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TDA Article 3 (SB 821) Bicycle and Pedestrian Facilities

Biennial Call for Projects Guidelines

FY 2023/2024



Background/Funding Capacity:

TDA Article 3, or SB 821, the Bicycle and Pedestrian Facilities Program, is provided through the Transportation Development Act (TDA), funded through a ¼ cent of the general sales tax collected statewide. The TDA provides two major sources of funding for public transportation: the Local Transportation Fund (LTF) and the State Transit Assistance (STA). The LTF provides funding for essential transit and commuter rail services, TDA Article 3/SB 821 and planning. Each year, two percent of the LTF revenue is made available for use on bicycle and pedestrian facility projects through TDA Article 3/SB 821 program. This is a discretionary program administered by the Commission. Based on the FY 2022/23 mid-year adjustments, FY 2023/24 apportionments, and project savings, the amount available for programming in the 2023 TDA Article 3/SB 821 Call for Projects is an estimated \$6,901,202.

Eligible Applicants:

Per TDA, Riverside County cities and the County are eligible to submit applications.

Each city is eligible to submit up to three applications, and Riverside County is eligible to submit two applications per Supervisory District.

Each application is limited to a maximum request of 10% of the current Call for Projects programming capacity. For this cycle, each application is limited to \$690,120.

For total award, each agency is limited to 20% of the current Call for Projects programming capacity. For this cycle, each agency is limited to \$1,380,240.

Program Schedule:

The SB 821 Call for Projects occurs on a biennial basis, with a release date on the first Monday in February and a close date on the last Thursday in April. Per Commission’s Article 3/SB 821 adopted policies, awardees receiving an allocation have 36 months from award, defined as July 1 of the Call for Projects fiscal year cycle to complete construction and submit final claim forms. Where substantial progress or compelling reason for delay can be shown, awardees may be granted time extensions in twelve-month increments at the discretion of the Executive Director.

Calendar

<i>February 6, 2023</i>	<i>Call for Projects released. Guidelines and application available on Commission webpage and Rivtrack.</i>
<i>February 7 – April 20, 2023</i>	<i>One-on-One Sessions on program eligibility and guidance with RCTC Staff are available on requests. Submit requests to Jenny Chan at jchan@rctc.org</i>

<i>April 27, 2023 @ 5:00 p.m.</i>	<i>Proposals due to RCTC via Rivtrack.</i>
<i>May 11, 2023</i>	<i>Evaluation Committee scores proposals</i>
<i>June 14, 2023</i>	<i>Present recommended funding allocation to Commission for project award.</i>
<i>July 1, 2023</i>	<i>Project Start</i>
<i>October 1, 2023</i>	<i>Deadline to Execute MOU with Commission</i>
<i>July 1, 2026</i>	<i>Project Completion</i>

Eligible Projects:

Per TDA, eligible projects include:

- 🚲 Construction, including related engineering expenses, of bicycle and pedestrian facilities, or for bicycle safety education programs.
- 🚲 Maintenance of bicycling trails, which are closed to motorized traffic.
- 🚲 Maintenance and repairs of Class I off-street bicycle facilities only.
- 🚲 Restriping Class II bicycle lanes.
- 🚲 Facilities provided for the use of bicycles that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
- 🚲 Development of comprehensive bicycle and pedestrian plans (limitations apply). Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities.

Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.

One-on-One Sessions:

RCTC Staff is available for one-on-one sessions with interested applicants to discuss project eligibility, scoping and any other program guidance. Sessions will occur between February 7 to April 20, 2023. Please note, applications are due on April 27, 2023, at 5:00 P.M.

Please contact Jenny Chan (jchan@rctc.org/(951) 787-7924)) to schedule a one-on-one session.

Project Proposal Submittal Process:

The FY23/24 SB 821 Call for Projects guidelines will be posted on the Commission webpage at <http://rctc.org/sb821call> on Monday, February 6, 2023. Project proposals are due on Thursday, April 27, 2023 by 5:00 p.m.

Submit completed project applications through [Rivtrack](#). Applicants are required to register an account with Rivtrack or utilize their existing Rivtrack account. Please note, draft applications can be saved in Rivtrack before submitting to RCTC.

Training to submit an application in Rivtrack is available here: [Module 3 Submit Grant Application.mp4](#)

Please contact Jenny Chan (jchan@rctc.org)/(951) 787-7924) if you have any questions regarding the submittal process or for any other questions.

Evaluation Criteria:

DESTINATIONS SERVED (14 pts) – Two points will be awarded for each destination served by the proposed project (e.g. employment center, school/college, retail center, downtown area, park or recreation facility, library, museum, government office, medical facility) up to a maximum of 14 points. **Must include map on listing all destinations served.*

- For pedestrian projects, destinations served must be within a ¼-mile or less radius of the proposed project.
- For bicycle projects, destinations served must be within a two-mile or less radius of the proposed project.

SAFETY (15 pts) – The extent to which the proposed project will increase safety for the non-motorized public. Additionally explain any safety countermeasures or safety enhancement features included in the project scope, such as rectangular rapid flashing beacons, bicycle box, see (<https://safety.fhwa.dot.gov/provencountermeasures/>). Points will be given for any combination of the following project characteristics: no existing shoulder within project limits, no existing/planned sidewalk or bike route/lane/path adjacent to the project; and/or by providing: documented pedestrian/bicycle collision history, most current and valid 85th percentile speed of motorized traffic in project limits, photos of existing safety hazards project will address, existing pedestrian/bicycle traffic counts, student attendance figures for school served by project.

MULTIMODAL ACCESS (6 pts) – One point will be awarded for each transit route, Metrolink stations, or park and ride facility, bicycle lanes, sidewalks or crosswalks improved by the proposed project up to a maximum of six points. **Must include map listing all transit stops or park and rides served.*

- For pedestrian projects, transit stops served must be within a 3/4-mile or less radius of the proposed project.
- For bicycle projects, transit stops served must be within a two-mile or less radius of the proposed project.

MATCHING FUNDS (10 pts) – One point is awarded for each 5% of match provided by the local agency, for a maximum of 10 points at a 50% match. **Supporting documentation of proposed match must be included.*

POPULATION EQUITY (5 pts) – Points for population equity is calculated by RCTC Staff. Population equity is scored by comparing the agency’s total SB 821 allocation received in the last ten fiscal years versus the agency’s share based on per capita basis. RCTC Staff calculates the ratio between the two factors and assigns points based on the table below.

Ratio of Total Allocation to Per Capita	
0.80 – 0.99	1 Point
0.60 – 0.79	2 Points
0.40 – 0.59	3 Points
0.20 – 0.39	4 Points
0 – 0.19	5 Points

The equity table for the 2023 SB 821 Call for Projects is provided on the following page.

Agency	Share	Points	Population	Percent Population
Banning	0.59	3	30,325	1.33%
Beaumont	0.49	3	40,876	1.79%
Blythe	0	5	14,237	0.62%
Calimesa	0	5	8,231	0.36%
Canyon Lake	0	5	10,826	0.47%
Cathedral City	0.68	2	52,595	2.31%
City of Eastvale	1.87	0	59,185	2.60%
City of Jurupa Valley	0.49	3	97,774	4.29%
Coachella	5.14	0	43,633	1.91%
Corona	0.15	5	159,132	6.98%
Desert Hot Springs	3.91	0	28,001	1.23%
Hemet	0.84	1	81,537	3.58%
Indian Wells	0.38	4	5,137	0.23%
Indio	0.67	2	82,398	3.61%
La Quinta	0.75	2	39,032	1.71%
Lake Elsinore	2.89	0	56,718	2.49%
Menifee	1.49	0	83,716	3.67%
Moreno Valley	0.95	1	199,258	8.74%
Murrieta	0	5	106,425	4.67%
Norco	0.36	4	26,582	1.17%
Palm Desert	0.17	5	50,417	2.21%
Palm Springs	1.61	0	46,135	2.02%
Perris	0.62	2	72,103	3.16%
Rancho Mirage	6.11	0	17,745	0.78%
Riverside County	1.15	0	368,345	16.16%
Riverside, City of	0.49	3	314,034	13.77%
San Jacinto	0.34	4	45,563	2.00%
Temecula	0.17	5	106,289	4.66%
Wildomar	5.93	0	33,718	1.48%

Evaluation Committee:

The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests and geographic areas, such as: accessibility, bicycling, Coachella Valley, Western Riverside, public transit, and the region. Staff, consultants, and other representatives from agencies submitting project proposals will not be eligible to participate on the evaluation committee that year.

Allocation:

Based on the results of the evaluation committee's scores, staff will develop a recommended funding allocation. Starting from the highest ranked project on the list, the full amount requested will be allocated until a project cannot be fully funded. The allocation recommendation will be presented to the Commission for final approval on June 14, 2023.

If a project cannot be fully funded, RCTC may recommend partial funding for award.

If there is insufficient funding to award all projects with the same score, RCTC may recommend funding based on, in order of priority, safety question, then construction readiness.

Memorandum of Understanding:

Per Commission's SB 821 adopted policies, awardees receiving an allocation have 36 months upon award, defined as July 1 of the Call for Projects fiscal year cycle to complete construction and submit final claim forms. Memorandum of Understandings (MOU) shall be executed by October 1, 2023. A sample MOU is provided in Exhibit A.

Where substantial progress or compelling reason for delay can be shown, awardees may be granted time extensions in twelve-month increments at the discretion of the Executive Director. Extension requests will be submitted to RCTC via Rivtrack.

Claims:

The claim form is to be used to claim reimbursement for approved SB 821 projects. Adequate supporting documentation substantiating the cost of the claim is required. Supporting documentation are: before and after pictures of project site, copy of notice of completion, and copies of paid invoices from project contractor. Claims will be submitted to RCTC via Rivtrack.

Exhibit A: Sample Memorandum of Understanding

[Model Agreement for FY 23/24]

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND
PEDESTRIAN FACILITIES PROGRAM**

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement (“AGREEMENT”) is entered into as of _____, 2021 (“Effective Date”), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and the _____ (“RECIPIENT”). RCTC and RECIPIENT may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.
- B. Under RCTC’s SB 821 Bicycle and Pedestrian Facilities Program (“PROGRAM”), cities and counties in the County of Riverside are notified of the availability of PROGRAM funding and a call for projects (“CALL FOR PROJECTS”) is anticipated to be issued biennially by RCTC.
- C. On February ____, 2021, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2021/22 PROGRAM funding, which applications were reviewed in accordance with the applicable evaluation criteria included in the CALL FOR PROJECTS.
- D. Based on the application attached as Attachment 1 and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed _____ (“PROJECT”).
- E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

- 1. Incorporation of Recitals. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.
- 2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed _____ (\$ _____), to be used exclusively for reimbursing the RECIPIENT for eligible

expenses as described herein (“FUNDING AMOUNT”). RECIPIENT acknowledges and agrees that the FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of RECIPIENT, and RCTC will not contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless otherwise mutually agreed to in writing by the PARTIES. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) days of a written request by RCTC unless RECIPIENT can demonstrate in writing, subject to written approval by RCTC in its sole discretion, the following: (i) valid reason for why PROJECT costs were significantly lower than the estimate included in RECIPIENT’s attached application for funding, and (ii) written proposal for how any unused FUNDING AMOUNT will be used for a proposal to support the PROJECT or other use that supports the goals and requirements of the PROGRAM.

2.1 Eligible Project Costs. Reimbursement for PROJECT costs (“REIMBURSEMENT”) may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 *et seq.*), which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work included in the application, attached as Attachment 1 (“SCOPE OF WORK”). All PROJECT costs not included in the SCOPE OF WORK and not expressly permitted under Article 3 of the Transportation Development Act and the PROGRAM policies shall be considered ineligible for REIMBURSEMENT. In the event the SCOPE OF WORK needs to be amended, RECIPIENT shall submit a letter requesting such amendment, the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement for written approval by RCTC, which approval is subject to RCTC’s discretion.

In the event of any ambiguity between this AGREEMENT, PROGRAM policies, and applicable law, the following order of precedence will govern: (1) Applicable law; (2) PROGRAM policies; (3) this AGREEMENT. In the case of any conflict between this Agreement and any of its attachments, the body of this Agreement shall govern.

2.2 Timing for Project Completion. In accordance with the PROGRAM policies attached hereto as Attachment 2, RECIPIENT has thirty six (36) months to complete the PROJECT from the date of this AGREEMENT, unless otherwise agreed to in writing by the PARTIES. If the PROJECT is not completed within 36 months, RCTC shall have the sole discretion to delete the PROJECT from the PROGRAM and reprogram the funding for future approved PROGRAM projects. RECIPIENT will not be reimbursed until the PROJECT is accepted as complete in writing by RCTC following the submission of the PROGRAM funding claim form (“CLAIM FORM”) attached hereto and incorporated herein as Attachment 3. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a letter to RCTC requesting an extension of time to complete the PROJECT with an explanation of why the PROJECT cannot be completed under the existing schedule for completion included as Attachment 1, attached hereto and incorporated herein. Before and after PROJECT photographs

must be included with the CLAIM FORM upon PROJECT completion, as well as copies of paid invoices and any other backup requested for repayment and audit purposes.

2.3 Increases in Project Funding. The FUNDING AMOUNT may, at RCTC's sole discretion, be augmented with additional PROGRAM funds and local agency match funds proportionate to the amounts included in Section 3 if there is a FUNDING AMOUNT balance and the RECIPIENT provides justification as to the reason for the funding increase. Any such increase in the FUNDING AMOUNT must be approved in writing by RCTC's Executive Director and RCTC shall be under no obligation whatsoever to approve any increase in the FUNDING AMOUNT. No such increased funding shall be expended to pay for any PROJECT work already completed.

2.4 Cost Savings. In the event that bids or proposals for the PROJECT are lower than anticipated, or there are cost savings for any other reason, the FUNDING AMOUNT shall be reduced through an amendment to the AGREEMENT mutually agreed to in writing by the Parties. RECIPIENT shall inform RCTC of any cost savings and any cost savings shall be returned to RCTC or may be reprogrammed with written approval by RCTC for other RECIPIENT projects that align with the PROGRAM. No PROGRAM funding may be used for projects not approved by RCTC. If RECIPIENT provides a local match commitment and there are cost savings on the PROJECT, RCTC will still be reimbursed at the matching ratio as presented in the Project application despite such cost savings in accordance with PROGRAM policies.

2.5 No Funding for Temporary Improvements. Only segments or components of the PROJECT that are intended to form part of or be integrated into the PROJECT may be funded by PROGRAM funds. No improvement(s) which is/are temporary in nature, including but not limited to temporary lanes, curbs, or drainage facilities, shall be funded with PROGRAM funds except as needed for staged construction of the PROJECT.

2.6 Review and Reimbursement by RCTC. Upon receipt of the final detailed invoice from the RECIPIENT clearly documenting work completed and corresponding costs, RCTC may request additional documentation or explanation of the SCOPE OF WORK costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the RECIPIENT within thirty (30) days. In the event that RCTC disputes the eligibility of the RECIPIENT for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. Additional details concerning the procedure for the RECIPIENT's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Attachment 3.

2.7 Recipient's Funding Obligation to Complete the Work. In the event that the PROGRAM funds allocated to the SCOPE OF WORK represent less than the total cost of the PROJECT, RECIPIENT shall be solely responsible for providing such additional funds as may be required to complete the PROJECT. RCTC has no obligation with respect to the safety of any SCOPE OF WORK performed at a PROJECT site. Further, RCTC shall not be liable for any action of RECIPIENT or its contractors relating to the condemnation of property undertaken by RECIPIENT or construction related to the PROJECT.

2.8 Recipient's Obligation to Repay Program Funds to RCTC. In the event it is determined, whether through a post-completion audit or otherwise, the PROJECT was not completed in accordance with the PROGRAM requirements or this AGREEMENT, RECIPIENT agrees that any PROGRAM funds distributed to RECIPIENT for the PROJECT shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues, if applicable. RECIPIENT acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due to RECIPIENT, in an amount not to exceed the total of the PROGRAM funds distributed to RECIPIENT, and/or initiate legal action to compel repayment, if the RECIPIENT fails to repay RCTC within a reasonable time period not to exceed one hundred eighty (180) days, including any good faith negotiations, from receipt of written notification from RCTC that repayment is required due to failure to comply with the PROGRAM policies or this AGREEMENT.

2.9 Records Retention and Audits. RECIPIENT shall retain all PROJECT records in an organized manner for a minimum of three (3) years following completion of the PROJECT. PROJECT records shall be made available for inspection by RCTC upon request. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the RECIPIENT in an amount in excess of the maximum PROGRAM provided for in this Section 2, or has provided reimbursement of ineligible PROJECT costs, the RECIPIENT shall reimburse RCTC for the excess or ineligible payments within thirty (30) days of notification by RCTC. This Section 2.9 does not supersede any rights or remedies provided to RCTC under Section 2.8 or applicable law.

3. Recipient's Local Match Contribution. RECIPIENT shall provide at least _____ (\$ _____) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT'S local match requirement in this Section 3.

(Note: Include this Section only if RECIPIENT identified Local Match funds in its Project Nomination Form.)

4. Term: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 14; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.

5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance with all applicable laws, regulations and building codes; obtaining any necessary environmental clearances; right of way acquisition; and, obtaining all permits required by impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.
6. Indemnification. RECIPIENT shall defend, indemnify and hold RCTC, its officials, governing board members, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property, persons or government funding agency, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, and consultants related to a breach of this AGREEMENT or any act or omission arising out of the activities governed by this AGREEMENT. RECIPIENT'S obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. RECIPIENT shall defend, at its 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 RCTC, its officials, officers, employees, agents, and consultants in connection with this AGREEMENT. RECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against RCTC, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings, including any settlement. RECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds.
7. Expenditure of Funds by Recipient Prior to Execution of Agreement. RECIPIENT may commence the Project starting July 1, 2021, and costs incurred following such date will be eligible for reimbursement under this AGREEMENT, provided they otherwise meet the requirements herein, and provided that this AGREEMENT is executed no later than October 1, 2021.
8. Compliance with Applicable Laws and Insurance. RECIPIENT agrees to comply with all applicable laws and regulations, including public contracting laws, requirements for any local state or federal funding used, and records retention and performance reporting requirements concerning the SCOPE OF WORK and PROJECT, which applicable laws and regulations shall be passed on to contractors by RECIPIENT as applicable. RECIPIENT shall have the responsibility of making sure the appropriate amounts of insurance are included in all applicable agreements for the construction of the PROJECT and RCTC shall be named as an Additional Insured on all insurance certificates obtained for the completion of the PROJECT. PROJECT insurance funds shall be looked to first for the repayment of any claims determined to have merit.

9. Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this AGREEMENT. RECIPIENT's representative shall be the individual identified in the Project application as RECIPIENT'S representative to RCTC. RECIPIENT'S representative, or designee, shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT's responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.
10. Monitoring of Progress by RCTC. RECIPIENT shall allow RCTC's designated representative, or designee, to inspect or review the progress of the work at any reasonable time with prior written notice by RCTC. RCTC may request that the RECIPIENT provide RCTC with progress reports concerning the status of the SCOPE OF WORK and PROJECT completion.
11. Binding on Successors in Interest. Each and every provision of this AGREEMENT shall be binding and inure to the benefit of the successors in interest of the Parties. Due to the specific obligations contemplated herein, this AGREEMENT may not be assigned by any Party hereto except with the prior written consent of the other Party.
12. Independent Contractors. Any person or entities retained by RECIPIENT or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the PROJECT shall at all times be under the exclusive direction and control of the RECIPIENT or contractor, whichever is applicable. The RECIPIENT or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the SCOPE OF WORK and as required by law. The RECIPIENT or contractor shall be responsible for all reports and obligations concerning such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.
13. Conflicts of Interest. For the term of this AGREEMENT, no member, officer or employee of RECIPIENT or RCTC, during the term of his or her service with RECIPIENT or RCTC, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.
14. Termination. This AGREEMENT may be terminated for cause or convenience as further specified below.

14.1 Termination for Convenience. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within 180 days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 14.

14.3 Termination for Cause. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a thirty (30) day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

14.4 Effect of Termination for Cause. In the event that RECIPIENT terminates this AGREEMENT in response to RCTC's uncured material breach hereof, RCTC shall, within ninety (90) days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination. In the event that RCTC terminates this AGREEMENT in response to the RECIPIENT's uncured material breach hereof, the RECIPIENT shall, within one hundred eighty (180) days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. Notwithstanding termination of this AGREEMENT by RCTC pursuant to this Section 14.4, RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information. This AGREEMENT shall terminate upon receipt by the terminating Party of the amounts due it under this Section 14.4.

14.5 No Program Funding. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the ability to immediately terminate the AGREEMENT with written notice to RECIPIENT. In the event that RCTC terminates this AGREEMENT under this Section 14.5, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT.

14.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section 14 are in addition to any other rights and remedies provided by law or under this AGREEMENT.

15. Notice. All notices hereunder shall be in writing and shall be effective upon receipt by the other Party. All notices and communications, including invoices, between the Parties to this AGREEMENT shall be addressed as set forth below and provided by any of the following methods (i) personally delivered; (ii) sent by electronic mail, with a subject line clearly identifying this AGREEMENT, read receipt requested, and a cc: provided to the identified staff; (iii) sent by first-class mail, return receipt requested; or (iv) sent by overnight express delivery service with postage or other charges fully prepaid. Notwithstanding the foregoing, notices of dispute or termination sent by electronic mail must be followed by hard copy mailed notice to be effective.

TO RCTC:

Anne Mayer
Executive Director
RCTC
4080 Lemon Street, 3rd Floor
Riverside, California 92501
Phone: (951) 787-7141
e-mail: amayer@rctc.org

TO RECIPIENT:

[TO BE INSERTED]

cc: _____

Any party may update its address and contact information by providing written notice of the new information to the other Parties in accordance with this Section 15.

16. Prevailing Wages. RECIPIENT and any other person or entity hired to perform services on the SCOPE OF WORK are alerted to the requirements of California Labor Code Sections 1770 *et seq.*, which require the payment of prevailing wages where the SCOPE OF WORK or any portion thereof is determined to be a “public work,” as defined therein. RECIPIENT shall ensure compliance with applicable prevailing wage requirements by any person or entity hired to perform the SCOPE OF WORK or any portion thereof falling within the definition of “public work.” RECIPIENT shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation reasonable attorneys’ fees, arising from any failure or alleged failure to comply with California Labor Code Sections 1770 *et seq.* on the PROJECT.

17. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, 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.

18. Entire Agreement. This AGREEMENT embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party

acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this AGREEMENT, that induced the other Party to sign this document. Modifications to this AGREEMENT shall be in the form of a written amendment executed by authorized representatives of the Parties to be bound.

19. Governing Law and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. If any portion of this AGREEMENT is found to be unenforceable by a court of law with appropriate jurisdiction, the remainder of the AGREEMENT shall be severable and survive as binding on the Parties.
20. Attorneys' Fees. If any legal action is initiated for the enforcement/interpretation of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.
21. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
22. Section Headings and Interpretation. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.
23. No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT 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 provided under applicable law.
24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.
25. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement.
26. Form of Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE
TO
AGREEMENT NO. _____
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN
FACILITIES PROGRAM**

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

RCTC

RECIPIENT

[INSERT NAME]

By: _____

By: _____

Name: Anne Mayer

Name: _____

Title: Executive Director

Title: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

ATTACHMENT 2

[TO BE INSERTED]

ATTACHMENT 3

TDA ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES
NON-TRANSIT CLAIM FORM

CLAIMANT: _____ COUNTY: Riverside

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

I verify that the information on this Claim Form is true and accurate to the best of my knowledge.

Signed: _____ Date: _____

PROJECT NAME: _____

PROJECT AWARDED IN FY: _____

START DATE (Mo/Yr): _____

COMPLETED DATE (Mo/Yr): _____

TDA ARTICLE 3 REVENUES AND EXPENSES OF CLAIMANT:

Total Project Cost	\$ _____	(100 %)
Local Match Spent:	\$ _____	(%)
SB 821 Funds Spent:	\$ _____	(%)

Breakdown of Project Cost (must add up to "Total Project Cost" above):

Administration	\$ _____
PA/ED	\$ _____
PS&E	\$ _____
Right-of-Way	\$ _____
Construction	\$ _____
Other (specify): _____	\$ _____
Other (specify): _____	\$ _____

Supporting Document Checklist:

- Notice of Completion
- Before and After pictures of project site
- Paid Invoices

ASSURANCE OF MAINTENANCE
SB 821 SIDEWALK/BIKEWAY FACILITIES

WHEREAS, THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION HAS
ALLOCATED \$ _____ TO THE CITY/COUNTY OF _____
FOR THE IMPROVEMENT OF THE _____
SIDEWALK/BIKEWAY PROJECT; AND,

WHEREAS, THIS INVESTMENT OF PUBLIC FUNDS CAN BE FULLY REALIZED IF
THIS FACILITY IS MAINTAINED TO ADEQUATE OPERATING STANDARDS FOR USE BY
COMMUTER AND RECREATIONAL PEDESTRIANS/BICYCLISTS;

THEREFORE, THE CITY/COUNTY OF _____ ASSURES
THAT THIS FACILITY WILL BE MAINTAINED AT ADEQUATE OPERATING STANDARDS.

SIGNED: _____

TITLE: _____

DATE: _____