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TDA Article 3 (SB 821) Bicycle and Pedestrian Facilities

Biennial Call for Projects Guidelines

FY 2025/26

A light gray triangle graphic is located in the bottom right corner of the page, pointing towards the top right.

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 2024/25 mid-year adjustments, FY 2025/26 apportionments, and project savings, the amount available for programming in the 2025 TDA Article 3/SB 821 Call for Projects is an estimated \$7,279,863.

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 \$727,986.

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 \$1,455,973.

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 3, 2025</i>	<i>Call for Projects released. Guidelines and application available on Commission webpage and Rivtrack.</i>
<i>February 4 – April 17, 2025</i>	<i>One-on-One Sessions on program eligibility and guidance with RCTC Staff are available on requests. Submit requests to Jenny Chan (jchan@rctc.org) and Edward Emery (eemery@rctc.org).</i>
<i>April 24, 2025 @ 5:00 p.m.</i>	<i>Proposals due to RCTC via Rivtrack.</i>
<i>April 23, 2025</i>	<i>Evaluation Committee preliminary meeting</i>
<i>May 14, 2025</i>	<i>Evaluation Committee meets to discuss scores of proposals</i>

June 11, 2025	Present recommended funding allocation to Commission for project award.
July 1, 2025	Project Start
October 1, 2025	Deadline to Execute MOU with Commission
July 1, 2028	Project Completion

Eligible Projects:

Per TDA and RCTC policies, 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.
- 🚲 Funding for Class III bicycle lane projects is limited to the cost of the lane striping and signage improvements directly related to bicycles. Pavement rehabilitation is not an eligible expense for Class III bicycle lane projects

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 4 to April 17, 2025. Please note, applications are due on April 24, 2025, at 5:00 P.M.

Please contact Jenny Chan (jchan@rctc.org)/(951) 787-7924) and Edward Emery (eemery@rctc.org)/(951) 787-7968) to schedule a one-on-one session.

Project Proposal Submittal Process:

The FY25/26 SB 821 Call for Projects guidelines will be posted on the Commission webpage at <http://rctc.org/sb821call> on Monday, February 3, 2025. Project proposals are due on Thursday, April 24, 2025, 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) and Edward Emery (eemery@rctc.org/(951) 787-7968) 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 type of 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, restaurant) up to a maximum of 14 points.

- For pedestrian projects, destinations served must be within a 1/2-mile or less radius of the proposed project.
- For bicycle projects, destinations served must be within a one mile or less radius of the proposed project.

Applicant must include map listing all destinations served. Map must include the respective radius around the project location. A map without the marked buffer will receive half of its eligible points.

SAFETY (15 pts) – The extent to which the proposed project will increase safety for the non-motorized public or how the project will reduce the number of non-motorized fatalities and serious injuries.

- Points (5) will be given on the severity of the existing safety hazard at the project location to demonstrate project need.

Examples include: 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, and/or student attendance figures for school served by the project. Projects proposed in areas

with lower collision history should provide details describing the safety need for the project or provide collision or safety information from a similar adjacent street.

- Points (5) will be given for safety countermeasures or safety enhancement features included in the project scope. Provide an explanation of how each countermeasure will improve safety for bicyclists and pedestrians.
 - Examples of acceptable safety countermeasures and enhancements include rectangular rapid flashing beacons, bicycle boxes, and curb extensions. For more examples see <https://safety.fhwa.dot.gov/provencountermeasures/>. The use of countermeasures not appearing on the FHWA list of proven countermeasures must include a detailed description of why the countermeasure is needed and how it will improve safety for non-motorized travel.
- Points (5) will be given based on the potential of the proposed project to provide safety benefits to the non-motorized public. Applicant should draw from responses in the prior safety sections. Discuss the considerations made when evaluating and determining the type of bicycle or pedestrian facility for the project corridor. Why was Class I selected over Class IV, why was Class II considered over Class III?

MULTIMODAL ACCESS (6 pts) – One point will be awarded for each transit route, Metrolink station, or park and ride facility that will have improved accessibility by bicyclists and pedestrians, because of the project. Points will also be awarded for addressing each gap in sidewalks, bicycle lanes, or crosswalks leading to improved connectivity for non-motorized travel.

- For pedestrian projects, transit stops served must be within a 1/2 mile or less radius of the proposed project.
- For bicycle projects, transit stops served must be within a one mile or less radius of the proposed project.

Applicant must include map listing all locations with improved access. Map must include the respective radius around the project location. A map without the marked buffer will receive half of its eligible points.

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. Matching funds includes non-SB 821 funds spent on pre-construction phases. **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 2025 SB 821 Call for Projects is provided below.

Agency	Share	Points	Population	Percent Population
Banning	0.00	5.0	31,213	1.28%
Beaumont	0.32	4.0	57,416	2.35%
Blythe	0.00	5.0	15,575	0.64%
Calimesa	0.00	5.0	10,867	0.44%
Canyon Lake	0.00	5.0	10,832	0.44%
Cathedral City	2.78	0.0	50,911	2.08%
City of Eastvale	0.49	3.0	68,884	2.82%
City of Jurupa Valley	0.96	1.0	104,721	4.29%
Coachella	4.62	0.0	43,173	1.77%
Corona	0.48	3.0	156,615	6.41%
Desert Hot Springs	3.08	0.0	32,654	1.34%
Hemet	0.93	1.0	89,663	3.67%
Indian Wells	26.47	0.0	4,797	0.20%
Indio	0.31	4.0	90,680	3.71%
La Quinta	0.70	2.0	38,370	1.57%
Lake Elsinore	2.00	0.0	71,452	2.93%
Menifee	1.52	0.0	111,560	4.57%
Moreno Valley	0.66	2.0	207,146	8.48%
Murrieta	0.00	5.0	109,177	4.47%
Norco	0.35	4.0	25,068	1.03%
Palm Desert	0.15	5.0	50,889	2.08%
Palm Springs	1.56	0.0	43,791	1.79%
Perris	0.34	4.0	79,311	3.25%
Rancho Mirage	5.49	0.0	16,992	0.70%
Riverside County	0.76	2.0	405,366	16.60%
Riverside, City of	0.68	2.0	316,690	12.97%
San Jacinto	0.64	2.0	53,538	2.19%
Temecula	0.41	3.0	108,700	4.45%
Wildomar	<u>4.49</u>	<u>0.0</u>	36,327	1.49%

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. Unfunded projects will be placed on a contingency list and may be awarded if additional funding becomes available. The contingency list will remain effective until the next call for projects opens. The allocation recommendation will be presented to the Commission for final approval on June 18, 2025.

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, 2025. 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.

**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 _____, 2025 (“Effective Date”), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) and xxxxxxxx (“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 3rd, 2025, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2025/26 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 xxxxxxxxxxxxxxxx (“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 xxxxxxxxxxxxxxxx Dollars (\$xxx,xxx), 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) ninety 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 scope change request electronically via RCTC's online tracking and reporting system known as the Rivtrack system and accessible at <https://rivtrack.rctc.org/> ("Rivtrack system"). The electronically submitted scope change request must include the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement. Such request is subject to written approval by RCTC, in RCTC's sole 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. Notwithstanding the foregoing, in the case of a conflict, the most stringent requirement shall govern, unless prohibited by applicable law or otherwise agreed upon by RCTC.

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 by RCTC following the submission of the PROGRAM funding claim form completed electronically via the Rivtrack system. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a time extension request electronically via the Rivtrack system. Before and after PROJECT photographs must be uploaded 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 Changes in Project Funding. Local agencies will not be reimbursed for project cost overruns. Any unused FUNDING AMOUNT will be forfeited unless the local agency can apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission or applied to fund an approved scope expansion to the approved project, subject to Executive Director approval. Local agency match funds proportionate to the amounts included in Section 3 will be required should funds be redirected to another approved project or approved scope expansion. Any such change 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 change to the FUNDING AMOUNT. No such 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. 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 improvements 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 submission into Rivtrack, 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 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 2.

2.7 Recipient's Funding Obligation to Complete the Work; Limitation of RCTC Obligations. 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 work performed under the SCOPE OF WORK, for the PROJECT, or 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 FUNDING AMOUNT set forth in 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 xxxxxxxxxxxx Dollars (\$xxx,xxx) 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 arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this AGREEMENT, the PROJECT or the SCOPE OF WORK. 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. The indemnity obligation shall not apply to the extent of any negligence or willful misconduct of RCTC, its officials, officers, employees, agents, and consultants. This section shall survive the expiration or termination of this Agreement.
7. Expenditure of Funds by Recipient Prior to Execution of Agreement. recipient may commence the Project starting July 1, 2025, 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, 2025.
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 right 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 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. Notwithstanding the foregoing, invoices and requests for changes to the SCOPE OF WORK, shall be submitted through the Rivtrack system as specified in this AGREEMENT.

TO RCTC:

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

TO RECIPIENT:

NAME
TITLE
AGENCY
ADDRESS
ADDRESS
(xxx) PHONE
EMAIL

cc: eemery@RCTC.org

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 is 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; Venue and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. Venue shall be in Riverside County. 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' and Other 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.

27. Survival. All rights and obligations under this AGREEMENT that by their nature are to continue after any expiration or termination of this AGREEMENT shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE
TO
AGREEMENT NO. XX-62-XXX-00
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: _____
Aaron Hake, Executive Director

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Best, Best & Krieger LLP

By: _____

By: _____
General Counsel to RCTC

Name: _____

Title: _____

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

ATTACHMENT 2

(PROGRAM POLICIES)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM ADOPTED POLICIES

Transportation Development Act Policies

1. Up to 5% of Article 3 apportionment can be used to supplement other funding sources used for bicycle and safety education programs; the allocation cannot be used to fully fund the salary of a person working on these programs.
2. Article 3 money shall be allocated for the construction, including related engineering expenses, of the facilities, or for bicycle safety education programs.
3. Money may be allocated for the maintenance of bicycling trails, which are closed to motorized traffic.
4. Facilities provided for the use of bicycles may include projects 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.
5. Within 30 days after receiving a request for a review from any city or county, the transportation-planning agency shall review its allocations.
6. Up to 20 percent of the amount available each year to a city or county may be allocated to restripe Class II bicycle lanes.
7. A portion of each city's allocation may also be used to develop comprehensive bicycle and pedestrian plans. Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities; a maximum of one entire allocation per five years may be used for plan development.
8. Allowable maintenance activities for the local funds are limited to maintenance and repairs of Class I off-street bicycle facilities only.

RCTC Policies

1. The SB 821 Call for Projects will occur on a biennial basis, with a release date of the first Monday of every other February and a close date of the last Thursday of every other April, beginning in 2015.
2. If a project cannot be fully funded, RCTC may recommend partial funding for award. To handle tiebreakers, RCTC will use, in terms of priority, the safety question first then construction readiness.
3. Agencies awarded funds will not be reimbursed for any project cost overruns.
4. Agencies being awarded an allocation will be reimbursed in arrears only upon submitting adequate proof of satisfactory project completion. Claims need to include: the

- claim form, copies of paid invoices, a copy of the Notice of Completion (NOC), and photographs of the completed project.
5. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio as presented in the application.
 6. An agency will have thirty-six (36) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay can be demonstrated. Where substantial progress or a compelling reason for delay can be shown, the agency may be granted administrative extensions in twelve-month increments at the discretion of the Executive Director.
 7. Any programmed and unused Article 3 Program funds will be forfeited unless that agency can a) utilize the unused funds to complete projects that are the same or similar in scope and/or are contiguous to the approved project or b) apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission, subject to Executive Director approval.
 8. Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
 9. Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.
 10. The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests; such as: accessibility, bicycling, Coachella Valley, 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.
 11. Following each call, staff will monitor the equity of allocations to Coachella Valley versus Western Riverside County; the allocation should be relative to what the Coachella Valley's share would have been if distributed on a per capita basis (the percentage of funds applied for should also be taken into consideration). If the allocation is often found to be inequitable to the Coachella Valley, staff will recommend adoption of a new policy to correct the imbalance.
 12. Certain costs at times associated with bicycle/pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists/pedestrians, such as: curb and gutter as part of roadway drainage system, driveway ramps installed across sidewalks, and where roadway design standards require a roadway shoulder width that is at least as wide as a standard bike lane.
 13. For each Call for Projects, a city is eligible to submit up to three (3) applications, and the County of Riverside is eligible to submit up to two (2) applications per Supervisorial District.
 14. Each application is limited to a maximum request of 10% of the current Call for Projects programming capacity.
 15. Total award to one jurisdiction is limited to 20% of current Call for Project's programming capacity.

16. Awarded agencies can commence reimbursable project activities on July 1 of the Call for Project fiscal year cycle. E.g.: for FY 25/26 Call for Projects, reimbursable work starts on July 1, 2025.
17. Awarded agencies have until October 1 of the Call for Project fiscal year cycle to execute the Memorandum of Understanding (MOU) with RCTC. E.g.: for FY 25/26 Call for Projects, MOUs must be executed by October 1, 2025

DRAFT