REIMBURSEMENT AGREEMENT
Between [AGENCY NAME] And
CALIFORNIA TRANSPORTATION COMMISSION
For REIMBURSEMENT OF EXPENSES RELATED TO
REVIEWING AND PROCESSING OF A TOLL FACILITY APPLICATION

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the [AGENCY NAME] (hereinafter called "[AGENCY]") and the California Transportation Commission (hereinafter called "COMMISSION").

R E C I T A L S

WHEREAS, Streets and Highways Code § 149.7 ("Section 149.7") calls for a regional transportation agency that applies to the COMMISSION to develop and operate toll facilities pursuant to Section 149.7 to reimburse the COMMISSION for all of its costs and expenses incurred in the review and processing of an application for the proposed toll facility; and

WHEREAS, the COMMISSION's adopted Guidelines for Toll Facility Project Applications, as may be amended, require a Section 149.7 applicant to submit a signed reimbursement agreement in conjunction with an application for a proposed toll facility; and

WHEREAS, [AGENCY] intends to submit a Section 149.7 application for the proposed [PROJECT NAME] to the COMMISSION for review and approval.

NOW THEREFORE, the parties hereto agree as follows:

1. The [AGENCY SIGNATORY TITLE] of [AGENCY] and the Executive Director of the COMMISSION enter into this Agreement wherein they set out the reimbursement rates and expected workload limits involved in the review and processing of the [PROJECT NAME] application.

2. COMMISSION AGREES

   A. The Funding Agreement Addendum attached and made part of this agreement shall constitute the COMMISSION's estimated staffing plan and budget for work directly related to its activities required for the review and processing of the [PROJECT NAME] application.

B. Upon completion of the work described in this Agreement, the COMMISSION shall provide an itemized invoice to [AGENCY] for all expenses incurred and required for the review and processing of the [PROJECT NAME] application.

C. The COMMISSION shall deliver or mail invoices to [AGENCY], as follows:

[AGENCY NAME]
Attn: [AGENCY CONTACT NAME, TITLE]
[AGENCY STREET ADDRESS]
[AGENCY CITY, STATE ZIP]

The Commission is to email a courtesy copy of any invoice to [AGENCY CONTACT NAME] at [AGENCY CONTACT EMAIL].

D. The COMMISSION shall cooperate fully with [AGENCY] in any auditing and reporting process, as well as any other financial or internal control reports that may be undertaken by [AGENCY] in relation to the [PROJECT NAME] application.

3. [AGENCY] AGREES

A. Within thirty (30) calendar days after receipt and verification of the itemized invoice submitted to [AGENCY] from the COMMISSION, [AGENCY] agrees to reimburse the COMMISSION for its expenses incurred and required for the review and processing of the [PROJECT NAME] application.

4. IT IS MUTUALLY AGREED

A. If, during the course of reviewing the [PROJECT NAME] application, the COMMISSION experiences unexpected workload levels and unbudgeted costs, the COMMISSION shall be entitled to submit an amended staffing plan and budget to [AGENCY] for reimbursement of these unbudgeted costs.

B. The term of this Agreement shall commence when fully executed, and unless amended earlier, shall terminate ninety (90) calendar days after the [PROJECT NAME] application has been approved or rejected by the COMMISSION. Notwithstanding any other

provision to the contrary, [AGENCY] will reimburse the COMMISSION for all work done in relation to the [PROJECT NAME] application which is subject to the reimbursement provisions of Section 149.7 regardless of when such work was done. The actual cost of rendering said service shall be computed in accordance with the provisions of Section 8752.1 of the State Administrative Manual.

C. This Agreement may be terminated by either party with a thirty (30) calendar day written notice.

D. This Agreement may only be amended by mutual written consent of the parties hereto.

E. Any dispute concerning a question of fact arising under this Agreement shall be decided by agreement of both Parties. If no mutual agreement is reached, the parties are free to seek judicial relief.

F. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

G. Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing. Such causes include but are not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; or a material act or omission by the other Party.

H. This Agreement shall be governed by the laws of the State of California.

I. This Agreement and any attachments or documents incorporated herein by inclusion of reference constitute the complete and entire agreement between [AGENCY] and the COMMISSION related to the reimbursement for review and processing of the [PROJECT

NAME] application.

J. At the time [AGENCY] submits the [PROJECT NAME] application, it shall state whether it has complied fully with the provisions of Section 149.7, subdivision (j)(1), concerning consultations.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

[AGENCY NAME IN CAPS]	CALIFORNIA TRANSPORTATION COMMISSION
[AGENCY SIGNATORY NAME] [AGENCY SIGNATORY TITLE]	Tanisha Taylor Executive Director
Date	Date

FUNDING AGREEMENT ADDENDUM

Based on the estimates contained in the figure below, the COMMISSION estimates that the Full Reimbursement cost shall not exceed $XXX,XXX.

AB 194 - [AGENCY] [PROJECT NAME] Toll Application					
Full Cost Recovery Calculations					
Commission Staff	**Loaded Hourly Rate**	**Estimated hours (min)**	**Estimated Total**	**Estimated hours (max)**	**Estimated Total**
Executive Director	XXX.XX	XXX	$XX,XXX	XXX	$XX,XXX
Chief Deputy Director	XXX.XX	XXX	$XX,XXX	XXX	$XX,XXX
Deputy Director	XXX.XX	XXX	$XX,XXX	XXX	$XX,XXX
Sup Trans Engineer	XXX.XX	XXX	$XX,XXX	XXX	$XX,XXX
Sr Trans Engineer	XXX.XX	XXX	$XX,XXX	XXX	$XX,XXX
SSMI	XXX.XX	XXX	$XX,XXX	XXX	$XX,XXX
Analyst 2	XXX.XX	XXX	$XX,XXX	XXX	$XX,XXX
Staff Total			**$XX,XXX**		**$XXX,XXX**
Consultant Contract(s)					
(Consultant)			$ -		$XX,XXX
Consultant Total			**$ -**		**$XX,XXX**
Public Hearing Costs			**$X,XXX**		**$X,XXX**
TOTAL			**$XX,XXX**		**$XXX,XXX**

Total $XXX,XXX