



MEETING AGENDA

Budget and Implementation Committee

Time: 9:30 a.m.

Date: June 28, 2021

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

COMMITTEE MEMBERS

Lloyd White, **Chair** / David Fenn, City of Beaumont
Raymond Gregory, **Vice Chair** / Mark Carnevale, City of Cathedral City
Kyle Pingree / Alberto Sanchez, City of Banning
Linda Molina / Wendy Hewitt, City of Calimesa
Jeremy Smith / Larry Greene, City of Canyon Lake
Steven Hernandez / Denise Delgado, City of Coachella
Scott Matas / Russell Betts, City of Desert Hot Springs
Bob Magee / Natasha Johnson, City of Lake Elsinore

Jan Harnik / Kathleen Kelly, City of Palm Desert
Lisa Middleton / Dennis Woods, City of Palm Springs
Chuck Conder / Erin Edwards, City of Riverside
Alonso Ledezma / Crystal Ruiz, City of San Jacinto
Ben J. Benoit / Joseph Morabito, City of Wildomar
Karen Spiegel, County of Riverside, District II
Chuck Washington, County of Riverside, District III

STAFF

Anne Mayer, Executive Director
Theresia Trevino, Chief Financial Officer

AREAS OF RESPONSIBILITY

Annual Budget Development and Oversight
Competitive Federal and State Grant Programs
Countywide Communications and Outreach Programs
Countywide Strategic Plan
Legislation
Public Communications and Outreach Programs
Short Range Transit Plans

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
BUDGET AND IMPLEMENTATION COMMITTEE**

www.rctc.org

AGENDA*

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

9:30 a.m.

Monday, June 28, 2021

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

INSTRUCTIONS FOR ELECTRONIC PARTICIPATION

Join Zoom Meeting

<https://rctc.zoom.us/j/83764516749>

Meeting ID: 837 6451 6749

One tap mobile

+16699006833,,83764516749# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

For members of the public wishing to submit comment in connection with the Budget and Implementation Committee Meeting please email written comments to the Clerk of the Board at lmobley@rctc.org prior to June 27, 2021 at 5:00 p.m. and your comments will be made part of the official record of the proceedings. Members of the public may also make public comments through their telephone or Zoom connection when recognized by the Chair.

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

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Committee meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

- 4. PUBLIC COMMENTS** – *Under the Brown Act, the Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration. Each individual speaker is limited to speak three (3) continuous minutes or less.*

- 5. ADDITIONS/REVISIONS** *(The Committee may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*

- 6. CONSENT CALENDAR** - *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

6A. APPROVAL OF MINUTES – MAY 24, 2021

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7. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 11

Overview

This item is for the Committee to:

- 1) Receive and file an update on state and federal legislation; and
- 2) Forward to the Commission for final action.

8. 2022 STATE TRANSPORTATION IMPROVEMENT PROGRAM FUNDING DISTRIBUTION AND DRAFT FUND ESTIMATE

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Overview

This item is for the Committee to:

- 1) Approve the 2022 State Transportation Improvement Program (STIP) funding distribution among the three geographic areas in Riverside County per the adopted STIP intracounty Memorandum of Understanding (MOU); and
- 2) Forward to the Commission for final action.

9. COUNTYWIDE TRANSIT REPORT: FISCAL YEARS 2017/18 THROUGH 2019/20

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Overview

This item is for the Committee to:

- 1) Receive and file the Countywide Transit Report for Fiscal Year 2017/18 through FY 2019/20; and
- 2) Forward to the Commission for final action.

10. FISCAL YEAR 2021/22 COMMUTER ASSISTANCE PROGRAM RECOMMENDATIONS

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Overview

This item is for the Committee to:

- 1) Approve Agreement No. 21-41-123-00 among the Riverside County Transportation Commission (Commission), San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (LACMTA), Orange County Transportation Authority (OCTA), and Ventura County Transportation Commission (VCTC), for a total contract amount of \$977,719 for Regional Rideshare Software over a three-year term, including the Commission's total share of \$186,444 inclusive of \$18,000 in contingency;
- 2) Approve Agreement No. 20-41-090-01, Amendment No. 1 to Agreement No. 20-41-090-00, with SBCTA for Rideshare Program Implementation, removing Rideshare and Vanpool Software expenses from the Scope of Work and incorporating them into Agreement No. 21-41-123-00;
- 3) Approve Memorandum of Understanding No. 21-41-122-00 between LACMTA, OCTA, RCTC, SBCTA, and VCTC to merge and consolidate the agencies' rideshare databases;
- 4) Adopt Resolution No. 21-013, "*Resolution of the Riverside County Transportation Commission Adopting Amended Guidelines for the Administration of the Measure A Funded Commuter Incentive Projects as Part of Its Commuter Assistance Program*";
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission; and
- 6) Forward to the Commission for final action.

11. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

12. COMMISSIONERS / STAFF REPORT

Overview

This item provides the opportunity for the Commissioners and staff to report on attended and upcoming meeting/conferences and issues related to Commission activities.

13. ADJOURNMENT

The next Budget and Implementation Committee meeting is scheduled to be held at **9:30 a.m., July 26, 2021**, via Zoom.

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

BUDGET AND IMPLEMENTATION COMMITTEE

Monday, May 24, 2021

MINUTES

1. CALL TO ORDER

The meeting of the Budget and Implementation Committee was called to order by Chair Lloyd White at 9:30 a.m. via Zoom Meeting ID: 829 3376 1158, pursuant to Governor Newsom's Executive Order N-29-20.

2. ROLL CALL

Members/Alternates Present

Ben J. Benoit
Denise Delgado*
Chuck Conder
Raymond Gregory
Jan Harnik
Bob Magee
Scott Matas
Lisa Middleton
Linda Molina
Karen Spiegel
Chuck Washington
Lloyd White

*Arrived after the meeting was called to order.

Members Absent

Alonso Ledezma
Kyle Pingree
Jeremy Smith

3. PLEDGE OF ALLEGIANCE

Commissioner Linda Molina led the Budget and Implementation Committee in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

At this time, Commissioner Denise Delgado joined the meeting.

- 6. CONSENT CALENDAR** - *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

M/S/C (Molina/Gregory) to approve the following Consent Calendar item(s):

6A. APPROVAL OF MINUTES – APRIL 26, 2021

6B. APPROPRIATIONS LIMIT FY 2021/22

- 1) Adopt Resolution No. 21-010 *“Resolution of the Riverside County Transportation Commission Establishing the Annual Appropriations Limit”*, for Fiscal Year 2021/22; and
- 2) Forward to the Commission for final action.

6C. QUARTERLY FINANCIAL STATEMENTS

- 1) Receive and file the Quarterly Financial Statements for the nine months ended March 31, 2021; and
- 2) Forward to the Commission for final action.

6D. QUARTERLY INVESTMENT REPORT

- 1) Receive and file the Quarterly Investment Report for the quarter ended March 31, 2021; and
- 2) Forward to the Commission for final action.

6E. QUARTERLY SALES TAX ANALYSIS

- 1) Receive and file the sales tax analysis for Quarter 4, 2020 (4Q 2020); and
- 2) Forward to the Commission for final action.

6F. FEDERAL TRANSIT ADMINISTRATION PROPOSED TRIENNIAL OVERALL DISADVANTAGED BUSINESS ENTERPRISE GOAL FOR FEDERAL FISCAL YEARS 2022-2024

- 1) Approve 11 percent as the Commission’s Federal Transit Administration (FTA) proposed triennial overall Disadvantaged Business Enterprise (DBE) race-neutral goal for Federal Fiscal Years (FFY) 2022-24 for the period October 1, 2021 to September 30, 2024; and
- 2) Adopt Resolution No. 21-007, *“Resolution of the Riverside County*

Transportation Commission Adopting Its Triennial Overall Disadvantaged Business Enterprise Program Goal (49 CFR Part 26) as it Applies to Funding Received Directly from the Federal Transit Administration”; and

- 3) Forward to the Commission for final action.

6G. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, JANUARY-MARCH 2021

- 1) Receive and file the Quarterly Public Engagement Metrics Report for January-March 2021; and
- 2) Forward to the Commission for final action.

6H. STATE AND FEDERAL LEGISLATIVE UPDATE

- 1) Receive and file an update on state and federal legislation; and
- 2) Forward to the Commission for final action.

6I. POLICY UPDATE ON THE USE OF STATE TRANSIT ASSISTANCE FUNDING BY OPERATORS

- 1) Adopt Resolution No. 21-011, *“Resolution of the Riverside County Transportation Commission Regarding the Policy for Use of State Transit Assistance Funding by Transit Operators”; and*
- 2) Forward to the Commission for final action.

6J. ADOPTION OF RESOLUTION NO. 21-009 TO BECOME THE ACCESS FUND ADMINISTRATOR FOR THE TRANSPORTATION NETWORK COMPANIES ACCESS FOR ALL PROGRAM

- 1) Adopt Resolution No. 21-009, *“A Resolution of the Riverside County Transportation Commission Authorizing the Execution of the Certification to Serve as the Local Access Fund Administrator (LAFA) for the Access for All Program for the County of Riverside”;*
- 2) Authorize the Executive Director or designee, pursuant to legal counsel review, to execute agreements and/or documents related to the Transportation Network Companies (TNC) Access for All program on behalf of the Commission; and
- 3) Forward to the Commission for final action.

7. PROPOSED BUDGET FOR FISCAL YEAR 2021/22

Michele Cisneros, Deputy Director of Finance, presented the proposed FY 2021/22 Budget, highlighting the following areas:

- Budget adjustments and budget summary

- Revenues/sources by comparison and summary of expenditures, expenses, and uses
- Management Services, Regional Programs, and Capital Project Development & Delivery expenditures/uses
- Capital Project highlights, toll operations, function breakdown, and Measure A Administrative costs
- Next steps

Commissioner Karen Spiegel expressed appreciation to Michele Cisneros for an excellent and thorough report. She asked about the sales tax and the destination versus point of sale and if that is how RCTC has always done it.

Michele Cisneros replied RCTC's Local Transportation Fund (LTF) sales taxes are based on the point of sale and the Measure A sales taxes are based on destination.

Theresia Trevino, Chief Financial Officer, stated sometimes in the past on their sales tax presentations on the revenue projections the distinction there is primarily on larger ticket items like cars. Those automobile sales are based on where the automobile is assumed to be consumed so that would be assessed to the county where you live. Ms. Trevino provided an example that if a person lives in San Bernardino County but bought a car in Riverside County that would not help Measure A.

At this time, Commissioner Spiegel lost her connection.

Vice Chair Raymond Gregory expressed appreciation for the thorough presentation and referred to the new Public Affairs Manager position as it seems to be mostly funded, and it comes out of the External Affairs Department and there is an admin portion. He asked for clarification on what that job is and how does that fit in with the External Affairs Director, Public Affairs Manager, and other staff in that department.

Commissioner Spiegel rejoined the meeting.

Anne Mayer clarified the new position is a Community Engagement Manager. She explained when the Executive Committee was considering organizational changes a Strategic Organization Planning Ad Hoc Committee was formed with some of the Executive Committee to discuss the organization and where there were gaps and particular needs. A recommendation came from that ad hoc committee, which is to add the Community Engagement Manager position. She stated the intent of that position is to increase and enhance RCTC's community engagement and what is becoming increasingly clear a crossed the county is that there are a lot of local and member agencies where there is a lot going on in each of those jurisdictions. This position will allow RCTC to engage more in support of RCTC Board Members on issues of importance in their community. RCTC staff has been attending several city council meetings in Western Riverside County and has seen it has been very beneficial for staff to understand some of

the big issues going on in the jurisdictions. There is also an increasing demand for more stakeholder input and more stakeholder outreach, and more engagement with other community and business groups. There is also a need for additional engagement with the tribal governments, while many of RCTC's projects has specific tribal engagement related to monitoring of cultural resources during construction. Anne Mayer stated it is important given the breadth of RCTC's program that they start establishing more proactive tribal government relationships to build those relationships before the projects are implemented. The goal with this position is to enhance RCTC's engagement in service of the member agencies, the communities, stakeholders, and tribal governments.

Vice Chair Gregory stated Anne Mayer's comments helped and it also answered his question as he wondered why this position was a management level, but this person would need enough experience to speak or answer for the agency when meeting with outside entities. Also, to bring the information back and to share it at the appropriate level and he clarified with Anne Mayer that was correct.

Commissioner Harnik referred to Vice Chair Gregory's question and comment and stated the ad hoc committee had a complete and important discussion on that. She explained one of the things they believe and as Anne Mayer stated RCTC needs to be more proactive and the more information RCTC has going in all directions the more effective RCTC is and the better the public can respond to all the projects being done. Commissioner Harnik asked for clarification on the point of sale with the Measure A.

Michele Cisneros provided an example and stated she lives in San Bernardino County and always purchases her vehicles in Riverside County and Measure A does not receive the sales tax for the purchase of her vehicle, but LTF does. The reason is that her vehicle is being destined to San Bernardino County so San Bernardino County Transportation Authority (SBCTA) will receive the sales tax on their Measure I.

In response to Commissioner Harnik clarification that any Measure A would be the point of purchase and proceed use, Michele Cisneros replied no. Measure A is going to be the destination so wherever the product is going to go that is the county that will receive the benefit of the sales tax. She stated all the online sales are indicative of the destination and why the Measure A money has gone up as it is better than expected.

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

- 1) Receive input on the proposed Budget for Fiscal Year (FY) 2021/22;**
- 2) Approve the revised mid-year FY 2020/21 revenue projections of \$210 million for 2009 Measure A revenues for a revenue budget increase of \$15 million and a related local streets and roads expenditure budget increase of \$4,573,000 to reflect the revised FY 2020/21 Measure A projection;**

- 3) **Approve the revised mid-year FY 2020/21 revenue projections of \$105 million for Local Transportation Fund (LTF) revenues for a revenue budget increase of \$5 million and the related planning allocation expenditure budget increases of \$113,000 and transfer out of \$150,000 to reflect the revised FY 2020/21 LTF projection;**
- 4) **Approve the revised FY 2021/22 revenue projections of \$210 million for 2009 Measure A and \$105 million for LTF;**
- 5) **Approve the salary schedule effective July 1, 2021, located in Appendix B of the proposed budget;**
- 6) **Authorize the expenditure of \$1,025,700 of 91 Express Lanes toll revenues designated as surplus in accordance with the 2013 Toll Revenue Bonds Indenture to fund Commission costs related to the development of agreements related to the funding, construction, operations, maintenance, and use of toll revenues for the future direct, tolled connector linking the SR-241 toll road to the 91 Express Lanes (241/91 Connector);**
- 7) **Close the public hearing on the proposed Budget for FY 2021/22 at the June Commission meeting;**
- 8) **Adopt the proposed Budget for FY 2021/22; and**
- 9) **Forward to the Commission for final action.**

8. RECURRING CONTRACTS FOR FISCAL YEAR 2021/22

Jose Mendoza, Procurement Manager, provided a detailed overview for the recurring contracts for FY 2021/22 including the single and the specialized multi-year contracts, and the overall cost savings.

Commissioner Spiegel requested the single contracts slide be brought back up and she asked about the \$864,700 drop with Orange County Transportation Authority (OCTA).

Jose Mendoza replied in looking at the OCTA notes there is a \$865,000 decrease that is primarily due to the reduction in the credit card fees, transponder costs, and third-party contract costs administered by the toll services provider.

In response to Commissioner Spiegel's question if it is because RCTC is picking up some of those costs here in Riverside County maybe switching transponders, Mr. Mendoza replied he does not have that answer and will look to the project manager to answer the question. Mr. Mendoza stated that information can be provided in the staff report for its June Commission meeting.

Commissioner Spiegel asked for the specialized multi-year contracts slide to be displayed and referred to the contracts for FYs 2021/22 – 2025/2026 and asked for clarification about the amount.

Jose Mendoza replied for the FY 2025/26 contracts there are only two contracts, which are Thyssen Krupp and Trillium. He stated for the other four contracts, there is one that is a two-year term, and the other contracts are a three-year term that is part of the difference there.

Commissioner Spiegel asked if the amount in the three-year contract and the two-year contract is in the total amount column. She remembered it being \$2. something million, but on this slide the total for the three-year contracts is \$3.9 million and the total for the five-year contracts is \$184,000 and she is trying to figure out what numbers to look at.

Jose Mendoza replied for the multi-year contracts there are two dollar amounts there, it is \$1.3 million for the first year for FY 2021/22 and then the subsequent years for the six multi-year contracts is a total of \$2.8 million.

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

- 1) Approve the single-year recurring contracts in an amount not to exceed \$15,679,516 for Fiscal Year (FY) 2021/22;**
- 2) Approve the recurring multi-year contracts for specialized services on long-term projects in an amount not to exceed \$1,373,967 in FY 2021/22 and \$2,801,989 in FYs 2022/23 – 2025/26;**
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and**
- 4) Forward to the Commission for final action.**

9. APPROVAL OF METROLINK OPERATING AND CAPITAL SUBSIDIES FOR FISCAL YEAR 2021/22 AND RELATED MEMORANDUM OF UNDERSTANDING

Sheldon Peterson, Rail Manager, presented the annual Metrolink Budget update, highlighting the following:

- RCTC and Metrolink
- FY 21 highlights
- Ridership decline by Metrolink line
- COVID-19 recap
- Ridership recovery scenarios December 2020 update
- FY 22 highlights/goals and financial impact

M/S/C (Spiegel/White) to:

- 1) Receive and file a report on highlights from the Southern California Regional Rail Authority's (SCRRA) services;**

- 2) **Approve the Fiscal Year 2021/22 SCRRRA operating and capital budget, which results in an operating subsidy of \$21,474,584 and capital subsidy of \$4,293,459 for the Commission;**
- 3) **Authorize the Executive Director to finalize and execute Memorandum of Understanding (MOU) No. 21-25-093-00 with SCRRRA regarding annual funding, including subrecipient matters related to pass-through of federal funding; and**
- 4) **Forward to the Commission for final action.**

10. FISCAL YEAR 2021/22 SHORT RANGE TRANSIT PLAN UPDATES AND TRANSIT FUNDING ALLOCATIONS

Eric DeHate, Transit Manager, presented the FY 2021/22 Short Range Transit Plan (SRTP) updates and the funding allocations, highlighting the following areas:

- The Transit Operators in Riverside County, what is a SRTP, RCTC's role and the Transit Operator's role, and COVID-19 impacts on transit
- Total funding overview, FY 2021/22 funding distribution by operator, and FY 2021/22 funding source breakdown

At this time, Commissioners Benoit and Washington left the meeting.

M/S/C (Molina/Middleton) to:

- 1) **Approve the Fiscal Years 2021/22 – FY 2023/24 Draft Short Range Transit Plans (SRTPs) for the cities of Banning (Banning), Beaumont (Beaumont), Corona (Corona), and Riverside; Palo Verde Valley Transit Agency (PVVTA); Riverside Transit Agency (RTA); SunLine Transit Agency (SunLine); and the Commission's FY 2021/22 – 2025/26 SRTP for the Rail and Vanpool Programs;**
- 2) **Approve Fiscal Year 2021/22 Transit Operator Funding Allocations of 2009 Measure A, Local Transportation Funds (LTF), State Transit Assistance (STA), and State of Good Repair (SGR) for Banning, Beaumont, Corona, and Riverside; PVVTA; RTA; SunLine; and the Commission's Rail and Vanpool Programs aggregating \$109,314,786;**
- 3) **Adopt Resolution No. 21-008, *"Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds For the Fiscal Year 2021/22"*;**
- 4) **Direct staff to add the federally funded and regionally significant projects into the Federal Transportation Improvement Program (FTIP); and**
- 5) **Forward to the Commission for final action.**

11. FISCAL YEAR 2021/22 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 (SB 821) CALL FOR PROJECTS – PROJECT RECOMMENDATIONS

Jenny Chan, Planning and Programming Manager, provided an overview for the FY 2021/22 Transportation Development Act Article 3 Call for Projects and then a map was displayed that shows the locations of the 15 projects being recommended.

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

- 1) Approve the Fiscal Year 2021/22 Transportation Development Act Article 3 Bicycle and Pedestrian Facilities program (SB 821) recommended project allocations in the amount of \$4,327,472; and**
- 2) Forward to the Commission for final action.**

12. FISCAL YEARS 2021/22 – 2025/26 MEASURE A FIVE-YEAR CAPITAL IMPROVEMENT PLANS FOR THE LOCAL STREETS AND ROADS PROGRAM

Martha Masters, Senior Management Analyst, presented the FYs 2021/22 – 2025/26 Measure A Five-Year Capital Improvement Plans for the Local Streets and Road (LSR) Program, highlighting the following:

- Measure A Ordinance – Allocation between three Geographic Areas: Western County, Coachella Valley, and Palo Verde Valley
- Distribution of Measure A LSR funds, LSR requirements, and the LSR participating agencies

At this time, Commissioner Matas left the meeting.

M/S/C (Molina/Middleton) to:

- 1) Approve the Fiscal Years 2021/22 – 2025/26 Measure A Five-Year Capital Improvement Plans (CIP) for Local Streets and Roads (LSR) as submitted by the participating agencies; and**
- 2) Forward to the Commission for final action.**

13. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

There were no items pulled from the consent calendar.

14. COMMISSIONERS / EXECUTIVE DIRECTOR REPORT

14A. Anne Mayer stated that she had discussions with Chair Harnik about RCTC going back to in person meetings although it has been unpredictable and is subject to change. Since it is uncertain what the rules are going to be after June 15, the

preliminary plan is that RCTC would stay in a virtual meeting environment for the remaining three Committee meetings between now and July 2021. The Commission will go dark in August and the focus would be on a return to in person meetings or hybrid meetings for the Committees in August and for the September Commission meeting. She noted the Commission is so large and the Committees are pretty large as well it is uncertain what the rules are going to be so that is the plan to continue virtual meetings environment, go dark in August to start preparing for how they do in person meetings in September. She noted it is her understanding that if the Emergency Order gets lifted on June 15, then the Brown Act accommodations that were made will change and Brown Act will dictate what RCTC will do. Ms. Mayer explained there has been some feedback from Board Members requesting that the hybrid meeting option remains in place, so in the next six weeks staff will be trying to figure out what is the law, what are the rules, and what are the wishes of the Commission. The goal is to be predictable for Commissioners and predictable for the public and that they know what to expect from the Commission.

Chair White stated they are going though that in their city and his employers are also weighing in on those measures as well.

15. ADJOURNMENT

There being no further business for consideration by the Budget and Implementation Committee, the meeting was adjourned at 10:42 a.m.

Respectfully submitted,

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

Lisa Mobley
Clerk of the Board

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 28, 2021
TO:	Budget and Implementation Committee
FROM:	David Knudsen, Interim External Affairs Director
THROUGH:	John Standiford, Deputy Executive Director
SUBJECT:	State and Federal Legislative Update

This item is for the Committee to:

- 1) Receive and file an update on state and federal legislation; and
- 2) Forward to the Commission for final action.

DISCUSSION:

State Update

On June 14, 2021, the State Legislature passed a \$267 billion state budget, meeting the constitutionally mandated timeline but still needing to work with Governor Newsom on a final budget deal to determine program impacts and the final specific allocations for many budget items. The California Constitution requires that lawmakers pass a budget by June 15, 2021 or face pay suspensions. The Legislature can continue negotiating with the Governor through the July 1 start of the fiscal year.

The transportation elements in the budget—passed by legislators along party lines—in many ways reflect priorities in Governor’s budget proposal, including:

- \$1 billion to deliver critical projects for completion by 2028 for the Olympic Games.
- \$1 billion for transit and rail projects statewide that improve rail and transit connectivity between state and regional/local services.
- \$500 million to advance projects that increase active transportation.
- \$500 million to support critical safety improvements throughout the state.
- \$2 billion in special funds and federal funds for streets, roads, and highway projects.
- \$400 million for a State and Local Transportation Climate Adaptation program.

The Governor unveiled his revised budget proposal of \$267.8 billion on May 14, 2021, which was an increase from his initial \$227 billion proposal in January. This proposed spending level was a result of the unprecedented \$75.7 billion surplus and \$27 billion in federal relief approved in March.

Federal Update

House Surface Transportation Reauthorization Bill in Key Committee

On June 10, 2021 the House Transportation and Infrastructure (T&I) Committee passed its version of the surface transportation reauthorization legislation, the INVEST in America Act. RCTC was successful in ensuring the inclusion of language in this year's version of the legislation that makes RCTC eligible to compete for discretionary grants in areas such as carbon reduction, resiliency, and freight movement and mitigation.

In addition to the proposed eligibility language being included in the bill, there are also two earmarks included at the request of RCTC:

- \$20 million for the I-15 NEXT project, submitted by Representative Mark Takano
- \$3 million for I-15 Corridor Operations Project, submitted by Representative Ken Calvert

The full House of Representatives is scheduled to consider the legislation the week of June 28, 2021.

The Senate Commerce, Science and Transportation (Commerce) Committee released its surface transportation reauthorization bill in mid-June. Recall that there are three Committees in the Senate with jurisdiction over surface transportation policy. The Senate Commerce Committee handles safety, commuter rail, and Amtrak policy and funding issues. RCTC is closely monitoring this legislation for grant program funding opportunities.

RCTC legislative affairs staff is working with Representative Dr. Raul Ruiz's office on legislative language that may help ensure eligibility for discretionary grant funding to advance the Coachella Valley-San Geronimo Pass Rail Corridor project.

Infrastructure Package Negotiations

The Biden Administration continues to negotiate with the Senate as it relates to a broad infrastructure package. Discussions have shifted to a group of 10 bipartisan Senators. While few details of any specific proposals have been made public, the goal is to develop a bipartisan infrastructure package that can be advanced through the regular legislative process.

H.R. 972 – The Western Riverside County Wildlife Refuge Bill

On February 12, 2021, Representative Ken Calvert introduced H.R. 972, a bill to establish the Western Riverside County Wildlife Refuge. With Representative Mark Takano as an original cosponsor of the bill, this bipartisan legislation creates the federal government's framework to meet its obligations under the Multiple Species Habitat Conservation Plan (MSHCP) Implementing Agreement.

This legislation would:

- Establish the boundary for a new wildlife refuge;
- Allow for the immediate inclusion of non-federal conservation lands that have already been acquired to meet the terms of the MSHCP;
- Provide certainty for development of the transportation infrastructure required to meet the future needs of southern California;
- Create new public access and enhance recreation for the entire region; and
- Create a mechanism for federal agencies to inventory lands within the Refuge established by this legislation to determine their suitability for inclusion.

The federal government was a principal partner in establishing the MSHCP and agreed to acquire one-sixth of the Plan's wildlife reserve acres. A wildlife refuge will enhance the partnership with the federal government to meet and fulfill the shared vision of aligning environmental conservation, infrastructure, and economic growth in western Riverside County. By establishing the Wildlife Refuge, H.R. 972 will enable the U.S. Fish and Wildlife Service to fulfill its obligation as a partner in the MSHCP.

Chair Jan Harnik signed a letter supporting H.R. 972 on June 11, 2021, based on the Commission's 2021 adopted State and Federal Legislative Platform.

Supporting this legislation is in alignment with the adopted 2021 State and Federal Legislative Platform, including:

Environment

- Support efforts or initiatives that expedite the approval of Habitat Conservation Plans or Special Area Management Plans for transportation projects.

On June 15, 2021, Chair Harnik authored with the Western Riverside County Regional Conservation Authority Chair Natasha Johnson and Representative Ken Calvert a Press-Enterprise Op-Ed, which communicated the importance of establishing a wildlife refuge in Western Riverside County and its contribution to transportation infrastructure development in the region.

Attachments:

- 1) Legislative Matrix
- 2) H.R. 972 Support Letter
- 3) Western Riverside County Wildlife Refuge Press-Enterprise Op-Ed

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – JUNE 2021

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 1499 (Daly)	Removes the January 1, 2024 sunset date for Department of Transportation and regional transportation agencies to use the design-build procurement method for transportation projects in California.	Referred to Assembly Transportation Committee June 16, 2021	<i>SUPPORT</i>	April 14, 2021
SB 623 (Newman)	Clarifies existing law to ensure toll operators statewide can improve service to customers and enforce toll policies while increasing privacy protections for the use of personally identifiable information (PII).	Hearing canceled at the request of author April 26, 2021	<i>SUPPORT</i> <i>Staff action based on platform</i>	April 5, 2021
SB261 (Allen)	This bill would require that the sustainable communities strategy be developed to additionally achieve greenhouse gas emission reduction targets for the automobile and light truck sector for 2045 and 2050 and vehicle miles traveled reduction targets for 2035, 2045, and 2050 established by the board. The bill would make various conforming changes to integrate those additional targets into regional transportation plans.	Senate Transportation Committee - hearing postponed by committee. April 27, 2021	<i>OPPOSE</i>	May 12, 2021
Federal				
HR 972 (Calvert)	This bill establishes the Western Riverside County Wildlife Refuge which would provide certainty for development of the transportation infrastructure required to meet the future needs of southern California.	Referred to the Subcommittee on Water, Oceans, and Wildlife March 8, 2021	<i>SUPPORT</i> <i>Staff action based on platform</i>	June 11, 2021



4080 Lemon St. 3rd Fl. Riverside, CA 92501
 Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208
 951.787.7141 • rctc.org

June 11, 2021

The Honorable Ken Calvert
 U.S. House of Representatives
 2205 Rayburn House Office Building
 Washington, DC 20515

Re: Support H.R. 972

Dear Representative Calvert:

The Riverside County Transportation Commission (RCTC) supports H.R. 972, which establishes the Western Riverside County Wildlife Refuge (Wildlife Refuge). In January 2021, RCTC became the managing agency for the Western Riverside County Regional Conservation Authority (RCA). The RCA was formed with the establishment of the western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), a 500,000-acre wildlife preserve that provides habitat for 146 species of plants and animals, in 2004. H.R. 972 is a welcome and critical addition to our land acquisition efforts to complete the MSHCP.

As one of the nation's largest habitat conservation plans, the MSHCP strengthens the sustainability and quality of life in western Riverside County by providing a streamlined process that permits development projects, while protecting natural resources and improving air quality. The MSHCP provides Endangered Species Act coverage under a single permit for critical wildlife areas, which helps accelerate the construction of freeway and road projects. The MSHCP also helps to expedite commercial, industrial, and residential development to support population and economic growth in our region.

A wildlife refuge in western Riverside County will enhance our partnership with the federal government to meet and fulfill the shared vision of aligning environmental conservation, infrastructure, and economic growth. By establishing the Wildlife Refuge, H.R. 972 will enable the U.S. Fish and Wildlife Service to fulfill its obligation as a partner in the MSHCP.

Thank you for your leadership in sponsoring this bill. Should you have any questions, please reach out to Anne Mayer, Executive Director, at (951) 787-7141.

Sincerely,

A handwritten signature in blue ink that reads "Jan Harnik".

Jan Harnik
 Chair

CC: The Honorable Dianne Feinstein, United States Senate
 The Honorable Alex Padilla, United States Senate

Conserve habitat in order to streamline infrastructure

By Ken Calvert, Jan Harnik and Natasha Johnson

Fixing bridges, alleviating traffic, addressing the housing shortage and protecting the environment may seem like conflicting priorities.

In the same breath the state and federal governments are promoting unprecedented investments in infrastructure, while setting ambitious goals to reduce emissions and conserve our open space.

These goals and policies can often work against each other, but they don't have to.

What if we told you that there is a way for open space conservation to spur infrastructure and real estate development and that it is already happening in western Riverside County?

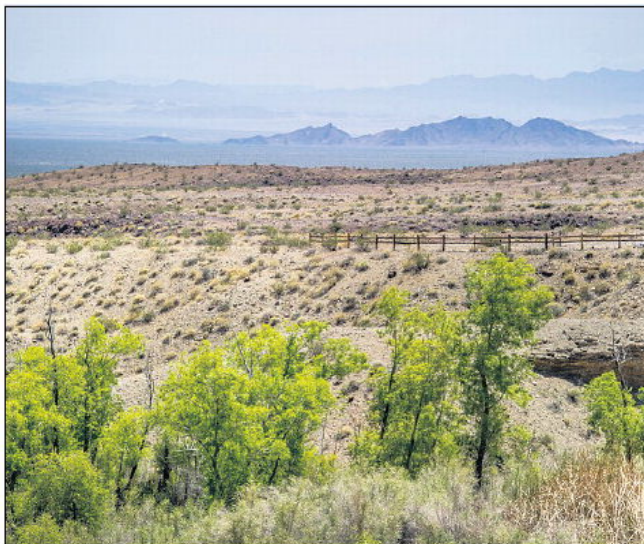
The federal government limits species and habitat displacement from real estate and infrastructure development projects through the enforcement of the Endangered Species Act (ESA). Typically, when projects might impact any listed species, the federal government must step in on a project-by-project basis to permit the development. Well, Riverside County is home to dozens of these animals while also one of the fastest-growing regions in the United States.

You can probably imagine how costly and time consuming the federal permitting process became for crucial infrastructure projects. But in 2004, Riverside County and 18 cities joined together as partners with the federal government to put an end to this cycle and develop the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

Administered by the Western Riverside County Regional Conservation Authority (RCA) and managed by the Riverside County Transportation Commission (RCTC), the MSHCP funds land acquisition, habitat management, and species monitoring.

Now, when the RCTC, the county, cities or homebuilders need to build infrastructure that moves our region forward, we have a plan.

Everyone has skin in the game — the federal government, the state of California,



SCNG FILE PHOTO

A view of Bonanza Springs in the Mojave Trails National Monument in 2017. Conserving these habitats may help spur infrastructure.

local agencies such as RCA, RCTC, and cities, as well as homebuilders.

As long as our community keeps special habitat areas set aside, the federal government no longer needs to micro-manage every single project; instead they are partners in our region's growth. But with this plan comes a responsibility to purchase and set aside those habitat areas.

This wildlife preserve will total 500,000 acres running throughout western Riverside County and protect 146 plant and animal species. Almost 350,000 acres were already managed for conservation by the government and the RCA has already acquired over 63,000 acres.

The MSHCP has accelerated the development of countless projects since its inception in 2004, building vibrant communities, creating jobs, and saving millions of dollars for taxpayers and homebuilders alike. Thanks to HCPs, habitat conservation is inextricably linked to infrastructure development and is the key to our continued growth as a region, state, and nation.

We still have a long way to go to realize the promise of the MSHCP, and we are working with the federal government to get there.

That is why we developed H.R. 972, the Wildlife Refuge Conservation and Recreation

for the Community Act.

Introduced on Feb. 11, this legislation would create a wildlife refuge in the MSHCP area for the benefit of public access and sustainable economic growth throughout Riverside County.

As Congress considers an infrastructure bill we are working together with our fellow Californians in the House and Senate to get this legislation across the finish line. The legislation already enjoys the support of Rep. Mark Takano, D-Riverside, who is an original cosponsor and partner in this effort.

The growing bipartisan consensus is that we must include H.R. 972 in the infrastructure package to protect our region's species, preserve our open space, and grow our regional economy. Investing further in HCPs will foster a balance of continued growth and prosperity in communities nationwide with environmental sustainability. Sometimes, it is possible to have it both ways.

We have a once in a lifetime opportunity to set our community on a sustainable path toward economic growth and prosperity in perpetuity. Let's get to work.

Ken Calvert represents the 42nd Congressional District. Jan Harnik is mayor pro tem of Palm Desert. Natasha Johnson is a member of the Lake Elsinore City Council.

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 28, 2021
TO:	Budget and Implementation Committee
FROM:	Jillian Guizado, Planning and Programming Director
THROUGH:	John Standiford, Deputy Executive Director
SUBJECT:	2022 State Transportation Improvement Program Funding Distribution and Draft Fund Estimate

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve the 2022 State Transportation Improvement Program (STIP) funding distribution among the three geographic areas in Riverside County per the adopted STIP intracounty Memorandum of Understanding (MOU); and
- 2) Forward to the Commission for final action.

BACKGROUND INFORMATION:

The STIP is a five-year program of projects administered by the California Transportation Commission (CTC). It is updated every two years outlining the commitment and programming of transportation funds for the State's multimodal transportation system, including: highways, rail, transit, local roads, and bike and pedestrian facilities. In June of every odd year, Caltrans is required to prepare a draft STIP Fund Estimate (FE) that estimates how much funding will be available for programming for the next five-year period. The CTC is anticipated to release the 2022 STIP FE at its June 23, 2021 meeting.

The 2022 STIP will cover Fiscal Years 2022/23 through 2026/27. Each STIP cycle adds on two years with most of the programming capacity available in the last two years. STIP funds are allocated into two broad programs – the Regional Improvement Program (RIP) receives 75 percent of the total STIP funds, and the remaining 25 percent is directed to Caltrans for its Interregional Transportation Improvement Program. The 75 percent RIP funding is further subdivided by formula into county shares. County shares are available solely for projects nominated by regional agencies. The 2022 STIP FE also establishes funding levels for the State Highway Operation and Protection Program, which Caltrans prepares in consultation with the regions.

STIP Intracounty Formula Distribution

Per the Commission's STIP intracounty formula distribution approved in 1998 through an MOU among the Commission, Coachella Valley Association of Governments, and Western Riverside Council of Governments, STIP funds are allocated to Western County, Coachella Valley, and Palo Verde Valley based on the most recent fiscal year taxable sales by geographic area used for Measure A allocations. The geographic area percentages of taxable sales applied to the 2014 through 2022 STIPs demonstrates a growing trend in Western County compared to Coachella and Palo Verde Valleys:

Geographic Area	2014 STIP	2016 STIP	2018 STIP	2020 STIP	2022 STIP
Western County	75.17%	75.76%	77.30%	78.12%	78.14%
Coachella Valley	24.12%	23.54%	22.11%	21.45%	21.42%
Palo Verde Valley	0.71%	0.70%	0.59%	0.43%	0.44%

Per the STIP intracounty distribution formula, each geographic area will receive funding based on the above percentages. In addition, STIP guidelines allow up to five percent of RIP funding for planning, programming, and monitoring (PPM) activities. However, the Commission's policy is to set aside two percent for PPM activities to fund Project Study Reports, planning, and staff costs associated with STIP funding and programming. PPM funding is available for Coachella Valley Association of Governments (CVAG) and Commission activities.

DISCUSSION:

Draft 2020 STIP FE

On June 23, 2021, CTC staff will release the Draft 2022 STIP FE, which will identify county share targets for each region in the state. It is possible that the 2022 STIP will be negative, will have no new capacity available, or have new capacity but the capacity may only be available in the last two years of the 2022 STIP cycle, FYs 2025/26 and 2026/27.

In the event there is new capacity available in the 2022 STIP, the table below reflects how the funds would be distributed. This table will be updated for the Commission agenda.

Draft 2022 STIP FE – Riverside County Share Target		
Total Riverside County Share		\$
Less: 2 percent PPM		
Total New Project Programming		<u>\$</u>
Western County	78.14 percent	\$
Coachella Valley	21.42 percent	\$
Palo Verde Valley	0.44 percent	\$

2022 STIP Project Selection Process

Western Riverside County

Western Riverside County projects are nominated by staff. If there is new capacity in the 2022 STIP, recommendations for current and new projects for STIP funds will be considered and based on the 2019-29 Measure A Highway Delivery Plan and other high priority projects approved by the Commission.

Coachella Valley and Palo Verde Valley

CVAG nominates its projects and notifies Commission staff for final concurrence and submittal to the CTC. Staff will review the programming process and timeline with CVAG staff and present CVAG's recommended projects to the Commission for inclusion in the 2022 STIP submittal.

Palo Verde Valley projects are nominated by the city of Blythe (Blythe); however, given the minor amount of funding typically available and the complexity in processing these funds, the Commission and Blythe have executed MOUs in past STIP cycles trading Palo Verde Valley STIP funds with Measure A Western Riverside County Highway funds. Blythe is required to include the STIP traded funds in its Measure A Local Streets and Roads Capital Improvement Plan. Upon CTC's adoption of the 2022 STIP in March 2022, staff will move forward with preparing the 2022 STIP MOU with Blythe if there is funding available.

Status of Current 2020 STIP Programming

The current 2020 STIP projects for Riverside County include the following environmental, right of way, and construction phases as follows:

2020 STIP – Riverside County (Approved by CTC in March 2020)								
Agency	Project	Phase	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	Total STIP
Temecula	I-15/French Valley IC	C	\$47,600,000					\$47,600,000
RCTC	71/91 IC	C			\$66,377,000			66,377,000
Coachella	I-10/Ave 50 IC	C				\$2,000,000		2,000,000
CVAG	CV Regional Signal Synch, Ph 2	C		\$2,472,000				2,472,000
RCTC/ CVAG	PPM	C	1,000,000	900,000	900,000	396,000		3,196,000
		Totals	\$48,600,000	\$3,372,000	\$67,277,000	\$2,396,000	\$0	\$121,645,000
				C = Construction IC = Interchange PPM = Planning, Programming, and Monitoring				

Temecula's I-15/French Valley Parkway IC project in FY 2020/21 from the above table is on a 12-month extension due to delays working with Caltrans to revalidate the environmental

document on the project before moving to the right of way phase. The PPM funds were allocated in August 2020. Projects programmed in FY 2021/22 are expected to be allocated as scheduled. Projects programmed in FYs 2022/23 and 2023/24 will be reviewed for carryover into the 2022 STIP.

The CTC is anticipated to adopt the Final STIP FE at its August 18-19, 2021 meeting. There is a possibility that the Final FE will differ from the Draft FE; therefore, staff will report any changes at the September Commission meeting. The 2022 STIP submittal is due to the CTC by December 15, 2021. CTC adoption of the 2022 STIP is scheduled for March 2022.

FISCAL IMPACT:

There is no fiscal impact to the Commission related to the adoption of the 2022 STIP funding distribution.

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 28, 2021
TO:	Budget and Implementation Committee
FROM:	Lorelle Moe-Luna, Multimodal Services Director Eric DeHate, Transit Manager
THROUGH:	John Standiford, Deputy Executive Director
SUBJECT:	Countywide Transit Report: Fiscal Years 2017/18 through 2019/20

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Receive and file the Countywide Transit Report for Fiscal Year 2017/18 through FY 2019/20; and
- 2) Forward to the Commission for final action.

BACKGROUND INFORMATION:

The Commission as the regional transportation planning agency and county transportation commission provides funding oversight and administration of multiple transit programs within Riverside County through various Public Utilities Codes (PUC), ordinances and regulations. Most of the regulations regarding transportation funding for transit operators in California are governed by the Transportation Development Act (TDA) of 1971. As required under PUC Section 99244, the Commission is required to regularly monitor and provide recommendations for productivity and performance improvements of the transit services receiving TDA funding. This is conducted through the Short Range Transit Plans updates submitted annually, annual audits, and triennial TDA performance audits.

In addition to complying with the minimum requirements set forth by TDA, the Commission began the compilation of an annual Countywide Transit Report in 2014 to provide a “state of transit” overview. The report is a standalone review of transit services based primarily on annual audited financial data and is inclusive of not only TDA-funded public transit services but also local Measure A funded programs such as the Specialized Transit Program.

DISCUSSION:

The FYs 2017/18 – 2019/20 Countywide Transit Report (Attachment 1) provides a high-level picture of the public transit network in Riverside County with factsheets for five modes of transportation: commuter rail, fixed-route bus, demand response/paratransit bus, specialized transit, and vanpool. Key performance metrics that are highlighted include the following:

- Farebox Recovery Ratio;
- Passenger Boardings;
- Operating Costs;
- Revenue Service Hours;
- Passengers Per Revenue Hour; and
- Other indicators relevant by mode such as train service miles and subsidy per trip.

Additionally, the report provides highlights of major ridership trends, future strategies to meet demand, and marketing initiatives underway as the transit providers enter the recovery phase to regain ridership.

How Are We Doing?

The network of nine public transit service providers and 18 human service operators carried approximately 16.9 million passenger trips in FY 2017/18, 17.2 million passenger trips in FY 2018/19, and over 14.7 million passenger trips in FY 2019/20. For several years between about 2014 through 2018 transit ridership was declining not only in Riverside County but throughout the nation. In 2019, ridership was starting to show signs of re-growth upon the implementation of various marketing initiatives and service enhancements; however, in March 2020, when the Coronavirus pandemic and stay-at-home orders were issued statewide, ridership again tumbled drastically in the months to come, up to 80 percent by route in some cases. Farebox recovery ratios were being met until FY 2018/19, but the pandemic also left farebox recovery ratios short of the state-required 20 percent for urban areas and 10 percent for rural areas in FY 2019/20. Annual operating costs for public transit services in FY 2019/20 for the county exceeded \$150 million, with revenues comprised of 50 percent from state, 32 percent from federal, and 18 percent from local funding sources.

Transit operators have prioritized numerous marketing initiatives as the region moves toward a recovery phase. Enhanced safety and cleaning protocols have remained a top priority to protect the public and employees. Strategic planning is underway for many transit operators to add back previously reduced service levels; additional community engagement with major employers and colleges and university is being conducted; and free ride programs to attract youth, college students, and veterans have been implemented.

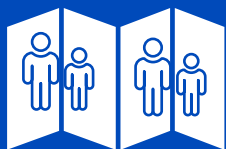
The report gives a glimpse of where these modes of transit are heading. Only a portion of the impacts of COVID-19 can be captured in the FY 2019/20 numbers as stay-at-home orders were issued in the last quarter of FY 2019/20 (April-June). A better understanding of the impact of COVID-19 on transit will likely be gleaned in the next edition of the report which will include final audited data for FY 2020/21.

FISCAL IMPACT:

This item does not have any budgetary impacts to the Commission.

Attachment: Countywide Transit Report: Fiscal Years 2017/18 - 2019/20

Riverside County Facts



**7,200
Square Miles**

**2.5 million
Residents**

5 Modes of Public Transit



Rail



**Fixed-Route
Bus**



**Public Demand
Response**
(advance reservation
services)



**Specialized
Transportation**



Vanpool Services

The Countywide Transit Report presents a high-level picture of the public transit network in Riverside County and the relative efficiency and costs of services.

Riverside County has an extensive network comprised of commuter rail, fixed-route and demand response bus, specialized transportation services, and a vanpool services. These services include nine public transit service providers and 18 community-based service operators.

The last several years has brought great change and opportunities in public transit. Ridership declines between 2014 and 2018 were occurring in southern California and throughout the nation. Researchers from UCLA studied trends and determined that increased car ownership contributed to the lost of public transit ridership. Transit agencies in the county remained engaged and implemented various initiatives to attract new riders and in 2019 saw promising results to reverse the trend. Unfortunately, in March 2020, the Coronavirus pandemic resulted in stay-at-home orders, causing ridership to plummet up to 80% on some services. Transit agencies adapted to public health orders swiftly, implemented additional safety standards, and modified service levels as necessary to be cost effective and meet customer demand.

Looking Forward - Recovery Initiatives in Riverside County

Since the initial drop in ridership, transit operators have prioritized safety and cleaning protocols to protect the public. The focus is now on recovery initiatives to regain ridership and meet the growing population in Riverside County.

Marketing initiatives such as free rides for youth and college students, and in some cities the general public, are underway throughout the county to welcome back riders and encourage new users.

Strategic plans such as Comprehensive Operational Analyses are being developed to determine how transit operations can best navigate changing customer travel patterns while achieving productivity goals.

Zero-emission vehicle planning and implementation will continue to be a capital priority. Transit operators such as SunLine are paving the way in research and development, and by 2023 all operators in the county will have developed zero emission bus roll-out plan

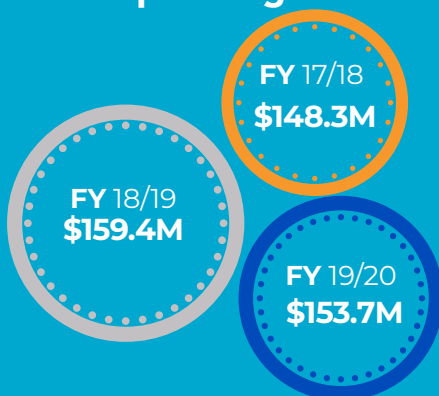
Breakdown of Total Operating Costs by Fund Source

**Local
Funds
18%**

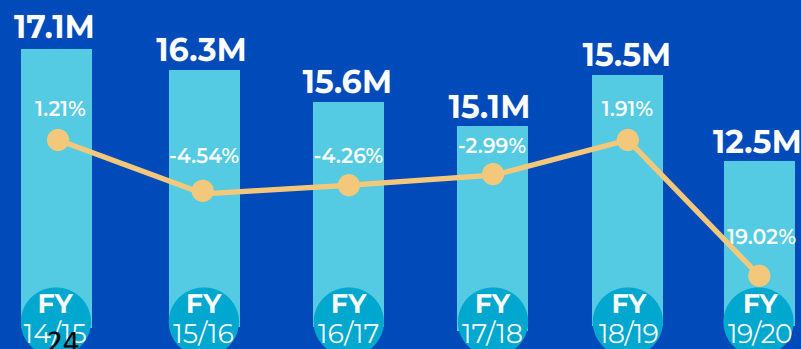
State Funds 50%

**Federal
Funds
32%**

Total Operating Costs



Public Transit Ridership Annual Passenger Trips



The Commission is a member agency of the Southern California Regional Rail Authority, which provides commuter rail service better known as Metrolink. Metrolink provides seven commuter lines, three of which serve Riverside County. Metrolink is an effective alternative for commuters within the southern California region traveling to major employment and destination centers, taking pressure off freeways and reducing congestion.

RCTC owns and maintains all nine Metrolink stations and rail property along the Perris Valley Line in the county. The stations are multimodal transit centers with regional and local bus connections that also serve as park & ride locations to encourage rideshare. Station rehabilitation projects continue to be a priority, using more environmentally sustainable methods while maintaining the highest standards of safety and security.

Riverside Line Riverside to Los Angeles



59
Route
Miles

12
Trains on
Weekdays

Inland Empire-Orange County Line San Bernardino to Oceanside

100
Route
Miles

16
Trains on
Weekdays

4
Trains on
Weekends



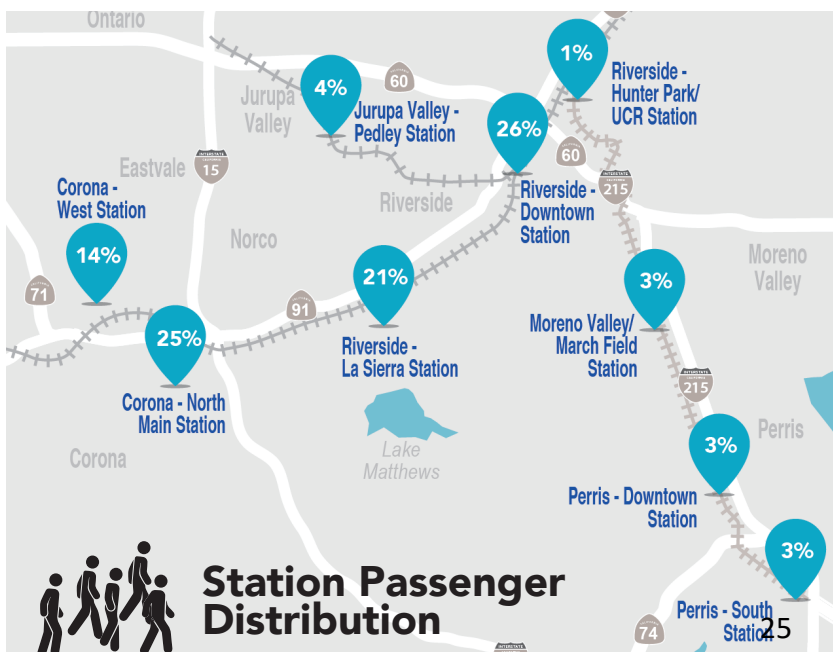
91/Perris Valley Line Perris Valley to Los Angeles via Fullerton



84
Route
Miles

15
Trains on
Weekdays

4
Trains on
Weekends



Passenger Boardings

for Lines Transversing Riverside County



3,265,614
passengers

FY
17/18



3,170,251
passengers

FY
18/19



2,453,579
passengers

FY
19/20

Station Operations & Maintenance Cost



FY
17/18

\$5.5 million



FY
18/19

\$5.3 million



FY
19/20

\$6.5 million



Metrolink Operating Subsidy for Riverside County



FY
17/18

\$17.7M



FY
18/19

\$19.7M



FY
19/20

\$21.3M



Service Miles



769,432

FY 17/18

758,136

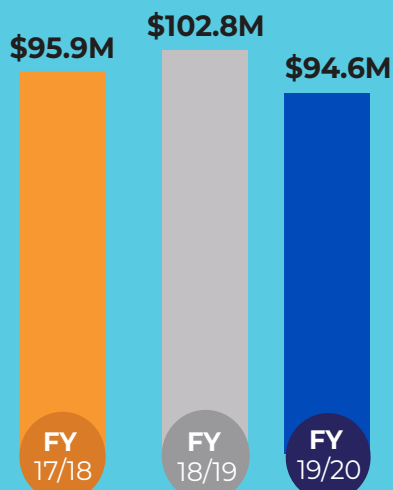
FY 18/19

809,328

FY 19/20



Total Operating Costs



Riverside County has six operators that provide local, intercity, and express fixed route bus services. These services provide an environmentally friendly alternative for residents to travel to work, school, medical appointments, and other essential tasks.

Transit operators continue to partner with one another and local jurisdictions to seek new funding opportunities to expand services.



Increased Bus Use in 2019 College Pass Programs



Farebox Recovery Ratio

Farebox recovery ratio is a key performance indicator that is state-mandated. Farebox recovery minimums vary by operator, generally 20% for urban areas and 10% for rural areas. Due to Covid-19, legislation was enacted in 2020 to waive farebox recovery requirements

22.8%

FY 17/18

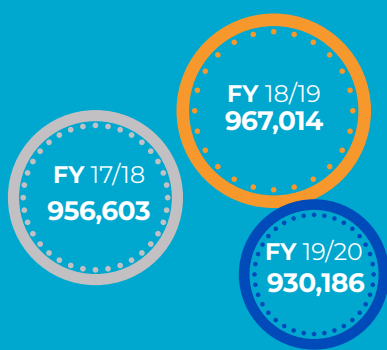
21.7%

FY 18/19

24.0%

FY 19/20

Revenue Service Hours



Average Passengers per Hour

13.2 passengers

FY 17/18

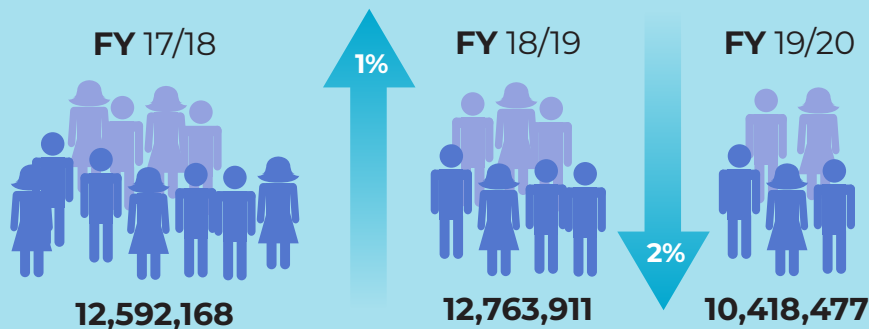
13.2 passengers

FY 18/19

11.2 passengers

FY 19/20

Passenger Boardings



Demand response, or paratransit services, in the county are modeled as shared ride public transportation system with advance reservations, enabling routes and schedules to be structured to transport multiple passengers to their destinations.

Complementary paratransit service is provided within 3/4 of a mile from a local fixed-route service. These services are typically provided to seniors and those who qualify under the Americans with Disabilities Act, and are intended for individuals who are unable to use the fixed-route bus system.

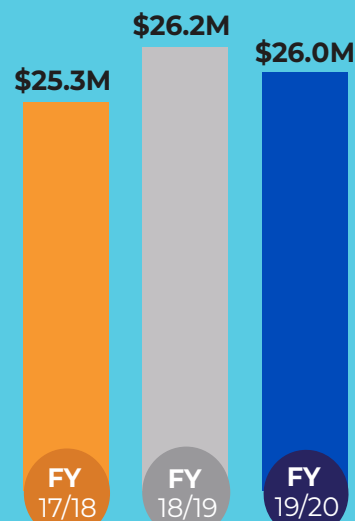
Public demand response riders are among the most vulnerable users in the transportation network. It is anticipated that even after Covid-19 restrictions are lifted, ridership recovery for the senior and disabled population on paratransit services will take longer than fixed-route services.

Similar to fixed route services, farebox recovery for paratransit service is closely monitored. The farebox recovery ratio requirement is 10% for demand response services.

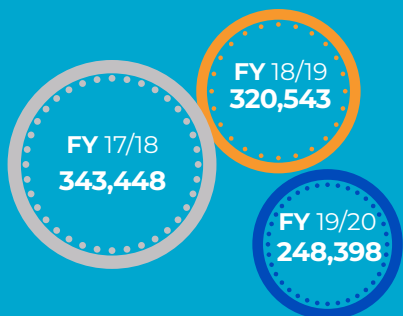
Travel training programs such as RTA's Freedom to Go have been successful at teaching Dial-A-Ride users and others to utilize fixed-route services, enabling passengers to gain more independence and mobility choices while creating cost savings.



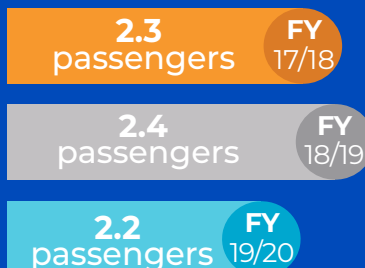
Total Operating Costs



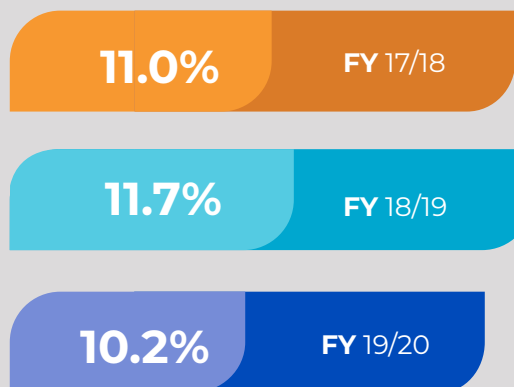
Revenue Service Hours



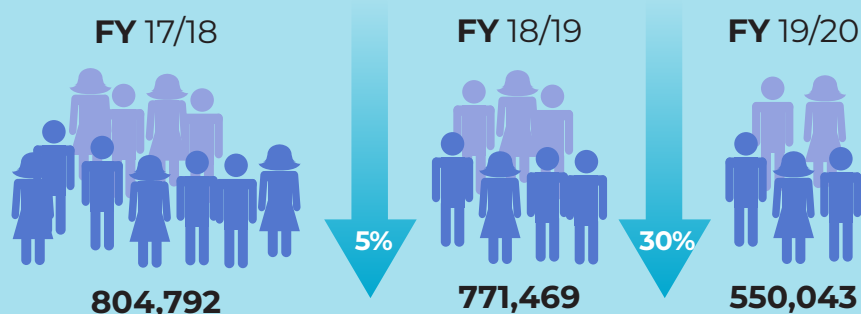
Average Passengers per Hour



Farebox Recovery Ratio



One-way Passenger Boardings



Specialized Transit Program

Western Riverside County

A portion of Measure A, the ½-cent local sales tax revenues are used for specialized transit services. In Western Riverside County, RCTC awards funding to public and human service providers of transit services for persons with disabilities, low income, seniors, and veterans through the Specialized Transit Program. These specialized services meet the needs of the most vulnerable population that are either outside of the fixed-route bus and senior and disabled public demand response service areas, or have specific needs that cannot be met using traditional services. These services expand mobility options for individuals who cannot drive, have no one to drive them or have difficulty using public transit.

In the Coachella Valley, Measure A transit funds are allocated to SunLine, and are also used to expand transit options and keep costs low for seniors and the disabled.



Measure A Subsidy for Western Riverside County

FY 17/18 \$2.2M

FY 18/19 \$2.4M

FY 19/20 \$2.2M


19 Specialized Transit Programs in 5 Categories

- Demand response services**
Operating assistance for services for individuals who cannot be served by existing public transit.
- Mileage reimbursement programs**
reimbursing volunteer drivers per mile for authorized trips they provide
- Bus pass programs**
distributing day passes for the county's fixed-route bus system to human service agencies to assist with clients' urgent transportation needs
- Mobility management programs**
assisting clients by providing information on how to use the transportation options that are available to them
- Travel training programs**
teaching riders how to plan trips, navigate and use the public transit fixed-route bus system

Passenger Boardings

Inclusive of travel training and bus pass program trips.

 214,894 passengers FY 17/18


 262,174 passengers FY 18/19

 225,901 passengers FY 19/20

Average Subsidy Per Boarding

FY 17/18 \$10.29 

FY 18/19 \$9.10 

FY 19/20 \$9.73 

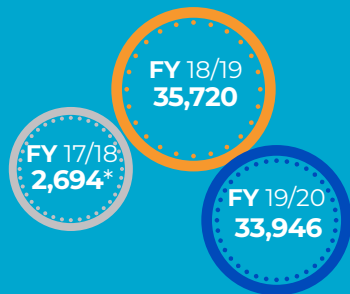


In May 2018, RCTC initiated a new Vanpool program for Western Riverside County called VanClub. Vanpool programs are highly effective at reducing traffic and vehicle emissions by reducing the number of vehicles traveling daily. VanClub was created to support long-distance commuters, by offering a subsidy of up to \$400 per month towards the cost of the vanpool leases.

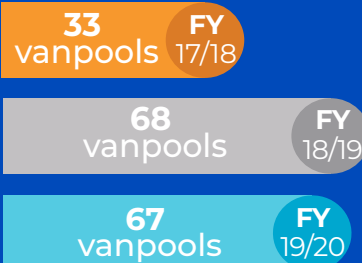
They also serve as a public transportation alternative in areas that are hard to serve by transit and can be an amenity for employers to attract and retain employees.

RCTC VANCLUB

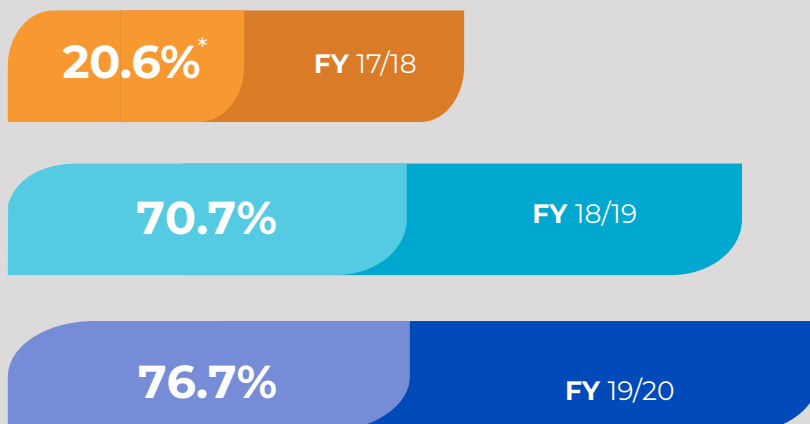
Revenue Service Hours



Average Vanpools per Month



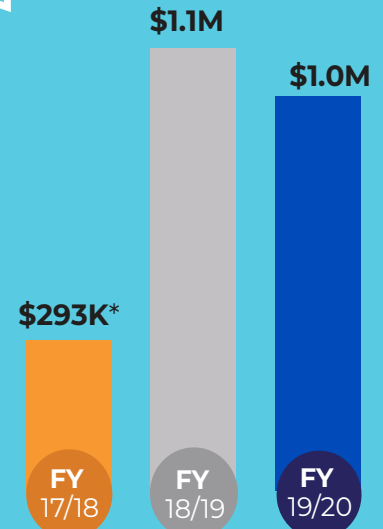
Farebox Recovery Ratio



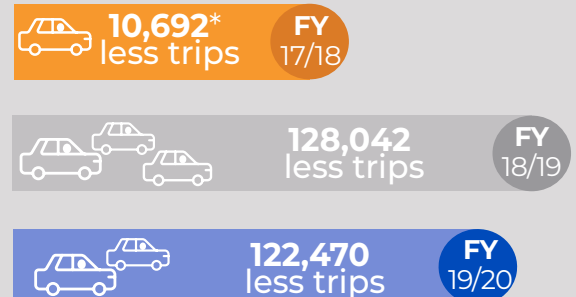
*FY 17/18 only includes 2 months of information



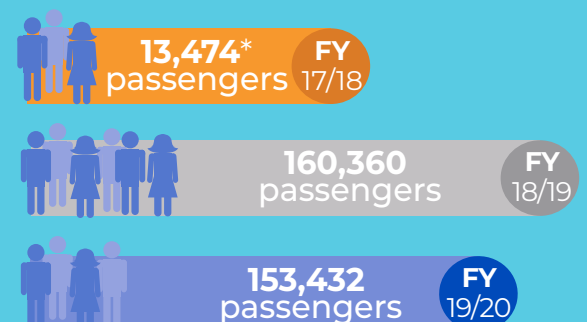
Total Operating Costs



Single Occupancy Vehicle Trips Eliminated



Passenger Boardings in Western Riverside County



AGENDA ITEM 10

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 28, 2021
TO:	Budget and Implementation Committee
FROM:	Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	David Knudsen, Interim External Affairs Director
SUBJECT:	Fiscal Year 2021/22 Commuter Assistance Program Recommendations

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve Agreement No. 21-41-123-00 among the Riverside County Transportation Commission (Commission), San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (LACMTA), Orange County Transportation Authority (OCTA), and Ventura County Transportation Commission (VCTC), for a total contract amount of \$977,719 for Regional Rideshare Software over a three-year term, including the Commission's total share of \$186,444 inclusive of \$18,000 in contingency;
- 2) Approve Agreement No. 20-41-090-01, Amendment No. 1 to Agreement No. 20-41-090-00, with SBCTA for Rideshare Program Implementation, removing Rideshare and Vanpool Software expenses from the Scope of Work and incorporating them into Agreement No. 21-41-123-00;
- 3) Approve Memorandum of Understanding No. 21-41-122-00 between LACMTA, OCTA, RCTC, SBCTA, and VCTC to merge and consolidate the agencies' rideshare databases;
- 4) Adopt Resolution No. 21-013, *"Resolution of the Riverside County Transportation Commission Adopting Amended Guidelines for the Administration of the Measure A Funded Commuter Incentive Projects as Part of Its Commuter Assistance Program"*;
- 5) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission; and
- 6) Forward to the Commission for final action.

BACKGROUND INFORMATION:

While much of the Commission's work focuses on enhancing transportation infrastructure, there is significant value in ensuring the transportation systems are used efficiently. To foster more efficient use of the transportation network, the Commission's Commuter Assistance Program (CAP) works to increase the awareness and consideration of all commute options and incentives available to commuter constituents and to increase consideration for alternative modes of transportation such as riding a bus or train, carpooling, vanpooling, walking, bicycling, or teleworking. As such, the Commission implemented the CAP as a specific requirement under the

2009 Measure A Western County Public Transit program to address congestion mitigation. In addition to improving mobility overall, commuter assistance or ridesharing helps improve the quality of life on the commuter front, helps to lower costs and increase productivity on the employer front, and has a positive impact on the environment.

Inland Empire Commuter Programs

High volumes of intercounty travel and proximity between Riverside and San Bernardino counties serve as the foundation for bi-county commuter programs between the Commission and SBCTA. SBCTA has contracted with the Commission to develop, implement, and manage a CAP for San Bernardino County since 1993.

Rideshare Program Administration

Administration and outreach for this bi-county effort is coordinated and funded between Commission and SBCTA staff and ultimately performed through consultant services. In May 2015, following a competitive bid, the Commission awarded an agreement to WSP for CAP administration and marketing. In 2018, the contract was amended to include the implementation and ongoing operation of the Commission's vanpool program (VanClub). WSP's program administration and outreach scope includes:

- Program Outreach – Outreach targeting employers to establish rideshare programs at worksites throughout Riverside and San Bernardino counties. Marketing campaigns are provided to employer partners and distributed to their respective employee base. Online advertising, social media, events, and regional promotions such as Rideshare Week engage commuters directly.
- Employer Services – Various services to employers in the bi-county area including the provision of marketing promotions, rideshare survey processing, employer network meetings, and event support. The program administrator also assists employers with average vehicle ridership calculations related to the South Coast Air Quality Management District Rule 2202 requirements for employers with 250 or more employees.
- Rideshare Incentives – Incentives focused on increasing consideration for alternative commute modes including: (a) \$2/Day Rideshare Incentive for new rideshare participants that try ridesharing to work for a three-month trial period; (b) Rideshare Plus rewards for consistent rideshare behavior with access to discounts to local and national merchants, powered by Entertainment®; and (c) Rideshare Rewards Spotlight monthly rewards random drawing to encourage commuters to continue ridesharing and logging their rideshare miles.
- Guaranteed Ride Home – A guaranteed ride home at no cost to employees who rideshare to work in the event of an emergency or unexpected overtime by them or the driver of their rideshare arrangement (maximum two per year).
- Ridematching and Information Services – Commuter and employer access to online tools and resources, call center (866-RIDESHARE) and chat services during business hours for

those interested in assistance with ridematching or transit options and to address general rideshare questions.

- IE Commuter – The online system and brand launched in FY 2014/15 under which employer and commuter rideshare services are provided in western Riverside County and San Bernardino County.
- VanClub – The Commission’s vanpool program subsidizing eligible vanpools destined for worksites in western Riverside County.
- Telework Employer Assistance – Provision of telework resources and incentives.

This suite of commuter incentives, employer programs, and outreach is designed to reduce the number of single-occupant vehicle miles related to work commutes and to help improve regional mobility and air quality. Based purely on IE Commuter rideshare incentive participation alone, it is estimated that WSP’s efforts to date have translated into approximately 34.9 million miles reduced and 49.7 million pounds of pollutant emissions reduced.

Rideshare/Vanpool Software and Database

In addition to the administration and outreach elements of the program, another critical component of the CAP is the web-based system that hosts the commuter database, facilitates ridematching, and provides a variety of features and tools to commuters, employer partners, and consultant staff to support rideshare and vanpool program efforts.

In June 2019, the Commission approved the current agreement with SBCTA continuing a bi-county program and added the first step toward regionalization of the rideshare system and database. Traditionally, this agreement is a one-way reimbursable agreement with SBCTA reimbursing the Commission for program administration. The current agreement established a two-way reimbursable agreement that added reimbursement to SBCTA for rideshare software, which transitioned the Commission’s and SBCTA’s bi-county Inland Empire (IE) Commuter rideshare program and the Commission’s vanpool program to the same rideshare software that LACMTA, OCTA and VCTC utilize, (regional rideshare software).

The Commission and SBCTA fully transitioned the IE Commuter rideshare program and the Commission’s vanpool program to the regional rideshare software in July 2020, available at IECommuter.org and VanClub.net, respectively. Now that the regional rideshare agencies operate on the same software, focus has shifted to merging the regional rideshare agencies’ rideshare databases, also referred to as the “consolidated database”.

DISCUSSION:

The Commission has approved efforts toward regionalization of commuter services elements that are cost effective and enhance value and service to commuter constituents and employer partners. The following discussion and recommendations reflect additional steps toward that end and layers in additional recommendations to help ramp transit back up and consideration for all alternative modes of transportation.

Recommendation for Regional Agreements

The last step toward a consolidated database for the region is to merge the current regional rideshare databases (Riverside/San Bernardino County and Los Angeles/Orange/Ventura County databases). As such, staff recommends approval of Agreement No. 21-41-123-00 for Regional Rideshare Software that will authorize SBCTA to make the regional rideshare software available to the Commission, LACMTA, OCTA, and VCTC through June 30, 2024. Incorporating the regional rideshare software and database under one contract will assist in future coordinated efforts and modifications to the regional rideshare software and database, including jointly procuring future software and database services, with no interruptions to the consolidated database. The cost for the Regional Rideshare Software is \$977,719 and will be shared among the agencies based on county population share, similar to how the regional rideshare agencies implement other activities. Accordingly, the Commission's cost is \$186,444, which includes an \$18,000 contingency amount for Commission-specific or regional modifications and/or enhancements.

Concurrent with approval of the Regional Rideshare Software Agreement, staff also recommends approval of Amendment No. 1 to Agreement No. 20-41-090-00 between the Commission and SBCTA for the bi-county commuter assistance program administration and rideshare software. This amendment removes SBCTA's provision of that portion of the rideshare software that is now incorporated in the five-party Regional Rideshare Software Agreement.

Lastly, staff recommends approval of Memorandum of Understanding (MOU) No. 21-41-122-00 among the Commission, SBCTA, VCTC, OCTA and LACMTA to merge and consolidate the agencies' rideshare databases. This MOU sets forth the data ownership, privacy, confidentiality and responsibilities of the regional rideshare agencies as users of the regional rideshare consolidated database.

In addition to providing a more cost-effective framework while enhancing the service to commuter and employer constituents, the agreements associated with the regional rideshare program will allow the regional rideshare agencies to be on the same contract terms, share costs in software modifications as needed and more easily jointly procure software and maintenance of the regional rideshare consolidated database going forward.

The aforementioned recommendations set the stage for regional consistency of the rideshare system and database used by thousands of worksites and hundreds of thousands of commuters throughout the five-county southern California region. The following recommendation seeks to establish consistency for Commission CAP operated programs, services, and incentives to employers and commuter constituents throughout the County.

Recommendation for Countywide Commuter Assistance Program in Riverside County

Transportation Demand Management (TDM) efforts to transition SOV drivers to rideshare and/or telework arrangements has a significant and beneficial impact on mobility by significantly reducing regional trips, vehicle miles traveled, and emissions emitted. As such, the Commission's

CAP was implemented in Western Riverside County as a specific requirement under Measure A to help address congestion mitigation related to work commutes. Through the distribution of commute information and incentives, IE Commuter is a TDM tool of the CAP that supports increasing awareness and consideration for rideshare and/or telework amongst single occupancy vehicle (SOV) drivers.

While the Commission does make an effort to work with Coachella Valley employers through the IE Commuter program, due to differences in Measure A funding streams, the Commission is currently not able to offer its \$2/day Rideshare Incentive to Riverside County commuter constituents outside of Western Riverside County. This leaves the CAP without a valuable tool in to help motivate ridesharing arrangements and reduce SOV behavior amongst Coachella Valley employers or employers with Coachella Valley residents. Another consequence is confusion and inequity for employers with employees from Riverside County but not eligible for the same incentive because they live in different geographic areas of the same county. Expanding the IE Commuter incentive's eligibility can address this confusion and help stimulate rideshare activity in eastern Riverside County based on success leveraging the incentive by employers with eligible commuter employees from western Riverside County and San Bernardino County and from direct feedback received by IE Commuter consultant staff from Coachella Valley employers.

Staff requested an estimate from WSP to expand the IE Commuter program to support a concerted effort to engage, recruit, and administer IE Commuter program participation from new employer partners and commuters in eastern Riverside County. The total estimate of \$359,300 is comprised of labor, travel, and incentives. The labor portion of \$180,300 supports the addition of one full-time WSP Employer Services Representative that would focus on eastern Riverside County, and the incentive portion of \$173,000 reflects projected incentive amounts passed through directly to commuter participants.

Staff recommends revising WSP's scope of work via an administrative amendment to support an eastern Riverside County expansion and to update incentive eligibility requirements (addressed in next section). Based on the balance available in the WSP contract and projected expenses for FY 2021/22 to support the core CAP, no additional authorization to the contract value is needed to accommodate the one-year pilot program expansion. Funding to support this demonstration effort has been allocated from Service Authority for Freeway Emergency (SAFE) funds in the recently approved FY 2021/22 budget. SAFE funds are traditionally applied to the Commission's Motorist Assistance programs such as Freeway Service Patrol, Call Box, and 511 traveler information services; however, TDM is also an eligible application. Staff will monitor and report on IE Commuter employer recruitment, incentive participation, resulting trips, miles, and emissions reduced while exploring sustainable funding options toward a permanent Countywide CAP program beyond FY 2021/22.

Recommendation for Measure A Resolution

The next 12 months mark a critical window of opportunity as employers and commuters continue to navigate past the COVID-19 pandemic and an eventual transition back to the worksites (or not)

in the new “normal.” For returning employees with a commute, full or part-time at the worksite, the CAP seeks to maximize consideration and adoption of alternative transportation modes before they can settle back in to a permanent SOV pattern.

As such, concurrent with approval of recommendations supporting a Countywide CAP in Riverside County, staff also requests adoption of a Measure A resolution to strengthen the incentives available in western Riverside County while expanding eligibility to eastern Riverside County commuter constituents. The resolution is structured such that the expansion may continue beyond the one-year pilot term should non-Measure A funding options be available and at the Executive Directors discretion. Below is a summary of the recommendations reflected in the attached resolution:

- Replace the \$2/Day Rideshare Incentive with a new \$5/Day Rideshare Incentive: The purpose of the new incentive is to stimulate consideration for ridesharing by providing a compelling incentive for commuters to try ridesharing for a minimum of three months. Staff also recommends establishing a maximum payout of \$125 per eligible participant. Incentives are provided in gift cards (Amazon, Stater Bros, or Target) to the employer transportation coordinator to distribute to eligible employees. This incentive structure establishes a more compelling offering while maintaining a cap commensurate with the current incentive.
- Allow concurrent participation in \$5/Day Rideshare Incentive and vanpool subsidy programs: As currently structured, Riverside County commuters who join or start a new vanpool that is subsidized (group benefit) are excluded from participating in the startup rideshare incentive (individual benefit). All forms of transit, including subsidized vanpools, experienced significant decreases in ridership due to the COVID-19 pandemic. This recommendation seeks to undo this restriction to assist in new vanpool formation and to align with the SBCTA’s guidelines which allow for stacking and for consistency within the IE Commuter program.
- Provide an extra \$100 subsidy for eligible VanClub vanpools that are also zero emission: Commute with Enterprise, an approved VanClub vanpool vendor has added a zero-emission vanpool option available to participants. Adoption of this vehicle option helps reduce congestion while also providing the highest emission reduction benefit; however, zero emission vanpool vehicles are more costly to lease. As such, staff recommends an incremental incentive to help foster adoption of zero emissions vanpools for VanClub and for parity with other local vanpool subsidy programs such as SBCTA’s SB Loop and Sunline’s SolVan programs. Concurrent with the approval of this specific recommendation, staff will administratively amend the scope of existing VanClub vanpool vendors to reflect the special subsidy amount for zero emission vanpool vehicles.
- Expand eligibility of all CAP incentives to eastern Riverside County commuter constituents: Riverside County is the only county with a bifurcated TDM program. The goal of this recommendation is to demonstrate the potential for a standardized CAP and


eligibility of incentives across all of Riverside County in FY 2021/22 while exploring funding options to maintain this countywide CAP going forward. Riverside County commuters are burdened with some of the longest commutes in the region and have the most to gain from discovering and converting to an alternative commute to work. Ridesharing as opposed to driving oneself to work can have a profound impact to an individual's quality of life, particularly those with longer commutes. Funding has been identified and included in the FY 2021/22 budget to support a one-year term for this expansion.

- Expand eligibility (temporary basis only) of the \$5/Day program to out of county participants: In addition to updating the resolution to incentivize commuters originating from any part of Riverside County, staff recommends expanding eligibility to also include incentivizing commuters, regardless of their county origin, commuting to worksites in Riverside County, on a temporary basis in FY 2021/22. The temporary nature of this "promotion" generates urgency and helps to stimulate a rideshare reset reducing congestion both in to and out of the county.

The proposed restructuring of the incentives and eligibility with the adoption of the attached resolution will provide a compelling incentive package to help support CAP goals through FY 2021/22. Major objectives for the CAP include restarting rideshare/transportation programs amongst core employer partners, expanding beyond the CAPs traditional target markets to grow the number of and participation from a broader based of employers and commuters in the region, and to help ramp up all forms of transit.

FISCAL IMPACT:

All expenses pertaining to the recommendations are reflected in the CAP approved FY 2021/22 budget. Staff does not anticipate requiring any contract cost modifications to the WSP contract or budget adjustments to support staff recommendations, but staff will report on performance and reassess during the mid-year budget adjustment process.

Financial Information						
In Fiscal Year Budget:		Yes N/A	Year:	FY 2021/22 FY 2022/23+	Amount:	\$429,608 \$116,136
Source of Funds:	2009 Measure A Western County Commuter Assistance and SAFE funds				Budget Adjustment:	No N/A
GL/Project Accounting No.:			002126 65520 00000 0000 263 41 65520 \$132,618			
			002187 65520 00000 0000 263 41 65520 \$53,826			
			632107 81001 00000 0000 263 41 81001 \$186,300			
			632107 81030 00000 0000 263 41 81002 \$173,000			
Fiscal Procedures Approved:						Date: 06/21/2021

Attachments:

- 1) Regional Rideshare Software Agreement No. 21-41-123-00 (draft)

- 2) Regional Rideshare MOU No. 21-41-122-00 (draft)
- 3) SBCTA Rideshare Agreement Amendment No. 20-41-090-01 (draft)
- 4) Measure A Resolution No. 21-013

AGREEMENT NO. 21-1002572**REGIONAL RIDESHARE SOFTWARE AGREEMENT**

This Agreement for Services (“AGREEMENT”) is entered into between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), Orange County Transportation Authority (“OCTA”), Riverside County Transportation Commission (“RCTC”), San Bernardino County Transportation Authority (“SBCTA”) and the Ventura County Transportation Commission (“VCTC”) (each individually a “Party” and collectively the “Parties”) for the Provision of the Regional Rideshare Software (the “Project”).

1. **WHEREAS**, SBCTA has entered into Contract No. 19-1002203 with Trapeze Software Group, Inc. (“Trapeze”), whereby Trapeze provides services and licenses software to support a regional rideshare database (“Regional Rideshare Software”);
2. **WHEREAS**, the Parties desire to enter into this AGREEMENT for SBCTA’s provision of the Regional Rideshare Software as part of the effort to continue coordination of regional rideshare services.
3. **WHEREAS**, the goal of the Project is to maintain and enhance the Regional Rideshare Software, which is necessary to encourage commuters to carpool, vanpool, take bus and rail, telecommute, bike and walk to Southern California worksites;
4. **WHEREAS**, the Parties under a separate Memorandum of Understanding will consolidate their rideshare databases into a single, 5-county regional rideshare database (“Consolidated Database”) to better serve the traveling population of the region;
5. **WHEREAS**, SBCTA has agreed to perform services necessary to implement the Project on the terms and conditions contained herein;

NOW, THEREFORE, the Parties to this AGREEMENT agree to the following terms and conditions:

1. SCOPE OF SERVICES

- A. The Parties understand and agree that LACMTA, OCTA, RCTC and VCTC are intended third-party beneficiaries of the Regional Rideshare and Vanpool Program Online System Agreement dated September 5, 2019 (Contract No. 19-1002203) as amended between SBCTA and Trapeze Software Group, Inc. (“Trapeze”). The foregoing referenced Agreement, attached as Attachment A, is referred to herein as the ‘Software Agreement.’ The Parties agree to comply with Attachment 1, Software License and Maintenance Agreement, to the Software Agreement. SBCTA and its subcontractors shall furnish all technical and professional services necessary to fully and adequately perform the tasks set forth in Exhibit C of the Software Agreement (the “Services”).
- B. SBCTA shall perform the Services in accordance with the Budget attached as Attachment

B, which is incorporated herein by reference. A Party(s) may request a modification to the Regional Rideshare Software as further outlined in Section 10 and SBCTA may release contingency funds as allocated in the budget provided the Party requesting the modification provides written approval of such release of contingency, and further provided the total budget amount is not exceeded.

- C. SBCTA understands that some Party(s) may utilize Congestion Mitigation & Air Quality (“CMAQ”) Funding for this Project and will administer the Project in accordance with CMAQ Guidelines, as adopted or amended.

2. TERM

- A. This AGREEMENT shall commence on July 1, 2021, and terminate on June 30, 2024, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity obligations hereunder shall survive termination of this AGREEMENT.
- B. All eligible Project expenses as outlined in this AGREEMENT shall be reimbursed in accordance with the terms and conditions of this AGREEMENT unless otherwise agreed to by the Parties in writing.
- C. Should a Party(s) determine there are insufficient Funds available for the Project or wish to terminate this AGREEMENT for convenience, the terminating Party(s) may terminate their participation in the AGREEMENT by giving written notice to each Party by April 1st of each year. The termination date will be effective as of July 1st of the same year the written notice was provided. If a Party terminates its participation in the AGREEMENT pursuant to this section, the terminating Party(s) will not reimburse SBCTA any costs incurred after the termination date, except Trapeze Work Orders approved by the terminating Party(s) prior to the termination notice, for which work has commenced by Trapeze. The terminating Party(s) share of these costs will be consistent with the established funding percentages outlined in the AGREEMENT.

3. PAYMENT OF COMPENSATION

LACMTA, OCTA, RCTC and VCTC shall reimburse SBCTA for the amounts set forth below (the “Funds”) for the Project:

- A. LACMTA shall reimburse SBCTA an amount not to exceed FOUR HUNDRED NINETY-FOUR THOUSAND, ONE HUNDRED FIVE DOLLARS (\$494,105) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- B. OCTA shall reimburse SBCTA an amount not to exceed ONE HUNDRED THIRTY-SEVEN THOUSAND, FOUR HUNDRED SIXTY-SIX DOLLARS (\$137,466) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.

- C. RCTC shall reimburse SBCTA ONE HUNDRED EIGHTY SIX THOUSAND, FOUR HUNDRED FOURTY-FOUR DOLLARS \$186,444 for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- D. SBCTA shall be responsible for an amount not to exceed ONE HUNDRED TWENTY FIVE THOUSAND, TWO HUNDRED NINE DOLLARS (\$125,209) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- E. VCTC shall reimburse SBCTA an amount not to exceed THIRTY FOUR THOUSAND, FOUR HUNDRED NINETY-FIVE DOLLARS (\$34,495) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- F. All costs, if any, associated with the initial implementation of the Consolidated Database will be at no cost to LACMTA, OCTA and VCTC. RCTC and SBCTA will share the initial costs associated with the Consolidated Database as outlined in this AGREEMENT.
- G. The Parties shall jointly fund the Project and contribute their share of the Project as outlined in Attachment B.
- H. All disbursements of Funds shall be on a reimbursement basis only. Such disbursements of Funds shall be considered an estimate subject to adjustment based on any Party's audit results.
- I. Under no circumstances will the total amount of money paid to SBCTA for the Services exceed the Funds, unless otherwise agreed to by the Party(s) in writing.

4. INVOICING

- A. All invoices will be provided to LACMTA, OCTA, RCTC and VCTC on a quarterly basis for only those quarters in which Services have been rendered. The quarterly invoice shall include all appropriate documentation (such as contractor invoices, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project.
- B. LACMTA, OCTA, RCTC and VCTC shall make payment to SBCTA within forty-five (45) calendar days after receipt of SBCTA's invoice prepared in accordance with instructions above

Invoices shall be addressed to:

LACMTA

Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051-0296
AccountsPayable@metro.net
Re: AGREEMENT 21-1002572

OCTA

Accounts Payable
P.O. Box 14184
Orange, CA 92863-1584
vendorinvoices@octa.net
Re: AGREEMENT 21-1002572

RCTC

Accounts Payable
PO BOX 12008
Riverside, CA 92502-2208
ap@rctc.org
Re: AGREEMENT 21-1002572

VCTC

Commuter Services
751 E. Daily Drive #420
Camarillo 93010
cgrasty@goventura.org
Re: AGREEMENT 21-1002572

Payments shall be addressed to:

SBCTA

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

- A. LACMTA, OCTA, RCTC and VCTC, and/or their designee(s), shall have the right to conduct audits of the Project, as deemed appropriate. LACMTA, OCTA, RCTC and VCTC may commence a final audit within six months of receipt of acceptable final invoice. SBCTA agrees to establish and maintain proper accounting and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). SBCTA shall reimburse LACMTA, OCTA, RCTC and VCTC for any expenditure not in compliance with the Scope of Services and/or not in compliance with other terms and conditions as defined by this AGREEMENT. SBCTA's expenditures submitted to LACMTA, OCTA, RCTC and VCTC for this project shall be in compliance with 2 CFR Subtitle A, Chapter II Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A87).
- B. SBCTA's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements) and invoices, (all collectively referred to as "Records"), which Records shall be open to inspection and subject to audit and reproduction by LACMTA, OCTA, RCTC and VCTC auditors or authorized representatives to the extent deemed necessary by LACMTA, OCTA, RCTC and VCTC to adequately permit evaluation of expended costs. These records must be retained by

SBCTA for three years following final payment under this AGREEMENT.

6. DEFAULT

A Default under this AGREEMENT is defined as failure of a Party(s) to comply with the terms and conditions contained herein including but not limited to; (i) A Party(s) fails failure to comply with the Attachment 1 to the Software Agreement; (ii) A Party(s) authorizes a Trapeze Work Order as noted in Section 10 without SBCTA participation; (iii) SBCTA authorizes a Trapeze Work Order as noted in Section 10 prior to obtaining written approval from the Party(s).

A waiver by a Party(s) of one default of another Party(s) shall not be considered to be a waiver of any subsequent default of the other Party(s), of the same or any other provision, nor be deemed to waive, amend, or modify this AGREEMENT.

7. REMEDIES:

- A. In the event of a Default by a Party(s), the non-Defaulting Party(s) shall provide written notice of such Default to the Defaulting Party(s) identifying the Default and providing a 30-day period in which to cure the Default. In the event the Defaulting Party(s) fails to cure the Default or commit to cure the Default and commence the same within such 30-day period to the satisfaction of the non-Defaulting Party(s), the following shall apply:
 - 1. If SBCTA is the Defaulting Party: (i) The non-Defaulting Party(s) may terminate their participation in this AGREEMENT; (ii) the non-Defaulting Party(s) may cease making disbursements of Funds to SBCTA, except that the non-Defaulting Party(s) shall reimburse SBCTA for Services provided prior to the event constituting the Default; and/or (iii) the non-Defaulting Party(s) may recover damages and/or expenses from SBCTA's default to the extent allowed by law or in equity.
 - 2. If LACMTA, OCTA, RCTC or VCTC is the Defaulting Party: (i) SBCTA may cease the provision of the Services; and /or (ii) SBCTA may recover damages and/or expenses resulting from the Defaulting Party(s)'s to the extent allowed by law or in equity.
- B. The remedies described herein are non-exclusive. The Party(s) shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

8. COMMUNICATIONS

- A. The Parties shall ensure that all Communication Materials (as defined in 8.B.) contain recognition of the Parties' contribution to the Project. The Parties shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by LACMTA, OCTA, RCTC, SBCTA and VCTC" or alternative acceptable minimum language as approved in writing by the Parties; and (ii) the Parties' logos, with the exception of press releases, which do not require the Parties' logos. Prior to

use in Communications Materials, each Party verify and approve, in writing, the correct logo. .

- B. For purposes of this AGREEMENT, “Communications Materials” include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.
- C. The Parties shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired by a Party(s) to produce Communications Materials related to this Project will comply with the requirements contained in this Section.

9. OWNERSHIP OF MATERIALS/EQUIPMENT/CONFIDENTIALITY/USE OF DATA

- A. Ownership and Use Rights. Ownership and the right to use all documents, Data, Software or Successor Software (as defined in Section 10), and materials shall be in accordance with the Software Agreement. This AGREEMENT does not confer upon any Party any right or interest in any other Party’s collected or owned technical data.
- B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials, either created by or provided to a Party in connection with the performance of this AGREEMENT shall be held confidential by that Party. No other Party shall use such materials for any purposes other than the performance of the Services without the prior written consent of the Party from which the materials were obtained. Nor shall such materials be disclosed to any person or entity for any purpose other than the performance of the Services. Nothing furnished to a Party which is otherwise known to another Party or is generally known, or has become known, to the related industry shall be deemed confidential. Except as required by Section 8 of this AGREEMENT, the Parties shall not use any other Party’s name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of that Party.

10. SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE

- A. Software Licensing for the Regional Rideshare Software and products required under this AGREEMENT shall be in accordance with the Software Agreement; in the event of a conflict between the provisions of this AGREEMENT and the Software Agreement, the provisions of the Software Agreement shall control. For the purposes of this AGREEMENT, the below terms are defined as follows:
 - 1. Software: The software programs and products or if the Regional Rideshare Software is replaced, the successor software programs and products, provided such successor software at a minimum performs the same functions as the Regional Rideshare Software, that are licensed to the Parties or to be developed per the Software or Successor Software

Module Enhancements noted in the paragraph below and delivered by SBCTA or its subcontractors to the Parties under the AGREEMENT.

2. Software or Successor Software Enhancements: Enhancements or modifications including but not limited to adding features or modules that are not provided under the Software Agreement and that are made to Software or the Successor Software modules by SBCTA or its subcontractors that are funded by a Party(s) or collectively the Parties hereunder for the Project.

3. Data: The information, whether in hard copy, database, keypunch or other formats, which is used as input to the Software or Successor Software or which is or has been generated, collected, analyzed, created, prepared or developed by SBCTA, or its respective subcontractors for the performance of the Project which is funded hereunder.

- B. A Party(s) may request that SBCTA's subcontractors generate Software or Successor Software Enhancements using contingency funds identified in the Budget, Attachment B. The requesting Party(s) may work directly with SBCTA's subcontractors to develop a Work Order for the requested modification(s), but the Work Order provided by SBCTA's subcontractors shall be approved and signed by SBCTA to ensure there is sufficient budget for the enhancement(s). The cost share of the Work Order will be determined based on the number of participating Party(s). If there is only one participating Party, the cost will be the sole responsibility of that Party. If multiple Party(s) participate, the cost will be shared by population share of the participating Party(s) or as otherwise agreed by the participating Party(s). The cost share for each Work Order will be outlined and attached to the Work Order, along with the written approval of all participating Parties, including SBCTA.

The following shall apply for the Software or Successor Software and when any Enhancements (Software or Successor Software) developed for the Project:

1. SBCTA's subcontractors shall deliver the Software or Successor Software and Software or Successor Software Enhancements electronically to the Party(s) online websites. The Party(s) shall hold the Software or Successor Software and Software or Successor Software Enhancements, and other written or electronic materials provided by SBCTA's contractors, in confidence, shall use and disclose them only as expressly authorized herein or as required by law and only to its employees, consultants, agents or sublicensees to whom disclosure is necessary for the performance and exercise of its rights hereunder, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.
2. The Party(s) shall not sell, license or otherwise transfer any interest in the Data, Software or Successor Software, Software or Successor Software Enhancements, or other materials developed for utilization in the Project, without the prior written permission of each of the Party(s).

11. SUBCONTRACTORS

SBCTA shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Parties. The Parties understand and agree that Trapeze will be a subcontractor for services under this AGREEMENT, unless the Software is at some time replaced with Successor Software. If SBCTA desires to extend or enter a new agreement with Trapeze beyond the terms identified in Section 2 of this AGREEMENT, written approval is required by the Parties.

12. INDEMNIFICATION

- A. No Party, nor any officers, directors, employees or agents thereof are responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under or in connection with any work, authority or jurisdiction delegated to any other Party under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, that each Party shall fully defend, indemnify and save harmless all other Parties, and their officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority or jurisdiction delegated to the indemnifying Party under this AGREEMENT. This provision shall survive termination of this contract.

13. INSURANCE

- A. Without in any way affecting the indemnity provisions identified in this AGREEMENT, the Parties shall, at their own sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this AGREEMENT and shall be with at least the limits of liability as identified in this section. Any Party(s) that are a self-insured public entity for purposes of the liabilities identified in this section warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
1. *Professional Liability* - Shall be provided in an amount not less than \$1,000,000, per claim and \$2,000,000 in the aggregate. The Parties shall secure and maintain this insurance or “tail” coverage provided throughout the term of this Agreement and for a minimum of three (3) years after Agreement completion.
 2. *Workers' Compensation* - Worker’s Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 limits, covering all persons providing services on behalf of the respective Party and all risks to such persons under this Agreement.
 3. *Commercial General Liability* - To include coverage for Premises and Operations,

Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.

4. *Automobile Liability* - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
5. *Network and Privacy Insurance* – Each of the parties shall carry Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1, 000,000 per claim and \$1,000,000 in the annual aggregate, protecting itself and each Party from the following exposures related to this Agreement:
 - (i) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited to bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and
 - (ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.
 - (iii) If such insurance is maintained on an occurrence basis, the Parties shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, the parties shall maintain such insurance for an additional period of three years following the end of the applicable Term.

- B. *Proof of Coverage* – SBCTA shall furnish certificates of insurance to the other Parties and the other Parties shall furnish certificates of insurance to SBCTA evidencing the insurance coverage required above, prior to the commencement of performance of service hereunder, and such certificates shall include the other Party as an additional insured on all insurances except Worker's Compensation and Professional Liability. The certificates of insurance must be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renewed coverage for any reason, the responsible Party will provide 30 days' notice of such cancellation or nonrenewal to the other Party. If a Party's policy is cancelled for nonpayment of premium, the applicable Party shall provide the other Party ten (10) days' notice. All certificates of insurance are to include the contract number and Program Manager's name.

14. KEY PERSONNEL AND NOTICES

- A. The Parties have designated the following as key personnel for the Project and will provide written email notice of any key Project staffing changes or other notifications required in this AGREEMENT.

LACMTA: Martin Buford Sr. Manager, Transportation Planning Shared Mobility & Implementation BufordM@metro.net	OCTA: Kristopher Hewkin Marketing Specialist – Vanpool khewkin@octa.net
RCTC: Brian Cunanan Program Manager, Commuter & Motorist Assistance bcunanan@rctc.org	SBCTA: Nicole Soto Mobility Analyst, Transit & Rail nsoto@gosbcta.com
VCTC: Claire Grasty Program Manager, Regional Planning, Rail and TDA Programs cgrasty@goventura.org	

- B. Any and all notices permitted or required to be given hereunder shall be deemed duly given and received (a) upon actual delivery, if delivery is personally made or if made by email during regular business hours, or (b) the first business day following delivery by email when not made during regular business hours. Each such notice shall be sent to the respective Party(s) at the email address indicated above or to any other email address as the respective Party(s) may designate from time to time by a notice given in accordance with this Section. A Party shall notify all other Parties of any contact information changes within five (5) business days of the change.

15. OTHER TERMS AND CONDITIONS

- A. This AGREEMENT shall not be amended, nor any provisions or breach hereof waived, except by written Amendment signed by the Parties.
- B. In the event that there is any legal court (e.g., Superior Court of the State of California or U.S. District Court for the Central District of California) proceeding between the Parties to enforce or interpret this AGREEMENT, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

- C. No Party(s) hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, pandemics, and government acts beyond the control and without fault or negligence of the affected party. Each Party hereto shall give notice promptly to the other Parties of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this AGREEMENT.
- D. SBCTA shall comply with and ensure that work performed under this AGREEMENT is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).
- E. SBCTA shall not assign this AGREEMENT, or any part hereof, without prior written approval of each Party, and any assignment without said consent shall be void and unenforceable.
- F. This AGREEMENT shall be governed by California law. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The covenants and agreements of this AGREEMENT shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.
- H. SBCTA in the performance of the work described in this AGREEMENT is not a contractor nor an agent or employee of LACMTA, OCTA, RCTC or VCTC. SBCTA attests to no organizational or personal conflicts of interest and agrees to notify LACMTA, OCTA, RCTC and VCTC immediately in the event that a conflict, or the appearance thereof, arises. SBCTA shall not represent itself as an agent or employee of LACMTA, OCTA, RCTC or VCTC and shall have no powers to bind LACMTA, OCTA, RCTC or VCTC in contract or otherwise.
- I. This AGREEMENT may be executed in counterparts, each of which shall constitute an original. A manually signed copy of this AGREEMENT which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this AGREEMENT for all purposes. This AGREEMENT may be signed using an electronic signature so long as the signature complies with Government Code § 16.5 and the Uniform Electronic Transactions Act, Civil Code §§ 1633.1 et seq.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington Date
Chief Executive Officer

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva
County Counsel

By: _____
Deputy Date

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Georgia Martinez Date
Department Manager,
Contracts and Procurement

APPROVED AS TO FORM:

By: _____
James M. Donich Date
General Counsel

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer Date
Executive Director

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, LLP Date

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
 Frank J. Navarro Date
 President, Board of Directors

APPROVED AS TO FORM:

By: _____
 Julianna K. Tillquist Date
 General Counsel

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____
 Darren Kettle Date
 Executive Director

APPROVED AS TO FORM:

By: _____
Steven T. Mattas Date
Legal Counsel

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 20-1002371**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND RIVERSIDE COUNTY TRANSPORTATION COMMISSION****FOR****THE PROVISION OF RIDESHARE****PROGRAM IMPLEMENTATION**

This Amendment No. 1 to Cooperative Agreement (“Amendment No. 1”) is made and entered into as of July 1, 2021 by and between the San Bernardino County Transportation Authority (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Riverside County Transportation Commission (“RCTC”), located at 4080 Lemon St, Riverside, California 92501. SBCTA and RCTC are each a “Party” and collectively the “Parties”.

RECITALS:

- A. **WHEREAS**, The Parties entered into a Cooperative Agreement dated July 1, 2020 for the Provision of Rideshare and Vanpool Program Implementation and Software (“Cooperative Agreement”); and
- B. **WHEREAS**, The Parties desire to reduce the provision of rideshare and vanpool software from the Cooperative Agreement, the balance of which will be transferred to a new five (5)-county regional rideshare software agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA), Orange County Transportation Authority (OCTA), RCTC, SBCTA and Ventura County Transportation Commission (VCTC); and
- C. **WHEREAS**, The Parties operate a bi-county Rideshare program (“PROJECT”) which provides services and support for each Party’s respective Transit and/or Multi-modal programs (“RIDESHARE AND MULTI-MODAL PROGRAMS ”); and
- D. **WHEREAS**, The Parties desire to add miscellaneous rideshare and multi-modal services required for maintaining and improving the Parties’ RIDESHARE AND MULTI-MODAL PROGRAMS to this agreement, which are either costs shared by RCTC and SBCTA or administered by RCTC on behalf of SBCTA; and
- E. **WHEREAS**, RCTC will engage and has the necessary resources to manage contractors providing miscellaneous rideshare and multi-modal services (“MISCELLANEOUS SERVICE CONTRACTORS”).

NOW THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, SBCTA and RCTC agree to amend the Cooperative Agreement as follows:

- 1. Capitalized terms used in the Cooperative Agreement and also set forth in the Recitals to this Amendment No. 1 shall have the meaning as set forth in this Amendment No. 1. Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Cooperative Agreement.
- 2. Attachment 1 – Software License and Maintenance Agreement is deleted in its entirety.

3. Exhibit B – SBCTA SOFTWARE CONTRACTOR is replaced with Exhibit B.1.
4. ARTICLE 2. COMPENSATION, Subsection 2.3.2 is deleted in its entirety and replaced with the following:

“2.3.2 That RCTC’s total obligation to SBCTA shall not exceed Two Thousand Five Hundred Dollars (\$2,500), for the services rendered through the SOFTWARE CONTRACTOR.”
5. ARTICLE 4. INDEMNIFICATION AND INSURANCE, Subsection 4.2 is deleted in its entirety and replaced with the following:

“4.2 Without in any way affecting the indemnity provisions identified in this Agreement, RCTC shall, at their own sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this Agreement and shall be written with at least the following limits of liability:

4.2.1 Professional Liability - Shall be provided in an amount not less than \$1,000,000, per claim and \$2,000,000 in the aggregate. RCTC shall secure and maintain this insurance or “tail” coverage provided throughout the term of this Agreement and for a minimum of three (3) years after Agreement completion.

4.2.2 Workers' Compensation - Workers’ Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 limits, covering all persons providing services on behalf of the respective Party and all risks to such persons under this Agreement.

4.2.3 Commercial General Liability - To include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.

4.2.4 Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.

4.2.5 Network and Privacy Insurance – RCTC shall carry, or shall cause its contractors to carry, Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate, protecting itself and the other Party from the following exposures relating to RCTC or any of their contractors performance under the Agreement:

(i) the theft, dissemination and/or unauthorized disclosure or use of Confidential Information and personally identifiable information (not to be limited to bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(ii) the introduction of a computer virus into, or otherwise causing damage to, a computer,

computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, RCTC or their contractors shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, RCTC or their contractors shall maintain such insurance for an additional period of three years following the end of the applicable Term.

4.2.6 Proof of Coverage – RCTC shall furnish certificates of insurance to SBCTA evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include SBCTA as an additional insured on all insurances except Workers' Compensation and Professional Liability. Prior to commencing any work, RCTC shall furnish SBCTA with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, RCTC will provide 30 days' notice of such cancellation or nonrenewal to SBCTA. If RCTC's policy is cancelled for nonpayment of premium, RCTC shall provide SBCTA ten (10) days' notice. RCTC shall maintain such insurance from the time RCTC commences performance of services hereunder until the completion of such Services. All certificates of insurance are to include the contract number and Project Manager's name.

4.2.7 Additional Insured - All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming SBCTA and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out to the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

4.2.8 Waiver of Subrogation Rights – RCTC shall require the carriers of the above required coverages to waive all rights of subrogation against SBCTA, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit RCTC or its contractors, employees or agents from waiving the right of subrogation prior to a loss or claim. RCTC hereby waives all rights of subrogation against SBCTA.

4.2.9 All policies required to be carried by RCTC herein are to be primary and non-contributory with any insurance carried or administered by SBCTA.

4.2.10 Certificates/Insurer Rating/Cancellation Notice -

(i) RCTC shall maintain and shall require their contractors to maintain such insurance from the time the PROJECT commences until the PROJECT is completed, except as may be otherwise required by this Section.

(ii) RCTC may legally self-insure, but shall require their contractors to place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

(iii) RCTC and their consultants shall replace certificates, policies and

endorsements for any insurance expiring prior to completion of the PROJECT.”

6. ARTICLE 7. CONFIDENTIAL INFORMATION/NON-DISCLOSURE, Subsections 7.1, 7.2, 7.3 7.4 and 7.5 are deleted in their entirety and replaced with the following:

- “7.1 Confidential Information. “Confidential Information” shall include: all data or information accessible in connection with the PROJECT; all personal information of PROJECT participants, including but not limited to a participant’s residence address, employment address or hours of employment used for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs and subject to California Penal Code Section 637.6, as well as names, biographical information, demographic information, use data, contact information, or similar personal information of participants; and any and all data, content, materials, documents and/or other information related to the PROJECT designated, from time to time, in writing by the Parties as Confidential Information.
- 7.2 Non-Disclosure. Except as required by law, both Parties shall hold the Confidential Information in confidence, shall take reasonable precaution to protect and keep the Confidential Information confidential, shall not disclose the Confidential Information to any person or party not specifically authorized in writing by the affected Party to receive the Confidential Information, and shall not use the Confidential Information for any purpose other than as necessary to operate the PROJECT. Further, neither Party shall disclose a participant’s personal information, including but not limited to a participant’s residence address, employment address or hours of employment, used for the purpose of assisting private entities in the establishment or implementation of ridesharing programs, to any other person or use such information for purposes other than as necessary to operate the PROJECT, without the prior written consent of the participant, as required by California Penal Code section 637.6. Parties shall limit access to the Confidential Information only to individuals who are directly involved in operation of the PROJECT, and shall further ensure that such individuals are legally bound to maintain the confidentiality of the Confidential Information on substantially the same terms as set forth herein. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) becomes, through no act or fault of the recipient, publicly known, b) received by recipient from a third party without a restriction on disclosure or use, (c) independently developed by recipient without reference to the Confidential Information, or (d) is required by law, or process of law, to be disclosed.
- 7.3 Expiration. Immediately upon (a) the expiration or termination of this Agreement, or (b) a request by a Party, the other Party shall turn over to requesting Party all Confidential Information of or directly pertaining to the requesting Party, as identified in Article 6.1, and all documents or media containing any such Confidential Information, and any and all copies or extracts thereof, except that each Party’s legal counsel may retain one copy of all Confidential Information in its office solely for archival legal purposes. The foregoing shall not be interpreted to require the Parties to remove Confidential Information stemming from PROJECT databases to which each Party may be entitled a copy, nor to cease use of such information on termination of this Agreement, provided that such use is for operation of the Rideshare Program.

The Parties recognize that, pursuant to this provision, a Party may request copies of or export files from PROJECT databases containing Confidential Information of commuters and employers participating in the PROJECT. The requesting Party shall be solely responsible for maintaining the confidentiality and security of such data, and shall indemnify the other Party,

pursuant to Article 6.1 of this Agreement, for any claims arising out of use or retention of such data.”

- 7.4 Key Personnel. The Parties shall designate key personnel (“Key Personnel”) requiring access to the RIDESHARE AND MULTI-MODAL PROGRAMS. Key Personnel shall use Confidential Information only and strictly for the operation of the PROJECT, and shall not disclose or share such Confidential Information, whether or not employed or in any way associated with either Party, who has not been specifically approved in writing to receive such Confidential Information.
- 7.5 Non-Disclosure and Confidentiality Agreement. To protect Confidential Information, each Party shall require each of its Key Personnel to execute a Non-Disclosure and Confidentiality Agreement substantially in the form of Exhibit D, attached hereto and incorporated by this reference. Each Party shall provide the other Party a signed Non-Disclosure and Confidentiality Agreement for each Key Personnel designated below or designated from time-to-time by SBCTA's or RCTC's Executive Director or designee, respectively, prior to the Parties' disclosure of any log-in information or other Confidential Information to such Key Personnel. SBCTA and RCTC, respectively, designate the following individuals as Key Personnel requiring access to the PROJECT:

SBCTA	RCTC
Nicole Soto, Mobility Analyst	Brian Cunanan, Program Manager
Nancy Strickert, Transit Manager	Ariel Alcon Tapia, Sr. Management Analyst

”

MISCELLANEOUS PROVISIONS TO AMENDMENT NO. 1

7. The Recitals set forth above are incorporated herein by this reference.
8. Except as amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.
9. This Amendment No. 1 is effective upon execution by the Parties.
10. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.
11. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Anne Mayer,
Executive Officer

Date: _____

APPROVED AS TO FORM

By: _____
Best, Best & Krieger, LLP,
General Counsel

Date: _____

Exhibit B-1– SBCTA SOFTWARE CONTRACTOR

**REGIONAL RIDESHARE CONSOLIDATED DATABASE PROJECT
MEMORANDUM OF UNDERSTANDING NO. 21-1002573**

This MOU is entered into between LACMTA, OCTA, RCTC, SBCTA and VCTC for the Regional Rideshare Consolidated Database Project.

1. **WHEREAS**, SBCTA has entered into Contract No. 19-1002203 with Trapeze, whereby Trapeze provides regional rideshare software to support a regional rideshare database.
2. **WHEREAS**, the Parties have entered into a Regional Rideshare Software Agreement.
3. **WHEREAS**, the Parties desire to enter into this MOU as part of the effort to merge the regional rideshare databases allowing for a Consolidated Database and establish the roles and responsibilities of the Parties for the Project.
4. **WHEREAS**, SBCTA has agreed to perform services necessary to implement the Project through its Contract with Trapeze on the terms and conditions contained herein;

NOW, THEREFORE, the parties to this MOU agree to the following terms and procedures:

1. DEFINITIONS

- A. **Commuter Account Data** - Data related to rideshare participants including, but not limited to, PII
- B. **Confidential Information** - Log-in information and all Software, Data and PII
- C. **Consolidated Database** - 5-county regional rideshare database
- D. **Employer Data** - Data related to employer participants in any Party's rideshare program
- E. **ETC** - Employer Transportation Coordinator
- F. **Initial Term** - Effective as of the date signed by all Parties through July 31, 2021
- G. **Key Personnel** - Designated by the Parties and authorized to access the Consolidated Database
- H. **LACMTA** - Los Angeles County Metropolitan Transportation Authority
- I. **MOU** - Memorandum of Understanding
- J. **OCTA** - Orange County Transportation Authority
- K. **Parties** - LACTMA, OCTA, RCTC, SBCTA and VCTC collectively
- L. **Party** - LACTMA, OCTA, RCTC, SBCTA and VCTC individually
- M. **PII** - Personally Identifiable Information of rideshare participants, including names, phone numbers, home address, employer and work address, email addresses, and any other information that could be used to identify a person
- N. **Primary county rideshare service provider for commuters** – Assigned by commuter home destination
- O. **Primary county rideshare service provider for employers** – Assigned by employer work destination
- P. **RCTC** - Riverside County Transportation Commission
- Q. **Regional Rideshare Software Agreement** - Agreement No. 21-1002572 for SBCTA's provision of the regional rideshare software on behalf of LACMTA, OCTA, RCTC and

VCTC.

- R. **Regional rideshare software** - Services and licenses software to support a regional rideshare database
- S. **Renewal Term(s)** - Additional one year periods following the Initial Term
- T. **Rideshare service provider** - For employers with multiple sites, the location of the applicable ETC or employer's headquarters dictate which Party is the rideshare service provider
- U. **SBCTA** - San Bernardino County Transportation Authority
- V. **The Project** - Implementation and operation of the Consolidated Database
- W. **Trapeze** - Trapeze Software Group, Inc.
- X. **VCTC** - Ventura County Transportation Commission

2. **SCOPE OF SERVICES**

- A. SBCTA shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, necessary to fully and adequately perform the merger of the two existing rideshare databases. SBCTA will perform the merger at no cost to LACMTA, VCTC or OCTA. RCTC will share in certain costs related to the Project, as per the Regional Rideshare Software Agreement related to such cost sharing.
- B. Once, the merger of the databases has been completed, the Parties agree to participate in quarterly meetings to ensure program continuity and agreed upon software changes and updates to ensure mutually beneficial upgrades for all Parties. Additional meetings can be requested by the Parties as needed.

3. **TERM**

The Agreement shall be effective as of the date signed by all Parties. Upon expiration of the Initial Term the **MOU** shall automatically renew for additional Renewal Terms. Any Party may withdraw from the MOU at any time by providing the other Parties with written notice of such withdrawal 30 days prior to such withdrawal. Subject to such withdrawal, the Parties shall retain data as identified in Section 8, Ownership of Materials/Equipment/Confidentiality/Use of Data.

4. **DEFAULT**

A Default under this MOU is defined as any one or more of the following: (i) A Party fails to comply with the terms and conditions contained herein; or (ii) A Party fails to perform its obligations set forth in this MOU.

5. **REMEDIES**

Any Party that fails to comply with its obligations regarding access to the Consolidated Database, or use and maintenance of PII and other confidential information, as defined below, following written notice of such Default, shall be immediately restricted from access to the Consolidated Database

until the Parties agree on and implement a plan for correction. The Parties shall not unreasonably withhold approval of such plan.

In the event of a Default by any Party not addressed as set forth above, any non-Defaulting party(s) shall provide written notice of such Default to the party in Default providing a 30-day period to cure the Default. In the event the Defaulting party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of the non-Defaulting party(s), such non-Defaulting party(s) may terminate their participation in the MOU. The remedies described herein are non-exclusive. The Parties have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

6. INDEMNITY

No Party nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by any other Party, or such other Party's contractors, sub-contractors, and/or its agents under or in connection with any activity covered by this MOU. It is understood and agreed that each Party, to the extent permitted by law, will defend, indemnify, and save harmless all other Parties and all of their respective officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, or other theories and assertions of liability occurring by reason of: (i) the indemnifying Party's breach of any obligations under this MOU; or (ii) any negligent act, omission or willful misconduct of the indemnifying Party, or its officers, agents, employees, contractors or subcontractors in connection with the Project; use or storage of any data accessed through the Consolidated Database contrary to the provisions of this MOU.

7. SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE

A. Software Licensing for the computer software and products required under this MOU shall be in accordance with the Regional Rideshare Software Agreement, the provisions of which shall control over the terms of this MOU. For the purposes of this MOU, the below terms are defined as follows:

1. Software: The software programs and products developed or to be developed and delivered to the Parties under the Regional Rideshare Software Agreement.
2. Data: The information, whether in hard copy, database, keypunch or other formats, which is used as input to the Software or which is or has been generated, collected, analyzed, created, prepared or developed by Trapeze, or its respective subcontractors for the performance of the Project, which is used by the Parties for the Project.

B. The following rules shall apply to all Data:

1. The Parties shall hold the Data in confidence, shall use and disclose Data only as expressly authorized in the Regional Rideshare Software Agreement, herein, and only to its employees, agents or sub licensees to whom disclosure is necessary or appropriate for the performance and exercise of its rights hereunder, or as required by

law, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.

2. The Parties shall not sell, license or otherwise transfer any interest in the Data or other materials in some manner developed for utilization in the Program, without the prior written permission of each Party's Executive Officer or designee.
- C. Notwithstanding the foregoing, rideshare participant data, including PII, may be used and disclosed without prior written permission for ridesharing and ridematching purposes in accordance with each respective Party's rideshare program, and the requirements herein. Such data and PII is knowingly and voluntarily provided by participants for purposes of ridesharing and ridematching.

8. OWNERSHIP OF MATERIALS/EQUIPMENT/CONFIDENTIALITY/USE OF DATA

- A. Ownership and Use Rights. Ownership and the right to use all documents, Data, Software and materials shall be in accordance with the Regional Rideshare Software Agreement.
- B. Use of Data. As a user of the Consolidated Database, Data is accessible to the Parties in electronic media as outlined in the Regional Rideshare Software Agreement. Subject to the limits below, Data is accessible 24 hours, 7 days a week to all Parties to input, use, access and manipulate the Data to prepare reports and perform other ridematching functions contemplated by this MOU, or part of a Party's rideshare program. If electronic access to Data is interrupted for a Party(s), Data owned by the Party(s) as outlined below shall be provided upon availability to the Party(s) but no later than 30 days after a written email request has been made to SBCTA or, at the direction of SBCTA, to Trapeze. All Data shall be delivered electronically in electronic media format.

It is the intent of the Parties that Commuter Account Data and Employer Data be accessible as detailed above, subject to the following:

1. A Party shall have access to and shall have non-exclusive ownership of any:
 - i. Commuter Account Data for commuters originating in the county of that Party, regardless of the commuter's destination.
 - ii. Commuter Account Data for commuters destined for an employer in the county of that Party, regardless of the home address of the commuter.
 - iii. All Employer Data for employers located within the county of that Party.
 - iv. All Employer Data for employers with commuter accounts originating in the county of the Party.

Upon expiration or termination of this MOU, each Party shall have the right to retain files associated with the Party, as detailed above, including PII, on the condition that any Party

exercising this right shall be solely responsible for maintaining the confidentiality and security of such PII.

9. SAFEGAURDING PERSONALLY IDENTIFIABLE INFORMATION

- A. The Parties acknowledge that the Data may include PII of rideshare participants. Furthermore, as is customary for this program, participants are not allowed to use their social security number and/or driver's license number, in whole or in part, as a personal identifier. Therefore, the PII in the Consolidated Database is not intended to contain social security or driver's license information.
- B. The Parties warrant and certify that they, and their third party contractors that administer or may assist in administering their rideshare programs, will only use PII for the operation and management of the Project or respective rideshare program, and will not sell or otherwise provide PII to any person or entity for any other purpose, and that they will observe security measures meeting reasonable industry standards. The Parties further warrant that they will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and their own respective agencies relating to the handling and confidentiality of PII and agree to, consistent with Section 6, Indemnification, indemnify any other Party against any loss, cost, damage or liability by reason of a Party's, or its third party contractor's, violation of this provision.
- C. Each Party shall immediately notify the other Parties when it discovers that there may have been a breach in security which has or may have resulted in compromise to the PII. For purposes of this section, immediately is defined as within two hours of discovery.

10. KEY PERSONNEL

Each Party shall designate in writing Key Personnel authorized to access the Consolidated Database. Key Personnel shall be granted log-in information to enable access to the Consolidated Database. Key Personnel shall use Confidential Information only for regional rideshare purposes and shall not otherwise disclose or share such log-in information, or any other Confidential Information, with any individual or party not authorized to access the Consolidated Database. Each Party shall share the name(s) of its Key Personnel with all other Party's on an annual basis.

Each Key Personnel shall execute a Non-Disclosure and Confidentiality Agreement, in a form to be agreed upon by the Parties, prior to accessing the Consolidated Database.

11. ASSIGNING "PRIMARY COUNTY RIDESHARE SERVICE PROVIDER"

- A. The Parties agree to utilize a home destination basis for assigning "primary county rideshare service provider" for commuters.
- B. The Parties agree to utilize a work destination basis for assigning "primary county rideshare service provider" for employers.
- C. For employers with multiple sites, the location of the applicable ETC or

employer's headquarters shall dictate which Party shall be considered the "rideshare service provider".

12. OTHER TERMS AND CONDITIONS

- A. This MOU, along with its Attachments, constitutes the entire understanding among the Parties with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the Parties.
- B. In the event that there is any legal court (e.g., Superior Court of the State of California or the U.S. District Court for the Central District of California) proceeding between any two or more of the Parties to enforce or interpret this MOU, to protect or establish any rights or remedies hereunder, the prevailing Party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- C. No Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the others of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.
- D. No Party may assign this MOU, or any part thereof, without prior written approval of all other Parties, and any assignment without said consent shall be void and unenforceable.
- E. This MOU shall be governed by California law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- F. The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.
- G. Notice will be given to the Parties at the address specified below, unless otherwise notified in writing of change of address.
- H. All rights and obligations hereunder that by their nature are to continue after any withdrawal from, expiration or termination of this MOU, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such withdrawal, expiration or termination.
- I. This MOU may be executed in counterparts, each of which shall constitute an original. A manually signed copy of this MOU which is transmitted by facsimile,

email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature, provided such electronic signature complies with Government Code § 16.5 and the Uniform Electronic Transactions Act, Civil Code §§ 1633.1 et seq.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington Date
Chief Executive Officer

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By: _____
Deputy Date

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Darrell E. Johnson Date
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
[update w/ OCTAs] Date

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer Date
Executive Director

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, LLP Date

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Raymond W. Wolfe Date
Executive Director

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist Date

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

VENTURA COUNTY TRANSPORTATION COMMISSION

By: _____
Darren (middle initial?) Kettle Date
Executive Director

APPROVED AS TO FORM:

By: _____
[update w/ VCTCs] Date

RESOLUTION NO. 21-013

RESOLUTION OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
ADOPTING AMENDED GUIDELINES FOR THE ADMINISTRATION OF THE
MEASURE A FUNDED COMMUTER INCENTIVE PROJECTS
AS PART OF ITS COMMUTER ASSISTANCE PROGRAM

WHEREAS, in 1988 Riverside County residents approved the original Measure A imposing a 1/2 cent sales tax for transportation purposes within the County of Riverside; and

WHEREAS, on November 5, 2002 the voters of Riverside County approved the extension of Measure A, authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the “Plan”); and

WHEREAS, the Plan provides that a minimum of \$50 million in revenues generated under Measure A are designated for Western Riverside County commuter assistance efforts designed to encourage single occupant vehicle drivers to carpool, vanpool, buspool, walk, bicycle, telework or use public transit (bus/train) to and from work to reduce congestion during peak rush hour periods; and

WHEREAS, the Riverside County Transportation Commission (“Commission”) has established a Commuter Assistance Program which includes the following commuter incentive subsidies: the \$2/Day Incentive (to be changed to \$5/Day Incentive) and the VanClub Program; and

WHEREAS, the Commission also implements drawings, sweepstakes and similar incentives under the Commuter Assistance Program; and

WHEREAS, the Commission now desires to revise the guidelines established under the original Measure A, adopted pursuant to Resolution 03-025. This Resolution is intended to supersede, in its entirety, Resolution 03-025; and

WHEREAS, pursuant to this Resolution, the Commission intends to adopt current guidelines for the Commuter Incentive Program to help induce ridesharing in the County and to provide a means for fairly allocating limited Measure A revenues to all eligible participants.

NOW, THEREFORE, the Riverside County Transportation Commission hereby resolves as follows:

Section 1: Capitalized Terms. Capitalized terms used in this Resolution shall have the meanings as set forth in the Definitions section below.

Section 2: \$5/Day Incentive. The following guidelines are hereby established for the \$5/Day Incentive:

A. A Participating Commuter must be engaged in a Rideshare Arrangement for the purpose of commuting to a place of employment or a teleworking work center. A Rideshare Arrangement specifically excludes taking children to school and/or day care situations.

B. Subject to the limitations set forth elsewhere in this Resolution, the \$5/Day Incentive, which shall be capped at \$125/month per Participating Commuter, shall be provided as follows:

- (1) \$5.00 for each day a Participating Commuter carools in a carpool.
- (2) \$5.00 for each day a Participating Commuter rides in a vanpool.
- (3) \$5.00 for each day a Participating Commuter rides a public bus.
- (4) \$5.00 for each day a Participating Commuter walks or bicycles.
- (5) \$5.00 for each day a Participating Commuter in a hybrid telework arrangement teleworks, subject to paragraph C below.
- (6) \$5.00 for each day a Participating Commuter rides commuter rail.

C. A hybrid telework arrangement means that the Participating Commuter works both remotely from home and on-premises at the Participating Employer's work site. If the Participating Commuter meets the minimum requirement set forth in (I) below, then the Participating Commuter's telework days are eligible for the \$5/Day Incentive.

D. All Participating Commuters must live in Western Riverside County for incentives provided under Measure A. If other funding sources are available, the Executive Director may authorize expansion of the \$5/Day Incentive to Participating Commuters in Eastern Riverside County for such time as funding remains available.

E. All Participating Commuters must be employed by a Participating Employer during participation in the \$5/Day Incentive.

F. A Participating Commuter may not have received, within the six months prior to enrollment in \$5/Day Incentive, any Incentive from \$5/Day Incentive or from any Sister Agency Program. If an applicant received an Incentive from \$5/Day Incentive or from any Sister Agency Program more than six months before submitting an application, the applicant may receive an Incentive under \$5/Day Incentive only if he or she requests an Incentive for a different commute mode from that for which he or she has already received an Incentive. The limitations in this section shall not apply or take effect until six (6) months following the Effective Date of this Resolution.

G. The Participating Commuter may not have been in a Rideshare Arrangement during the 90 days prior to enrollment in the \$5/Day Incentive.

H. A Participating Commuter must commute to work on one or more weekdays (i.e.: Monday through Friday) to qualify. An Incentive will also be paid for qualifying weekend work trips as

long as the commuter works on weekend days as part of a regular shift that includes at least one weekday.

I. A Participating Commuter must carpool, vanpool, use public bus or commuter rail, walk, or bicycle to a Participating Employer's work site a minimum of five workdays a month to qualify.

J. Participating Commuters may receive an Incentive under the \$5/Day Incentive for no more than three (3) consecutive months. Any calendar month during which a Participating Commuter is enrolled in the \$5/Day Incentive shall be considered a full month of participation in the \$5/Day Incentive. For example, if a Participating Commuter enrolls in the \$5/Day Incentive on the 15th of a month and carpools for five days in that month, that month will be considered a full month for purpose of determining the Participating Commuter's participation in the \$5/Day Incentive.

Section 3: VanClub Program. An ongoing subsidy of up to \$400 monthly, not to exceed 50 percent of the lease cost, shall be paid directly to a Commission authorized leasing company for Vanpools.

A. To qualify the Vanpool must (i) be made up of at least 65% ridership living in western Riverside and/or San Bernardino Counties; (ii) commute more than 30 miles each day, (iii) commute 12 or more days each month, and (iv) travel to a workplace in western Riverside County.

B. Eligible Vanpools using electric powered vehicles (EV) may receive an additional subsidy of \$100 monthly.

Section 4: Other Incentives. Any western Riverside County resident participating in a Rideshare Arrangement may participate in any Commuter Assistance Program drawings, sweepstakes or other incentives, provided that the resident meets all qualifications and requirements of the incentive, as approved by the Executive Director and published on the Commission's website. Such incentives may be made available to Eastern Riverside County residents based on the availability of non-Measure A funding sources.

Section 5: Incentives. Incentives shall be paid in the various forms as detailed below. In no event shall cash be provided directly to a Participating Commuter.

A The Incentive for a Vanpool shall be paid, as a subsidy, directly to a Commission authorized Vanpool leasing company.

B. All other Incentives shall be paid in the form of gift certificates, purchased from private businesses by the Commission, or as discounts or special offers.

Section 6: Definitions. As used in this resolution, the following phrases shall have the following meanings:

- A. "Carpool" shall mean two or more persons commuting on a regular basis to and from work by means of a vehicle with a seating arrangement designed to seat less than seven adults, including the driver.
- B. "Commuter Incentive Program" refers collectively to Rideshare Incentive, including \$5/Day incentive and VanClub.
- C. "Incentive" means gift certificates or a cash payment to a Participating Employer or a Vanpool leasing company provided under this Resolution for the purpose of inducing eligible commuters to join Rideshare Arrangements or otherwise participate in the Commuter Incentive Program or other comparable project.
- D. "Participating Commuter" means a commuter currently participating in the Commuter Incentive Program.
- E. "Participating Employer" shall mean any employer, which has executed an agreement with the Commission for participation in the Commuter Incentive Program.
- F. "Rideshare Arrangement" shall mean the transportation of two or more working adults in a motor vehicle or by rail where that transportation is incidental to another purpose of the driver. The term includes ridesharing arrangements known as carpools, vanpools and buspools as well as utilizing public bus and commuter rail services. In addition, persons walking or bicycling or shall also be deemed to be participants in a Rideshare Arrangement. "Buspool" means sixteen or more persons commuting on a regular basis to and from work by means of a vehicle with a seating arrangement designed to carry more than fifteen adult passengers.
- H. "Sister Agency" shall mean another public transportation agency within Southern California.
- I. "Vanpool" is defined as five or more persons commuting on a regular basis to and from work by means of a vehicle with seating arrangements designed to carry seven to fifteen adults, including the driver.
- J. "Western Riverside County" shall have the same meaning as in the Measure A Expenditure Plan approved by the voters in November 2002.

Section 7: Executive Director Authority. The Executive Director of the Commission is hereby authorized:

- A. To take those steps necessary and proper to implement the Commuter Incentive Program including, but not limited to, providing promotional materials to Commuter Assistance Program participants.

B. To establish, in her discretion, additional rules and regulations for the Commuter Incentive Program.

C. To prescribe in writing qualification requirements and incentives for the Commuter Incentive Program which differ from those established in this Resolution, and to amend or suspend implementation of the requirements set forth in this Resolution for VanClub, as reasonably necessary to successfully implement the VanClub program.

Section 8: Resolution No. 03-025. Resolution No. 03-025 is hereby superseded and repealed.

Section 9: Effective Date. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this 14th day of July, 2021.

Jan C. Harnik, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley
Clerk of the Board