

A G E N D A

SPECIAL MEETING

Governing Board of the Alameda Corridor Transportation Authority

Meeting Date and Time: June 25, 2025, 2:00 P.M.

Location: Banning's Landing Community Center
100 E. Water Street
Wilmington, CA 90744

The public may attend the meeting in person or view the meeting online via Zoom: <https://us02web.zoom.us/j/5622477111>

Meeting ID: 562 247 7111
Passcode: boardmtg

OPPORTUNITIES FOR THE PUBLIC TO ATTEND THE MEETING AND PROVIDE PUBLIC COMMENTS

In-person comments may be provided at the meeting but will not be accepted via Zoom. Members of the public attending the meeting in person will be given an opportunity to address the Board on (1) any item on the agenda prior to the Board's consideration of that item, including the consent and closed session agendas; and (2) subjects within the subject matter jurisdiction of the Governing Board during Public Comment on Non-Agenda Items. Members of the public who wish to speak should complete a speaker card indicating the agenda item number on which they will comment or designate "general public comment" and return the card to the Board Secretary. Each speaker will be allowed to speak for up to 3 minutes per agenda item.

Written comments or materials may be submitted by emailing publiccomment@acta.org or brought to the meeting. If you request to distribute documents to the Governing Board, please present the Board Secretary with twelve (12) copies. All written comments or materials submitted for the meeting will be entered into the official meeting minutes. For comments by email, please submit written comments prior to 3:00 pm on the day before the scheduled meeting. Comments submitted by email will be distributed to the Governing Board prior to the meeting and entered into the official meeting minutes.

As a covered entity under Title II of the Americans with Disabilities Act, the Alameda Corridor Transportation Authority (ACTA) does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Sign language interpreters, assistive listening devices, and translation services may be provided. To ensure availability, 72-hour advance notice is required. Contact the ACTA Office at (562) 247-7777.

ROLL CALL



CLOSED SESSION

NONE

OPEN SESSION**A. COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS****B. REPORTS AND PRESENTATIONS**

- i. April 2025 Performance Report
- ii. ACTA Public Policy Activities

C. APPROVAL OF THE MINUTES

- Minutes of the May 15, 2025, Regular Governing Board Meeting of the Alameda Corridor Transportation Authority

D. AGENDA ITEMS**Consent Agenda (1):**

1. RECEIVE AND FILE Monthly Financial Reports as of April 30, 2025

Regular Agenda (2-4):
















2. APPROVE and ADOPT the ACTA Officer and Employee Publicly Available Pay Schedule for Fiscal Year 2025/2026
3. APPROVE Agreement No. C0928 with Baker Tilly US, LLP for Financial Audit Services, for a 5-year term and compensation not to exceed \$600,000
4. APPROVE Election of Chair and Vice-Chair for Fiscal Year 2025/2026
















ADJOURNMENT

REPORT ITEM 1

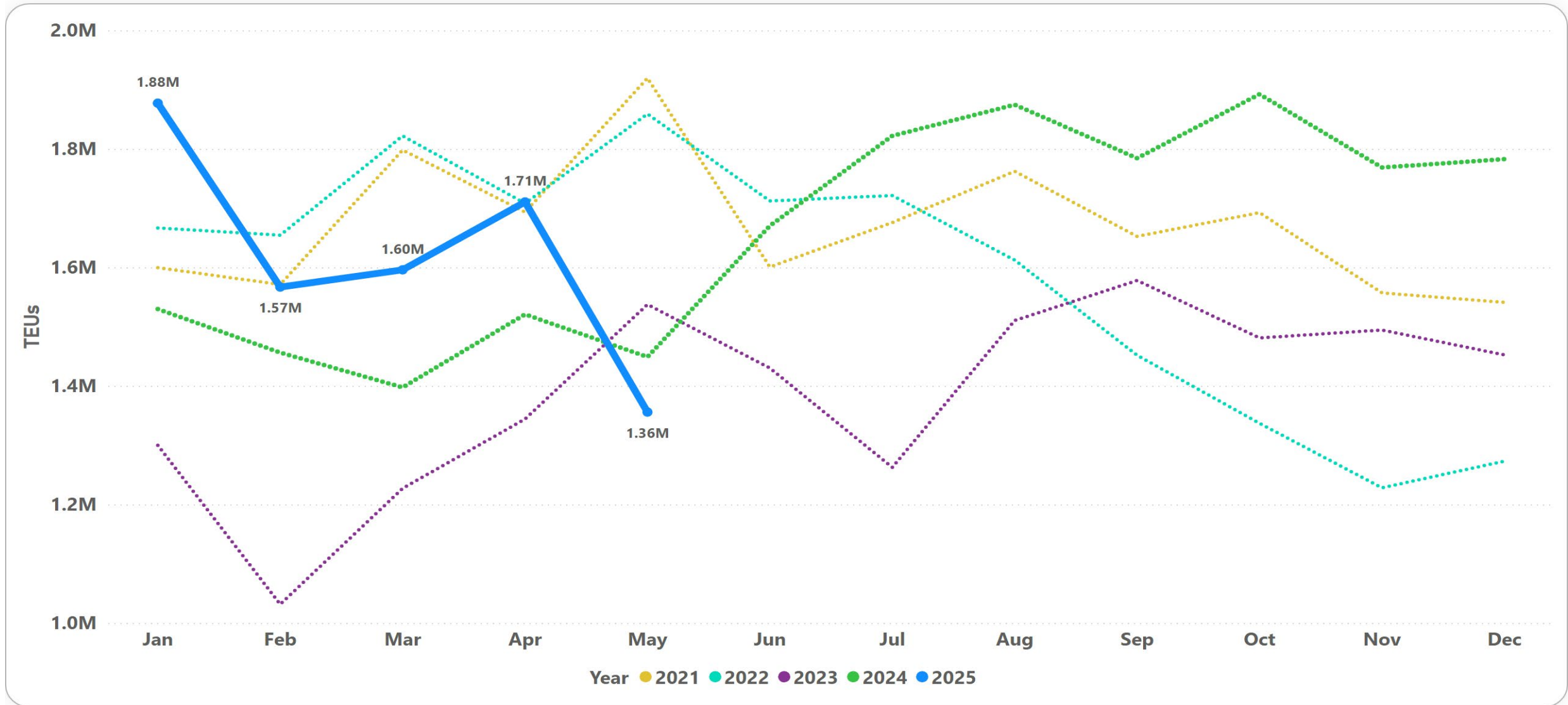
Performance Report April 2025

PORT CONTAINER THROUGHPUT (TEUs) – Apr 2025

Port	POLA		POLB		POLA & POLB	
Category	Monthly TEUs	YoY% Change	Monthly TEUs	YoY% Change	Monthly TEUs	YoY% Change
Imports	439,230	5.3% 	419,828	15.1% 	859,058	9.9% 
Exports	128,394	-3.5% 	93,842	-4.5% 	222,236	-3.9% 
Total Loaded	567,624	3.2% 	513,670	11.0% 	1,081,294	6.8% 
Empties	275,182	24.9% 	353,824	23.1% 	629,006	23.9% 
Total TEUs	842,806	9.4% 	867,494	15.6% 	1,710,300	12.5% 

Port	POLA		POLB		POLA & POLB	
Category	YTD	YTD % Change	YTD	YTD % Change	YTD	YTD % Change
Imports	1,721,828	4.5% 	1,640,708	24.1% 	3,362,536	13.2% 
Exports	473,796	-11.8% 	386,586	2.4% 	860,382	-5.9% 
Total Loaded	2,195,624	0.5% 	2,027,294	19.3% 	4,222,918	8.7% 
Empties	1,151,232	19.1% 	1,375,776	30.6% 	2,527,008	25.1% 
Total TEUs	3,346,855	6.2% 	3,403,070	23.6% 	6,749,925	14.3% 

SP Bay Ports' TEUs Trends



ALAMEDA CORRIDOR PERFORMANCE

April

CY2025

FY2025

REVENUE

\$11.9M

+13.1% | \$10.5M
vs Last Year

\$48.1M

+16.6% | \$41.2M
vs Previous CYTD

\$119.4M

+27.0% | \$94.0M
vs Previous FYTD

TEUs

519.3K

+19.3% | 435.4K
vs Last Year

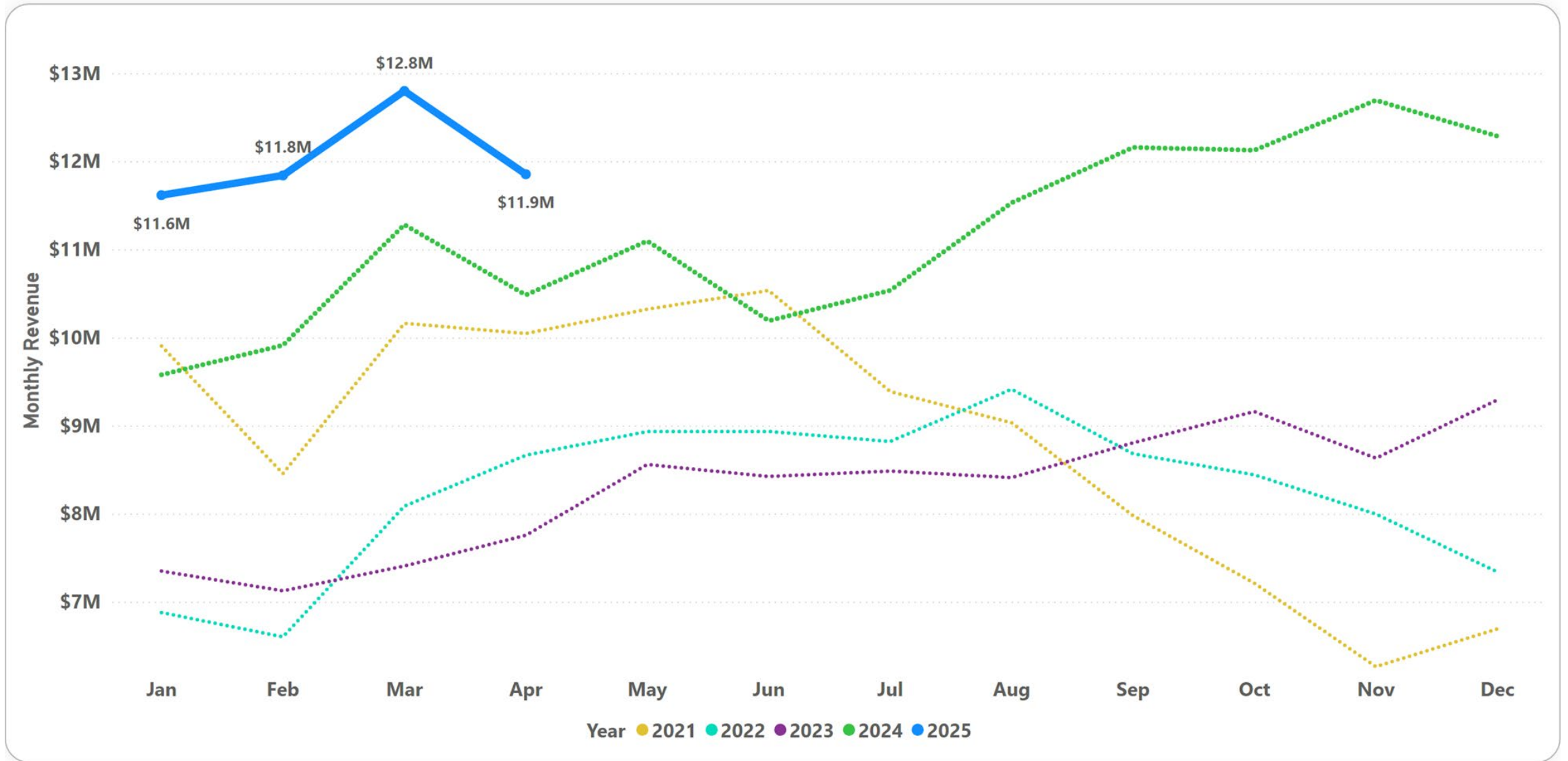
2.1M

+21.2% | 1.8M
vs Previous CYTD

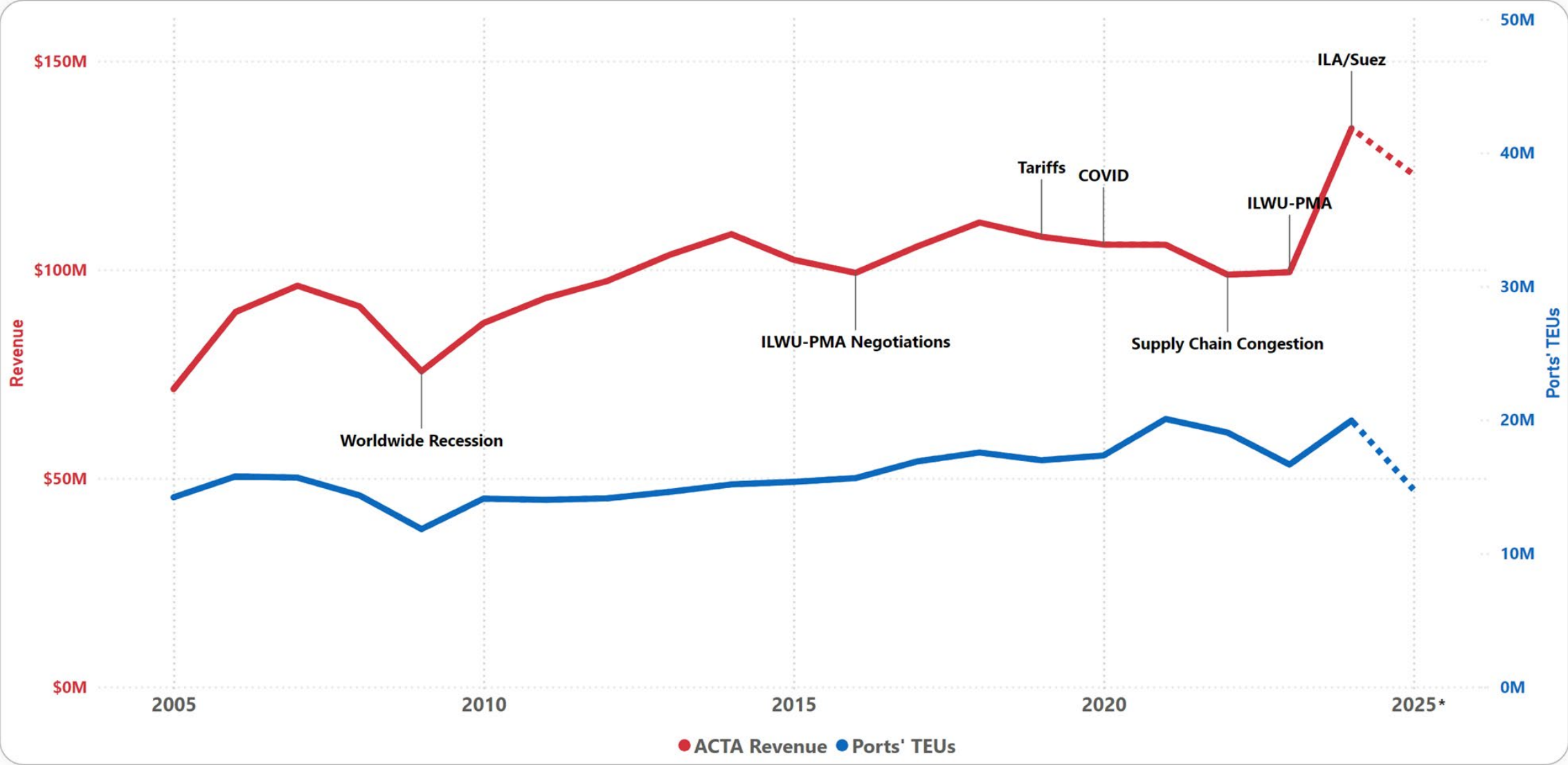
5.3M

+29.1% | 4.1M
vs Previous FYTD

Corridor Revenue Performance



Revenue and Ports' TEUs Trends



* Actuals through April 2025; remaining CY numbers from ACTA's forecast model

REPORT ITEM 2

ACTA Public Policy June 25, 2025

Discussion

The Public Policy focuses ACTA efforts and facilitates collaboration between ACTA and other agencies to advance investment and policy strategies.

1. Finance

Ad Hoc Committee meetings to work towards consensus on finance strategy

Provide analysis of alternatives considering updated forecast

Approve strategy to guide upcoming actions



2. Rail Consultant – Selection/procurement from six proposing firms

3. Security

Continue enhancement of security for infrastructure/cargo

Collaboration of task forces & joint camera deployment



4. State of Good Repair

ACTA pursuing Communications/Signal upgrade – design underway

ACTA MOW Contract RFP – Status/Schedule update



MOW Procurement Schedule

Following is the tentative procurement schedule for a new MOW Services contract.

<u>RFP</u>	<u>Date</u>
Release RFP	March 27, 2025
Bid Period Ends	April 29, 2025
Evaluation Period Ends	May 2025
Complete ACTA Negotiations	June 2025
NMA Approval (Both Railroads and Harbor Commissions)	September 2025
Recommendation for ACTA Board Approval	November 2025
Execute Contract	December 2025
Mobilize MOW Service Provider	January 2026

MINUTES OF A REGULAR MEETING OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY GOVERNING BOARD HELD AT LONG BEACH CITY COLLEGE LIBERAL ARTS CAMPUS BOARD ROOM, 4901 E. CARSON STREET, BUILDING T1100, LONG BEACH, CALIFORNIA 90808 ON MAY 15, 2025, AT 10:00 A.M.

ROLL CALL

Members present:

Michael Cano, Los Angeles County Metro

Frank Colonna, Port of Long Beach

Mario Cordero, Port of Long Beach

Tim McOsker, City of Los Angeles

Edward Renwick, Port of Los Angeles

Alternate members present:

Tunua Thrash-Tnuk, City of Long Beach

Members absent:

Gene Seroke, Port of Los Angeles

Also present:

Michael Leue, ACTA, Chief Executive Officer

Kevin Scott, ACTA, Chief Financial Officer

Graham Christie, ACTA, Chief Operating Officer

Heather McCloskey, ACTA, Co-General Counsel

Deepika Thompson, ACTA, Co-General Counsel

Maria Melendres, ACTA, Governing Board Secretary

The meeting was called to order at 10:03 a.m. by Chair McOsker.

OPEN SESSION

A. COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

A written public comment submitted by Dean S. Toji of Long Beach 350, in opposition to the staff recommendation on Item 2, was received. (attached)

C. MINUTES

ACTA GOVERNING BOARD REGULAR MEETING OF MARCH 20, 2025 – APPROVED.

Minutes of the Regular Meeting of March 20, 2025, of the Governing Board of the Alameda Corridor Transportation Authority were presented to the Governing Board.

Board Member Colonna motioned, seconded by Board Member Cano, that the minutes of the March 20, 2025, Regular Meeting of the Alameda Corridor Transportation Authority be approved as submitted. Carried by the following vote:

AYES: Cano, Colonna, Cordero, McOsker, Renwick, Thrash-Ntuk

NOES: None

ABSENT: Seroka

D. AGENDA ITEMS

Consent Agenda

1. MONTHLY FINANCIAL REPORTS AS OF FEBRUARY 28, 2025 – RECEIVED AND FILED.

Communication from Kevin L. Scott, Chief Financial Officer, dated May 15, 2025, recommending that the monthly financial reports as of February 28, 2025, be received and filed, was presented to the Governing Board.

Regular Agenda

2. Board Secretary Melendres announced that Item 2 was being pulled from the Agenda.
3. PFM FINANCIAL ADVISORS LLC – FIRST AMENDMENT TO AGREEMENT NO. C0915 – APPROVED.

Communication from Kevin L. Scott, Chief Financial Officer, dated May 15, 2025, recommending the approval of the proposed First Amendment to Agreement No. C0915 with PFM Financial Advisors LLC to increase the contract value by \$300,000 for a total agreement compensation amount of \$600,000 for financial advisory services and authorize the Chief Executive Officer to execute the Amendment, was presented to the Governing Board.

No public comment was received on Item No. 3.

Board Member Cordero motioned, seconded by Board Member Colonna, that Item No. 3 be approved as recommended. Carried by the following vote:

AYES: Cano, Colonna, Cordero, McOsker, Renwick, Thrash-Ntuk

NOES: None

ABSENT: Seroka

4. KILROY REALTY, L.P. – THIRD AMENDMENT TO OFFICE LEASE FOR ACTA'S HEADQUARTERS – APPROVED.

Communication from Kevin L. Scott, Chief Financial Officer, dated May 15, 2025, recommending the approval of the proposed Third Amendment to the office lease with Kilroy Realty, L.P. for ACTA's headquarters located at 3760 Kilroy Airport Way, Suite 200 in Long Beach, California for an additional 65 months at an approximate monthly average rent of \$23,262 and authorize the Chief Executive Officer and Chief Financial Officer to execute the Third Amendment in substantial final form and take all other actions necessary to complete the lease renewal, was presented to the Governing Board.

No public comment was received on Item No. 4.

Board Member Colonna motioned, seconded by Vice Chair Thrash-Ntuk, that Item No. 4 be approved as recommended. Carried by the following vote:

AYES: Cano, Colonna, Cordero, McOsker, Renwick, Thrash-Ntuk

NOES: None

ABSENT: Seroka

5. Chair McOsker pulled Item 5 from the Agenda.

(Board Member Renwick arrived at 10:10 a.m.)

6. FY 2025/2026 BUDGET – APPROVED AND ADOPTED.

Communication from Kevin L. Scott, Chief Financial Officer, dated March 20, 2025, recommending the adoption of the final Fiscal Year 2025/2026 (FY26) ACTA Operating Budget and appropriate cash spending of \$102,608,218, was presented to the Governing Board.

No public comment was received on Item No. 6.

Board Member Renwick motioned, seconded by Board Member Colonna, that Item No. 6 be approved as recommended. Roll call was taken. Carried by the following vote:

AYES: Cano, Colonna, Cordero, McOsker, Renwick, Thrash-Ntuk

NOES: None

ABSENT: Seroka

CLOSED SESSION

Co-Counsel Heather McCloskey announced that the Board would not convene in Closed Session.

B. REPORTS AND PRESENTATIONS

- i. MARCH 2024 CORRIDOR PERFORMANCE

Michael Leue presented the Corridor performance statistics through March 2025.

- ii. ACTA PUBLIC POLICY ACTIVITIES

Michael Leue and Graham Christie presented an update on ACTA's Public Policy activities. During the discussion, Board Member Colonna asked for an update on security issues and enforcement efforts.

ADJOURNMENT

At 11:05 a.m., the meeting was adjourned sine die.

LONG BEACH 350

May 14, 2025

Governing Board Members
Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, CA 90806

RE: Oppose Staff Recommendation to not undertake a Full Restructuring transaction for ACTA's outstanding bonds starting in 2025" at May 15, 2025 Governing Board Meeting

Dear Governing Board Members:

On behalf of Long Beach 350, I am writing to express strong opposition to staff recommendation to *not undertake a Full Restructuring transaction for ACTA's outstanding bonds starting in 2025* for the Alameda Corridor Transportation Authority Governing Board meeting on May 15, 2025. I respectfully request you and the ACTA Governing Board direct staff to pursue a restructuring of debt as previously planned to ensure Port funding can be prioritized toward capital projects that will enhance revenue generation in the long-term for ACTA and allow the ports to pursue their goals of zero emissions.

Port funding should be prioritized to reinvest in port infrastructure to reduce emissions and greenhouse gases, improve operational efficiency, fluidity and reliability. Making the ports cover the shortfall could impede and delay investments in critical port projects that enhance operational efficiencies and accelerate transition to zero-emissions operations. Given all of the uncertainty in the industry, it is even more important for ports to preserve their funding for mission critical projects. The ports should not be burdened to cover ACTA's debt if restructuring is an option. Therefore, we support restructuring ACTA's debt, which has been a long-standing practice.

Over the next five years, there will be unprecedented improvement to the rail system that should result in additional traffic on the Alameda Corridor and hence additional revenue. The Port of Long Beach's Pier B On-Dock Rail Support Facility is a \$1.8 billion project to increase rail capacity, supporting 4.4 million TEUs by 2030. The project started in 2018 and is on-schedule to be completed by 2032. Additionally, the BNSF Barstow project, estimated at \$1.5 billion, will be a 4500-acre integrated rail facility that will bring smaller blocks to consolidate into long trains to service nearby markets currently serviced by truck. In addition, it will have warehouses where transloading will take place, instead of avoiding the ACTA fee by being done locally.

The ACTA Board should reject staff's recommendation and direct them to continue with debt restructuring, as originally planned in 2023 to minimize financial risk to the Authority and its members. We thank you for your consideration of this request.

Sincerely,




Dean S. Toji
Long Beach 350

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: June 25, 2025

From: Kevin L. Scott, Chief Financial Officer 

Subject: RECEIVE AND FILE Monthly Financial Reports as of April 30, 2025

Recommendation:

Receive and file the Monthly Financial Reports as of April 30, 2025.

Discussion:

The financial package includes the following:

- Monthly Financial Statements (See Transmittal 1).

Statements of Net Position - Unaudited statement of ACTA's assets and liabilities as of April 30, 2025. The audited June 30, 2024 financial information is also included for comparative purposes to the beginning of the fiscal year.

Statement of Revenues, Expenses and Changes in Net Position – Fiscal Year 2025 unaudited statement of revenues, expenses and changes in net position through April 30, 2025. Also included is the statement as of April 2024 which has been included for comparative purposes for ten months of information.

Comparison of Budget Functional Expenses – Operating Budget by Expense Type - The fiscal year-to-date budget is compared to actual revenue and expenditures incurred as of April 30, 2025.

Comparison of Budget Functional Expenses – Operating Budget by Funds - The fiscal year-to-date budget is compared to actual revenue and expenditures incurred as of April 30, 2025.

Cash and Investment Summary – Cash and investment balances and the corresponding investment schedule are being presented as of April 30, 2025. The cash and investment balances are segregated by institution, account number reference, and account description. Balances are presented in book and market value. Also included are the grant funds received for the SR-47 project during the current fiscal year. The investment schedule summarizes the composition of the agency's investment portfolio and how the portfolio complies with the Board approved Investment Policy.

Cash Flow – Cash flow for the month of April 2025 is presented. It is presented in both a summary format and a detailed format. A fiscal year-to-date cash flow showing all activity through April 30, 2025, is also presented in both a summary format and a detailed format. The dollar amounts represent the book values for each account.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.

Transmittals:

Transmittal 1 - Monthly Financial Statements as of April 30, 2025



Statements of Net Position

April 30, 2025 and June 30, 2024

	April 2025	June 2024
<u>Assets & Deferred Outflows of Resources</u>		
Current Assets:		
Restricted Cash & Cash Equivalents, & Investments	\$ 30,340,480	\$ 143,137,200
Receivables	13,956,185	12,752,663
Prepaid Expenses	3,303,617	2,448,458
Total Current Assets	47,600,282	158,338,321
Prepaid Bond Insurance Premiums, net	28,741,309	29,697,138
Restricted Investments *	219,157,023	51,132,104
Assets Held for Transfer	311,990	311,990
Net OPEB Asset	370,904	370,904
Capital Assets Not Being Depreciated	438,148,732	438,148,732
Capital Assets, Net	995,727,138	1,013,329,849
Total Assets	1,730,057,378	1,691,329,038
Deferred Outflows of Resources:		
Loss on Refunding	33,628,892	38,795,381
Pension and OPEB Related Items	1,571,245	1,571,245
Total Assets & Deferred Outflows of Resources	\$ 1,765,257,515	\$ 1,731,695,664
<u>Liabilities, Deferred Inflows of Resources, & Net Position</u>		
Current Liabilities:		
Accounts Payable	\$ 5,395,810	\$ 6,005,375
Unearned Revenue	6,865,979	5,372,279
Accrued Interest Payable, Current Portion	4,093,398	12,419,912
Revenue Bonds Payable, Current Portion	15,970,000	16,255,000
Other Liabilities	520,916	736,000
Total Current Liabilities	32,846,103	40,788,566
Noncurrent Liabilities:		
Shortfall Advances Payable to Ports	14,397,925	13,839,081
Net Pension Liability	2,340,987	2,340,987
Accrued Interest Payable, Net of Current Portion	619,614,419	551,790,732
Revenue Bonds Payable, Net of Current Portion & Unamortized Discount	1,761,833,671	1,780,332,982
Total Noncurrent Liabilities	2,398,187,002	2,348,303,782
Total Liabilities	\$ 2,431,033,105	\$ 2,389,092,348
Deferred Outflows of Resources:		
Gain on refunding	43,286,684	44,555,018
Deferred Inflows of Resources	436,591	436,591
Total Deferred Outflows of Resources	43,723,275	44,991,609
<u>Net Position</u>		
Net Investment in Capital Assets	-	-
Restricted for Debt Service	165,232,330	124,137,739
Restricted for Capital Projects	-	-
Restricted by Master Trust Agreement	102,722,935	90,762,509
Unrestricted	(977,454,129)	(917,288,541)
Total Net Position	(709,498,864)	(702,388,293)
Total Liabilities, Deferred Inflows of Resources, & Net Position	\$ 1,765,257,515	\$ 1,731,695,664
<p>* All investments with a maturity within three months are considered cash for the year-end financial statements. Monthly, unaudited financial statements, carry all investments, regardless of maturity date(s), as Restricted Investments. Fully detailed classifications are only done at year-end in accordance with GASB 40, therefore classification differences exist.</p>		
	April 2025	June 2024
Current	\$ 30,340,480	\$ 143,137,200
Noncurrent	219,157,023	51,132,104
	\$ 249,497,503	\$ 194,269,304
		\$ 55,228,199



Statement of Revenues, Expenses, & Changes in Net Position

Ten Months ended April 30, 2025 and 2024

	<u>April 2025</u>	<u>April 2024</u>
Operating Revenues:		
Use Fees & Container Charges	\$ 120,958,009	\$ 95,101,875
Maintenance-of-Way Charges	8,546,211	7,715,831
Total Operating Revenues	<u>129,504,220</u>	<u>102,817,706</u>
Operating Expenses:		
Salaries & Benefits	3,719,098	2,240,207
Administrative Expenses	714,392	1,521,304
Professional Services	1,464,788	668,159
Maintenance-of-Way	11,510,485	12,258,633
Depreciation	17,602,710	17,592,946
Total Operating Expenses	<u>35,011,474</u>	<u>34,281,249</u>
Operating Income (Loss)	94,492,746	68,536,457
Nonoperating Revenues:		
Interest & Investment Revenue, Net	8,093,518	6,759,150
Public Benefit Income	263,041	326,922
Miscellaneous Revenue	3,404,169	817,727
Total Nonoperating Revenues	<u>11,760,728</u>	<u>7,903,799</u>
Nonoperating Expenses:		
Interest Expense	113,047,105	151,917,716
Expenses for Public Benefit & Pass Thru Expenses	1,585,275	962,379
Amortization of deferred gain on bond refunding	(1,268,334)	3,564,629
Costs of Issuance	-	-
Gain/Loss Sale or Transfer of Capital Assets	-	-
Total Nonoperating Expenses, Net	<u>113,364,046</u>	<u>156,444,724</u>
Changes in Net Position	(7,110,571)	(80,004,468)
Net Position:		
Net Position, Beginning of Year	(702,388,293)	(585,539,734)
Net Position - End of Year	<u>\$ (709,498,864)</u>	<u>\$ (665,544,202)</u>



Comparison of Budget By Expenses Type as of April 30, 2025

(\$ in thousands)	Fiscal Year-to-Date		
	Budget*	Actuals	Variance
Revenues			
Operating Revenues			
Use Fees & Container Charges	\$ 76,434,953	\$ 120,958,009	\$ 44,523,056
Maintenance-of-Way Charges	14,264,847	8,546,211	(5,718,636)
Total Operating Revenues	<u>90,699,800</u>	<u>129,504,220</u>	<u>38,804,420</u>
Other Revenues			
Projects			
Pier Pass	50,000	50,000	-
EPA Order & Pass Thru Income	2,463,072	3,354,169	891,097
Subtotal Projects	<u>2,513,072</u>	<u>3,404,169</u>	<u>891,097</u>
Miscellaneous			
Public Benefit Income	62,500	263,041	200,541
Gain/Loss from Sale of Fixed Assets	-	-	-
Ports-Shortfall Advances	-	-	-
Investment Income	4,514,808	8,093,518	3,578,710
Subtotal Miscellaneous	<u>4,577,308</u>	<u>8,356,559</u>	<u>3,779,251</u>
Subtotal Other Revenues	<u>7,090,380</u>	<u>11,760,728</u>	<u>4,670,348</u>
Total Sources of Funds	<u>97,790,180</u>	<u>141,264,948</u>	<u>43,474,768</u>
Expenses			
Salaries	1,986,676	1,697,177	(289,499)
Benefits	2,210,148	2,021,921	(188,227)
Office Expenses	456,426	437,377	(19,049)
Other Management Expenses	88,250	53,620	(34,630)
Information Technologies	137,083	68,887	(68,196)
Bank & Investment	160,417	154,508	(5,909)
Audit	217,808	141,522	(76,286)
Legal	441,667	360,031	(81,636)
Governmental Affairs	75,000	71,705	(3,295)
Other Professional Services	1,733,916	891,530	(842,386)
Pass Thru Expenses & EPA Order	2,141,801	931,653	(1,210,148)
Expenses for Public Benefit	62,500	653,622	591,122
Total Administrative Expenses	<u>9,711,692</u>	<u>7,483,553</u>	<u>(2,228,139)</u>
Maintenance-of-Way Expenses-Rail - Contractors	10,433,738	5,057,342	(5,376,396)
Maintenance-of-Way Expenses-Rail - Capital	-	-	-
Maintenance-of-Way Expenses-Rail - Other	3,831,110	3,488,869	(342,241)
Maintenance-of-Way Expenses-Nonrail - Contractors	1,425,588	691,151	(734,437)
Maintenance-of-Way Expenses-Nonrail - Capital	10,385,426	1,784,203	(8,601,223)
Maintenance-of-Way Expenses-Nonrail - Other	244,448	378,172	133,724
Maintenance-of-Way Expenses - ACTA	167,435	110,749	(56,686)
Total Maintenance-of-Way Expenses	<u>26,487,745</u>	<u>11,510,485</u>	<u>(14,977,260)</u>
Subtotal Administrative and M&O Expenses	<u>36,199,437</u>	<u>18,994,038</u>	<u>(17,205,399)</u>
Financing Expenses			
Debt & Port Advance Interest/Bonds Premium Discount	43,548,176	45,223,418	1,675,242
Debt Service - Accrued CAB Interest	67,592,958	67,823,687	230,729
Subtotal Financing Expenses	<u>111,141,134</u>	<u>113,047,105</u>	<u>1,905,971</u>
Depreciation & Amortization Expenses			
Depreciation	17,487,637	17,602,710	115,073
Amortization of deferred gain on bond refunding	-	(1,268,334)	(1,268,334)
Cost of Issuance	-	-	-
Subtotal Depreciation & Amortization Expenses	<u>17,487,637</u>	<u>16,334,376</u>	<u>(1,153,261)</u>
Total Operating Expenses	<u>164,828,208</u>	<u>148,375,519</u>	<u>(16,452,689)</u>
Income (Loss)	<u>\$ (67,038,028)</u>	<u>\$ (7,110,571)</u>	<u>\$ 59,927,457</u>

* Y-T-D Budget calculated on a straight line basis.



Comparison of Budget By Funds as of April 30, 2025

(\$ in thousands)	Fiscal Year-to-Date		
	Budget*	Actuals	Variance
Revenues			
Operating Revenues			
Use Fees & Container Charges	\$ 76,434,953	\$ 120,958,009	\$ 44,523,056
Maintenance-of-Way Charges	14,264,847	8,546,211	(5,718,636)
Total Operating Revenues	90,699,800	129,504,220	38,804,420
Other Revenues			
Projects			
Pier Pass	50,000	50,000	-
EPA Order & Pass Thru Income	2,463,072	3,354,169	891,097
Subtotal Projects	2,513,072	3,404,169	891,097
Miscellaneous			
Public Benefit Income	62,500	263,041	200,541
Gain/Loss from Sale of Fixed Assets	-	-	-
Ports-Shortfall Advances	-	-	-
Investment Income	4,514,808	8,093,518	3,578,710
Subtotal Miscellaneous	4,577,308	8,356,559	3,779,251
Subtotal Other Revenues	7,090,380	11,760,728	4,670,348
Total Sources of Funds	97,790,180	141,264,948	43,474,768
Expenses			
Financing Fees	1,508,836	1,110,388	(398,448)
Administrative Costs	5,998,555	4,787,890	(1,210,665)
Capital	-	-	-
Railroads-M&O	14,264,847	8,546,211	(5,718,636)
Reserve-M&O	12,055,463	2,853,526	(9,201,937)
Financing Fees-M&O	167,435	110,749	(56,686)
Revenue Fund-Interest & Bonds Premium/Discount	43,548,176	45,223,418	1,675,242
Expenses for Public Benefit	62,500	64,383	1,883
LAIF General Fund-Pass Thru & EPA	2,141,801	1,520,892	(620,909)
Total Expenses	79,747,613	64,217,457	(15,530,156)
Non Cash Expenses			
Accrued CAB Debt Service Interest	67,592,958	67,823,687	230,729
Depreciation	17,487,637	17,602,710	115,073
Amortization of deferred gain on bond refunding	-	(1,268,334)	(1,268,334)
Cost of Issuance	-	-	-
Subtotal Interest, Depreciation, & Amortization Expenses	85,080,595	84,158,063	(922,532)
Total Operating Expenses	164,828,208	148,375,519	(16,452,689)
Income (Loss)	\$ (67,038,028)	\$ (7,110,571)	\$ 59,927,457

* Y-T-D Budget calculated on a straight line basis.



Cash & Investment Summary as of April 30, 2025

Cash and Investment Balances (\$ in thousands)

Institution	Account Reference #	Account Description	Book Value	Market Value
Bank of America				
	0457 & 0796	Concentration & Disbursement Accounts	1,122	1,122
Pre Bond Sale Accounts-Union Bank- Now US Bank				
	5080	SR-47	4,838	4,881
Grant Reimbursement Received this month \$0.00				
Grant Reimbursement Received FY to Date \$50,854.75				
Local Agency Investment Fund (LAIF)				
	40-19-006	General Fund	11,224	11,224
1999, 2004, 2012, 2016, 2022 Bond Funds- US Bank				
Revenue Funds	1170	Revenue Fund	62,370	62,563
	1171	M & O Fund	8,991	9,030
	1172	Reserve Account	14,174	14,258
	1189	Administrative Costs	7,731	7,786
		Subtotal Revenue Funds	93,266	93,637
Debt Service Funds	61180	99A Interest	1	1
	61181	99A Principal	-	-
	61183	99A Redemption	-	-
	61192	99A Senior Lien	143	144
	61193	99A 17th Level	47,587	47,592
	61200	99C Interest Account	1,057	1,057
	61201	99C Principal Account	26,987	27,359
	38003	04B Debt Service Reserve	25,992	26,030
	39004	04A Debt Service Reserve	15,929	15,931
	39006	04A Financing fee	1,064	1,074
	39002	04A Debt Service Principal Account	-	-
	59001	12 Debt Service Interest Account	129	129
	59002	12 Debt Service Principal Account	5,574	5,575
	59004	12 Debt Service Reserve Account	8,050	7,968
	27000	16A Debt Service	15	15
	27004	16A Debt Service Reserve	3,814	3,789
	27001	16A Interest	-	-
	27002	16A Principal	5	5
	108006	16B Financing fee	609	613
	108000	16B Financing fee	28	28
	108001	16B Interest	6	6
	98000	2022A DS Fund	35	35
	98006	2022A Bond Proceeds Account	-	-
	53000	2022B DS Fund	68	68
	53002	2022B Interest Account	1,017	1,017
	86000	2022C DS Fund	42	42
	86002	2022C Interest Account	2	2
	86006	2022C Bond Proceeds Account	-	-
	40000	2024A DS Fund	22	22
	40002	2024A Interest Account	29	29
	740000	2024B DS Fund	-	-
	280000	2024C DS Fund	14	14
	90000	2024D DS Fund	89	89
		Subtotal Debt Service Funds	138,308	138,634
Total 1999, 2004, 2012, 2016, 2022, 2024 Bond Funds- U.S. Bank			231,574	232,271
Total Cash & Investment Balances				
			\$ 248,758	\$ 249,498



Cash & Investment Summary (Cont'd) as of April 30, 2025

Investment Schedule MTI and non-MTI (\$ in thousands)

Type of Investment	Book Value	Market Value	Percentage of Total	Investment Policy Limit
Money Market Funds	17,995	17,995	7.21%	20.00%
U.S. Government & Agency Obligations	179,017	179,699	72.02%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	30,495	30,403	12.19%	100.00%
Corporate Bonds	8,905	9,055	3.63%	30.00%
Bank of America	1,122	1,122	0.45%	20.00%
Local Agency Investment Fund	11,224	11,224	4.50%	\$40 Million
Total	\$ 248,758	\$ 249,498	100.00%	

Investment Schedule (MTI) (\$ in thousands)

Type of Investment	Book Value	Market Value	Percentage of Total	Investment Policy Limit
Money Market Funds	17,605	17,605	7.06%	20.00%
U.S. Government & Agency Obligations	172,238	172,874	69.29%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	23,834	23,707	9.50%	100.00%
Corporate Bonds	8,905	9,055	3.63%	30.00%
Bank of America	-	-	0.00%	20.00%
Local Agency Investment Fund	-	-	0.00%	\$40 Million
Total	\$ 222,582	\$ 223,241	89.48%	

Investment Schedule (non-MTI) (\$ in thousands)

Type of Investment	Book Value	Market Value	Percentage of Total	Investment Policy Limit
Money Market Funds	390	390	0.16%	20.00%
U.S. Government & Agency Obligations	6,779	6,825	2.74%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	6,661	6,696	2.68%	100.00%
Corporate Bonds	-	-	0.00%	30.00%
Bank of America	1,122	1,122	0.45%	20.00%
Local Agency Investment Fund	11,224	11,224	4.50%	\$40 Million
Total	\$ 26,176	\$ 26,257	10.52%	



Cash Flow as of April 30, 2025

Monthly Cash Flow

March 2025

Total Beginning Cash		<u><u>\$ 85,194,202</u></u>
Receipts		
Use Fees & Container Charges	\$ 13,271,024	
M&O & Misc. Revenues, & Funds Transfers	<u>880,287</u>	
Total Receipts	<u>14,151,311</u>	
Disbursements		
Debt Service - Transfer to Accounts	3,003,817	
M&O, Administrative, & Financing Expenses	<u>1,259,403</u>	
Total Disbursements	<u>4,263,220</u>	
Cash Flow for Month		<u><u>\$ 9,888,091</u></u>
Total Ending Cash		<u><u>\$ 95,082,293</u></u>



Cash Flow as of April 30, 2025

March 2025

Beginning Cash

Master Indenture Revenue Fund 1170	52,042,509
Master Indenture M&O Fund 1171	9,017,757
Master Indenture Reserve Fund 1172	14,236,202
Admin Fund 1189	8,018,500
Financing Fee-Senior	155,279
Financing Fee-1st Sub	1,109,585
Financing Fee-2nd Sub	614,370
Total Beginning Cash	<u>85,194,202</u>

Receipts

Use Fee & Container Charges	13,271,024
M&O	698,895
Funds Transferred from BOA to Admin Fund	-
Funds Transferred from BOA to Reserve Fund	-
Funds Transferred from BOA to Revenue Fund	-
Interest Income / Loss	181,392
Total Receipts	<u>14,151,311</u>

Total Cash \$ 99,345,513

Disbursements

Debt Service - transfer to 1999C Principal	-
Debt Service - transfer to 1999C Interest	1,050,830
Debt Service - transfer to 2012 Interest	129,295
Debt Service- transfer to 2012 Principal	784,167
Debt Service- transfer to 2022B Interest	1,011,233
Debt Service - transfer to 2024A Interest	28,292
Semi-Annual Accounting - Transfers & Debt Service	
Transfer to 2012 Reserve	-
Transfer to 2004A Financing Fee	-
Transfer to 2016B Financing fee	-
Transfer to 1999A Financing fee	-
Transfer to Admin Fund	-
Transfer to Master Reserve	-
Transfer to 2016A Reserve	-
Transfer to 2016B Financing Fee	-
Transfer to 2022C Reserve Fund	-
Transfer to 17th level	-
Debt service payment - 2016A Interest	-
Debt service payment - 2016B Interest	-
Debt service payment - 2022C Interest	-
M&O - Railroads expense payments	743,828
M&O - Reserve expense payments	108,435
Administrative expense payments	334,410
Financing expense payments	72,730
Total Disbursements	<u>4,263,220</u>

Net Ending Cash \$ 95,082,293

Ending Cash

Master Indenture Revenue Fund 1170	62,369,911
Master Indenture M&O Fund 1171	8,991,371
Master Indenture Reserve Fund 1172	14,173,606
Admin Fund 1189	7,730,838
Financing Fee-Senior	143,242
Financing Fee-1st Sub	1,064,346
Financing Fee-2nd Sub	608,979
Total Ending Cash	<u>\$ 95,082,293</u>



Cash Flow - YTD as of April 30, 2025

Cash Flow - Fiscal Year-to-Date

March 2025

Total Beginning Cash as of 7/1/24 \$ 85,331,920

Receipts

Use Fees & Container Charges \$ 119,352,463

M&O & Misc. Revenues, & Funds Transfers 26,679,650

Total Receipts 146,032,113

Disbursements

Debt Service - Transfer to Accounts 115,311,980

M&O, Administrative, & Financing Expenses 20,969,760

Total Disbursements 136,281,740

Cash Flow for Fiscal Year \$ 9,750,373

Total Ending Cash \$ 95,082,293



Cash Flow - YTD as of April 30, 2025

March 2025

Beginning Cash as of 7/1/24

Master Indenture Revenue Fund 1170	56,182,560
Master Indenture M&O Fund 1171	6,156,876
Master Indenture Reserve Fund 1172	11,142,356
Admin Fund 1189	8,794,789
Financing Fee-Senior	288,408
Financing Fee-1st Sub	2,030,262
Financing Fee-2nd Sub	736,669
Total Beginning Cash	<u>85,331,920</u>

Receipts

Use Fee & Container Charges	119,352,463
M&O	12,559,861
Funds Transferred from BOA to Admin Fund	3,693,009
Funds Transferred from BOA to Reserve Fund	6,820,616
Annual Accounting - Transfer from Revenue Fund	114,664
Interest Income / Loss	3,491,500
Total Receipts	<u>146,032,113</u>

Total Cash \$ 231,364,033

Disbursements

Debt Service - transfer to 1999C Principal	-
Debt Service - transfer to 1999C Interest	10,357,238
Debt Service - transfer to 2012 Interest	1,332,753
Debt Service- transfer to 2012 Principal	7,535,983
Debt Service - transfer to 2022B Interest	9,968,696
Debt Service- transfer to 2024A Interest	279,526
Semi-Annual Accounting - Transfers & Debt Service	
Transfer to 2012 Reserve	-
Transfer to 2004A Financing Fee	368
Transfer to 2016B Financing fee	8,424,703
Transfer to 1999A Financing fee	114,296
Transfer to Admin Fund	3,596,064
Transfer to Master Reserve	6,820,616
Transfer to 2016A Reserve	6,580,500
Transfer to 2016B Financing Fee	-
Transfer to 2022C Interest	2,652,625
Transfer to 17th level	46,429,603
Debt service payment - 2016A Interest	162,595
Debt service payment - 2016B Interest	8,408,798
Debt service payment - 2022C Interest	2,647,617
M&O - Railroads expense payments	10,008,138
M&O - Reserve expense payments	4,301,715
Administrative expense payments	5,172,083
Financing expense payments	1,487,823
Total Disbursements	<u>136,281,740</u>


Net Ending Cash \$ 95,082,293

Ending Cash

Master Indenture Revenue Fund 1170	62,369,911
Master Indenture M&O Fund 1171	8,991,371
Master Indenture Reserve Fund 1172	14,173,606
Admin Fund 1189	7,730,838
Financing Fee-Senior	143,242
Financing Fee-1st Sub	1,064,346
Financing Fee-2nd Sub	608,979
Total Ending Cash	<u>\$ 95,082,293</u>

M E M O

Alameda Corridor Transportation Authority

To:	Governing Board
Meeting Date:	June 25, 2025
From:	Kevin L. Scott, Chief Financial Officer Michael C. Leue, Chief Executive Officer 
Subject:	APPROVE and ADOPT the ACTA Officer and Employee Publicly Available Pay Schedule for Fiscal Year 2025/2026

Recommendation:

Staff requests that the Governing Board approve and adopt the Publicly Available Pay Schedule for ACTA's Officers and Employees effective July 1, 2025. The proposed Publicly Available Pay Schedule, presented in ***Transmittal 1***, sets the range of salaries allowed for each ACTA position including a 3.0 percent increase to the Minimum and the Maximum limit for each position compared to the Fiscal Year 2024/2025 Pay Schedule, plus a recalibration of officer's salary ranges to better align with other agencies, as well as the definition for a new position "Business Systems Analyst."

Background:

The California Public Employee Retirement System (CalPERS) requires its member agencies to have each agency's governing body approve its then-current employee Pay Schedule and thereafter make it publicly available. This item is brought before the ACTA Governing Board for approval to update the past Governing Board-approved Pay Schedule and to comply with CalPERS requirements.

Note that separately from approving the Pay Schedule, the ACTA Governing Board considers and approves the salary budget during each annual Operating Budget approval, which provides direction on Cost-of-Living and Merit Increase allowances to use in assessing actual salaries of each ACTA employee.


Discussion:

ACTA ORGANIZATION

ACTA's Organization Chart is shown in ***Transmittal 2***. In January 2025, management reorganized in response to retirement of the position of Systems & Contracts Manager and hiring of a new position Business Systems Analyst. The Systems & Contracts Manager will be retained on the Pay Schedule for possible future use, but for now all the responsibilities of that position have been reassigned to other positions, including the Business Systems Analyst.

PAY SCHEDULE

ACTA management proposes a Pay Schedule with salary ranges for 12 positions including three officers and nine staff employees. The salary ranges for each position have historically been established by comparing the salaries for ACTA's position descriptions with relatively equivalent City of Los Angeles employee positions.



The comparable City of Los Angeles employee positions and their pay scales are provided in **Transmittal 3**. The proposed ACTA salary ranges are not tied directly to the City of Los Angeles ranges because the City salaries take into consideration certain contractually negotiated terms and conditions that do not carry over to employment at ACTA. Therefore, the proposed salary ranges for each ACTA position also consider changes from the previous ACTA Pay Schedule based on the consumer price index and changes in roles and responsibilities.

The ACTA Governing Board also asked staff to research other public agencies for a wider sampling of pay schedules. **Transmittal 4** presents a comparison of the salary ranges for relatively equivalent positions from several other agencies. Equivalent positions are not always available and comparisons between agencies must consider the specific requirements and level of responsibilities that agencies place on each position.

Transmittal 5 indicates variances in each position comparing ACTA to City of Los Angeles in the first table and comparing ACTA to other agencies in the second table. Only the maximum end of each salary range is compared. ACTA's maximums are within 10 percent of each comparable City of Los Angeles position, and ACTA is 1.7 percent lower considering all positions. For the comparison with other agencies (excluding City of Los Angeles), ACTA is within 10 percent of each comparable position, and ACTA is 0.9 percent higher considering the total of all positions.

Budget Impact:

The approval of ACTA's Pay Schedule will not directly impact ACTA's budget. ACTA's total salary line-item is approved by the Governing Board separately through the annual Operating Budget.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed this board report and there are no legal issues at this time.

Transmittals:

Transmittal 1 – ACTA Publicly Available Pay Schedule Effective July 1, 2025, for FY25-26

Transmittal 2 – ACTA Organization Chart

Transmittal 3 – City of Los Angeles Equivalent Job Positions Pay Schedule

Transmittal 4 – Other Agencies Equivalent Job Positions Pay Schedules

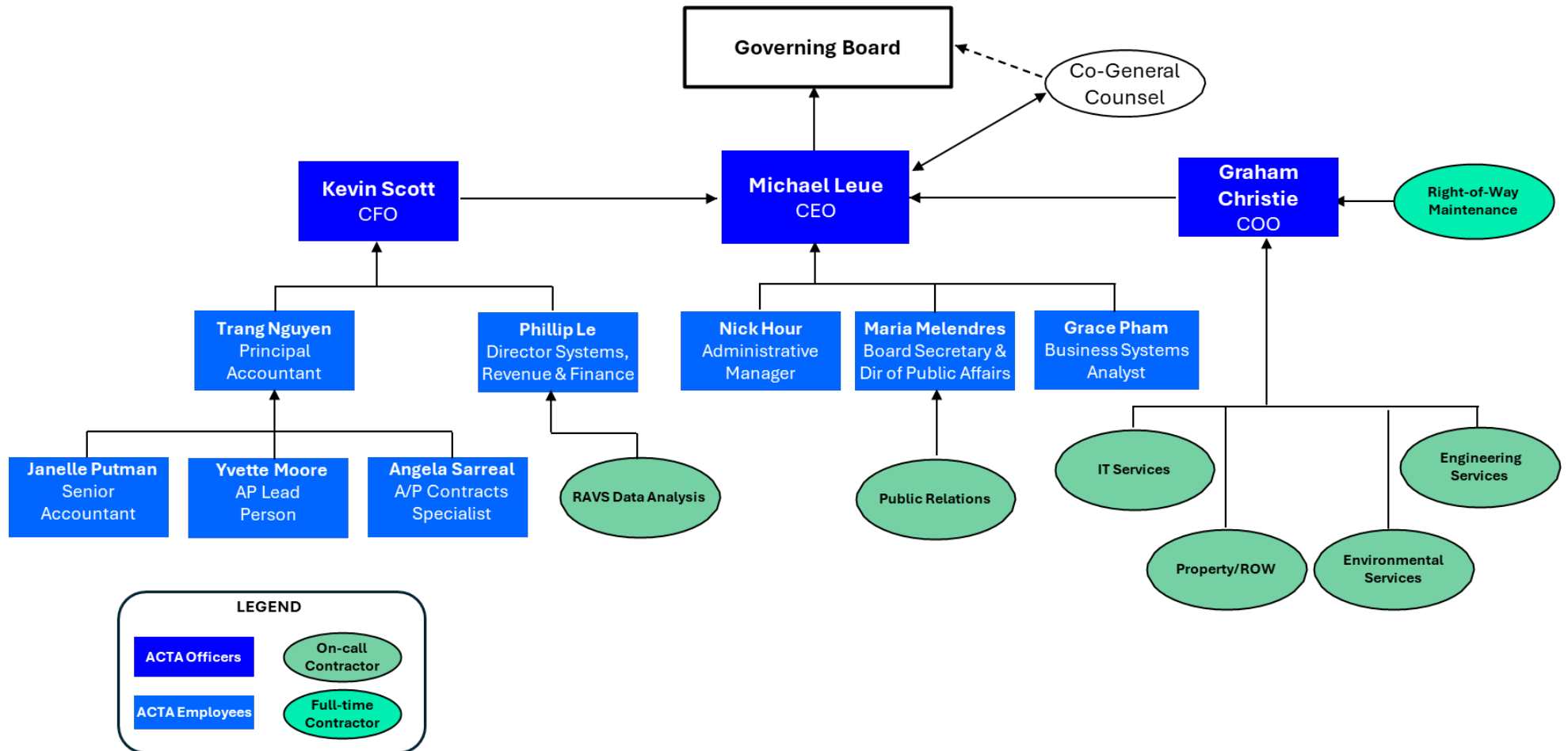
Transmittal 5 – Statistical Comparison of ACTA with City of Los Angeles and Other Agencies

ACTA Officer and Employee Publicly Available Pay Schedule

Effective 07/01/2025

FLSA Exempt	Rate Type For PERS Reporting	Position	Pay Schedule			
			Minimum Annual	Maximum Annual	Minimum Hourly	Maximum Hourly
Yes	Monthly	Chief Executive Officer	\$325,000	\$450,000	\$156.25	\$216.35
Yes	Monthly	Chief Financial Officer	\$243,460	\$325,000	\$117.05	\$156.25
Yes	Monthly	Chief Operating Officer	\$243,460	\$325,000	\$117.05	\$156.25
Yes	Monthly	Dir. of Systems, Revenue, Finance	\$176,622	\$265,239	\$84.91	\$127.52
Yes	Monthly	Principal Accountant	\$149,079	\$223,854	\$71.67	\$107.62
Yes	Monthly	Senior Accountant	\$95,647	\$140,966	\$45.98	\$67.77
Yes	Monthly	Dir. of Public Affairs	\$128,340	\$192,713	\$61.70	\$92.65
Yes	Monthly	Systems & Contracts Manager	\$131,289	\$201,128	\$63.12	\$96.70
Yes	Monthly	Administrative Manager	\$90,588	\$141,590	\$43.55	\$68.07
No	Monthly	Business Systems Analyst	\$90,588	\$141,590	\$43.55	\$68.07
No	Monthly	Accounts Payable Lead Person	\$89,058	\$130,925	\$42.82	\$62.94
No	Monthly	Accounts Payable Contract Specialist	\$83,785	\$122,949	\$40.28	\$59.11

ACTA Organization Chart



City of Los Angeles Equivalent Job Positions Pay Schedule

<https://cao.lacity.org/MOUs/index.htm>

MOU	CITY OF LA EFFECTIVE DATE	CLASS CODE	TITLE	MIN	MAX
	June 29,2025	9289	Gen Manager Harbor	\$452,427	\$781,058
36	June 29,2025	0807-0	1st Deputy Gen Manager Harbor	\$243,460	\$355,920
36	June 29,2025	1608-0	Dir Financial Analysis & Reporting	\$176,227	\$257,659
36	June 29,2025	1557-2	Financial Manager II	\$148,770	\$217,486
20	June 29,2025	1525-1	Principal Accountant I	\$101,936	\$149,020
36	June 29,2025	1800-2	Public Information Dir II	\$127,472	\$186,395
01	June 29,2025	1739-1	Payroll Analyst I	\$91,015	\$133,089
61	June 29,2025	1590-0	Administrative Analyst	\$100,015	\$146,222
36	June 29,2025	9168-0	Contract Administrator	\$134,634	\$196,835
20	June 29,2025	1523-1	Sr. Accountant I	\$87,320	\$127,681

Other Agencies Equivalent Job Positions Pay Schedules

City of Long Beach-Harbor Dept		Maximum Annual	Contra Costa Trans Authority		Maximum Annual
Executive Director-Harbor		\$471,544	Executive Director		\$451,140
Director of Financial Management		\$267,651	Chief Financial Officer		\$308,600
Deputy General Manager		\$268,223	Chief Financial Officer		\$308,600
Asst Director-Finance		\$241,977	Director, Programming		\$260,112
Manager of Accounting		\$199,982	Finance Manager		\$198,382
Business Systems Spec V		\$131,313	Senior Accountant		\$155,070
Mgr-Government Affairs		\$186,849	Director, External Affairs		\$242,596
Personnel Analyst IV		\$127,685	Human Resources/Admin Manager		\$184,545
Business Development Analyst		\$125,220	Data Analyst		\$149,702
Administrative Analyst IV		\$127,685	Accounting Specialist		\$116,989
Administrative Analyst III		\$118,346	Accounting Specialist		\$116,989

SoCal Water Replenishment Dist		Maximum Annual	SCAG		Maximum Annual
General Manager		\$422,624	Executive Director		\$393,460
Assistant General Manager		\$354,321	Chief Financial Officer		\$335,856
Assistant General Manager		\$354,321	Chief Operating Officer		\$376,159
Chief Financial Officer		\$251,810	Chief Information Officer		\$335,856
Chief Financial Officer		\$251,810	Department Manager		\$215,169
Accounting Supervisor		\$161,771	Principal Accountant		\$147,420
Manager of External Affairs		\$207,164	Senior Public Affairs Specialist		\$135,000
Human Resources Specialist		\$139,990	Payroll Administrator		\$135,000
Analyst		\$121,130	Lead Systems Analyst		\$147,420
Accountant		\$115,361	Accountant		\$113,211
Accountant		\$115,361	Accountant		\$113,211

Statistical Comparison of ACTA with City of Los Angeles and Other Agencies

ACTA Position	Maximum		LA City Position		Other Agencies
		(ACTA Percent Difference)		(ACTA Percent Difference)	
Chief Executive Officer	\$450,000	-1%	\$452,427 *	3%	\$434,692
Chief Financial Officer	\$325,000	-10%	\$355,920	3%	\$316,607
Chief Operating Officer	\$325,000	-10%	\$355,920	-1%	\$326,826
Dir. of Systems, Revenue, Finance	\$265,239	3%	\$257,659	-3%	\$272,439
Principal Accountant	\$223,854	3%	\$217,486	3%	\$216,336
Senior Accountant	\$140,966	-6%	\$149,020	-6%	\$148,893
Dir. of Public Affairs	\$192,713	3%	\$186,395	0%	\$192,902
Administrative Manager	\$141,590	6%	\$133,089	-4%	\$146,805
Business Systems Analyst	\$141,590	-3%	\$146,222	4%	\$135,868
Systems & Contracts Manager	\$201,128	2%	\$196,835	-5%	\$211,191
Accounts Payable Lead Person	\$130,925	2%	\$127,681	10%	\$118,311
Accounts Payable Contract Specialist	\$122,949	-4%	\$127,681	6%	\$115,977
Total	\$2,660,953	-1.7%	\$2,706,335	0.9%	\$2,636,847


*- used minimum of range for this position

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: June 25, 2025

From: Kevin L. Scott, Chief Financial Officer 

Subject: APPROVE Agreement No. C0928 with Baker Tilly US, LLP for Financial Audit Services for a 5-year term and compensation not to exceed \$600,000

Recommendation:

Approve Agreement No. C0928 with Baker Tilly US, LLP (Baker Tilly) for financial audit services and authorize the Chief Executive Officer to execute the Agreement. The term of the proposed Agreement is for 5 years, unless terminated earlier, with a not-to-exceed compensation amount of \$600,000.

Discussion:

The Joint Powers Agreement establishing ACTA requires that audits of ACTA's financial records be conducted annually. In 1998, 2004 and 2009, following competitive selection procedures, the ACTA Governing Board approved agreements with KPMG to conduct the annual financial audits.

In 2015, following another competitive selection process, Moss Adams, LLP (Moss Adams) was selected for a five-year term with a five-year renewal option. The Agreement has been amended six times:

1. In 2016 to add service and increase compensation
2. In 2017 to increase compensation
3. In 2019 to extend the term by three years and increase compensation
4. In 2020 to add services and increase compensation
5. In 2021 to Increase compensation
6. In 2023 to extend the term by two years and increase compensation

On March 6, 2025, ACTA issued a Request For Proposals ("RFP") for financial audit services. Eight firms submitted proposals in response to the RFP on April 10, 2025. A four-member evaluation committee consisting of ACTA's Chief Financial Officer, Principal Accountant, Senior Accountant and a Port of Los Angeles' Financial Manager reviewed the written proposals. The RFP Selection Evaluation Form is provided in Transmittal 3. Four firms were invited to participate in interviews, which were conducted during the week of May 5, 2025.

Based on the written proposals received and interviews conducted, the evaluation committee scored the incumbent firm, Moss Adams, the highest among the eight firms. A list of the firms submitting proposals and the evaluation committee scores are shown on Transmittal 4. During the interview with Moss Adams, the lead partner disclosed that effective June 1, 2025, the firm would merge with Baker Tilly and thereafter be known as Baker Tilly US, LLP. The Agreement requires that the Moss Adams' proposed staffing remains the same while those individuals remained employed with Baker Tilly. However, California Government Code section 12410.6.(b) requires that the lead audit partner for a local agency serve no more than six consecutive years. Accordingly, the

Moss Adams lead partner, now named as the Baker Tilly lead partner, will rotate off the ACTA audit team prior to the start of the FY2027 audit, having served a six-year term. The next lead audit partner will be selected in accordance with the terms of the Agreement wherein ACTA is authorized to select the next lead partner. The proposed Agreement with Baker Tilly is provided in Transmittal 1 and the Scope of Work for the financial audits is provided in Transmittal 2.

Budget Impact:

The proposed not to exceed amount for the Agreement is \$600,000 for the five-year term. For fiscal year 2025-26, the ACTA Operating Budget includes \$110,000 for Financial Audit Services.. Future fiscal year spending will be requested to be budgeted as part of the annual budgeting process, subject to Board approval.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed and approved the proposed Agreement as to form.

Transmittals:

Transmittal 1 – Agreement No. C0928

Transmittal 2 – Scope of Work

Transmittal 3 – Evaluation Form

Transmittal 4 – Evaluation Scores of Proposing Firms

AGREEMENT NO. C0928

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
BAKER TILLY US, LLP

THIS AGREEMENT ("Agreement") is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a California Joint Powers Authority ("ACTA") acting by and through its Governing Board ("Board"), and BAKER TILLY US, LLP, an Illinois limited liability partnership, whose address is 222 N. Pacific Coast Highway, Suite 1400, El Segundo, California 90245 ("Consultant").

WHEREAS, ACTA requires the professional, expert and technical services of Consultant on a temporary or occasional basis to conduct annual independent financial audits for ACTA's financial statements ("Project"); and

WHEREAS, the firm Moss Adams LLP submitted a proposal in response to ACTA's Request for Proposals ("RFP") for financial audit services, receiving the highest score among the firms that submitted proposals; and

WHEREAS, in June 2025 and prior to the award of this Agreement, Moss Adams merged with Consultant, with the new entity using Consultant's name after the merger; and

WHEREAS, this Agreement is entered into with Consultant using the staffing and compensation terms as set forth in the proposal submitted by Moss Adams; and

WHEREAS, Consultant is an organization that provides the financial auditing services requested in the RFP and by virtue of training and experience, is well-qualified to provide such services to ACTA; and

WHEREAS, ACTA does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Incorporation of Recitals

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant

2.1 All of the potential services Consultant shall perform for ACTA are set forth in Exhibit A hereto and hereinafter shall be referred to as "Scope of Work."

2.2 Consultant's performance of tasks or subtasks shall occur as follows:

a. ACTA's Chief Executive Officer ("CEO") or Chief Financial Officer ("CFO") shall issue a written Contract Task Order ("CTO") in the form attached hereto as Exhibit B that specifies, without limitation: the task or subtask to be performed; the specific services required in connection with such task or subtask; the deliverables required in the performance of such task or subtask; the schedule for the performance of such task or subtask; authorized personnel who may perform the task or subtask; and authorized compensation for such task or subtask.

b. Consultant, to reflect its agreement with all the terms of such CTO, shall sign, date and return such CTO to ACTA.

c. Following ACTA's receipt of the CTO signed by Consultant, ACTA's CEO or CFO shall issue a Notice to Proceed in the form attached hereto as Exhibit C that has been signed by ACTA's CEO or CFO authorizing Consultant to commence performance of the services contemplated by such CTO.

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that ACTA's CEO or CFO lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a CTO, or in the absence of both a CTO and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of ACTA's CEO or CFO, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted on the effective date of this Agreement, whom ACTA's CEO or CFO may subsequently approve in writing ("Subconsultants"), or as listed on CTOs. Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to ACTA and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon ACTA's written request, Consultant shall supply ACTA with all agreements between it and its Subconsultants.

2.5 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between ACTA and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, City, or any other governmental entity.

2.6 ACTA's CEO shall resolve in his sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a CTO, and the amount of compensation due. Upon written notice from

ACTA's CEO or CFO, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to his reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.6 is a condition to payment by ACTA of compensation to Consultant pursuant to this Agreement.

2.7 Consultant's representative responsible for administering this Agreement, Matt Parsons ("Project Manager"), shall not be changed without ACTA's CEO's written approval. ACTA's CEO or CFO may, for any reason in their sole reasonable discretion, require Consultant to substitute a new Project Manager. If ACTA requests a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the services provided and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.8 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.9 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.9 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice ACTA at the lower rate.

2.10 Consultant shall promptly consider and implement any written comments of ACTA's CEO or CFO.

2.11 Consultant shall review information provided by ACTA. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of ACTA in writing.

2.12 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by ACTA. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in a project CTO shall entitle ACTA to have services completed by others, shall obligate Consultant to pay ACTA ACTA's cost to undertake completion of such services, and shall authorize ACTA to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a CTO shall result in economic losses to the ACTA, including, but not limited to, the timely bidding and awarding of contracts, completion of any project in connection with which Consultant's services are rendered and the use of such project by ACTA, the users of the Alameda Corridor and the public.

3. Services To Be Performed By ACTA

3.1 ACTA shall provide Consultant upon request all documents and papers in possession of ACTA which may be lawfully supplied to Consultant which, in the sole reasonable discretion of ACTA's CEO, are necessary for Consultant to perform its obligations under this Agreement.

3.2 Consultant shall provide ACTA with reasonable advance written notice if it requires access to any premises under the control of ACTA. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of ACTA's CEO, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such premises may be occupied or used by railroad companies, tenants or contractors of ACTA and that access rights granted by ACTA to Consultant shall be consistent with any such occupancy or use.

3.3 ACTA shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term

4.1 The effective date of this Agreement shall be the date of its execution by ACTA's CEO or his designee upon authorization of the Board.

4.2 Commencing on the Agreement's effective date, this Agreement shall be in full force and effect until the earlier of the following occurs:

- a. Five (5) years has lapsed from the effective date of this Agreement; or
- b. ACTA's Board, in its sole discretion, terminates this Agreement pursuant to Section 6.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, ACTA shall pay Consultant and Consultant shall accept a sum not to exceed Six Hundred Thousand Dollars (\$600,000). The total sum payable under this Agreement shall be determined by CTOs and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit D. No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit D expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a CTO.

a. Fixed Fee. Lump sum compensation for satisfactory performance as may be specified in a particular CTO.

b. Time and Materials Fee. Consultant shall be paid based on the actual time expended in the performance of tasks or subtasks using the applicable rates set forth in Exhibit D. Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit D state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged unless authorized in Exhibit D.

c. Equal Payment Fee. Consultant shall be paid equal amounts over time throughout a particular CTO, up to the stated fixed amount.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to ACTA for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.6. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and one (1) copy of each such invoice for payment in the format that contains the information specified in Exhibit E, and that includes the following certification:

"I certify under penalty of perjury that the above invoice is true and just, in accordance with the terms of Agreement No. C0928, that payment of this invoice has not been received and that none of the items contained in the invoice have been submitted to any other agency.

(signed)

5.5 Where Consultant employs Subconsultants under this Agreement, Consultant shall submit to ACTA, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit F) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form.

5.6 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less. All invoices are subject to audit.

5.7 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of ACTA business, the same may be reviewed and approved.

For payment and processing, all invoices shall be mailed to the following address:

Accounts Payable Department
Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

In addition to, or in lieu of, mailing invoices per the above instructions, Consultant may email invoices to accountspayable@acta.org, and Consultant shall be responsible for confirming receipt of emailed invoices. ACTA shall not be responsible for invoices incorrectly emailed or not received due to technical issues, regardless of the source of such issues.

6. Termination

6.1 The Board, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon ACTA's CEO giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of ACTA to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

6.2 Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. ACTA's CEO, in his sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly.

6.3 If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to ACTA in an organized, usable form with all items properly labeled to the degree of detail specified by ACTA's CEO. No compensation shall be due Consultant until it complies with the requirements of this paragraph.

6.4 Pursuant to Section 5 of ACTA's Amended and Restated Joint Exercise of Powers Agreement, ACTA shall be restricted in its powers in the same manner as the City of Los Angeles is restricted in its exercise of similar powers. Therefore, this Agreement is subject to the provisions of the Los Angeles City Charter Section 320 which precludes ACTA from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

ACTA, its board, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any

compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

7. Recordkeeping and Audit Rights

7.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied. Consultant's books and records shall be readily accessible to and open for inspection and copying at the premises by ACTA, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of five (5) years after completion of services to be performed under this Agreement, unless ACTA requests a longer period of time or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

7.2 During the term of this Agreement, ACTA may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to ACTA. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide ACTA at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by ACTA. ACTA's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to ACTA, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 7.2 shall constitute a material breach of this Agreement and shall entitle ACTA to withhold any payment due under this Agreement until such breach is cured.

8. Consultant Is An Independent Contractor

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of ACTA. Consultant shall not represent itself as an agent or employee of ACTA and shall have no power to bind ACTA in contract or otherwise.

9. Indemnification

Except for the sole negligence or willful misconduct of ACTA, its Board or any of its officers, agents, employees, assigns and successors in interest, Consultant undertakes and agrees to defend, indemnify and hold harmless ACTA, its Board and any of its officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, arbitration proceedings, administrative proceedings, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by ACTA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to ACTA under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States and the State of California.

10. Insurance

10.1 Insurance procured by Consultant on Behalf of Consultant

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and as a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(a) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that ACTA's CEO may permit a self-insured retention or self-insurance in those cases where, in his judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by ACTA shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision,

a severability of interest clause. Where Consultant's operations involve work within 50 feet of railroad track, Consultant's commercial general liability insurance shall have the railroad exclusion deleted. Each policy shall name ACTA, its Board, officers, agents and employees as Primary additional insureds.

(b) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall name ACTA, its Board, officers, agents and employees as Primary additional insureds.

(c) Workers' Compensation and Employer's Liability

Consultant shall certify that it 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 that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against ACTA in any circumstance in which it is alleged that actions or omissions of ACTA contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(d) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

10.2 Insurance Procured by Consultant on Behalf of ACTA

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and where Consultant is required to name ACTA, its Board, officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause ACTA to be named as an additional insured on all policies it procures in connection with this Section 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the Alameda Corridor Transportation Authority, its Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. C0928, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by ACTA is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to ACTA's CEO with copies sent to ACTA's Co-General Counsel at the following addresses: 1) Office of the Long Beach City Attorney, 411 West Ocean Boulevard, 9th Floor, Long Beach, California 90802, and 2) Office of the Los Angeles City Attorney, 425 S. Palos Verdes Street, San Pedro, California, 90731."

10.3 Required Features of Coverages

Insurance procured by Consultant in connection with this Section 10 shall include the following features:

(a) Acceptable Evidence and Approval of Insurance

Consultant's insurance broker or agent shall submit to ACTA the appropriate proof of insurance on Consultant's behalf.

Upon request by ACTA, Consultant shall furnish full copies of certified policies of any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(b) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement

shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to ACTA.

(c) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to ACTA as set forth herein.

(d) Modification of Coverage

ACTA's CEO, at his sole reasonable discretion, based upon recommendation of independent insurance consultants to ACTA, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the ACTA a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, ACTA's CEO may, at his own option but without any obligation, obtain such insurance to protect ACTA's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(f) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, ACTA requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ACTA.

10.4 Accident Reports

Consultant shall report in writing to ACTA's CEO within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon any Alameda Corridor property if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. Personal Services Agreement

Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on ACTA to such Subconsultant(s) or give the Subconsultant(s) any rights against ACTA.

12. Confidentiality

Consultant shall not disclose any proprietary or confidential information of ACTA to any third party or parties during or after the term of this Agreement without the prior written consent of ACTA. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

13. Affirmative Action

Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded shall contain a like nondiscrimination provision.

14. Small/Very Small Business Enterprise Program

It is the policy of ACTA to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all ACTA contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist ACTA in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit G.

15. Conflict of Interest

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of ACTA. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or

employee of ACTA relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, ACTA may immediately terminate this Agreement by giving written notice thereof.

16. Compliance with Applicable Laws

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, and local laws, ordinances, rules, regulations, and orders.

17. Trademarks, Copyrights and Patents

Consultant shall promptly and fully inform ACTA's CEO in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify ACTA and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by ACTA of any materials supplied by Consultant in the performance of this Agreement.

18. Proprietary Information

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by ACTA as soon as they are developed, whether in draft or final form. ACTA has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that ACTA at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for ACTA the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by ACTA, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the ACTA, its Board, officers, agents or employees, is not given in confidence. Accordingly, ACTA or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

19. Royalty-Free License

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, ACTA shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by ACTA. Upon ACTA's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to ACTA. It is expressly understood and agreed that, as between ACTA and Consultant, the referenced license shall arise for ACTA's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. ACTA may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by ACTA.

20. ACTA's Disclosure Obligations

Consultant acknowledges that ACTA is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

21. Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, registered or certified mail, return receipt requested, and postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to ACTA shall be addressed to its Chief Executive Officer, Alameda Corridor Transportation Authority, 3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. Construction of Agreement

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

23. Titles and Captions

The parties have inserted the section titles in this Agreement only as a matter of

convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

24. Modification in Writing

This Agreement shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement. Any such modifications are subject to all applicable approval processes required by ACTA.

25. Waiver

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

26. Governing Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

27. Severability

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

28. Integrated Agreement

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS**

AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.

29. Exhibits; Sections

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

30. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

The use of electronic signatures herein, or in any amendments to this Agreement, and any electronic records related to this Agreement (including, without limitation, any agreement or other record created, generated, sent, communicated, received, or stored by electronic means), shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign or Acrobat Sign).

The parties agree that electronically signed and/or electronically transmitted signatures shall be conclusive proof, admissible in judicial proceedings, of such party’s execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

BAKER TILLY US, LLP

Date: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2025
Hydee Feldstein Soto, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

Rev. 2-22-24

EXHIBIT A

SCOPE of WORK

A. Summary of Work to be Performed

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2. A report on compliance and internal control over financial reporting based on an audit of the financial statements
3. A report on compliance and internal control over compliance applicable to each major federal program.

In the required report[s] on compliance and internal controls, the consultant shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

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separate letter to management, which shall be referred to in the reports on compliance and internal controls.

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1. United States Department of Transportation
2. U.S. General Accounting Office (GAO)
3. Parties designated by the federal or state governments or by ACTA as part of an audit quality review process
4. Auditors of entities of which ACTA is a recipient or sub-recipient of grant funds

5. Auditors of entities of which ACTA has agreements that allows such entities to perform audit of ACTA
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Matt Parsons, Partner, Engagement Leader
Ashley Osten, Partner, Concurring Review Partner
Corinne Wood, Senior Manager
Shelby Kuryllo, Manager

/////

/////

/////

Exhibit "B"

Contract Task Order

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Agreement No. _____
Contract Task Order No. ____

Project Name

Pursuant to Section 2 of Agreement No. _____, after receipt of a written Notice to Proceed signed by ACTA's CEO, Consultant shall proceed with the following:

<u>Task Services</u>	<u>Authorized Amount</u>
----------------------	--------------------------

Consultant shall provide all required task, services, and deliverables in accordance with Exhibit A to Agreement No. _____.

Consultant shall complete the work within ____ calendar days from ACTA's transmittal of its written Notice to Proceed.

Consultant shall undertake the following MBE/WBE/SBE/VSBE/DVBE/OBE utilization in connection with its performance of this Contract Task Order No. ____:

Consultant acknowledges that the terms and conditions of Agreement No. _____ govern this Contract Task Order and that its signature below reflects its agreement with the terms and conditions of this Contract Task Order No. ____.

If you have any questions, please contact _____ at (562) 247-_____.

Very truly yours,

Mike Leue
ACTA Chief Executive Officer

ACCEPTED:

(Consultant Name)

Exhibit "C"

Form of Notice to Proceed

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Agreement No. _____
Notice to Proceed – Contract Task Order No. ____
Project Name

This is to notify and direct you to commence performance of the subject Contract Task Order No. _____. Enclosed is your set of the executed Contract Task Order documents.

If you have any questions, please contact _____ at (562) 247-_____.

Very truly yours,

Mike Leue
ACTA Chief Executive Officer

Enclosure: Contract Task No. ____

EXHIBIT D

Fees & Rates

Fees

Service Description	2025	2026	2027	2028	2029
Financial statement audit for fiscal years ending June 30	\$94,500	\$98,000	\$101,500	\$105,000	\$108,500
Estimated reimbursable expenses for travel, meals, and mileage	\$1,800	\$1,900	\$2,000	\$2,100	\$2,200
5% administrative and technology fee which includes use of technology equipment, report processing, printing, mailing, and out-of-pocket confirmation requests	\$4,725	\$4,900	\$5,075	\$5,250	\$5,425
Attendance at your audit committee meetings, including: <ul style="list-style-type: none"> • Presentation of audit results • Communication of internal control issues • Management letter 			Included		
Consulting, as needed	At hourly rates listed below				
Total	\$101,025	\$104,800	\$108,575	\$112,350	\$116,125

Billing Rates

For the purpose of the fee estimates noted above, we've discounted a blended rate for all staff for each projected year above.

Staff Level	2025	2026	2027	2028	2029
Partner	\$270	\$280	\$290	\$300	\$310
Senior Manager	\$270	\$280	\$290	\$300	\$310
Manager	\$270	\$280	\$290	\$300	\$310
Senior	\$270	\$280	\$290	\$300	\$310
Staff	\$270	\$280	\$290	\$300	\$310

EXHIBIT E

Company Letterhead

Agreement No.:
TIN:

Invoice Number:
Date:
ACTA PM:

Task number, Project Title
Billing Period: Month/Day/Year to Month/Day/Year

Authorized PD Budget	Current Invoice	Invoiced To-Date	PD Balance
\$0.00	\$0.00	\$0.00	\$0.00

PERSONNEL:	Rate/Hour	Current Hours	Cumulative Hours	Current Total
Name & Title	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
Total Labor Cost:				\$0.00

SUBCONSULTANT:	Activity	Current Total
Name of Subconsultant	Work Performed	\$0.00
"		\$0.00
"		\$0.00
"		\$0.00
Total Subconsultant Cost:		\$0.00

REIMBURSABLE EXPENSES:	Current Total
Mileage, Parking, Car Rentals, Reproduction/Copies, etc.	\$0.00
"	\$0.00
"	\$0.00
"	\$0.00
"	\$0.00
	\$0.00
Total Other Direct Cost:	\$0.00

REMIT PAYMENT TO:

Company Name

Address

City, ST Zip

TOTAL AMOUNT NOW DUE: \$0.00

Progress Report: Describe the work undertaken during this billing period. Identify accomplishments and challenges encountered. Provide other info as appropriate.

I certify under penalty of perjury that the above bill is just and correct according to the terms of Agmt #_____ and that payment has not been received.

Consultant Representative Name

Date:

APPROVED AS TO SCOPE AND
AMOUNT OF WORK PERFORMED

ACTA PROJECT MANAGER

Exhibit F**ALAMEDA CORRIDOR
MONTHLY SUBCONTRACTOR MONITORING REPORT**

Instructions: Please indicate the participation levels achieved for the month of _____ for the referenced contract number.

Contract No. _____ Start Date _____ End Date _____

Committed SBE Participation Percentage _____

				PROPOSED	ACTUALS		
	Name of Subcontractor	Work Performed	Certifications:* SBE/VSBE/MBE/WBE/OBE/DVBE	Original Proposed SBE Percentage	Amount Paid This Month	Amount Paid to Date	Overall Contract Amount Percentage (Paid to Date)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

* Indicate all certifications held by each subcontractor

EXHIBIT G

SMALL BUSINESS ENTERPRISE PROGRAM

The Alameda Corridor Transportation Authority ("ACTA") is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at ACTA. ACTA's Small Business Enterprise (SBE) Program was created to provide opportunities for small businesses to participate in professional service and construction contracts. It is the policy of ACTA to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows ACTA to target small business participation, including MBEs, WBEs, and DVBES, more effectively.

An overall ACTA goal of 25% SBE participation by total contract value and/or by total number of contracts awarded to SBE prime consultants or contractors has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work, and will be stated in the specific request for proposals or bids. **Based on the work to be performed under this Agreement, it has been determined that the percentage of required small business participation will be 0%.**

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement, where required, and for reporting to ACTA. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs.

AFFIDAVIT OF COMPANY STATUS

“The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Contractor Description Form** is true and correct and include all material information necessary to identify and explain the operations of

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to ACTA, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement.”

Small/Very Small Business Enterprise Program: Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

☐ SBE ☐ VSBE ☐ MBE ☐ WBE ☐ DVBE ☐ OBE

Signature _____
Printed Name _____

Title _____
Date Signed _____

NOTARY

STATE OF CALIFORNIA)

) ss

COUNTY OF LOS ANGELES)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__ by _____

(1) _____
Name of Signer (1)

Who proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and)

(2) _____
Name of Signer (2)

Who proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____

Place Notary Seal and/or Stamp Above

Contractor Description Form

For the Prime Contractor and each Subcontractor, state the type of SBE certification claimed and, if available, return documentation with this form to ACTA evidencing the declared SBE certification.

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____

Contract Title: _____

Business Name: _____ Award Total: \$ _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

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EXHIBIT A

SCOPE of WORK

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Corinne Wood, Senior Manager
Shelby Kuryllo, Manager

/////

/////

/////

RFP Selection Evaluation Form

PROJECT: Financial Audit Services

SCORING GUIDELINES:

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1=Marginal Abilities, Serious Deficiencies; 2=Adequate with Minor Deficiencies; 3=Adequate, Standard-Acceptable; 4=Well Qualified; 5=Exceptionally Well Qualified.

Weighing Factor: Input using a range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. You may use each number (1 through 6) more than once; however, in establishing weights, the total of all the weighing factors (A -E) must equal 20.

Weighted Score= Rater's Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

Total score= Sum of all weighted scores.

Firm Name		Evaluated by		Date	
CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE	
A. Firm Qualifications	How long has the company been in business? Has the company done similar work as confirmed by references?		5		
B. Project Organization & Management	Is the team organized to provide efficient, professional and quality services?		5		
C. Experience and Qualification of Proposed Personnel	Does the proposed team have qualifications and experience for requested services?		6		
D. Contract Fee Schedule	Does team have cost effective fees?		3		
E. Clarity and Comprehensiveness of the Proposal	Is the Proposal clear, comprehensive, and understandable?		1		
	Maximum points possible=100		A+B+C+D+E=20	Total Points=100	

Proposing Firms

Clifton Larson Allen (CLA)
Crowe
Eide Bailly
Macias Gini & O'Connell (MGO)
Moss Adams (Baker Tilly US)
The Pun Group
Vasquez
Weaver and Tidwell

Evaluation Scores


	Score	Rank
Baker Tilly US	382	1
	359	2
	335	3
	332	4
	325	5
	278	6
	276	7
	276	7

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: June 25, 2025

From: Michael C. Leue, Chief Executive Officer 

Subject: APPROVE Election of Chair and Vice-Chair for Fiscal Year 2025/2026

Recommendation:

Elect a Chair and Vice-Chair of the Governing Board for Fiscal Year 2025/2026 (FY26).

Discussion:

ACTA's amended and Restated Joint Exercise of Powers Agreement provides in Section 4(E), entitled "Officers":

The Governing Board shall elect one member as the Chair of said Board and one member as the Vice-Chair for its first year of operation or portion thereof and thereafter as of each successive July 1, the Governing Board shall elect a Chair and Vice-Chair. Said Chair and Vice-Chair shall each rotate on an annual basis between members representing Los Angeles and Long Beach.

Accordingly, it is recommended that the Board elect a Chair and Vice-Chair for FY26.

As information, current Board members and alternates of the Governing Board include:

AGENCY	BOARD MEMBER	ALTERNATE MEMBER
City of Los Angeles	Councilmember Tim McOsker	Councilmember Curren Price, Jr.
City of Long Beach	Councilmember Suely Saro	Councilmember Tunua Thrash-Ntuk
Port of Los Angeles	Commissioner Ed Renwick	Commissioner I. Lee Williams
Port of Long Beach	Commissioner Frank Colonna	Commissioner Sharon Weissman
Port of Los Angeles	Gene Seroka	Michael DiBernardo
Port of Long Beach	Mario Cordero	Casey Hehr
LA Metro	Michael Cano	None

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.