



MEETING AGENDA

Traffic Relief Strategy Committee

Time: 11:30 a.m.
Date: September 23, 2019
Location: BOARD ROOM
County of Riverside Administration Center
4080 Lemon St, First Floor, Riverside CA 92501

COMMITTEE MEMBERS

Larry Smith / Linda Molina, City of Calimesa	Victoria Baca / Carla Thornton, City of Moreno Valley
Wes Speake / Jim Steiner, City of Corona	Scott Vinton / To Be Appointed, City of Murrieta
Scott Matas / Russell Betts, City of Desert Hot Springs	Jan Harnik / Kathleen Kelly, City of Palm Desert
Linda Krupa / Russ Brown, City of Hemet	Michael Naggar / Maryann Edwards, City of Temecula
Brian Berkson / Chris Barajas, City of Jurupa Valley	V. Manuel Perez, County of Riverside, District IV

STAFF

Anne Mayer, Executive Director
Aaron Hake, External Affairs Director

AREAS OF RESPONSIBILITY

Countywide Transportation Improvement and Traffic Relief Plan and implementation ordinance

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
TRAFFIC RELIEF STRATEGY COMMITTEE**

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AGENDA*

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

11:30 a.m.

Monday, September 23, 2019

BOARD ROOM

**County of Riverside Administrative Center
4080 Lemon Street, First Floor
Riverside, California**

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 at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, www.rctc.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, 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 Commission 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** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Committee may, either at the direction of the Chair or by majority vote of the Committee, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. Also, the Committee may terminate public comments if such comments become repetitious. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Committee shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

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.

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. **COUNTYWIDE TRANSPORTATION IMPROVEMENT & TRAFFIC RELIEF PLAN: VISION, GOALS, AND OBJECTIVES**

Page 1

Overview

This item is for the Committee to:

- 1) Receive background information on the Traffic Relief Strategy Committee;
- 2) Discuss the vision, goals, and objectives of the Countywide Transportation Improvement & Traffic Relief Plan; and
- 3) Forward to the Commission for final action.

7. **ECONOMIC IMPACT STUDY**

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Overview

This item is for the Committee to:

- 1) Approve Agreement No. 20-19-012-00 to University of California, Riverside (UCR) School of Business, Center for Economic Forecasting & Development (UCR Center) to perform an economic impacts analysis related to the investment of an additional sales tax for transportation improvements in Riverside County in an amount not to exceed \$199,500;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

8. **PROPOSED COMMITTEE MEETING SCHEDULE**

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Overview

This item is for the Committee to approve its meeting schedule.

9. **ELECTION OF OFFICERS**

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Overview

This item is for the Committee to Conduct and election of officers – Chair and Vice Chair.

10. 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.

11. ADJOURNMENT

The next Traffic Relief Strategy Committee meeting is scheduled to be held at **11:30 a.m., Monday, October 28, 2019**, Board Chambers, First Floor, County Administrative Center, 4080 Lemon Street, Riverside.

AGENDA ITEM 6

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	September 23, 2019
TO:	Traffic Relief Strategy Committee
FROM:	Aaron Hake, External Affairs Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Countywide Transportation Improvement & Traffic Relief Plan: Vision, Goals, and Objectives

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Receive background information on the Traffic Relief Strategy Committee;
- 2) Discuss the vision, goals, and objectives of the Countywide Transportation Improvement & Traffic Relief Plan; and
- 3) Forward to the Commission for final adoption.

BACKGROUND INFORMATION:

The Commission approved the creation of the new Traffic Relief Strategy Committee during its September 11 meeting after disbanding the Future Funding Initiatives Ad Hoc Committee. The Committee will meet in public, be subject to the Brown Act, and approve an established schedule of meetings.

The primary responsibility of the Committee will be to develop the Countywide Transportation Improvement & Traffic Relief Plan (Plan) and an implementing ordinance, which the Commission may choose to place before Riverside County voters in November 2020. The Commission will make a final decision on whether or not to submit the Plan and Ordinance to voters in mid-2020. No matter the decision on whether to seek an election, the process of developing the Plan and Ordinance will provide value in evaluating public input and opinion, developing priorities, and considering projects and services for future needs.

Exploration since 2016, recent effort started in January

For more than three years the Commission has voted to explore the possibility of a ballot measure to provide improved transportation in Riverside County. Such exploration has included numerous stakeholder conversations, public opinion surveys, and successful passage of legislation to authorize the Commission to present a ballot measure to voters.

As part of a comprehensive effort to set priorities for next decade, the Commission initiated a focused evaluation of the feasibility of a 2020 ballot measure at its Annual Workshop on January 31. At that meeting, Commission staff provided an insight brief to outline various challenges facing the Commission and offered two strategies to increase overall revenue. The strategies included exploring a new sales tax measure and using innovative financing to deliver priority projects sooner by advancing surplus toll revenue. The insight brief is included as Attachment 1.

In order to consider these options in depth, the Commission recommended and the Chair created and appointed the Future Funding Initiatives Ad Hoc Committee. The Committee adopted a number of recommendations in June and forwarded the actions to the Commission.

On July 10, 2019, the Commission approved the Future Funding Initiatives Ad Hoc Committee’s recommendation to authorize staff to develop a Countywide Transportation Improvement & Traffic Relief Plan and Ordinance for potential presentation to Riverside County voters in November 2020. On September 11, 2019, the Commission approved the schedule and development process for the Plan and Ordinance, as shown below:

Milestone	Committee Review/Recommendation	Commission Review/Approval
Vision, Goals, and Objectives	September	October
Plan Structure and Funding Assumptions	October	November
Project and Program Priorities	November	December
Open Public Comment Period for Draft Plan and begin countywide public education and engagement	N/A	January
Conclude Public Comment Period for Draft Plan (after approx. 60 days)	N/A	March
Review Public Comments Received, Direct Amendments to Draft Plan, Review Draft Ordinance	March	April
Review of Final Public Opinion Research, Adopt Final Plan and Ordinance, Submit Adopted Plan and Ordinance to Board of Supervisors to Set Election	May	June

Next Steps

Over the course of the next eight to nine months, the Committee will provide input and direction on the development of a draft Plan and Ordinance including public engagement efforts. The monthly meetings will allow Commissioners and the public to be involved in the process prior to a decision on a potential ballot measure.

DISCUSSION

The first milestone for the Countywide Transportation Improvement & Traffic Relief Plan and Ordinance is to develop the vision, goals, and objectives. Understanding the Commission's vision, goals, and objectives for the plan will assist staff in recommending options for the structure and contents of the plan – including such details as geographic distribution of funds and specific programs and projects.

Based upon research conducted during the past two years, including public opinion polling, focus groups, and the #RebootMyCommute public engagement program, staff submits the following ideas for a vision, goals, and objectives as conversation-starters. Staff requests that the committee come to consensus on the vision, goals, and objectives and forward its recommendations for the full Commission to consider at its next meeting on October 9.

Vision

1. All Riverside County residents have a safe, reliable transportation system with options to get us where we want to go.
2. An efficient, world class transportation network attracts more industries with better paying jobs in Riverside County, reduces long commutes, improves health, provides social equity, strengthens our economy, and allows us to make a difference in our local communities.
3. We control our own destiny by making investments in our priorities without the heavy hand of Sacramento or Washington blocking our path, and with accountability provided by local citizens and the leaders they elect.
4. We respect and preserve the diverse communities, unique environments, and open spaces of Riverside County.

Goals and Objectives

1. Address safety concerns on Riverside County roadways for motorists, cyclists and pedestrians.
2. Reduce fatalities and collisions on Riverside County's transportation network.
3. Improve traffic flow to save us time.
4. Start construction of planned projects sooner.
5. Support more economic investment in Riverside County to attract high-paying jobs.
6. Increase our use of alternate modes of transportation in Riverside County, such as mass transit and ridesharing, while also keeping fares low for our seniors, veterans, youth and individuals with disabilities.
7. Provide for local control of sales tax revenue, ensuring that such revenue generated in the Coachella Valley, Palo Verde Valley, and western Riverside County is expended within those regions.
8. Advance projects that improve traffic flow along major transportation corridors and on parallel routes.
9. Keep roads in good condition by fixing potholes and making repairs quickly.

10. Reinforce infrastructure against natural disasters, such as floods and earthquakes to avoid road closures and traffic jams during emergencies.
11. Promote open spaces, wildlife, and culturally significant places in Riverside County through a sustainable transportation network.
12. Improve transportation services in rural and disadvantaged communities.
13. Establish safe and efficient routes to school for students.
14. Limit administrative staff salaries and benefits to 1% of collected sales tax revenue.
15. Develop a transportation network that harnesses existing and future technologies; anticipates future technologies to make travel safer and more efficient; and increases access to healthcare, employment, and economic development.

Attachments:

- 1) Staff Insight Brief
- 2) Measure A Ordinance and Expenditure Plan



RIVERSIDE COUNTY TRANSPORTATION COMMISSION

STAFF INSIGHT BRIEF

2019 RCTC WORKSHOP

RCTC Baseline and Priority-setting

It is time for RCTC to set priorities for the next ten years and establish a long-term vision for mobility in Riverside County.

This opportunity is brought about by:

- The success of delivering priority projects from the first ten years of the renewed Measure A,
- Progress of previously-deferred Measure A projects,
- Population and economic growth within Riverside County,
- Updated revenue forecasts for all sources of funding,
- 91 Express Lanes' success and the potential expansion of toll facilities,
- New found stability and clarity of state funding and policy, and
- Review requirements within Measure A.

While there are many positive indicators for the next ten years, the facts also demonstrate that expectations should be limited. Anticipated funding continues to fall short of capital project needs. Rail and transit operations funding levels are unsustainable for current levels of service, let alone expansion. Current Freeway Service Patrol levels will not be sustainable within a few years. Congestion is hampering mobility on nearly every highway and regional arterial in Riverside County.

RCTC must set priorities, establish a vision, and pursue new funding.

At the 2019 Commission Annual Workshop, staff seeks a vision and direction from the Commission to address the challenges and opportunities for improved mobility in Riverside County over the next decade and beyond.

Specifically, staff proposes assigning the Future Funding Initiatives ad hoc Committee to conduct a thorough review of funding options, project priorities, and potential updates to Measure A and make recommendations to the full Commission no later than July 2019. The ad hoc committee was established several years ago to examine new funding initiatives; the committee's membership is geographically diverse and includes the Commission's three officers. After dialogue at the Commission Annual Workshop and receiving direction from the full Commission, the ad hoc committee and staff can spend several months looking at data regarding finances, project details, and public opinion to determine a prudent action plan.

Committing to such a review process now and setting a mid-2019 deadline for recommendations is necessary:

- To meet the spirit and intent of the Measure A ordinance,
- To ensure feasibility of a local funding measure on the 2020 General Election ballot if the Commission wishes to keep that opportunity open, and

- To ensure that priority projects continue to move forward without delay.

Measure A 2019 Expenditure Plan Review

The authors of Measure A in 2002 wanted to ensure that as the County grew and changed over the 30-year life span of the measure, RCTC would be able to adjust the expenditure plan to meet current and future needs.

The Measure A ordinance, Ordinance 02-001 reads as follows:

SECTION XIV. EXPENDITURE PLAN AMENDMENTS. The Expenditure Plan for Measure "A" funds may only be amended, if required, in accordance with Public Utilities Code section 240302, as amended. This section currently provides the following process for amendment: (1) initiation of the amendment by the Commission reciting findings of necessity; (2) approval by the Board of Supervisors; and, (3) approval by a majority of the cities constituting a majority of the incorporated population, unless such process is amended in a manner consistent with State legislation.

Commencing in 2019 and at least every ten years thereafter, the Commission shall review and, where necessary propose revisions to the Expenditure Plan. Such revisions shall be submitted for approval according to the procedures set forth in this Section XIV. Until approved, the then existing Expenditure Plan shall remain in full force and effect.

Thus, it is time for RCTC to review the Measure A expenditure plan and, where necessary propose revisions. The expenditure plan, which is attached to this report along with Ordinance 02-001, outlines several categories of funding, the amounts and percentages at which those categories are to be funded, as well as differences in how funds are spent in the three geographic sub-regions of the County. Upon initial review by RCTC Management, major revisions to the expenditure plan do not appear warranted; however there may be nuanced details that bear clarification and further examination to ensure the Measure A program is fulfilling the needs of Riverside County today and in the decade ahead. Guidance from the Commission is necessary.

2019-2029 Western County Highway Delivery Plan

To establish priorities and a strategic implementation plan for the first ten years of the renewed Measure A, RCTC adopted a 10-Year Western County Highway Delivery Plan in 2006, nearly three years prior to the renewed measure taking effect. Adopting this 10-year plan was important because, different from the Coachella Valley where project priorities are determined by the Transportation Project Prioritization Study, the numerous projects identified in Measure A in Western County did not have such a criteria-based ranking.

RCTC has completed or has under construction the following projects in the 2009-2019 Western County Highway Delivery Plan, adopted by the Commission in 2006 and updated in 2010 following the Great Recession (see Attachment 2 for a map of these projects):

- 91 Corridor Improvement Project
- I-215 South: Murrieta Hot Springs Road to Scott Road
- I-215 Central: Scott Road to Nuevo Road
- I-215 Bi-County High Occupancy Vehicle (HOV) lane addition
- I-15 Express Lanes Project

During that time, RCTC also completed projects from the original 1989 Measure A program such as the 60/215 East Junction and 91 HOV project in Riverside.

The 2009-2019 Western County Highway Delivery Plan also set out to achieve environmental clearance of:

- SR-79 Realignment, and
- Mid County Parkway.

Both of these projects have received final environmental approval.

Finally, the 2009-2019 Western County Highway Delivery Plan established a broad goal of protecting right of way for long-range mega projects such as SR-79 Realignment and Mid County Parkway. While there is still more right of way to acquire for these projects, progress has been made.

In the meantime, the I-10 Truck Lane identified in Measure A was deferred and the SR-60 Truck Lane through the Badlands was accelerated and is now in the construction phase. Additionally, the first construction package for Mid County Parkway, the I-215/Placentia Avenue Interchange, is beginning procurement in 2019.

The I-15/French Valley Parkway Interchange led by the City of Temecula has remained a priority, though it has encountered delivery and funding challenges over the last decade. The project appears to be on track thanks in part to Senate Bill 1 (SB 1) infusing the State Transportation Improvement Program (STIP) with funding sufficient to move that project forward.

In 2016 at the Commission Annual Workshop, the Commission voted to prioritize the following projects deferred due to lack of funding during the Great Recession:

- I-15 Express Lanes Southern Extension between Cajalco Road and State Route 74;
- 71/91 Interchange;

- 15/91 Express Lanes Connector; and
- Continued progress and evaluation of CETAP and alternative corridors.

In 2017, the State Legislature and Governor approved a special appropriation in Senate Bill 132 (SB 132) of \$180 million to construct the 15/91 Express Lanes Connector, along with special legislation to accelerate the project through innovative contracting methods. The 15/91 Express Lanes Connector is on-track to complete construction by 2022, ahead of the June 30, 2023 statutory deadline to liquidate all \$180 million in state funding. However, staff anticipates an additional \$35-55 million will be needed to fully fund the design-build phase. RCTC staff intends to begin the design-build procurement phase in March 2019 with a contract award expected in spring 2020.

Immediately following defeat of Proposition 6 in November 2018, RCTC released a procurement for the project approval and environmental document phase of the I-15 Express Lanes Southern Extension.

With increased certainty regarding state funding levels, updated toll revenue forecasts for the 91 Express Lanes, and fresh revenue projections for Measure A, Local Transportation Fund (LTF), and federal formula programs, RCTC can more accurately assess what a realistic 2019-2029 Western County Highway Delivery Plan can look like.

RCTC issued significant debt backed by sales tax revenues to finance the first ten years of Measure A Western County Highway projects and habitat acquisitions to support transportation projects. These debt issuances result in substantially all Measure A revenues for western county highways being devoted to debt repayment, averaging \$66.3 million annually for the next decade. Additionally, about \$919 million of the \$975 million debt ceiling contained in Measure A is has been used. These facts mean that there is limited opportunity to fund new major highway projects in western Riverside County through 2029. Instead, such projects will need to rely on a mix of Measure A New Corridors funds, Measure A Economic Development Incentive funds, Transportation Uniform Mitigation Fee revenue, toll revenue, federal formula funds, and competitive state and federal grants.

Candidate projects for the 2019-2029 Western County Highway Delivery Plan could include, but are not limited to:

- I-15 Express Lanes Southern Extension: Cajalco Road to SR-74
- 71/91 Interchange
- 15/91 Express Lanes Connector
- 91 Corridor Operations Project
- I-215 Box Springs Road to Nuevo Road
- SR-71 Widening
- I-10 Truck Climbing Lane
- Mid County Parkway

- SR-79 Realignment
- Next Generation Express Lanes Projects, which is the subject of another workshop report

In the aggregate, these example projects cost billions of dollars beyond what is anticipated to be available to RCTC over the next 10 years, let alone additional projects not mentioned in Measure A for which support has been voiced by Commissioners and/or constituencies around the County.

Additional Projects, Services, and Operations

The following have been identified by Commissioners, stakeholders, or staff as worthy of funding, and do not have an identified funding source:

- Coachella Valley-San Geronio Pass Intercity Rail Service
- Ethanac corridor
- Cajalco Road corridor
- I-10 Bypass
- I-15 widening in Temecula
- Rail service to San Jacinto and Hemet
- Rail service to Temecula
- Increased frequency of existing Metrolink routes, including reverse commute service
- Other rail corridors
- Freeway Service Patrol in the Coachella Valley
- Interchange and bridge reconstructions throughout Riverside County
- New interchanges throughout Riverside County
- Grade separations throughout Riverside County

Funding Gap Analysis

The RCTC Strategic Assessment (2016) identified the total capital needs for highway and transit infrastructure to meet the demand of Riverside County's anticipated growth by 2039. The Strategic Assessment also identified revenues estimated to be available during the same timeframe from state, federal, and local sources to meet those needs. The analysis produced an estimated funding gap between reasonably expected revenues and needed capital funding of \$15.9 billion. In 2017, the State Legislature and Governor approved new transportation revenues which closed the estimated funding gap for Riverside County's transportation capital needs to approximately \$12.6 billion.

More recently, initial financial analysis being conducted as part of RCTC's Long Range Transportation Plan has identified a \$9.59 billion funding gap for highway projects through 2045. This gap is driven largely by the Mid County Parkway project between I-215 and SR-79 (\$1.69 billion) and SR-79 Realignment project (\$1.52 billion), as well as a future east-west

corridor between I-15 and I-215 (\$2.36 billion). These three projects aside, the highway funding gap through 2045 is still \$4.02 billion.

Assumptions about federal and state funding that were used to develop the Measure A expenditure plan and the 2009-2019 Western County Highway Delivery Plan have not come to fruition. While SB 1 is helpful, it came after several years of dramatic declines in state funding and is focused mainly on repair of existing facilities, rather than building new infrastructure for a growing economy such as Riverside County. Federal funding has remained flat and is held afloat only by budgetary one-time “patches” that mask the structural insolvency of the Highway Trust Fund. The American Recovery and Reinvestment Act of 2009, often called the “stimulus” bill, contained only a small percentage of funding for transportation infrastructure and was one-time funding. That bill did make significant investments in the I-10 interchanges in the Coachella Valley. Congress and the President have yet to make progress on a long-sought infrastructure bill.

Additionally, macroeconomic conditions including, but not limited to, cost escalation and recessions, have widened the gap between what was forecast as feasible in 2002 and what reality has borne out.

Strategies to Fill the Gap

New Sales Tax Measure

The preamble language to Ordinance 02-001, which was placed on the November 2002 General Election ballot as Measure A, begins:

“The transportation system in Riverside County is rapidly deteriorating and our population and economy are growing rapidly. Maintenance and repairs of existing roadways and improvements to relieve congestion cannot be accomplished with available funds. Without additional funds, the system will bog down and pavement will crumble into permanent disrepair. State highway funds are inadequate and competition for funds is increasing. Projects in areas where local sales tax funds are available have been and will continue to be viewed much more favorably in the selection process of the California Transportation Commission. Local governments must either generate revenues to expand our system and maintain our investments or watch the system collapse and endanger the health, welfare and safety of all Riverside County residents.”

In 2019 in Riverside County, past is prologue.

In 2015, RCTC began examining the possibility of seeking voter approval for an additional 0.5% sales tax to fill the funding gap in the Measure A program and to fund new priorities that have emerged since the renewal of Measure A in 2002. In exploring this funding option, RCTC has

acknowledged that the state and federal governments cannot be relied upon to wholly fulfill the needs and aspirations of Riverside County.

RCTC has modernized its public engagement efforts throughout Riverside County to receive the input necessary to craft a transportation improvement plan that would earn voter confidence. RCTC has also achieved the approval of the State Legislature and Governor to pursue an additional 0.5% sales tax for transportation.

Revenue Potential: Significant

Initial estimates by the UC Riverside School of Business Center for Economic Forecasting & Development demonstrate the potential for a new countywide sales tax measure for transportation to yield anywhere between \$3.1-\$5.9 billion, depending on how the measure is structured. This would close the capital funding gap identified in the Strategic Assessment between 25-46% (Note: this figure does not include the expected long-term shortfall for transit operations). No other potential future funding source was identified by the Strategic Assessment that would raise this level of revenue. Potential sources also analyzed included raising the federal gas tax, new development fees, and per-mile fees in addition to gas taxes. A new measure would help in a meaningful way but is not the complete solution.

Legal Authority: Yes

RCTC obtained legal authority to administer an additional sales tax when Assembly Bill 1189 (AB 1189) (Garcia) was signed into law by the Governor in 2017. RCTC sponsored this bill. The law allows RCTC to impose a total sales tax rate of up to 1% if approved by the electorate by a two-thirds affirmative vote. The new measure authorized by AB 1189 is exempt from the state's cap on local-option sales taxes, meaning that the tax could go into effect in all jurisdictions in Riverside County, including those where municipal sales taxes have recently been adopted.

Consistency with RCTC policy: Yes

The Commission has voted multiple times to pursue the option of a potential new sales tax measure to close the funding gap to meet Riverside County's infrastructure demands in the coming decades. These votes occurred at the Commission's Annual Workshops in 2016, 2017, and 2018.

Feasibility: Possible

With legal authority in-hand and Commission policy favorable toward moving in the direction of a new local funding measure, the primary remaining concern is voter sentiment. A two-thirds "yes" vote (66.67%) of the electorate is necessary to achieve passage. Public opinion research in 2017 demonstrated a maximum potential "yes" vote of 62% for likely voters in the 2020 General Election – 4.67% less than needed to pass in ideal conditions. In 2018, RCTC began a

multi-year comprehensive Public Engagement Program with one of its goals being to increase awareness and education of Riverside County residents regarding transportation issues and to develop a transportation improvement and funding plan that can achieve approval by 66.67% of voters in 2020. RCTC staff and consultants are moving forward with the engagement program and early results are encouraging, but too soon to measure. During 2019, the engagement program will significantly increase its intensity and will include new research to give Commissioners data to determine feasibility of a 2020 measure.

Risk: Medium

Given that success hinges on the political electoral environment heading into the 2020 General Election, the most significant risks are political. Legal and technical risks are low, as statutory authority to pursue this funding source is already secure and resources necessary to develop a funding plan to place on the ballot are approved and budgeted. Many political risks are beyond the control of RCTC and subject to national and state affairs. Local political dynamics – over which Commissioners and colleagues have significant influence – will also play a major role in success or failure of a new measure.

A risk inherent in pursuing any revenue source is macroeconomic conditions beyond RCTC's control. As seen during the Great Recession, sales tax receipts are vulnerable to dips in the overall economy.

Innovative Financing

The current financial success of RCTC's 91 Express Lanes and the hopeful success of the 15 Express Lanes opening in 2020 provide an opportunity for RCTC to use future anticipated toll revenues to accelerate improvements on the SR-91 and I-15 corridors. With strong credit ratings from the rating agencies, RCTC can use similar innovative financing approaches as those RCTC used to finance the 91 Project and the I-15 Express Lanes Project within the boundaries of state law. Given the systemic relationship between I-15 and SR-91 east of I-15, in that they serve primarily the same commute and goods movement patterns, RCTC may wish to consider obtaining legal authority for greater flexibility to allow 91 Express Lanes revenues to be invested throughout the 91 and 15 corridor system.

Revenue Potential: Significant

Updated traffic and revenue analysis by Stantec Consulting presented at the Commission's December 2018 meeting demonstrates toll revenue from RCTC's 91 Express Lanes will likely continue to exceed original estimates made in 2012. Stantec forecasts for the "base case" show an aggregate 10% increase in toll revenue through FY 2066, which is approximately \$926 million more than anticipated when the 91 Project was financed. If RCTC constructs the 91 Corridor Operations Project (91 COP) by 2022, which is a new westbound lane between Green River Road and SR-241, toll revenue will be reduced by approximately \$166 million between FY

2022 and FY 2035 – accounting for a 2% reduction in revenue over the life of RCTC’s ownership of the express lanes. Despite this expected drop in toll revenue, there remains a significant amount of revenue expected to be available to fund future capital projects on the SR-91 corridor.

15 Express Lanes revenue is not expected to be as high as 91 Express Lanes revenue and performance versus projections cannot be measured until the facility is open for an extended period of time. Nonetheless, RCTC can begin exploring financing structures that would leverage any future available toll revenue to partially fund priority projects on I-15, including the 15 Express Lanes Southern Extension between Cajalco Road and SR-74.

Legal Authority: Yes, with limitations

For the 91 Express Lanes, Senate Bill 1316 (SB 1316) (Correa) requires that toll revenue beyond what is needed to pay debt obligations and operations and maintenance of the express lanes be invested in capital or operations improvements to enhance mobility in the SR-91 corridor between the county line and I-15. Financing such future toll revenues to accelerate improvements to SR-91 between the county line and I-15 is a legally permissible action. Should RCTC wish to use toll revenues to make improvements to SR-91 east of I-15 or on I-15 itself (or on another route), changes to state statute would need to be approved by the Legislature and Governor.

For the 15 Express Lanes, Assembly Bill 1954 (AB 1954) (Jeffries) provides similar legal parameters for investment of toll revenues. The physical limits of improvements that could be funded with toll revenues are the I-15 corridor between the San Bernardino and San Diego County lines.

Consistency with RCTC policy: Yes

At its June 2012 meeting, the Commission adopted the following toll policy goals:

1. Provide a safe, reliable, and predictable commute for 91 Express Lanes customers;
2. Optimize vehicle throughput at free flow speeds;
3. Pay debt service and maintain debt service coverage;
4. Increase average vehicle occupancy;
5. Balance capacity and demand to serve customers who pay tolls as well as carpoolers with three or more persons who are offered discounted tolls;
6. Generate sufficient revenue to sustain the financial viability of the Commission’s 91 Express Lanes;
7. Ensure all covenants in the financing documents are met; and
8. Provide net revenues for Riverside Freeway/SR-91 corridor improvements.

Feasibility: Possible

RCTC has financial advisory services under contract and will likely secure the interest of underwriters for a potential financing without much difficulty. Rating agencies have demonstrated confidence in the local economy with:

- Stable outlooks on RCTC's sales tax revenue bonds, and
- A recent upgrade by S&P Global Ratings with a positive outlook and a stable outlook by Fitch Ratings with an expectation of a positive revision based on current performance on RCTC's 91 Express Lanes toll revenue financings.

Stantec's recent traffic and revenue study results only bolster RCTC's case for additional financing. While financial market conditions are always outside of RCTC's control, with a reasonably healthy economy forecast for the near future, a successful financing using the boundaries of current law appears likely.

Risk: Low

Exploration of innovative financing itself carries low risk. For reasons previously mentioned, such an exploration is likely to be well received by capital markets and Riverside County citizens eager for congestion relief as soon as possible. Risks increase an unknown amount should RCTC choose to explore a "system financing" where 91 Express Lanes revenue could be applied to the I-15 corridor, and vice versa. Risks of pursuing such a financing would be political in nature, as RCTC would need permission from the Legislature and the Governor. The degree of risk of such a legislative pursuit is unknown at this time because the exact scope and objective has not been fully defined by the financial and technical analysis which would need to take place first.

As with sales tax revenues, toll revenues are partially dependent on overall economic conditions. Recessions can cause actual revenues to dip below assumptions integral to financing. Issuing additional debt would inherently increase risks RCTC to meet its obligations.

Recommendation

Staff recommends the Commission assign the Future Funding Initiatives ad hoc Committee to thoroughly vet and make specific recommendations to the Commission no later than July 2019 on the following:

- Measure A Expenditure Plan Review and Update,
- 2019-2029 Western County Highway Delivery Plan,
- A new local funding measure on the 2020 general election ballot, and
- Innovative financing of express lanes revenues.

Further, staff recommends the Commission make a policy vote to commit sufficient 91 Express Lanes surplus revenues to fully fund construction of the 15/91 Express Lanes Connector, as this

project is about to begin design-build procurement and is a stated priority of RCTC and the State of California. The exact amount of surplus toll revenues and mix of fund sources will be dependent on the outcome of federal INFRA grant awards sought by RCTC for this and other projects on the 91 corridor.

ORDINANCE NO. 02-001

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
TRANSPORTATION EXPENDITURE PLAN
AND RETAIL TRANSACTION AND USE TAX ORDINANCE**

PREAMBLE

The transportation system in Riverside County is rapidly deteriorating and our population and economy are growing rapidly. Maintenance and repairs of existing roadways and improvements to relieve congestion cannot be accomplished with available funds. Without additional funds, the system will bog down and pavement will crumble into permanent disrepair. State highway funds are inadequate and competition for funds is increasing. Projects in areas where local sales tax funds are available have been and will continue to be viewed much more favorably in the selection process of the California Transportation Commission. Local governments must either generate revenues to expand our system and maintain our investments or watch the system collapse and endanger the health, welfare and safety of all Riverside County residents.

Continuation of our one-half percent sales tax for transportation to supplement traditional revenues and revenues to be generated through locally-adopted developer fees and assessment districts for transportation improvements is the only way local governments can be sure the transportation system will serve the current and future travel needs of Riverside County. Collection of the one-half percent sales tax will commence upon the expiration of the existing tax.

The Riverside County Transportation Commission will continue to seek maximum funding for transportation improvements through State and federal programs. The Commission will not provide sales tax revenues to any city or to the County unless revenues currently used by that agency for transportation are continued to be used for transportation purposes.

The Riverside County Transportation Commission ordains as follows:

SECTION 1. SUMMARY. This Ordinance provides for the imposition of a retail transaction and use tax of one-half percent for a period of thirty (30) years, the authority to issue bonds secured by such taxes, and the administration of the tax proceeds and a county transportation expenditure plan.

SECTION II. DEFINITIONS. The following definitions shall apply in this ordinance:

- A. Expenditure Plan. "The Expenditure Plan" means the Riverside County Transportation Commission Expenditure Plan (attached as Exhibit B) and adopted as part of this Ordinance including any future amendments thereto.
- B. "County" means the County of Riverside.

- C. "Commission" means the Riverside County Transportation Commission s set forth in Sections 130053, 130053.5 and 130053.7 of the Public Utilities Code.
- D. "TUMF" means Transportation Uniform Mitigation Fee. This fee is charged on new development by local governments to assist with the building and improvement of regional arterials.
- E. "MSHCP" means the Multiple Species Habitat Conservation Plan currently under development by the County of Riverside.
- F. "Existing Tax" means the ½ % retail transactions and use tax adopted pursuant to Ordinance No. 88-01.

SECTION III. AUTHORITY. This Ordinance is enacted, in part, pursuant to the provisions of Division 25 (commencing with Section 240000) of the Public Utilities Code, and Section 7252.22 of the Revenue and Taxation Code.

SECTION IV. IMPOSITION OF RETAIL TRANSACTIONS AND USE TAX. Subject to voter approval of the same, the Commission shall impose, in the incorporated and unincorporated territory of the County of Riverside, a retail transactions and use tax (referred to as the Measure "A" fund tax) at a zero percent (0%) rate until the expiration of the Existing Tax. Thereafter, a tax shall be collected for a thirty (30) year period at the rate of one-half of one percent (0.5%). This tax shall be in addition to any other taxes authorized by law, including any existing or future state or local sales tax or transactions and use tax.

SECTION V. PURPOSES. Measure "A" funds may only be used for transportation purposes including the administration of Division 25, including legal actions related thereto, the construction, capital, acquisition, maintenance, and operation of streets, roads, highways, including state highways and public transit systems and for related purposes. These purposes include expenditures for the planning, environmental reviews, engineering and design costs, and related right-of-way acquisition.

SECTION VI. BONDING AUTHORITY. Upon voter approval of Measure "A" , the Commission shall have the power to sell or issue, from time to time, on or before the collection of taxes, bonds, or other evidence of indebtedness, including, but not limited to, capital appreciation bonds, in the aggregate principal amount at any one time outstanding of not to exceed \$500 million, and to secure such indebtedness solely by way of future collection of taxes, for capital outlay expenditure for the purposes set forth in Section V hereof, including to carry out the transportation projects described in the Expenditure Plan.

SECTION VII. MAINTENANCE OF EFFORT. The Commission, by the enactment of this Ordinance, intends the additional funds provided government agencies by this Chapter to supplement existing local revenues and required developer improvements being used for transportation purposes. The government agencies shall maintain their existing commitment of local funds for street, highway and public transit purposes pursuant to this Ordinance, and the Commission shall enforce this Section by appropriate actions including fiscal audits of the local agencies.

The local cities and the County shall annually submit to the Commission a list of the proposed uses for these funds and a certification that the maintenance of effort requirement is being met. If in any fiscal year the maintenance of effort requirement is not met, the agency shall not be eligible for any Measure "A" funds in the following fiscal year. Such funds shall be distributed to the remaining local governments using the formula for the area.

SECTION VIII. RETURN TO SOURCE. Funds for transportation purposes shall be allocated to the Western County, Coachella Valley, and Palo Verde Valley areas proportionate to the Measure "A" funds generated within these areas.

SECTION IX. ADMINISTRATION OF PLANS. The Commission shall impose and collect Measure "A" funds, shall allocate revenues derived, and shall administer the Expenditure Plan consistent with the authority cited herein.

SECTION X. ADMINISTRATIVE COSTS. The Commission shall expend only that amount of the funds generated from Measure "A" for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities pursuant to Division 25, and in no case shall the funds expended for salaries and benefits exceed one percent (1%) of the annual net amount of revenue raised by Measure "A".

SECTION XI. ANNUAL APPROPRIATIONS LIMIT. The annual appropriations limit has been established pursuant to Ordinance 88-01 pursuant to Article XIII B of the California Constitution and Section 240308(b) of the Public Utilities Code. The appropriations limit has and shall be subject to adjustment as provided by law.

SECTION XII. EFFECTIVE AND OPERATIVE DATES. Subject to voter approval, this Ordinance shall take effect at the close of the polls on November 5, 2002.

SECTION XIII. ELECTION. The Commission requests the Board of Supervisors to call an election for voter approval of Measure "A" (Exhibit A), which election shall be held on November 5, 2002. The election shall be called and conducted in the same manner as provided by law for the conduct of elections by a county. Pursuant to Section 240308 of the Public Utilities Code, the sample ballot to be mailed to the voters shall be the full proposition as set forth in the Ordinance, and the voter information handbook shall include the entire Expenditure Plan. Approval of the attached proposition, and the imposition of the Measure "A" retail sales and use tax described herein, shall require the affirmative vote of 2/3rds of the electors voting on the attached proposition at the election described in this section.

SECTION XIV. EXPENDITURE PLAN AMENDMENTS. The Expenditure Plan for Measure "A" funds may only be amended, if required, in accordance with Public Utilities Code section 240302, as amended. This section currently provides the following process for amendment: (1) initiation of the amendment by the Commission reciting findings of necessity; (2) approval by the Board of Supervisors; and, (3) approval by a majority of the cities constituting a majority of the incorporated population, unless such process is amended in a manner consistent with State legislation.

Commencing in 2019 and at least every ten years thereafter, the Commission shall review and, where necessary propose revisions to the Expenditure Plan. Such revisions shall be submitted for approval according to the procedures set forth in this Section XIV. Until approved, the then existing Expenditure Plan shall remain in full force and effect.

SECTION XV. SEVERABILITY. If any tax or provision of this ordinance is for any reason held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining Measure "A" funds or provisions, and the Commission declares that it would have passed each part of this ordinance irrespective of the validity of any other part.

SECTION XVI. THE EXISTING TAX. Nothing in the ordinance is intended to modify, repeal, alter or increase the Existing Tax. The provisions of this ordinance shall apply solely to the retail transactions and use tax adopted herein, and not to the collection or administration of the Existing Tax.

APPROVED AND ADOPTED by the Riverside County Transportation Commission at its meeting on Wednesday, May 8, 2002.

By:

John F. Tavaglione, Chairman
Riverside County Transportation Commission

ATTESTED:

By:

Naty Kopenhaver, Clerk of the Board
Riverside County Transportation Commission

Riverside County Transportation Improvement Plan

GOALS AND OBJECTIVES

MAINTAIN AND IMPROVE THE QUALITY OF LIFE IN RIVERSIDE COUNTY BY SUPPLEMENTING EXISTING FUNDS FOR TRANSPORTATION

Reduce current congestion and provide adequate transportation facilities to accommodate reasonable growth in the future.

Provide funding for the adequate maintenance and improvement of local streets and roads in the cities and unincorporated areas.

Enhance Riverside County's ability to secure state and federal funding for transportation by offering local matching funds.

PROVIDE FOR ACCOUNTABILITY IN THE EXPENDITURE OF TAX PAYER FUNDS

Provides for mandatory dedication of sales tax funds only for the transportation improvements and programs identified in the Expenditure Plan and no other purpose.

Provides for a mandatory, annual financial audit of program expenditures to insure that all funds are spent in accordance with this voter adopted Plan and associated legal ordinance.

Provides for a Maintenance of Effort requirement in funds made available to city and county governments for local street and road programs to insure the new money for this purpose is adding to current funding levels.

Provides for the strict limitation of administrative staff costs in implementing this Plan, by limiting, in law, funds expended for salaries and benefits to no more than one (1) percent of the annual net amount of revenues raised by Measure "A".

Provides for the Plan to be updated every 10 years for the period it is in effect to insure that the changing needs and priorities of the county are met.

Provides for the mandatory termination of the tax in 2039, requiring additional voter approval for extension at a County General Election according to state law.

PROVIDE FOR EQUITY IN THE DISTRIBUTION OF MEASURE "A" REVENUES

Return funds to the Western County, Coachella Valley and Palo Verde Valley proportionate to the funds generated in those areas.

Adopt a Transportation Improvement Plan, which address the unique needs of each of the areas of the county.

Provide a reasonable balance between competing highway, commuter rail, transit, and local streets and roads needs.

PROVIDE FOR LOCAL CONTROL OF THE TRANSPORTATION IMPROVEMENT PROGRAM

Provide for cost effective, local administration of the program through the existing Riverside County Transportation Commission. No new agency would be required to administer these funds.

Delegates appropriate administrative responsibility to the cities and the county and other local agencies for local programs.

This TRANSPORTATION IMPROVEMENT PLAN, which shall act as the County's Expenditure Plan, was prepared by the Riverside County Transportation Commission for the purpose of extending the current ½ cent local transaction and use tax for transportation to be collected for an additional 30 years, if approved by the voters on November 5, 2002 – Measure "A". This is proposed by the Commission as a means to fill the funding shortfall to: implement necessary highway, commuter rail, and transit projects; secure new transportation corridors through environmental clearance and right of way purchases; provide adequate maintenance and improvements on the local street and road system; promote economic growth throughout the county; and provide specialized programs to meet the needs of commuters and the specialized needs of the growing senior and disabled population.

TAXPAYER ACCOUNTABILITY SAFEGUARDS

LEGAL DEDICATION OF FUNDS

Measure "A" funds may only be used for transportation purposes and described in the local ordinance governing this program, including the construction, environmental mitigation of transportation projects, capital activities, acquisition, maintenance, and operation of streets, roads, highways, including state highways and public transit systems and for related purposes. These purposes include but are not limited to expenditures for the planning, environmental reviews, engineering and design costs, related right-of-way acquisition, and construction, engineering and administration.

MANDATORY ANNUAL FISCAL AUDIT

No less than annually, the RCTC shall conduct an independent fiscal audit of the expenditure of all sales tax funds raised by this measure. The audit, which shall be made available to the public, shall report on evidence that the expenditure of funds is in accordance with the Riverside County Transportation Improvement Plan as adopted by the voters in approving the sales tax measure on November 5, 2002. In addition, the audit shall determine that Maintenance of Effort requirements, other requirements regarding local government participation in Transportation Uniform Mitigation Fee Programs, as well as requirements described in Section 5 of the Plan entitled "Local Streets and Roads" have been complied with. The audit shall also insure that no more than 1 (one) percent of total sales tax expenditures are used for administrative staff salaries and benefits in implementing this Plan.

MANDATORY PLAN UPDATE AND TERMINATION OF SALES TAX

This Plan shall be updated by RCTC every 10 years that the sales tax is in effect to reflect current and changing priorities and needs in the County, as defined by the duly elected local government representatives on the RCTC Board. Any changes to this Plan must be adopted in accordance with current law in effect at the time of the update and must be based on findings of necessity for change by the Commission. The sales tax authorized to be collected by the voters shall be terminated on March 31, 2039, unless reauthorized by the voters to extend the sales tax prior to the termination date as required under state law in effect at the time of the vote for extension.

SPECIFIC TRANSPORTATION PROJECTS TO BE FUNDED

WESTERN RIVERSIDE COUNTY

The Expenditure Plan Map illustrates the Western and Coachella Valley areas. The Western County area includes the cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Moreno Valley, Riverside, Murrieta, Norco, Perris, San Jacinto, and Temecula. It also includes the unincorporated communities of Jurupa, Mira Loma, Menifee, Wildomar, and Sun City and other more sparsely populated areas, and the reservations of the Pechanga Band of Mission Indians, the Soboba Band of Mission Indians, the Cahuilla Band of Mission Indians, the Ramona Band of Cahuilla Indians, and the Morongo Band of Indians.

1. STATE HIGHWAYS

Many more state highway improvement projects are needed to deal with congestion and safety problems than existing state and federal revenues can fund. Projected formula funds from these sources over the 30 years is estimated to be \$640 million and will fund less than ½ of the improvements needed and identified in the Expenditure Plan, which are estimated to cost \$1.66 billion in current dollars. Measure "A" funds will supplement those funding sources by an estimated \$1.02 billion and will cover the remaining costs estimated to accomplish these improvements.

The Highway projects to be implemented with funding returned to the Western County Area by extending the Measure "A" Program are as follows:

ROUTE	LIMITS	PROJECT	EST. COST
91, 60, I-15, & I-215		Reducing congestion on these routes will require that new transportation corridors are constructed	See Section 2
Rte 91	Pierce Street to Orange County Line	Add 1 lane each direction	\$ 161
91/I-15	Interchange	Add new Connector from I-15 North to 91 West	\$ 243
91/71	Interchange	Improve Interchange	\$ 26
Rte 71	Rte 91 to San Bernardino County Line	Widen to 3 lanes each direction	\$ 68
I-215	60/91/215 to San Bernardino County Line	Add 2 lanes each direction	\$ 231
I-215	Eucalyptus Ave to I-15	Add 1 lane each direction	\$ 210
I-15	Rte 60 to San Diego County Line	Add 1 lane each direction	\$ 359
I-10	San Bernardino County Line to Banning	Add eastbound truck climbing lane	\$ 75
I-10/60	Interchange	Construct new interchange	\$ 129
Rte 60	Badlands area, east of Moreno Valley	Add truck climbing lane	\$ 26
Rte 79	Ramona Expressway to Domenigoni Parkway	Realign highway	\$ 132
SUBTOTAL	Measure "A" Funding		\$1.02 Billion
	State & Federal Formula Funds		\$0.64 Billion
TOTAL			\$1.66 Billion

The Commission may add additional State Highway projects, should additional Measure "A" revenue become available.

An estimated 5% of the total cost for these highway projects (\$83 million) will be used for environmental purposes to mitigate the cumulative and indirect impacts associated with construction of these projects.

2. DEVELOPMENT OF NEW TRANSPORTATION CORRIDORS

State Routes 91 and 60 and Interstate Routes 15 and 215 cannot cost effectively be widened enough to provide for the traffic expected as Riverside County continues to grow. In addition to the specific highway improvements listed in Section 1 above, congestion relief for these highways will require that new north-south and east-west transportation corridors will have to be developed to provide mobility within Riverside County and between Riverside County and its neighboring Orange and San Bernardino Counties.

Four new Transportation Corridors have been identified as necessary through the Community Environmental Transportation Approval Process (CETAP) currently underway. An estimated \$370 million in Measure "A" matching funds to leverage local, state and federal funding will be made available for environmental clearance, right of way, and construction of these new corridors. An estimated \$70 million of these funds will be used to mitigate the cumulative and indirect impacts associated with construction of these projects.

3. PUBLIC TRANSIT

The Transportation Improvement Plan will provide an estimated \$390 million to expand commuter rail, implement intercity bus services and to continue and expand programs to assist the elderly, disabled and commuters.

A. Discount Fares and Transit Services for Seniors and Disabled Persons

Seniors and disabled persons are becoming an increasing percentage of the population each year. They are currently charged a fare on fixed route transit services that is one-half the normal fare for service within the Western County area. In addition a number of specialized transportation programs have been implemented which meet specialized needs for transportation to medical services, social service agencies and programs, shopping and other purposes that cannot be met by conventional transit. A minimum of \$85 million in Measure "A" funds will be used to guarantee these services.

B. Commuter Rail and Intercity Bus Service

Metrolink has provided a viable alternative to the automobile for thousands of daily commuters to Orange and Los Angeles counties and reduces the demand on our freeways. The current service level needs to double in the future and expansion of the system to Moreno Valley and Perris is needed to relieve congestion on I-215. In addition, an intercity express bus service that feeds the Metrolink service and provides a reasonable alternative to the automobile for daily commuters who travel within the region is needed. Measure "A" funds will be made available for operations of these services and to match federal funds for capital.

C. Commuter Services, Ridesharing, Vanpools, Buspools, Park-N-Ride

Commuter traffic created by Riverside County residents traveling to jobs in neighboring Orange, Los Angeles, and San Bernardino counties adds significantly to the peak hour congestion on the freeway and highway system. A number of programs have been implemented to assist commuters to share rides, reduce congestion, and take advantage of travel in the "carpool" lanes. These programs include; rideshare matching services; incentive programs; vanpool "seed money"; buspool subsidies; and park-n-ride lot leasing. These programs will become even more necessary in the future as traffic increases. A minimum of \$50 million in Measure "A" funds will be used for this purpose.

4. REGIONAL ARTERIAL SYSTEM

The freeway and state highway system can no longer be expected to handle the traffic demands for travel between and through the cities of the Western County area, with the development projected for the future. A system of regional arterials (major local roadways) with limited access, freeway interchanges, grade separations, and coordinated traffic signals are needed to supplement the highway backbone system. The Western Riverside Council of Governments (WRCOG), in conjunction with the cities and the County, has developed this system of roadways to meet this need. This roadway system will be periodically updated by the Commission, or the Western Riverside Council of Governments, to reflect actual development trends.

Funding to widen existing roads and construct new roads on this system will be funded by an estimated \$300 million in revenues generated by Measure "A" and by matching revenues to be generated by the cities and County implementing a Transportation Uniform Mitigation Fee (TUMF) administered by the Commission or the Western Riverside Council of Governments (WRCOG).

Examples of the roadways on the regional arterial system that may be eligible to receive Measure "A" and TUMF funding for widening and other improvements to increase capacity and traffic flow are:

- Van Buren Boulevard from I-215 to State Route 60
- Alessandro Boulevard from I-215 westerly to Central Avenue
- Central Avenue from Alessandro Blvd to Van Buren Boulevard
- Arlington Avenue from Central Avenue to Van Buren Boulevard
- Green River Road from Dominguez Ranch Rd to State Route 91
- Foothill Parkway from Lincoln Ave to Green River Road
- Scott Road from State Route 79 to I-215
- Clinton Keith Road from State Route 79 to I-215
- Date Street from State Route 79 to I-15
- State Route 79/I-10 Interchange Improvements and possible bypass to I-10
- Ramsey Street from Banning City Limits to Field Road
- Ramona Expressway from San Jacinto to I-215
- Cajalco Road from I-215 to I-15
- Perris Boulevard from State Route 74 to San Bernardino Co. Line
- Pyrite Street from San Bernardino County Line to State Route 60
- Schleisman Road from San Bernardino County Line to I-15 and Arlington Avenue
- Domenigoni Parkway from State Street to I-215
- Railroad Canyon/Newport Road from I-215 to I-15

The final scope and project limits of all improvements proposed for the regional arterial system will be determined through noticed public hearings, environmental clearance process, and agreement with affected agencies.

5. LOCAL STREETS AND ROADS

The local street and road system is critical to the every day movement of people within the cities and the county. This system is reaching "middle age", with potholes and is in need of continued maintenance and rehabilitation. New local roads adjacent to new residential and business developments will continue to be constructed and paid for by the developers.

Current resources, without the extension of the existing sales tax revenues for transportation, cannot provide adequate funding to maintain the local street and road system at the level necessary to adequately serve the public.

The Transportation Improvement Plan will provide an estimated \$970 million specifically for this purpose. The funds made available in the Western County area will be distributed to the cities and the county by a formula based 75% on proportionate population and 25% on revenues generated by Measure "A". In order to be eligible for these funds, each agency will be required to: 1) File a Five-Year Capital Improvement Program, updated annually, with the Commission; 2) Participate in a Transportation Uniform Mitigation Fee (TUMF) Program to be developed and administered by the Commission or the Western Riverside Council of Governments (WRCOG); and, 3) Participate in the Multi- Species Habitat Conservation Plan (MSHCP) currently under development by the County of Riverside by endorsing the Permit Application and signing the Implementation Agreement.

The TUMF Program shall be adopted according to all applicable laws and shall provide that the first \$400 million of TUMF revenues will be made available to the Commission to fund equally the: 1) Regional Arterial System, as described above; and, 2) Development of New Corridors ("CETAP") described above.

6. ECONOMIC DEVELOPMENT INCENTIVES PROGRAM

The need to attract new commercial and industrial development and jobs to Riverside County to reduce the need for long commutes to Orange and Los Angeles counties is important to the economic vitality and quality of life of Western Riverside County. A greater jobs – housing balance is needed immediately.

The Transportation Improvement Plan will provide an estimated \$40 million for this purpose. These funds will be used to create an Infrastructure Improvement Bank to improve existing interchanges, construct new interchanges, provide public transit linkages or stations, and make other improvements to the transportation system. Given the limited amount of funds available, the RCTC shall develop a program of competitive incentives to attract commercial and industrial development and jobs to locate within the Western Riverside County area.

In particular, the highest priority for these funds shall be for use in attracting key industrial development. For example, Western Riverside County through the provision of a needed interchange or transit service as a part of an overall package of incentives, could attract industrial development, which may have otherwise located elsewhere in California, in the United States or internationally.

7. BOND FINANCING

Construction of the highway and rail projects and implementation of the local streets and roads and other programs identified in the Transportation Improvement Plan are needed as soon as possible. In order to accomplish this, some level of borrowing will be required. The Commission will determine the extent of borrowing that is reasonable as the program is implemented. Up to \$270 million, 8% of the revenues expected to be generated, will be made available for this purpose.

COACHELLA VALLEY AREA

The Coachella Valley area is located in the central part of Riverside County and includes the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage. It also includes the unincorporated areas, and the reservations of the Agua Caliente Band of Cahuilla Indians, the Cabazon Band of Mission Indians, and the Torres Martinez Desert Cahuilla Indians. The Transportation Improvement Plan is designed to give flexibility to adjust to changing circumstances and to:

- Improve Traffic Flow and Reduce Congestion on Highway 111
- Add/Improve Interchanges on Highway 86 and I-10
- Provide funding for Local Streets and Roads Improvements
- Improve Safety and Visibility at Major Intersections and Arterial Roads
- Reduce Congestion by Improving Major Roadways Identified as Important by Local Governments in the Coachella Valley
- Provide Express East-West Transit Routes in the Coachella Valley
- Improve and Expand Public and Specialty Transit Service

1. STATE HIGHWAYS AND MAJOR REGIONAL ROAD PROJECT

Fifty percent (50%) of the Measure “A” revenues will be used for State highways and regional road improvements. The Transportation Project Prioritization Study (TPPS), developed through the Coachella Valley Association of Governments (CVAG), will function as the Plan for future needs. Preventive maintenance of these Measure “A” funded arterials will be allowed, if a majority of the Coachella Valley local governments give approval.

The system improvements will be accomplished with a mix of Measure “A” funds, state and federal highway funds, and the existing Transportation Uniform Mitigation Fee (TUMF) on new development.

This segment of the Measure “A” Expenditure Plan will be implemented through the Coachella Valley Association of Governments.

2. LOCAL STREETS AND ROADS

Thirty-five percent (35%) of the Measure “A” revenues will be returned to the cities and the county in the Coachella Valley and shall be used to assist with the funding local street and road improvements. These funds will supplement existing federal, state, and local funds. Local street improvements adjacent to new residential and business developments will continue to be paid for by the developers.

Cities and the county in the Coachella Valley must participate in the Transportation Uniform Mitigation Fee (TUMF) program to assist in the financing of the priority regional arterial system in order to receive these funds. If a city or the county chooses not to levy the TUMF, the funds they would otherwise receive for local streets and roads will be added to the Measure “A” funds for the Regional Arterial Program.

Allocations of funds to the cities and the county will be based on a formula weighted 50% on proportionate dwelling units and 50% on Measure “A” revenues generated within each jurisdiction. A Five-Year Capital Improvement Program for the use of these funds will be prepared and annually updated with public participation by each city and the county.

3. PUBLIC TRANSIT

Fifteen percent (15%) of the Measure “A” revenues will be used to improve and expand public transit and specialized transportation services.

A. Discount Fares and Expanded Transportation Services for Seniors and Persons with Disabilities

For Seniors (age 60 and older) and persons with disabilities, access to healthcare, social services, shopping, and recreation is a key to quality of life. Sunline Transit Agency offers a full array of public transit and specialized transportation services at reduced prices to individuals in these special groups. Measure “A” funds will guarantee discounts continue for the next 30 years. Funds will also be used to expand services to meet future needs of the growing population of the valley.

B. Specialized Transportation Services

In addition to providing SunBus public transit service, SunDial paratransit service, and SunLink express commuter service to Riverside, the Sunline Transit Agency offers specialized transportation services to Coachella Valley residents and visitors. These services include the Vets Express that provides free transportation to the Veterans Hospital in Loma Linda; SunTrip, that enables those beyond Sunline’s fixed route service area to receive reimbursement they can pay to volunteer drivers; and SunRide that coordinates the transportation services offered by many non-profit social service organizations. All of Sunline’s vehicles operate on clean, alternative fuels thereby preserving the environment and creating a healthier community while increasing access. Measure “A” funds will assist these and other types of specialized transportation services which may be implemented.

C. Bus Replacement and More Frequent Service

Public bus transportation offers communities many benefits – reduced traffic congestion, reduced wear and tear on roads, reduced parking demand, and lower emissions. By providing access to schools, jobs and shopping, it is also a vital force in economic development. This is especially true in the Coachella Valley where nearly 75% of the 4 million annual SunBus riders take a bus to work and/or school. Public

transit buses have a 12-year life. Passage of Measure “A” will enable Sunline’s fleet to be replaced as needed. Funds will also be used to increase frequency of service, which is the single most important factor in use of public transportation.

PALO VERDE VALLEY AREA

The Palo Verde Valley area is located in the far eastern part of Riverside County. It is geographically separated from the Western and Coachella Valley areas. The population within the area is relatively small, and significant growth over the next 30 years is not anticipated.

The Palo Verde Valley is served by Interstate 10 which provides adequate connections to the more westerly portions of Riverside County and easterly to Arizona. Increasing transit needs can be adequately met using existing revenue sources available for that purpose. The greatest need for the Palo Verde Valley is additional funding to adequately maintain and rehabilitate local streets and roads.

All of the funding generated by Measure “A” returned to the Palo Verde Valley is to be used for local streets and roads. Funds shall be distributed to the City of Blythe and the County of Riverside by formula. The formula distribution is based 75% on proportionate population and 25% on sales tax revenues generated in each area.

MEASURE “A” REVENUE ALLOCATIONS
(\$ millions)

Western County Area	
Highway Improvements	\$1,020
New Corridors	\$ 370
Commuter Rail / Intercity Bus/ Specialized Transit/ Commuter Services	\$ 390
Regional Arterial Projects	\$ 300
Local Streets and Road Improvements	\$ 970
Bond Finance	\$ 270
Economic Development Projects	\$ 40
TOTAL	\$3,360
Coachella Valley	
Highways and Regional Arterials	\$ 628
Local Streets and Roads	\$ 439
Specialized and Public Transit	\$ 188
TOTAL	\$1,255
Palo Verde Valley Area	
Local Street and Road Improvements	\$ 47
TOTAL	\$ 47

Click on Link to View
[2002 MEASURE "A" MAP](#)

GENERAL PROVISIONS OF THE TRANSPORTATION IMPROVEMENT PLAN

1. BASIS FOR REVENUE ESTIMATES

Federal and state participation for highways, commuter rail, new corridors, and major non-highway roadway improvements is assumed to be \$40 million per year allocated biannually by the California Transportation Commission through the State Transportation Improvement Program (STIP) process. The Riverside County Transportation Commission currently programs 24.2% of these funds on a discretionary basis for projects. This practice will be continued in order to fund major improvements that will arise and have not been anticipated by this Transportation Improvement Plan.

Measure "A" revenue estimates have not been adjusted to reflect inflation. It is assumed that inflation revenue increases will be offset by inflation costs to deliver the projects. "Real Growth" is assumed to parallel countywide population growth. Based upon these factors Measure "A" revenues over the 30-year period are assumed to be about \$4.665 billion.

2. BASIS FOR COST ESTIMATES

All cost estimates for highway projects were developed by Caltrans based on a specific scope of improvements and are based on 2001 values. Future costs may increase due to inflation or other factors beyond the control of the Commission. The 2001 costs estimates are to be used to determine the proportionate distribution of funds to the categories of projects and programs identified in the transportation program.

3. STATE HIGHWAY AND MAJOR ARTERIAL PROGRAMS

A. Eligible state highway project costs include preliminary engineering, environmental clearances, design engineering, project management, right of way acquisition and long-term leases and construction. Measure "A" funds are intended to supplement and not replace existing federal and state sources. If it is determined by the Commission that Riverside County is not receiving its fair share of existing funds, sales tax funds may be directed to other types of transportation needs.

- B. The actual scope of the highway, and major arterial projects to be implemented is to be determined through a prioritization process, required environmental analysis, and full consideration of reasonable alternatives. Public participation during the environmental analysis process is required.
- C. The Commission shall establish a "State Highway Account" for funding capital expenditures for state highway improvements.

4. PUBLIC TRANSIT

- A. Eligible programs include: special discount fares for the elderly and persons with disabilities; funding for computer assisted rideshare programs; commuter incentive programs; "seed" programs to encourage the creation of vanpools and buspools; bus capital replacement and additional bus service in the Coachella Valley; and capital and operating assistance for commuter rail expansion and intercity bus service implementation in the Western County area.
- B. Western County area commuter rail services are anticipated to continue to be operated by Metrolink on existing rail lines to Los Angeles, Orange and San Bernardino counties. Increasing the level of services will require negotiation of the appropriate agreements with the railroads and appropriate cost sharing between the counties served. Extension of service to the Moreno Valley area and the City of Perris is anticipated to be along the San Jacinto Branch Line owned by the Commission. Measure "A" funds will be used for operating costs and to match federal and state funds for capital improvements.
- C. Western County area intercity bus express services to be implemented are intended to specifically target commuters and provide a viable connection to the Metrolink service and transportation between and to key employment centers within the region.
- D. The Commission shall establish a "Public Transit Account" for funding these programs. The Commission shall determine which public transportation or specialized transportation services operators, and carpool/vanpool facilitating agencies, shall receive funding assistance. The Commission may directly provide or operate these services and programs if it is determined that they are the most appropriate agency to do so in the Western County area. In the Coachella Valley area, the services will be provided by the SunLine Transit Agency. Based on 30 year funding estimates, the amount of funds should be \$340 million for the Western County and \$188 million for the Coachella Valley area.

5. LOCAL STREETS AND ROADS PROJECTS

- A.** Eligible local street and road project costs include any environmental review and mitigation, engineering, right of way acquisition and, capital or maintenance cost. Decisions on projects are to be made by local jurisdictions, but subject to capital Improvement requirements.
- B.** Annual population estimates used for the distribution formula for the Western County and Palo Verde Valley areas shall be from the State Department of Finance. Dwelling unit estimates used for the distribution formula in the Coachella Valley shall be from the Riverside County Planning Department. Actual State Board of Equalization retail sales transactions shall be used for the formula in all three areas. The County Planning Department shall estimate the share for each of the unincorporated areas for the three areas, from the total retail sales transactions for the total unincorporated area.
- C.** The Commission shall assure the cities and the County are in compliance with maintenance of effort requirements before allocating funds for local streets and roads. Further, the Commission shall not allocate funds to an individual city or the County for local streets and roads within the Western County and Coachella Valley areas unless the local agency is certified by the Coachella Valley Association of Governments or in the Western County Area by the Commission or the Western Riverside County Association of Governments as applicable, to be a participant in the Transportation Uniform Mitigation Fee (TUMF) program necessary for the implementation of the Regional Arterial Program in their area. The cities and the county in the Western County Area must participate in the Multi Species Habitat Conservation Plan (MSHCP) by endorsing the Permit Allocation and executing the Implementation Agreement with the resources agencies in order to be eligible to receive local streets and roads funds.
- D.** Funding which is not allocated to a city or the county because it is not a participant in the TUMF program in the Coachella Valley area and the TUMF and the MSHCP in the Western County area shall be allocated to the Regional Arterial Program in the geographic area in which the city or portion of the county is located.

6. FUNDING FLEXIBILITY AND BONDING TO EXPEDITE PROJECTS

The Commission may make maximum use of available funds by temporarily shifting allocations between geographic areas and transportation purposes. However, the proportionate shares for areas and purposes over the 30-year period may not be changed without an amendment of the Transportation Improvement Plan as required by law. Shifts may not be made without previous consultation with the affected agencies and two-thirds majority approval of the Board of Commissioners.

The Commission may also use bonds to speed implementation of some projects. Bonding will not be used without first determining that the benefits of an accelerated program outweigh the additional cost of interest on borrowing funds.

7. INFORMING THE PUBLIC OF LOCAL FUNDING SUPPORT

All state highway, commuter rail, and regional arterial projects using \$1 million or more of sales tax revenues shall be signed to inform the public that local voter approved revenues are being used to support the project.

8. SEVERANCE PROVISIONS

If any provision of this Transportation Improvement Plan is for any reason held invalid and unenforceable by a court of competent jurisdiction, that holding shall not effect the validity or enforceability of the remaining provisions, and the Commission declares that it would have passed each part of the Plan irrespective of the validity of any other part.

AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	September 23, 2019
TO:	Traffic Relief Strategy Committee
FROM:	Theresa Trevino, Chief Financial Officer
THROUGH:	John Standiford, Deputy Executive Director
SUBJECT:	Economic Impact Study

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve Agreement No. 20-19-012-00 to University of California, Riverside (UCR) School of Business, Center for Economic Forecasting & Development (UCR Center) to perform an economic impacts analysis related to the investment of an additional sales tax for transportation improvements in Riverside County in an amount not to exceed \$199,500;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

BACKGROUND INFORMATION:

At its Annual Workshop in January, many RCTC Commissioners expressed a strong desire for the county's transportation system to support economic growth within Riverside County. In particular, Commissioners spoke of the need for the region to attract more employers so that Riverside County residents could work closer to home without needing a long commute. Commissioners' dialogue reflected a belief that transportation and the economy are connected.

Therefore, as the Commission develops a Countywide Transportation Improvement & Traffic Relief Plan (Plan), staff recommends the Commission analyze the economic impact of implementing such a plan. Such an analysis will provide Commissioners with data upon which to base decisions about the contents of the plan and whether it should be funded through a sales tax ordinance submitted to voters. Pursuant to the Commission's responsibility as a public agency to provide a fair presentation of facts, staff recommends the economic analysis consider not only the potential benefits of investing public funds on infrastructure but also the costs of raising a tax to provide that investment. Furthermore, staff believes that such an economic analysis should be conducted by a credible, independent third party with intimate knowledge of Riverside County and transportation infrastructure.

Toward those ends, the UCR Center provides a resource that fits the above criteria. Several years ago, UCR's School of Business created the UCR Center to be a leading economic research and

consulting center for the Inland Empire. Through a partnership with Beacon Economics (Beacon), the UCR Center's team has extensive economic analysis and forecasting experience and is led by Dr. Christopher Thornberg, a founder of Beacon. The UCR Center now provides the long-term sales tax forecasting services for the Commission. Additionally, the UCR Center has presented an annual economic conference that includes its Inland Empire analysis and forecasts in addition to the national and state forecasts. As a result of the UCR Center's experience and understanding of the Inland Empire, it is a vital community partner and resource to businesses and local governments.

Beacon has performed long-term sales tax forecasting services for the Commission since 2013. The Commission also obtained economic impacts studies from Beacon related to the State Route 91 Corridor Improvement Project and the I-15 Express Lanes Project that were included in federal Transportation Infrastructure Finance and Innovation Act loan submittals and competitive grant applications to the U.S. Department of Transportation.

Based on the UCR Center and Beacon's history of work with the Commission, understanding of the Inland Empire region, and overall credibility, staff has conducted a sole source procurement with the UCR Center to perform an economic impact study related to the investments from an additional sales tax for transportation improvements in Riverside County. Over the past few months, staff negotiated a scope of work with the UCR Center to provide a balanced analysis of economic impacts in order to present the Commission with unbiased, objective information.

DISCUSSION:

The UCR Center's economic impact analysis is comprised of four phases:

- **Phase 1:** Modeling the cumulative and project specific economic impacts (output, employment, compensation, and revenues) on the local Riverside economy from direct expenditures of eight examples of major capital transportation projects and four programmatic expenditure categories; staff intends to provide estimates of recent projects to the UCR Center to model the expenditure assessments. The examples analyzed by the UCR Center will reflect potential projects and expenditure categories evaluated by the Commission as it develops the Plan. Every project in the Plan cannot be analyzed due to time and cost constraints; however, the analysis will provide illustrative data that the Commission can use to craft the Plan;
- **Phase 2:** Analyzing the longer-term community impacts from infrastructure improvements, including development patterns, housing types, employment mix, transit accessibility, percentage of trips by non-car modes of transportation, and vehicle miles traveled per household. This is the analysis that speaks to the Commission's desire to use transportation investment as a long-term economic development tool;
- **Phase 3:** Analyzing the impact on consumers and businesses of raising the sales tax; and
- **Phase 4:** Providing public information of the results and findings through public presentations and/or facilitated discussions to the Commission, other government agencies, community organizations, and the media.

Upon approval of an agreement with the UCR Center, *Phase 1* and *Phase 2* work would begin. In Phase 1, the UCR Center will build the economic model and collect, review, and analyze the project expenditure data such that the results of this effort will be completed and presented to the Commission in early 2020. Phase 2 efforts related to the long-term community impact are similar in terms of model building and data collection, review and analysis; however, this effort will be completed in late February/early March for presentation to the Commission.

Should the Commission request additional project or program scenarios based on changes to the draft Plan in 2020, there would be an additional cost that is not included in the fee proposal.

Phase 3 and *Phase 4* work regarding the sales tax analysis and forecast and public information will commence after the Commission’s annual workshop. The sales tax information will be completed and presented to the Commission in spring 2020. Phase 4 public information will continue through June and may continue through November 2020 should the Commission adopt the final Plan and implementing ordinance. Should the Commission request additional project or program scenarios based on changes in the final transportation expenditure plan, there would be an additional cost that is not included in the fee proposal.

FISCAL IMPACT SUMMARY:

The UCR Center is affiliated with a local university that understands the Inland Empire region as a result of its economic research and forecasting experience. A balanced economic impact report on the Plan for the county’s future transportation system, founded in the academic integrity is in the public’s interest, regardless of whether that plan is ultimately submitted to voters. Staff recommends approval of the agreement with the UCR Center to perform an economic impact study related to transportation improvements and investments in the amount of \$199,500.

Should new transportation scenarios be needed, staff will return to the Commission to seek an amendment to the agreement. Based on the UCR Center’s proposal, staff estimates the cost of a full set of new scenarios at approximately \$106,000.

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2019/20	Amount:	\$199,500
Source of Funds:	Local Transportation Funds			Budget Adjustment:	Yes
GL/Project Accounting No.:	002325 65520 00130 0000 106 67 65520				
Fiscal Procedures Approved:	<i>Theresa Irujo</i>			Date:	09/17/2019

Attachment: Draft Agreement No. 20-19-012-00 with UCR Center

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ECONOMIC IMPACT STUDY
WITH UCR FORECAST, LLC DBA UCR'S SCHOOL OF
BUSINESS CENTER FOR ECONOMIC FORECASTING & DEVELOPMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2019, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and UCR FORECAST, LLC DBA UCR'S SCHOOL OF BUSINESS CENTER FOR ECONOMIC FORECASTING & DEVELOPMENT ("Consultant"), a limited liability company.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing economic impact studies to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for an economic impact study ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to December 31, 2020, unless earlier terminated as provided herein.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Dr. Chris Thornberg, Senior Advisor, and Adam Fowler, Project Manager.

3.7 Commission's Representative. Commission hereby designates Executive Director, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates Sherif Hanna, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from the Commission’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The total compensation shall not exceed One Hundred Ninety-Nine Thousand and Five Hundred Dollars (\$199,500) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Compensation shall be paid in accordance with the terms of Exhibit "B". Consultant shall submit invoices to Commission for the amount due Consultant, and Commission shall pay approved invoices within the timeframe set forth in Exhibit "B".

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be

compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:
UCR School of Business, Center of
Economic Forecasting & Development
5777 W. Century Blvd Suite 895
Los Angeles, CA 90045
Attn: Sherif Hanna

COMMISSION:
Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid

and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission’s sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right

to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with

this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, agents, consultants, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 3.21 shall survive any expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Beacon Economics, LLC is an approved subconsultant of Consultant.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. Effective March 1, 2015, if the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ECONOMIC IMPACT STUDY
WITH UCR FORECAST, LLC DBA UCR'S SCHOOL OF
BUSINESS CENTER FOR ECONOMIC FORECASTING & DEVELOPMENT**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
UCR FORECAST, LLC DBA UCR'S
SCHOOL OF BUSINESS CENTER
FOR ECONOMIC FORECASTING &
DEVELOPMENT**

By: _____
Anne Mayer
Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

Exhibit "A"
**SCOPE OF SERVICES
AND
SCHEDULE**

[Attached behind this page]

PROJECT PROPOSAL

Economic Impact Analysis: Public Transport and Highway Expansion Projects in Riverside County

Introduction

It is essential that a region as large as Riverside County has a robust transportation system for people and goods movement. Crippling traffic can be a hindrance to the economic vitality, impinging on the productivity of the county's population and business activity. The Riverside County Transportation Commission (RCTC) is reviewing plans for major public transport and highway infrastructure projects in Riverside County. These sorts of public transport upgrade projects generate strong local and regional economic development benefits as well as facilitate improved inter and intra-County travel for commuters and visitors alike.

Residents and County stakeholders understand that the status quo is not a long-term solution to the region's transportation woes. In the proposed analysis that follows, the University of California, Riverside's, Center for Economic Forecasting and Development ("the Center") will estimate the economic benefits that could be reasonably expected to follow from the proposed public transport infrastructure improvements in Riverside County, resulting from raising transportation funding through an increase in the County sales tax of 0.5%.

Scope of Work

Based on the Center's understanding of the needs of the RCTC reflected in multiple conference calls, the Center has put forward a summary table of Objectives, Phases, and Deliverables. The Deliverables column indicates how the Center has determined it can best meet the needs of the RCTC and in what format the Center's findings will be optimally delivered.

- Phase 1: Modeling the Economic Impact
- Phase 2: Analyzing the Community Impact
- Phase 3: Analyzing a sales tax increase proposal
- Phase 4: Public Information

OBJECTIVE	DESCRIPTION	PHASE	DELIVERABLE(S)
1	To quantify the <u>cumulative economic impact</u> effects from direct expenditures of eight (8) major capital transportation projects and four (4) programmatic expenditure categories on the local economy of Riverside County	1st	Kick off Call Client Check-In Call End-of-Phase Workshop Presentation
2	To quantify the <u>project specific economic impact</u> effects from direct expenditures of each of the eight (8) major capital transportation projects and four (4) programmatic expenditure categories on the local economy of Riverside County (<i>i.e. an aggregate economic impact of all projects and expenditure categories</i>).	1st	Preliminary Results Deck Client Check-In Call End-of-Phase Workshop Presentation

3	To analyze and understand the <u>project specific community impacts</u> from direct expenditures of each of the eight (8) major capital transportation projects and four (4) programmatic expenditure categories on the local economy of Riverside County (i.e. an aggregate community impact of all projects and expenditure categories).	2nd	Draft Report Client Check-In Call Final Report End-of-Phase Presentation
4	To analyze and understand positive and negative implications of a sales tax increase proposal in Riverside County.	3rd	Briefing Book Client Check-in Call
5	To communicate and present materials for various audiences in Riverside County, highlighting the relevant economic and community impact implications for each respective stakeholder group.	4th	Presentation to the RCTC Board (January 2020) Presentation to the RCTC Board (June 2020) Presentation to the Coachella Valley Association of Governments Chamber of Commerce Presentation (x2) 10 Press Calls Editorial Board Meeting

Phase 1 | Modeling the Economic and Fiscal Impact

Eight (8) Major Capital Transportation Projects; Four (4) Programmatic Spending Categories¹

To assess the stimulative effects of potential projects, as part of an overall transportation improvement (expenditure) plan, on the local economy, the Center will model the economic impact for eight major capital transportation projects and perform an economic impact analysis. To complete this analysis the Center will require guidance from the RCTC as to the potential projects that would be undertaken in the County as part of an overall transportation improvement plan, and the estimated expenditures surrounding each of these projects.

Task 1.1 Major Capital Transportation Project Specific Economic and Fiscal Impacts

Project 1 Prototype: Daily rail service

Project 2/3 Prototype: Lane addition(s) to major freeways

Project 4 Prototype: New highways

¹ Any amendments to the scope of work by the Client (including additions of Transportation Projects or Programmatic Spending Categories to be included above the pre-agreed number) after signature will require a formal Amendment to the Work Agreement and cannot be guaranteed by the Center.

Project 5 Prototype: Rapid commuter service

Project 6 Prototype: Interchange reconstruction

Project 7 Prototype: Freeway bypass

Project 8 Prototype: Widening of a major highway

The total economic impacts will consist of the one-time increases in total output, employment and labor income in Riverside County associated with construction activities, resulting from project prototype expenditures. All of the projects and most of the employment and economic activity will be in Riverside County.

Task 1.1 will analyze the short-term effects these projects will have on the County, as funds invested in infrastructure construction stimulate the local economy through labor demand. Workers employed in these projects will spend some of their wages locally, generating demand for local services. Such projects also stimulate demand for the goods and services produced by local firms.

Task 1.2 Programmatic Spending Category Specific Economic and Fiscal Impact

Programmatic Category 1 Prototype: Interchanges and grade separations

Programmatic Category 2 Prototype: Public Transit – Operations, maintenance, expansion, etc.

Programmatic Category 3 Prototype: Active Transportation – Sidewalks, bike lanes, etc.

Programmatic Category 4 Prototype: Technology – Traffic signal synchronization, ramp metering, etc.

As in Task 1.1 the total economic impacts will consist of the one-time increases in total output, employment and labor income in Riverside County associated with construction activities, resulting from project prototype expenditures.

Task 1.3 Cumulative Economic Impact: Transportation Projects and Programmatic Spending

Task 1.3 will analyze and report out on the aggregate economic impact across the selected transportation projects and programmatic spending categories. Total output, employment and compensation impacts may be disaggregated by industry sector in order to allow an estimation and industry identification of the “follow-on” jobs and business revenues. This analysis will be illustrative of the industry effects and allow the cumulative impact to be communicated out across twenty two digit NAICS industries.

While much of the impact resulting from the analysis in Task 1.3 will occur in the construction industry, it will be important to communicate to stakeholders the other industries that will also be significantly impacted, including: retail trade, healthcare and social assistance, professional and scientific services and accommodations and food services. Each of these industries will see an increase in business revenues and in the number of jobs as the effects of the increase in construction activity due to the transportation projects ripple through the County’s economy.

Task 1.4 Cumulative Fiscal Impact: Transportation Projects and Programmatic Spending

The economic activity in Riverside County generated by the transportation projects over the duration of the project construction and programmatic investment period will generate significant state, local and federal tax revenues. Income taxes will be collected on the earnings of workers, both direct and indirect, as are unemployment insurance and disability insurance taxes. Sales taxes will be generated on the purchases of materials by the construction contractors and of goods and services by all the workers whose earnings are sustained by the transportation projects.

Phase 2 | Analyzing the Community Impact

Phase 2 of the engagement will consider the longer term benefits to the community from infrastructure improvements. Economists have long considered the economic benefits of infrastructure improvements. Such projects can have short-term effects, as funds invested in infrastructure construction stimulate the local economy as will be captured in Phase 1 of this engagement. The long-term effects of infrastructure improvements are often considered more impactful, if they alleviate bottlenecks and improve local transportation conditions, such as improving local accessibility. Transportation improvements can stimulate land development, increase local business formation and activity, and generate fiscal benefits.

Task 2.1 Implications for Transportation Projects and Programmatic Spending

The Center will introduce a range of variables to develop several scenarios (including an existing conditions baseline) to estimate the community impacts of the specific set of prototypes modeled and analyzed in Phase 1. The Center will develop and execute a tailored forecasting model to build scenarios, each reflecting varying degrees of community impact on the region. These scenarios will be accompanied by narratives that present implications for residents and businesses over a medium- to long-term time horizon.

The Center will report out on existing and future community impacts across a variety of metrics that may include but are not limited to:

- developments patterns
- housing types
- employment mix
- transit accessibility
- percentage of trips by non-car modes of transportation, and;
- vehicle miles traveled per household.

Phase 3 | Analyzing a sales tax increase proposal

The third phase of the engagement will evaluate the likely impact of an add-on sales tax for consumers and businesses in Riverside County with a particular emphasis on the distributional effects of such a tax on the region's residents.

Task 3.1 Examine historical trends in sales and use tax revenues for Riverside County.

Task 3.2 Analyze the share of sale and use taxes are paid by households, businesses, and visitors to the Riverside County.

Task 3.3 Analyze how the burden of sales and use taxes are currently distributed across income groups in Riverside County.

Task 3.4 Model and forecast the revenue stream from a proposed sales tax increase.

Phase 4 | Public Information

Task 4.1 Public Presentations

The Center has strong competencies in public speaking and public presentation. The Center's staff experts conducted over 250 paid public speaking engagements in 2018. The Center's staff economists and policy experts have presented before a variety of audiences, from public sector gatherings and academic conferences to industry specific convenings, chambers of commerce events, and various association conventions. The Center is capable of preparing and presenting topical materials for different audiences, highlighting the relevant implications for each respective stakeholder group. The Center has robust experience navigating local policymaking environments, tailoring its work and especially its presentations to not only the audience's perspective, but also the audience's general interests or agenda in the context of the broader policy landscape. The Center's public presentation services in the context of this engagement would serve most directly to achieve Goal 5, general education and awareness building.

Task 4.2 Facilitated Discussion and/or Press Interviews

In addition to public presentation, The Center has experience facilitating public workshops and discussions pertinent to its topical expertise, whereby the Center offers guidance not only in the way of reporting out on findings but also by structuring and framing informed debate. The Center has facilitated interactive workshops in conjunction with formal presentations and has done so on a range of issues including economic development intervention design, chamber of commerce strategic planning, and local housing policymaking.

The Center produces and places content on a wide range of topics annually in major local, regional, and national media outlets. The Center will work with the RCTC to identify the most salient topics for press engagement. In partnership with the RCTC's staff, the Center's Director of Communications, Victoria Pike Bond, would lead the Center's activities around press strategy and sourcing feasible, timely, and relevant press opportunities.

PROPOSED PROJECT SCHEDULE

The tables below summarize the project schedule for Phases 1 through 4 including key activities and deliverables by work stream. Highlighted in yellow are those milestones that reflect events or opportunities for RCTC to provide feedback. This is a sample high-level deliverable schedule. The Center will confirm an official project timeline with RCTC upon commencement of work.

PHASES 1-4: October 2019 – April 2020									
TASK / MILESTONE	09/19	10/19	11/19	12/19	01/20	02/20	03/20	04/20	
Phase 1									
Kick-Off Call									
Client Check in Call									
Economic Modeling									
Data Analysis									
Preliminary Findings Call									
End-of-Phase Workshop Presentation									
Phase 2									
Draft Report Production									
Client Check in Call									
Final Report Production									
Presentation Production									
End-of-Phase Workshop Presentation									
Phase 3									
Draft Briefing Book Production									
Client Check in Call									
Final Report Production									
End-of-Phase Presentation									
Phase 4									
Formal Presentation to RCTC Board									

PHASE 4: April – August 2020																	
TASK / MILESTONE	04/20			05/20			06/20			07/20			08/20				
Phase 4																	
Formal Presentation to RCTC Board*																	
Presentation to the Coachella Valley of Governments*																	
Chamber of Commerce Presentation*																	
Chamber of Commerce Presentation*																	
Press Calls*																	
Editorial Board Meetings*																	

**Final timings of these presentations and meetings are TBD*

Professional Fees

The table below puts forward the Center’s proposed budget and associated estimated hours for each component of scope laid out in the Project Scope section above.

Terms: Services requested by the Client to be provided by Beacon that are beyond the scope of this Agreement would be billed separately to Client. Beacon will work with Client on such requests to define the additional services and will prepare a budget accordingly for Client to approve before such additional services commence.

PHASE 1-2 WORKSTREAMS	EFFORT	PHASE 3-4 WORKSTREAMS	EFFORT
Project Inception / Kick-off	5 Hours		
Economic Impact Modeling – Project and Programmatic <ul style="list-style-type: none"> Data Collection Data Collection Review Model Building Data Analysis 	140 Hours	Sales Tax Proposal Analysis Forecast <ul style="list-style-type: none"> Data Collection Data Collection Review Model Building Data Analysis 	100 Hours
Fiscal Impact Modeling - Project and Programmatic <ul style="list-style-type: none"> Data Collection Data Collection Review Model Building Data Analysis 	100 Hours	Briefing Book Production <ul style="list-style-type: none"> Section Narratives Visualizations Executive Summary 	80 Hours
Community Impact Analysis <ul style="list-style-type: none"> Data Collection Data Collection Review Placed-based Scenario Model Building Data Analysis 	166 Hours	Press Engagements <ul style="list-style-type: none"> Preparation Logistics Facilitation 	20 Hours
Report Production <ul style="list-style-type: none"> Section Narratives x12 Visualizations x12 Mapping x12 Executive Summary 	132 Hours	Public Presentations <ul style="list-style-type: none"> Presentation Preparation Travel Logistics Facilitation 	30 Hours
Presentation Development	10 Hours	Meetings / Presentations	5 Hours
Meetings / Calls	10 Hours		
SUBTOTAL HOURS	563	SUBTOTAL HOURS	235

TOTAL PROJECT HOURS	798
HOURLY RATE	\$250
TOTAL PROJECT CAP	\$199,500

Any amendments to the scope of work by the Client (including additions of Transportation Projects or Programmatic Spending Categories to be included above the pre-agreed number) after signature will require a formal Amendment to the Work Agreement and cannot be guaranteed by the Center.

For presentations, in addition to the base fee for the Presentation, the Client will reimburse Beacon for travel-related expenses.

Project Changes After Adoption of Transportation Improvement Plan

At the request of the client, The Center can provide a cost breakout to the project should there be any new scenarios added after adoption of Transportation Improvement Plan. If these scenarios fall in line with the prototypes outlined above in the scope, UCR can complete the analysis at 75 per cent of the cost of the economic, fiscal and community impact analysis. If the new scenarios fall outside of the current prototypes, the Center would have to reassess the costs in negotiation with the Client.

Project Team

CHRIS THORNBERG, PHD
 Founding Partner
 Role: Senior Advisor

Education: Ph.D., Business Economics, UCLA; B.S., Business Administration, State University of New York, Buffalo
 Experience: Former State Treasurer John Chiang, Council of Economic Advisors, Member; UCLA Anderson Forecast, Senior Economist

ADAM FOWLER
 Director of Research
 Role: Project Manager

Education: ABD, Political Psychology, UCLA; M.A. Political Science, University of Arkansas; B.A., Political Science, Arkansas Tech University
 Experience: Economic Impact analyses for the L.A. Pride, Los Angeles 2024 Olympic Committee, Delta Air Lines, the Ontario International Airport, and California State University, Long Beach (CSU Long Beach)

UDAY RAM
 Sustainable Growth & Development Manager
 Role: Research Advisor

Education: Master of Urban and Regional Planning, UCLA; M.A., Georgetown University; B.A., Economics, Cornell University.
 Experience: Resilience Fellow in the Office of Los Angeles Mayor Eric Garcetti, Advisor to the Lower Los Angeles River Working Group, Advisor to the Abu Dhabi Urban Planning Council.

BRIAN VANDERPLAS
 Senior Research Associate

Education: M.A. & B.A., Economics, California State University Long Beach
 Experience: Economic Impact analyses for the Los Angeles 2024 Olympic Committee, Delta Air Lines, the Electric Daisy Carnival, and Otis College of Art and Design.

MAZEN BOU ZEINNEDINE
 Research Associate

Education: M.A., Economics, University of Southern California; B.A., Economics, State University of New York at Oswego
 Experience: Authored chapters for the Central Coast Economic Forecast and conducted regional industry and housing market analyses for the East Bay Economic Development Alliance.

About The Center

The UCR School of Business Center for Economic Forecasting and Development is the first world-class university forecasting center in the Inland Empire **servicing one of the most dynamic regions in the United States.**

Together, Riverside and San Bernardino Counties make up an economic area that is larger than Seattle, San Diego, or Orange County and **twice the size of Silicon Valley.**

The Center for Economic Forecasting and Development brings the full resources of the University to bear in creating **modern, first-rate economic forecasts and economic development products** that expand understanding and amplify interest in this vital region, one of the nation's fastest growing. The Center draws from **the business expertise, public policy experience, and deep academic training** of its seasoned economists to conduct path breaking research on the regional, state, and national economies—producing economic forecasts, public policy analysis, and economic impact studies for institutions, events, and public and private investments.

As a hub of collaboration, **innovative economic development ideas** and strategies emerge from both researchers and business and government leaders.

The Center not only delivers products and services that provide genuine insight into the economy, it also serves as an energetic community partner and resource to business and government leaders as well as the people of the Inland Empire. It is a **fertile meeting ground for new product development, original research, and collaboration** between industry, government, and the broader community.

Economic Impact Analysis Expertise

The Center for Economic Forecasting and Development is a leading provider of economic impact studies and analysis. Our researchers specialize in illustrating the economic, fiscal, and social impacts that major sporting and entertainment events, public and private investments, public policies and programs, and institutions have on neighborhoods, cities, or any geographic area.

Using proprietary models that are based on careful, realistic methodology, we accurately quantify direct, indirect, and induced economic impacts related to job creation (direct and indirect), tax revenue (local, state, and federal), and household and individual income.

Demonstrating a project's benefits and value through independent quantitative analysis can help garner support from a range of powerful constituencies including government decision makers, investors, the media, and the community at large.

Our Approach:

- We develop deeply comprehensive studies that identify economic, fiscal, and social impacts.
- We include social impacts as part of a holistic and unique approach that captures and quantifies broader less obvious effects, such as the charity work performed by employees of a business or startups and spin offs that result from an industry's innovation and activities.
- We employ proprietary models, apply quantifiable data, and use advanced scientific methodology to reveal economic value.
- We identify the direct, indirect, and induced economic impacts related to:
 - o Job creation
 - o Federal, state, and local tax revenue
 - o Household and individual income

- We implement customized surveys and work hand in hand with our clients to fully understand the unique aspects of each project, business, or organization.
- We deliver true results and tell the story of your project's or business's impact using polished, easy to digest, visual graphics and clear, compelling narrative.

References

The references listed below may be contacted to gain greater insight into the nature and caliber of our economic impact research and work:

California State University Northridge

Contact: Dianne F. Harrison PhD, President
818-677-2121
dianne.harrison@csun.edu
18111 Nordhoff Street Northridge, CA 91330

County of Riverside

Contact: Ed Corser, County Finance Director
951-955-1110
ecorser@rceo.org
4080 Lemon Street, 4th Floor Riverside, CA 92501

Metropolitan Water District of Southern California

Contact: Margie Wheeler, Executive Strategist
213-217-6121
MWheeler@mwdh2o.com
700 North Alameda Street Los Angeles, CA 90012

Exhibit "B"
COMPENSATION

[Attached behind this page]

EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
UCR School of Business, Center for Economic Forecasting & Development	Services	\$ 199,500.00
TOTAL COSTS		\$ 199,500.00

TASK NUMBER	TASK DESCRIPTION	COST
Phase 1 and Phase 2	Project and Programmatic Economic Impact and Fiscal Impact Modeling; Community Impact Analysis	\$ 140,750.00
Phase 3 and Phase 4	Sales Tax Proposal Analysis Forecast; Public Education	58,750.00
TOTAL COSTS		\$ 199,500.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between tasks may occur; however, the maximum total compensation authorized may not be exceeded.

DRAFT

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	September 23, 2019
TO:	Traffic Relief Strategy Committee
FROM:	Lisa Mobley, Clerk of the Board
THROUGH:	John Standiford, Deputy Executive Director
SUBJECT:	Proposed Committee Meeting Schedule

STAFF RECOMMENDATION:

This item is for the Traffic Relief Strategy Committee to approve its meeting schedule.

BACKGROUND INFORMATION:

On September 11, 2019, the Commission took action to create a new standing committee singularly focused on developing a Countywide Transportation Improvement and Traffic Relief Plan and implementation ordinance. Staff recommends the Committee meet on the fourth Monday of the month at 11:30 a.m. in the Riverside County Administrative Center Board Room. The Committee expects to meet monthly through June of 2020. Since the May meeting falls on the Memorial Day holiday, staff is recommending holding the meeting on May 21, 2020.

Attachment: Proposed Traffic Relief Strategy Committee Meeting Schedule



**RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION**

TRAFFIC RELIEF STRATEGY COMMITTEE MEETING SCHEDULE

Meeting Date	Time	Location
September 23, 2019	11:30 a.m.	Board Room
October 28, 2019	11:30 a.m.	Board Room
November 25, 2019	11:30 a.m.	Board Room
January 27, 2020	11:30 a.m.	Board Room
February 24, 2020	11:30 a.m.	Board Room
March 23, 2020	11:30 a.m.	Board Room
April 27, 2020	11:30 a.m.	Board Room
May 21, 2020*	11:30 a.m.	Board Room
June 22, 2020	11:30 a.m.	Board Room

*This meeting is being held on an alternate day due to it falling on a holiday.

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	September 23, 2019
TO:	Traffic Relief Strategy Committee
FROM:	Lisa Mobley, Clerk of the Board
THROUGH:	John Standiford, Deputy Executive Director
SUBJECT:	Election of Officers

STAFF RECOMMENDATION:

This item is for the Traffic Relief Strategy Committee to conduct an election of officers – Chair and Vice Chair.

BACKGROUND INFORMATION:

At its September 11, 2019 meeting, the Commission approved the formation of a standing committee singularly focused on developing a Countywide Transportation Improvement and Traffic Relief Plan and implementation ordinance.

Once the election has been conducted, the new Chair and Vice Chair will immediately be seated in their new positions.