](https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA%20guidelines)

LCTOP program guidelines for funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/lctop/201909-lctop-fy19-20-guidelines-a11y.pdf>

K. MSCHP Compliance Requirements

The auditors should review the MSHCP Member Agency requirements in various implementation documents which are available at:

MSHCP Implementation Agreement Ordinance (for current procedures, see model ordinance beginning on page 347 of link)

https://www.wrc-rca.org/Permit_Docs/MSHCP/MSHCP-Volume3.pdf

MSHCP Implementation Manual (effective for FY 2021/22 agreed-upon procedures)

https://www.wrc-rca.org/Permit_Docs/MSHCP/MSHCP%20Mitigation%20Fee%20Implementation%20Manual%20Final.pdf

End of Statement of Services

EXHIBIT "B"

COMPENSATION

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

(Amounts subject to rounding differences)

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Eide Bailly ²	Audit and Attestation Services	\$ 424,977
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 424,977

TASK NUMBER	TASK DESCRIPTION	COST
TDA Article 3/Bicycle and Pedestrian ²	Audit Services	\$ 23,330
TDA Article 4/Transit	Audit Services	131,790
Measure A Local Streets and Roads	Agreed-Upon Procedures Attestation Services	152,634
Measure A Specialized Transit ²	Agreed-Upon Procedures Attestation Services	-
MSHCP Member Agencies	Agreed-Upon Procedures Attestation Services	117,222
SUBTOTAL		424,977
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 424,977

FISCAL YEAR	PROJECT	COST
FY 2020/21 ²	Audit and Attestation Services	\$ 69,107
FY 2021/22 ²	Audit and Attestation Services	69,107
FY 2022/23 ²	Audit and Attestation Services	69,107
FY 2023/24 (Option Year 1) ²	Audit and Attestation Services	70,912
FY 2024/25 (Option Year 2) ²	Audit and Attestation Services	72,556
FY 2025/26 (Option Year 3) ²	Audit and Attestation Services	74,189
SUBTOTAL		424,977
TOTAL COSTS		\$ 424,977

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

² TDA Article 3/Bicycle and Pedestrian audits and Measure A Specialized Transit agreed-upon procedures will be determined annually based on TDA claimants and Measure A disbursements; accordingly, amounts are estimated. This estimate assumes four (4) annual TDA Article 3/Bicycle and Pedestrian audits and zero (0) Measure A Specialized Transit attestation services.

Agreement No. 21-19-056-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
 FOR THE EASTERN RIVERSIDE COUNTY
 MEASURE A RECIPIENTS AND
 TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
 OF THE
 RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 WITH BROWN ARMSTRONG ACCOUNTANCY CORPORATION**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and BROWN ARMSTRONG ACCOUNTANCY CORPORATION ("Consultant"), a CORPORATION.

2. RECITALS.

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

2.2 Commission desires to engage Consultant to render certain audit and attestation services for the Commission ("Project") as set forth herein.

3. TERMS.

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

3.2 Term. The term of this Agreement shall be from the date first specified above to June 30, 2024, unless earlier terminated as provided herein. The Commission, at its sole discretion, may extend this Agreement for three (3) additional single year terms through June 30, 2027. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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

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

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

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Eric H. Xin, Thomas M. Young, Melissa L. Cabezzas, Ken Gill, Alex Medina, and Lorena Matias.

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

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

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

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

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

indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

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

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

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

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

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

designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from the Commission’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability

Coverage.

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

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

(D) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

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

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

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage

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

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

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

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The total compensation shall not exceed Thirty-Eight Thousand Four Hundred Dollars (\$38,400) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

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

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

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

CONSULTANT:

Brown Armstrong Accountancy Corp.
4200 Truxtun Avenue
Suite 300
Bakersfield, CA 93309
Attn: Eric H. Xin

COMMISSION:

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

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

3.18 Ownership of Materials/Confidentiality.

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

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

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

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

All programs, working papers, files and other materials of the Consultant made pursuant to this Agreement shall remain the property of the Consultant. The Commission will have access to this material at any time. All reports delivered by the Consultant and its subcontractors pursuant to the Agreement shall become the property of the Commission without restriction or limitation on their use and shall be made available upon request, to the Commission at any time. Original copies of the deliverable reports shall be delivered to the Commission upon completion of the Services or termination of the Services. The Consultant shall be permitted to retain copies of such items for the

furtherance of its technical proficiency; however, publication of this material is subject to the written approval of the Commission.

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

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

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

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

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

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

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

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

volunteers. This Section 3.21 shall survive any expiration or termination of this Agreement.

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

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

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

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

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

3.27 Prohibited Interests and Conflicts.

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

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

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

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

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

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

3.30 Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
FOR THE EASTERN RIVERSIDE COUNTY
MEASURE A RECIPIENTS AND
TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
WITH BROWN ARMSTRONG ACCOUNTANCY CORPORATION**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**BROWN ARMSTRONG
ACCOUNTANCY CORPORATION**

By: _____
Anne Mayer
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: Secretary

EXHIBIT "A"

SCOPE OF SERVICES

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

Statement of Services

A. General

The Riverside County Transportation Commission (RCTC), as the transportation planning agency for Riverside County, is issuing this Request for Proposal in order to secure services from a Consultant of certified public accountants to perform for the fiscal years ending June 30, 2021, 2022, and 2023, with the option of performing such services for three (3) additional one-year terms:

- Financial and compliance audits of RCTC's Transportation Development Act (TDA) claimants for transit (including funding from Local Transportation Fund (LTF) Article 4, State Transit Assistance (STA), State of Good Repair (SGR), Low Carbon Transit Operations Program (LCTOP), and Proposition 1B);
- Financial and compliance audits of RCTC's TDA claimants for bicycle and pedestrian projects (consisting of funding from LTF Article 3); and
- Agreed-upon procedures similar to those proposed in Appendix A, Section G, for RCTC's Measure A recipients of local streets and roads (LSR) funding.

Measure A Agreed Upon Procedures

The **Measure A LSR Agreed-Up Upon Procedures** apply to all eligible cities in Riverside County. Measure A LSR funding is allocated and disbursed monthly to the cities, as specified in Measure A. RCTC does not currently anticipate any incorporations or dis-incorporations of cities that would result in a change in Measure A LSR recipients. Currently, all cities meet the eligibility requirements that include:

- Participation in the Coachella Valley Transportation Uniform Mitigation Fee (TUMF) Program, as applicable;
- Annual submittal of a 5-Year Capital Improvement Plan (CIP) list of projects;
- Annual Maintenance of Effort certification; and
- Annual Project Status Report for the prior fiscal year CIP.

Transportation Development Act Audits

The **TDA Transit audits** will be performed for the Palo Verde Valley Transit Agency. TDA Transit operating and capital allocations are approved annually by RCTC in June based on the submittal of each transit operator's Short-Range Transit Plan. The transit operators also may unexpended Proposition 1B funding for capital/rehabilitation and/or security projects received through Caltrans and the California Office of Emergency Services (CalOES), respectively.

The **TDA Bicycle and Pedestrian audits** apply to local jurisdictions awarded funding by RCTC for bicycle and pedestrian projects through a biennial competitive call for projects. Local jurisdictions generally have two years to complete projects, including those projects approved in the FY 2019/20 Call for Projects at RCTC's June 12, 2019 meeting. However, as per revised

guidelines approved by RCTC at its January 13, 2021 meeting effective with the FY 2021/22 Call for Projects to be awarded at the June 9, 2021 RCTC meeting, local jurisdictions will now have three years to complete projects. Claimants may request disbursement of their allocations by RCTC on a reimbursement basis in accordance with RCTC's policies. Accordingly, the TDA Bicycle and Pedestrian audits are dependent on claims for expenditures of such funds.

Anticipated Changes in Audit and Attestation Services

RCTC does not anticipate any change in the local jurisdictions subject to TDA Transit audit and Measure A LSR attestation services. The local jurisdictions requiring TDA Bicycle and Pedestrian audits will be determined each year based on actual disbursements.

The Chief Financial Officer is designated as the coordinator of the work and may appoint a Finance Department staff to coordinate day-to-day oversight. The Chief Financial Officer will serve as the liaison to the audit oversight committee designated by RCTC.

The audits are to be performed by the Consultant(s) in accordance with generally accepted auditing standards, including use of the most current version of each of the following standards and guidelines:

- American Institute of Certified Public Accountants audit and attestation standards;
- General Accounting Office's (GAO) *Government Auditing Standards*;
- Measure A conformance requirements (Section G); and
- Transit requirements (Section H).

B. Scope of Work to be Performed

The selected Consultant(s) will be required to perform the following tasks:

- Audit of the transit and transportation financial statements of the jurisdictions receiving TDA funds in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the TDA as summarized in the TDA Guidebook; and SGR, LCTOP, and Proposition 1B audit guidelines specified by Caltrans and CalOES.
- Performance of agreed-upon procedures similar to those listed in Section F solely to assist RCTC in evaluating the applicable jurisdictions' Measure A transportation funds and degree of their compliance with RCTC's requirements of the Measure A LSR program. RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the Measure A LSR program.

C. Deliverables

Following completion of the audits and agreed-upon procedures and a review of the draft reports by RCTC, the Consultant(s) shall issue:

- A report on the fair presentation of the financial statements for the TDA claimants in conformity with generally accepted accounting principles and on compliance and internal control.
- A report on the agreed-upon procedures related to the Measure A recipients of LSR funding.

Drafts of the reports will be provided to RCTC staff and the applicable TDA claimant or Measure A recipient. The Chief Financial Officer or designee shall review and approve each report prior to issuance.

For each report issued to RCTC, the Consultant shall issue one PDF copy to RCTC and one PDF to the applicable TDA claimant or Measure A recipient, as applicable.

Financial and Compliance Reports

The Consultant will submit a financial and compliance report for each TDA audit. The Consultant will be responsible for the preparation, editing, and printing of all financial and compliance reports, including the financial statements and notes to the financial statements. Although the Consultant will prepare the financial statements, management of the TDA Claimant is responsible for the financial statements.

Agreed-Upon Procedures

The Consultant will submit a report for each Measure A recipient, as applicable, listing the procedures performed, results of procedures performed, and findings, if any. The Consultant will be responsible for preparation, editing, and printing of all agreed-upon procedure reports.

D. Required Communications

Significant Deficiencies – In the required reports on compliance and internal controls, the Consultant shall communicate any significant deficiencies found during the audit of the TDA claimants. A significant deficiency shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

Significant deficiencies that are also material weaknesses shall be identified as such in the report. Other control deficiencies discovered by the Consultant may be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance may be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Irregularities and illegal acts – The Consultant shall be required to make an immediate, written report of all irregularities and illegal acts or indication of illegal acts of which they become aware to the jurisdiction/agency and RCTC's audit oversight committee, Executive Director, and Chief Financial Officer.

Planning meetings – The Consultant shall meet with RCTC staff at least once a year prior to the commencement of the audits and agreed-upon procedures.

E. Audit Schedule

The work to be performed at the jurisdictions and agencies shall be arranged by the Consultant with the individual jurisdiction or agency after the conclusion of a planning meeting with RCTC and RCTC's issuance of audit notification letters to each jurisdiction and agency.

The work should be scheduled for no later than November 15 of each year. Barring unforeseen circumstances, the Consultant must conduct the work activities and provide all required reports and information to RCTC no later than December 31 of each year. The TDA audits are required to be submitted to the State Controller by December 31 of each year; however, an extension may be granted by RCTC for no more than 90 days. RCTC's policy for Measure A reports follows the TDA requirement; however, a formal extension is generally not issued.

The Consultant shall keep RCTC apprised at least monthly on the status of the audits and any issues which have been encountered. RCTC will provide assistance, to the extent necessary and/or possible, to resolve such issues. If circumstances outside the control of the Consultant or RCTC arise and the deadline cannot be met, both parties agree to communicate the circumstances and develop an action plan.

F. Measure A Proposed Local Streets and Roads Agreed-Upon Procedures (Proposed)

1. Review the 2009 Measure A (Ordinance 02-001) compliance requirements. Western County jurisdictions are required to participate in the Transportation Uniform Mitigation Fee (TUMF) program and in the Multi-Species Habitat Conservation Plan (MSHCP), which are administered by the Western Riverside Council of Governments (WRCOG) and the Western Riverside County Regional Conservation Authority (RCA), respectively. Coachella Valley jurisdictions are required to participate in the TUMF program administered by the Coachella Valley Association of Governments (CVAG). Indicate participation in TUMF and/or MSHCP programs.
2. Obtain from RCTC the approved Five-Year Capital Improvement Plan (CIP) for the fiscal year.
3. Obtain from the jurisdiction a detail general ledger and balance sheet for the fiscal year.

- a. Identify the amount of Measure A cash and investments recorded at the end of the fiscal year. Compare amount to Measure A fund balance and provide an explanation for any differences greater than 25% of fund balance.
 - b. Identify any amounts due from other funds.
 - c. Identify the components of ending fund balance for the Measure A activity (e.g., nonspendable, restricted, assigned, committed, unassigned) [and for County of Riverside only by geographic area].
 - i. Identify the existence of any restatement of Measure A fund balance; inquire of management as to the reason for any restatement and provide a summary of the restatement items.
 - ii. Compare ending fund balance to total revenues for the current year and prior two years. If ending fund balance is greater than sum of total revenues for the three-year period, inquire of management as to the reason(s) for the accumulation of fund balance (e.g., status of specific projects included in the 5-Year CIP).
4. Obtain an operating statement for the Measure A activity for the fiscal year, including budget amounts; include the operating statement as an exhibit to the report.
- a. Review the revenues in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A revenues received from RCTC and identify what the total revenues were for the fiscal year.
 - ii. Obtain from RCTC a listing of Measure A payments to the jurisdiction.
 - 1. Compare the Measure A sales tax revenues recorded by the jurisdiction to the listing of payments made by RCTC. [Use gross amounts paid by RCTC]
 - iii. Obtain from the jurisdiction an interest allocation schedule for the fiscal year.
 - 1. Identify the allocation amount of interest income to Measure A activity and what the amount of interest income was for the fiscal year. If no interest was allocated, inquire of management as to reason for not allocating interest income.
 - b. Review the expenditures in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A expenditures and what the total expenditures were for the fiscal year.
 - ii. Select expenditures for testing that comprise at least 20% of the total expenditures.
 - 1. For the expenditures selected for testing, compare the dollar amount listed on the general ledger to the supporting documentation.
 - 2. For the expenditures selected for testing, review the 5-Year CIP and note if the project is included in the 5-Year CIP and is an allowable cost.
 - iii. Inquire of management as to the nature of any transfers in or out recorded in the Measure A fund. For any transfers out, determine if nature of transfer out was included in the 5-Year CIP.
 - iv. Inquire of management as to the amount of general or non-project-related indirect costs, if any, included in expenditures. If indirect costs exceed 8% of Measure A revenue, inquire of management as to the basis for indirect costs

- charged to Measure A. If indirect costs are identified, determine if such costs are included in the 5-Year CIP.
- v. Inquire of management as to the amount of debt service expenditures recorded in the Measure A fund and determine if such costs are included in the 5-Year CIP.
5. Obtain from RCTC a listing of jurisdictions who participate in the Western County or Coachella Valley TUMF programs.
 - a. If the jurisdiction is a participant in the TUMF program, select at least one disbursement for validation as to the amount remitted to WRCOG or CVAG, as applicable.
 - b. Indicate the total amount of TUMF fees collected and remitted during the fiscal year.
 6. Obtain from RCTC a listing of jurisdictions who participate in the Western County MSHCP program.
 - a. If the jurisdiction is a participant in the MSHCP program, select at least one disbursement for validation as to the amount remitted to RCA, as applicable.
 - b. Inquire of management as to the existence of any fees collected in prior years and not remitted to RCA as of the end of the fiscal year.
 - c. Indicate the total amount of MSHCP fees collected and remitted during the fiscal year.
 7. Obtain from RCTC the MOE base year requirement, including supporting detail of the calculations for its city/County, and the carryover amount allowed as of the beginning of the fiscal year.
 - a. Obtain from the city/County a calculation of its current year MOE amount in the format similar to its base year calculation. Attach a copy of the calculation worksheet provided by the city/County as an exhibit to the report.
 - b. Compare the current year MOE amounts from the General Fund to the general ledger.
 - c. Review the General Fund general ledger to determine if there were any transfers in to fund any MOE amounts.
 - d. Compare the amount of current year MOE expenditures to the MOE base requirement and add any excess to, or subtract any deficiency from, the carryover amount.
 - e. If the amount of discretionary funds spent is less than the MOE base requirement (MOE deficiency), determine the amount of any prior year MOE carryover using the information obtained from RCTC and reduce the MOE deficiency by any available MOE carryover to determine an adjusted current year expenditure amount.

G. Measure A Recipient Conformance Requirements

1. **Allowable Costs.** 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.

- a. Eligible local street and road projects costs include any engineering, capital, or maintenance cost. Decisions on projects are to be made by *local jurisdictions* subject to Capital Improvement Program requirements.
 - i. Annual budget reflecting the local government or agency's anticipated receipts and expenditures should be prepared and submitted to *RCTC upon approval* by the governing board. The data contained in the capital improvement plans submitted to RCTC should be included in the recipient's budgets. These budgets allow for proper evaluation by RCTC of the recipient's activities on an annual basis. (Policy adopted May 8, 1991)
- b. Eligible transit programs include special discount fares for seniors and handicapped people, commuter bus services, funding for computer assisted rideshare programs, and "seed" programs to encourage the creation of vanpools. Additionally, funds will be used to provide further reductions for the truly needy and to expand existing services and implement new services. Bus capital replacement and additional bus service may also be an eligible program within the Coachella Valley, subject to a determination of funding by the Coachella Valley Association of Governments (CVAG).

2. **Maintenance of Effort (MOE).** Additional funds provided under Measure A are intended to supplement existing local revenues being used for transportation purposes. Government agencies shall maintain their existing commitment of local funds for street highway and public transit purposes pursuant to Measure A.

- a. The local cities and the County shall annually submit to RCTC a list of the proposed uses for these funds and a certification that the MOE 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.
 - i. Agencies may use any local discretionary funds expended for local streets and roads purposes during previous fiscal years which were in excess of their maintenance of effort requirements to meet their MOE requirements for the fiscal year. (Measure A Maintenance of Effort Guidelines)
- b. RCTC shall assure the cities' and County compliance with MOE funding requirements before allocating funds for local streets and roads.
- c. RCTC shall not allocate funds to an individual city or the County for local streets and roads use within the Western County and Coachella Valley areas unless WRCOG or CVAG indicates participation of agency in the Transportation Uniform Mitigation Fee program necessary for implementation of the planned regional arterial system.

3. **Allocation of Funds to Geographic Areas.** 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.

4. **Allocation of Funds within Geographic Areas.** RCTC shall return 2009 Measure A funds to the geographic areas as follows (*Applicable to RCTC*):
- a. **Western County.** To be distributed for the following programs: \$370 million (approx. 11% to new corridors; \$1,020 million (approx. 30%) to highways; \$390 million (approx. 12%) to public transit; \$300 million (approx. 9%) to regional arterials; \$970 million (approx. 29%) to local streets and roads; \$270 million (approx. 8%) to bond financing; and \$40 million (approx. 1%) to economic development.
 - i. Local streets and roads funding are to be distributed by a formula based on 75% on proportionate population and 25% on 2009 Measure A revenues generated within each jurisdiction, if they participate in the Transportation Uniform Mitigation Fee program and Multi-Species Habitat Conservation Plan. If local agencies choose not to participate in the TUMF and MSHCP programs, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by RCTC.
 - b. **Coachella Valley.** To be distributed for the following programs: 50% to highways and regional arterial projects; 35% to local streets and roads; and 15% to specialized public transit.
 - i. Local streets and roads funds will be provided to Coachella Valley cities and the County if they participate in the Transportation Uniform Mitigation Fee program. If local agencies choose not to participate in the TUMF program, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by CVAG.
 - ii. Local streets and roads funds are to be distributed by a formula based on 50% on proportionate dwelling units and 50% on 2009 Measure A revenues generated within each jurisdiction, as interpreted in Ordinance and direction provided by CVAG.
 - c. **Palo Verde Valley.** To be distributed 100% to local streets and roads.
 - i. Local streets and roads funds are to be distributed by a formula based on 75% on proportionate population and 25% on sales tax revenues generated in each jurisdiction.
5. **Accounting Records.** Measure A recipients are required to maintain accurate, complete, and separate accounting records for all sources of the funds they receive. Small not-for-profit agencies are encouraged but not required to maintain separate accounting records as long as Measure A receipts, related revenues, and expenditures can be readily identified. If RCTC's independent auditors are unable to readily identify which funds are being used for expenditures, then the agency will be required to maintain separate accounting records and cash accounts if they are to continue receiving Measure A allocations. Any agency which maintains poor accounting records will receive funding allocations on a reimbursement basis only. (Policy adopted May 12, 1993)
6. **Interfund Borrowing.** Interfund borrowing from Measure A funding sources to another local jurisdiction fund is strictly prohibited. Cities and agencies must maintain

sufficient cash balances so as not to impair their Measure A funds. Evidence of interfund borrowing or impaired cash balances will result in the city or agency receiving funds from RCTC on a reimbursement basis only after any existing city or agency reserves of prior Commission funds have been fully depleted. (Policy adopted May 12, 1993)

7. **Interest Income Allocations.** Interest on Measure A funds shall accrue separately for all of RCTC's programs as defined in the text of Measure A. This interest allocation policy is applicable to the entire County, and such allocations shall be made monthly. Interest earned on unexpended Measure A monies should be recorded in the Measure A fund established by a local government or other agency receiving local streets and roads or specialized transit monies. As these funds are restricted, the related interest earned should be restricted as required by governmental regulations and other transportation funding including the Transportation Act. (Policy adopted May 8, 1991 and May 12, 1993)
8. **Accumulated Deficits.** Accumulated funding source deficits are the responsibility of the local jurisdiction. RCTC will consider allocating additional funds for such deficits when justifiable on a case-by-case basis. (Policy adopted May 12, 1993)
9. **Budget Variances.** Significant budget variances should be avoided. All local jurisdictions are required to compare the budget to actual results and make mid-year revisions as needed. (Policy adopted May 12, 1993)
10. **Unexpended Monies.** Whenever the annual fiscal audit or the proposed update of the Five Year Capital Improvement Program of a local agency shows a Measure A Local Streets and Road Program carryover balance in excess of *three (3) times the annual allocation* to an agency, Commission staff will:
 - a. Meet with the local agency to have them explain the reason for the carryover and explore alternatives for moving projects faster, and
 - b. Present a report of their findings to RCTC's Budget and Finance Committee to determine if any further action should be considered and proposed to the full Commission.(Policy included in December 13, 1995 revisions to the RCTC Program and Funding Guide)

H. Transit Compliance Requirements

The auditors should review the TDA regulations for Local Transportation Fund and State Transit Assistance funding. California Code Section 6664 discusses the fiscal and compliance audits of all claimants, Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants. The TDA Statutes and California Code of Regulation Guidebook is available at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/f0009844-tda-07-2018-a11y.pdf>.

California Department of Transportation program guidelines for State of Good Repair funds received through RCTC are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/sgr/202008-sgr-final-guidelines-a11y.pdf>

Proposition 1B accountability requirements for Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/ptmisea/201910-ptmisea-guidelines-a11y.pdf>

Proposition 1B guidelines for Transit System Safety, Security, and Disaster Response Account (TSSSDRA) funds received through CalOES are located at:

[https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA guidelines](https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA%20guidelines)

LCTOP program guidelines for funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/lctop/201909-lctop-fy19-20-guidelines-a11y.pdf>

End of Statement of Services

EXHIBIT "B"

COMPENSATION

[TO BE INSERTED BEHIND THIS PAGE]

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EXHIBIT "B"

COMPENSATION SUMMARY¹

(Amounts subject to rounding differences)

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Brown Armstrong Accountancy Corporation ²	Audit and Attestation Services	\$ 38,400
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 38,400

TASK NUMBER	TASK DESCRIPTION	COST
TDA Article 3/Bicycle and Pedestrian ²	Audit Services	\$ -
TDA Article 4/Transit	Audit Services	-
Measure A Local Streets and Roads	Agreed-Upon Procedures Attestation Services	38,400
SUBTOTAL		38,400
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 38,400

FISCAL YEAR	PROJECT	COST
FY 2020/21 ²	Audit and Attestation Services	\$ 6,400
FY 2021/22 ²	Audit and Attestation Services	6,400
FY 2022/23 ²	Audit and Attestation Services	6,400
FY 2023/24 (Option Year 1) ²	Audit and Attestation Services	6,400
FY 2024/25 (Option Year 2) ²	Audit and Attestation Services	6,400
FY 2025/26 (Option Year 3) ²	Audit and Attestation Services	6,400
SUBTOTAL		38,400
TOTAL COSTS		\$ 38,400

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

² TDA Article 3/Bicycle and Pedestrian audits will be determined annually based on TDA claimants; accordingly, amounts are estimated. This estimate assumes zero (0) annual TDA Article 3/Bicycle and Pedestrian audits.

Agreement No. 21-19-057-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
FOR THE EASTERN RIVERSIDE COUNTY
MEASURE A RECIPIENTS AND
TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
WITH CONRAD LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and CONRAD LLP ("Consultant"), a Limited Liability Partnership.

2. RECITALS.

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

2.2 Commission desires to engage Consultant to render certain audit and attestation services for the Commission ("Project") as set forth herein.

3. TERMS.

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

3.2 Term. The term of this Agreement shall be from the date first specified above to June 30, 2024, unless earlier terminated as provided herein. The Commission, at its sole discretion, may extend this Agreement for three (3) additional single year terms through June 30, 2027. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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

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

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

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Andrea Jayasekara, Sam Parera, Mariana Beuchat, Cameron Gelinas, and Sage Mohan.

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

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

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

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

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

indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

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

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

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

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

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

designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from the Commission’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability

Coverage.

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

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

(D) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

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

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

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage

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

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

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

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The total compensation shall not exceed Three Hundred Seventy-Four Thousand Seven Hundred Sixty Dollars (\$374,760) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

pay all approved charges thereon.

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

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

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

3.16 Termination of Agreement.

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

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

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

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

CONSULTANT:
Conrad LLP
23161 Lake Center Dr.
Suite 200
Lake Forest, CA 92630
Attn: Anrdra Jayasekara

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

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

3.18 Ownership of Materials/Confidentiality.

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

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

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

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

All programs, working papers, files and other materials of the Consultant made pursuant to this Agreement shall remain the property of the Consultant. The Commission will have access to this material at any time. All reports delivered by the Consultant and its subcontractors pursuant to the Agreement shall become the property of the Commission without restriction or limitation on their use and shall be made available upon request, to the Commission at any time. Original copies of the deliverable reports shall be delivered to the Commission upon completion of the Services or termination of the Services. The Consultant shall be permitted to retain copies of such items for the

furtherance of its technical proficiency; however, publication of this material is subject to the written approval of the Commission.

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

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

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

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

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

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

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

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

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

volunteers. This Section 3.21 shall survive any expiration or termination of this Agreement.

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

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

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

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

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

3.27 Prohibited Interests and Conflicts.

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

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

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

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

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

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

3.30 Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR AUDIT AND ATTESTATION SERVICES
FOR THE EASTERN RIVERSIDE COUNTY
MEASURE A RECIPIENTS AND
TRANSPORTATION DEVELOPMENT ACT CLAIMANTS
OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
WITH CONRAD LLP**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CONRAD LLP

By: _____
Anne Mayer
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: Secretary

EXHIBIT "A"

SCOPE OF SERVICES

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

Statement of Services

A. General

The Riverside County Transportation Commission (RCTC), as the transportation planning agency for Riverside County, is issuing this Request for Proposal in order to secure services from a Consultant of certified public accountants to perform for the fiscal years ending June 30, 2021, 2022, and 2023, with the option of performing such services for three (3) additional one-year terms:

- Financial and compliance audits of RCTC's Transportation Development Act (TDA) claimants for transit (including funding from Local Transportation Fund (LTF) Article 4, State Transit Assistance (STA), State of Good Repair (SGR), Low Carbon Transit Operations Program (LCTOP), and Proposition 1B);
- Financial and compliance audits of RCTC's TDA claimants for bicycle and pedestrian projects (consisting of funding from LTF Article 3); and
- Agreed-upon procedures similar to those proposed in Appendix A, Section G, for RCTC's Measure A recipients of local streets and roads (LSR) funding.

Measure A Agreed Upon Procedures

The **Measure A LSR Agreed-Up Upon Procedures** apply to all eligible cities in Riverside County. Measure A LSR funding is allocated and disbursed monthly to the cities, as specified in Measure A. RCTC does not currently anticipate any incorporations or dis-incorporations of cities that would result in a change in Measure A LSR recipients. Currently, all cities meet the eligibility requirements that include:

- Participation in the Coachella Valley Transportation Uniform Mitigation Fee (TUMF) Program, as applicable;
- Annual submittal of a 5-Year Capital Improvement Plan (CIP) list of projects;
- Annual Maintenance of Effort certification; and
- Annual Project Status Report for the prior fiscal year CIP.

Transportation Development Act Audits

The **TDA Transit audits** will be performed for the Palo Verde Valley Transit Agency. TDA Transit operating and capital allocations are approved annually by RCTC in June based on the submittal of each transit operator's Short-Range Transit Plan. The transit operators also may unexpended Proposition 1B funding for capital/rehabilitation and/or security projects received through Caltrans and the California Office of Emergency Services (CalOES), respectively.

The **TDA Bicycle and Pedestrian audits** apply to local jurisdictions awarded funding by RCTC for bicycle and pedestrian projects through a biennial competitive call for projects. Local jurisdictions generally have two years to complete projects, including those projects approved in the FY 2019/20 Call for Projects at RCTC's June 12, 2019 meeting. However, as per revised

guidelines approved by RCTC at its January 13, 2021 meeting effective with the FY 2021/22 Call for Projects to be awarded at the June 9, 2021 RCTC meeting, local jurisdictions will now have three years to complete projects. Claimants may request disbursement of their allocations by RCTC on a reimbursement basis in accordance with RCTC's policies. Accordingly, the TDA Bicycle and Pedestrian audits are dependent on claims for expenditures of such funds.

Anticipated Changes in Audit and Attestation Services

RCTC does not anticipate any change in the local jurisdictions subject to TDA Transit audit and Measure A LSR attestation services. The local jurisdictions requiring TDA Bicycle and Pedestrian audits will be determined each year based on actual disbursements.

The Chief Financial Officer is designated as the coordinator of the work and may appoint a Finance Department staff to coordinate day-to-day oversight. The Chief Financial Officer will serve as the liaison to the audit oversight committee designated by RCTC.

The audits are to be performed by the Consultant(s) in accordance with generally accepted auditing standards, including use of the most current version of each of the following standards and guidelines:

- American Institute of Certified Public Accountants audit and attestation standards;
- General Accounting Office's (GAO) *Government Auditing Standards*;
- Measure A conformance requirements (Section G); and
- Transit requirements (Section H).

B. Scope of Work to be Performed

The selected Consultant(s) will be required to perform the following tasks:

- Audit of the transit and transportation financial statements of the jurisdictions receiving TDA funds in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the TDA as summarized in the TDA Guidebook; and SGR, LCTOP, and Proposition 1B audit guidelines specified by Caltrans and CalOES.
- Performance of agreed-upon procedures similar to those listed in Section F solely to assist RCTC in evaluating the applicable jurisdictions' Measure A transportation funds and degree of their compliance with RCTC's requirements of the Measure A LSR program. RCTC reserves the right to modify the agreed-upon procedures as deemed necessary to fulfill its oversight responsibilities for the Measure A LSR program.

C. Deliverables

Following completion of the audits and agreed-upon procedures and a review of the draft reports by RCTC, the Consultant(s) shall issue:

- A report on the fair presentation of the financial statements for the TDA claimants in conformity with generally accepted accounting principles and on compliance and internal control.
- A report on the agreed-upon procedures related to the Measure A recipients of LSR funding.

Drafts of the reports will be provided to RCTC staff and the applicable TDA claimant or Measure A recipient. The Chief Financial Officer or designee shall review and approve each report prior to issuance.

For each report issued to RCTC, the Consultant shall issue one PDF copy to RCTC and one PDF to the applicable TDA claimant or Measure A recipient, as applicable.

Financial and Compliance Reports

The Consultant will submit a financial and compliance report for each TDA audit. The Consultant will be responsible for the preparation, editing, and printing of all financial and compliance reports, including the financial statements and notes to the financial statements. Although the Consultant will prepare the financial statements, management of the TDA Claimant is responsible for the financial statements.

Agreed-Upon Procedures

The Consultant will submit a report for each Measure A recipient, as applicable, listing the procedures performed, results of procedures performed, and findings, if any. The Consultant will be responsible for preparation, editing, and printing of all agreed-upon procedure reports.

D. Required Communications

Significant Deficiencies – In the required reports on compliance and internal controls, the Consultant shall communicate any significant deficiencies found during the audit of the TDA claimants. A significant deficiency shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

Significant deficiencies that are also material weaknesses shall be identified as such in the report. Other control deficiencies discovered by the Consultant may be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance may be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Irregularities and illegal acts – The Consultant shall be required to make an immediate, written report of all irregularities and illegal acts or indication of illegal acts of which they become aware to the jurisdiction/agency and RCTC's audit oversight committee, Executive Director, and Chief Financial Officer.

Planning meetings – The Consultant shall meet with RCTC staff at least once a year prior to the commencement of the audits and agreed-upon procedures.

E. Audit Schedule

The work to be performed at the jurisdictions and agencies shall be arranged by the Consultant with the individual jurisdiction or agency after the conclusion of a planning meeting with RCTC and RCTC's issuance of audit notification letters to each jurisdiction and agency.

The work should be scheduled for no later than November 15 of each year. Barring unforeseen circumstances, the Consultant must conduct the work activities and provide all required reports and information to RCTC no later than December 31 of each year. The TDA audits are required to be submitted to the State Controller by December 31 of each year; however, an extension may be granted by RCTC for no more than 90 days. RCTC's policy for Measure A reports follows the TDA requirement; however, a formal extension is generally not issued.

The Consultant shall keep RCTC apprised at least monthly on the status of the audits and any issues which have been encountered. RCTC will provide assistance, to the extent necessary and/or possible, to resolve such issues. If circumstances outside the control of the Consultant or RCTC arise and the deadline cannot be met, both parties agree to communicate the circumstances and develop an action plan.

F. Measure A Proposed Local Streets and Roads Agreed-Upon Procedures (Proposed)

1. Review the 2009 Measure A (Ordinance 02-001) compliance requirements. Western County jurisdictions are required to participate in the Transportation Uniform Mitigation Fee (TUMF) program and in the Multi-Species Habitat Conservation Plan (MSHCP), which are administered by the Western Riverside Council of Governments (WRCOG) and the Western Riverside County Regional Conservation Authority (RCA), respectively. Coachella Valley jurisdictions are required to participate in the TUMF program administered by the Coachella Valley Association of Governments (CVAG). Indicate participation in TUMF and/or MSHCP programs.
2. Obtain from RCTC the approved Five-Year Capital Improvement Plan (CIP) for the fiscal year.
3. Obtain from the jurisdiction a detail general ledger and balance sheet for the fiscal year.

- a. Identify the amount of Measure A cash and investments recorded at the end of the fiscal year. Compare amount to Measure A fund balance and provide an explanation for any differences greater than 25% of fund balance.
 - b. Identify any amounts due from other funds.
 - c. Identify the components of ending fund balance for the Measure A activity (e.g., nonspendable, restricted, assigned, committed, unassigned) [and for County of Riverside only by geographic area].
 - i. Identify the existence of any restatement of Measure A fund balance; inquire of management as to the reason for any restatement and provide a summary of the restatement items.
 - ii. Compare ending fund balance to total revenues for the current year and prior two years. If ending fund balance is greater than sum of total revenues for the three-year period, inquire of management as to the reason(s) for the accumulation of fund balance (e.g., status of specific projects included in the 5-Year CIP).
4. Obtain an operating statement for the Measure A activity for the fiscal year, including budget amounts; include the operating statement as an exhibit to the report.
- a. Review the revenues in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A revenues received from RCTC and identify what the total revenues were for the fiscal year.
 - ii. Obtain from RCTC a listing of Measure A payments to the jurisdiction.
 - 1. Compare the Measure A sales tax revenues recorded by the jurisdiction to the listing of payments made by RCTC. [Use gross amounts paid by RCTC]
 - iii. Obtain from the jurisdiction an interest allocation schedule for the fiscal year.
 - 1. Identify the allocation amount of interest income to Measure A activity and what the amount of interest income was for the fiscal year. If no interest was allocated, inquire of management as to reason for not allocating interest income.
 - b. Review the expenditures in the operating statement.
 - i. Inquire of management as to what fund is used to record Measure A expenditures and what the total expenditures were for the fiscal year.
 - ii. Select expenditures for testing that comprise at least 20% of the total expenditures.
 - 1. For the expenditures selected for testing, compare the dollar amount listed on the general ledger to the supporting documentation.
 - 2. For the expenditures selected for testing, review the 5-Year CIP and note if the project is included in the 5-Year CIP and is an allowable cost.
 - iii. Inquire of management as to the nature of any transfers in or out recorded in the Measure A fund. For any transfers out, determine if nature of transfer out was included in the 5-Year CIP.
 - iv. Inquire of management as to the amount of general or non-project-related indirect costs, if any, included in expenditures. If indirect costs exceed 8% of Measure A revenue, inquire of management as to the basis for indirect costs

- charged to Measure A. If indirect costs are identified, determine if such costs are included in the 5-Year CIP.
- v. Inquire of management as to the amount of debt service expenditures recorded in the Measure A fund and determine if such costs are included in the 5-Year CIP.
5. Obtain from RCTC a listing of jurisdictions who participate in the Western County or Coachella Valley TUMF programs.
 - a. If the jurisdiction is a participant in the TUMF program, select at least one disbursement for validation as to the amount remitted to WRCOG or CVAG, as applicable.
 - b. Indicate the total amount of TUMF fees collected and remitted during the fiscal year.
 6. Obtain from RCTC a listing of jurisdictions who participate in the Western County MSHCP program.
 - a. If the jurisdiction is a participant in the MSHCP program, select at least one disbursement for validation as to the amount remitted to RCA, as applicable.
 - b. Inquire of management as to the existence of any fees collected in prior years and not remitted to RCA as of the end of the fiscal year.
 - c. Indicate the total amount of MSHCP fees collected and remitted during the fiscal year.
 7. Obtain from RCTC the MOE base year requirement, including supporting detail of the calculations for its city/County, and the carryover amount allowed as of the beginning of the fiscal year.
 - a. Obtain from the city/County a calculation of its current year MOE amount in the format similar to its base year calculation. Attach a copy of the calculation worksheet provided by the city/County as an exhibit to the report.
 - b. Compare the current year MOE amounts from the General Fund to the general ledger.
 - c. Review the General Fund general ledger to determine if there were any transfers in to fund any MOE amounts.
 - d. Compare the amount of current year MOE expenditures to the MOE base requirement and add any excess to, or subtract any deficiency from, the carryover amount.
 - e. If the amount of discretionary funds spent is less than the MOE base requirement (MOE deficiency), determine the amount of any prior year MOE carryover using the information obtained from RCTC and reduce the MOE deficiency by any available MOE carryover to determine an adjusted current year expenditure amount.

G. Measure A Recipient Conformance Requirements

1. **Allowable Costs.** 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.

- a. Eligible local street and road projects costs include any engineering, capital, or maintenance cost. Decisions on projects are to be made by *local jurisdictions* subject to Capital Improvement Program requirements.
 - i. Annual budget reflecting the local government or agency's anticipated receipts and expenditures should be prepared and submitted to *RCTC upon approval* by the governing board. The data contained in the capital improvement plans submitted to RCTC should be included in the recipient's budgets. These budgets allow for proper evaluation by RCTC of the recipient's activities on an annual basis. (Policy adopted May 8, 1991)
- b. Eligible transit programs include special discount fares for seniors and handicapped people, commuter bus services, funding for computer assisted rideshare programs, and "seed" programs to encourage the creation of vanpools. Additionally, funds will be used to provide further reductions for the truly needy and to expand existing services and implement new services. Bus capital replacement and additional bus service may also be an eligible program within the Coachella Valley, subject to a determination of funding by the Coachella Valley Association of Governments (CVAG).

2. **Maintenance of Effort (MOE).** Additional funds provided under Measure A are intended to supplement existing local revenues being used for transportation purposes. Government agencies shall maintain their existing commitment of local funds for street highway and public transit purposes pursuant to Measure A.

- a. The local cities and the County shall annually submit to RCTC a list of the proposed uses for these funds and a certification that the MOE 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.
 - i. Agencies may use any local discretionary funds expended for local streets and roads purposes during previous fiscal years which were in excess of their maintenance of effort requirements to meet their MOE requirements for the fiscal year. (Measure A Maintenance of Effort Guidelines)
- b. RCTC shall assure the cities' and County compliance with MOE funding requirements before allocating funds for local streets and roads.
- c. RCTC shall not allocate funds to an individual city or the County for local streets and roads use within the Western County and Coachella Valley areas unless WRCOG or CVAG indicates participation of agency in the Transportation Uniform Mitigation Fee program necessary for implementation of the planned regional arterial system.

3. **Allocation of Funds to Geographic Areas.** 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.

4. **Allocation of Funds within Geographic Areas.** RCTC shall return 2009 Measure A funds to the geographic areas as follows (*Applicable to RCTC*):
- a. **Western County.** To be distributed for the following programs: \$370 million (approx. 11% to new corridors; \$1,020 million (approx. 30%) to highways; \$390 million (approx. 12%) to public transit; \$300 million (approx. 9%) to regional arterials; \$970 million (approx. 29%) to local streets and roads; \$270 million (approx. 8%) to bond financing; and \$40 million (approx. 1%) to economic development.
 - i. Local streets and roads funding are to be distributed by a formula based on 75% on proportionate population and 25% on 2009 Measure A revenues generated within each jurisdiction, if they participate in the Transportation Uniform Mitigation Fee program and Multi-Species Habitat Conservation Plan. If local agencies choose not to participate in the TUMF and MSHCP programs, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by RCTC.
 - b. **Coachella Valley.** To be distributed for the following programs: 50% to highways and regional arterial projects; 35% to local streets and roads; and 15% to specialized public transit.
 - i. Local streets and roads funds will be provided to Coachella Valley cities and the County if they participate in the Transportation Uniform Mitigation Fee program. If local agencies choose not to participate in the TUMF program, the funds they would otherwise receive for local streets and roads will be added to the Measure A funds for the Regional Arterial System administered by CVAG.
 - ii. Local streets and roads funds are to be distributed by a formula based on 50% on proportionate dwelling units and 50% on 2009 Measure A revenues generated within each jurisdiction, as interpreted in Ordinance and direction provided by CVAG.
 - c. **Palo Verde Valley.** To be distributed 100% to local streets and roads.
 - i. Local streets and roads funds are to be distributed by a formula based on 75% on proportionate population and 25% on sales tax revenues generated in each jurisdiction.
5. **Accounting Records.** Measure A recipients are required to maintain accurate, complete, and separate accounting records for all sources of the funds they receive. Small not-for-profit agencies are encouraged but not required to maintain separate accounting records as long as Measure A receipts, related revenues, and expenditures can be readily identified. If RCTC's independent auditors are unable to readily identify which funds are being used for expenditures, then the agency will be required to maintain separate accounting records and cash accounts if they are to continue receiving Measure A allocations. Any agency which maintains poor accounting records will receive funding allocations on a reimbursement basis only. (Policy adopted May 12, 1993)
6. **Interfund Borrowing.** Interfund borrowing from Measure A funding sources to another local jurisdiction fund is strictly prohibited. Cities and agencies must maintain

sufficient cash balances so as not to impair their Measure A funds. Evidence of interfund borrowing or impaired cash balances will result in the city or agency receiving funds from RCTC on a reimbursement basis only after any existing city or agency reserves of prior Commission funds have been fully depleted. (Policy adopted May 12, 1993)

7. **Interest Income Allocations.** Interest on Measure A funds shall accrue separately for all of RCTC's programs as defined in the text of Measure A. This interest allocation policy is applicable to the entire County, and such allocations shall be made monthly. Interest earned on unexpended Measure A monies should be recorded in the Measure A fund established by a local government or other agency receiving local streets and roads or specialized transit monies. As these funds are restricted, the related interest earned should be restricted as required by governmental regulations and other transportation funding including the Transportation Act. (Policy adopted May 8, 1991 and May 12, 1993)
8. **Accumulated Deficits.** Accumulated funding source deficits are the responsibility of the local jurisdiction. RCTC will consider allocating additional funds for such deficits when justifiable on a case-by-case basis. (Policy adopted May 12, 1993)
9. **Budget Variances.** Significant budget variances should be avoided. All local jurisdictions are required to compare the budget to actual results and make mid-year revisions as needed. (Policy adopted May 12, 1993)
10. **Unexpended Monies.** Whenever the annual fiscal audit or the proposed update of the Five Year Capital Improvement Program of a local agency shows a Measure A Local Streets and Road Program carryover balance in excess of *three (3) times the annual allocation* to an agency, Commission staff will:
 - a. Meet with the local agency to have them explain the reason for the carryover and explore alternatives for moving projects faster, and
 - b. Present a report of their findings to RCTC's Budget and Finance Committee to determine if any further action should be considered and proposed to the full Commission.(Policy included in December 13, 1995 revisions to the RCTC Program and Funding Guide)

H. Transit Compliance Requirements

The auditors should review the TDA regulations for Local Transportation Fund and State Transit Assistance funding. California Code Section 6664 discusses the fiscal and compliance audits of all claimants, Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants. The TDA Statutes and California Code of Regulation Guidebook is available at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/f0009844-tda-07-2018-a11y.pdf>.

California Department of Transportation program guidelines for State of Good Repair funds received through RCTC are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/sgr/202008-sgr-final-guidelines-a11y.pdf>

Proposition 1B accountability requirements for Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/ptmisea/201910-ptmisea-guidelines-a11y.pdf>

Proposition 1B guidelines for Transit System Safety, Security, and Disaster Response Account (TSSSDRA) funds received through CalOES are located at:

[https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA guidelines](https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY_2016-17_HR_Guidance_with_Allocations.pdf#search=TSSSDRA%20guidelines)

LCTOP program guidelines for funds received through Caltrans are located at:

<https://dot.ca.gov/-/media/dot-media/programs/rail-mass-transportation/documents/lctop/201909-lctop-fy19-20-guidelines-a11y.pdf>

End of Statement of Services

EXHIBIT "B"

COMPENSATION

[TO BE INSERTED BEHIND THIS PAGE]

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

(Amounts subject to rounding differences)

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Conrad LLP ²	Audit and Attestation Services	\$ 374,760
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 374,760

TASK NUMBER	TASK DESCRIPTION	COST
TDA Article 3/Bicycle and Pedestrian ²	Audit Services	\$ 149,310
TDA Article 4/Transit	Audit Services	44,250
Measure A Local Streets and Roads	Agreed-Upon Procedures Attestation Services	181,200
SUBTOTAL		374,760
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 374,760

FISCAL YEAR	PROJECT	COST
FY 2020/21 ²	Audit and Attestation Services	\$ 61,960
FY 2021/22 ²	Audit and Attestation Services	62,160
FY 2022/23 ²	Audit and Attestation Services	62,360
FY 2023/24 (Option Year 1) ²	Audit and Attestation Services	62,560
FY 2024/25 (Option Year 2) ²	Audit and Attestation Services	62,760
FY 2025/26 (Option Year 3) ²	Audit and Attestation Services	62,960
TOTAL COSTS		\$ 374,760

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

² TDA Article 3/Bicycle and Pedestrian audits will be determined annually based on TDA claimants; accordingly, amounts are estimated. This estimate assumes seven (7) annual TDA Article 3/Bicycle and Pedestrian audits.

AGENDA ITEM 8D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee David Knudsen, Interim External Affairs Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	State and Federal Legislative Update

This item is for the Commission to:

- 1) Receive and file an update on state and federal legislation; and
- 2) Adopt the following bill position:
 - a) SB 261 (Allen) – Oppose.

DISCUSSION:

State Update

The California State Legislature returned to Sacramento from its week-long spring recess on April 5, 2021. Legislators have an extremely busy month ahead as they work through policy committee hearings and facing deadlines to advance bills introduced in their house of origin. Simultaneously, Governor Newsom is preparing his budget revision to be released in May, which will take into account any adjustments to state revenue or any changes he wants to make to his 2021-22 budget proposal.

The California Department of Finance released an economic update in March with preliminary General Fund tax receipts for the first eight months of the fiscal year. According to its report, tax receipts were \$14.34 billion above the 2021-22 Governor’s budget forecast of \$111.518 billion. This combined with \$26 billion in federal COVID-19 relief California is expected to receive, the Governor and the Legislature may decide to increase the state’s discretionary spending already proposed \$165 billion. Staff will monitor how the Governor and Legislature will ultimately decide to use the windfall of revenue. June 15, 2021 is the Constitutional deadline for the Legislature to pass a budget.

Legislation

SB 261 (Allen) – Staff Recommended Position: Oppose

Senate Bill (SB) 261 authored by Senator Ben Allen (Santa Monica) would update the state’s greenhouse gas (GHG) reduction goals for the transportation sector, create new vehicle miles

traveled (VMT) reduction goals, increase the scrutiny of a Metropolitan Planning Organization's (MPO) Sustainable Communities Strategy (SCS) by the California Air Resources Board (CARB), and create new requirements for local governments to report on the number of housing, jobs, and transit supportive infrastructure that demonstrates the implementation of an SCS's strategies.

SB 261 adds additional requirements to SB 375 (Chapter 728, Statutes of 2008), which directed CARB to set regional targets for reducing GHG emissions from the automobile and light-duty truck sector for 2020 and 2035. In setting regional GHG emissions reduction targets, SB 375 established a Regional Targets Advisory Committee (RTAC) that included local and regional officials to advise CARB on the target-setting. Since the passage of SB 375, MPOs like Southern California Association of Governments (SCAG) and county transportation commissions like the Riverside County Transportation Commission (RCTC), have been working in partnership with each other and with CARB to meet the Southern California region's GHG reduction targets from the automobile and light-duty truck sector for 2020 and 2035. SB 375 requires MPOs to create SCSs in conjunction with their Regional Transportation Plans (RTPs) and establishes a "bottom-up" approach to ensure that cities, counties, and county transportation commissions are involved in developing regional plans to achieve those GHG reduction targets.

SB 261 would implement the following:

1. Extends GHG reduction targets and adds new VMT reduction targets: SB 261 would require CARB to set regional targets for reducing greenhouse gas emissions from automobile and light trucks for 2045 and 2050. In addition, the bill would require CARB to provide each region with VMT reduction targets for 2035, 2045, and 2050.
2. Increased Scrutiny and Double-Checking an MPO's SCS by CARB: This bill would provide vague justifications for CARB to reject an MPO's SCS and subject the MPO's SCS to increased levels of scrutiny and double-checking by CARB. SB 261 would require the MPO to submit an SCS to CARB within 60 days of the MPO's adoption of the document and then doubles the time CARB has to accept or reject an MPO's SCS from 60 to 120 days.
3. New Reporting Requirements: SB 261 would require each city or county to report to the MPO on the number of housing, jobs, and transit-supportive infrastructure, existing and planned, that demonstrates the implementation of the SCS's strategies. Cities and counties would be required to report this information every other year.

VMT reduction targets disproportionately and unfairly impact commuter communities, such as those in Riverside County whose residents find affordable living but who have to commute long distances to job centers. Riverside County is among the fastest-growing counties in the state. Imposing uniform VMT reduction policies without a complete understanding of the region and substantial state funding could reduce our communities' access to employment, education, economic development, and recreational opportunities.

As a result of the issues identified in the bill, staff is recommending the Commission take an oppose position. This recommendation is consistent with the Commission's adopted 2021 State and Federal Legislative Platform, including:

- *Environment* - Oppose efforts to place new environmental criteria (such as GHG reduction or VMT reduction) on transportation projects and programs without commensurate funding for alternatives or mitigations.
- *Equity and Fairness* - Policies should be implemented recognizing regional variance by distinguishing high-growth regions for their impact on the economy, environment, and should be dynamic in order to address future population growth.

AB 840 (Holden)

Assembly Bill (AB) 840, authored by Assemblymember Chris Holden, would require San Bernardino County Transportation Authority (SBCTA) and LA Metro to jointly develop a funding and implementation program for regional transit services to include service to international airports. In developing the program, the agencies shall consult with SCAG, California Transportation Commission, Ontario International Airport Authority, Metro Gold Line Foothill Extension Construction Authority, and Counties of Los Angeles and San Bernardino. This bill is another attempt after two bills last year, AB 2011 (Holden) and SB 1390 (Portantino), failed to pass out of the Legislature to compel SBCTA to extend the Metro Gold Line to Ontario International Airport.

While the specific matters at the center of this legislation do not apply directly to Riverside County, if approved, this bill creates a troublesome precedent for RCTC and all self-help transportation agencies in California who are entrusted with local governance of voter-approved tax revenues, including:

- Involving the state in the working partnerships between county transportation commissions
- Challenging the independent decision-making authority of the regional transportation authority

Any effort by the state to mandate a project not consistent with local priorities erodes the faith voters and taxpayers have placed in the transportation agencies to deliver projects that benefit county residents and maximize taxpayer dollars.

Staff's recommendation for the Commission to take an oppose position is consistent with the adopted 2021 State and Federal Legislative Platform, including:

- *Protect Our Authority and Revenue* - Existing statutory authorities for the Commission should be preserved and protected.

- *Protect Our Authority and Revenue* - Oppose legislation that restructures or interferes with governance of the Commission or other local and regional transportation agencies without the support and consent of the entity affected.

Subsequent to the Committee's action to approve staff's recommendation to oppose the bill but prior to the Commission meeting, the author pulled the bill and there is no action needed at this time. Staff will continue to monitor this issue in the event a bill is reintroduced seeking to take a similar action.

Federal Update

On March 31, 2021, President Joe Biden unveiled his American Jobs Plan (AJP), a \$2.3 trillion proposal including \$1.3 trillion for infrastructure spending. The AJP proposes investment in "core assets" transportation funding levels, including:

- Roads and Bridges (\$115 billion)
- Transit (\$85 billion)
- Aviation (\$25 billion)
- Ports and Waterways (\$17 billion)
- Rail (\$80 billion)

More details on the AJP are anticipated in the coming weeks as Congress holds hearings to debate the proposal. It is not yet known if the budget reconciliation process will be used to move the AJP or if the package will move under "regular order." The decision on the legislative path will impact the final details and timing on action related to the package.

Surface Transportation Reauthorization

Both the House and Senate continue to develop legislation to reauthorize federal surface transportation programs.

In the House, the Chairman of the House Transportation and Infrastructure Committee (T&I), Congressman Peter DeFazio (Oregon), has stated his intent to complete work on a surface transportation bill by late May. As part of the T&I Committee's process, a Member Day hearing was held on April 14, 2021, to receive testimony from Members of Congress on their policy priorities.

In addition, the T&I Committee is seeking earmark requests from Members of Congress to be included in the surface transportation reauthorization legislation. As of the writing of this staff report, RCTC has proposed the following projects to members of the Riverside County delegation:

- State Route 79 Realignment Project – Right-of-Way Environmental Mitigation
- Interstate 15 Northern Extension (I-15 NEXT)

In the Senate, the Environment and Public Works Committee (EPW), which has jurisdiction over federal highway programs, has also continued its work to develop a new surface transportation bill. The Chairman of the EPW Committee has also expressed a desire to complete work on the highway title of a surface transportation bill by late May. Recall that there are two other Senate Committees with jurisdiction over surface transportation programs that have yet to articulate a timeframe for their action. At this time, the Senate has not yet agreed to include earmarks in this legislation.

Community Project Funding

Congressional offices across the country, including those in Riverside County, accepted applications for community projects to receive federal dollars under new Community Project Funding (CPF), formally known as earmarks, which allows members of Congress to request funding for as many as 10 projects within their home districts. The 10 projects selected by Members will go to the House Appropriations Committee for review, and there will be a public database of all requests received by the committee.

In order to achieve decision-making transparency and reduce potential abuse, several guardrails have been set, including: requiring Members to certify that they and their families do not have a financial interest in any request made by the Member; creating a searchable online database of all CPF requests; banning for-profit recipients; and requiring each Member to demonstrate community benefit and support for each request. Each congressional office required each applicant to answer a series of questions to vet the legitimacy of the project and the request.

In April, RCTC submitted Community Project Funding requesting \$3 million for each of the following projects:

- Interstate 15 Smart Freeway Pilot Project
- Interstate 15 Corridor Operations Project
- Interstate 10 Highland Springs Interchange Improvements
- Moreno Valley/March Field Station Improvements Project

Attachments:

- 1) RCTC Community Project Funding Request Letter for Smart Freeway Pilot Project
- 2) RCTC Community Project Funding Request Letter for Interstate 15 Corridor Operations Project
- 3) RCTC Community Project Funding Request Letter for Interstate 10 Highland Springs Interchange Improvements
- 4) RCTC Community Project Funding Request Letter for Moreno Valley/March Field Station Improvements Project
- 5) Legislative Matrix – April 2021

Approved by the Budget and Implementation Committee on April 26, 2021

In Favor: 11 Abstain: 0 No: 0



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 951.787.7141 • rctc.org

April 8, 2021

The Honorable Ken Calvert
 United States House of Representatives
 U.S. Capitol
 Washington, DC 20510

Subject: Support for the Riverside County Transportation Commission's Community Project Funding Request

Dear Congressman Calvert:

On behalf of the Riverside County Transportation Commission (RCTC), I am pleased to request Community Project Funding of \$3 million for the Smart Freeway Pilot Project. Planned on northbound Interstate 15 from the San Diego/Riverside County Line to the 15/215 Interchange in Murrieta, this \$18 million pilot project is regionally significant, socially equitable, and will have a positive impact on the health and safety of the region's residents, businesses, and freight and goods movement.

This project pilots new and emerging technologies to demonstrate vast improvements to motorist safety and traffic congestion by using controlled, continuously variable adaptive ramp metering to improve traffic flow and reduce weaving and sudden stops. The project will also benefit the region by:

- **Expanding Regional Mobility:** This pilot project will improve regional mobility by improving the service times of Riverside Transit Agency's CommuterLink Express Routes 205/206, which provide essential transit service between Temecula and Corona, as well as job centers beyond via Metrolink.
- **Enhancing Economic Development:** The project will improve throughput along a vital trade corridor from the ports of Long Beach, Los Angeles, and San Diego to the rest of the country and will provide broad economic benefit and support the tourism industry in the Temecula Valley.
- **Supporting Access to all Communities:** The Smart Freeways project will provide more equitable access to regional job centers for low-income communities immediately adjacent to the project and further north on I-15 and I-215. In addition, this project will reduce rear-end collisions and limit income shocks that can irrevocably push vulnerable populations into poverty.
- **Decreasing Pollution (or Improving Air Quality):** Decreased vehicle idling and improved transit service, as well as reductions in sudden vehicle deceleration and acceleration, will reduce air pollution as the region's population continues to grow.

The Honorable Ken Calvert
April 8, 2021
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The project will use \$4 million in Fiscal Year 2020-21 Congestion Mitigation and Air Quality funds, \$1.2 million in State Highway Operation and Protection Program funds, as well as local funds to complete the project. It is also included and consistent with adopted regional transportation plans.

RCTC's innovative and forward-thinking Smart Freeway Pilot Project merits Community Project Funding because of the immediate positive impact it will have on our region's residents, the economy, and the environment. I encourage you to give it full and fair consideration.

Please contact Executive Director Anne Mayer at (951) 787-7141 if you have any questions.

Sincerely,



Jan Harnik
Chair



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April 8, 2021

The Honorable Ken Calvert
 United States House of Representatives
 U.S. Capitol
 Washington, DC 20510

Subject: Support for the Riverside County Transportation Commission's Community Project Funding Request

Dear Congressman Calvert:

On behalf of the Riverside County Transportation Commission (RCTC), I am pleased to request Community Project Funding of \$3 million for the Interstate 15 Corridor Operations Project (I-15 COP). This \$38 million project is regionally significant, socially equitable, and will benefit the health and safety of our region's residents, businesses, and freight and goods movement.

The project proposes to add an auxiliary lane on southbound I-15 between Cajalco Road in Corona and Weirick Road in Temescal Valley in Riverside County. The auxiliary lane is designed to relieve heavy traffic congestion in this area, especially during peak afternoon commute times, by removing a bottleneck to accommodate existing and future traffic volumes. The project will also be compatible with other RCTC planned I-15 corridor improvements, such as the future I-15 Express Lanes Project Southern Extension, expected to be open as early as 2028.

The I-15 COP will benefit our region by:

- **Expanding Regional Mobility:** The project will help reduce vehicle congestion that is prevalent during peak afternoon commute hours.
- **Increasing Safety:** Adding an auxiliary lane will reduce weaving at the high use exits of Cajalco Road in Corona and Weirick Road in Temescal Valley, reducing chances of vehicle collisions.
- **Enhancing Economic Development:** Traffic congestion relief is essential to the region's economic vitality, due to Interstate 15's role in carrying commuters, freight, and regional tourists. Low-income communities are concentrated both in the I-15/State Route-91 corridor of Corona to the north of the project and in Lake Elsinore to the south of the project, and this improvement would improve access to job centers and increase productivity.

The Honorable Ken Calvert
April 8, 2021
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- **Improving Transit:** This project will expand multimodal options by optimizing travel conditions on I-15 for riders of Riverside Transit Agency CommuterLink Express Routes 205/206 between Temecula and Corona, as well as job centers beyond via Metrolink.
- **Supporting All Communities:** Relieving traffic congestion is also critical for this area, particularly disadvantaged communities east of the I-15 and project area, which experience high levels of pollution particulates, largely from idling vehicles on I-15.

This project is regionally significant. In the western United States, the I-15 corridor is the spine of a transportation network extending more than 1,470 miles through California, Nevada, Arizona, Utah, Idaho, and Montana. I-15 links coastal ports to inland population centers and connects with major east-west corridors that serve the entire U.S. The I-15 corridor links the San Diego metropolitan area with the Riverside-San Bernardino metropolitan area. Due to rapid population growth in recent years in the California Mojave Desert region, I-15 has become a heavily traveled commuter route between metropolitan Southern California and the Victor Valley. It is also the primary access route between Southern California and Las Vegas with more than 25 million people driving this corridor annually.

The I-15 COP merits Community Project Funding because of the immediate positive effect it will have on our region's residents, the economy, and the environment. I encourage you to give it full and fair consideration.

Please contact Executive Director Anne Mayer at (951) 787-7141 if you have any questions.

Sincerely,



Jan Harnik
Chair



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April 8, 2021

The Honorable Raul Ruiz, M.D.
 United States House of Representatives
 U.S. Capitol
 Washington, DC 20510

Subject: Support for the Riverside County Transportation Commission's Community Project Funding Request

Dear Congressman Ruiz:

On behalf of the Riverside County Transportation Commission (RCTC), I am pleased to request Community Project Funding of \$3 million for the Interstate 10/Highland Springs Avenue Interchange Improvement project. This \$25 million project, informed by preliminary studies conducted in partnership with Caltrans and the cities of Banning and Beaumont, would reconfigure lanes to the I-10 underpass at Highland Springs Avenue and add auxiliary lanes to the ramps to improve traffic flow and safety. This project is socially equitable and will have a positive impact on the health and safety of the region's residents, businesses, and freight and goods movement.

The I-10/Highland Springs Avenue Interchange serves as the main connection to large housing developments and multiple retail, commercial, medical, and employment centers. With one of the highest peak traffic volumes per hour and per month in Riverside County, it also is in proximity to State Route 60, a major trucking and logistics route for Southern California and the nation.

The I-10/Highland Springs Avenue Interchange will benefit our region by:

- **Enhancing Traffic Safety:** Current queue lengths exceed capacity to and from I-10 at Highland Springs Avenue. This creates impacted intersections, which prevents emergency vehicles from being able to move efficiently within the cities of Banning and Beaumont.
- **Spurring Economic Development:** This project will stimulate economic development in a rapidly developing area by reducing traffic congestion and improving motorist access to I-10, San Geronimo Memorial Hospital to the north, and retail and commercial businesses to the north and south of I-10, all vital commerce and employment centers.

The Honorable Raul Ruiz, M.D.

April 8, 2021

Page 2

- **Supporting Underserved Communities:** This project will particularly benefit low-income communities living with household incomes at and below 80 percent of the state median, located east and south of the interchange, providing equitable access to employment centers and medical services. The project would additionally provide congestion relief to the interchanges to the east on I-10, which are situated in an identified disadvantaged community with a CalEnviroScreen 3.0 percentile of 80-85 percent.
- **Enhancing Multimodal Transit:** The project will improve mobility and support multimodal transit by providing a Class II bike lane within the project limits, which is also served by Riverside Transit Agency Route 31, a link to San Jacinto and Moreno Valley, and SunLine 10 Commuter Link, which provides regular service between Indio and the San Bernardino Transit Center and Metrolink Station.
- **Improving Air Quality:** The project will reduce idling and limit increases in air pollution as the area population continues to grow.

The project will be funded with \$22 million from the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) with the balance from the Community Funding Project.

The I-10/Highland Springs Avenue Interchange Improvement project merits this funding because of the immediate positive effect it will have on our region's residents, their environment, and the economy. I encourage you to give it full and fair consideration.

Please contact Executive Director Anne Mayer at (951) 787-7141 if you have any questions.

Sincerely,



Jan Harnik
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April 8, 2021

The Honorable Mark Takano
 U. S. House of Representatives
 United States Capitol
 Washington, DC 20510

Subject: Support for the Riverside County Transportation Commission's Community Project Funding Request

Dear Congressman Takano:

On behalf of the Riverside County Transportation Commission (RCTC), I am pleased to request Community Project Funding of \$3 million for the Moreno Valley/March Field Station Improvement Project, in partnership with the Southern California Regional Rail Authority (Metrolink). This station serves Metrolink's 91/Perris Valley Line and is the midpoint between the Perris-Downtown Station and the Riverside-Downtown Station.

This project is regionally significant and connects commuters to employment and education centers in Orange and Los Angeles counties. Metrolink also provides service throughout a five-county region, providing access to locations throughout southern California. The project will add a train platform and upgrade existing tracks that will lead to service efficiencies, expand regional mobility options, and reduce reliance on passenger vehicles, which generate more pollutants per traveler than passenger trains. This environmental health benefit is critical, considering the 91/Perris Valley Line corridor in Riverside, Moreno Valley, and Perris are surrounded by disadvantaged communities with pollution burden percentiles of over 90, per CalEnviroScreen 3.0.

The project will benefit the region by:

- **Increasing Service Capacity:** Adding a second train platform and lengthening the existing train platform to accommodate the length of Metrolink's standard eight-car trains. The project also will upgrade 2.7 miles of track that are part of a future nine-mile double-track corridor south of the station.
- **Alleviating Traffic Congestion:** Reducing traffic congestion on Interstate 215 by providing more public transit options for Riverside County residents, including those in southwestern Riverside County, who have some of the longest commutes in Southern California.
- **Improving Air Quality:** Reducing auto emissions by offering more options for train service, which encourages more commuters to travel by train.

The Honorable Mark Takano
April 8, 2021
Page 2

The Moreno Valley/March Field Station Improvement Project, with a total cost of \$25 million, has already received \$16.9 million in Federal Transit Administration Section 5307 formal funds. If the project receives Community Project Funding, RCTC would fully fund the remainder of the project with other federal and local sources.

The Moreno Valley/March Field Station Improvements deserve Community Project Funding because of the immediate positive effect it will have on our region's residents, the economy, and the environment. I encourage you to give it full and fair consideration.

Please contact Executive Director Anne Mayer at (951) 787-7141 if you have any questions.

Sincerely,



Jan Harnik
Chair

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – APRIL 2021

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 1499 (Daly)	Removes the January 1, 2024 sunset date for Department of Transportation and regional transportation agencies to use the design-build procurement method for transportation projects in California.	Referred to Assembly Appropriations Committee April 5, 2021	<i>SUPPORT</i>	April 14, 2021
SB 623 (Newman)	Clarifies existing law to ensure toll operators statewide can improve service to customers and enforce toll policies while increasing privacy protections for the use of personally identifiable information (PII).	Referred to Senate Judiciary Committee April 13, 2021	<i>SUPPORT</i> <i>Staff action based on platform</i>	April 5, 2021

AGENDA ITEM 8E

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jillian Guizado, Planning and Programming Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	2021 Mid-Cycle State Transportation Improvement Program Funding Distribution and Programming

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the 2021 Mid-Cycle State Transportation Improvement Program (STIP) funding distribution among the three geographic areas in Riverside County per the adopted STIP Intracounty Memorandum of Understanding (MOU);
- 2) Approve programming \$10,069,068 of 2021 Mid-Cycle STIP Western Riverside County, Coachella Valley, and Palo Verde Valley funding capacity to the 71/91 Connector project, and submit the 2021 Mid-Cycle STIP to the California Transportation Commission (CTC);
- 3) Include programming Planning, Programming, and Monitoring (PPM) funds (2 percent of STIP programming capacity) in the amount of \$205,491 in Fiscal Year 2022/23;
- 4) Approve swapping the Coachella Valley STIP share with Surface Transportation Block Grant (STBG) funds in the amount of \$2,159,815;
- 5) Approve Agreement No. 07-71-028-04, Amendment No. 4 to Agreement No. 07-71-028-00, with the city of Blythe (Blythe) to trade \$43,297 of Palo Verde Valley STIP funds with Measure A Western Riverside County Highway funds to facilitate delivery of local arterial projects; and
- 6) Authorize the Executive Director, pursuant to legal counsel review, to execute Agreement No. 07-71-028-04 on behalf of the Commission upon CTC adoption of the 2021 Mid-Cycle STIP.

BACKGROUND INFORMATION:

On December 27, 2020, the President signed the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) stimulus bill. CRRSAA appropriated an additional \$10 billion for Highway Infrastructure Programs (HIP) nationwide, of which approximately \$911.8 million was apportioned to the state of California. These funds are available for obligation until September 30, 2024 and have very flexible uses as specified in federal law section 133(b) of Title 23, U.S.C., as well as costs related to preventive maintenance, routine maintenance, operations,

personnel, including salaries of employees or contractors, debt service payments, availability payments, and coverage for other revenue losses.

Traditionally, HIP funds are apportioned by the California Department of Transportation (Caltrans) by formula, whereby Riverside County receives approximately 5.9 percent for its population share. The CTC, typically responsible for the programming and allocation of state-generated transportation funds, elected to oversee the distribution of the CRRSAA funds. In coordination with Caltrans, the CTC set aside 60 percent of CRRSAA funds to backfill revenue losses anticipated in the State Highway Operation and Protection Program, leaving the remaining 40 percent for distribution to regions throughout the state. The CTC held three workshops to discuss how the 40 percent of regional funds should be distributed. Despite precedence and clear written guidance from the Federal Highway Administration, the CTC opted for an unprecedented distribution of federal formula funds: of the 40 percent available to regions, 50 percent will be distributed under the Surface Transportation Block Grant (STBG) program and 50 percent will be distributed under the STIP.

STBG is a federal formula program authorized in the current federal transportation authorization law, Fixing America's Surface Transportation (FAST) Act. Riverside County typically receives 5.9 percent or \$31 million annually for its population share in STBG federal formula funds under the FAST Act.

The STIP is a five-year program of projects administered by the CTC every two years. The next STIP is anticipated to be adopted in March 2022. Every two years when there is a new STIP cycle, the state allocates STIP funds to two broad programs – the Regional Improvement Program (RIP), which receives 75 percent of the total STIP funds, and the Interregional Transportation Improvement Program managed by Caltrans, which receives the remaining 25 percent. The 75 percent RIP funding is further subdivided by formula into county shares. The formula is 75 percent population and 25 percent state highway lane miles. County shares are available solely for projects nominated by regional agencies.

Per the Commission's STIP intracounty formula distribution most recently adopted at the July 10, 2019 Commission meeting for the 2020 STIP, STIP funds are allocated to Western County, Coachella Valley, and Palo Verde Valley based on the most recent fiscal year taxable sales by geographic area used for Measure A allocations, as seen in Table 1.

Table 1. STIP intracounty formula

<u>Geographic Area</u>	<u>2020 STIP</u>
Western County	78.12%
Coachella Valley	21.45%
Palo Verde Valley	00.43%

DISCUSSION:

On March 24, 2021, the CTC approved the distribution of CRRSAA funds. With the adopted distribution methodology, the Commission will receive \$10,576,603 of STBG funds and \$10,274,559 of STIP funds for a combined total of \$20,851,162 of CRRSAA funding.

Per the Commission's STIP intracounty distribution formula, each geographic area receives STIP funding based on the above percentages. In addition, STIP guidelines allow up to five percent of RIP funding for PPM activities. However, the Commission's policy is to set aside only two percent for PPM activities to fund Project Study Reports, planning documents, and staff costs associated with STIP funding and programming. PPM funding is available for Coachella Valley Association of Governments (CVAG) and Commission activities.

As presented in Table 2, staff recommends approval of the 2021 Mid-Cycle STIP funding distribution among the three geographic areas in Riverside County per the adopted STIP Intracounty Memorandum of Understanding (MOU). Staff further recommends to include programming PPM funds (2 percent of STIP programming capacity) in the amount of \$205,491 in Fiscal Year 2022/23. Due to the amount of STIP funding available to each geographic area being relatively small, as seen in Table 2, staff recommends swapping the Coachella Valley STIP share with STBG funds and the Palo Verde Valley STIP share with Measure A funds. Staff also recommends the Commission authorize the Executive Director, pursuant to legal counsel review, to execute an amendment to the agreement with the city of Blythe for the Palo Verde Valley STIP trade upon CTC adoption of the 2021 Mid-Cycle STIP.

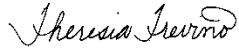
Table 2. STIP intracounty distribution

<u>Geographic Area</u>	<u>2020 STIP</u>	<u>2021 Mid-Cycle STIP</u>
STIP PPM	2% off-the-top	\$205,491
Western County	78.12%	\$7,865,956
Coachella Valley	21.45%	\$2,159,815
Palo Verde Valley	00.43%	\$43,297

If approved, this will result in the Commission having \$10,069,068 of STIP funds to program in Western County. Staff recommends the Commission approve programming these STIP funds on the construction phase of the 71/91 Connector project and submitting the 2021 Mid-Cycle STIP to the CTC. This project is already programmed in the 2020 STIP.

The Coachella Valley STIP share of \$2,159,815 is proposed to be funded from the STBG funds the Commission will receive from CRRSAA and will be available for programming by CVAG, as is the standard practice for formula funds due to the Coachella Valley. Other than the federal requirements associated with federal funding, STBG is the most flexible fund source available. The remainder of the STBG funds, approximately \$8,416,788, will be programmed on Commission priority projects as quickly as possible to meet the intent of the funds providing a stimulus to Riverside County.

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2021/22 FY 2022/23+	Amount:	\$248,788 \$10,025,771
Source of Funds:	CRRSAA/STIP funds			Budget Adjustment:	No N/A
GL/Project Accounting No.:	652040 415 41502 106 66 41501 003021 415 41502 262 31 41501 623994 81301 262 31 81301			\$205,491 (PPM STIP revenues) \$10,069,068 (71/91 Connector revenues) \$43,297 (Blythe STIP trade expenditure)	
Fiscal Procedures Approved:				Date:	04/14/2021

Approved by the Budget and Implementation Committee on April 26, 2021

In Favor: 11 Abstain: 0 No: 0

AGENDA ITEM 8F

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Jillian Guizado, Planning and Programming Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Amendment No. 1 to Agreement No. 16-31-102-00 with County of Riverside to Fund a Project Study Report for the Interstate 215/Ethanac Road Interchange

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Amendment No. 1 to Agreement No. 16-31-102-00 with the County of Riverside (County) to utilize the remaining balance of \$1,041,716 of 2009 Measure A Western County New Corridors Program funds from the original agreement for the preparation of a Project Study Report (PSR) for the Interstate 215/Ethanac Road Interchange, for which the County will serve as lead agency; and
- 2) Authorize the Executive Director, pursuant to legal counsel review, to execute the amendment on behalf of the Commission.

BACKGROUND INFORMATION:

At its November 2014 meeting, the Commission approved \$2 million of 2009 Measure A Western County New Corridors Program funds in response to a joint request from the County and cities of Lake Elsinore, Menifee, and Perris (Cities). The request was for funding of an east-west corridor study along SR-74/Ethanac Road to serve as a future direct route between Antelope Road in Romoland and SR-74 in Meadowbrook and to study the establishment of a new connection from SR-74 to Interstate 15 via Nichols Road (in its entirety, Ethanac Expressway). The purpose of the study was to determine the feasibility of developing a corridor that would eliminate the circuitous detours between I-15 and I-215, thereby providing an efficient east-west route. The Project Study Report Equivalent (PSRE) was estimated to cost \$3 million. The County and the Cities committed a combined \$1 million in addition to the Commission's \$2 million. Agreement No. 16-31-102-00 was entered into on February 13, 2017 pursuant to the Commission's action.

DISCUSSION:

The County entered into an agreement with Michael Baker International on March 17, 2017 to prepare the PSRE. On September 29, 2020, the County transmitted to the Commission the completed PSRE for the Ethanac Expressway (Attachment 1). The PSRE consisted of five primary study elements: community input, community plan consistency, traffic analysis, environmental and engineering studies, and project scoping. The PSRE resulted in identification of nine study segments (Attachment 2). Each study segment is envisioned to be evaluated as separate projects and as funding becomes available. One of the nine study segments identified is the I-215/Ethanac Road Interchange which was determined to be among the top priorities.

On March 4, 2021, the County sent a letter to the Commission indicating there were cumulative cost savings on the PSRE work (Attachment 3). Given the 2:1 ratio of Commission to County/Cities funding on the PSRE, approximately \$1,041,716 of Commission-dedicated 2009 Measure A Western County New Corridors Program funds remain. The County requests this remaining balance be applied toward advancing one of the nine study segments with the preparation of a PSR for the I-215/Ethanac Road Interchange. The remaining balance of County/Cities funding would also be applied by the County to perform this work. The County indicated it has sufficient budget with Michael Baker International, the consultant that prepared the PSRE, to advance the PSR for the I-215/Ethanac Road Interchange. As such, upon all necessary approvals and execution of relevant agreements, the County anticipates work beginning by July 1, 2021.

Staff supports the County's request to apply the balance of funds dedicated to the Ethanac Expressway to prepare a PSR for the I-215/Ethanac Road Interchange and recommends approval of Amendment No. 1 to Agreement No. 16-31-102-00 (Attachment 4).

FISCAL IMPACT:

Reimbursements to the County for remaining work on the PSRE and work to be initiated on the PSR have been budgeted in both Fiscal Years 2020/21 and 2021/22.

Financial Information					
In Fiscal Year Budget:	Yes Yes	Year:	FY 2020/21 FY 2021/22	Amount:	\$0 \$1,041,716
Source of Funds:	2009 Measure A Western County New Corridors Program Funds			Budget Adjustment:	No No
GL/Project Accounting No.:	615133 81101 00000 0000 261 31 81101				
Fiscal Procedures Approved:	<i>Theresa Irujo</i>			Date:	04/12/2021

Attachments:

- 1) County PSRE transmittal letter dated September 29, 2020
- 2) Ethanac Expressway Nine Study Segments Map
- 3) County funding request letter dated March 4, 2021
- 4) Draft Amendment No. 16-31-102-01

*Approved by the Western Riverside County Programs and Projects Committee on
April 26, 2021*

In Favor: 11 Abstain: 0 No: 0



Patricia Romo, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
*Deputy for Transportation/Planning and
 Development*

Transportation Department

September 29, 2020

Riverside County Transportation Commission
 Attn: Alexandra Rackerby
 4080 Lemon Street, 3rd Floor
 Riverside, CA 92501

Re: Ethanac Expressway Planning Study Final Reports & Documents

Dear Ms. Rackerby:

Riverside County in cooperation with Riverside County Transportation Commission and the Cities of Lake Elsinore, Menifee and Perris, conducted a planning study for a proposed new expressway with the intent of recommending enhancements that will improve regional east-west movement and connectivity between Interstate 15 and Interstate 215 and improve access to/from the communities east of I-215.

This study is complete and evaluated vehicular mobility, provided a future vision for the corridor, and outlined a delivery approach. These items are summarized in Corridor Development Report – Executive Summary and detailed in various studies. The studies are enclosed on a USB drive in this transmittal package and described below:

- **Brochure** – A visual summary of the corridor assessment is provided on a tri-folded handout.
- **PowerPoint presentation** – A presentation summary of the corridor assessment is provided in PowerPoint format. The presentation incorporates feedback from local agencies, stakeholders and County management.
- **Video flyover** –The video is comprised of three parts: the first segment provides an overview of the proposed corridor improvements, the middle segment provides a flyover view and description (traveling from west to east), and the final segment describes the delivery approach.
- **Corridor Development Report – Executive Summary** – The deliverable provides a brief (14 page) summary of the community input, community plan consistency, traffic analysis, environmental and engineering studies, project scoping and delivery approach.
- **Corridor Development Report** – The deliverable provides a detailed overview of the individual studies performed during the study phase, including the Preliminary Environmental Analysis Report, the Traffic Study, the Community Outreach Summary, and additional details related to scoping the engineering for the proposed corridor enhancements on Nichols Road and Ethanac Road.

- **Preliminary Environmental Analysis Report** - A Preliminary Environmental Analysis Report was prepared and documents the environmental studies and approvals that are anticipated to be required during future phases of project development.
- **Traffic Study** - A comprehensive traffic study, titled Ethanac Expressway Traffic Operations Report, was prepared for the entire Ethanac Expressway corridor. The focus of the traffic analysis was to define an ultimate vision for the corridor, identify existing and future circulation deficiencies and document the need for corridor improvements, and assist the County with the phasing and sequencing for the entire corridor.
- **Community Outreach Summary** - An extensive community outreach program was conducted to obtain input from the potential users of the facility, residents in the area, and state, regional, and local stakeholders. The outreach effort is summaries in this deliverable.

The brochure, PowerPoint presentation, video flyover and Corridor Development Report – Executive Summary will also be posted to the County’s website subsequent to this transmittal distribution:
<https://rcprojects.org/ethanac-expressway>

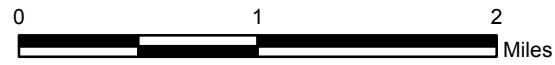
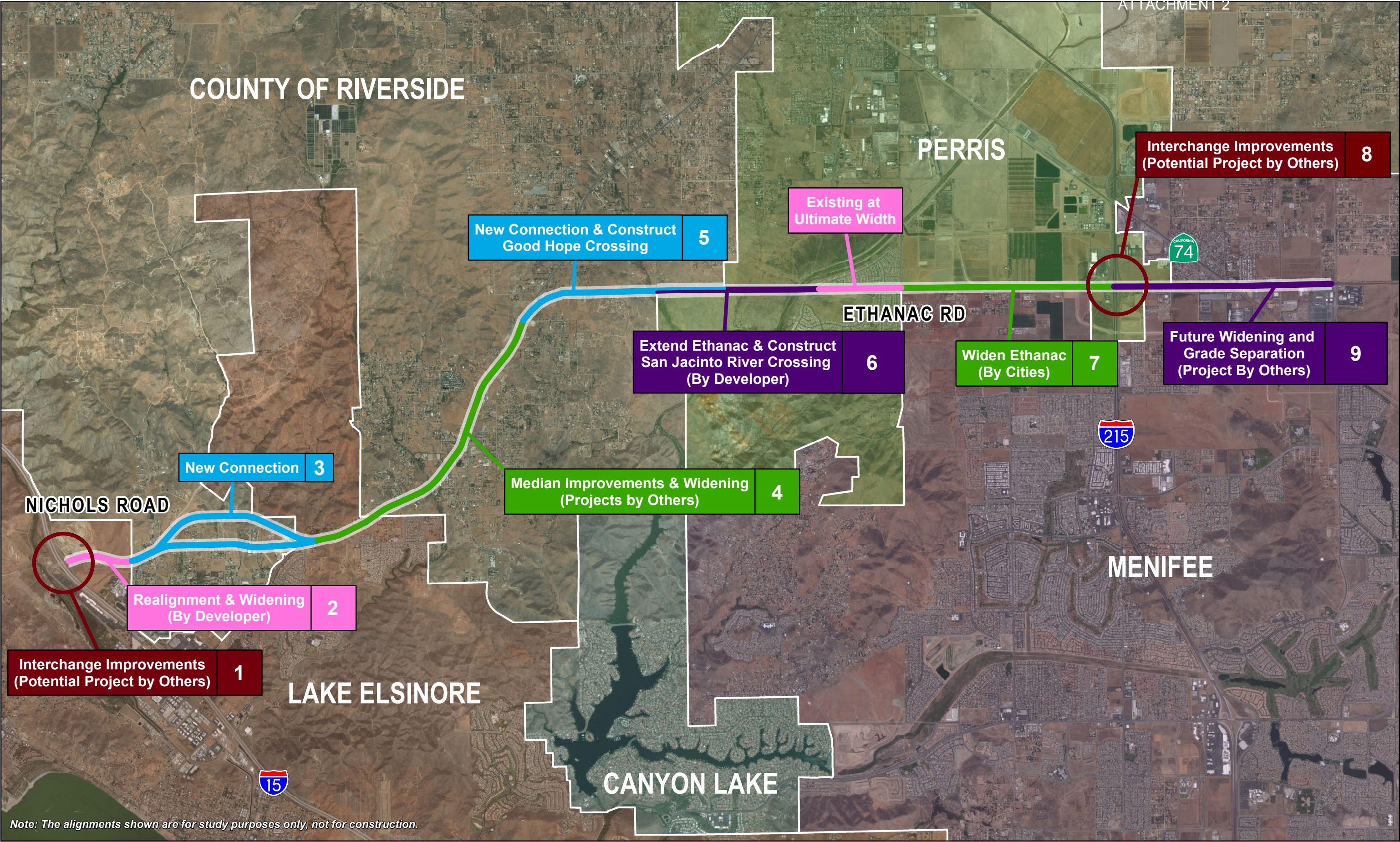
Transmittal of these final reports and documents represents completion of the planning study effort. The County appreciates the help and cooperation each of the cities provided in support of this effort. If you have any comments or questions, you can contact me at cstaley@rivco.org or at (951) 955-2092 at your convenience.

Sincerely,



Scott Staley
Project Manager

- enc. Corridor Development Report – Executive Summary (4 copies)
Project Brochures (200 copies)
USB Drive
- cc. Remon Habib (City of Elsinore)
Brad Brophy (City of Perris),
Carlos Geronimo (City of Menifee),
Khalid Nasim (RCTD), Mojahed Salama (RCTD), Patricia Romo (RCTD),
Rebecca Young (Michael Baker Intl.)



Source: Esri World Imagery, County of Riverside

ETHANAC EXPRESSWAY
Project Segments

Figure 1.1



Mark Lancaster
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
*Deputy for Transportation/Planning and
 Development*

Transportation Department

March 4, 2021

Riverside County Transportation Commission
 Attn: Jillian Guizado
 Planning & Programming Manager, Riverside County Transportation Commission
 4080 Lemon St, 3rd Floor
 Riverside, CA 92501

RE: Request for use of Remaining Ethanac Road Corridor Study Funds for Preparation of Project Initiation Documents for the Ethanac Rd / I-215 Interchange Improvements Project

Dear Ms. Guizado,

The Riverside County Transportation Department (RCTD) in cooperation with the Riverside County Transportation Commission (RCTC) and the Cities of Lake Elsinore, Menifee, and Perris (Cities), recently completed a corridor planning study for a proposed new expressway between I-15 and I-215 involving connecting Nichols Rd to SH 74 and connecting Ethanac Rd to SH 74. The proposed new expressway would involve various improvements including a bridge crossing, new roadway, grade separation, and interchange improvements at Ethanac Rd and I-215.

A funding agreement was executed between RCTD and RCTC on January 17, 2017 to outline the funding of the corridor planning study. The agreement included \$2,000,000 to be provided by RCTC and \$1,000,000 to be provided by the Local Agencies (RCTD and the Cities). An engineering services agreement was executed between RCTD and Michael Baker International on March 17, 2017 to prepare the corridor planning study. Michael Baker International's fee was \$1,500,000. An additional funding agreement was executed between RCTD and the Cities on June 25, 2019 defining the funding participation to be provided by the Local Agencies. Of the \$3,000,000 allocated for the corridor planning study, \$1,943,370 was expended with an available remaining balance of \$1,056,630.

The study results included a phasing plan which showed improvements at the Ethanac Rd / I-215 interchange among the top priority, which Supervisor Jeff Hewitt also identified as a priority. RCTD is requesting to utilize the remaining available balance of \$1,056,630 to fund the Project Study Report / Project Development Study (PSR/PDS) project initiation documents for the Ethanac Rd / I-215 Interchange. The project initiation documents are a necessary step to prepare the project for the next preliminary engineering and environmental phase. The existing agreement with Michael Baker International has sufficient budget

3525 14th St., · Riverside, CA 92501 · (951) 955-6800
 P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3164

available to complete the necessary interchange project initiation documents. The remaining funds of \$1,056,630 is expected to cover engineering fees, management costs, and Caltrans review and approval costs to complete the PSR/PDS project initiation phase. Feel free to contact Khalid Nasim, Engineering Division Manager, at (951) 955-6800 or knasim@rivco.org for more information.

Sincerely,



Mark Lancaster
Director of Transportation

cc: KNasim, County of Riverside Engineering Manager

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND COUNTY OF RIVERSIDE**

**FOR THE FUNDING OF MEASURE A WESTERN COUNTY NEW CORRIDORS
ETHANAC ROAD/SR-74/NICHOLS ROAD CORRIDOR PROJECT IMPROVEMENT
STUDY AND TO INCLUDE PROJECT STUDY REPORT OF I-215/ETHANAC ROAD
INTERCHANGE**

1. Parties and Date.

This Amendment No. 1 to the Agreement is made and entered into this ____ day of _____, 2021, by and between the Riverside County Transportation Commission (RCTC) and County of Riverside (County).

2. Recitals.

2.1 RCTC and the County have entered into an agreement entitled "Agreement with the County of Riverside for the Funding of Measure A Western County New Corridors Improvement Study of the Ethanac Road/SR-74/Nichols Road Corridor Project" dated February 13, 2017 (Master Agreement).

2.2 The Master Agreement established the County as the lead agency for the preparation of the Project Study Report (PSR) equivalent for the Ethanac Road/State Route 74 (SR-74)/Nichols Road Corridor (Corridor) to be funded with \$2,000,000 in Measure A New Corridors Funds allocated by RCTC.

2.3 The County completed the PSR equivalent for the Corridor in September 2020, utilizing approximately \$958,284 of the Measure A New Corridors Funds allocated by RCTC.

2.4 In a letter dated March 4, 2021, the County requested RCTC reallocate the remaining \$1,041,716 from the Corridor PSR equivalent to prepare a new PSR for the Interstate 215 (I-215) / Ethanac Road interchange, which is one of the top priority phases identified in the Corridor PSR equivalent, for which the County will be the lead agency.

2.5 The Parties now desire, pursuant to this Amendment No. 1, to memorialize the funding reallocation to prepare a PSR on the I-215/Ethanac Road interchange, and to include the PSR work under the Master Agreement. The scope of work, funding, and timetable for the PSR on the I-215/Ethanac Road interchange is set forth in Exhibit "A" of this Amendment No. 1.

3. Terms.

3.1 Capitalized terms used in the Master Agreement and not otherwise defined in this Amendment No. 1 shall have the meanings as set forth in the Master Agreement.

3.2 Section 3.2, RCTC Funding Amount, of the Master Agreement shall be amended to include the following:

RCTC and the County will reallocate the funds remaining from the project study report equivalent phase (approximately \$1,041,716) to the PSR for the I-215/Ethanac Road interchange.

3.3 Sections 3.2.4, Cost Savings, 3.3, County's Funding Obligation to Complete the Work, 3.4 Work Responsibilities of the County, and 3.5 Term/Notice of Completion of the Master Agreement shall be amended to provide that the obligations set forth in these provisions apply to the PSR work to the same extent as the same apply to the project study report equivalent.

3.4 Section 3.24, Notification, of the Master Agreement shall be amended as follows:

County of Riverside

Transportation Department
4080 Lemon St., 8th Floor
Riverside, CA 92501

ATTN: Director of Transportation

RCTC

Riverside County Transportation Commission
4080 Lemon St., 3rd Floor
Mailing address: P.O. Box 12008
Riverside, CA 92502-2208

ATTN: Executive Director

3.5 This Amendment No. 1 is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.6 The recitals set forth above are true and correct and are incorporated by reference into this Amendment No. 1 as though fully set forth herein.

3.7 Except as amended by this Amendment No. 1, all provisions of the Master Agreement, including without limitation the indemnity provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

3.8 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

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

[Signatures on following page]

**SIGNATURE PAGE
TO AMENDMENT NO. 1 TO
AGREEMENT BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND COUNTY OF RIVERSIDE
FOR THE FUNDING OF MEASURE A WESTERN COUNTY NEW CORRIDORS
ETHANAC ROAD/SR-74/NICHOLS ROAD CORRIDOR PROJECT IMPROVEMENT
STUDY AND TO INCLUDE PROJECT STUDY REPORT OF I-215/ETHANAC ROAD
INTERCHANGE**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date first set forth above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Anne Mayer, Executive Director

COUNTY OF RIVERSIDE

By: _____
Mark Lancaster,
Director of Transportation

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

EXHIBIT "A"

SCOPE OF WORK, FUNDING AND TIMETABLE

SCOPE OF WORK:

Prepare the Project Study Report (PSR) project initiation documents for the Ethanac Rd / 1-215 Interchange. The project initiation documents are a necessary step to evaluate and prepare the project for the next preliminary engineering and environmental phase (PA&ED).

FUNDING:

PHASE	New Corridors Fund	LOCAL	STATE/FEDERAL	TOTAL
PSR/PDS	\$1,041,716	\$0	\$0	\$1,041,716

TIMETABLE:

Phase	Start Date	End Date	Comments
PSR/PDS	07/01/2021	6/30/2023	See below

Comments:

- Consultant expected to be under contract in July 2021.
- Time to produce PSR has been assumed at about 18 months. The PSR requires Caltrans approval which is estimated conservatively to add 6 months to the completion schedule.

AGENDA ITEM 8G

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee David Thomas, Interim Toll Program Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Interstate 15 Express Lanes Project Design-Build Contract Final Acceptance

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to approve Final Acceptance for the Interstate 15 Express Lanes Project (I-15 ELP or Project) Design-Build Contract, Agreement No. 16-31-057-00, with Skanska-Ames, a Joint Venture, subject to the Executive Director's verification that all contract requirements for Final Acceptance have been met.

BACKGROUND INFORMATION:

The I-15 ELP is part of the Commission's 2009 Measure A Western Riverside County Highway 10-Year Delivery Plan. The project, when opened, results in one to two tolled express lanes in each direction between the I-15/Cajalco Road interchange in Corona and the I-15/State Route 60

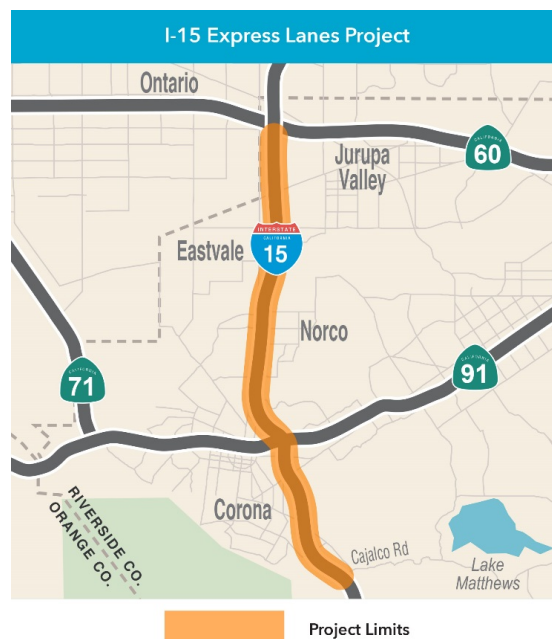


Figure 1: I-15 Express Lanes Project Vicinity Map

interchange just south of the Riverside/San Bernardino County line – approximately 15 miles (Figure 1 Vicinity Map).

On April 12, 2017, the Commission awarded Agreement No. 16-31-057-00 to Skanska-Ames, a Joint Venture, for the design and construction of the I-15 ELP.

This Design-Build Contract has three distinct completion milestones of which two have been met:

1. Substantial Completion – 15 Express Lanes turned over to the Toll Service Provider on August 17, 2020.
2. Project Completion – Construction activities complete except for deferred punch list work. This completion milestone occurred on January 15, 2021.

The third completion milestone, Final Acceptance, is nearing completion and requires the Commission's formal acceptance after the following has occurred:

1. All requirements for the Project Completion milestone shall have been fully satisfied;
2. The Commission shall have received all design documents, original working drawings, shop drawings, final as-built documents, right-of-way record maps, surveys, test data and other deliverables required under the Contract Documents;
3. The Design-Builder shall have submitted and received Commission approval for all contract-required Design-Build Final Acceptance Submittals;
4. All special tools, equipment, furnishings, and supplies purchased and/or used by the Design-Builder as provided in the Contract Documents shall have been delivered to the Commission and all replacement spare parts shall have been purchased and delivered to the Commission free and clear of liens; and
5. The items on the Final Acceptance punch list shall have been completed to the satisfaction of the Commission and Caltrans, and all the Design-Builder's other obligations under the Contract Documents shall have been satisfied in full or waived in writing by Commission.

Additionally, Caltrans shall accept the work and issue relief of maintenance within its jurisdictional boundaries of the Project. Caltrans shall also perform a final review and accept the Project including all permitting and environmental commitments and other requirements. The two remaining work items are warranty work to correct defective items for a period of two years and plant establishment and habitat restoration, which is a contract requirement for three years after Final Acceptance. All the above contract Final Acceptance requirements have either been met or are imminent. Staff recommends approval of Final Acceptance of the Design-Build Contract subject to the Executive Director's verification that all contract requirements for Final Acceptance have been met.

FISCAL IMPACT:

There is no fiscal impact to approval of Final Acceptance of the Design-Build Contract.

*Approved by the Western Riverside County Programs and Projects Committee on
April 26, 2021*

In Favor: 11 Abstain: 0 No: 0

AGENDA ITEM 8H

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Interstate 15 Ad Hoc Committee Marlin Feenstra, Project Delivery Director David Lewis, Capital Project Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Smart Freeways Pilot Project

INTERSTATE 15 AD HOC COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 21-31-063-00 with WSP USA Inc, (WSP) to provide professional services for preliminary engineering/environmental document, final design, construction support, and operations support services for Smart Freeway improvements on Interstate 15 (I-15) project (Project), from the San Diego county line to Winchester Road in the city of Temecula in an amount of \$3,866,809, plus a contingency amount of \$133,191, for a total amount not to exceed of \$4,000,000;
- 2) Approve Agreement No. 21-31-059-00 with Caltrans to obtain a State Highway Operation and Protection Program (SHOPP) Minor Funds contribution for a total amount not to exceed of \$1,200,000;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 4) 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, Darren Henderson of WSP presented information about technology-based traffic management strategies, referred to as “Smart Freeways.” Since that presentation, WSP has completed its feasibility study for a pilot project along I-15 from the San Diego county line to Winchester Road. The proposed Project controls traffic using a product called STREAMS, developed by an Australian company called Transmax.

At its September 28, 2020 meeting, the Interstate 15 Corridor Ad Hoc Committee received an update, outlining next steps for the pilot project. Since that time, staff has been working with Caltrans, refining the scope of the Project and gaining broad support for the Project both at the District 8 and Headquarters level. As a result of this effort, Caltrans is contributing \$1.2 million of

SHOPP funding toward the Project. Meetings were also held with the city of Temecula staff which supports the Project. A sole source contract was also negotiated with WSP to provide environmental, preliminary and final design, construction support, and pilot period support for the Project.

Project Scope

The scope of the Project is to add active traffic management strategies to the northbound direction of I-15 from the San Diego county line to Winchester Road. This will include the following elements:

- Improvements to the northbound entrance ramps at Temecula Parkway and Rancho California Road, including pavement widening, barriers, and miscellaneous improvements (civil improvements);
- Installation of an Intelligent Transportation System, which includes enhanced traffic detection devices and coordinated adaptive ramp meters at northbound Temecula Parkway, Rancho California Road, and Winchester Parkway (ITS improvements); and
- Implementation of the STREAMS software platform provided by Transmax to monitor and operate the active traffic management system.

The pilot Project will construct the improvements and operate the system for two years. Regular monitoring reports will be prepared during the operations phase and presented to the Commission and Caltrans, comparing the performance of the system to established criteria. Criteria may include travel time savings, average speeds, accident rates, ramp meter queue length and duration, and calculated emissions reduction. Prior to the end of the pilot period, the Commission, in partnership with Caltrans, will determine whether to continue operating the system after the pilot period.

The project is being closely coordinated with the City of Temecula's auxiliary lane project and the French Valley Parkway project. Staff has been working with City staff and Caltrans to see if ramp metering can be added to that project to provide for future functionality, without incurring any delay to the project schedule whatsoever.

Proposed Delivery Approach

The Commission will be required to enter into multiple agreements for this Project. The table below lists the anticipated contracts, the estimated amounts, and when the agreement will be needed:

Party	Scope	Amount	When
WSP	Preliminary engineering, environmental, final design, construction support, and operations support	\$4.0 million	May 12, 2021 – Commission meeting
Caltrans	Financial contribution to the Project	(1.2 million)	May 12, 2021 – Commission meeting
Caltrans	Operations and maintenance	No cost	Prior to construction
Transmax	Software license, configuration and support	2.95 million	Prior to construction
Contractor	Civil improvements	3.44 million	Prior to construction
Contractor	ITS improvements	5.25 million	Prior to construction
Consultant	Construction management	1.63 million	Prior to construction
Total Net Cost After Caltrans Contribution:		\$16.07 million	

The total in the table above represents the estimated total cost of the major portions of the pilot Project and does not include internal costs such as staff, legal, and Bechtel project management, and other smaller contracts such as Construction Zone Enhanced Enforcement Program (COZEED) or construction freeway service patrol.

Staff will be negotiating the operations and maintenance agreement with Caltrans and the license and support agreement with Transmax and will return to the Commission for approval of those agreements prior to construction. The construction management contract will use the qualifications-based procurement process. The two construction contracts for civil and ITS improvements will be awarded by the Commission based on the standard low-bid process.

It is anticipated to fund all contract costs for the Project with CMAQ funds, using toll credits to reduce the match to zero. Sufficient funding for the WSP contract has already been programmed, and the remaining amount needed will be brought to the Commission for approval prior to construction. Internal costs will be paid for by 2009 Measure A Western County New Corridor funds.

When states spend their toll revenue on projects for building, improving, or maintaining highways, bridges, or tunnels that serve interstate commerce and would otherwise require federal-aid support, they earn toll credits. States and regional transportation planning agencies can use these toll credits to reduce the match required when using Federal funds.

WSP Agreement

The Smart Freeway project will use an innovative technology that has not been tried before in California (in fact there is only one installation in the US, in Colorado; this 6-month demonstration project is scheduled to become operational sometime next month), and therefore the familiarity

and expertise necessary to deliver this product is limited to WSP. Therefore, a sole-source multi-phase contract is necessary. Staff has already secured Caltrans' approval of a Public Interest Finding (PIF) allowing federal funds to be used for this sole source contract.


Staff has developed and recommends approval of a master contract with a scope of work for all phases of the Project, for a total of \$3,866,809 plus a contingency of \$133,191 for a total amount of \$4 million. However, staff will authorize task orders for only the preliminary engineering, environmental, and final design phases for a total of \$2,567,953. The remainder of the contract work for construction support and operations support services will be authorized only after the Commission approves the other contracts required for the construction phase (Caltrans and Transmax). The funding for the WSP contract will be federal Congestion Mitigation and Air Quality (CMAQ) funds.

Caltrans Contribution Agreement

Since Caltrans is the owner and operator of the State Highway System, the Project requires a close partnership between the Commission and Caltrans. Staff has made several presentations to Caltrans Headquarters and Caltrans District 8 staff. Staff also obtained a letter of support from Headquarters' Traffic Operations branch (see attachment 1).

Caltrans has recognized the Project's innovative approach and has committed to the Project by contributing \$1.2 million in SHOPP Minor Funds. Staff recommends approval of the contribution agreement which will support the construction phase of the Project.

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2020/21	Amount:	\$100,000
	Yes		FY 2021 /22		\$2,900,000
	N/A		FY 2022/23+		\$1,000,000
Source of Funds:	CMAQ, toll credits			Budget Adjustment:	No No N/A
GLA/Project Accounting No.:		003051 81101 00000 0000 261 31 81101			
		003051 81102 00000 0000 261 31 81101			
		003051 81115 00000 0000 261 31 81115			
Fiscal Procedures Approved:					Date: 04/16/2021

Attachments:

- 1) Support Letter from Caltrans
- 2) WSP Scope of Work
- 3) WSP Draft Agreement No. 21-31-063-00
- 4) Caltrans Cooperative Agreement No. 21-31-059-00

Memorandum

*Making Conservation
a California Way of Life*

To: CATALINO A. PINING III
Deputy District Director, Traffic Operations
District 8

Date: November 23, 2020

File: 08-1L900
CMLN 6054(094)

From: JASVINDERJIT S. BHULLAR
Chief
Division of Traffic Operations

Subject: I-15 SMART FREEWAY PILOT PROJECT

The Headquarters (HQ) Division of Traffic Operations has been working closely with staff from District 8 Traffic Operations, Riverside County Transportation Commission and Transmax Ltd., on the demonstration of the STREAMS active traffic management software on the I-15 Smart Freeway pilot project. The STREAMS software will be a key element to improving traffic flow in the corridor, providing improved traveler information, and manage traffic speeds on the travel lanes, without increasing capacity.

Based on a review of the deployments in other states and internationally, the STREAMS software shows great promise in providing the next generation of freeway management systems utilizing city-wide adaptive and coordinated ramp metering. The operations and maintenance agreement for the demonstration is being developed with input from all participants and will establish performance metrics and provide for on-going monitoring and evaluation of the pilot project. The deployment of the STREAMS software is a bold and innovative initiative which we strongly support and will provide any all assistance needed to the District 8 Traffic Operations team to successfully pilot this project.

Please continue to work with our HQ team moving forward. If you have questions, contact Said Ismail, Deputy Division Chief, System Management at (916) 708-5214 or by email at <said.ismail@dot.ca.gov>.

c: Said Ismail, Deputy Division Chief, System Management, Division of Traffic Operations

Zhongren Wang, Chief, Office of Mobility Programs, Division of Traffic Operations

Kevin Riley, Chief, Office of Technology & Innovation, Division of Traffic Operations

I-15 SMART FREEWAYS PILOT PROJECT

Turn-key Delivery Scope of Services

Prepared for :



Prepared by:



In partnership with



March 31, 2021

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1. BACKGROUND

The Riverside County Transportation Commission (RCTC) intends to engage WSP USA (WSP) to complete the California Department of Transportation (Caltrans) project development process for the implementation of a two-year pilot of a Smart Freeway solution on Interstate 15 (I-15) northbound from the San Diego County line to the I-15/I-215 junction in Temecula, California. The I-15 Smart Freeways Pilot Project will demonstrate the effectiveness of the Smart Freeways (also known as managed freeways) concept to control traffic flows and alleviate recurrent chronic congestion.

The pilot project will feature the installation of a coordinated adaptive ramp metering (CARM) system and associated ramp modifications at the three northbound interchanges in the project area:

- Temecula Parkway Interchange
- Rancho California Road Interchange
- Winchester Road Interchange

The pilot project will also feature the installation of various Intelligent Transportation Systems (ITS) infrastructure to support the CARM system and address traffic flow disruptions. These ITS infrastructure installations include additional vehicle detection devices to enhance data accuracy and coverage, as well as Variable Speed Limit signs to address excessive speeds on the downhill grade from the San Diego County line to Temecula Parkway. The design and operation of the pilot smart freeways project will be coordinated with the future French Valley Parkway Phase II project that is also being designed and is anticipated to be constructed within the northerly limits of the smart freeways study area.

The managed freeways concept relies on advanced, highly precise ITS to monitor traffic flows and control freeway access on a continuous basis. It uses CARM and other harmonious demand management tools to ensure traffic on the freeway achieves optimum flow without breaking down into a congested state.

Developed and deployed successfully in Australia by the Victoria Department of Transportation (VicDOT), the managed freeways strategy operates a range of ITS installations as a comprehensive, coordinated network to manage traffic flows on a proactive basis. The technology utilizes a comprehensive advanced traffic management system running a suite of algorithms to balance the demand for freeway access from ramps throughout the entire corridor on a dynamic, real-time basis. This approach enables the system to manage and optimize traffic flows, distinguishing the managed freeways concept from other adaptive ramp metering and integrated corridor management strategies.

RCTC proposes to sole source various project elements under a master contract ("WSP Project Implementation Contract") in order to develop, design, implement, operate and evaluate the Smart Freeway pilot project. The pilot project is intended to utilize the STREAMS® traffic management system, which is a proprietary traffic management system platform developed and owned by Transmax. RCTC proposes to separately sole source STREAMS® implementation, hosting, subscription and support ("Transmax STREAMS Integration Contract"). STREAMS® has been deployed for over 10 years on managed freeways projects in Australia and is unique in being the only proven traffic management systems platform to enable effective control of freeway traffic flows to avoid the onset of flow breakdown and associated traffic congestion. RCTC has submitted a Public Interest Finding to Caltrans to justify the proposed sole source award.

The WSP Project Implementation Contract will include environmental clearance, preparation of a project approval document, design of civil improvements and ITS elements, design support during pre-

bid and construction, and performance monitoring and reporting for a minimum two-year demonstration period, as described in more detail in this scope of services. The Transmax STREAMS® Integration Contract will include the provision of STREAMS® hardware and software, system integration work to be completed by Transmax, in-person and/or remote setup and operation of the STREAMS® traffic management system, system hosting, licensing and ongoing support for the two year demonstration period. The scope of work for the Transmax STREAMS® Integration Contract is described in Sections 2.2 through 2.9 of the Riverside County Transportation Commission (RCTC) - Budgetary Proposal prepared and submitted by Transmax dated December 2020

1.1 PROJECT DEVELOPMENT PROCESS

Given that the demonstration on the managed freeways concept on I-15 meets Caltrans' criteria for a non-complex project, it is anticipated that approval for the demonstration will be gained by completing a Design Engineering Evaluation Report (DEER). This is a streamlined, short-form project document that is used in lieu of a standard project approval document. In order to complete the DEER, a Design Standard Decision Document (DSDD) and Pilot Project Decision Document (PPDD) will also need to be signed and approved, and the project will also need environmental clearance. While it is anticipated that the Plans, Specifications and Estimates (PS&E) Phase will be initiated during the preparation of the DEER, once the DEER is approved, the project will have necessary Caltrans approvals to complete PS&E.

In the apparent absence of the need for acquiring additional right-of-way outside the existing I-15 freeway right-of-way limits, it is anticipated the project will gain environmental clearance through a California Environmental Quality Act (CEQA) Categorical Exemption / National Environmental Policy Act (NEPA) Categorical Exclusion (CE/CE) determination. This will necessitate the preparation of an Initial Site Assessment, together with a variety of technical studies and checklists identified in section 3.1.5 of this Scope of Services.

2. STAKEHOLDER ENGAGEMENT AND PUBLIC OUTREACH

The WSP team will assist RCTC to implement a stakeholder engagement process throughout the duration of the project to coordinate and inform key partners on the technical aspects of the smart freeways concept, and to achieve necessary concurrence and approvals at critical milestones. A major focus of the stakeholder engagement process will be the establishment of a Project Advisory Team (PAT) with monthly meetings to be held during the accomplishment of the project approvals tasks, bimonthly meetings during the design phase, and quarterly meetings during the construction, systems integration and pilot operations phases.

In addition, the WSP team will support RCTC's public outreach efforts to help drivers understand how the system works, build support, and respond to questions. Public outreach activities would begin approximately 60 days prior to construction and continue through construction and the three-year pilot period. Suggested public outreach activities include, but are not limited to, the following.

- Implement Public Outreach Plan with measurable objectives
- Develop and use approved "key messages" and adjust messaging as needed
- Lead branding exercise for project name
- Develop and maintain contact database
- Monitor construction activities and prepare/distribute electronic Construction Updates
- Develop social media posts; monitor and draft responses to questions and comments
- Develop educational videos, distribute, and monitor views
- Provide content for RCTC project website and update as needed
- Monitor project email account and respond to inquiries
- Maintain inquiry/response log
- Coordinate presentations to city councils and other key stakeholder groups
- Organize virtual open houses to introduce project
- Provide photography and videography for use in public materials
- Explore use of geofencing/digital advertising for Temecula/Murrieta corridor, prepare graphics, coordinate placement
- Research use of billboards and electronic signage; prepare graphics and coordinate placement

3. PROJECT APPROVAL PHASE

The WSP team will assist RCTC in gaining the necessary approvals for the I-15 Smart Freeways Pilot Project. This will include completing a DEER, with all appendices required by Caltrans, as well as a DSDD and PPDD. Environmental approval will be obtained through a CE/CE and will require an Initial Site Assessment, storm water data report, and further associated technical studies. Upon completion of these milestones, RCTC will receive approval from Caltrans to allow the Plans, Specifications and Estimates (PS&E) Phase to continue to completion.

In order to expedite the implementation of the project, the WSP team will undertake other project development activities concurrently with the DEER. These include completing a high-level 30 percent design for the project, and beginning the systems engineering process with the preparation of a Concept of Operations (ConOps) report and a Systems Engineering Management Plan (SEMP). The PS&E Phase will also be initiated during the preparation of the DEER to help accelerate the overall project delivery schedule.

3.1 DESIGN ENGINEERING EVALUATION REPORT

RCTC has already prepared an Interim DEER application for Caltrans review. The application follows the same general format as the standard DEER template and is a 10-page, high-level document that includes the following sections:

- A description of the I-15 Smart Freeways Pilot Project
- Background information on the managed freeways concept
- Purpose and Need for the demonstration
- Right-of-way impact analysis
- Traffic analysis
- Maintenance and operations impact analysis including a description of the STREAMS® coordinated, adaptive ramp metering control software
- Structures information

The WSP team will assist RCTC to expand the content of the Interim DEER application into the DEER document. As an initial focus of this phase, WSP staff will prepare a Design Standard Risk Assessment Matrix as the basis for preparing the Design Standard Decision Document (DSDD). The WSP team will also prepare a Pilot Project Decision Document to facilitate discussions with Caltrans staff to achieve an initial indication of concurrence on the overall implementation strategy and design concept. The focus of WSP's work in the Project Approval Phase will be the subsequent preparation of the various attachments that must accompany the DEER. The required attachments include:

- Vicinity and Location Map (completed)
- Plan Set
- Initial Site Assessment, with required appendices
- Storm Water Data Report
- Environmental Document (anticipated to be a CE/CE)

Other attachments that may be required as needed include:

- Pilot Project Decision Document
- Design Standards Risk Assessment Matrix

- Design Standard Decision Document
- Traffic Management Plan (TMP) Data Sheet
- Traffic Impact Report
- Cost Estimate
- Air Quality Study
- Natural Environmental Study (Minimal Impact) (NESMI)

3.1.1 Preliminary Plans and Cost Estimate

The consultant will prepare design plans to be included as an appendix to the DEER. The design plans will be based on field review data and input from the RCTC's existing conceptual plans agreed upon in concept by Caltrans. It is assumed that any relevant as-built plans, topographic mapping, digital terrain model, or detailed survey will be provided by RCTC from recent projects or new survey. The centerline and aerial imagery will be available prior to start of developing plan sheets. The new survey data will be made available shortly thereafter to avoid any duplication of design development. The consultant will collect additional as-built plans as needed to complete the preliminary and final design plans. The consultant will perform a detailed QC review of all submittal documents and will submit the following documentation to RCTC:

- **Concept Development.** Concept level design for sites noted above will be developed prior to the Scoping meeting so that potential design issues can be discussed and resolved.
- **Preliminary Design (35%) Plan Sheets.** Plan sheets (100 scale when printed at 11"x17") will be created for the corridor. All designs will be overlaid onto aerial imagery until topographic mapping is available. RCTC will provide and facilitate the acquisition of as-built plans or design survey as available from recent projects. Plans will show the locations of proposed detectors, cabinets, ramp meters, power supply and fiber communications tie-ins to existing pull boxes. Plan sheets will be developed at a scale that will be usable for the PS&E task.
- **Preliminary Cost Estimate.** A preliminary cost estimate will be developed for the project and included as an attachment to the DEER.
- **Design Exceptions.** Anticipated design exceptions will be documented in a Design Standards Risk Assessment Matrix for preliminary discussion, prior to the completion of the Design Standard Decision Document.

Deliverables for this task include:

- Preliminary Plans and Cost Estimate

3.1.2 Initial Site Assessment

To facilitate the environmental review process, the WSP team will complete an Initial Site Assessment (ISA). The ISA will identify potential or known hazardous materials, hazardous waste, and contamination in the project area, together with the party(ies) responsible, or potentially responsible, for hazardous waste and contamination. The ISA will be based on a records search, field visit, and historical research on past project area land uses to identify potential sources of contamination. Given that the I-15 Smart Freeway demonstration will take place entirely within the existing Caltrans right-of-way, the field visit will be conducted as a non-invasive windshield survey, given that the site is uniform and relatively

featureless. The ISA will conclude with a recommendation on whether a Preliminary Site Investigation is warranted. The ISA will be included as an attachment to the DEER, as well as the Environmental Approval Document.

3.1.3 Storm Water Data

Although the project will be constructed completely within existing right-of-way, it is anticipated that additional impervious surfaces will include ramp widening requiring the need to evaluate implications on storm water accumulation. The WSP team will prepare a Storm Water Data Report to quantify the additional impervious area and the associated changes in storm water Best Management Practices (BMPs).

3.1.4 Design Standard Decision Document

If required by Caltrans, the WSP team will prepare a Design Standard Decision Document (DSDD) that documents the need for utilizing non-standard features in the design of the I-15 Smart Freeway Demonstration. The document will follow the standard Caltrans format and provide an overview of the project, together with high-level information on the existing highway, safety improvements and the project cost.

The DSDD will then provide an inventory of all project features requiring Caltrans design decision documentation, both at the headquarters level and the district level. The following information will be included for each non-standard feature:

- Description of the non-standard feature
- The design standard for which documentation is required
- The reason for not using the standard design
- The cost of making the design standard
- Plan sheets showing the non-standard and standard condition (11x17 sheets)

It is assumed the scope of the DSDD will be focused on existing non-standard features associated with the study area service interchange ramps and will not encompass a listing of existing non-standard features along the entire study corridor.

In addition, the DSDD will provide high-level information on traffic data in the corridor, collision analysis, accident data, planned future construction activities in the corridor, a summary of reviews and concurrence, and a discussion of the rationale for using the DEER document to gain environmental clearance.

The WSP team will ensure that the DSDD is signed and approved prior to the completion of the DEER document.

3.1.5 TMP Data Sheet

Given that the I-15 Smart Freeways Pilot Project will involve minimal construction activities on the I-15 mainline, such as the placement of ITS detection equipment along the shoulder and in the median, the resulting traffic delays are expected to be minimal and a Transportation Management Plan is not expected to be needed. A TMP Data Sheet would be developed in coordination with RCTC in Caltrans for the purpose of informing the preliminary cost estimate.

3.1.6 Traffic Impact Report

Caltrans generally requires the completion of Traffic Impact Studies when improvement projects attract additional traffic to state highway facilities. Traffic Impact Studies may be as simple as providing a traffic count to as complex as a microscopic simulation. The appropriate level of study is determined by the particulars of a project, the prevailing highway conditions, and forecasted traffic levels.

WSP has completed detailed assessments of existing traffic conditions in the I-15 corridor and will continue to collect and review traffic data as it completes the design of the CARM system. We will work closely with RCTC and Caltrans to confirm the appropriate level of detail the specific traffic count that Caltrans will require at ramps and the locations of ITS installations. The CARM system, like other ramp metering systems, is designed to manage the flow of traffic onto the I-15 in a manner that does not degrade traffic service in the corridor during peak travel periods. The project does not, however, result in the provision of additional mainline lane capacity, and therefore is not expected to induce substantial additional traffic. In accordance with *Draft Transportation Impacts Analysis under CEQA for Projects on the State Highway System* (Caltrans Environmental Management Office, 3/1/20), project types not likely to lead to a measurable and substantial increase in VMT include:

- Installation of traffic metering systems, detection systems, cameras, changeable message signs and other electronics designed to optimize vehicle... flow.

The improvements associated with the I-15 Smart Freeways Pilot Project fits within this project type, and therefore is not anticipated to result in a substantial increase in VMT.

It is anticipated that a Traffic Impact Report will be prepared as an attachment to the DEER. The Traffic Impact Report is expected to include traffic counts and 20-year forecast volumes at a level consistent with that required on other Caltrans ITS and ramp projects.

RCTC is currently confirming whether a separate traffic study would also need to be completed in conjunction with the ISA. The WSP team will ensure that these two assessments are coordinated and will develop a single document meeting both requirements, if necessary and possible, with the single Traffic Impact Report included as an attachment to the DEER and/or CE/CE.

3.1.7 Utility Coordination

Although most privately-owned utilities are typically located outside of the Caltrans right of way, they occasionally appear as a longitudinal encroachment within the freeway right of way, or as a transverse crossing. The WSP team will conduct a utility coordination task to determine what, if any, utility facilities exist within the project limits. If utilities are identified within the freeway right of way, it will be determined if any need to be potholed as part of the PS&E activities to positively identify the utility location and determine if conflicts are expected. Activities in this task include collecting utility as-builts, developing a utility base file, identifying any potholing needs, identifying any longitudinal encroachment exceptions, and identifying potential relocations for the purpose of informing the cost estimate.

3.1.8 Right of Way Data Sheet (to be provided by others)

Temporary or permanent right of way acquisition is not anticipated to be needed for this project. However, a Right of Way Data Sheet is still required even if there is no right of way acquisition required

for the project. RCTC will be utilizing an on-call survey consultant to complete the preparation of topographic mapping and survey for the corridor, and as such it is anticipated that this consultant will prepare the ROW Data Sheet in accordance with Caltrans District 8 procedures and included as an attachment to the DEER.

3.1.9 Environmental Approval Document

The project activities will disturb areas within the Caltrans I-15 right-of-way necessitating an evaluation of environmental impacts from the action. Since impacts are anticipated to be minor, the project will be entirely within the existing operational right-of-way and the project is maintained for transportation purposes, it is anticipated that a CE/CE with technical studies will be the appropriate level of environmental clearance. The consultant will prepare all necessary documentation for completion of the Caltrans CE/CE, which must be used to document compliance with laws and regulations when making a final determination.

The Caltrans Categorical Exclusion Checklist will be [used](#) to document compliance with laws and regulations. The checklist includes assessing exceptions to the Categorical Exclusion and Unusual Circumstances from 23 CFR 771.117(b).

3.1.10 Environmental Technical Studies

Various technical studies are anticipated to be necessary to support the CE/CE determination. These studies will inform the completion of the Categorical Exclusion Checklist and the Caltrans CE/CE Form. Preparation of the following technical reports will be undertaken if the preliminary evaluation shows they are necessary:

- Initial Site Assessment
- Water Quality Assessment Report
- Biological Resources
 - NESMI
 - Wetlands Delineation
 - Habitat Evaluation for Colonial Birds/Roosting Bats including Step-2 Bat Night
 - Habitat Evaluation and Focused Survey for Special-status Plants
 - Western Riverside County Multi Species Habitat Conservation Plan (MSHCP) Consistency Finding
- Visual Impact Assessment
- Community Impact Assessment
- APE/Historical Property Survey Report
- Paleontological Report
- Traffic Impact Report

The consultant shall coordinate and prepare all required technical studies to support the NEPA CE and CEQA CE. Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website as well as local and state CEQA Guidelines and FHWA Guidance on preparing and processing Environmental and Section 4(f) documents.

Unless otherwise noted, the deliverables for the technical studies will be a separate bound report including a standardized project description, a methodology relevant to each topic area, description of

the affected environment, impact assessment and mitigation measures. Each screen check technical study will be submitted to RCTC (two copies) for review. Following RCTC's review, the document will be revised, and a screen check technical study will be provided to Caltrans for review. Following Caltrans' review, a draft of each technical study will be submitted to RCTC and Caltrans for concurrent review.

Following Caltrans and RCTC's review, a second draft of each technical study will be submitted to RCTC and Caltrans. Following Caltrans and RCTC's review of the second draft, it is assumed that a revisions workshop will be held to address any outstanding comments if any comments remain. Following the revision workshop, a final version of each report will be prepared. The final technical studies will be submitted following the workshop for final concurrence (no additional comments are assumed to be received associated with the final concurrence review). If the revisions are required due to the quality of the submittal made by Engineering team, then these revisions would not be considered out of scope.

Deliverables:

- Screen check technical studies (submitted to RCTC first then to Caltrans) digital copy to RCTC
- Draft technical studies
- Second Draft technical studies
- Final technical studies for concurrence
- Final approved technical studies

Natural Environmental Study (Minimal Impact)

The WSP team will prepare a Natural Environmental Study (Minimal Impact) (NES[MI]) for the I-15 Smart Freeways Pilot Project. The NESMI will provide the technical basis for statements made in the environmental document concerning plants, animals, and natural communities occurring in the Biological Study Area (BSA). The NES summarizes technical documents such as focused species studies, wetland assessments, and biological assessments related to effects on biological resources in the BSA for use in the environmental document.

The level of analysis provided in NESMI documents is generally commensurate with the complexity of the project being assessed. Given that the project will be implemented entirely within existing Caltrans right-of-way and within previously disrupted areas, it is assumed that the project will have a minimal impact on the natural environment.

Historic Property Survey Report (HPSR)

The WSP team will coordinate with Caltrans and RCTC to establish the boundaries of the Area of Potential Effects (APE) within which the Historic Property Survey Report will be conducted (HPSR). Working in consultation with local governments, native American tribes and heritage commissions, local historical societies and other appropriate consulting parties, the WSP team will assemble a comprehensive listing of historic and cultural resources within the APE. We will then assess the overall finding for the project. Given that the I-15 Smart Freeways Pilot Project will take place entirely within existing Caltrans right-of-way it is anticipated that the demonstration would have no adverse effects on any historic or cultural resources within the APE.

Initial Site Assessment

As discussed in Section 3.1.2 of this Scope of Services, an Initial Site Assessment will be prepared as an attachment to the DEER report.

Air Quality Conformity Findings Checklist

WSP will also complete the Caltrans [Air Quality Conformity Findings Checklist](#) to summarize and document the conformity analysis and determination for the CE. Given that the demonstration is not a type 1 project, it is assumed that air or noise impact studies are not required.

Traffic Impact Report

As described in Section 3.1.6, it is anticipated that a Traffic Impact Report will be prepared as an attachment to the DEER. If necessary, the WSP team will ensure that the traffic impact assessment is coordinated with the environmental approvals process to develop a single document meeting both requirements.

3.1.11 Project Approval Exclusions

Due to the non-complex and streamlined nature of the project improvements, it is anticipated that certain tasks will be excluded from the Project Approval process. These include:

- Intersection Control Evaluation process and Memorandum
- Geometric Approval Drawings
- Ramp Metering HOV Bypass Exception Memorandum
- Preliminary Drainage Report
- Transportation Management Plan
- Preliminary Materials Report
- Pavement Life-Cycle Cost Analysis
- Preliminary Geotechnical Memorandum
- Preliminary Structural design or reports
- Value Analysis
- Modified Access Report (MAR)
- American's with Disabilities Act (ADA) Certification

3.2 PHOTOGRAMMETRIC MAPPING AND SURVEYING

To expedite the implementation of the project, RCTC will contract directly with an on-call consultant to prepare the photogrammetric mapping and surveying to support detailed PS&E design. The mapping to be completed by others under a separate contract will include aerial photographs at 1"=50' scale that will be used to develop base mapping for the corridor. The detailed surveys will consist of roadway cross-sections at 100 feet intervals within Caltrans right-of-way and survey of the ramp tie-in locations. The surveys will include the location of existing guardrails, embankments, poles, signs, and streetlights needed for final design, as well as visible utilities running in the corridor. Survey points and lines shall be established, marked, identified, referenced, and documented as required, to complete the PS&E in accordance with the Caltrans Survey Manual.

3.3 SYSTEMS ENGINEERING

As required by Caltrans and FHWA, the consultant will complete the system engineering analysis risk assessment for the operational clearance. As part of this effort, the consultant will prepare the following documents:

3.3.1 Concept of Operations

The concept of operations (ConOps) will follow Caltrans and FHWA guidelines and address the following elements:

- Define Managed Freeways. Explain and document the purpose of the pilot project
- Existing conditions. Consistency with Regional ITS Architecture plan
- Operational requirements.
- Design requirements.
- Ramp and Mainline Detection.
- Exit and Entrance Ramps.
- Supporting ITS infrastructure and devices (power and communications needs, cabinets, CCTV, DMS, etc.)
- Operational concept.
- Provide an overview of agencies responsible for transportation services in the corridor, including Caltrans, RCTC, FHWA, transit providers, CHC, local agencies and traffic management center
- Provide an inventory and overview of existing transportation services and operational programs within the I-15 corridor, including incident management, ramp metering and traveler information systems.
- Provide a description of the current traffic management center and associated ITS programs in the corridor, including responsible agencies, physical locations of facilities, staffing, capabilities and house of operations
- Describe the information technology used to process ITS and traffic data, including the information and communications systems used in the TMC

3.3.2 Systems Engineering Management Plan

The WSP team will prepare a Systems Engineering Management Plan (SEMP) including the following content:

- A description of the purpose of the document
- Scope of the pilot project
- Description of the technical planning and controls
- Description of the systems engineering analysis process that the pilot will follow
- Description of the transition of critical technologies
- Description of the overall systems integration approach

4. PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) PHASE

The WSP team will prepare 95 percent plans based on the comments received on the 35 percent preliminary design plans. In order to expedite delivery of the project and recognizing the relatively non-complex and limited nature of the civil works associate with the ramp widenings and device installations, it is anticipated that the PS&E will advance directly from 35% to 95% submittals, eliminating the 65% plan deliverable that can typically be required. In addition to detailing the required civil works to accomplish ramp widening, the plans will detail revisions to the existing communications network (reallocation and/or addition of fiber and addition of switches to convert any existing serial

communications to Ethernet), additional signal/ITS cabinets, trenching/boring of additional conduits, new power services, quantities, and Caltrans standard sheets for traffic/ITS projects. The outcome of this task will be two draft PS&E packages to support each of the two anticipated construction contracts: a PS&E package for the civil construction works associated with the ramp widening and consolidation; and a second PS&E package for the ITS elements associated with the ramp metering, detection devices and VSL installations.

It is assumed that RCTC will Administer, Advertise and Award the construction contracts, and the bid packages will not go through the Caltrans Office Engineer for review and advertisement.

The consultant will perform a detailed QC review of all submittal documents prior to submitting to RCTC, which is included as a separate subtask. Caltrans details will be used whenever possible, for pull boxes, conduit, cabinet foundations, poles, and markers. Project specific typical detail sheets will be prepared for cabinet and rack layouts, ramp meters, field devices, and electrical one-line diagrams.

- **Fiber Allocation.** The WSP team will determine how to best utilize the existing fiber optic trunk line. The consultant will develop fiber allocation and splicing details for the new cabinet fiber drop cables, as well as any required fiber trunk line splicing.
- **Proposed Networking.** It is assumed that the network will be Ethernet-based using Coarse Wavelength Division Multiplexing (CWDM) and Ciena switches for field and head-end network gear. A managed Ethernet network topology will be developed using the existing fiber plant to provide the communications bandwidth necessary for the managed freeways system communications. Network diagrams will be prepared showing the schematic network system architecture.
- **Storm Water.** It is assumed that one SWDR narrative in Caltrans format will be provided for the entire project. It is assumed that there will not be separate SWDR Plan sheets for the work areas based on the limited earth disturbance activities.

4.1 TECHNICAL SPECIFICATIONS, INCLUDING TESTING AND INTEGRATION PLAN AND PERFORMANCE REQUIREMENTS

The WSP team will develop additional specifications, provisions, and requirements for the project specific to each of the two bid packages. One for the civil improvements; and one for the ITS improvements, which includes testing, commissioning, and placing into service.

- **Standard Special Provisions and Project Special Provisions.** The special provisions package will include the Caltrans standard special provisions index and all project special provisions necessary to complete the work. At the 35 percent submittal, an index of project special provisions will be provided. At the 95 percent submittal, all standard special provisions and project special provisions will be included, as well as a full draft of any project special provisions requiring new RCTC pay items or items requiring a finding in the public interest (FIPI). It is expected that Project Special Provisions that are considered “Nonstandard Special Provisions (NSSP)” will be reviewed by Caltrans District 8 and Caltrans Headquarters by the associated discipline specialist. The Advertisement submittal will include a complete special provision package that addresses all comments from the FOR submittal.
- **Demarcation Drawings.** Demarcation drawings will be prepared to illustrate the division of responsibilities between the civil construction contractor and the ITS System Integrator.

- **Testing and Integration Plan.** A Testing and Integration Plan will be prepared and submitted with the 90-percent-level plan package. This plan will outline the following:
 - Roles and responsibilities of all parties (RCTC and its agents, Caltrans, Contractor, Transmax, others)
 - Testing procedures for local field devices
 - Subsystem functionality and communications testing
 - Integration into TMC and Transmax
 - System-wide testing requirements
 - Documentation
 - Acceptance Process

Deliverables for this task include:

- List of Standard Special Provisions
- Project Special Provisions
- Finding(s) in the Public's Interest (FIPI)
- Demarcation Drawings
- Testing and Integration Plan

4.2 COST ESTIMATES

The WSP team will prepare civil cost associated with the recommended ramp modifications, ITS infrastructure costs for the installation of a CARM system, ITS device maintenance cost associated with providing continuous device functionality, software cost for the use of a consolidated, comprehensive Advanced Traffic Management System (ATMS), and on-going operations cost associated with the system calibration and optimization of the managed freeways system.

The consultant will prepare cost estimates for each plan submittal.

Deliverables for this task include:

- Cost estimates for the 35 percent and 95 percent design levels for each of the two bid packages: one for the civil improvements; and one for the ITS improvements.

4.3 FINAL PS&E PACKAGE

The WSP team will address comments received on the 95 percent package and prepare Final Plans, signed and sealed by a California Professional Engineer.

We anticipate the following plan sheets will be required as a part of the package

- title sheet
- typical sections
- project control (to be provided by others)
- key map
- layout sheets
- ramp profile and superelevation sheets
- construction detail sheets for gore areas and special design details, if needed
- erosion control plan
- utility sheets (existing utilities only)

- standard retaining wall plans / details / quantities
- drainage plans / profiles / details, combined with grading
- construction staging plans
- construction area signs
- motorist information plans
- roadway quantity sheets
- roadside sign plans/ details / quantities
- pavement delineations plans / quantities
- electrical and communications plans (ramp metering, lighting, traffic count station and other modifying electrical, fiber optic splicing and networking plans)
- Revised Standard Plan sheets

The scope of the project does not include widening of the mainline, auxiliary lanes or Winchester Road on ramp structures over Santa Gertrudis Creek. Structure plans or design is not included in the scope of work.

It is anticipated that Nonstandard Special Provisions developed for the project will be reviewed by Caltrans headquarters reviewers specialized in certain disciplines.

Deliverables for this task include:

- Final plans, specifications and cost estimate for each of the two bid packages. A PDF of the plans and specifications will be delivered electronically to RCTC, along with other project files.

4.4 ADDITIONAL PS&E TASKS

In addition to the preparation of the PS&E packages, several other support documents and tasks are expected to be needed to support the Caltrans approval process. Given that the nature of the project improvements is non-complex and small in scope, there are several tasks that are recommended to be either reduced in scope or excluded from the approval process.

Encroachment Permits

WSP will support RCTC staff to prepare and submit the Caltrans encroachment permit application for the Parent Permit. An additional Double Permit is anticipated to be processed for surveying activities. It is expected that these will be processed during the Project Approval phase to expedite the PS&E design. It is assumed that the following activities will not be needed and, therefore, associated Double Permits will not be needed:

- Utility Potholing, and survey of the potholes
- Geotechnical Investigation (it is assumed that record data will be used to support pavement design, retaining wall foundation recommendations, and infiltration feasibility)

Geotechnical

Given the non-complex nature of the project improvements, it is assumed that geotechnical field investigations will not be needed. Geotechnical data from historical resources such as as-builts and Log of Test Borings will be used to develop a geotechnical determination for the purpose of validating the proposed pavement sections for the ramp construction and to inform the foundation selection for the retaining wall at Rancho California Road.

It is assumed that prescriptive pavement sections will be selected to be similar in material and depth to the existing pavement, in coordination with RCTC and Caltrans. As a result, a standalone Materials Report and pavement Life-Cycle Cost Analysis will not be developed.

It is assumed that the retaining wall will be a standard wall, and that a Foundation Report and Caltrans DES review of the retaining wall design will not be needed.

A Geotechnical Memorandum will be developed to document the as-built and historical data research, the proposed pavement section, slope stability analysis, and retaining wall foundation validation.

Drainage Memorandum

A Drainage Memorandum will be developed to document the existing drainage facilities that will be impacted by the proposed improvements, and the proposed drainage facilities needed to accommodate the freeway and ramp reconstruction. This task does not include hydrology and hydraulic analysis of offsite and cross-drainage facilities. Flooded width analysis will be included for areas where concentrated flows occur on the roadways. Additional inlets or overside drains may be needed to maintain the flooded width within the proposed shoulders.

Storm Water Data Report

The Storm Water Data Report developed as part of the DEER approval process will be updated to include temporary construction site BMPs and will inform the permanent and temporary BMP design and quantities. Any necessary erosion control recommendations will also be included.

4.5 REQUIREMENTS TRACEABILITY MATRIX

As the final element of the Systems Engineering process, WSP will prepare a Requirements Traceability Matrix during the PS&E Phase. The Requirements Traceability Matrix will link user needs, applicable content included in the ConOps document, high-level requirements, and functional requirements. The scope and level of detail of the document will be based on examples provided by FHWA.

4.6 PS&E EXCLUSIONS

Due to the non-complex and streamlined nature of the project, it is assumed that certain tasks are excluded from this scope of work. These include:

- Encroachment Permits for geotechnical activities, utility activities, and surveying utility potholes
- Geotechnical borings for pavement design, retaining wall design, or overhead signs
- Geotechnical investigation to confirm soil infiltration characteristics (infiltration field tests)
- Utility potholing (assuming as-builts will indicate no need)
- Environmental Permitting
- Offsite Drainage Analysis (Hydrology and Hydrology)
- Standalone Materials Report (a brief geotechnical memorandum would be produced)
- Standalone Geotechnical Design Report (a brief geotechnical memorandum would be produced)
- Foundation Report (assuming only standard retaining walls, which will be summarized in the brief geotechnical memorandum)
- Pavement Life-Cycle Cost Analysis
- Transportation Management Plan
- ADA Design and Certification

- Design and Plan sheets for: sound walls, planting and irrigation, utility relocations, aesthetic details, overhead signs, new or modified signals, temporary signals, temporary lighting plans, structures plans (bridge, walls, or special structures)
- Revised Freeway Agreement
- Maintenance Agreement

5. DESIGN SUPPORT DURING CONSTRUCTION

5.1 PRE-BID ASSISTANCE

The consultant will provide pre-bid assistance for both the civil and ITS bid packages to RCTC to help answer contractor questions during bidding, provide design clarifications, prepare addendums, and attend the pre-bid meeting, as requested.

Deliverables for this task include:

- Responses to contractor questions prior to award for construction
- Addendums

Due to the non-complex and streamlined nature of the project, it is assumed that certain pre-bid assistance items are excluded from this scope of work. These include:

- Ready to Let (RTL) package
- Resident Engineer (RE) Pending File
- RTL/Construction Certification
- Encroachment Permits
- Double Permit
- Facility Maintenance Agreement (FMA)
- ROW and Utility Certifications

5.2 POST-DESIGN SERVICES

Design Support

The consultant will provide post-design services to advise and assist the successful contractor with device installation, network communication, and equipment functionality. These services will be offered as-needed, upon request by RCTC, and may include responses to Requests for Information, the preparation of design plans and diagrams, and participation in conference calls or field visits.

As-Built Record Drawings

The consultant will develop as-built record drawings of the proposed improvements in accordance with Caltrans procedures. The WSP team will incorporate markups provided by the Resident Engineer. The WSP team is not responsible for verifying the markups against actual final conditions constructed in the field.

The Microstation as-built files will be converted to individual merged sheet files, which will also be converted to individual TIFF files. The files will be submitted electronically to Caltrans District 8.

6. SYSTEMS INTEGRATION

6.1 SOFTWARE REFINEMENT

WSP staff will support RCTC to coordinate and oversee Transmax staff setup, refinement and demonstration of the necessary software to enable deployment of coordinated adaptive ramp metering on I-15 northbound utilizing the coordinated ramp metering algorithms currently deployed on various freeways in Melbourne, Brisbane and Perth, Australia, and soon to be deployed on I-25 in Denver, Colorado. WSP staff will facilitate coordination between RCTC, Caltrans and Transmax to ensure customization of STREAMS® Connect and the existing Caltrans ramp signal controller driver to enable recommended field devices and equipment to interface correctly with the STREAMS® transport management system in Riverside County. The software refinement process will be conducted both prior to and concurrent with construction activities, to support operation of the system immediately upon completion of construction and device installation and integration.

Deliverables for this task include:

- Technical memorandum confirming accomplishment of the following milestones as part of the Transmax STREAMS Integration Contract:
 - Functional device driver for existing Caltrans ramp metering controller viable for coordinated adaptive ramp metering through STREAMS® platform
 - Software demonstration

6.2 STREAMS® CONFIGURATION AND TESTING

WSP staff will support RCTC to coordinate and oversee Transmax staff configuration of the system, route, and maps as part of the STREAMS® operating platform. WSP staff will facilitate assembling necessary civil and ITS design information to inform Transmax data entry of various design and performance parameters into STREAMS® for controlling the coordinated adaptive ramp metering system and associated suite of algorithms. Ramp design characteristics, detection device locations, and parameters, etc. will be verified by WSP staff and provided to Transmax staff to enter into the STREAMS® platform as part of the Transmax STREAMS Integration Contract.

WSP staff will also coordinate and oversee Transmax staff engagement of Amazon Web Services (AWS) to host the STREAMS® platform in the cloud. This process will begin as soon as possible after the design phase. WSP staff will oversee STREAMS® system testing by Transmax staff, with system testing to commence once necessary mainline and ramp ITS devices are installed and integrated.

Deliverables for this task include:

- Technical memorandum (with input from Transmax staff as developed as part of the Transmax STREAMS Integration Contract) verifying the following:
 - System Configuration Management Matrix
 - System Verification Test Plan and Results

6.3 DATA COLLECTION

RCTC staff have identified a preliminary list of performance measures to be used to evaluate the benefits and impacts of the Smart Freeways demonstration project. These measures include:

- change in vehicle throughput

- change in travel time
- change in time of delay
- change in corridor productivity (with productivity being a value representing the product of traffic flow and travel speed)
- ramp queue length and wait time
- accident rates
- change in emissions levels
- economic benefit/impact

WSP staff will coordinate with Transmax staff to collect mainline and ramp detection data to support the evaluation of these measures. Data will be collected for a four-week period. The WSP team will review initial data from the system to verify correct function (i.e., data detection, collection, communication, etc.) before activating the coordinated adaptive ramp metering. The WSP team will review corridor performance data to establish baseline condition for subsequent performance evaluation.

Existing data collection systems may not be comparable to the new systems due to differences in device accuracy, spacing, etc., and therefore establishing a baseline condition with the new devices before activating the coordinated metering system will be necessary to ensure a consistent comparison. Evaluation will encompass critical bottlenecks and corridor as well as considering performance measures such as volume, occupancy, speed, VMT, VHT, VHD, economic impacts, etc., as calculated in post-processing. The WSP team will analyze data to establish initial coordinated adaptive ramp metering system parameter settings.

Deliverables for this task include:

- Performance reports module and templates

7. OPERATIONS SUPPORT

WSP staff will coordinate with Transmax staff to assemble, review and report traffic performance data daily during the initial activation period of 8 weeks to verify systems performance and initiate required fine tuning.

Throughout the two-year demonstration period, the WSP team will review weekly performance data to identify any operational issues and coordinate with Transmax staff to complete necessary system adjustments to further refine the system parameters. This effort will include the tracking and documentation of individual parameters, their changes, and the corresponding results. This information will be included in the regular performance reports described in Section 8. The WSP team will work with RCTC and Caltrans staff to address any ongoing performance issues with Transmax.

Deliverables for this task include:

- Preliminary performance assessment report following the end of 8 week ramp up period
- Performance evaluation report following each full year of operations.

8. PERFORMANCE MONITORING

8.1 ONGOING PERFORMANCE MONITORING

The WSP team will prepare weekly reporting for internal purposes and will review system performance to verify the different performance metrics identified in task 5.3. The consultant will prepare a monthly performance assessment report for the first six months of operations, and quarterly performance assessments reports thereafter to compare operations to previous conditions. The reports will utilize templates for tables and figures documenting the performance of the managed freeways demonstration that will also be suitable for use in presentations and public outreach and communications materials.

8.2 INITIAL PERFORMANCE ASSESSMENT REPORT

At the conclusion of the first three months of operations, the WSP team will coordinate with Transmax staff to assemble data and prepare a detailed assessment report documenting the performance of the Managed Freeway demonstration and comparing conditions in the I-15 corridor before and after the activation of the Managed Freeways pilot. The report should also discuss any performance issues that arose in the initial three months of operations, the necessary system adjustments to further refine the system parameters, and the results of those adjustments.

8.3 ANNUAL PERFORMANCE REPORTS

At the conclusion of the first year, the WSP team will prepare a detailed assessment report documenting the and comparing conditions in the I-15 corridor over the past 12 months. The report should also document before and after the activation of the I-15 Managed Freeway pilot. The report should also discuss any performance issues that arose in the past 12 months of operations, the necessary system adjustments to further refine the system parameters, and the results of those adjustments.

Upon completion of the demonstration period after 24 months, the WSP team will complete a final detailed assessment report documenting the overall performance of the Managed Freeway demonstration. This report will provide conclusions regarding the effectiveness of the CARM demonstration and recommendations for future deployments and/or system enhancements.

Discussion Draft No. 1

Agreement No. 21-31-063-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
WSP USA INC.
FOR PLANNING, DESIGN AND
IMPLEMENTATION OF
SMART FREEWAY PILOT PROJECT**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“the Commission”) and WSP USA INC. (“Consultant”), a New York corporation. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the “tax”) to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the “Plan”).

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. A source of funding for payment provided under this Agreement is federal funds administered by the California Department of Transportation (“Caltrans”) pursuant to the following project/program: Congestion Mitigation and Air Quality Improvement (CMAQ) Program.

E. Consultant desires to perform and assume responsibility for the provision of certain professional environmental, engineering, design and construction support services and work required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing planning and preliminary engineering services to public clients, in Intelligent Transportation Systems (ITS) project delivery, and is licensed in the State of California, and is familiar with the plans of the Commission.

F. The services identified in this Agreement shall be subject to specific authorization under written task order(s) to be issued by Commission as further described in this Agreement (“Task Order”).

G. The Commission desires to engage Consultant to render such services, on a task-order basis, for the Smart Freeway Pilot Project, on Interstate 15 in the City of Temecula in Riverside County, which will install and operate for the two year demonstration period, systems to collect real-time traffic data and operate active traffic management devices to reduce congestion, maximize the use of existing freeway capacity, and react to incidents that cause delay ("Project").

The Task Orders anticipated for this Project are:

- 1) Project Approval / Environmental Document (PA/ED) & Plan, Specifications, and Estimates (PS&E)
- 2) Design support during construction
- 3) Operations support during 2-year demonstration period

H. Consultant will subcontract with Transmax for preparation of the Concept of Operations report under this Agreement, and required for the Project. The Parties acknowledge and agree that it is the intent of the Commission to enter into a separate agreement(s) with Transmax or VicDOT for the provision, customization, integration, operation and monitoring performance of the STREAMS® traffic management system owned by Transmax, and for related hardware and software.

Terms.

1. Defined Terms.

1.1 As used in this Agreement, "Commission's Task Order Authorization" shall have the meaning as set forth in Section 3.2 of this Agreement.

1.2 As used in this Agreement, "Construction Contractor" shall mean and refer to the Commission's contractor for construction of the infrastructure improvements required for the Project.

1.3 As used in this Agreement, "Consultant-Related Entity" shall mean Consultant, its officials, officers, directors, shareholders, employees, agents, consultants, contractors, suppliers, successors and assigns.

1.4 As used in this Agreement, "ITS Equipment" shall mean and refer to all equipment, conduit, devices and hardware installed as part of the coordinated adaptive ramp metering (CARM) system, or otherwise required for the Project.

1.5 As used in this Agreement, "Work Directive" shall mean and refer to a directive executed by the Executive Director to proceed with disputed work.

2. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the following services

required for the Project: project approval and environmental document preparation, systems engineering, development of final plans, specifications, and estimates, bid support, design support during construction, public engagement, travel demand modeling and traffic operations analysis (the “Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. The Services may be further described in the Task Order authorizing the Services, and allocating compensation therefor. No Services shall be performed prior to Commission’s Task Order Authorization. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2.1 The Services include preparation of various plans and reports for the Project including, but not limited to, a Project Management Plan, a Quality Management Plan, a Communications Plan, a Concept of Operations report and a Systems Engineering Management Plan. The Services shall be performed in accordance with the terms of this Agreement, and in accordance with the foregoing plans and reports, once approved by the Commission.

3. Task Order Requirements; Commencement of Services.

3.1 Consultant shall not perform nor be compensated for Services identified in Exhibit “A” unless and until performance of the relevant Services, or Project phase have been authorized by Commission’s Task Order Authorization.

3.2 An authorized Task Order may be evidenced by Commission’s issuance of a purchase order for the specific phase/task or by an executed task order for the Services (“Commission’s Task Order Authorization”). Consultant’s agreement to the final terms of a proposed Task Order, Commission’s Task Order Authorization and Consultant’s commencement of the Services shall indicate the Parties’ agreement to the terms of the relevant Task Order. Consultant shall commence Services under a Task Order within five (5) days of receiving Commission’s Task Order Authorization.

4. Pre-Award Audit. As a result of the federal funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a “Notice to Proceed” may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all FHWA and Caltrans requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant’s files shall be maintained in a manner to facilitates State process reviews.

5. Caltrans Audit Procedures.

5.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant’s cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other

related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

5.2 During Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by Caltrans.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

5.3 If Caltrans is unable to issue a cognizant letter per Section 5.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

5.4 If the Consultant fails to comply with the provisions of this Section 5, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 5.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

5.5 Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

6. Term.

6.1 This Agreement shall go into effect on the date first set forth above and shall terminate, March 31, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services, including all Task Orders, within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

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

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

9. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: [REDACTED], or as otherwise identified in a Task Order.

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

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

12. Schedule of Services.

12.1 A Preliminary Milestone Schedule is attached to this Agreement, for reference, as Exhibit "B".

12.2 Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services set forth in a Task Order (each a "Schedule"). Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

13. Delay in Performance.

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

13.2 If Consultant believes it is entitled to an extension of time due to an unavoidable delay for a cause set forth in subsection 13.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

13.3 Performance of any Services under this Agreement, or any Task Order, may be delayed upon mutual agreement of the Parties, or upon notification by Commission. In either case, the Schedule shall be extended as necessary. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

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

15. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

16. Opportunity to Cure; Inspection of Work; Responsibility for Design. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions

which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review any Consultant-Related Entity's work in progress at any reasonable time. Upon approval of the final Project design, including any related infrastructure, construction or installation design, Consultant shall assume responsibility for the design to the extent that if the Project is installed as designed and does not meet the requirements of this Agreement, Consultant shall be responsible for the costs of redesign, rework and additional ITS Equipment costs and any other costs associated with any sub-standard performance.

17. Fees and Payment.

17.1 The method of payment for the Services shall be based on actual cost plus a fixed fee.

17.2 Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference ("Cost Proposal") unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. The overhead rates included in the attached Exhibit "C" – Part 1 shall be fixed for the Term of the this Agreement, and shall not be subject to adjustment.

17.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee for each Task Order, which shall be included in each Task Order. The fixed fee is nonadjustable, except in the event of a significant change in the Scope of Services under the Task Order, and such adjustment is made by written amendment to the Task Order.

17.4 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

17.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

17.6 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items

according to the Schedule, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 20, Termination.

17.7 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement, or prior to Commission's Task Order Authorization for the relevant Services.

17.8 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008 Riverside, CA 92502

17.9 The total compensation per Task Order shall be set forth in each Task Order, as authorized by the Commission Board, and shall not exceed such amount without written approval of Commission's Executive Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

17.10 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

17.11 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

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

18. Maximum Agreement Cost. The total value of all Task Orders authorized under this Agreement shall not exceed _____, unless authorized in writing by the Executive Director.

19. Disputes.

19.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be resolved as set forth herein.

19.2 In the case of a dispute, the Parties shall diligently cooperate with one another and with the person(s) appointed to resolve the dispute and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

19.3 Upon commencement of the dispute resolution process, the Parties shall first attempt to resolve the dispute between Commission's Project Manager and Consultant's Project Manager. The Parties shall meet in good faith within five (5) business days after the date that the written request for dispute resolution is submitted and attempt to resolve it. There shall be at least one meeting to attempt Project level resolution. The Project level negotiation may be continued upon the agreement of the Parties. If the Commission's Project Manager and Consultant's Project Manager are able to resolve the dispute, the resolution shall be set forth in writing. If such resolution results in a change to the Scope of Services, Schedule or Compensation provisions which requires an amendment to this Agreement, the resolution shall not be final until an amendment has been approved and executed by the authorized representatives of the Parties. If the dispute cannot be resolved at the meeting or any continuance thereof, the following shall apply:

19.4 The dispute shall be submitted to Commission's Executive Director within ten (10) business days following the initial meeting identified above. The Parties shall each submit the following written information to the Executive Director (a) an explanation of the nature of the dispute; (b) the Party's position; (c) the dollar amount and/or schedule impact of the dispute; and (d) any supporting documents the Party believes will aid the Executive Director in arriving at a decision. The Executive Director will issue a written decision within ten (10) business days; provided that if no written decision is submitted within that time, or any agreed upon extension thereof, the Commission will have been deemed to have denied Consultant's position. The decision of the Executive Director shall be the final and conclusive administrative decision of the Commission

19.5 If a dispute arises which must be resolved expeditiously in order to prevent serious damage to person or property, or serious interference with the Schedule, the Parties shall make every effort to resolve such dispute immediately. If such dispute cannot be resolved immediately, Commission may issue a Work Directive, and Consultant shall expeditiously proceed with the Work Directive. Once the urgent aspects of the dispute have been resolved, the Parties may continue with the remaining procedures for dispute resolution, in accordance with this Section 19, if necessary and to the extent applicable.

19.6 Nothing in this Agreement, however, shall be construed as making final the decision of any Commission official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

19.7 If all other means of dispute resolution set forth above are not successful, the Parties may upon terms agreed to by the Parties, elect mediation or arbitration, binding or otherwise, or may pursue any other available legal means. Consultant shall as a condition precedent to commencing an action in Riverside County Superior Court for money or damages file a claim pursuant to the Government Claims Act, Government Code sections 900 et seq. For purposes of the claims filing requirement, the running of the time period in which a claim must

be filed shall be suspended until the Commission's final administrative decision by its Executive Director.

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

20. Termination.

20.1 Commission reserves the right to terminate this Agreement for any or no reason upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

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

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

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

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

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

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

20.8 Consultant may not terminate this Agreement except for cause.

21. Cost Principles and Administrative Requirements.

21.1 Consultant 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.

21.2 Consultant 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.

21.3 Any costs for which payment has been made to Consultant 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 Consultant to Commission.

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

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

22.1 Accounting System. Consultant and its subconsultants 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 Consultant 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.

23. Audit Review Procedures.

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

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

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

24. Subcontracting.

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

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

24.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

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

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

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

25. Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other

proprietary right of any person or entity in consequence of the use on the Project by Commission of any intellectual property, copyright, documents, and data, including any method, process, product, or concept specified or depicted, provided by any Consultant-Related Entity under this Agreement.

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

27. Insurance.

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

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

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

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

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

27.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers,

and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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

(a) General Liability.

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

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

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

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from the Commission’s or Caltrans’ insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, Caltrans and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, Caltrans and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, Caltrans and their directors, officials, officers, employees and agents shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(c) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the

provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

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

(d) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

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

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

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

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

28. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(A) adequate life protection and 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.

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

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

29. Labor Code Requirements.

29.1 Prevailing Wages.

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

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

C. When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the

Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

29.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

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

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any subconsultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any subconsultant shall employ the number of apprentices

provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

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

30. Extra Work.

30.1 At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

30.2 Extra Work is permitted unless such work results in a "Cardinal Change." A Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1F.

30.3 Consultant shall not perform, nor be compensated for any Extra Work without written authorization from the Commission's Executive Director as set forth herein. In the event such written authorization is not issued and signed by the Commission's Executive Director, or designee, Consultant shall not provide such Extra Work.

31. Claims Filed by Contractor.

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

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

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

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

32. Prohibited Interests.

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

32.2 Consultant Conflict of Interest.

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

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement.

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

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

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

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

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

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

32.5 Covenant Against Contingent Fees. As may be required in connection with funding provided hereunder, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, 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.

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

32.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant 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 Consultant 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.

(a) 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 Consultant shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying."

(b) The Consultant'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.

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

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

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

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

35. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

38. Disputes; Attorneys' Fees.

38.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

38.2 If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

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

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

CONSULTANT:
WSP USA INC.
826 E. Hospitality Lane, Suite 350
Bernardino, CA 92408
Attn: _____

COMMISSION:
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor 92408
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.

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

42. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
43. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.
44. 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.
45. Provisions Applicable When Federal Department of Transportation Funds Are Involved. When funding for the Services provided by this Agreement are provided, in whole or in part, from the FHWA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Caltrans requirements) attached hereto and incorporated herein by reference.
46. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.
47. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
48. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
49. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
50. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.
51. Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
52. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

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

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

[Signatures on following page]

**SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT
WITH FEDERAL FUNDING/ASSISTANCE**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

WSP USA INC.

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Approved as to Form:

Title

By: _____
Best, Best & Krieger LLP
General Counsel

ATTEST:

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”
SCOPE OF SERVICES

[WSP SCOPE TO BE INSERTED]

Exhibit A

EXHIBIT “B”
PRELIMINARY MILESTONE SCHEDULE
[attached behind this page]

Exhibit B

EXHIBIT “C”
COMPENSATION PROVISIONS
[attached behind this page]

Exhibit C

EXHIBIT “D”

FHWA/CALTRANS REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

A. Consultant’s signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT 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, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. If this Agreement is federally funded, the Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. If this Agreement is federally funded, the Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Exhibit D

2. DEBARMENT AND SUSPENSION CERTIFICATION

CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT 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 CONSULTANT 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.

3. 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.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant 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 Consultant 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.

4. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime 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. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of

Exhibit D

this requirement shall constitute a cause for disciplinary action and shall subject the Consultant/subconsultant, as applicable, to a penalty, payable to the subconsultant, 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 subconsultants. This clause applies to both DBE and non-DBE subcontractors.

5. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

6. 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 Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

Caltrans has developed a statewide DBE program pursuant to 49 C.F.R. Part 26. The requirements and procedures, as applicable, of the Caltrans DBE program are hereby incorporated by reference into this Agreement. Even if no DBE participation will be reported, if requested by Commission, Consultant shall complete any DBE reporting forms in compliance with the Caltrans DBE program. A DBE may be terminated only with prior written approval from the Commission and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting Commission consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

Exhibit D

Consultant or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Commission components of the DBE Program Plan, Consultant or subconsultant will not, directly, or through contractual or other use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the Caltrans DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

8. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Contract Administrator within 30 days.

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

10. 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).

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant 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 Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

Exhibit D

COOPERATIVE AGREEMENT

State SHOPP Minor Funds Contribution

This Agreement, effective on April 9, 2021, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverside County Transportation Commission, a political subdivision of the State of California, referred to hereinafter as RCTC.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code Sections 114 and 130.
2. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.
3. This AGREEMENT shall have no force or effect until RCTC has obtained an encroachment permit from CALTRANS.
4. RCTC intends to construct A new data collection and adaptive highway ramp metering system on I-15 northbound from the San Diego county line to I-15/I-215 split. within the State Highway System and is referred to herein as the PROJECT.
5. RCTC will follow the CALTRANS encroachment permit process in order to complete the PROJECT.
6. CALTRANS will pay RCTC in the amount of \$1,200,000 from SHOPP Minor funds required for the PROJECT.
7. PARTIES hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward the PROJECT.

SCOPE

8. RCTC is responsible for completing all work for the PROJECT.
9. At no cost to RCTC, CALTRANS will perform Quality Management to assure RCTC's work is performed in accordance with CALTRANS' current policies, procedures, standards, and practices.

INVOICE & PAYMENT

10. RCTC will submit to CALTRANS monthly invoices for the prior month's actual expenditures.
11. CALTRANS will pay RCTC within 45 (forty-five) calendar days of receipt of invoices.
12. PARTIES agree that the total amount of SHOPP Minor funds paid out to RCTC will not exceed \$1,200,000.
13. After PARTIES agree that all work for the PROJECT is complete, RCTC will submit a final accounting for all costs. Based on the final accounting, RCTC will refund or invoice as necessary in order to satisfy the financial commitment of this AGREEMENT.

GENERAL CONDITIONS

14. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
15. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
16. If RCTC fails to complete the PROJECT for any reason, RCTC shall, at RCTC's expense, return the State Highway System right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If RCTC fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill RCTC for all expenses incurred and RCTC agrees to pay said bill within forty-five (45) days of receipt.
17. If RCTC fails to complete the PROJECT for any reason, RCTC will refund the full amount of CALTRANS' contribution.
18. RCTC will retain all PROJECT related records for three (3) years after the final voucher.

19. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

20. If HM-1 or HM-2 is found during construction, RCTC will immediately notify CALTRANS.
21. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

22. RCTC, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. RCTC will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

RCTC, independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

23. RCTC is responsible for HM-2 MANAGEMENT within the PROJECT limits.
24. HM-2 MANAGEMENT costs are PROJECT costs.
25. Neither RCTC nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless RCTC and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

26. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RCTC under this AGREEMENT. It is understood and agreed that RCTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
27. If the work performed on this PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 RCTC must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. RCTC agrees to include prevailing wage requirements in its contracts for public work. Work performed by RCTC's own forces is exempt from the Labor Code's Prevailing Wage requirements.

RCTC shall require its contractors to include prevailing wage requirements in all subcontracts funded by this AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in RCTC contracts.

28. This AGREEMENT is intended to be PARTIES final expression and supersedes all prior oral understandings pertaining to the PROJECT.
29. Unless otherwise documented in a maintenance agreement, RCTC will maintain all PROJECT improvements.
30. This AGREEMENT will terminate upon CALTRANS' acceptance of the PROJECT. However, all indemnification and maintenance articles of this AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTY – Any individual signatory party to AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to AGREEMENT.

CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:

Emad Makar, Project Manager

464 West Fourth Street

San Bernardino, CA 92401

Office Phone: (909) 383-4978

Mobile Phone: (909) 665-3469

Email: emad.makar@dot.ca.gov

The primary Agreement contact person for RCTC is:

Marlin Feenstra, Project Delivery Director

4080 Lemon Street 3rd Floor

Riverside, CA 92502

Office Phone: (951) 787-7141

Email: mfeenstra@rctc.org

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Diane Morales , Diane Morales for
Michael D. Beauchamp
District Director

Verification of funds and authority:

Corina Harriman
Corina Harriman
District Budget Manager

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

Anne Mayer
Anne Mayer
Executive Director

Approved as to form and procedure:

Steven C. DeBaun
Steven C. DeBaun
Best Best & Krieger LP
General Counsel

AGENDA ITEM 8I

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Bryce Johnston, Capital Projects Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Amendment No. 1 to Cooperative Agreement No. 19-33-004-00 with Southern California Regional Rail Authority for Construction of the Riverside Layover Facility Improvement Project

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 19-33-004-01, Amendment No. 1 to Agreement No. 19-33-004-00, between the Commission and Southern California Regional Rail Authority (SCRRA) for the construction of the Riverside Layover Facility Improvement project (Project) in the amount of \$99,999, plus a contingency amount of \$10,000, for an additional amount of \$109,999, and a total amount not to exceed \$281,999;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the cooperative agreement on behalf of the Commission; and
- 3) Authorize the Executive Director or designee to approve the use of a contingency, as may be required for these services.

BACKGROUND INFORMATION:

In December 2018 the Commission approved Cooperative Agreement No. 19-33-004-00 with SCRRA (Metrolink) to provide construction support services for the expansion of the existing Riverside–Downtown Metrolink Station Layover Facility from one storage track to three storage tracks. This increased layover capacity is required for the storage and servicing of trains providing existing Metrolink service. The Project is located at the north end of the existing Riverside–Downtown Station on right of way owned by the Commission.

On June 12, 2020, the Commission approved the award of Agreement No. 19-33-029-00 for the construction of the Riverside–Downtown Metrolink Station Layover Expansion Project to Reyes Construction (Reyes). As part of the contract work, Reyes was to remove and reuse the existing wayside power cabinet. Over the past year SCRRA has had issues with old cabinets of this type and notified Commission staff that the pre-existing wayside power cabinet must be replaced to ensure reliable operations for the newly expanded layover facility. SCRRA was in the process

of procuring similar units at a lower price than the Commission or Reyes could obtain; therefore, it was determined that the most cost-effective solution would be for SCRRA to procure and install the new cabinet. This would also preclude any delay claims from Reyes. The cost of the cabinet and installation services is estimated to be \$99,999. Staff recommends approval of the amendment for \$99,999 plus an additional \$10,000 contingency for any unanticipated issues. The additional costs will be funded by the same Federal Transit Administration (FTA) grant that paid for the original contract amount.

The following is a summary of the Commission's actions to date, including this amendment:

Commission Authorization			
	Amount	Contingency	Total
Original	\$ 156,200	\$ 15,800	\$ 172,000
<i>Amendment No. 1 (proposed)</i>	<i>99,999</i>	<i>10,000</i>	<i>109,999</i>
Total	\$ 256,199	\$ 25,800	\$ 281,999

Staff recommends authorization for the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission and for the Executive Director or designee to approve the use of a contingency, as may be required for these services.

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2020/21	Amount:	\$109,999
Source of Funds:	FTA grant			Budget Adjustment:	No
GL/Project Accounting No.:	653822 81304 00000 0000 265 33 81301				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	04/14/2021

Attachment: Draft Amendment No. 1 to Cooperative Agreement No. 19-33-004-00 with SCRRA

<p><i>Approved by the Western Riverside County Programs and Projects Committee on April 26, 2021</i></p>					
In Favor:	11	Abstain:	0	No:	0

AMENDMENT NO. 1
TO
COOPERATIVE AGREEMENT NO. 19-33-004-00
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
CONSTRUCTION OF THE RIVERSIDE LAYOVER FACILITY IMPROVEMENT PROJECT

This "Amendment No. 1" to the February 12, 2019 Cooperative Agreement No. 19-33-004-00 (herein referred to as the "AGREEMENT") for the Construction of the Riverside Layover Facility Improvement Project (herein referred to as the "PROJECT") is made and entered into as of the _____ day of _____, 2021, by and between the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd., Suite 1500, Los Angeles, CA 90017 and the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency, 4080 Lemon St, Riverside, California 92501 (hereinafter referred to as "COMMISSION" or "RCTC"). CITY and SCRRA may be referred to singly as "PARTY" and collectively as "PARTIES."

RECITALS:

COMMISSION and SCRRA executed the AGREEMENT on February 12, 2019 which established roles, responsibilities, funding and processes during construction of PROJECT located at the north end of the existing Riverside-Downtown Station on right-of-way (ROW) owned by RCTC. The existing North Layover Facility is located between railroad mileposts (MP) 9.75 and 9.92 on Riverside Layover at Riverside Station.

Through further site investigations and project development, it has been determined that the pre-existing Wayside Power Cabinet must be replaced to ensure reliable operations for the newly expanded Layover Facility.

COMMISSION and SCRRA desire to amend the AGREEMENT to increase the funding for SERVICES work to be performed by SCRRA and to update the estimated cost for said services by Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$99,999).

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. Article 5, Item S. is hereby added to read as follows:
S. To procure and install one (1) new wayside power cabinet, including modifications to existing main switchboard as required.
2. Article 6 is hereby amended to read as follows:
Notwithstanding any provisions of this Agreement to the contrary, COMMISSION and SCRRA mutually agree that COMMISSION's maximum cumulative payment obligation to SCRRA for the SERVICES (including SCRRA'S direct and indirect costs) shall be Two Hundred Sixty-Nine Thousand Three Hundred Ninety-nine Dollars (\$269,399), unless otherwise agreed upon by the Parties pursuant to a written amendment to this Agreement.
3. Article 9, Item N, Party's Address and Addressee are hereby amended to read as follows:

To COMMISSION	To SCRRA
Marlin Feenstra Capital Project Manager	Justin Fornelli, P.E. Chief, Program Delivery
Riverside County Transportation Commission	Southern California Regional Rail Authority
4080 Lemon Street Riverside, CA 92501	2558 Supply Street, Building A Pomona, CA 91767
Tel: (951) 787-7963	Tel: (909) 593-4291
Email: mfeenstra@rctc.org	Email: fornellij@scrra.net

4. Article 9, Item A. is hereby amended to read as follows:

Term of Agreement: This Agreement shall continue in full force and effect through January 1, 2023, unless terminated earlier by mutual written consent by both Parties.

In the event ICAP charges have not been billed due to an unapproved rate and paid by COMMISSION, this agreement shall be extended for one year.

'5. Exhibit "B" shall be replaced in its entirety with the included Exhibit "B" (Revision 1).

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this AMENDMENT No. 1 to Agreement No. 19-33-004-00 to be executed and attested by their duly qualified and authorized officials.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Stephanie N. Wiggins
Chief Executive Officer

By: _____
Anne Mayer
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Best Best & Krieger LLP

By: _____
Don O. Del Rio
General Counsel

By: _____
Steve DeBaun
General Counsel

Date: _____

Date: _____

COOPERATIVE AGREEMENT NO. 19-33-004-00
AMENDMENT NO. 1

EXHIBIT "B" (REVISION 1)
BUDGETED SCHEDULE AND COST

Date		25-Mar-21							
Cooperative Agreement		19-33-004-00							
SCRRA Project No.		419003							
Project Name		Riverside Layover Facility-Construction							
Schedule		11 Months Construction							
NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Persons	Total Hours			
A Project Management									
1	Meetings /Admin	11	2	4	1	88	HR	\$250.00	\$22,000.00
2	General Coordination / PM Work	11	1	6	1	66	HR	\$250.00	\$16,500.00
	Inter-Departmental Meetings	11	0.25	2	4	22	HR	\$250.00	\$5,500.00
	Document Reviews (Work Windows, SSWP,				2	16	HR	\$250.00	\$4,000.00
3	Construction Staging)								
4	Material Procurement (SCRRA Staff)					16	HR	\$250.00	\$4,000.00
	Sub-Total					192			\$52,000.00
B Track Support Services									
1	Track Inspection (track in/out service)					1	LS	\$5,000.00	\$5,000.00
	Sub-Total								\$5,000.00
C Communication & Signal Support Services									
1	C&S Maintenance Contractor Support					1	LS	\$5,000.00	\$5,000.00
	Sub-Total								\$5,000.00
D SCRRA Provided Material									
1	133 RE Relay Rail (does not include transport)					5,000	LF	\$10.00	\$50,000.00
	Sub-Total								\$50,000.00
E Permit Processing									
1	Safety Training by SCRRA Consultant					4	EA	\$1,000.00	\$4,000.00
2	SCRRA Cable Markings (includes refresh)					6	EA	\$500.00	\$3,000.00
3	Flagging Services					20	Days	\$1,750.00	\$35,000.00
	Sub-Total								\$42,000.00
Sub-Total (Items A-F)									\$154,000.00
Contingency (10%)									\$15,400.00
F Power Cabinet									
1	Wayside Power Cabinet & Hookup to MSB					1	LS	\$99,999.00	\$99,999.00
	TOTAL ESTIMATED COST								\$269,399.00
Notes:									
1	The cost of the SCRRA services shown is an estimate only and RCTC will reimburse SCRRA on the basis of actual costs and expenses.								
2	RCTC shall reimburse SCRRA the actual costs and expenses incurred by SCRRA and its contractors and consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management.								

AGENDA ITEM 8J

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Marlin Feenstra, Project Delivery Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Quarterly Reporting of Contract Change Order for Construction Contracts

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the past three months ending March 31, 2021.

BACKGROUND INFORMATION:

During the past quarter, January to March 2021, the Commission has had the following projects under construction:

1. Mid County Parkway Placentia project
2. I-15 Railroad Canyon Interchange project
3. SR-91 Pachappa Underpass project
4. SR-60 Truck Lanes project
5. Downtown Riverside Station Layover Facility project
6. I-15 Express Lanes project
7. SR-91 Corridor Operations project

In addition to the projects under construction, the Commission also had on-going Toll operations contracts.

1. I-15 Express Lanes project – Toll Services Provider (Kapsch)
2. I-15 / SR-91 Express Lanes Connector – Toll Services Provider (Kapsch)

DISCUSSION:

At the direction of the Executive Committee at its March 2021 meeting, a report will be filed each quarter listing the construction contract change orders that were issued in the previous quarter. The following table summarizes the Contract Changes Orders that occurred in the last quarter (3rd quarter of FY 2020/2021).

Contractor Change Orders executed in the 1st Quarter of FY 2021			
Project	CCO No.	Description	Amount
MCP Placentia Project	CCO 07	SCE civil work	\$250,000.00
	CCO 08	Drainage holes in existing barrier	\$2,500.00
	CCO 09	SWPPP maintenance sharing	\$50,000.00
	CCO 10	Ramp metering system revisions	\$4,793.00
I-15 Railroad Canyon Interchange Project	CCO 12	Grape St temporary street lighting	\$8,172.83
	CCO 14	Relocated city irrigation on Grape St	\$6,470.29
	CCO 16	Pavement delineation at Grape St / Mall entrance	\$70,541.12
	CCO 17	Retaining wall Grape St and Railroad Canyon Rd	\$79,000.00
	CCO 18	Slurry backfill to electrical trenches	\$70,000.00
	CCO 26	Maintain electrical	\$225,000.00
	CCO 28	Bridge joint seal replacement	\$30,000.00
	CCO 29	Grape St stamped concrete	\$47,611.96
	CCO 36	Type B joint seal replacement	\$75,918.00
SR-91 Pachappa Underpass Project	CCO 3s1	Additional speed control signage WB	\$21,056.80
	CCO 8	Grading to protect UPPR tracks	\$40,725.85
	CCO 10	Potholing & Miscellaneous Changes at DS-1	\$11,775.28
	CCO 11s2	Additional Welding, shoofly conduit & drain removal	\$7,500.00
	CCO 13	Revise UPPR cutover date	\$203,568.00
	CCO 14	Geosynthetic bond breaker at JCPC	\$3,077.63
	CCO 15	Water pollution control maintenance	\$8,900.00
SR-60 Truck Lanes Project	CCO 41	Revise EB cut slope requirements sta. 640 to 648	\$289,280.00
	CCO 44s1	Route 60 WB Edison pole #4775225, impacts to Stage 2 & 3 works	\$102,240.00
	CCO 56	Extension of Drainage Structure #4	\$16,784.00
	CCO 57	Metal guardrail treated wood disposal	\$10,000.00
Downtown Riverside Station Layover Facility Project	CCO 7s1	Remove hazardous materials	\$0.00
	CCO 12	HMAC quantity increase	\$570.00
I-15 Express Lanes Project	CCO 71	Reconciles the contract price due to lane closure charges for January 2020 through the week ended August 15, 2020.	(\$238,200.00)
	CCO 72	Lane closure liquidated damages 2019	(\$5,000.00)
	CCO 84	Adds drainage facilities to correct pavement ponding issues in the express lanes and outside general purpose lanes.	\$3,850,000.00
	CCO 85	Swaps Scope of Work with City of Corona's Cajalco Road Interchange Project.	\$0.00
	CCO 87	Lane closure liquidated damages 2019	(\$5,000.00)
	CCO 88	Repair damaged power conduit at Bedford Canyon	\$9,063.00
	CCO 89	Compensates Design Builder for differing site condition at 15/91 Bent 2 cast-in-drilled-hole.	\$208,000.00
	CCO 90	Extends express lanes maintenance through Jan 31, 2021.	\$63,880.00
	CCO 91	Extends Project insurances.	\$46,546.00
	CCO 92	Extends express lanes maintenance through March 20, 2021.	\$73,347.00
	CCO 93	Revises the Project's south end final striping configuration.	\$406,943.00
	CCO 95	Extends Express Lanes Maintenance Through April 10, 2021.	\$63,423.00
SR-91 C.O.P	CCO 07	T&M work - clean existing drainage system, remove existing foundation, repair existing electrical, remove boulders	\$50,000.00
I-15 Express Lanes Project - Toll Services Provider (Kapsch)	CCO 16	Splicing of electronic toll and TMS fiber on SR-91 to redundant fiber on I-15.	\$102,141.00
	CCO 17	Read point/tolling cabinet electrical code issue.	\$17,740.00
I-15/ SR-91 Express Lanes Connector - Toll Services Provider (Kapsch)	CCO 5s1	Provides for Supplemental 1 to CCO 5 to remove DBE requirement, modify liquidated damages delays, and add equipment costs.	\$426,795.00

Approved by the Budget and Implementation Committee on April 26, 2021

In Favor: 11 Abstain: 0 No: 0

AGENDA ITEM 8K

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Sheldon Peterson, Rail Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Low Carbon Transit Operations Program Resolution

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION

This item is for the Commission to adopt Resolution No. 21-005, *“Resolution of the Riverside County Transportation Commission Regarding Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program for the Expanded Perris Valley Line Operations Project Fiscal Year 2022 Funds in the Amount of \$864,540”*.

BACKGROUND INFORMATION:

The Commission’s Commuter Rail Program applies for various federal and state funds that are necessary to fund rail projects within Riverside County. There is also the need for grants to meet the Commission’s annual funding responsibility related to rail operations and capital projects. The Commuter Rail Program is currently seeking approval to obtain Low Carbon Transit Operations Program (LCTOP) grant funding which is available through the California Department of Transportation in the amount of \$864,540. This project would be for the Expanded Perris Valley Line (PVL) Operations FY 2021/22 that will continue to fund the previously added weekend service. This is an eligible project since it reduces GHG emissions and supports Metrolink’s effort to increase mode share.

As required by the LCTOP grant guidelines, Resolution No. 21-005 is needed to authorize use of the funds on PVL operations and authorize the Executive Director to execute the certifications and assurances and authorized agent forms. The resolution is required to submit and file the grant; therefore, staff recommends approval of the resolution related to the FY 2021/22 LCTOP grant.

FISCAL IMPACT:

Funding received from this grant is included in the FY 2021/22 budget and will be reflected in Commission’s FY 2021/22 Short Range Transit Plan.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2021/22	Amount:	\$864,540
Source of Funds:	LCTOP			Budget Adjustment:	No
GL/Project Accounting No.:	034198 415 41511 0000 103 25 41501				
Fiscal Procedures Approved:	<i>Theresa Iuvino</i>			Date:	04/13/2021

Attachment: Resolution No. 21-005

<p><i>Approved by the Western Riverside County Programs and Projects Committee on April 26, 2021</i></p>					
In Favor:	11	Abstain:	0	No:	0

RESOLUTION NO. 21-005

**RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION
REGARDING AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM FOR THE
EXPANDED PERRIS VALLEY LINE OPERATIONS PROJECT FISCAL YEAR 2022
FUNDS IN THE AMOUNT OF \$864,540**

WHEREAS, the Riverside County Transportation Commission is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Riverside County Transportation Commission wishes to delegate authorization to execute these documents and any amendments thereto to Anne Mayer, Executive Director; and

WHEREAS, the Riverside County Transportation Commission wishes to implement the LCTOP project listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Riverside County Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Anne Mayer, Executive Director be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Riverside County Transportation Commission that it hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY 2020-21 LCTOP funds:

List project(s), including the following information:

Project Name: Expanded Perris Valley Line Operations FY 2022

Amount of LCTOP funds requested: \$864,540

Short description of project:

Funding will be used for operating costs associated to expand the commuter rail Perris Valley Line.

Contributing Sponsor: Not applicable

APPROVED AND ADOPTED this 12th day of May 2021.

Jan C. Harnik
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Monica M. Morales, Senior Management Analyst Lorelle Moe-Luna, Multimodal Services Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Measure A Specialized Transit Award Recommendations for Fiscal Years 2021/22 – 2023/24

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the staff recommendations for the Measure A Western Riverside County Specialized Transit Program Fiscal Year (FY) 2021/22 - 2023/24 Call for Projects totaling \$8,951,257;
- 2) Approve an allocation of \$150,000 for a specialized transit pilot program for the city of Menifee (City);
- 3) Direct staff to prepare agreements with the award recipients to outline the scope, project schedules, and local funding commitments; and
- 4) Authorize the Chair or Executive Director to execute the agreements with the award recipients, pursuant to legal counsel review.

BACKGROUND INFORMATION:

The 2009 Measure A Expenditure Plan allocates approximately 11.6 percent of the annual revenues from the 2009 Measure A Western County program to public transit. The public transit allocation is then distributed among five programs, namely: specialized transit services, specialized transit-consolidated transportation service agency operations, commuter rail, intercity bus, and commuter services. The Measure A Specialized Transit Program receives about 1.9 percent of the 2009 Measure A Western County program revenues, or a 16.4 percent share of the 11.6 percent for public transit. The program provides funding to benefit older adults, persons with disabilities, and/or those that are most vulnerable and truly needy in Western County. In Western County, this funding has been distributed through a competitive process to a wide array of non-profit and community organizations that serve these constituencies for specialized transit services for persons with disabilities and older adults.

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

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

Projects that are eligible under the program include operating and capital projects such as senior transportation shuttles, non-emergency medical transportation services, bus pass/voucher programs, mileage reimbursement programs, travel training, vehicle and maintenance equipment, communications and dispatch equipment, and mobility management.

Providing funding to non-profit providers of transit services for persons with disabilities, low income, and senior citizens has long been a priority of the Commission. The voter-approved 1989 and 2009 Measure A Expenditure Plans specify funding allocations for the provision of this type of service provided by transit operators and non-profit agencies.

DISCUSSION:

The fifth program cycle is set to expire on June 30, 2021. At its January 2021 meeting, the Commission directed staff to release the program guidelines and application for the FYs 2021/22 – 2023/24 Measure A Western Riverside County Specialized Transit Call for Projects and approved the funding allocation. The Call for Projects was released to the public on January 13, 2021 and applications were due February 17, 2021. The following table is a summary of the total available funds covering FYs 2021/22 through 2023/24.

FISCAL YEARS 2021/22-2023/24		
Funding Source	Fiscal Year	Total
2009 Measure A	2022	\$2,891,000
2009 Measure A	2023	\$2,920,000
2009 Measure A	2024	\$2,949,000
	TOTAL	\$8,760,000

A total of 19 operations and capital project proposals were received from 16 agencies, totaling \$9,717,000 in requests. To evaluate and score the projects, one staff member from the San Bernardino County Transportation Authority, Riverside Transit Agency, and SunLine Transit Agency participated on the evaluation panel. Additionally, three Commission staff members

evaluated applications, for a total of six evaluators. The scoring criteria outlined in the approved program guidelines were used by the evaluation committee.

After final scores and analysis, staff determined that some applications exceeded the maximum amount allowable per project and/or included non-eligible expenses. Upon final negotiations with applicants, it was determined that the 3-year program would be oversubscribed by \$191,257; however, staff determined that the funding for this Call for Projects could be increased by \$191,257 due to available fund balance. Staff recommends the approval of the awards summarized in Attachment 1 for a total allocation of \$8,951,257 for this Call for Projects.

In addition, staff recommends an award of \$150,000 to the City for a specialized transit pilot project. The City submitted an application in the Call for Projects for a Dial-A-Ride Voucher Program; however, it was determined that the request was not consistent with the Specialized Transit goals since it would create new Dial-A-Ride trips rather than mitigating growth on the more costly service. The City hoped, that through this voucher program, it would be able to gather information to develop a more robust specialized transit service for its residents in the future. Commission staff recognizes that the City has a need to address the specialized transportation population given the large senior community in Sun City. In discussion with City staff, the City opted to rescind its application and it was recommended that a more detailed analysis be completed prior to the deployment of a new program or service. Staff recommends that a capacity building pilot project commencing with a market study be completed in collaboration with the City to do the following:

- Conduct a tailored city-level market analysis of its seniors/disabled/low-income population, including surveys, community meetings, and outreach with local social service agencies;
- Provide education and outreach on the existing resources such as the Transportation Reimbursement and Information Project (TRIP), a volunteer driver mileage reimbursement program and others that already exist;
- Conduct a mini symposium and bring in other small non-profit providers in the Measure A network to share best practices, experiences, and project development ideas;
- Conduct other market research in which a subsidy program with a transportation network company such as Uber or Lyft might be an option; and
- Provide practical recommendations that the City may take to deploy a pilot program.

Funding for this study will be led by the Commission and will be included in the FY 2021/22 budget. Staff recommends that the Commission approve \$150,000 of Measure A Specialized Transit funds for a pilot project pending the recommendations of the study. The pilot project is consistent with the program goals and strategies to build capacity for expanded transportation options and can also be used as a model for other cities and communities in the county who require similar services.

There is no financial impact on the FY 2020/21 budget. Measure A Specialized Transit funds for the recommended awards are included in the proposed FY 2021/22 budget and will be budgeted for in FYs 2022/23 and 2023/24 through the regular budget process.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2021/22 FY 2022/23+	Amount:	\$3,500,000 \$5,601,257
Source of Funds:	2009 Measure A Western County Specialized Transit			Budget Adjustment:	No N/A
GL/Project Accounting No.:	260 26 86101 \$8,733,887 Specialized Transit Operating 260 26 86102 \$367,370 Specialized Transit Capital				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	04/14/2021

Attachment: FY 2021/22 – 2023/24 Measure A Specialized Transit Call for Projects Award Recommendations

<i>Approved by the Western Riverside County Programs and Projects Committee on April 26, 2021</i>					
In Favor:	11	Abstain:	0	No:	0



FY2022-2024 PROJECT REQUEST AND RECOMMENDATION FUNDING SUMMARY

Applicant	Project Type	Project Name	Mean Score	Total 3 Year Project Cost	Total 3 Year Measure A Award	Required Match
1 Care A Van	Directly Operated Transportation Service	Care A Van Transit	85	\$ 1,510,430	\$ 996,884	\$ 513,546
2 Independent Living Partnership	Mileage Reimbursement	TRIP Western Riverside	84	\$ 3,631,716	\$ 1,519,752	\$ 2,111,964
3 Friends of Moreno Valley	Directly Operated Transportation Service	Mo-Van	84	\$ 528,085	\$ 297,585	\$ 230,500
4 Boys & Girls Club Southwest County	Directly Operated Transportation Service	Before & After School ST program	82	\$ 908,050	\$ 599,313	\$ 308,737
5 Exceed	Directly Operated Transportation Service	Hemet Transportation	80	\$ 664,860	\$ 244,860	\$ 420,000
6 Boys & Girls Menifee Valley	Directly Operated Transportation Service	Ride to Success	80	\$ 599,307	\$ 395,543	\$ 203,764
7 US Vets	Directly Operated Transportation Service	Initiative Transportation Riverside	79	\$ 230,644	\$ 152,225	\$ 78,419
8 RUHS - Medical Center	Directly Operated Transportation Service	MC Transportation Program	77	\$ 2,764,838	\$ 1,576,860	\$ 1,187,978
9 Voices for Children	Mileage Reimbursement	Mileage Reimbursement Program	77	\$ 588,151	\$ 388,180	\$ 199,971
10 Forest Folk	Directly Operated Transportation Service	Idyllwild Area Shuttle Service	76	\$ 254,848	\$ 167,848	\$ 87,000
11 City of Norco	Directly Operated Transportation Service	Seniors on the Move Transp Program	76	\$ 382,818	\$ 252,661	\$ 130,157
12 Operation SafeHouse	Directly Operated Transportation Service	Main St. Transitional Living & Permanent Supportive Housing Program	74	\$ 171,710	\$ 113,329	\$ 58,381
13 Care Connexus	Directly Operated Transportation Service	Specialized Transportation	74	\$ 1,210,806	\$ 799,132	\$ 411,674
14 Care Connexus Capital	Capital Vehicle Purchase (3 Buses)	Specialized Transportation	72	\$ 225,000	\$ 112,500	\$ 112,500
15 RUHS - Behavioral Health Capital	Capital Vehicle Purchase (2 Vans, 2 Sedans)	Transportation Change	70	\$ 144,000	\$ 72,000	\$ 72,000
16 RUHS - Medical Center Capital	Capital Vehicle Lease (3 Vans)	Transportation Program	69	\$ 365,740	\$ 182,870	\$ 182,870
17 RUHS - Behavioral Health	Directly Operated Transportation Service	Transportation Change	68	\$ 1,589,245	\$ 1,048,901	\$ 540,343
18 Michelle's Place	Travel Training/ Assistance	Treatment Travel Assistance Program	55	\$ 46,690	\$ 30,815	\$ 15,875
				\$ 15,816,937	\$ 8,951,257	\$ 6,865,680
				367,370 Capital		
				8,583,887 Operating		

AGENDA ITEM 10

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	May 12, 2021
TO:	Riverside County Transportation Commission
FROM:	Sheldon Peterson, Rail Manager Lorelle Moe-Luna, Multimodal Services Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Coachella Valley-San Gorgonio Pass Rail Corridor Tier 1 Program Draft Environmental Impact Statement/Environmental Impact Report

STAFF RECOMMENDATION:

This item is for the Commission to receive and file an update on the Coachella Valley-San Gorgonio Pass Rail Corridor Service Planning Study with the imminent release of the Draft Tier 1 Program Draft Environmental Impact Statement/Environmental Impact Report.

BACKGROUND INFORMATION:

In October 2013, the Commission approved Resolution No. 13-042, *“Resolution of Support to Establish Daily Intercity Rail Service from Los Angeles to the Coachella Valley Via the Pass Area,”* in which the Commission committed to overseeing preparation of a Service Development Plan (SDP) in coordination with the Caltrans Division of Rail and Mass Transit and the Federal Railroad Administration (FRA) as the next step toward establishing daily rail service between Los Angeles and the Coachella Valley.

In May 2014, following a competitive procurement process, the Commission awarded a contract to HDR to prepare a full SDP starting with an Alternatives Analysis (AA), followed by an SDP and program-level Environmental Impact Statement (EIS)/Environmental Impact Report (EIR).

In July 2016, the AA was completed and accepted by the Commission and FRA with the recommendation of a preferred route to be carried forward for analysis in an SDP and Tier 1 EIS/EIR. The preferred route, as shown in Figure 1 below, would run from Los Angeles Union Station, through Fullerton, Riverside, and the San Gorgonio Pass, to Indio or Coachella, operating primarily over tracks owned by the BNSF Railway (BNSF) from Los Angeles to Colton, and tracks owned by the Union Pacific Railroad (UP) between Colton and Indio or Coachella. Included in the AA was a market analysis that identified a projected 47 percent increase in travel over the next 20 years between Los Angeles and Coachella Valley and a projected 23 percent population increase by 2035 for the four counties comprising the corridor (Los Angeles, Orange, Riverside, and San Bernardino). Additionally, the analysis found that Coachella Valley is expected to double its population and the San Gorgonio Pass Area is projected to increase 134 percent by 2035.

Since the commencement of the EIS/EIR and SDP, public project scoping has been completed, a comprehensive operational model of the rail corridor has been developed, conceptual engineering and service operations plan have been completed, and technical studies have been

prepared to evaluate the impacts of implementing the service; now the program-level environmental document is complete and will soon be released for public review and comment.

Figure 1: Proposed Coachella Valley – San Gorgonio Pass Rail Corridor



Tier 1 EIS / Program EIR

Tiered/Programmatic Environmental Process

The environmental analysis currently being conducted is a Tier 1 Program Environmental Impact Statement/Environmental Impact Report (EIS/EIR), in accordance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Tiering is a staged environmental review process used for complex transportation projects. The Tier 1 Program EIS/EIR evaluates a reasonable range of alternatives and will recommend a preferred alternative within the study area. To make sure the freight and passenger trains can run on time, the build alternatives anticipate additional track infrastructure improvements along the route.

Alternatives and Service Options Being Studied

The Tier 1 Program EIS/EIR analyzes the impacts of a No Build Alternative (no new passenger rail service) and a Build Alternative with three service options:

Build Alternative Service Options

Option	Daily Train Trips	Eastern Terminus	# Stations east of Colton	New Third Track in Eastern Section
#1	Two round trips daily	Coachella	6	Colton to Coachella
#2	Two round trips daily	Indio	5	Colton to Indio
#3	Two round trips daily	Indio	5	Colton to approx. mid-Coachella Valley

Tiered Environmental Analysis

The Tier 1 Program EIS/EIR environmental analysis identifies potential impacts caused by operating the service and constructing infrastructure (primarily tracks and stations). Specific

station locations and track designs will not be identified at this stage of the project. Tier 1 address broad questions and environmental effects of the overall project; however, it will not address location-specific details. Subsequent Tier 2 Project-level environmental studies would be needed to analyze site-specific impacts based on the infrastructure improvements and station sites identified in later studies.

Environmental topics analyzed in the Tier 1 Program Draft EIS/EIR:

- | | |
|--|---|
| <ul style="list-style-type: none"> ○ Land Use and Planning ○ Transportation ○ Visual Quality and Aesthetics ○ Air Quality and Greenhouse Gases ○ Noise and Vibration ○ Jurisdictional Waters and Wetland Resources ○ Biological Resources ○ Floodplains, Hydrology, and Water Quality ○ Geology, Soils, Seismicity, and Paleontological | <p style="text-align: center;">Resources</p> <ul style="list-style-type: none"> ○ Hazards and Hazardous Materials ○ Public Utilities and Energy ○ Cultural Resources ○ Parklands and Community Services ○ Safety and Security ○ Socioeconomics and Communities Affected ○ Cumulative Effects ○ Environmental Justice Effects ○ Section 4(f)/6(f) |
|--|---|

EIS/EIR Public Review Process

The Draft EIS/EIR is anticipated to be released for public review on May 21 for 45 days with virtual public hearings scheduled for Tuesday June 22 and Saturday June 26. The Notice of Determination will be issued following action by the RCTC Commission to adopt the Program EIR.

Release Draft EIS/EIR for Public Review	May 21, 2021
Virtual Public Hearing #1	June 22, 2021
Virtual Public Hearing #2	June 26, 2021
End of Public Review Period	July 6, 2021
Prepare Response to Comments	Summer/Fall 2021
Record of Decision (EIS)	November 2021
Notice of Determination (EIR)	December 2021

Service Development Plan

Progress continues on the Service Development Plan as well. The plan will analyze the service to determine the infrastructure needs, routing, connections, and stations. It will develop costs, equipment needs, ridership and revenue forecasts, benefit-cost and economic Impact and

implementation and phasing. Operational modeling is also included to determine the most effective infrastructure needed to have both passenger and freight trains run on schedule with minimal delays. The target is for the complete Service Development Plan to be finalized and approved at the same time as the Commission adopts the Program EIR in December 2021.

FISCAL IMPACT:

This update has no fiscal impact.

Attachment: Project Fact Sheet



Program Environmental Document
and Service Development Plan



Coachella Valley-San Gorgonio Pass Rail Corridor Service

Project Highlights

- Connecting Coachella Valley and Los Angeles: Approximately 144 miles on an existing rail corridor, mostly parallel to I-5, Route 91, and I-10
- Serving the Counties of: Los Angeles, Orange, Riverside and San Bernardino
- Eastern Endpoint: Cities of Indio or Coachella in Riverside County
- Western Endpoint: Los Angeles Union Station in Los Angeles County
- Approximate trip time: 3 hours and 15 minutes
- People traveling through San Gorgonio Pass: Approximately 160,000 per day
- Proposed Service: Two daily round-trips
- Stations: Enhance access to four existing stations and potential to add five new passenger rail stations over time
- Adding: Tracks at selected locations to enhance train travel speeds, minimize delays, and maintain safety

Environmental Milestones

Milestones	Timeline
Prepare Tier 1/Program Level Draft EIS/EIR	Winter 2020/21
Notice of Availability/Notice of Completion	Spring 2021
Release of Tier 1/Program Level Draft EIS/EIR	Spring 2021
Prepare Tier 1/Program Level Final EIS/EIR	Fall 2021
Record of Decision/Notice of Determination	December 2021

Agency Partners



Program Overview

The proposed Coachella Valley-San Gorgonio Pass Rail Corridor (Coachella Valley Rail) extends approximately 144 miles between downtown Los Angeles and the Coachella Valley. The Riverside County Transportation Commission (RCTC), in coordination with the California Department of Transportation (Caltrans) and the Federal Railroad Administration (FRA), is working to bring passenger rail service as an alternate mode of travel across Southern California, connecting desert communities and attractions with Los Angeles, Orange County, and the Inland Empire.

The program proposes operating two daily round-trips between Los Angeles Union Station and Indio or Coachella, with morning and evening departures from each end. Passenger service is expected to take about 3 hours and 15 minutes, which is comparable to trips made by cars on congested highways connecting these communities, such as I-5, Route 91, and I-10.



Project History

- 1991**
 Initial Feasibility Studies: Evaluated one or two daily long-distance rail round-trips between Los Angeles and Indio
- 2010-2013**
 Additional Feasibility Studies
- 2013-2016**
 Market Assessment/Alternatives Analysis: Evaluated five alternatives to determine the preferred alignment
- July 2016**
 Finalized Alternatives Analysis/Preferred Route Advances for Environmental Studies: Proceeded with preferred route through Fullerton and Riverside to be carried forward for analysis in the Service Development Plan and Tier 1/Program EIS/EIR
- Fall 2016 – Spring 2021**
 Tier 1/Program EIS/EIR: Held public scoping meetings and completed studies for Draft EIS/EIR for public review

Environmental Process

The environmental analysis currently being conducted is a Tier 1/Program Environmental Impact Statement/Environmental Impact Report (EIS/EIR), in accordance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The Tier 1/Program Draft EIS/EIR is anticipated to be released for public review in spring 2021 for 45 days with virtual public hearings. Future Tier 2/Project NEPA/CEQA documents will be prepared when funding is identified. RCTC is actively seeking funding opportunities to advance the program.

The Tier 1/Program Draft EIS/EIR identifies potential impacts caused by operating the service and constructing infrastructure (primarily tracks and stations). Specific station locations and track designs will not be identified at this stage of the program. The Tier 1/Program will address broad questions and environmental effects of the overall program; however, it will not address location-specific details or authorize construction.

The Tier 1/Program Draft EIS/EIR analyzes 18 environmental resource topics and reflects comments received during the 2016 public scoping process. Concurrently, a Service Development Plan (SDP) is being finalized to provide a high-level conceptual operations plan. Modeling is being conducted so that passenger and freight rail operations can perform efficiently.

Project Milestones







How to Participate

RCTC, Caltrans, and the FRA encourage your participation in the environmental review process. The Tier 1 Program/Draft EIS/EIR for the Coachella Valley–San Geronio Pass Rail Corridor Service is anticipated for release in spring 2021.

Virtual public hearings will be held to solicit comments about the Tier 1/Program Draft EIS/EIR. Please watch for dates of these public hearings and how to submit comments during the 45-day public review period.

Contact Us

Please contact us to stay informed and share your thoughts on this proposed project.



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CVRailProject



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