



## MEETING AGENDA

TIME/DATE: 9:30 a.m. / Wednesday, January 8, 2020

LOCATION: BOARD ROOM  
County of Riverside Administrative Center  
4080 Lemon Street, First Floor, Riverside

## COMMISSIONERS

**Chair** – Ben J. Benoit

**Vice Chair** – Jan Harnik

**Second Vice Chair** – V. Manuel Perez

Kevin Jeffries, County of Riverside, District 1  
Karen Spiegel, County of Riverside, District 2  
Chuck Washington, County of Riverside, District 3  
V. Manuel Perez, County of Riverside, District 4  
Jeff Hewitt, County of Riverside, District 5  
Art Welch / Daniela Andrade, City of Banning  
Lloyd White / Julio Martinez, City of Beaumont  
Joseph DeConinck / Johnny Rodriguez, City of Blythe  
Larry Smith / Linda Molina, City of Calimesa  
Randall Bonner / Jeremy Smith, City of Canyon Lake  
Raymond Gregory / Mark Carnevale, City of Cathedral City  
Steven Hernandez / Megan Beaman Jacinto, City of Coachella  
Wes Speake / Jim Steiner, City of Corona  
Scott Matas / Russell Betts, City of Desert Hot Springs  
Clint Lorimore / Todd Rigby, City of Eastvale  
Linda Krupa / Russ Brown, City of Hemet  
Dana Reed / Kimberly Muzik, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio  
Brian Berkson / Chris Barajas, City of Jurupa Valley  
Kathleen Fitzpatrick / Robert Radi, City of La Quinta  
Bob Magee / Natasha Johnson, City of Lake Elsinore  
Bill Zimmerman / Dean Deines, City of Menifee  
Victoria Baca / Carla Thornton, City of Moreno Valley  
Scott Vinton / To Be Appointed, City of Murrieta  
Berwin Hanna / Ted Hoffman, City of Norco  
Jan Harnik / Kathleen Kelly, City of Palm Desert  
Lisa Middleton / Jon R. Roberts, City of Palm Springs  
Michael M. Vargas / Rita Rogers, City of Perris  
Ted Weill / Charles Townsend, City of Rancho Mirage  
Rusty Bailey / Andy Melendrez, City of Riverside  
Andrew Kotyuk / Russ Utz, City of San Jacinto  
Michael S. Naggar / Maryann Edwards, City of Temecula  
Ben J. Benoit / Joseph Morabito, City of Wildomar  
Mike Beauchamp, Governor's Appointee Caltrans District 8

# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

[www.rctc.org](http://www.rctc.org)

## **MEETING AGENDA\***

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

**9:30 a.m.**

**Wednesday, January 8, 2020**

## **BOARD ROOM**

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

*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](http://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 Commission may, either at the direction of the Chair or by majority vote of the Commission, 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. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission 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 Commission should not take action on or discuss matters raised during public comment portion of the agenda that are not listed on the agenda. Commission members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.*

- 5. ADDITIONS / REVISIONS** – *The Commission 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 Commission subsequent to the posting of the agenda. An action adding an item*

*to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission 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. APPROVAL OF MINUTES – DECEMBER 11, 2019**

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

**7A. QUARTERLY FINANCIAL STATEMENTS**

***Page 1***

***Overview***

This item is for the Commission to receive and file the Quarterly Financial Statements for the three months ended September 30, 2019.

**7B. FISCAL YEAR 2019/20 MID-YEAR REVENUE PROJECTIONS**

***Page 10***

***Overview***

This item is for the Commission to:

- 1) Approve the mid-year Fiscal Year 2019/20 revenue projections of \$202 million for Measure A revenues, \$103 million for Local Transportation Fund (LTF) revenues, and \$27 million for Transportation Uniform Mitigation Fee (TUMF) revenues;
- 2) Approve the budget increase adjustments to Measure A revenues of \$9 million and expenditures of \$3,717,000 to reflect the revised Measure A projection;
- 3) Approve the budget increase adjustments to LTF revenues of \$6 million, transfers in of \$719,000, and expenditures and transfers out of \$898,000 to reflect the revised LTF projection; and
- 4) Approve the budget increase adjustments to TUMF revenues of \$2 million to reflect the revised TUMF projection.

**7C. FISCAL YEAR 2020/21 REVENUE PROJECTIONS**

***Page 15***

***Overview***

This item is for the Commission to:

- 1) Approve the projection for Measure A revenues of \$207 million for Fiscal Year 2020/21;

- 2) Approve the projection for Local Transportation Fund (LTF) apportionment of \$106 million for the Western Riverside County, Coachella Valley, and Palo Verde Valley areas for FY 2020/21; and
- 3) Approve the projection for Transportation Uniform Mitigation Fee (TUMF) revenues of \$28 million for FY 2020/21.

**7D. AGREEMENT FOR RISK MANAGEMENT AND BROKER SERVICES**

***Page 21***

***Overview***

This item is for the Commission to:

- 1) Award Agreement No. 20-19-010-00 to Alliant Insurance Services, Inc. for risk management and broker services for a three-year term, plus two two-year options to extend the agreement, in an amount of \$260,000, plus a contingency amount of \$26,000, for a total amount not to exceed of \$286,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, including option years, on behalf of the Commission; and
- 3) Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for these services.

**7E. 2020 STATE AND FEDERAL LEGISLATIVE PLATFORM AND PREVIEW**

***Page 54***

***Overview***

This item is for the Commission to:

- 1) Adopt the Commission's 2020 State and Federal Legislative Platform; and
- 2) Receive and file an update on state and federal legislation.

**7F. UTILITY AGREEMENTS FOR THE STATE ROUTE 91 CORRIDOR OPERATIONS PROJECT**

***Page 64***

***Overview***

This item is for the Commission to:

- 1) Approve the following utility agreements required for the State Route 91 (SR-91) Corridor Operations Project (COP) in the aggregate amount of \$449,000, plus a contingency amount of \$45,000, for a total amount not to exceed \$494,000;
  - a) Agreement No. 20-31-028-00 to American Telephone and Telegraph Company (AT&T);
  - b) Agreement No. 20-31-036-00 to city of Corona Department of Water and Power (DWP);



- c) Agreement No. 20-31-027-00 to Southern California Edison (SCE); and
- d) Agreement No. 20-31-026-00 to Southern California Gas Company (SoCalGas);
- 2) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the utility agreements for an amount not to exceed \$494,000; and
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project.

**7G. COOPERATIVE AGREEMENT NO. 20-33-023-00 WITH SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY FOR ENGINEERING AND ENVIRONMENTAL SUPPORT SERVICES FOR THE MORENO VALLEY MARCH FIELD METROLINK STATION TRACK AND PLATFORM EXPANSION PROJECT**

*Page 85*

**Overview**

This item is for the Commission to:

- 1) Approve Cooperative Agreement No. 20-33-023-00 between the Commission and Southern California Regional Rail Authority (SCRRA) for engineering and environmental support services for the Moreno Valley/March Field Metrolink Station Track and Platform Expansion Project (Project) in the amount of \$354,000, plus a contingency amount of \$70,800, for a total amount not to exceed \$424,800;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the cooperative agreement on behalf of the Commission; and
- 3) Authorize the Executive Director or designee to approve the use of a contingency, as may be required for these services.

**7H. AMENDMENT TO COMMISSION'S COMMUTER RAIL PROGRAM FISCAL YEAR 2019/20 SHORT RANGE TRANSIT PLAN**

*Page 106*

**Overview**

This item is for the Commission to:

- 1) Amend the Commission's Commuter Rail Program's Fiscal Year 2019/20 Short Range Transit Plan (SRTP) to allocate \$4 million of Federal Transit Administration (FTA) Section 5337 funds and reduce \$4 million of Local Transportation Funds (LTF) operating assistance for the Southern California Regional Rail Authority (SCRRA) subsidy;
- 2) Allocate \$4 million of FTA Section 5337 funds for the FY 2020/21 SRTP for Commuter Rail's operating assistance subsidy for SCRRA service;
- 3) Allocate \$10,701,750 of FTA Section 5337 funds for the FY 2020/21 SRTP for Commuter Rail's capital subsidy for SCRRA rehabilitation projects; and

- 4) Authorize staff to program FTA Section 5337 grant funds into the Federal Transportation Improvement Program (FTIP).

**7I. COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE REIMBURSEMENT OF CONSTRUCTION FREEWAY SERVICE PATROL SERVICES ON CALTRANS PROJECTS**

***Page 110***

***Overview***

This item is for the Commission to:

- 1) Approve Agreement No. 20-45-037-00 with the State of California Department of Transportation (Caltrans) for the funding of Freeway Service Patrol (FSP) service on various construction areas in Riverside County; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the cooperative agreement on behalf of the Commission.

**7J. AMENDMENT TO AGREEMENT WITH STEVE'S TOWING FOR 15 EXPRESS LANES FREEWAY SERVICE PATROL SERVICE**

***Page 138***

***Overview***

This item is for the Commission to:

- 1) Approve Agreement No. 16-45-103-02, Amendment No. 2 to Agreement No. 16-45-103-00 with Steve's Towing (Steve's) to include Freeway Service Patrol (FSP) service for the 15 Express Lanes through December 31, 2021, in the amount of \$780,179, plus a contingency amount of \$78,018, for an additional amount of \$858,197, and a total amount not to exceed \$2,063,197;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project.

**8. BLYTHE WELLNESS EXPRESS PILOT PROGRAM FINAL REPORT**

***Page 148***

***Overview***

This item is for the Commission to receive and file a presentation on the final report of the Blythe Wellness Express (BWE) Pilot Program.

**9. COUNTYWIDE TRAFFIC RELIEF PLAN DRAFT**

**Page 176**

***Overview***

This item is for the Commission to

- 1) Discuss and provide input on the draft Countywide Traffic Relief Plan (Plan); and
- 2) Approve the draft Plan for public circulation and comment through June 10, 2020.

**10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA**

**11. COMMISSIONERS / EXECUTIVE DIRECTOR REPORT**

***Overview***

This item provides the opportunity for the Commissioners and the Executive Director to report on attended meetings/conferences and any other items related to Commission activities.

**12. CLOSED SESSION**

**12A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8

Agency Negotiator: Executive Director or Designee

Item	APN(s)	Property Owner	Buyer(s)
1	102-091-006	RCTC	Dr. Gulabrai B. Ukani

**13. ADJOURNMENT**

The next meeting of the Commission is scheduled to be held on **Thursday and Friday, January 30-31, 2020**, Hilton Palm Springs, Palm Springs.

# **AGENDA ITEM 6**

## **MINUTES**

# ***RIVERSIDE COUNTY TRANSPORTATION COMMISSION***

## **MEETING MINUTES**

Wednesday, December 11, 2019

### **1. CALL TO ORDER**

The Riverside County Transportation Commission was called to order by Chair Chuck Washington at 9:39 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501.

### **2. ROLL CALL**

#### **Commissioners/Alternates Present**

Victoria Baca  
Rusty Bailey  
Ben J. Benoit  
Brian Berkson  
Russell Betts  
Randall Bonner  
Joseph DeConinck  
Waymond Fermon  
Raymond Gregory  
Rebecca Guirado  
Berwin Hanna  
Jan Harnik  
Steven Hernandez  
Jeff Hewitt  
Kevin Jeffries  
Andrew Kotyuk  
Linda Krupa

#### **Commissioners Absent**

Kathleen Fitzpatrick  
Art Welch

Clint Lorimore  
Bob Magee  
Lisa Middleton  
Michael Naggar  
V. Manuel Perez  
Dana Reed  
Wes Speake  
Karen Spiegel  
Larry Smith  
Michael M. Vargas  
Scott Vinton  
Chuck Washington  
Ted Weill  
Lloyd White  
Bill Zimmerman

### **3. PLEDGE OF ALLEGIANCE**

Commissioner Ben J. Benoit led the Commission in a flag salute.

### **4. PUBLIC COMMENTS**

Anne Mayer, Executive Director, recognized and congratulated the Planning and Programming Director, Shirley Medina's retirement after 28 years of service and on behalf of the Commission and presented her with an award.

Executive Director, Darren Chidsey, SCAG, presented a proclamation to Shirley Medina in honor of her retirement and expressed gratitude for her impacts throughout Southern California.

Shirley Medina expressed gratitude for having the opportunity to work with the Commission and the Commissioners for 28 years. She expressed appreciation to Anne Mayer and John Standiford for their leadership and for working with Caltrans, SCAG, the CTC, all the local agencies, and the support of her family throughout all these years.

**5. ADDITIONS / REVISIONS**

There were no additions or revisions to the agenda.

**6. APPROVAL OF MINUTES – NOVEMBER 13, 2019**

**M/S/C (Benoit/Vargas) to approve the November 13, 2019 minutes as submitted.**

**7. CONSENT CALENDAR**

**M/S/C (Smith/Vargas) to approve the following Consent Calendar items.**

**7A. PROPOSED 2020 COMMISSION/COMMITTEE MEETING SCHEDULE**

Adopt its 2020 Commission/Committee Meeting Schedule.

**7B. FISCAL YEAR 2018/19 COMMISSION AUDIT RESULTS**

- 1) Receive and file the Fiscal Year 2018/19
  - a) Comprehensive Annual Financial Report (CAFR);
  - b) Local Transportation Fund (LTF) Financial and Compliance Report;
  - c) State Transit Assistance (STA) Fund Financial and Compliance Report;
  - d) State of Good Repair (SGR) Fund Financial and Compliance Report;
  - e) Proposition 1B Rehabilitation and Security Project (Proposition 1B) Accounts Financial and Compliance Reports;
  - f) Low Carbon Transit Operations Program (LCTOP) Account Financial and Compliance Reports;
  - g) Single Audit Report;
  - h) RCTC 91 Express Lanes Fund Financial Report;
  - i) Auditor Required Communications Report;
  - j) Agreed-Upon Procedures Report related to the Appropriations Limit Calculation;

- k) Agreed-Upon Procedures Report related to the Commuter Assistance Program (CAP) incentives; and
- l) Management certifications.

**7C. APPOINTMENT OF UNDERWRITERS FOR COMMISSION FINANCINGS**

- 1) Approve the selection of the following firms to provide underwriting services to the Commission in connection with long-term debt financings for a three-year period, with an option to extend for an additional two one-year periods:
  - a) BofA Securities, Inc. (BofA);
  - b) Goldman Sachs & Co. LLC (Goldman Sachs);
  - c) J.P. Morgan Chase (J.P. Morgan);
  - d) Siebert Williams Shank & Co., LLC (Siebert); and
  - e) Wells Fargo Securities (Wells Fargo).

**7D. QUARTERLY INVESTMENT REPORT**

Receive and file the Quarterly Investment Report for the quarter ended September 30, 2019.

**7E. COUNTY OF RIVERSIDE REQUEST FOR ADDITIONAL FUNDS FOR THE SALT CREEK TRAIL**

Approve federal Congestion Mitigation and Air Quality (CMAQ) funds in the additional amount of \$594,203 for a total amount of \$5,684,203 to fully fund construction of the Salt Creek Trail project.

**7F. LONG RANGE TRANSPORTATION STUDY**

Receive and file the Riverside County Long Range Transportation Study (LRTS).

**7G. TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM MASTER AGREEMENT**

- 1) Approve Agreement No. 20-25-017-00 with the California Department of Transportation (Caltrans) for implementing projects when the Commission is the lead agency for transit projects funded by the Transit and Intercity Rail Capital Program (TIRCP);
- 2) Adopt Resolution No. 19-018, *"Resolution of The Riverside County Transportation Commission Regarding Authorization for The Execution of A Master Agreement and Program Supplements For The State-Funded Projects"*; and
- 3) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

**7H. BYLAWS OF THE CITIZENS AND SPECIALIZED TRANSIT ADVISORY COUNCIL**

- 1) Approve the revised bylaws of the Citizens Advisory Committee/Social Service Transportation Council (CAC/SSTAC); and
- 2) Rename the CAC/SSTAC to the Citizens and Specialized Transit Advisory Council (CSTAC).

**7I. APPROVAL OF AGREEMENTS WITH THE CITIES OF BANNING AND BEAUMONT, CALTRANS, AND WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS FOR THE PREPARATION OF THE INTERSTATE 10/HIGHLAND SPRINGS INTERCHANGE PROJECT STUDY REPORT**

- 1) Approve Cooperative Agreement No. 20-31-008-00 with the cities of Banning and Beaumont for the preparation of a Project Study Report (PSR) for the Interstate 10/Highland Springs Interchange project (Project);
- 2) Approve Cooperative Agreement No. 20-31-025-00 with Caltrans for its review and oversight of the Project in the amount of \$190,000, plus a contingency of \$25,000, for a total amount not to exceed \$215,000;
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the Project;
- 4) Approve Funding Agreement No. 20-72-018-00 with Western Riverside Council of Governments (WRCOG) for the allocation of Transportation Uniform Mitigation Fee (TUMF) Zone funding for the Project;
- 5) Approve an increase of \$240,000 in the Fiscal Year 2019/20 budget for TUMF Zone revenues and Commission and consultant expenditures related to the Project; and
- 6) Authorize the Executive Director, pursuant to legal counsel review, to execute these agreements on behalf of the Commission.

**7J. AMENDMENT WITH WKE, INC. FOR THE INTERSTATE 15/RAILROAD CANYON ROAD INTERCHANGE PROJECT IN THE CITY OF LAKE ELSINORE**

- 1) Approve Agreement Amendment No. 17-31-048-07 with WKE, Inc. (WKE) to finish final design services, prepare the project for Ready to List (RTL), and provide construction support related to the Interstate 15/Railroad Canyon Road interchange improvement project (Project) in the amount of \$471,167, plus a contingency amount of \$47,000, for an additional amount of \$518,167, and a total amount not to exceed \$4,070,438;
- 2) Approve Agreement No. 10-72-016-08, Amendment No. 8 to Agreement No. 10-72-016-00, with the city of Lake Elsinore (City) to reprogram \$518,167 of Transportation Uniform Mitigation Fees (TUMF) right of way phase funds to the plans, specifications, and estimates (PS&E) phase for the Project;



- 3) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 4) Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the Project.

At this time, Anne Mayer made introductory remarks regarding the discussion items, which is in regards to the Western Riverside County Traffic Relief Plan investments and the framework of the Traffic Relief Plan. It is based on the feedback the Commission and Traffic Relief Strategy Committee has given to date and to receive additional feedback in order to produce a draft for public review in January 2020.

## **8. WESTERN RIVERSIDE COUNTY TRAFFIC RELIEF PLAN INVESTMENTS**

Michael Blomquist, Toll Program Director, presented the Western Riverside County Traffic Relief Plan investments, highlighting the following areas:

- Commission action and input received – Commission directed staff to prepare:
  - Countywide Transportation Improvement & Traffic Relief Plan (Plan)
  - Implementation ordinance
  - Stakeholder input: General public, elected officials; agency staff; and business/civic leadership groups
- Nature of the Plan – Desired state of transportation; aspirational; comprehensive; horizon; and fiscal constraint
- Investment list – New sales tax and existing sales tax, other fund sources, and operation and maintenance
- Direction and approval being sought – Specific investment list items
  - Projects and services
- Planning horizon – 30 years or other
- Draft Western Riverside County Traffic Relief Plan Investments for local streets and roads; local interchanges, bridges, on and off ramps; highways; passenger rail transit expansion; separating local streets from railroad tracks; bus transit; regional trails; operations and maintenance; services; and investments, incentives, and technologies
- 2019-2029 Western Riverside County Highway Delivery Plan
- Draft Western County Traffic Relief Plan Investments Group by Supervisorial District

In response to Commissioner Karen Spiegel's clarification that just doing a draft 30-year horizon is not a commitment for a sales tax this is just doing a horizon, which may be utilized if this Commission moves forward with a sales tax, Michael Blomquist concurred and stated a 30-year horizon was used and it is not a commitment.

In response to Commissioner Andrew Kotyuk's inquiry about whether the projects on the previous measures the voters voted for that were not completed were included on this list, Anne Mayer replied some of the projects are included and the intent with this updated investment summary is to highlight key projects that have not been high on the priority list. She stated while the initial Measure A had some funds available for those they were not intended to be fully funded out of the measure and there are not sufficient funding resources. Anne Mayer explained the State Route 79 Realignment and the MCP projects are two key highway projects that are highlighted on this investment list and are there to ensure they are fully funded and both environmental documents are complete.

Commissioner Lloyd White expressed this is a complete report although it does not have a whole lot of details and asked if the UCR study is complete and if not when will it be completed.

Anne Mayer replied the UCR study is not completed and referred to Theresia Trevino to respond. Theresia Trevino replied the UCR study will be done in April 2020.

In response to Commissioner White's inquiry about what impact is being seen today, Anne Mayer replied there is one task associated with the UCR study that could provide additional information regarding what kind of economic benefit that may be seen with a certain kind of project. She discussed as an example modeling two projects to determine what, if any, economic benefit is there within the area because of improving an interchange so the UCR study is looking at prototype projects such as Railroad Canyon/I-15 Interchange and the French Valley Interchange projects. This information will be brought back to the Commission in April and it will further inform whether the projects on the list are the kinds of projects that will in fact encourage economic development and possible business expansion.

Commissioner White clarified as Commissioner Spiegel commented the Commission is not voting on a tax issue today but questioned the timeline in order to consider whether to support a tax issue. He expressed this project is being rushed to a point where if the Commission is not solid in what is being represented to all the communities it will not do the Commission any good. Commissioner White asked for the timeframe for getting an issue such as this on the 2020 ballot.

Anne Mayer explained in order for something to be on the ballot in November 2020 it has to be approved to be on the ballot by the beginning of August 2020. The Commission will need to make a decision in June 2020 whether or not it wants to proceed to the November 2020 ballot. She stated the plan currently is set up to with review and conversation taking place today and staff will take the feedback and input to prepare a draft framework as well as a draft project list for the Commission's consideration in January 2020. In January, the Commission would authorize staff to distribute this publicly for several months of public review and comment, which includes opportunity for the individual city councils and for the public to consider. She explained the goal from now until June is to provide

the Commissioners the building blocks and to give the public all the information needed so that by June all the pieces are there to make a decision.

Commissioner White requested clarification about the revenue generated sheet was based on what level of a sales tax increase and Anne Mayer replied a half-cent.

Commissioner White stated Michael Blomquist discussed the difference between the \$10.4 billion and \$6.7 billion coming from other projects and clarified if some of the tax revenue will be used for debt service to make up that difference.

Anne Mayer replied some of the tax would not be used to make up the difference so that difference between whatever revenues the Commission has and the project costs will have to come from state, federal, TUMF, other sources. She stated if this Commission decided to, which it historically has, some of the Measure A funds could be used to pay for debt service. She explained if the Commission decided to issue debt so projects could advance then the Commission would have to pay debt service as a result and the framework would allow that.

Commissioner White expressed concern regarding regional and geographical in nature as well, in looking at the projects that are currently funded or underway on the list many of those projects are dealing with the I-15 Corridor and corridors including I-10. The I-10 Corridor is obviously a concern for the people in the Pass Area are used by other counties to transport through this County. When looking at the I-15, I-215, and I-10 is the Commission getting contributions in revenue and income from San Diego, Orange, and San Bernardino Counties.

Anne Mayer replied no.

Commissioner White expressed the Commission is funding the corridors that the rest of the counties surrounding Riverside County are going to be benefiting by and doing it all on this sales tax dollar of the people of Riverside.

Anne Mayer replied those counties would be able to say the same that Riverside County are not contributing to their investments in their county. All of the counties that are adjacent to Riverside County all have their sales tax and each county invests only in projects within their county. She explained the regional conversation is at the state level in competing for state and federal funding and that is where the interregional nature of investments come into play.

Commissioner White stated regarding the geographical portion that represents his area and as it was mentioned as a council, the Commissioners are going to be considering giving up a half-cent taxing capacity as a city. The Commissioners have to be able to sell to their communities that these projects even though many projects in his community are not listed in any format as far as being completed in the next few years. He suggested his

community is going to ask if they are going to commit to a 30-year additional sales tax is it going to benefit his community in 20 or 30 years. He expressed the Pass Area is growing faster than any of the areas around and suggested there are dollar amounts for these groups but there is no breakdown by project and trying to present to his community that they would give up a taxing capacity.

Chair Washington interrupted Commissioner White to allow Steve DeBaun, Legal Counsel, to comment.

Steve DeBaun clarified that several years ago the Commission secured a legislative change that exempted the transportation sales tax from the max tax calculation so this sales tax if it were adopted would not erode the city's ability to be able to impose its own local tax.

In response to Commissioner White's clarification that it would not affect the legal tax capacity, but it would affect the political tax capacity, Anne Mayer replied yes.

Commissioner White expressed concern at its November Commission meeting the Commission voted against the proposal at that point, as Commissioner Welch and he were concerned of the new format of the competitive bids and the process that smaller cities are going to be impacted. He stated somewhere in the staff report it brings it up that it was a concern but there was nothing about how it would be addressed. Commissioner White explained as a small city he is aware when they want to get projects prepared for the priority list to move up staff will be requesting the prep work to be done first and to be the most prepared. He expressed concern the cities his size and smaller are putting together projects to do the prep work not knowing whether those smaller cities are going to get prioritized or prioritized years down with the new strategy and the new process.

Anne Mayer referred to Commissioner White's last comment and explained in the framework, which is in the next item on the agenda, staff tried to capture that concern and certainly hearing what Commissioner White commented on today is important feedback. Staff considers the framework will be the text of a Traffic Relief Plan staff can expand on that and the intent is to give more detail in order to have more assurances. Anne Mayer referred to Commissioner White's comment about the projects in the Pass Area and stated this list is comprehensive and the projects are not listed in order. The number that is on the list is not priority since there were so many projects staff numbered them so they can track these projects. She explained this is in the agenda item so that people will readily understand which projects are in their area staff was requested by the committee to summarize the projects by supervisorial district. The projects are also broken out by countywide as well. Anne Mayer explained in the polling, in the focus group discussions, and at the Traffic Relief Strategy Committee, the Pass Area connects the different geographic areas of the County. There are individuals in the Coachella Valley just as concerned about I-10 as the people who live in the Pass Area and vice versa, there are people as Commissioner Kotyuk commented about the SR-79 Realignment project in

the San Jacinto Valley. She stated staff hears from people in that valley the connections along I-10 and the I-10/SR-79 Interchange are of great importance.

Commissioner White expressed appreciation to Chair Washington for giving him the latitude and the time. He requested to have more data breakdown before he can approve this and to help his community since the revenue is broken out the next 30 years is to see where that revenue is coming from in order to get a better idea of how staff is coming up with those numbers.

Commissioner Kevin Jeffries expressed gratitude to Anne Mayer and staff for meeting with him and his staff to walk through these plans. He stated that staff is in a tough spot in having the obligation to identify what all the projects are and try to find the revenue for these projects. Commissioner Jeffries expressed strong concern for losing confidence in the management team as a result of what occurred at the January 2019 Commission Annual Workshop and 2019 has not been a good year for him with the Commission due to not being able to ask questions at the workshop, which deteriorated from there. He explained it will take a little time to get the confidence that the Commission is on the right track with the team in place, although he recognizes how difficult it is going to be. Commissioner Jeffries expressed concern to assume the Commission is not going to propose raising a sales tax, as there are consultants already in place who are studying revenue enhancements, surveying residents about revenue enhancements, there are plans in the agenda to build new projects based on those enhancements or tax increases. The vote today is a start towards that path but do not pretend this Commission is not on that path. He expressed strong concern since he understands the tolls are back on the 91, adding another lane is also one of the concepts, which the 91 Express Lanes project was over \$1 billion and lots of private property loses on the 91 to accomplish that.

Chair Washington stated Commissioner Bailey was trying to get some accurate information regarding the toll lanes.

Commissioner Jeffries clarified when looking at this item in the agenda packet it is toll lanes. He expressed the Commission is on a path and the Commissioners are aware the Commission needs revenues, and either the Commissioners support it or they do not. He inquired how the Commission will appease a segment of the community that is more concerned about preserving and protecting open space. It is going to be difficult to convince the environmental community that there are benefits to adding a sales tax increase that does nothing to acquire open space land. He discussed how the RCA is about to receive the last batch of funding from the Commission and how the RCA does not have funds to acquire land moving forward, and the push back from a number of environmental groups due to the Commission's projects and funding that does not appear to fund any new open space.

Anne Mayer stated there is an attachment in the agenda item that refers to the delivery plan the Commission approved in July 2019 that did contain express lane on the 91, SR-

60, and I-215. The Commission halted those studies and none of that is moving forward at this time so that was just a reference attachment. She explained there are no express lanes proposed in the Traffic Relief Plan and referred to the list item number 119 additional lane on the 91, which was added at the Traffic Relief Strategy Committee meeting. Anne Mayer stated staff understood that it was intended to be a general-purpose lane and the cost is either \$1.4 or \$1.5 billion, it is on the list shown in green and she would defer to Commissioner Bailey as to whether that is in their interest.

Chair Washington expressed from the beginning he has stated what his position is on the sales tax increase, but suggested he does not believe that should prevent discussion, it is prudent, and staff has prepared the agenda item for the Commissioners' review. He stated Anne Mayer noted there will not be a vote until June 2020 of whether to proceed with that sales tax proposal. Chair Washington explained although he expressed that he is opposed to the sales tax increase there is no problem with having that discussion.

In response to Commissioner Bailey's clarification about what staff is asking the Commissioners to do today, Anne Mayer replied staff is asking the Commission to look at the draft investment list and to inform staff if this investment list reflects the right type of investments the Commissioners wants to see in Western Riverside County. It is intended to prioritize the investments the Commissioners suggest are necessary for the economic growth of the County. Anne Mayer explained this list with the 12 projects that were added at the committee totals over \$10 billion so staff is asking the Commissioners if that dollar amount is acceptable. If there are projects on this list that are not what they want in their jurisdiction then staff needs to know.

Commissioner Bailey stated the Commissioners needs to whittle this down to a manageable and feasible list, which aligns to the potential revenue the Commission is going to receive from the measure. He explained one of the largest expenditures on the list specific to Riverside would be the additional lane on SR-91, which he does not support although respects the public process the Commission will go through in the next several months. Recently the city council voted not to support toll lanes and suggested they will not support an additional lane on the 91 either due to the expense of it. He stated from a Riverside prospective they are going to go through the process and listen to the new council that is seated, as well as the public from Riverside, but suggested there will not be support of an additional lane on SR-91. Commissioner Bailey suggested Riverside would support more regional projects that increase the efficiency and effectiveness of the east/west corridors that would support transportation movement across the County. Specific to the 91 there is a couple of improvements that Riverside supports is the extension of the eastbound lane of the 91 to Tyler Street. Item number 33 the SR-91 lane addition at I-15 to Pierce Street if that is both directions east to west. Anne Mayer replied yes.

Commissioner Bailey reiterated Riverside would support that piece of the 91 addition and that is I-15 to Pierce Street, eastbound lane to Tyler Street, and adding westbound lane

between I-15 and Pierce. He supports the regional approach and in looking at ways to improve the system overall versus putting more capacity on the 91. He expressed concern in looking at the polling numbers that one of the biggest questions and responses was the local roads and potholes and suggested to look at some set aside or return to source for removing potholes and safety issues on the local streets and roads.

Anne Mayer replied it would be helpful for the Commissioners to share their thoughts with staff today about what they want. She requested to display the local streets and roads slide and stated there is a category for street repairs, safety improvements, traffic signal synchronization, and safe routes to schools, which are broad categories. She discussed speaking with all the public works directors at the December 9 Technical Advisory Committee meeting about how staff would be able to structure that of a set aside in these categories, and set up a process where there would be supplemental funds to tackle these kinds of projects. She suggested if there were any direction about a specific percentage today it would be helpful.

Commissioner Michael Naggar explained as a member of the Traffic Relief Strategy Committee and after several meetings this committee voted to put this out to the Commission, he wanted to highlight some of the conversations that caused the result today. He clarified this is simply a list of important projects that many of the Commissioners have identified in the past. It was discussed the Commission cannot fund every project on this list, but also thought that having it on the list would provide a goal to aim for. He explained another discussion the committee had is if the Commission is going to be able to accomplish these goals and the Commission cannot do business as usual, as that model does not work to accomplish this. He expressed the Commission has to work as an entire County and in doing so some cities are going to get more than other cities, however if and when the measure passes it will be important for this Commission to create a plan. This plan will determine on what criteria infrastructure projects are done and as Anne Mayer mentioned maybe it is economic development. He then discussed the broad range of the meaning of economic development, which is just one concept of a plan and of the discussion that this Commission would have. Commissioner Naggar explained the committee also discussed was to the degree possible all cities must begin to collaborate with their neighboring cities for local roads, get out of the box, and be aggressive. He discussed the collaboration that is currently occurring between Temecula and Murrieta. Commissioner Naggar referred to Commissioner Jeffries' comment, stated he supports open-space, and suggested all the Commissioners can appreciate the importance of open-space so if it can be put in the plan and it works certainly it should be considered. He then discussed how the initial Measure A became a political process.

Commissioner Bob Magee concurred with Commissioners Bailey and Jeffries' comments regarding SR-91 through Riverside and suggested it is going nowhere, but the Commission will go through the process. He concurred with some of the concerns from Commissioner White and stated they are valid, as the Commission could join this process and then run out of money. He expressed this happened with the I-15 as the I-15 project does not have

enough funding on the initial measure to get to Lake Elsinore. He explained the Commission has to keep this list and have a comprehensive list in order to give the Commission flexibility to make moves and shift money in different directions. Commissioner Magee expressed who would have thought that SB 1 would lead to \$426 million going to freeway improvements in north/west Riverside County, which allowed the Commission to shift funds elsewhere and to complete parts of I-15 and SR-91 that the Commission could not believe it could complete. He discussed the various TIGER Grants, TIFIA loans, the French Valley Grant where the Commission can apply and get more funds and keep the local funds somewhere else. He expressed the list gives the Commission flexibility and it is unknown what the RCA is going to do, or what the resource agencies are going to do, or the environmental community.

Commissioner Jeff Hewitt concurred with Commissioner Magee's comments and suggested that the tax measure will not pass whether he is for it or not. He explained what this list does is it gives the Commission those priorities and it is a process due to each of the individual entities with their own desires and needs. Commissioner Hewitt stated as a Commission it will be difficult due to having more people and more needs. He explained not having a problem with this list and the Commission has spent a lot of time getting to this point, and it is not done. Commissioner Hewitt noted he will be dealing with not only Commissioner White, but a lot of other civic leaders in his district and this is the process and there will be some political force and some pressures, which is all part of the process. Commissioner Hewitt expressed this addresses the Commission's needs and he supports it.

Commissioner Wes Speake concurred with some of the Commissioners comments and stated the Commission needs to have a stake in the ground as this is important and there needs to be a plan whether the Commission will have to come up with \$10 billion. He expressed these are state and federal highways and they have a responsibility too and the Commissioners should be holding them responsible for doing those things. He suggested more pressure on the state and federal representatives as it is time for them to step up as well, and the Commission cannot ask them if the Commission does not have a stake in the ground. He explained he put the 91 on the project list and specifically did not say he did not want it to be a toll lane, as general-purpose lanes are needed and he referred to Commissioner Bailey and stated if that is something that is not needed to be on the list he is welcome to remove it. Commissioner Speake explained this is as a wish list and there cannot be a discussion until the Commission has everything to look at. He discussed how people criticize government due to lack of planning and this push and pull between getting all these projects on the list and figuring out what all is fiscally responsible. He concurred with Commissioner Jeffries and stated this is going to be used as a tool as it has to be, as the Commission has to have this. He suggested it is important to have as many of these things as possible and then have these discussions as revenue is identified. Commissioner Speake also concurred with Commissioner Magee's comment and stated those projects were going nowhere and something changed. It is necessary to



show their constituents the Commission is planning at the same time the Commission needs to push the state and federal government to demand for help.

Chair Washington clarified in terms of a motion and a second is for the Commission to approve staff's recommendation and that Commissioner Bailey is requesting to remove the additional lane on SR-91, which needs to be included in that motion.

**M/S/C (Naggar/Berkson) to approve a 30-year planning horizon and investments in projects and services to be included in a draft Western Riverside County component of the Traffic Relief Plan; and  
*Remove the additional lane on SR-91 from the list under Highways.***

**No: Jeffries and White**

## **9. COUNTYWIDE TRAFFIC RELIEF PLAN DRAFT FRAMEWORK**

Aaron Hake, External Affairs Director, presented the Countywide Traffic Relief Plan draft framework, highlighting the following areas:

- Traffic Relief Plan development so far – Vision, goals, objectives; revenue estimate; structure; and investments
- March 2019 – January 2020: Gathered input –Public: qualitative, Commission, TRS Committee, city managers, County TLMA; January 2020 draft plan
- Traffic Relief Plan Development in 2020 – January – April 2020: Input received will be amplified; Final Plan in June 2020
- Traffic Relief Plan: Draft Framework
  - Outline
  - Commission-approved elements
  - Use Successful elements of current Measure A expenditure plan
  - Aims to respond to TRS Committee and Commission dialogue so far
    - Internal connectivity within Riverside County
    - Equity for smaller communities
    - “Disadvantaged communities”
    - Local streets and roads in the Coachella Valley
- Commission feedback addressed:
  - Internal connectivity within Riverside County
    - 79, MCP, Ethanac, Cajalco
    - Bring jobs home
    - Major local roads
  - Equity for smaller communities
    - Maintenance and basic infrastructure – needs/merit-based prioritization by the Technical Advisory Committee
    - Trust & accountability policy: equity for small and rural communities

- “Disadvantaged communities”
    - Added language to third expenditure category: “Underserved and rural communities”
  - Local streets and roads in the Coachella Valley
    - CVAG incorporating feedback into proposed maintenance program
- Traffic Relief Plan: Draft Framework
  - Questions for the Commission:
    - Does the framework head in the right direction?
    - What remaining issues should be addressed for the draft Plan?

Commissioner Jan Harnik stated understanding that this is the pre-draft draft plan there was an important issue raised and it was easily addressed. She referred to page 4 of the draft Traffic Relief Plan the last bullet under the Coachella Valley and stated it is about creating consistency across the Coachella Valley’s regional roadways. Commissioner Harnik explained it would be prudent and it has been heard from many of the colleagues in the Coachella Valley creating consistency and equity across the Coachella Valley’s regional roadways. She noted just adding “and equity” is important and another issue is that it is important to know they are working with CVAG as they need to handle some sort of expenditure plan for O & M that will be helpful, which was heard when doing the #RebootMyCommute and the polling. Commissioner Harnik explained it was discussed at the November Commission meeting about the TPPS, which is a great tool and allows the Commission to be flexible as it is uncertain what will happen in 10 years. She noted hearing what is going on in Commissioner White’s area and eight years ago what is being seen as far as the growth with housing and the need for transportation and infrastructure. The TPPS allows the Commission not just to react but also to respond to those needs.

Commissioner Bailey stated in the draft Traffic Relief Plan he did not find specifically trucks. He expressed the trucks are here and the Commission has an incredible Climbing Lane Project in the Pass Area that will relieve pressure and asked where are there other pressure points in the County related to trucks. He noted there is a pressure point specifically in Riverside the winding portion of 215/60 as it goes up in through Moreno Valley and there are warehouses that continue to be built along those corridors. He suggested the Commission look specifically at truck lanes especially in the future to separating and or providing dedicated truck lanes for the goods movement on the County’s system.

Aaron Hake replied staff will incorporate an element of that in the structure going forward. He suggested in the western county section of the plan on page 5 it gets into congestion reduction and names each of the corridors and will have further discussion about it. In each of those corridors, Commissioner Bailey mentioned 215/60 as needing to address that issue in those areas and any other areas.

Commissioner Bailey stated he is certain staff can look at the numbers in term of the pinch points to locate where else they are in the County, but especially around the warehouses and future warehouses that are being planned.

Commissioner Andrew Kotyuk expressed appreciation to see the intercountry connections as a priority in this. He explained when he first came on and was looking at the county transportation element the Commission had all the pieces, the boundaries to other counties, the desert region, and the intercountry connections between those areas. The intercountry over the last decade or two have lagged due to environmental and other concerns. Commissioner Kotyuk stated in Coachella it is phenomenal the economy and the tourism that is being driven, it is impressive and is a goal marked for Riverside County. He explained there is the heavy traffic on I-10 going westbound to SR-79 or SR-60 also going westbound to Coachella and it is the same way going eastbound. He discussed when the County built this transportation people before the current elected officials they built the I-10, SR-60, and SR-79 corridor as that main artery and how it is the only connection point to relieve traffic and get out to the desert. He explained as a priority now in order to keep jobs here, grow those industries, connect, and expand what Coachella has really means less people going out of the highway out of the County. There is the infrastructure piece as a tie into it Ethanac, MCP, Clinton Keith as these pieces all interconnect to feed that artery. He expressed appreciation SR-79, which is the first piece to interconnect and be a part of that artery, but the focus going forward for the next 10-20 years Riverside County is going to continue to grow, however it is to keep those dollars and employees here in the County and not commuting. He expressed gratitude to staff for a great job.

Chair Washington concurred with Commissioners Kotyuk and Harnik's comments about what was heard from people during the #RebootMyCommute. He explained some of the requests were beyond what this Commission can do, but the infrastructure plans the Commission promotes and produce can assist in creating jobs. He stated hearing Commissioner Jeffries frequently express how there is lots of money being spent helping people leave Riverside County and over the last 18 months, there has been more of a focus on movement of people and goods within this County. He discussed the challenges on the 91 getting into Orange County and some significant challenges on the I-15 down the southwest corner going north, southbound, and working with Orange County as it relates to the toll lanes.

Commissioner Russell Betts concurred with Commissioner Bailey's comments regarding trucking and goods movement and suggested it is important to go into the plan. He explained it is not just moving through the County, but also in and about for example California does a better job than most states in providing truck parking. He suggested as the Commission is looking at goods movement and transportation through the County the Commission needs to consider these trucks need to stop and find a place to park.

Commissioner Kotyuk expressed appreciation for Commissioner Betts' comments and stated what is not in the plan is emphasis on interconnectivity with the International Airport in the County. There is constantly people and tourism leaving to other counties to connect in and out but there is a great airport in Palm Springs and mentioned about the promotion of Uber that can connect with Metrolink now and Lyft. He explained there should be an emphasis on how to connect to the only International Airport.

Commissioner V. Manuel Perez expressed appreciation for the discussion and concurred with Commissioner Harnik's comments as well as the Commissioners from mid county. He stated that to some degree there are people that might have to travel out of Coachella Valley to come to Riverside and other areas of the County. For the most part, it is people traveling from the east side of the Coachella Valley to the west side of the Coachella Valley or vice versa. He explained obviously ensuring the Commission has the funding necessary for the infrastructure that is necessary to help people get to their job sites. Also, the issue of equity was brought up earlier and expressed appreciation of the conversation that occurred on December 10, and knowing that the Commission is trying to build a culture of understanding when it comes to equity and understanding over the course of decades there has been neglect in certain areas that have been disadvantaged. He stated moving forward with having that historical context the Commission is going to do their best to be balanced, whether it is the Palm Springs International Airport and ensuring the Commission has that corridor will be good. He noted there is the Thermal Airport, which he sees in the future will be able to bring in people from different parts of the country, or from Mexico, or other areas. He explained areas such as North Shore, the Salton Sea, Mecca, Oasis, Thermal, Coachella, and Indio that to some degree there has been a level of neglect through policy. He expressed appreciation where the Commission is going at Coachella Valley with the leadership of CVAG's Executive Director Tom Kirk as yesterday's conversation was great and looks forward to continuing that type of conversation understanding the value the principle of equity being the underlying theme and ensuring to be able to work together and moving forward to prioritize projects.

**To provide recommendations and direction to staff on the draft framework of the Countywide Traffic Relief Plan (Plan) in preparation for public circulation of the Plan in January 2020.**

#### **10. PRESENTATION OF DRAFT CONNECT SOCAL**

Darren Chidsey presented the SCAG Draft Connect SoCal, highlighting the following areas:

- Connect SoCal and how Riverside's work connects to the broader Southern California transportation network and economy
- Connect SoCal plan is a Regional Transportation Plan and bringing the 191 cities and 6 counties and all the other partners to come together to touch on the following issues: Mobility choices, robust economy, safe & healthy environment,

improved air quality, maximize infrastructure, climate change adaption, diverse types of houses, land conservation, community, and disaster resiliency

- Laws that guide the plan – Developing a Regional Transportation Plan; keeping up with clean air act requirements; monitoring system performance; developing a sustainable communities strategy; and hitting specific targets for greenhouse gas emissions
- How we got here – Local engagement: One-on-one engagement with local jurisdictions and County Transportation Commissions; Regional planning working groups and community based organizations; and public workshops, street teams, tele-town hall, advertisements and survey
- Planning process: Fall 2017 to spring 2019 update data; Summer 2019 transportation financial analysis, issues exploration, update planning assumptions, land use/transportation scenarios development; Fall 2019 compile/analyze draft Connect SoCal, develop program environmental impact report (PEIR); Winter 2019-2020 release draft Connect SoCal and PEIR and public outreach and comment period; and April 2020 approve draft Connect SoCal & PEIR
- Where have we grown – SCAG Region Household Growth 2008-2016
- How we travel regionally today
- Our challenges: 100 hours stuck in traffic; 1,500 annual traffic fatalities
- Planning for 2045 – growth forecast
- Planning for 2045 – our changing age structure: 1 in 5 people will be age 65+
- How Riverside County will grow
- Core vision – Complete streets; looking at sustainable development; demand and system management; transit backbone; system preservation and resilience; and goods movement
- Key connections – Smart cities and job centers; housing supportive infrastructure; go zones; shared mobility and mobility as a service; and accelerated electrification
- Insufficient core revenues to meet system needs – Draft total SCAG Region system needs: \$638.6 billion
- New revenue sources to complete the funding gap
- Benefits of plan implementation – greenhouse reduction targets with a 19 percent reduction by 2035; reducing congestion and delay
- Job creation benefits – Plan investment and enhanced economic competitiveness
- Plan benefits for Riverside County – Reduces vehicle miles traveled; employment impact; land consumed; household cost savings; and projected daily delay improvements
- Connect SoCal:
  - Is a transportation infrastructure investment strategy that will impact Southern California and beyond
  - Will invest over \$638 billion on transportation improvement projects
  - Will locate housing, jobs and transit closer together in priority growth areas while preserving natural lands and open spaces

- Will link the built environment and transportation system with policies, projects and programs that strengthen and enhance each other beyond what each would accomplish in isolation
- Will deliver significant benefits to the region with respect to mobility, safety, health outcomes, travel time reliability, air quality, economic productivity, environmental justice, and transportation assets
- Will generate approximately 362,700 jobs annually
- Connect SoCal is a compass, vision, and platform
- What's next

At this time, Commissioner Jeffries left the meeting.

Commissioner Speake expressed appreciation for the presentation and stated if the Commission is talking about transportation and he saw very little on economic development and getting jobs, which was mentioned. He suggested seeing more of that because if people cannot work where they live the roads cannot be built fast enough. If the focus is not going to be figuring out a way to bring jobs into Riverside County there are employers in Los Angeles and Orange Counties paying people's toll fees, which does not help get people off the street. Commissioner Speake suggested the County should work as a recruiting firm, as there is a tremendous amount of talent in Riverside County and they drive elsewhere to other counties. Until the Commission understand who lives in this County and what they do, the Commission is doubling down. He explained that in the plan Costa Mesa had 10,000 or 7,500 units and San Jacinto had approximately 12,000 units and as a developer where is it cheaper to build. He appreciates this as it is a compass and hopes the Commission can find ways to push it in a few other directions.

Commissioner Lisa Middleton concurred with Commissioner Speake and referred to the slide about the number of trips that are taken by individuals alone in a car to work. She stated that in looking at where people are traveling otherwise they are generally traveling with someone else. This is going to have to come back to the employer to create a transportation network for their employees that get them to their employment without traveling alone in a vehicle. She explained those employers who do a better job of making it possible for their employees to get to work in a communal fashion on public transportation need to be incentivized and then rewarded to do that. So long as the Commission leaves employers out of the conversation when it comes to how people get to work, she suggested the Commission will never be successful.

Commissioner Harnik expressed appreciation for the presentation, as there was a lot of work that went into this plan. She represents the Commission at SCAG and stated there was a lot of consideration and input. She explained what they came up with when they looked at this is part of the reason when looking at the Nexus between Southern California and RHNA numbers it made sense to adopt a formula that Commissioner Bailey came up with. Commissioner Harnik expressed transportation is critical and land planning is a big piece of that so when talking about developers and suggesting they are the problem what

the Commission has to remember is the cities are the people who zone and make the plans. She suggested looking at that through the city and community's and making those plans that will be best for their communities and for the community members.

**Receive and file a presentation from the Southern California Association of Government (SCAG) regarding the Draft Connect SoCal.**

**11. ELECTION OF RIVERSIDE COUNTY TRANSPORTATION COMMISSION OFFICERS AND APPOINTMENT OF EXECUTIVE COMMITTEE MEMBERS**

Chair Washington opened the nominations for Chair, First Vice Chair, and Second Vice Chair. The Second Vice Chair position needs to be a County Supervisor.

Commissioner Harnik, seconded by Commissioner Spiegel nominated Commissioner Perez for Second Vice Chair for 2020. No other nominations were received.

Commissioner Naggar concurred and clarified about a motion for Chair and Vice Chair for 2020, and suggested to amend that motion.

Chair Washington clarified with legal counsel if the elections can be done with one motion and second.

Steve DeBuan replied yes.

At this time, Commissioner Harnik withdrew her nomination.

Chair Chuck Washington, seconded by Commissioner Karen Spiegel, nominated Commissioner Ben Benoit for Chair, Commissioner Jan Harnik for Vice Chair, and Commissioner V. Manuel Perez for Second Vice Chair. No other nominations were received.

Abstain: Benoit, Harnik, and Perez

Chair Washington closed the nominations. Ben Benoit was elected as the Commission's Chair, Jan Harnik as Vice Chair, and V. Manuel Perez as Second Vice Chair for 2020.

**12. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION**

There were no items pulled from the Consent Calendar.

**13. COMMISSIONERS/EXECUTIVE DIRECTOR'S REPORT**

Chair Washington expressed gratitude working with Anne Mayer this year as she works hard for the Commission. Anne Mayer expressed appreciation for Chair Washington's comment.

Chair Washington announced the committee meetings are cancelled for December 23<sup>rd</sup>.

**15. ADJOURNMENT**

There being no further business for consideration by the Riverside County Transportation Commission, Chair Washington adjourned the meeting at 11:30 a.m. The next Commission meeting is scheduled to be held at 9:30 a.m., Wednesday, January 8, 2020, Board Chambers, First Floor, County Administrative Center, 4080 Lemon Street, Riverside.

Respectfully submitted,

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

Lisa Mobley  
Clerk of the Board



# **AGENDA ITEM 7A**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Michele Cisneros, Deputy Director of Finance
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Quarterly Financial Statements

**STAFF RECOMMENDATION:**

This item is for the Commission to receive and file the Quarterly Financial Statements for the three months ended September 30, 2019.

**BACKGROUND INFORMATION:**

During the first three months of the fiscal year, staff monitored the revenues and expenditures of the Commission. The first quarter of the fiscal year is primarily directed toward completing fiscal year-end closing activities for the prior year. Staff expects most of the categories to present a more realistic outlook beginning in the second quarter.

The operating statement shows the Measure A and Local Transportation Fund (LTF) sales tax revenues for the first quarter at 7 percent of the budget. This is a result of Governmental Accounting Standards Board (GASB) Statement No. 33, *Accounting and Financial Reporting for nonexchange Transactions*. GASB Statement No. 33 requires sales tax revenues to be accrued for the period in which they are collected at the point of destination or sale, as applicable. The California Department of Tax and Fee Administration (CDTFA) collects the sales tax funds and remits these funds to the Commission after the reporting period for the businesses. This creates a two-month lag in the receipt of revenues by the Commission. Accordingly, these financial statements reflect the revenues related to collections for July 2019.

On a cash basis, the Measure A and LTF sales tax receipts are 10.57 and 16.42 percent higher, respectively, than the same period last fiscal year. This is primarily a result of the resolution of processing issues encountered by the CDTFA and its implementation of a new centralized revenue opportunity system in late Fiscal Year 2017/18 and early FY 2018/19. This had a direct impact on the fluctuation of cash payments received by the Commission from CDTFA. The CDTFA appears to have resolved the issues, as reflected in this operating statement.

Federal, state, and local reimbursements are generally on a reimbursement basis. The Commission will receive these revenues as eligible project costs are incurred and invoiced to the respective agencies. The negative revenue amounts for federal and state reimbursements reflect the reversal of FY 2018/19 accrued revenues at the beginning of FY 2019/20 in excess of amounts

billed during the first quarter. Reimbursement invoices for expenditures for the first quarter will be prepared and submitted in the second quarter.

During the FY 2019/20 budget process, the Commission conservatively estimated Transportation Uniform Mitigation Fee (TUMF) revenues of \$25 million passed through from the Western Riverside Council of Governments (WRCOG). The Commission received the July and August 2019 TUMF receipts during the first quarter. Staff expects the September 2019 TUMF receipt in the second quarter.

Toll revenues budgeted at \$36.1 million represents conservative projected toll transactions for the RCTC 91 Express Lanes operations based on estimated toll transactions and current traffic and revenue data. The operating statement shows toll revenues at 42 percent of the budget and toll violations and fee revenues at 41 percent of the budget. The RCTC 91 Express Lanes toll transactions have exceeded initial expectations. Staff anticipates submitting a mid-year budget adjustment in the second quarter to increase the estimated toll revenues based on the recent *Investment Grade Traffic and Revenue Study, Investment Grade Study Refresh 2018*.

The operating statement shows other revenues at 29 percent of the \$553,000 budget and reflects property management lease revenues.

The operating statement shows investment income at 14 percent of the \$12.8 million budget. The Commission does not receive the first quarter earned investment income from the Riverside County Treasurer's Pooled Investment Fund until the second quarter. Staff expects the second quarter investment income to be in alignment with the FY 2019/20 budget.

The expenditures/expenses and other financing sources/uses categories are in line overall with the expectations of the budget with the following exceptions:

- Salaries and benefits at 58 percent of the budget reflect the one-time disbursement to fund the Commission's California Public Employees Retirement System net pension liability of \$8.6 million. Staff will submit a mid-year budget adjustment in the second quarter to increase the estimated \$8.1 million budget approved by the Commission in June 2019 by \$500,000 for the final actuarial determined net pension liability;
- Professional services are under budget primarily due to unused budget authority for rail operations and development activities, highway general legal services, toll operations, public outreach activities, and audit fees;
- Program operations are under budget due to unused budget authority for the toll operations, motorist and commuter assistance program operations, highway and rail program management, and station security;
- The status of significant Commission capital projects (engineering, construction, design-build, and right of way/land) with budget amounts exceeding \$5 million is discussed in the attachment;
- Operating and capital disbursements are made as claims are submitted to the Commission by transit operators;

- Special studies unused budget authority is related to feasibility studies;
- Local streets and roads expenditures are related to Measure A sales tax revenues. These financial statements reflect the turnback payments through July 2019;
- Regional arterial expenditures primarily represent expenditures for the highways and regional arterial program administered by Coachella Valley Association of Governments (CVAG). CVAG requests reimbursements from the Commission based on available funds and sufficient budget authority;
- Debt service principal payments are made annually on June 1, while debt service interest payments are made semiannually on December 1 and June 1. On a quarterly basis in the RCTC 91 Express Lanes Enterprise Fund accounting records, the Commission records accrued interest including compounded interest on the 91 Project Transportation Infrastructure Finance and Innovation Act (TIFIA) loan and accreted interest on the 2013 Toll Revenue Bonds Series B (capital appreciation). However, \$5.4 million of the \$7.2 million interest cost for the first quarter will not be paid in the current year and therefore is not included in the FY 2019/20 budget;
- Capital outlay expenditures are under budget due to unused budget authority for office and property improvements for the I-15 Express Lanes project, station rehabilitation, toll operations transponders, and Commission office, network, hardware, and software improvements;
- Depreciation is recorded as part of the accrual adjustments in the RCTC 91 Express Lanes Enterprise Fund accounting records, however such depreciation is not paid and therefore is not included in the FY 2019/20 budget; and
- The Commission entered into a loan agreement with the U.S. Department of Transportation for a \$152.5 million TIFIA loan to pay eligible I-15 Express Lanes project costs. Proceeds of the TIFIA loan may be drawn upon after certain conditions have been met. Through the first quarter, the Commission drew down 14.9 million in TIFIA loan proceeds. During construction of the I-15 Express Lanes project and for a period of up to five years following substantial completion, interest is compounded and added to the TIFIA loan. TIFIA debt service payments are expected to commence in June 2025, which is approximately five years after substantial completion of the I-15 Express Lanes project, through 2055.

Attachments:

- 1) Quarterly Project Status – September 2019
- 2) Quarterly Financial Statements – September 2019



RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
 QUARTERLY PROJECT STATUS  
 1ST QUARTER  
 FOR THREE MONTHS ENDED 9/30/2019

Project Description	FY 2019/20 1 <sup>st</sup> QUARTER BUDGET	EXPENDITURES THROUGH 1 <sup>st</sup> QUARTER	Project Status
<b>91 Project (P003028)</b> The project connects with Orange County Transportation Authority's tolled express lanes at the Orange County/Riverside County line and continues approximately eight miles to the Interstate (I)-15/State Route (SR)-91 interchange. The project involves widening pavement on the outside of the existing highway to reposition general purpose lanes and repurposing the existing high occupancy vehicle lanes to accommodate two-tolled express lanes in the median in each direction. The 91 Project also involves constructing one new general purpose lane in each direction from SR-71 to I-15, ultimately providing two-tolled express lanes and five general purpose lanes in each direction. 91 Project development activities began in September 2007, construction work related to roadway and structures began in July 2014, and the toll lanes opened in March 2017. The total cost of the 91 Project is estimated at \$1.4 billion, including capitalized interest, debt service reserves, contingency, and cost of issuance. <b>The FY 2019/20 budget amount is \$26,295,400.</b>	\$1,622,000	(\$1,356,950)	The under run of the FY 2019/20 budget at the first quarter is due to accrual reversals for the Army Corps of Engineers Reach 9 project (\$1.7 million) and Caltrans (\$0.2 million), and an under run in the project and construction (PCM) contract (\$0.7 million).
<b>I-15 Express Lanes project (P003027)</b> The project will generally add two tolled express lanes in each direction from SR-60 to Cajalco Road in Corona. Project development activities began in April 2008, and lanes are expected to open to traffic in 2020. The total project cost is estimated at \$472 million, which includes \$42 million of contingency. <b>The FY 2019/20 budget amount is \$102,809,400.</b>	28,933,700	27,782,674	The under run of the FY 2019/20 budget at the first quarter is due to accrual reversals for COZEEP, flagging, and BNSF (\$0.5 million); and an under run in Caltrans extended oversight (\$0.7 million).

Project Description	FY 2019/20 1 <sup>st</sup> QUARTER BUDGET	EXPENDITURES THROUGH 1 <sup>ST</sup> QUARTER	Project Status
<b>15/91 Express Lanes Connector (P003039)</b> The 15/91 Express Lane Connector (ELC) project constructs an express lanes median direct connector from southbound I-15 to westbound SR-91 and from eastbound SR-91 to northbound I-15 in the city of Corona. The project also adds tolled express lanes in each direction of I-15 from the 15/91 ELC to Hidden Valley Parkway; adds a tolled express lane in each direction of SR-91 from east of Lincoln Avenue to the 15/91 ELC; extends the tolled express lane along eastbound SR-91 from I-15 to west of Promenade Avenue; and extends an eastbound auxiliary lane along SR-91 from west of I-15 to west of Promenade Avenue. The project also includes the addition of a toll collection system infrastructure along I-15 and SR-91. The estimated project cost is \$220 million and the project is partially funded by state funds allocated under Senate Bill (SB) 132 legislation. The connector is expected to open to traffic in 2022. <b>The FY 2019/20 budget amount is \$46,848,200.</b>	6,334,700	912,790	The under run of the FY 2019/20 budget at the first quarter is due to under runs in the design and widening of the Hidden Valley Parkway (\$4.6 million) and the PCM contract (\$0.7 million). The design-build contract is scheduled to be awarded in March 2020.
<b>I-15 Express Lanes Southern Extension (P003044)</b> The project will add express lanes between SR-74 and Cajalco Road. The estimated project cost is \$544 million with the Project Approval and Environmental Document (PA/ED) phase of work funded by federal Congestion Mitigation and Air Quality (CMAQ) funds and Measure A. <b>The FY 2019/20 budget amount is \$7,522,400.</b>	1,880,600	285,128	The under run of the FY 2019/20 budget at the first quarter is primarily due to an under run in the project approval/environmental documentation contract (\$1.3 million).
<b>Mid County Parkway (MCP) (P002302, P612302, P002320, &amp; P002317)</b> The environmental document for a new corridor from I-215 to SR-79 was approved in April 2015. The first design package is anticipated to be completed in FY 2018/2019. Construction of this new facility will be completed over many years as funding becomes available; the total project cost is estimated at \$1.3 to \$1.6 billion. <b>The FY 2019/20 budget amount is \$44,866,100.</b>	5,969,200	3,893,352	The under run of the FY 2019/20 budget at the first quarter is primarily due to the following for each project: <ul style="list-style-type: none"> <li>• MCP: Delayed billing for preliminary engineering and right of way acquisition and support (\$0.3 million).</li> <li>• MCP Placentia: Delayed billing from the final design contractor (\$0.6 million).</li> <li>• MCP Mitigation: Construction and construction support had minimal expenses in July. The bulk of the incurred costs covers five weeks from 8/19/2019 through 9/20/2019 (\$0.7 million).</li> </ul>



Project Description	FY 2019/20 1 <sup>st</sup> QUARTER BUDGET	EXPENDITURES THROUGH 1 <sup>ST</sup> QUARTER	Project Status
<b>Pachappa Underpass project (P003038)</b> The project will remove the Pachappa shoofly structure and associated retaining walls and construct a retaining wall, drainage, and track bed for the permanent Pachappa underpass. Track relocation will be performed by Union Pacific Railroad. The project construction cost is estimated at \$16 million. <b>The FY 2019/20 budget amount is \$16,745,000.</b>	177,100	132,996	The under run of the FY 2019/20 budget at the first quarter is minimal (\$44,000). The plan is to start construction in the third quarter, with the majority of work performed in the third and fourth quarters.
<b>SR-60 Truck Lanes (P003029)</b> The project will construct eastbound climbing and westbound descending truck lanes from Gilman Springs Road to west of Jack Rabbit trail and upgrade existing shoulders to standard widths. The estimated project cost is \$138 million and the project is funded by CMAQ, State Transportation Improvement Program/Regional Improvement Program, State Highway Operation and Protection Program, and 2009 Measure A highway funds. <b>The FY 2019/20 budget amount is \$69,680,300.</b>	2,494,300	2,111,013	The under run of the FY2019/20 budget at the first quarter is due to a slight delay in construction mobilization (\$0.4 million). The project is on schedule and will continue to ramp up in the second quarter.
<b>71/91 Connector Project (P003021)</b> The project includes ROW acquisition, utility relocation, and environmental revalidation work for improvements to the 71/91 connector. The estimated project cost is \$118 million. <b>The FY 2019/20 budget amount is \$7,375,700.</b>	993,900	279,674	The under run of the FY2019/20 budget at the first quarter is due to delayed billing from the final design contractor (\$0.6 million) and right of way acquisitions that did not occur (\$0.1 million).
<b>Riverside Layover Facility (P653822)</b> The project includes increased capacity and maintenance service improvements to Metrolink's West Layover Facility, north of the Riverside Downtown station. The improvements include expansion of the facility to accommodate three storage tracks with an overall storage capacity of three 6-train sets. The estimated project cost is \$5.3 million. The project is funded by Federal Transit Administration Section 5307. <b>The FY 2019/20 budget amount is \$6,630,100.</b>	702,000	32,756	The under run of the FY2019/20 budget at the first quarter is due to construction being delayed for the long lead time to procure a transfer switch (\$0.7 million).

This list discusses the significant capital projects (i.e., total budgeted costs in excess of \$5 million) and related status. Capital project expenditures are generally affected by lags in invoices submitted by contractors and consultants, as well as issues encountered during certain phases of the projects. The capital projects budgets tend to be based on aggressive project schedules.



## RIVERSIDE COUNTY TRANSPORTATION COMMISSION

## ATTACHMENT 2

## QUARTERLY BUDGET TO ACTUAL

## 1ST QUARTER

FOR THREE MONTHS ENDED 9/30/2019

	FY 2019/20 BUDGET	1ST QUARTER ACTUAL	REMAINING BALANCE	PERCENT UTILIZATION
Revenues				
Sales tax	\$ 321,050,600	\$ 22,970,006	\$ (298,080,594)	7%
Federal reimbursements	89,718,700	(2,612,513)	(92,331,213)	-3%
State reimbursements	160,596,100	(7,732,038)	(168,328,138)	-5%
Local reimbursements	9,957,900	778,933	(9,178,967)	8%
Transportation Uniform Mitigation Fee	25,000,000	928,436	(24,071,564)	4%
Toll revenues	36,138,300	15,035,788	(21,102,512)	42%
Toll violations and fee revenues	5,731,100	2,323,676	(3,407,424)	41%
Other revenues	553,000	159,302	(393,698)	29%
Investment income	12,790,700	1,826,522	(10,964,178)	14%
Total revenues	661,536,400	33,678,112	(627,858,288)	5%
Expenditures/ Expenses				
Salaries and benefits	19,396,500	11,252,965	8,143,535	58%
Professional and support				
Professional services	27,239,700	1,437,000	25,802,700	5%
Support costs	12,955,800	3,446,804	9,508,996	27%
Total Professional and support costs	40,195,500	4,883,804	35,311,696	12%
Projects and operations				
Program operations - general	31,475,500	3,925,345	27,550,155	12%
Engineering	23,736,000	(2,180,656)	25,916,656	-9%
Construction	156,316,000	8,454,486	147,861,514	5%
Design Build	139,291,500	28,865,091	110,426,409	21%
Right of way/land	93,413,500	1,268,454	92,145,046	1%
Operating and capital disbursements	203,436,400	29,126,899	174,309,501	14%
Special studies	1,096,000	65,554	1,030,446	6%
Local streets and roads	58,642,300	4,535,170	54,107,130	8%
Regional arterials	30,000,000	1,307,047	28,692,953	4%
Total projects and operations	737,407,200	75,367,390	662,039,810	10%
Debt service				
Principal	27,245,000	-	27,245,000	N/A
Interest	49,412,400	7,173,251	42,239,149	15%
Total debt service	76,657,400	7,173,251	69,484,149	9%
Capital outlay	6,545,600	470,974	6,074,626	7%
Depreciation	-	2,695,986	(2,695,986)	N/A
Total Expenditures/ Expenses	880,202,200	101,844,370	778,357,830	12%
Excess revenues over (under) expenditures/ expenses	(218,665,800)	(68,166,258)	804,274,486	31%
Other financing sources/ (uses)				
Transfer in	166,027,000	30,814,095	(135,212,905)	19%
Transfer out	(166,027,000)	(30,814,095)	135,212,905	19%
TIFIA loan proceeds	75,703,000	-	(75,703,000)	N/A
Total financing sources/ (uses)	75,703,000	-	75,703,000	N/A
Net change in fund balances	(142,962,800)	(68,166,258)	879,977,486	48%
Fund balance July 1, 2019	792,310,100	515,617,773	(276,692,327)	65%
Fund balance September 30, 2019	\$ 649,347,300	\$ 447,451,515	\$ 603,285,159	69%



RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
QUARTERLY BUDGET TO ACTUAL BY FUND  
1ST QUARTER  
FOR THREE MONTHS ENDED 9/30/2019

GENERAL FUND	SPECIAL REVENUE FUNDS										
	MEASURE A SALES TAX			TRANSPORTATION DEVELOPMENT ACT							
	FSF/SAFE	WESTERN COUNTY	COACHELLA VALLEY	PAJO VERDE VALLEY	LOCAL TRANSPORTATION FUND	STATE TRANSIT ASSISTANCE	STATE OF GOOD REPAIR	TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)	COACHELLA VALLEY RAIL	OTHER AGENCY PROJECTS	SBI 32
Revenues											
Sales tax	\$ -	\$ -	\$ 11,618,080	\$ 3,189,969	\$ 64,652	\$ 8,097,163	\$ -	\$ 142	\$ -	\$ -	\$ -
Federal reimbursements	(1,924,831)	-	(687,682)	-	-	-	-	-	-	-	-
State reimbursements	-	(499,259)	(1,808,780)	-	-	-	-	-	-	-	(5,423,999)
Local reimbursements	271	-	-	-	-	498	-	-	-	197,678	-
Transportation Uniform Mitigation Fee	-	-	-	-	-	-	-	928,436	-	-	-
Toll revenues	-	-	-	-	-	-	-	-	-	-	-
Toll violations and fee revenues	-	-	-	-	-	-	-	-	-	-	-
Other revenues	1,439	-	150,703	-	-	-	-	7,160	-	-	-
Investment income	-	-	228,108	38,361	-	76,724	-	76,723	-	-	-
Total revenues	(1,923,121)	(499,259)	9,500,429	3,228,330	64,652	8,097,163	77,222	1,012,319	-	197,678	(5,423,999)
Expenditures/Expenses											
Salaries and benefits	6,440,249	180,377	3,886,373	51,688	33	-	-	328,854	14,043	35,968	73,526
Professional and support											
Professional services	478,050	24,199	378,800	1,481	-	2,941	-	15,087	167,760	-	341,403
Support costs	711,636	151,700	1,489,637	-	-	-	-	295	-	-	-
Total Professional and support costs	1,189,686	175,899	1,868,437	1,481	-	2,941	-	15,382	167,760	-	341,403
Projects and operations											
Program operations - general	(10)	590,412	1,321,490	-	-	-	-	40,471	1,441	28,087	5,922
Engineering	-	-	360,676	-	-	-	-	193,192	42,585	41,258	(2,818,367)
Construction	-	-	3,789,579	-	-	-	-	-	-	-	4,664,907
Design Build	-	-	28,334,903	-	-	-	-	-	-	-	530,188
Right of way/land	-	-	(1,917,560)	-	-	-	-	2,971,927	-	516	213,571
Operating and capital disbursements	486,853	-	1,004,852	1,117,727	24,534,162	1,983,305	-	-	-	-	-
Special studies	65,554	-	-	-	-	-	-	-	-	-	-
Local streets and roads	-	-	3,354,029	1,116,489	64,652	-	-	-	-	-	-
Regional materials	-	-	-	1,307,047	-	-	-	-	-	-	-
Total projects and operations	552,397	590,412	36,247,969	3,541,263	64,652	24,534,162	1,983,305	-	3,205,590	44,026	69,861
Debt service											
Principal	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-
Cost of issuance	-	-	-	-	-	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-	-	-	-	-	-
Total debt service	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	77,078	-	377,864	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-
Loss on sale of land	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures/Expenses	8,259,410	946,688	42,380,643	3,594,432	64,685	24,534,162	1,986,246	-	3,549,826	225,829	3,011,150
Excess revenues over (under) expenditure s/expenses	(10,182,531)	(1,445,947)	(32,880,214)	(366,102)	(33)	(16,436,999)	(1,909,024)	142	(2,537,507)	(225,829)	91,849
Other financing sources/(uses)											
Transfer in	2,910,000	-	10,019,723	-	-	-	-	-	450,000	-	-
Transfer out	-	-	(13,485,632)	-	-	(2,910,000)	(450,000)	-	-	-	-
Debt proceeds	-	-	-	-	-	-	-	-	-	-	-
TRIA loan proceeds	-	-	-	-	-	-	-	-	-	-	-
Total financing sources/(uses)	2,910,000	-	(3,465,909)	-	-	(2,910,000)	(450,000)	-	450,000	-	-
Net change in fund balances	(7,272,531)	(1,445,947)	(36,346,123)	(366,102)	(33)	(19,346,999)	(2,359,024)	142	(2,537,507)	224,171	91,849
Fund balance July 1, 2019	29,124,269	10,501,511	253,925,602	56,410,474	562	91,541,353	107,469,411	6,680,556	109,653,332	3,071,729	17,017
Fund balance September 30, 2019	\$ 21,851,738	\$ 9,055,564	\$ 217,579,479	\$ 56,044,372	\$ 529	\$ 72,194,354	\$ 105,110,387	\$ 6,680,698	\$ 107,115,825	\$ 3,295,900	\$ 108,866

RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
 QUARTERLY BUDGET TO ACTUAL BY FUND  
 1ST QUARTER  
 FOR THREE MONTHS ENDED 9/30/2019

	ENTERPRISE FUND		CAPITAL PROJECTS FUNDS		
	TO LO OPERATIONS	COMMERCIAL PAPER	SALES TAX BONDS	DEBT SERVICE	COMBINED TOTAL
Revenues					
Sales tax	\$ -	\$ -	\$ -	\$ -	22,970,006
Federal reimbursements	-	-	-	-	(2,612,513)
State reimbursements	-	-	-	-	(7,732,038)
Local reimbursements	580,486	-	-	-	778,933
Transportation Uniform Mitigation Fee	-	-	-	-	928,436
Toll revenues	15,035,788	-	-	-	15,035,788
Toll violations and fee revenues	2,323,676	-	-	-	2,323,676
Other revenues	-	-	-	-	159,302
Investment income	578,456	292,526	500,694	34,930	1,826,522
Total revenues	18,518,406	292,526	500,694	34,930	33,678,112
Expenditures/Expenses					
Salaries and benefits	241,854	-	-	-	1,252,965
Professional support	-	-	-	-	-
Professional services	27,279	-	-	-	1,437,000
Support costs	1,093,536	-	-	-	3,446,804
Total Professional and support costs	1,120,815	-	-	-	4,883,804
Projects and operations					
Program operations - general	1,937,532	-	-	-	3,925,345
Engineering	-	-	-	-	(2,180,656)
Construction	-	-	-	-	8,454,486
Design Build	-	-	-	-	28,865,091
Right of way/land	-	-	-	-	1,268,454
Operating and capital disbursements	-	-	-	-	29,126,899
Special studies	-	-	-	-	65,554
Local streets and roads	-	-	-	-	4,535,170
Regional arterials	-	-	-	-	1,307,047
Total projects and operations	1,937,532	-	-	-	75,367,390
Debt service					
Principal	-	-	-	-	-
Interest	7,173,251	-	-	-	7,173,251
Cost of issuance	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-
Total debt service	7,173,251	-	-	-	7,173,251
Capital outlay	16,032	-	-	-	470,974
Depreciation	2,695,986	-	-	-	2,695,986
Loss on sale of land	-	-	-	-	-
Total Expenditures/Expenses	13,185,470	-	-	-	101,844,370
Excess revenues over (under) expenditure/expenses	5,332,936	292,526	500,694	34,930	(68,166,258)
Other financing sources/(uses)					
Transfer in	-	-	-	17,434,372	30,814,095
Transfer out	-	(3,538,582)	(10,429,881)	-	(30,814,095)
Debt proceeds	-	-	-	-	-
TIFIA loan proceeds	-	-	-	-	-
Total financing sources/(uses)	-	(3,538,582)	(10,429,881)	17,434,372	-
Net change in fund balances	5,332,936	(3,246,056)	(9,929,187)	17,469,302	(68,166,258)
Fund balance July 1, 2019	(274,596,300)	23,091,659	88,561,805	11,437,149	515,617,773
Fund balance September 30, 2019	\$ (269,263,364)	\$ 19,845,603	\$ 78,632,618	\$ 28,906,451	\$ 447,451,515

# **AGENDA ITEM 7B**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Theresia Trevino, Chief Financial Officer Michele Cisneros, Deputy Director of Finance
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Fiscal Year 2019/20 Mid-Year Revenue Projections

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve the mid-year Fiscal Year 2019/20 revenue projections of \$202 million for Measure A revenues, \$103 million for Local Transportation Fund (LTF) revenues, and \$27 million for Transportation Uniform Mitigation Fee (TUMF) revenues;
- 2) Approve the budget increase adjustments to Measure A revenues of \$9 million and expenditures of \$3,717,000 to reflect the revised Measure A projection;
- 3) Approve the budget increase adjustments to LTF revenues of \$6 million, transfers in of \$719,000, and expenditures and transfers out of \$898,000 to reflect the revised LTF projection; and
- 4) Approve the budget increase adjustments to TUMF revenues of \$2 million to reflect the revised TUMF projection.

**BACKGROUND INFORMATION:**

Prior to the beginning of FY 2019/20, staff made projections regarding the revenues to be received from Measure A, LTF, and TUMF funds for budget purposes.

Staff tracks the Measure A, LTF, and TUMF revenues on a monthly basis. The comparison of Measure A and LTF revenues to the prior year is difficult this year as a result of the resolution of processing issues encountered by the California Department of Tax and Fee Administration (CDTFA) and its implementation of a new centralized revenue opportunity system in late FY 2017/18 and early FY 2018/19. This had a direct impact on the fluctuation of monthly cash payments received by the Commission from the CDTFA during FY 2018/19, which included amounts related to FY 2017/18. The mid-year Measure A and LTF revenue projections include the consideration of historical and current trends of receipts and economic data collected from various sources, including the quarterly sales tax forecast of Measure A prepared by the Commission's sales tax consultant, MuniServices, LLC, an Avenue Company.

TUMF revenues for the three months ended September 2019 are comparable to the same period last year. However, monthly TUMF receipts tend to fluctuate significantly – making it difficult to identify and project any trend. Accordingly, while there appears to be continued improvement in TUMF revenues, a revised projection should be conservative.

Staff recommends the Commission conservatively increase the current year revenue projections for Measure A, LTF, and TUMF revenues projections as follows:

Revenue Projections	FY 2018/19 Actuals	FY 2019/20 Budget (Original)	FY 2019/20 Mid-Year Budget (Revised)	Increase from Original Budget (Adjustment)
Measure A	\$ 201,204,995	\$ 193,000,000	\$ 202,000,000	\$9,000,000
LTF	103,819,440	97,000,000	103,000,000	6,000,000
TUMF	29,968,450	25,000,000	27,000,000	2,000,000

For reference purposes, audited revenues for FY 2018/19 were approximately \$201.2 million (Measure A), \$103.8 million (LTF), and \$29.9 million (TUMF). The Measure A and LTF revenue revised projections for FY 2019/20 are conservatively comparable to the FY 2018/19 actual revenues given the CDTFA processing issues previously mentioned. The TUMF revenue projection is based on consideration of current receipt trends.

Any change in Measure A revenue projections has a direct effect on the distributions to the geographic areas and related local streets and roads (LSR) programs. Since there is a change in the Measure A revenue projections, adjustments are required for LSR expenditures aggregating \$2,750,000 and Coachella Valley highways and regional arterials expenditures of \$967,000.

The LTF audit was completed, and financial statements were issued in October 2019. Staff revised the original LTF projections to include the carryover that is available to the local governments and transit agencies and approximates \$17,983,000. Staff estimates the LTF administrative allocation to the Commission remains unchanged at \$1,110,000; however, the actual amount is subject to the quarterly amounts determined per the administrative cost allocation plan. Any difference in allocated Commission administration costs will be reflected in next year's estimated carryover. An expenditure adjustment is required for Southern California Association of Governments planning of approximately \$179,000. Since the Commission planning allocations will be transferred from the Local Transportation Fund to the General fund, similar adjustments of \$719,000 to transfer in and out are also needed. The increase for SB 821 bicycle and pedestrian projects of approximately \$462,000 does not require a budget adjustment, as this amount will be included in the amount available for the next call for projects. The increase in the LTF balance available for apportionments for transit operators of approximately \$20,361,000 also does not require a budget adjustment as this amount will be available for any transit allocation adjustments based on amendments to transit operator Short Range Transit Plans (SRTPs) and for transit operators in the preparation of the FY 2020/21 SRTPs.

Upon Commission approval, staff will provide this updated information to the necessary local governments and transit operators. Additionally, staff will continue to monitor FY 2019/20 revenues to determine if any adjustments to the revenue projections or Measure A and LTF administration are necessary.

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2019/20	Amount:	\$17,719,000 additional sources \$4,615,000 additional uses
Source of Funds:	2009 Measure A, LTF, TUMF		Budget Adjustment:		Yes
GL/Project Accounting No.:	\$ 6,000,000				601 62 40102
	719,000				601 62 97001
	719,000				106 65 59001
	179,000				601 62 86205
	2,131,000		623999 401 40101		262 31 40101
	773,000		613999 401 40101		261 31 40101
	426,000		654199 401 40101		265 33 40101
	106,000				269 62 40101
	133,000				260 26 40101
	44,000				270 26 40101
	105,000		632199 401 40101		263 41 40101
	626,000				266 72 40101
	2,027,000				267 71 40101
	565,000				264 19 40101
	84,000		683999 401 40101		268 31 40101
	967,000		563999 401 40101		256 31 40101
	677,000				257 71 40101
	290,000				258 26 40101
	46,000				234 71 40101
	2,027,000				267 71 86104
	967,000				256 31 86405
	677,000				257 71 86104
	46,000				234 71 86104
	1,000,000		725000 416 41607		210 72 42110
	1,000,000		735000 416 41607		210 73 42110
Fiscal Procedures Approved:		<i>Theresa Trevino</i>		Date:	12/13/2019

Attachments:

- 1) Measure A Program Allocation FY 2019/20
- 2) Riverside County LTF FY 2019/20 Apportionment



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**MEASURE A PROGRAM ALLOCATION (PROJECTION)<sup>1</sup>**  
**FY 2019/20**  
**(Revised 1/8/2020)**

		Revised Projection (1/8/2020)	Original Projection (1/9/2019)	Increase (Decrease)
Projected Measure A Revenues		\$ 202,000,000	\$ 193,000,000	\$ 9,000,000
Less: Administration <sup>2</sup>		-	-	-
<b>Projected Apportionment to Programs:</b>				
<b>Western County</b>				
Highway Improvements (262)		\$ 47,829,000	\$ 45,698,000	\$ 2,131,000
New Corridors (261)		17,350,000	16,577,000	773,000
Public Transit				
Commuter Rail (265)		9,566,000	9,140,000	426,000
Intercity Bus (269)		2,391,000	2,285,000	106,000
Specialized Transit-Operations (260)		2,989,000	2,856,000	133,000
Specialized Transit-C TSA (270)		996,000	952,000	44,000
Commuter Services (263)		2,345,000	2,240,000	105,000
Regional Arterial (266)		14,067,000	13,441,000	626,000
Local Streets & Roads (267)		45,485,000	43,458,000	2,027,000
	BANNING	656,000	627,000	29,000
	BEAUMONT	1,046,000	1,000,000	46,000
	CALMESA	190,000	182,000	8,000
	CANYON LAKE	207,000	197,000	10,000
	CORONA	4,695,000	4,486,000	209,000
	EASTVALE	1,503,000	1,436,000	67,000
	HEMET	1,942,000	1,856,000	86,000
	JURUPA VALLEY	2,325,000	2,221,000	104,000
	LAKE ELSINORE	1,508,000	1,441,000	67,000
	MENIFEE	1,934,000	1,847,000	87,000
	MORENO VALLEY	4,446,000	4,248,000	198,000
	MURRIETA	2,697,000	2,577,000	120,000
	NORCO	746,000	713,000	33,000
	PERRIS	2,096,000	2,003,000	93,000
	RIVERSIDE	8,254,000	7,886,000	368,000
	SAN JACINTO	970,000	927,000	43,000
	TEMECULA	3,361,000	3,211,000	150,000
	WILDOMAR	711,000	680,000	31,000
	RIVERSIDE COUNTY	6,198,000	5,920,000	278,000
Bond Financing (264)		12,661,000	12,096,000	565,000
Economic Development Projects (268)		1,876,000	1,792,000	84,000
SUBTOTAL Western County		157,555,000	150,535,000	7,020,000
<b>Coachella Valley</b>				
Highways & Regional Arterials (256)		21,705,000	20,738,000	967,000
Local Street & Roads (257)		15,193,000	14,516,000	677,000
	CATHEDRAL CITY	1,609,000	1,537,000	72,000
	COACHELLA	657,000	628,000	29,000
	DESERT HOT SPRINGS	531,000	507,000	24,000
	INDIAN WELLS	279,000	267,000	12,000
	INDIO	2,149,000	2,054,000	95,000
	LA QUINTA	1,664,000	1,590,000	74,000
	PALM DESERT	2,975,000	2,842,000	133,000
	PALM SPRINGS	2,345,000	2,240,000	105,000
	RANCHO MIRAGE	1,010,000	965,000	45,000
	RIVERSIDE COUNTY	1,974,000	1,886,000	88,000
Specialized & Public Transit (258)		6,511,000	6,221,000	290,000
SUBTOTAL Coachella Valley		43,409,000	41,475,000	1,934,000
<b>Palo Verde Valley</b>				
Local Street & Roads (234)		1,036,000	990,000	46,000
	BLYTHE	819,000	782,000	37,000
	RIVERSIDE COUNTY	217,000	208,000	9,000
SUBTOTAL Palo Verde Valley		1,036,000	990,000	46,000
<b>TOTAL</b>		<b>\$ 202,000,000</b>	<b>\$ 193,000,000</b>	<b>\$ 9,000,000</b>

## Notes:

<sup>1</sup> Estimate for planning purposes, subject to change and rounding differences.

<sup>2</sup> Administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis.

Accordingly, the Measure A allocations to each geographic area by program will be reduced for such quarterly cost allocations.



**RIVERSIDE COUNTY  
LOCAL TRANSPORTATION FUND  
FY 2019/20 APPORTIONMENT (REVISED 1/8/2020)**

	Revised Proje ction (1/8/2020)	Original Proje ction (1/9/2019)	(Decrease) Increase
Estimated Carryover (Unapportioned)	\$ 17,983,000	\$ -	\$ 17,983,000
Estimated Receipts <sup>1</sup>	103,000,000	97,000,000	6,000,000
<b>TOTAL</b>	<b>120,983,000</b>	<b>97,000,000</b>	<b>23,983,000</b>
Less: County Auditor-Controller Administration	12,000	12,000	-
Less: Estimated RCTC Administration <sup>2</sup>	1,100,000	1,100,000	-
Less: RCTC Planning (3% of revenues)	3,629,000	2,910,000	719,000
Less: SCAG Planning (3/4 of 1% of revenues)	907,000	728,000	179,000
<b>BALANCE</b>	<b>115,335,000</b>	<b>92,250,000</b>	<b>23,085,000</b>
Less: SB 821 (2% of balance)	2,307,000	1,845,000	462,000
<b>BALANCE AVAILABLE BEFORE RESERVES</b>	<b>113,028,000</b>	<b>90,405,000</b>	<b>22,623,000</b>
Less: 10% Transit Reserves	11,303,000	9,041,000	2,262,000
<b>BALANCE AVAILABLE FOR APPORTIONMENT</b>	<b>\$ 101,725,000</b>	<b>\$ 81,364,000</b>	<b>\$ 20,361,000</b>

<b>APPORTIONMENT</b>	<b>Population</b>	<b>Population % of Total</b>	<b>FY 2019/20 Revised Apportionment (1/8/2020)</b>	<b>FY 2019/20 Original Apportionment (1/9/2019)</b>	<b>Revised Proje ctions (Decrease) Increase</b>
Westem:	1,923,562	79.62%	\$ 80,992,000	\$ 64,781,000	\$ 16,211,000
Rail	22%		17,818,000	14,252,000	3,566,000
Transit	78%		63,174,000	50,529,000	12,645,000
Coachella Valley	466,366	19.30%	19,637,000	15,706,000	3,931,000
Palo Verde Valley	26,027	1.08%	1,096,000	877,000	219,000
	<u>2,415,955</u>	<u>100.00%</u>	<u>\$ 101,725,000</u>	<u>\$ 81,364,000</u>	<u>\$ 20,361,000</u>

**ALLOCATION OF TRANSIT RESERVES** (in accordance with Reserve Policy adopted January 12, 2005):

Westem:		
Rail		\$ 1,980,000
Transit:		
RIA	\$ 5,873,000	
Banning	177,000	
Beaumont	300,000	
Corona	210,000	
Riverside	459,000	
Subtotal Transit	<u>\$ 7,019,000</u>	<u>7,019,000</u>
Subtotal Westem		8,999,000
Coachella Valley		2,182,000
Palo Verde Valley		122,000
Total Reserves		<u>\$ 11,303,000</u>

**NOTES:**

<sup>1</sup> Estimate for planning purposes, subject to change and rounding differences. Rounded to the nearest thousand.

<sup>2</sup> Amount is an estimate; administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis.

Population Source: California Department of Finance, Demographic Research Unit as of January 1, 2018.

Allocation of reserves: FY 2018/19 SRIP funding allocations approved 7/11/18.





# **AGENDA ITEM 7C**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Theresia Trevino, Chief Financial Officer Michele Cisneros, Deputy Director of Finance
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Fiscal Year 2020/21 Revenue Projections

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve the projection for Measure A revenues of \$207 million for Fiscal Year 2020/21;
- 2) Approve the projection for Local Transportation Fund (LTF) apportionment of \$106 million for the Western Riverside County, Coachella Valley, and Palo Verde Valley areas for FY 2020/21; and
- 3) Approve the projection for Transportation Uniform Mitigation Fee (TUMF) revenues of \$28 million for FY 2020/21.

**BACKGROUND INFORMATION:**

Prior to commencement of the annual budget process, the Chief Financial Officer presents to the Commission the projections for Measure A, LTF, and TUMF revenues related to the next fiscal year. These revenue projections include consideration of historical and current trends of receipts and economic data collected from various sources, including the quarterly sales tax forecast of Measure A revenues prepared by its sales tax consultant, MuniServices, LLC, an Avenu Company.

**Measure A**

The Measure A projection consists of revenues generated from the local half-cent transactions and use tax approved by voters in November 2002. The Measure A funds are principally used to fund highway, regional arterial, local streets and roads, new corridors, economic development, bond financing, bus transit, commuter rail, commuter assistance, and specialized transportation projects in the three geographic areas of Riverside County, as defined in the Measure A Expenditure Plan. The percentage of Measure A revenues allocated to each of these geographic areas is based on return to source of the sales tax revenues generated. FY 2020/21 represents the twelfth year of the 30-year term of the 2009 Measure A.

The Measure A projection for FY 2020/21 is \$207 million. The estimate is based on the mid-year projection of \$202 million for FY 2019/20. The increase is conservative and represents cautious optimism based on current economic forecast information and recent fiscal year trends. This projection will become the basis for the preparation for the FY 2020/21 budget. The budget process typically commences in January of each year following the development of the Measure A revenue projections. Additionally, the amounts for the local streets and roads programs are usually provided to the local jurisdictions for planning purposes.

The projected amount of Measure A available for distribution to the three geographic areas is \$207 million prior to an administrative cost allocation, as summarized below and presented in further detail by program on the attachment:

<b><u>Geographic Area</u></b>	<b><u>Amount</u></b>
Western Riverside County	\$ 161,702,000
Coachella Valley	44,398,000
Palo Verde Valley	900,000
<b>Total</b>	<b><u>\$ 207,000,000</u></b>

Administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis. Accordingly, the Measure A allocations to each geographic area by program will be reduced for such quarterly cost allocations.

### **Local Transportation Fund**

The LTF projection consists of revenues generated from a quarter cent of the statewide sales tax. These LTF funds are principally used to fund transit requirements within the county of Riverside (County). The Transportation Development Act (TDA) legislation that created LTF requires the County Auditor Controller to annually estimate the amount of revenues expected to be generated from the sales tax. The estimate then becomes the basis for geographic apportionment and for claimant allocation through the Short Range Transit Plan (SRTTP) process, which commences in February 2020 for the next fiscal year.

While the County is the taxing authority and maintains the custodial responsibility over the LTF revenues, the Commission by statute is charged with administration of the LTF funding process. Therefore, the practice has been for staff to develop the revenue estimate and then submit it to the County Auditor Controller for concurrence. Once the Commission and the County agree on a revenue amount, staff prepares the statutorily required apportionment. Apportionment is the process that assigns revenues to the three major geographic areas as defined by TDA law within the County: Western Riverside County, Coachella Valley, and Palo Verde Valley. The revenues are divided based on the respective populations for each area. The apportionment occurs after off-the-top allocations for administration to the County and Commission and set asides for Southern California Association of Governments planning (3/4 of 1 percent), local planning activities (3 percent), and bicycle and pedestrian projects (2 percent). The

Commission's administration allocation is an estimate; the actual amount is subject to quarterly amounts determined per the administrative cost allocation plan. Any difference in allocated Commission administration costs will be reflected in next year's estimated carryover.

Attached is the FY 2020/21 LTF apportionment based on a revenue estimate of \$106 million. The estimate will be submitted to the County for its concurrence. The estimate is based on the mid-year projection of \$103 million for FY 2019/20. The increase is conservative and represents cautious optimism based on current economic forecast information. After the deductions for administration of approximately \$1,012,000 and set-asides of approximately \$5,995,000, the amount available for apportionment before reserves to transit operators is approximately \$98,993,000. The balance available for apportionment before reserves is as follows:

<b><u>Geographic Area</u></b>	<b><u>Amount</u></b>
Western Riverside County	\$ 78,770,000
Coachella Valley	19,166,000
Palo Verde Valley	1,057,000
<b>Total</b>	<b><u>\$ 98,993,000</u></b>

In accordance with the Reserve Policy adopted by the Commission at its January 12, 2005 meeting, a reserve of 10 percent for each apportionment area will be established and set aside for FY 2020/21, for unforeseen cost increases or other emergency. For the Western Riverside County apportionment area, a portion of the reserve will be allocated to each of the transit operators. For public bus transit operators, the allocation of the reserve is based on each operator's proportionate share of the FY 2019/20 LTF operating allocations. Operators may access reserve funds by amending their SRTPs through the established amendment and Commission approval process.

#### **Transportation Uniform Mitigation Fee**

The TUMF projection consists of revenues generated from fees charged to new development to ensure it pays for the new transportation facilities needed to accommodate growth. As a result of a memorandum of understanding executed in 2008 between the Commission and the Western Riverside Council of Governments (WRCOG), the administrator of the TUMF program, the Commission receives a significant share of TUMF revenues, after a WRCOG administrative allocation, for the Commission's regional arterial and Community Environmental Transportation Acceptability Process programs that is equal to the WRCOG share for the TUMF zone program. The revenue estimate for FY 2020/21 is \$28 million. The estimate is based on the mid-year projection of \$27 million for FY 2019/20 and assumes less than a one percent increase.

#### **Next Steps**

Upon Commission approval, staff will provide this information to the local jurisdictions and transit operators for planning purposes. Staff will continue to monitor FY 2019/20 revenues

during the development of the FY 2020/21 budget to determine if any adjustments to the revenue projections are necessary.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2020/21	Amount:	\$207,000,000 Measure A; \$106,000,000 LTF; \$28,000,000 TUMF
Source of Funds:	Measure A, LTF, and TUMF			Budget Adjustment:	N/A
GL/Project Accounting No.:	<u>Measure A</u>				
	\$ 49,088,000	623999 401 40101	262 31 40101		
	17,806,000	613999 401 40101	261 31 40101		
	9,818,000	654199 401 40101	265 33 40101		
	2,454,000		269 62 40101		
	3,068,000		260 26 40101		
	1,023,000		270 26 40101		
	2,406,000	632199 401 40101	263 41 40101		
	14,438,000		266 72 40101		
	46,682,000		267 71 40101		
	12,994,000		264 19 40101		
	1,925,000	683999 401 40101	268 31 40101		
	22,199,000	563999 401 40101	256 31 40101		
	15,539,000		257 71 40101		
	6,660,000		258 26 40101		
	900,000		234 71 40101		
	<u>LTF</u>				
	106,000,000		601 62 40102		
	<u>TUMF</u>				
	14,000,000	725000 416 41607	210 72 42110		
	14,000,000	735000 416 41607	210 73 42110		
Fiscal Procedures Approved:	<i>Theresa Luvino</i>			Date:	12/13/2019

Attachments:

- 1) Measure A Program Allocation FY 2020/21
- 2) Riverside County LTF FY 2020/21 Apportionment

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**MEASURE A PROGRAM ALLOCATION (PROJECTION)<sup>1</sup>**  
**FY 2020/21**

	Original Projection (1/8/2020)	
Projected Measure A Revenues	\$	207,000,000
Less: Administration <sup>2</sup>		-
Projected Apportionment to Programs:		
Western County		
Highway Improvements (262)		49,088,000
New Corridors (261)		17,806,000
Public Transit		
Commuter Rail (265)		9,818,000
Inter-city Bus (269)		2,454,000
Specialized Transit-Operations (260)		3,068,000
Specialized Transit-C/TSA (270)		1,023,000
Commuter Services (263)		2,406,000
Regional Arterial (266)		14,438,000
Local Streets & Roads (267)		46,682,000
BANNING	668,000	
BEAUMONT	1,067,000	
CALMESA	200,000	
CANYON LAKE	218,000	
CORONA	4,729,000	
EASTVALE	1,536,000	
HEMET	1,989,000	
JURUPA VALLEY	2,395,000	
LAKE ELSINORE	1,517,000	
MENIFEE	2,010,000	
MORENO VALLEY	4,530,000	
MURRIETA	2,821,000	
NORCO	748,000	
PERRIS	2,157,000	
RIVERSIDE	8,408,000	
SAN JACINTO	1,003,000	
TEMECULA	3,601,000	
WILDOMAR	730,000	
RIVERSIDE COUNTY	6,355,000	
Bond Financing (264)		12,994,000
Economic Development Projects (268)		1,925,000
SUBTOTAL Western County		161,702,000
Coachella Valley		
Highways & Regional Arterials (256)		22,199,000
Local Street & Roads (257)		15,539,000
CATHEDRAL CITY	1,596,000	
COACHELLA	687,000	
DESERT HOT SPRINGS	544,000	
INDIAN WELLS	297,000	
INDIO	2,175,000	
LA QUINTA	1,681,000	
PALM DESERT	3,094,000	
PALM SPRINGS	2,482,000	
RANCHO MIRAGE	1,020,000	
RIVERSIDE COUNTY	1,963,000	
Specialized & Public Transit (258)		6,660,000
SUBTOTAL Coachella Valley		44,398,000
Palo Verde Valley		
Local Street & Roads (234)		900,000
BLYTHE	709,000	
RIVERSIDE COUNTY	191,000	
SUBTOTAL Palo Verde Valley		900,000
TOTAL	\$	207,000,000

Notes:

<sup>1</sup> Estimate for planning purposes, subject to change and rounding differences.

<sup>2</sup> Administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis. Accordingly, the Measure A allocations to each geographic area by program will be reduced for such quarterly cost allocations.





**RIVERSIDE COUNTY  
LOCAL TRANSPORTATION FUND  
FY 2020/21 APPORTIONMENT**

	<b>Original Proje ction (1/8/2020)</b>
Estimated Carryover (Unapportioned)	\$ -
Estimated Receipts <sup>1</sup>	106,000,000
<b>TOTAL</b>	<b>106,000,000</b>
Less: County Auditor-Controller Administration	12,000
Less: Estimated RCTC Administration <sup>2</sup>	1,000,000
Less: RCTC Planning (3% of revenues)	3,180,000
Less: SCAG Planning (3/4 of 1% of revenues)	795,000
<b>BALANCE</b>	<b>101,013,000</b>
Less: SB 821 (2% of balance)	2,020,000
<b>BALANCE AVAILABLE BEFORE RESERVES</b>	<b>98,993,000</b>
Less: 10% Transit Reserves	9,899,000
<b>BALANCE AVAILABLE FOR APPORTIONMENT</b>	<b>\$ 89,094,000</b>

<b>APPORTIONMENT</b>	<b>Population</b>	<b>Population % of Total</b>	<b>FY 2020/21 Original Apportionment (1/9/2019)</b>
Westem:	1,941,646	79.57%	\$ 70,894,000
Rail	22%		15,597,000
Transit	78%		55,297,000
Coachella Valley	472,427	19.36%	17,249,000
Palo Verde Valley	26,051	1.07%	951,000
	<u>2,440,124</u>	<u>100.00%</u>	<u>\$ 89,094,000</u>

**ALLOCATION OF TRANSIT RESERVES** (in accordance with Reserve Policy adopted January 12, 2005):

Westem:		
Rail		\$ 1,731,000
Transit:		
RTA	\$ 5,120,000	
Banning	156,000	
Beaumont	286,000	
Corona	174,000	
Riverside	409,000	
Subtotal Transit	<u>\$ 6,145,000</u>	6,145,000
Subtotal Westem		7,876,000
Coachella Valley		1,917,000
Palo Verde Valley		106,000
Total Reserves		<u>\$ 9,899,000</u>

**NOTES:**

<sup>1</sup> Estimate for planning purposes, subject to change and rounding differences. Rounded to the nearest thousand.

<sup>2</sup> Amount is an estimate; administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis.

Population Source: California Department of Finance, Demographic Research Unit as of January 1, 2019.

Allocation of reserves: FY 2019/20 SRIP funding allocations approved 7/10/19.



# **AGENDA ITEM 7D**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Theresa Trevino, Chief Financial Officer Matthew Wallace, Procurement Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Agreement for Risk Management and Broker Services

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Award Agreement No. 20-19-010-00 to Alliant Insurance Services, Inc. for risk management and broker services for a three-year term, plus two two-year options to extend the agreement, in an amount of \$260,000, plus a contingency amount of \$26,000, for a total amount not to exceed of \$286,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, including option years, on behalf of the Commission; and
- 3) Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for these services.

**BACKGROUND INFORMATION:**

The Commission's insurance needs have evolved in recent years, and staff has determined that ongoing risk management and broker support services are necessary to protect its assets and operations, analyze exposures, and design and implement a comprehensive insurance and risk program.

In addition to owning and operating nine commuter rail stations and numerous properties, the Commission's operations have expanded to include the 91 Express Lanes. In mid-2020 the Commission will also begin operating the 15 Express Lanes. In connection with the toll operations, the Commission acquired and developed the Regional Operations Center, Customer Service Center, Facilities Maintenance Building, and Toll Utility Building facilities in Corona.

Staff assessed its needs and determined that the best approach was to issue a request for proposals (RFP) for a risk management and broker support services firm to assist in managing risk, developing an annual service plan for each line of coverage, controlling costs, analyzing factors that drive the cost of risk, exploring alternative approaches to risk, developing and presenting cost-effective strategies for dealing with risk, providing creative solutions, purchasing

insurance, and providing updates on insurance market trends and any legislative changes impacting the risk management program.

The firm shall represent the Commission's interests in the marketplace when the purchase of insurance is necessary, function as the Commission's broker/consultant, and negotiate with insurance companies on the Commission's behalf. The consultant will provide risk management controls, review changes to standard contract insurance language and insurance compliance, and assist with claims reporting.

### **Procurement Process**

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm, qualifications of personnel, understanding and approach, and the ability to respond to the requirements set forth under the terms of RFP No. 20-19-010-00.

RFP No. 20-19-010-00 was released on October 7, 2019. A public notice was advertised in the *Press Enterprise*, and the RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 17 firms, 5 of which are located in Riverside County. Through the PlanetBids site, 3 firms downloaded the RFP; 1 of these firms is located in Riverside County. Two firms – Alliant Insurance Services, Inc. (Newport Beach) and Keenan & Associates (Riverside) – submitted proposals prior to the 2:00 p.m. submittal deadline on November 14. Both firms submitted responsive and responsible proposals.

Utilizing the evaluation criteria set forth in the RFP, the two proposals were evaluated and scored by an evaluation committee comprised of Commission and San Bernardino County Transportation Authority staff. Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee short listed and invited both firms to the interview phase of the evaluation and selection process. Interviews were conducted on December 5. Subsequently, the evaluation committee determined Alliant Insurance Services, Inc. to be the most qualified firm to provide risk management and broker services.

As a result of the evaluation committee's assessment of the written proposals and interviews, the evaluation committee recommends contract award to Alliant Insurance Services, Inc. for a three-year term, and two two-year options to extend the agreement, in the amount of \$260,000, plus a contingency amount of \$26,000, for a total amount not to exceed \$286,000, as this firm earned the highest total evaluation score.

The overall evaluation ranking, based on highest to lowest total evaluation score, and the total price are presented in the following table.

Firm	Price	Overall Ranking
Alliant Insurance Services, Inc.	\$260,000	1
Keenan & Associates	\$466,820	2

The Commission's professional services agreement will be entered into with the consultant subject to any changes approved by the Executive Director and pursuant to legal counsel review. Staff oversight of the contract will maximize the effectiveness of the consultant and minimize costs to the Commission.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2019/20 FY 2020/21+	Amount:	\$ 20,000 \$266,000
Source of Funds:	Measure A, Local Transportation Funds, Transportation Uniform Mitigation Fees, Toll Revenues, and other			Budget Adjustment:	No N/A
GL/Project Accounting No.:	001001 65520 00000 0001 101 19 65520 009199 65520 00000 0000 591 31 65520				
Fiscal Procedures Approved:	<i>Theresa Iuvino</i>			Date:	12/12/2019

Attachment: Draft Professional Services Agreement No. 20-19-010-00





**Agreement No. 20-19-010-00**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT FOR RISK MANAGEMENT AND BROKER SERVICES  
WITH ALLIANT INSURANCE SERVICES, INC.**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and Alliant Insurance Services, Inc. ("Consultant"), a CORPORATION.

**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 risk management and broker services 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 the risk management and broker services Project ("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 January 31, 2023, unless earlier terminated as provided herein. The Commission, at its sole discretion, may extend this Agreement for two (2) additional two-year terms. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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 "B" 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: Courtney Ramirez, PJ Skarlanic, Rex Jorgensen, Robert Frey, Tim Leech, and Cory Doucette.

3.7 Commission's Representative. Commission hereby designates the 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 Courtney Ramirez, 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 "C" attached hereto. The total compensation shall not exceed two hundred and sixty thousand dollars (\$260,000) 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. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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:**

Alliant Insurance Services, Inc.  
1301 Dove Street  
Suite 200  
Newport Beach, CA 92660  
Attn: Courtney Ramirez

**COMMISSION:**

Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> 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 indemnity 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 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.

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]

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**SIGNATURE PAGE  
TO  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT FOR RISK MANAGEMENT AND BROKER SERVICES  
WITH ALLIANT INSURANCE SERVICES, INC.**

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**CONSULTANT  
ALLIANT INSURANCE SERVICES,  
INC.**

By: \_\_\_\_\_  
Anne Mayer  
Executive Director

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*Approved as to Form:*

Attest:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

By: \_\_\_\_\_  
Its: Secretary

\* 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 the Commission.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

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## STATEMENT OF SERVICES

Consultant shall provide Insurance Brokerage and Risk Management Consulting Services to analyze exposures, design and implement a comprehensive insurance and risk financing program, and make recommendations for coverage and unique endorsements related to all of the Commission's operations.

The Commission's Finance Department/Procurement Division is responsible for risk management. Accordingly, the risk management function:

- Analyzes insurance alternatives to potentially reduce insurance costs, expand coverages, and cost effectively handle claims and litigation;
- Ensures appropriate insurance and insurance limits are maintained based on the Commission's diverse functions and operations; and
- Eliminates or reduces all exposures to loss for the Commission by transferring risk, pursuing recovery of its losses due to the actions of others, investigating accidents, effectively handling claims made against the Commission, and making every effort to keep litigation to a minimum.

The Commission has the following insurance coverage:

- Commercial property,
- Equipment breakdown,
- General liability,
- Automotive liability,
- Earthquake liability,
- Excess liability,
- Crime,
- Cyber, and
- Public officials' errors and omissions, including employment-related practices.

The Commission has workers' compensation coverage that is managed by the Human Resources Department and is excluded from this Statement of Services.

### A. BROKER SERVICES

In an effort to meet its responsibilities, the Commission is seeking Insurance Brokerage Services to assist with its insurance programs. A description of the Commission's current insurance programs is included at the end of this document as Attachment 1. The Consultant will market, evaluate, negotiate, and place the Commission's insurance programs.

An insurance brokerage responding to this request shall demonstrate substantial, high-level knowledge, expertise, and aptitude to perform the following tasks:

1. Evaluate the Commission's current insurance programs to ensure adequate insurance protection at optimum costs. The Consultant will develop specifications, underwriting information, and marketing strategy for various insurance programs, including the recommended coverage, deductible and self-retention levels, if any.
2. Develop a complete understanding of the Commission's operations and objectives, both short- and long-term and work with the Commission to manage risks and control costs by:
  - a. Analyzing factors affecting the Commission's cost of risk;
  - b. Exploring alternative approaches to risk;
  - c. Developing, recommending, negotiating, and implementing cost-effective insurance and other risk financing programs; and
  - d. Preparing a comprehensive insurance market submission for each line of coverage, which accurately conveys the Commission's requirements and priorities.
3. Act as an insurance broker for the Commission by negotiating on its behalf with insurance companies for:
  - a. Coverage terms;
  - b. Service;
  - c. Premiums; and
  - d. Placement of coverage with insurers.
4. Develop an annual service plan for each line of coverage, including options of programs and products that meet the needs of the Commission.
5. Initiate marketing of renewal lines of coverage at least four months in advance of expiration, identifying markets of choice and anticipated results.
6. Negotiate with underwriters and intermediaries to obtain the most favorable insurance placement terms and conditions at the most economical price and present recommendations to Procurement staff and the Chief Financial Officer. For each recommendation, the benefits and disadvantages shall be clearly identified.
7. Purchase such insurance coverage as specified by the Commission, or its designee, in accordance with designated requirements and procedures. Insurance placement may include, but will not be limited to Crime Insurance, Public Officials Liability Insurance, Employment Practices Liability Insurance, Boiler and Machinery Insurance, Automobile and Fleet

Physical Damage Insurance, Commercial Property Insurance, Excess Liability Coverage, Business Interruption, Flood, Earthquake, Coverage, Errors and Omissions (E&O) Security and Privacy Insurance, and Disaster Recovery Programs.

8. Develop and maintain exposure data. Provide feedback on issues, appropriate coverage, and limits to effectively treat those exposures.
9. Identify the most qualified insurers and programs which have demonstrated a proven ability and capability to meet solvency, service, and loss control requirements. At a minimum, the criteria for insurance placement shall be based on financial stability, ability to pay claims, the cost of insurance, and coverage.
10. Follow up with insurers for timely issuance of policies, endorsements, audits and other requirements.
11. Author a manuscript form to meet the specific needs of the Commission as opposed to trying to conform those needs to standard policy forms. The Consultant shall design all insurance programs and policies to provide required coverage at optimum cost. The Consultant shall obtain acceptance for the manuscript form in the market or utilize standard policies where requirements are not unique and there are benefits in doing so. As a reference, the Commission's current Insurance Policy Coverage is included at the end of this document as Attachment 1. Please note, no employee benefit insurance is being requested for this RFP.
12. If appropriate, recommend self-insurance and develop a detailed implementation process, including claims processing and subrogation assistance as necessary.

The Consultant will be paid on a firm fixed price and all insurance will be marketed and placed on a net of commission basis. Any other remuneration received by the selected broker indirectly as a result of any Commission placement must be fully disclosed. If an owned or affiliated broker is used for part or the entire placement, the Consultant shall disclose income received and be prepared to verify incomes earned.

## **B. RISK MANAGEMENT SUPPORT SERVICES**

The Consultant shall serve as a strong advocate of the Commission in all of its dealings with insurers in the placement and administration of insurance programs. The Commission will rely upon the Consultant to advise on various matters, such as exposure reduction, changes in laws or regulations, fluctuations in markets, and the cost of risk. The Consultant shall provide to the Commission's Procurement staff a written recap of strategies discussed following any renewal strategy meetings, to be used as supporting documentation in various reports. The Consultant shall have sufficient resources to address the following requirements:

1. Provide information to assist the Commission in benchmarking its programs compared to other public agencies, including transportation agencies.
2. Designate and name, in writing, a service team which will be available at any time upon reasonable notice on any and all matters relating to the enumerated tasks. Any replacement of the team leader would be subject to Commission review and approval. The Consultant should notify the Commission promptly of any service account team member changes.
3. Arrange and schedule an annual safety inspection of facilities and equipment to assess risk and provide input into the development of the recommended future insurance programs. Assist the Commission's Procurement staff and/or designee, in identifying and evaluating property exposure to loss, including reviewing previous analysis and evaluations. Recommend insurance programs and policies that provide required coverage at optimum costs. Investigate rights of the insured agencies.
4. Issue certificates on behalf of the Commission.
5. Investigate and provide analyses and recommendations regarding the rights of the insured agencies under their various insurance policies to enable these agencies to protect and enforce any and all rights that they may have thereunder, including rights of indemnity and defense.
6. Perform a formal incident review of a serious injury or incident at the direction of the Commission's Procurement Manager. The incident review shall be conducted within seven (7) calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
7. Promptly notify the Commission's Procurement Manager should the Consultant become aware of any damage to the Commission's property, or incidents involving third party property damage, or reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration) to Commission employees and agents; Contractor, vendor employees or visitors and members of the general public that occurs or arises from the performance of Commission contract work. A comprehensive investigation and written report shall be submitted to Commission's Procurement Manager within 24 hours of the incident.
8. Advise the Commission on updates to model agreement insurance requirements and requests to change insurance requirements for various types of contracts.



9. Advise or assist the Commission on insurance related programs and other matters. The Consultant may also be called upon to advise any new administrative staff in the maintenance of certificates of insurance, policy endorsements, and binders.
10. Provide an update on insurance market trends and any legislative changes impacting the Risk Management Program (e.g., FEMA changes in handling disasters and insurance coverage, etc.).

The Consultant may include other service offerings and capabilities that are available to the Commission, indicating additional fees, if any.

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**ATTACHMENT 1**

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RCTC Insurance Coverages

Type of Coverage	Carrier	Policy Number	Term	Limits	Deductible/SIR	What is Covered
<i>General Liability</i> <sup>(1)</sup>	Scottsdale	WMS0000455	8/31/19-8/31/20	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000	\$25,000	Metrolink Stations and Vacant Land
<i>Property</i>	Scottsdale	WMS0000455	8/31/19-8/31/20	Limit/Bld: \$87,552,539 Limit/BPP: \$1,590,000	\$2,500	Metrolink Stations
<i>Auto</i>	Scottsdale	WAS0000503	8/31/19-8/31/20	Combined Single Limit: 1,000,000		
<i>Umbrella</i>	Scottsdale	UMS0028314	8/31/19-8/31/20	Each Occurrence: \$10,000,000 Aggregate: \$10,000,000	\$10,000	Following form over General Liability and Auto Liability
<i>Earthquake</i>	Landmark	LHQ424887	8/31/19-8/31/20	\$91,177,039	10% Per unit of insurance subject to a minimum deductible of \$25,000	Metrolink Stations
<i>Crime</i>	Scottsdale	WMS0000455	8/31/19-8/31/20	\$5,000,000	\$25,000	
<i>Equipment Breakdown</i>	Scottsdale	WMS0000455	8/31/19-8/31/20	\$89,077,539	\$10,000	Metrolink Stations
<i>Earthquake</i>	Princeton Excess & Surplus Lines	B2A3IM0002903	8/31/19-8/31/20	\$50,000,000 based on TIV of \$87,836,000	5% per unit of insurance subject to a minimum deductible of \$50,000	91 Express Lanes
<i>Property</i>	Zurich	IM012295702	8/31/19-8/31/20	\$87,836,000	Covered Property: \$25,000 Surveillance Equipment: \$10,000 Flood: \$50,000 Named Storm: \$25,000	91 Express Lanes
<i>Umbrella</i>	Westchester	G46618038004	8/31/19-8/31/20	Each Occurrence: \$15,000,000 excess of \$10,000,000 Aggregate: \$15,000,000	\$0	Following form over General Liability, Auto Liability, and 10,000,000 Umbrella
<i>Equipment Breakdown</i>	Zurich	IM012295702	8/31/19-8/31/20	\$87,836,000	\$10,000	91 Express Lanes
<i>Cyber Liability</i>	Crum & Forster	CYB-100126	8/31/19-8/31/20	Each Claim: \$5,000,000 Aggregate: \$5,000,000	\$25,000	All Operations
<i>Public Officials Errors &amp; Omissions Including Employment Related Practices</i>	ACE	BG21654929017	8/31/19-8/31/20	Each Claim: \$10,000,000 Aggregate: \$10,000,000	\$250,000	All Operations

(1) Excludes construction operations. RCTC is indemnified for this exposure by the contractors performing the operations.

United States Department of Transportation, TIFIA Lender is named as Additional Insured per the terms of the agreement.

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

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## **SCHEDULE AND DELIVERABLES**

The Consultant shall establish and update annually, via broker-provided assessment services, a computerized list of the Commission's current insurable values for property, including express lanes and commuter rail stations property, and all other properties on a replacement cost basis. The Consultant shall identify those structures or operations sites, which would be replaced by alternate methods of construction in the event of major loss or damage.

Annually, the Consultant shall:

1. Develop specifications, underwriting information and marketing strategy for next policy period ending August 31.
  - a. Due Date: May 15
2. Provide to Procurement Manager all renewal applications to be completed in order to obtain applicable insurance coverage.
  - a. Due Date: June 15
3. Provide Insurance Binder with proposed policy renewals and costs. Meet and review information with the Commission's Risk Management staff and/or designee.
  - a. Due Date: July 15
4. Upon approval of insurance policy renewals, bind insurance coverage.
  - a. Due Date: On or before August 31
5. Deliver final Insurance Binder, including all insurance programs' policies and related renewal documents/endorsements, and invoices to Procurement Manager.
  - a. Due Date: August 31
6. Respond to requests to investigate insurance claims, provide analyses and other inquiries within 24 hours.
  - a. (As needed.)

**EXHIBIT "C"**

**COMPENSATION**

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**EXHIBIT "C"**

**COMPENSATION SUMMARY<sup>1</sup>**

<b>FIRM</b>	<b>PROJECT TASKS/ROLE</b>	<b>COST</b>
<b><i>Prime Consultant:</i></b>		
Alliant Insurance Services, Inc.	Risk Management and Broker Services	\$ 260,000.00
<b><i>Sub Consultants:</i></b>		
None		
<b>SUBTOTAL</b>		<b>260,000.00</b>
<b>OTHER DIRECT COSTS</b>		<b>-</b>
<b>TOTAL COSTS</b>		<b>\$ 260,000.00</b>

<b>YEAR</b>	<b>PROJECT</b>	<b>COST</b>
Year 1	Risk Management and Broker Services	\$ 35,000.00
Year 2	Risk Management and Broker Services	35,000.00
Year 3	Risk Management and Broker Services	35,000.00
Year 4	Risk Management and Broker Services	37,500.00
Year 5	Risk Management and Broker Services	37,500.00
Year 6	Risk Management and Broker Services	40,000.00
Year 7	Risk Management and Broker Services	40,000.00
<b>SUBTOTAL</b>		<b>260,000.00</b>
<b>OTHER DIRECT COSTS</b>		<b>-</b>
<b>TOTAL COSTS</b>		<b>\$ 260,000.00</b>

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



# **AGENDA ITEM 7E**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	David Knudsen, Legislative Affairs Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	2020 State and Federal Legislative Platform and Preview

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Adopt the Commission's 2020 State and Federal Legislative Platform; and
- 2) Receive and file an update on state and federal legislation.

**BACKGROUND INFORMATION:**

Annually, the Commission adopts a State and Federal Legislative Platform, which guides the policy actions staff ultimately recommends the Commission take throughout the year. The platform addresses broad themes that are critical in both Sacramento and Washington, D.C. These platform points allow staff, Commissioners, and the Commission's lobbyists to communicate in a timely, effective manner with state and federal actors as issues arise.

**DISCUSSION:**

**2020 State and Federal Legislative Program**

Staff has determined the 2020 State and Federal Legislative Platform does not require updating from the approved 2019 platform. The proposed draft is comprehensive and includes the Commission's approved revised policy points following the voter affirmation of SB 1 in 2018.

**State Update**

The Legislature will convene the second year of the 2019-2020 legislative session on January 6, 2020, which will continue through August. Staff is following all relevant bill introductions and over the coming months will bring recommended bill positions for the Commission to consider adopting based the approved 2020 State and Federal Legislative Platform. Additionally, active bills introduced in 2019 where the Commission already adopted positions, will continue to be monitored. January 24, 2020 is the last day to submit bill requests to the Office of Legislative Counsel and February 21, 2020 is the last day for bills to be introduced. A matrix detailing bill status is attached.

The Governor must submit a budget proposal by January 10, 2020, which will outline his administration's spending priorities for the Fiscal Year 2020/21. Staff will analyze the Governor's budget proposal and report back to the Commission changes to transportation policy or funding for FY 2020/21.

### **Federal Update**

On November 21, 2019, President Trump signed a stopgap continuing resolution (CR), previously passed by the House and the Senate, that keeps federal agencies operating through December 20, 2019. The House and Senate staff are negotiating spending bills to get them passed before the expiration of the current CR. There are several policy issues that need to be resolved between Congress and the White House in order to finalize the appropriations bills. If such an agreement is not achieved between the Congress and the White House, it is possible that Congress could pass another CR into the new year. A government shutdown is possible if the appropriations bills are not passed by December 20, 2019, and Congress fails to pass another CR that the President will sign.

As part of the November CR, the \$7.6 billion Fixing America's Surface Transportation (FAST) Act contract authority rescission was repealed. The FAST Act was passed in 2015 and authorized \$305 million in spending from 2016-2020 for surface transportation infrastructure planning and investment. The change in highway contract authority, mandated in the FAST Act, was scheduled to take effect on July 1, 2020, as a way to reduce that bill's overall price tag. Without this repeal, California's rescission amount could have been as high as \$279 million based on an October 30, 2019 report from Federal Highway Administration.

### ***FAST Act Reauthorization***

The Senate Environment and Public Works Committee passed its version of the FAST Act reauthorization in July 2019. The bill continues the federal funding framework under the FAST Act and includes additional funding and policies related to bicycle and pedestrian safety, reducing greenhouse gas emissions, and infrastructure resiliency. It is unclear when the full Senate will take up this legislation. The House Transportation and Infrastructure Committee staff notified congressional staff in December that the House FAST Act reauthorization bill language would not be available until sometime in January 2020. Committee Chairman DeFazio has indicated that increased funding for transit and climate change provisions will be themes in the bill language.

The key issue for both the House and Senate will be how to pay for the reauthorization bill.

Attachments:

- 1) 2020 State and Federal Legislative Platform (proposed)
- 2) 2019-2020 Bill Status Matrix



**OBJECTIVE:** Advocate for state and federal policy and funding decisions that enable RCTC to: implement Measure A, the Regional Transportation Plan (RTP), and adopted plans and programs; comply with state and federal requirements; and provide greater mobility, improved quality of life, operational excellence, and economic vitality in Riverside County.

### **Equity and Fairness**

- Funding should be distributed equitably to Riverside County.
- Governance structures should give equitable voting and decision-making authority to Riverside County.
- Policies should recognize high-growth regions for their impact on the economy and environment, looking forward.

### **Regional Control**

- Project selection and planning authority for state/federal funds should be as local as possible, preferably in the hands of the Commission.
- State/federal rulemakings, administrative processes, program guidelines, and policy development activities should include meaningful collaboration from regional transportation agencies.
- Oppose efforts by non-transportation interests to assert control over transportation funding.
- Policies should be sensitive to each region's unique needs and avoid "one size fits all" assumptions, especially regarding the balance among highways, transit, rail, and freight; and urban, suburban, and rural needs.
- State/federal policies should align authority to select projects, manage performance, and implement programs with state/federal mandates and responsibilities placed upon regional and local governments.

### **Protect Our Authority and Revenue**

- Existing statutory authorities for the Commission should be preserved and protected.
- Oppose efforts to infringe on the Commission's discretion in collecting and administering its revenue sources including, but not limited to: Measure A, tolls, and TUMF.
- Oppose efforts to place mandates on agencies which would drive up operating costs and thereby reduce the amount of funds available to deliver mobility improvements.
- Oppose efforts to remove or reduce tax exemption on municipal bond interest to avoid increased costs to finance projects.
- Oppose legislation that restructures or interferes with governance of the Commission or other local and regional transportation agencies without the support and consent of the entity affected.
- Oppose legislation that amends procurement law in a manner that increases the Commission's exposure to litigation, costs, decreased private sector competition, conflicts of interest, or deviation from best practices.
- Support legislation that facilitates collection and remittance of sales taxes on e-commerce.
- Support efforts to preserve, stabilize, and/or increase funding for transportation.

- Ensure the Commission is positioned to receive maximum sales tax collections resulting from any state effort to implement the *Wayfair* Supreme Court Decision relative to state sales taxes on internet sales or any other change in policy.

## **Innovation**

- Support the availability of project delivery tools such as design-build, construction manager/general contractor, and public-private partnerships to the Commission, the State, federal agencies, and other infrastructure agencies. Oppose efforts to add barriers to effective implementation of such tools.
- Support implementation and expansion of U.S. Department of Transportation’s “Every Day Counts” initiative, the Build America Bureau, and other efforts to expedite and advance innovation in transportation.

## **Project Delivery Streamlining**

- Support all efforts to reduce project delivery timelines while maintaining important environmental protections.
- Support reciprocity of the California Environmental Quality Act (CEQA) for the National Environmental Protection Act (NEPA).
- Support removing the statutory sunset on the NEPA Assignment program California participates in with the Federal Highway Administration which continues to benefit Commission projects.
- Support implementation of the Fixing America’s Surface Transportation Act (FAST Act) reforms to accelerate project delivery including, but not limited to, the creation of a single NEPA document for all federal agencies; NEPA reciprocity; expediting and improving the federal permitting review process; and narrowing concurrence requirements.
- Engage with the California Department of Transportation (Caltrans) and United States Department of Transportation to allow the State and the Commission to participate in the NEPA reciprocity pilot program.
- Support further efforts to streamline the federal environmental project approval processes and provide flexibility to meet planning requirements due to changing circumstances.
- Support creation of a low-interest loan program to support habitat conservation plans that mitigate the impacts of transportation infrastructure and make project approvals more efficient.
- Support efforts to modernize the CEQA, including but not limited to:
  - Reduce the Commission’s exposure to litigation;
  - Increase accountability and disclosure for plaintiffs in CEQA cases;
  - Limit courts’ ability to invalidate an entire CEQA document when a writ of mandate can resolve discreet issues;
  - Exempt illegal actions from CEQA review; and
  - Prohibit “document dumping”.

## **Accountability**

- Revenue derived from transportation sources should be spent exclusively on transportation projects. Support measures to strengthen the relationship between transportation revenue and expenditures; oppose measures that weaken them.
- Support efforts to ensure that all projects in a voter-approved tax measure are delivered to the public.



- Encourage the adoption of on time, balanced state budgets, and federal appropriations and authorizations to ensure transportation projects are delivered without delay or costly stoppages, and that adequate planning for future projects can take place.
- Promote policies that ensure state and federal agencies are responsive and accountable to Commission concerns when working on Commission projects.
- Oppose efforts by non-elected, regulatory bodies to dilute, reduce, or withhold transportation funds.
- Support maximum transparency by funding agencies in revealing scoring of funding requests.

### **Alignment of Responsibilities**

- Support strong collaborative partnerships with state and federal agencies.
- Support policies that reflect and recognize self-help counties' supermajority funding contribution to transportation projects in California. Oppose policies that give outsized weight to minority funding partners.
- Advocate that cap-and-trade revenues be expended in a manner that enables regions to meet greenhouse gas reduction goals in SB 375, AB 32, and SB 32.
- Support policies that provide decision-making authority and flexibility to agencies bearing financial risk for projects. Oppose policies that place unfunded mandates and other undue burdens and restrictions on agencies that bear financial risk for projects.
- Support efforts by the state and federal governments to improve maintenance and operations of the state highway and interstate systems. Oppose efforts to realign maintenance and operations costs and responsibilities to local or regional agencies.
- Oppose efforts by the state legislature to deflect responsibility for voting on revenue for statewide transportation to local voters.

### **Alternatives to Driving**

#### *Ridesharing*

- Support incentives to employers that enhance or create transit reimbursement or ridesharing programs.
- Oppose new mandates on employers or transportation agencies that would result in disruption of the Commission's ridesharing program.
- Support programs and policies that invest in and foster new technologies that promote ridesharing, traffic information, and commuter assistance.
- Support regional cooperation toward establishing transportation data standards and technological integrations.

#### *Active Transportation*

- Support maximum regional control of project selection for Active Transportation Projects.

#### *Transit and Rail*

- Support incentives for transit agencies that utilize alternative fuels.
- Support inclusion and prioritization of Coachella Valley-San Geronio Pass Rail service in the California State Rail Plan and other state planning and funding efforts.

- Support legislation to better enable the Coachella Valley-San Geronimo Pass Rail service to become part of California's intercity rail network, such as legislation to allow intercity rail joint powers authorities to expand their service areas.
- Advocate for expeditious and certain reviews and approvals for greenhouse-gas-reducing rail and transit projects.
- Support increases in funding for Capital Improvement Grants for new transit service (New and Small Starts 5309 program) in order to create funding capacity for future rail expansion projects and bus rapid transit service in Riverside County.
- Support efforts to provide an equitable share of funding to west coast intercity rail systems as compared to the Northeast Corridor.
- Support Metrolink's policy and funding needs with regard to implementation of positive train control and other rail safety items. Support efforts to prioritize high-speed rail funding for connectivity improvements to existing transit systems and infrastructure in California's urban areas. In particular, support all efforts to ensure that funding is provided as soon as possible to projects included in the Memorandum of Understanding (MOU) between the California High Speed Rail Authority (CHSRA), the Southern California Association of Governments (SCAG), and the Commission.
- Ensure that the Commission's rights and interests in passenger rail in Southern California are properly respected in state, federal, and regional plans and policies.
- Support all transit operators in Riverside County with legislative concerns impacting the operators' funding and operations.
- Support efforts to provide for streamlined project delivery for transit projects that fulfill the goals of AB 32 and SB 375, as well as other state and federal air quality mandates and mobility performance measures.
- Oppose zero-emission bus transit legislation or regulations that would negatively impact the operating budgets of transit agencies.
- Advocate for additional and more flexible state funding sources from the Cap and Trade Program.
- Support efforts to reevaluate transit performance measures in state and federal law.

### **Tolling and Managed Lanes**

- Support legislation that enhances the full and accurate capture of toll revenues, in order to protect the Commission's debt and congestion management obligations.
- Support legislation that authorizes toll agencies to deploy new technology to improve toll operations and mobility.
- Engage in legislation regarding privacy laws to ensure an appropriate balance between customer privacy, public safety, financial obligation, and practical operations is reasonably met.
- Oppose legislation significantly altering the type and/or number of vehicles subject to free or reduced toll rates, in order to protect the Commission's debt and congestion management obligations, and to reduce operational costs and complexity.
- Engage in legislation and monitor administrative policies relating to interoperability of tolled facilities statewide and nationally, in order to ensure technical feasibility, efficient and effective operations, cost reasonableness, and customer satisfaction.
- Support increased enforcement of managed lanes for improved travel time reliability and effective operation of express bus service.

## Goods Movement

- Policies should recognize the impact of goods movement from the Ports of Los Angeles and Long Beach and the U.S.-Mexico border on Riverside County.
- Support Congressional action to continue dedicated funding for goods movement projects, inasmuch as the funding source:
  - Has a nexus to the user;
  - Does not reduce funding to existing highway and transit programs;
  - Provides funding to California, and Southern California in particular, commensurate with this region and state's significance to interstate goods movement; and
  - Can be spent on grade separation projects.
- Provide input to the National Freight Advisory Committee and California State Freight Advisory Committee.
- Advocate for accurate representation of Riverside County in the Primary Freight Network or other national or statewide freight route designations.
- Advocate for freight funding from state and federal sources to be distributed based on a bottoms-up regional consensus, in consultation with state and federal freight plans.

## Environment

- Support a greater share of state greenhouse gas (GHG) reduction funds toward transportation investments to address the transportation sector's share of GHG emissions.
- Ensure criteria for defining disadvantaged communities and environmental justice areas of concern accurately represent Riverside County and enable the region to compete for funding.
- Oppose efforts to place new environmental criteria (such as GHG reduction or vehicle miles traveled reduction) on transportation projects and programs without commensurate funding for alternatives or mitigations.
- Oppose legislation to authorize a multicounty revenue measure for environmental programs if the measure is not required to: (1) achieve a 2/3rds vote of the Riverside County electorate, (2) provide equitable funding to Riverside County, and (3) be developed through formal consultation with the Commission before and after passage; or if such a measure would negatively impact the Commission's ability to achieve voter approval of local transportation revenue.

## Projects

- Support programs and policies that advantage transportation projects in Riverside County, including, but not limited to:
  - Measure A-funded projects
  - Grade separations
  - Transit capital projects and operations by regional and municipal transit agencies
  - Commuter rail capital projects and operations
  - Intercity Rail Service to the Coachella Valley and San Geronio Pass
  - Local streets and road projects sponsored by the county and municipalities
  - Active transportation projects
  - Expansion and rehabilitation of the state highway system
  - Interchanges
  - Safety enhancements
  - Mitigation of the impacts of goods movement
  - Connectivity to high-speed rail

- Connectivity to commercial airports
  - Tolled express lanes, tolled highways, and related infrastructure and technology
- Oppose policies that inhibit the efficient, timely delivery of such projects.
- Support implementation of projects in other counties that are contained in the Southern California Association of Governments RTP/Sustainable Communities Strategy when requested by other counties and not in conflict with the Commission's interests.

## **Funding**

- Support continued testing and analysis of California's road charge pilot program as a potential replacement of the state motor fuels excise tax as the primary funding mechanism for transportation.
- Encourage the federal government to authorize a program to test and analyze a pilot program to explore potential replacement mechanisms for the federal gasoline excise tax.
- Support all efforts to maintain, at the very least, level state/federal funding for transportation programs.
- Support re-dedication of California truck weight fees to transportation accounts.
- Monitor legislation relating to tax collection for impacts on Measure A revenues or administration fees.
- Support maximizing Commission flexibility and discretion over funding decisions.
- Funding sources should be discretionary and distributed by population share to facilitate expeditious project delivery and expenditure of funds.
- Support maintaining the legislative intent behind Senate Bill 1 (Statutes 2017), including, but not limited to:
  - Opposing efforts to tie distribution of transportation funding to ancillary policy matters, such as housing.
  - Supporting efforts to adjust formula allocations to maximize funding decisions being made as locally as possible.
  - Program guidelines should be as broad as possible with respect to mode, to the extent appropriate while adhering to legislative intent.

## **Regional Partnerships**

- Collaborate with regional transportation agencies to impact transportation funding and regulatory policies to bring equity and fairness to the Inland Empire region.
- Collaborate with public and private sector stakeholders on policy and funding matters that enhance economic development and quality of life in the Inland Empire region.
- Engage in legislative efforts impacting regional transportation agencies, particularly when the efforts have a nexus to the Commission.

## RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – DECEMBER 2019

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
<b>AB 252</b> (Daly, Frazier)	Removes the sunset date from the NEPA Reciprocity program.	Signed by Governor Newsom.  (July 31, 2019)	<i>SUPPORT</i>	3/13/19
<b>AB 1402</b> (Petrie- Norris)	Makes substantive changes to the Active Transportation Program administered by the State, allocating 75% of funds to be distributed by large MPOs.	Referred to Committee on Transportation.  (March 27, 2019)	<i>SUPPORT</i>	4/1/19
<b>SB 152</b> (Beall)	Makes substantive changes to the Active Transportation Program administered by the State, allocating 75% of funds to be distributed by large MPOs.	Held in Senate Appropriations Committee under submission.  (May 16, 2019)	<i>SUPPORT</i>	4/1/19
<b>AB 626</b> (Quirk-Silva)	Seeks to dictate that professionals who provide professional services on one phase of a project be deemed not to have a conflict of interest in subsequent project phases, disregarding the Commission's adopted Procurement Policy.	Ordered to inactive file at request of member.  (May 30, 2019)	<i>OPPOSE UNLESS AMENDED</i>	4/10/19
<b>AB 456</b> (Chiu, Bonta, Low)	Removes the January 1, 2020 sunset provision on claims resolution processes.	Approved by the Governor.  (October 3, 2019)	<i>OPPOSE</i>	5/8/19
<b>SB 498</b> (Hurtado)	Takes funds dedicated in the Trade Corridors Improvement Fund and repurposes them for a new short-line railroad project grant program.	Referred to Assembly Transportation Committee.  (June 6, 2019)	<i>OPPOSE</i>  Staff action based on platform	5/30/19
<b>SB 742</b> (Allen)	Authorizes existing state funds for Amtrak to be used on intercity passenger bus transportation, regardless of whether the passenger is connecting to or from intercity rail service.	Approved by the Governor.  (October 8, 2019)	<i>SUPPORT</i>	6/12/19
<b>AB 1149</b> (Fong)	Eliminates the ability of petitioners to opt to prepare the record of proceedings and would place that responsibility solely on the lead agency.	Re-referred to Assembly Natural Resources.  (April 24, 2019)	<i>SUPPORT</i>	6/12/19

October 13, 2019 was the last day for Governor Newsom to take action on legislation passed by the Legislature in 2019.

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
<b>SB 664 (Allen)</b>	Revises existing statute in the Streets and Highways Code and the Vehicle Code to allow for improved operations of toll facilities in California.	Re-referred to Committees on Privacy & Consumer Protection and Judiciary. (September 10, 2019)	<i>SUPPORT</i>  <i>Staff action based on platform</i>	6/17/19
<b>SB 277 (Beall)</b>	Changes the SB 1-created Local Partnership Program to be administered at 85% formula, rather than 50% formula as is currently in adopted guidelines.	Vetoed by the Governor. In Senate. Consideration of Governor's veto pending.  (August 14, 2019)	<i>SUPPORT</i>  <i>Staff action based on platform</i>	7/1/19
<b>HR 2939 (Napolitano)</b>	Protects state and local general sales tax revenues from being directed to airports.	Introduced.  (May 23, 2019)	<i>SUPPORT</i>	7/10/19

# **AGENDA ITEM 7F**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	David Thomas, Toll Project Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Utility Agreements for the State Route 91 Corridor Operations Project

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve the following utility agreements required for the State Route 91 (SR-91) Corridor Operations Project (COP) in the aggregate amount of \$449,000, plus a contingency amount of \$45,000, for a total amount not to exceed \$494,000;
  - a) Agreement No. 20-31-028-00 to American Telephone and Telegraph Company (AT&T);
  - b) Agreement No. 20-31-036-00 to city of Corona Department of Water and Power (DWP);
  - c) Agreement No. 20-31-027-00 to Southern California Edison (SCE); and
  - d) Agreement No. 20-31-026-00 to Southern California Gas Company (SoCalGas);
- 2) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the utility agreements for an amount not to exceed \$494,000; and
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project.

**BACKGROUND INFORMATION:**

The Commission, in cooperation with Caltrans, the Orange County Transportation Authority, and the city of Corona, proposes to improve the existing SR-91 by constructing an additional westbound general-purpose lane from Green River Road westbound onramp to State Route 241 in the vicinity of the Riverside/Orange county line (see Attachment 1). The SR-91 COP is anticipated to improve mobility on westbound SR-91 through the city of Corona.

The SR-91 COP will require utility agreements with AT&T, city of Corona DWP, SCE and SoCalGas. The utility agreements are required to reimburse the utility owners for their design and construction costs associated with the relocation of overhead and underground utility facilities running parallel to SR-91 and within the right of way of Green River Road.

As a part of establishing liability for the cost of the utility relocations, a prior rights check is performed by the utility owner and verified by the Commission's utility coordinator. This prior

rights check has confirmed the Commission's liability to pay for these utility relocation costs. The utility facilities will be relocated prior to and/or concurrent with the commencement of construction activities.

The total utility relocation cost to be borne by the Commission is estimated to be \$449,000, which is apportioned among the affected utility owners as follows:

AT&T:	\$ 166,000
DWP:	108,000
SCE:	20,000
SoCalGas:	<u>155,000</u>
	\$ 449,000

Staff recommends that the approval of the four utility agreements required for the SR-91 COP in the aggregate amount of \$449,000, plus a contingency amount of \$45,000, for a total amount not to exceed \$494,000; authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the utility agreements for an amount not to exceed \$494,000; and authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2019/20	Amount:	\$494,000
Source of Funds:	Toll Revenues			Budget Adjustment:	No
GL/Project Accounting No.:	623046 81402 00068 0000 262 31 81402				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	12/12/2019

Attachments:

- 1) Vicinity Map
- 2) Draft Utility Agreement with AT&T
- 3) Draft Utility Agreement with city of Corona DWP
- 4) Draft Utility Agreement with SCE
- 5) Draft Utility Agreement SoCalGas



COUNTY LINE CREEK  
BRIDGE WIDENING

SR-91  
WIDENING



PRADO  
DAM

SANTA ANA RIVER



GREEN RIVER Rd

GREEN RIVER CLUB

SANTA ANA RIVER TRAIL

ORANGE  
COUNTY

RIVERSIDE  
COUNTY

END CONSTRUCTION  
SR-91 PM 0.54

BEGIN CONSTRUCTION  
SR-91 PM 17.36

12-ORA SR-91 PM 18.88  
08-RIV SR-91 PM 0.00

SR-91  
WIDENING



SR-91  
CORRIDOR OPERATIONS PROJECT  
EA: 08-0F544

**Project Vicinity**





**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-028-00**

DISTRICT 12, 08	COUNTY Ora, Riv	ROUTE 91	POST MILE R17.4/R18.9, R0.0/R0.6	PROJECT ID 0818000209
FEDERAL AID NUMBER N/A		OWNER'S FILE NUMBER A01N0WF		
FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT				
On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No      On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

UTILITY AGREEMENT NO. **25043** DATE \_\_\_\_\_

The Riverside County Transportation Commission, hereinafter called "RCTC," proposes to widen existing SR-91 by adding a general-purpose lane approximately 2 miles in length in the westbound direction on SR-91 from Green River Road to SR-241.

and

Pacific Bell Telephone Company d/b/a AT&T California

**C/O: Darlene Russo**  
**Manager – Government Liaison**  
**AT&T California**  
**3939 E. Coronado St, 2nd floor**  
**Anaheim, CA, 92807**

hereinafter called "OWNER," owns and maintains existing underground communication 12-4" ducts and manhole #59 within the limits of RCTC's project which requires relocating along Green River Road north of SR-91 to accommodate RCTC's project.

It is hereby mutually agreed that:

## **I. WORK TO BE DONE**

In accordance with Notice to Owner No. 25043 dated **January 00, 2020**, OWNER shall relocate existing underground communication 12-4" ducts and manhole #59 along Green River Road north of SR-91. All work shall be performed substantially in accordance with OWNER's Plan "LB18 A01N0WF LAYOUT" dated 09/11/2019 consisting of one sheet, a copy of which is on file in the District office of the Department of Transportation (Caltrans) at 464 W. 4th Street, San Bernardino CA 92401-1400 and the Riverside County Transportation Commission, at 4080 Lemon Street, Riverside, Ca. 92502-2208. Deviations from the OWNER's plan described above initiated by either the RCTC or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the RCTC and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

## **II. LIABILITY FOR WORK**

The existing facilities described in Section I above will be relocated at 50% RCTC expense and 50% OWNER expense in accordance with Section 5C of the Master Contract dated November 15, 2004.

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-028-00****III. PERFORMANCE OF WORK**

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by RCTC's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-RCTC personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

**IV. PAYMENT FOR WORK**

RCTC shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable

It is understood and agreed that RCTC will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to RCTC for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare

and submit detailed itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by RCTC of documentation supporting the cost increase and after an Amendment to this

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-028-00**

Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to RCTC within 360 days after the completion of the work described in Section I above. If RCTC has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and RCTC has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), RCTC will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If RCTC processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by RCTC.

The final billing shall be in the form of a detailed itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, RCTC shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by RCTC. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by RCTC.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of RCTC.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by RCTC, State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent RCTC, State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/RCTC to comply with applicable laws, regulations, and ordinances, then State/RCTC will ensure that OWNER is compensated for actual cost in performing work under this agreement.

## **V. GENERAL CONDITIONS**

All costs accrued by OWNER as a result of RCTC's request of **July 17, 2019** to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If RCTC's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, RCTC will notify OWNER in writing and RCTC reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-028-00**

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All obligations of the STATE and/or RCTC under the terms of this Agreement are subject to the acceptance of the Agreement by RCTC or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to RCTC within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the RCTC and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration shall govern in lieu of the requirements of said 23 CFR 645.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

RCTC further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

**THE ESTIMATED COST TO RCTC FOR THE ABOVE DESCRIBED WORK IS \$ 165,805.17.**

**Signatures on Following Page**



**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-028-00**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION****Owner: Pacific Bell Telephone Company -  
d/b/a AT&T California**

APPROVED

APPROVED

By: \_\_\_\_\_  
Anne Mayer  
Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
**BEST, BEST & KRIEGER LLP**

By: \_\_\_\_\_  
Steven C. DeBaun  
General Counsel

APPROVAL RECOMMENDED:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Kevin Castro  
Utility Coordinator  
Parsons



**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-036-00**

DISTRICT 12, 08	COUNTY Ora, Riv	ROUTE 91	POST MILE R17.4/R18.9, R0.0/R0.6	PROJECT ID 0818000209
FEDERAL AID NUMBER N/A		OWNER'S FILE NUMBER XXXXXX		
FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT				
On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

UTILITY AGREEMENT NO. **25091** DATE \_\_\_\_\_

The Riverside County Transportation Commission, hereinafter called "RCTC," proposes to widen existing SR-91 by adding a general-purpose lane approximately 2 miles in length in the westbound direction on SR-91 from Green River Road to SR-241.

and

**City of Corona**  
**Department of Water and Power**  
**C/O: Tom Moody, General Manager**  
**755 Public Safety Way**  
**Corona, CA 92880**

hereinafter called "OWNER," owns and maintains

**12-inch domestic water line**

within the limits of RCTC's project which requires  
**relocating along Green River Road north of SR-91**

to accommodate RCTC's project.

It is hereby mutually agreed that:

**I. WORK TO BE DONE**

In accordance with Notice to Owner No. 25091 dated **January 00, 2020**, OWNER shall relocate existing 12-inch domestic water line located along Green River Road north of SR-91. All work shall be performed substantially in accordance with OWNER's Plan **"X"** dated **XX/XX/2019** consisting of one sheet, a copy of which is on file in the District office of the Department of Transportation (Caltrans) at 464 W. 4th Street, San Bernardino CA 92401-1400 and the Riverside County Transportation Commission, at 4080 Lemon Street, Riverside, Ca. 92502-2208.

Deviations from the OWNER's plan described above initiated by either the RCTC or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the RCTC and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

RCTC AGREEMENT NO. 20-31-036-00

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**II. LIABILITY FOR WORK**

Existing facilities are located in their present position pursuant to rights superior to those of the State and will be relocated at RCTC expense.

**III. PERFORMANCE OF WORK**

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by RCTC's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-RCTC personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, and inspection are to be furnished by the Utility Owner and approved by RCTC. Cost principles for determining the reasonableness and allowability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Subpart E, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

**IV. PAYMENT FOR WORK**

RCTC shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that RCTC will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to RCTC for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit detailed itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement.

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

RCTC AGREEMENT NO. 20-31-036-00

Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by RCTC of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to RCTC within 360 days after the completion of the work described in Section I above. If RCTC has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and RCTC has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), RCTC will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If RCTC processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by RCTC.

The final billing shall be in the form of a detailed itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, RCTC shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by RCTC. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by RCTC.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of RCTC.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by RCTC, State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent RCTC, State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/RCTC to comply with applicable laws, regulations, and ordinances, then State/RCTC will ensure that OWNER is compensated for actual cost in performing work under this agreement.

## **V. GENERAL CONDITIONS**

All costs accrued by OWNER as a result of RCTC's request of July 17, 2019 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If RCTC's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, RCTC will notify OWNER in writing and RCTC reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-036-00**

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All obligations of the STATE and/or RCTC under the terms of this Agreement are subject to the acceptance of the Agreement by RCTC or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to RCTC within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance, and will demonstrate Buy America compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) mill test report (MTR).

All documents obtained to demonstrate Buy America compliance will be held by the OWNER for a period of three (3) years from the date of final payment to the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate Buy America compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

RCTC further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

**THE ESTIMATED COST TO RCTC FOR THE ABOVE DESCRIBED WORK IS \$107,424.00**

**Signatures on Following Page**

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-036-00**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION****OWNER:****City of Corona Department of Water  
and Power**

APPROVED

APPROVED

By: \_\_\_\_\_  
Anne Mayer  
Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
**BEST, BEST & KRIEGER LLP**

By: \_\_\_\_\_  
Steven C. DeBaun  
General Counsel

APPROVAL RECOMMENDED:

By: \_\_\_\_\_  
Kevin Castro  
Utility Coordinator  
Parsons

Date





**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-027-00**

DISTRICT 12, 08	COUNTY Ora, Riv	ROUTE 91	POST MILE R17.4/R18.9, R0.0/R0.6	PROJECT ID 0818000209
FEDERAL AID NUMBER N/A		OWNER'S FILE NUMBER <b>XXXXXX</b>		
FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT				
On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

UTILITY AGREEMENT NO. **25044** DATE \_\_\_\_\_

The Riverside County Transportation Commission, hereinafter called "RCTC," proposes to widen existing SR-91 by adding a general-purpose lane approximately 2 miles in length in the westbound direction on SR-91 from Green River Road to SR-241.

and

**Southern California Edison Company**  
**C/O: David Jump**  
**Service Planner**  
**1351 E. Francis Street**  
**Ontario, Ca. 91761**

hereinafter called "OWNER," owns and maintains

**overhead lines and poles**

within the limits of RCTC's project which requires  
**relocating along Green River Road north of SR-91**

to accommodate RCTC's project.

It is hereby mutually agreed that:

**I. WORK TO BE DONE**

In accordance with Notice to Owner No. 25044 dated **XX/XX/2019**, OWNER shall relocate existing overhead electrical facilities located along Green River Road north of SR-91. All work shall be performed substantially in accordance with OWNER's Plan "X" dated **XX/XX/2019** consisting of one sheet, a copy of which is on file in the District office of the Department of Transportation (Caltrans) at 464 W. 4th Street, San Bernardino CA 92401-1400 and the Riverside County Transportation Commission, at 4080 Lemon Street, Riverside, Ca. 92502-2208.

Deviations from the OWNER's plan described above initiated by either the RCTC or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the RCTC and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

RCTC AGREEMENT NO. 20-31-027-00

**II. LIABILITY FOR WORK**

The existing facilities described in Section I above will be relocated at 50% RCTC expense and 50% OWNER expense in accordance with Section 5C of the Master Contract dated November 15, 2004.

**III. PERFORMANCE OF WORK**

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by RCTC's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-RCTC personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

**IV. PAYMENT FOR WORK**

RCTC shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable

It is understood and agreed that RCTC will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to RCTC for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit detailed itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by RCTC of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

RCTC AGREEMENT NO. 20-31-027-00

The OWNER shall submit a final bill to RCTC within 360 days after the completion of the work described in Section I above. If RCTC has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and RCTC has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), RCTC will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If RCTC processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by RCTC.

The final billing shall be in the form of a detailed itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, RCTC shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by RCTC. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by RCTC.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of RCTC.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by RCTC, State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent RCTC, State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/RCTC to comply with applicable laws, regulations, and ordinances, then State/RCTC will ensure that OWNER is compensated for actual cost in performing work under this agreement.

**V. GENERAL CONDITIONS**

All costs accrued by OWNER as a result of RCTC's request of July 17, 2019 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If RCTC's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, RCTC will notify OWNER in writing and RCTC reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of the STATE and/or RCTC under the terms of this Agreement are subject to the acceptance of the Agreement by RCTC or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-027-00**

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OWNER shall submit a Notice of Completion to RCTC within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the RCTC and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration shall govern in lieu of the requirements of said 23 CFR 645.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance, and will demonstrate Buy America compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) mill test report (MTR).

All documents obtained to demonstrate Buy America compliance will be held by the OWNER for a period of three (3) years from the date of final payment to the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate Buy America compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

RCTC further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

**THE ESTIMATED COST TO RCTC FOR THE ABOVE DESCRIBED WORK IS \$ 20,000.00**

**Signatures on Following Page**

**UTILITY AGREEMENT**

RW 13-05 (REV 12/2016)

**RCTC AGREEMENT NO. 20-31-027-00**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION****OWNER:****Southern California Edison Company-  
Distribution**

APPROVED

APPROVED

By: \_\_\_\_\_  
Anne Mayer  
Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
**BEST, BEST & KRIEGER LLP**

By: \_\_\_\_\_  
Steven C. DeBaun  
General Counsel

APPROVAL RECOMMENDED:

By: \_\_\_\_\_  
Kevin Castro  
Utility Coordinator  
Parsons

Date



**LIABILITY IN DISPUTE UTILITY AGREEMENT****RCTC AGREEMENT NO. 20-31-026-00**

Page 1 of 3

08-ORA-91 PM R17.4/R18.9  
 08-RIV-91 PM R0.0/R0.6  
 Expenditure Authorization: OF544  
 Federal Aid No.: N/A  
 Owner's File No.: A01N0WF

**UTILITY AGREEMENT NO. 25045**

**WHEREAS**, the Riverside County Transportation Commission, herein after called "RCTC", acting by and through the Department of Transportation, hereinafter called "STATE", has issued Notice to Owner No. 25045 dated January 00, 2020, attached hereto, to Southern California Gas Company, hereinafter called "OWNER", which Notice to Owner sets forth the terms and conditions pursuant to which OWNER has been ordered to relocate certain OWNER'S facilities to clear the RCTC'S proposed freeway project at the SR 91 COP, and;

**WHEREAS**, the reconstruction of the RCTC's freeway project necessitates the relocation of OWNER'S utility facilities, and;

**WHEREAS**, RCTC, in order to clear the right of way for the freeway construction, has ordered OWNER to relocate the portions of its facilities within said Notice to Owner, hereafter called OWNER'S facilities, and;

**WHEREAS**, OWNER is disputing the adequacy of the language prescribed in Chapter 13 of the STATE'S Right of Way Manual, as well as the Caltrans/FHWA opinion regarding the applicability of ITCCA to the project, and refuses to relocate OWNER'S facilities as ordered; and;

**WHEREAS**, in accordance with Section 706 of the Streets and Highways Code, RCTC may, without prejudice to its rights, or that of OWNER, advance the costs of removal or relocation, and upon advancement by RCTC of said costs, OWNER shall remove or relocate OWNER'S facilities as stated in the attached Notice to Owner so as not to delay the freeway construction, and;

**WHEREAS**, RCTC and OWNER disagree on the language prescribed in Chapter 13 of the STATE'S Right of Way Manual, RCTC and OWNER agree that, in order to expedite the freeway project, RCTC shall deposit with OWNER, in accordance with Section 706 of the Streets and Highways Code, 50% of the estimated relocation cost of \$258,989.75, plus 100% of the estimated ITCCA cost of \$25,040.20, and OWNER agrees to perform the relocation work as set forth in Notice to Owner No. 25045, dated January 00, 2020.

Utility Agreement No. **25045**

**NOW THEREFORE**, it is agreed between RCTC and OWNER as follows:

1. Within 30 days of RCTC'S execution of this Agreement, RCTC shall advance Owner 50% of the estimated cost of relocation, which advance shall be \$129,494.88 plus 100% of the estimated ITCCA cost of \$25,040.20, for a total advance of \$154,535.08.
2. OWNER shall relocate OWNER'S facilities in accordance with Notice to Owner No. 25045, dated **January 00, 2020**.
3. In signing this Agreement, neither RCTC nor OWNER diminishes its position, waives any of its rights or accepts liability.
4. RCTC and OWNER reserve the right to have such liability resolved by future negotiations or by an action in a court of competent jurisdiction pursuant to the provisions of Section 706 of the Streets and Highways Code and Chapter 13 of the STATE'S Right of Way Manual.
5. OWNER agrees to perform the herein-described work with its own forces or by the OWNER'S contractor and to provide and furnish all necessary labor, materials, tools and equipment required therefore, and to prosecute said work diligently to completion.
6. It is understood and agreed that the RCTC will not pay for any betterment or increase in capacity of OWNER'S facilities in the new location and that OWNER shall give credit to the RCTC for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.
7. OWNER shall submit a Notice of Completion to the RCTC within 30 days of the completion of the work described herein.
8. It is understood that said highway is a Federal Aid Highway and, accordingly, 23 CFR 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the RCTC and OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.
9. In addition, the provisions of 23 U.S.C., Section 313 and 23 CFR 635.410, Buy America, are also incorporated into this Agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518. OWNER hereby acknowledges its obligation to comply with the Buy America requirements.



Utility Agreement No. **25045**

THE ESTIMATED COST TO RCTC FOR THE ABOVE DESCRIBED WORK IS \$154,535.08.

**IN WITNESS WHEREOF**, the parties hereto have executed this Utility Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION

By \_\_\_\_\_  
Anne Mayer Date  
Executive Director

SOUTHERN CALIFORNIA GAS COMPANY:

By \_\_\_\_\_  
Title Date

APPROVAL AS TO FORM:  
**BEST, BEST & KRIEGER LLP**

APPROVAL RECOMMENDED:

By \_\_\_\_\_  
Steven C. DeBaun Date  
General Counsel

By \_\_\_\_\_  
Kevin Castro Date  
Utility Coordinator



# **AGENDA ITEM 7G**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	David Lewis, Capital Project Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Cooperative Agreement No. 20-33-023-00 with Southern California Regional Rail Authority for Engineering and Environmental Support Services for the Moreno Valley March Field Metrolink Station Track and Platform Expansion Project

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve Cooperative Agreement No. 20-33-023-00 between the Commission and Southern California Regional Rail Authority (SCRRA) for engineering and environmental support services for the Moreno Valley/March Field Metrolink Station Track and Platform Expansion Project (Project) in the amount of \$354,000, plus a contingency amount of \$70,800, for a total amount not to exceed \$424,800;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the cooperative agreement on behalf of the Commission; and
- 3) Authorize the Executive Director or designee to approve the use of a contingency, as may be required for these services.

**BACKGROUND INFORMATION:**

The Commission and SCRRA wish to work together and have defined the roles and responsibilities related to the preliminary engineering, environmental clearance and final design for the Project. The existing station has one useable track and platform and can only accommodate a limited amount of Metrolink service on the Perris Valley Line. The upgrade of approximately 2 ½ miles of siding track and the addition of a secondary platform will allow for increased capacity, flexibility and resiliency in service as required for the projected near-term and long-term in Metrolink ridership.

The Commission will be the lead agency for the design and environmental phase of the Project, and SCRRA will provide the following oversight services:

- a) Design/environmental review;
- b) Right of entry permit processing/support;
- c) SCRRA communications & signals cable marking;

- d) SCRRRA safety training (assuming 4 courses needed during design phase); and
- e) Flagging protection for SCRRRA right of way during design phase.

The Commission secured funding of \$5,829,758 for engineering, environmental and final design of the Project and an additional \$11,126,924 for construction of the Project under a Federal Transit Administration (FTA) grant and intends to use the FTA funding to reimburse SCRRRA for its services. Accordingly, the Commission and SCRRRA will expend these federal funds in compliance with federal requirements, as applicable. The cost of the SCRRRA design and environmental support services is estimated at \$424,800.

Typically, a rate of 10 percent is used to determine project contingency. Staff recommends a contingency amount of 20 percent of the estimated cost for the SCRRRA scope of services, or \$70,800. The 20 percent contingency is consistent with previous rail projects where Metrolink has provided similar oversight services for projects at this early stage of project development.

Staff recommends approval of Cooperative Agreement No. 20-33-023-00 between the Commission and SCRRRA for SCRRRA engineering and environmental support services for the Project for an amount not to exceed \$354,000, plus a contingency amount of \$70,800, for a total amount not to exceed \$424,800. Staff also recommends authorization for the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission and for the Executive Director or designee to approve the use of a contingency, as may be required for these services.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2019/20 FY 2020/21+	Amount:	\$124,800 \$300,000
Source of Funds:	FTA grant			Budget Adjustment:	No N/A
GL/Project Accounting No.:	653822 81304 00000 0000 265 33 81301				
Fiscal Procedures Approved:	<i>Theresa Irujo</i>			Date:	12/12/2019

Attachment: Draft Cooperative Agreement No. 20-33-023-00 with SCRRRA

**COOPERATIVE AGREEMENT NO. 20-33-023-00**  
**BETWEEN**  
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**AND**  
**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**  
**FOR**  
**MORENO VALLEY / MARCH FIELD STATION EXPANSION PROJECT**

**THIS COOPERATIVE AGREEMENT** (Agreement) is effective this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Riverside County Transportation Commission, a public corporation of the State of California, 4080 Lemon St, Riverside, California 92501 (hereinafter referred to as "COMMISSION"), and the Southern California Regional Rail Authority, 900 Wilshire Blvd., Suite 1500, Los Angeles, California 90017, a joint powers authority (hereinafter referred to as "SCRRA"), which are individually referred to as "Party", and collectively referred to as "Parties".

**RECITALS:**

**WHEREAS**, SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (LACMTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC); and

**WHEREAS**, COMMISSION, as Riverside County's transportation agency and a member agency of METROLINK, and SCRRA wish to work together to define the roles and responsibilities for capital improvements to the Moreno Valley / March Field Station to include the replacement &

1 signalization of approximately 2.5 miles of track, a new second passenger platform, and the extension  
2 of the existing passenger platform (hereinafter referred to as "PROJECT"); and

3 **WHEREAS**, COMMISSION has secured funding for the PROJECT under the Federal Transit  
4 Administration ("FTA") grant number CA-2017-112-0 and intends to use FTA funding to reimburse  
5 SCRRRA for the SERVICES; and

6 **WHEREAS**, COMMISSION agrees to be the lead agency on the design phase of the  
7 PROJECT; and

8 **WHEREAS**, COMMISSION agrees to pay SCRRRA a total not to exceed amount of Four  
9 Hundred Twenty-Four Thousand and Eight Hundred Dollars (\$424,800), for all work performed  
10 pursuant to Exhibit A – "SCRRRA Scope of Services" (hereinafter referred to as "SERVICES"), attached  
11 herein; and

12 **WHEREAS**, COMMISSION and SCRRRA mutually agree the available funding to perform the  
13 SERVICES for the PROJECT shall be expended expeditiously in compliance with all federal and state  
14 requirements utilizing COMMISSION's Procurement Policies; and

15 **NOW, THEREFORE**, it is mutually understood and agreed by COMMISSION and SCRRRA as  
16 follows:

17 **ARTICLE 1. COMPLETE AGREEMENT**

18 A. This Agreement, including any attachments incorporated herein and made applicable by  
19 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this  
20 Agreement between COMMISSION and SCRRRA and it supersedes all prior representations,  
21 understandings, and communications. The invalidity in whole or in part of any term or condition of this  
22 Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above  
23 referenced Recitals are true and correct and are incorporated by reference herein.

24 B. COMMISSION's failure to insist on any instance(s) of SCRRRA's performance of any  
25 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of  
26 COMMISSION's right to such performance or to future performance of such term(s) or condition(s),



1 and SCRRA's obligation in respect thereto shall continue in full force and effect. Changes to any  
2 portion of this Agreement shall not be binding upon COMMISSION except when specifically confirmed  
3 in writing by an authorized representative of COMMISSION by way of a written amendment to this  
4 Agreement and issued in accordance with the provisions of this Agreement.

5 C. SCRRA's failure to insist on any instance(s) of COMMISSION's performance of any  
6 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of  
7 SCRRA's right to such performance or to future performance of such term(s) or condition(s), and  
8 COMMISSION's obligation in respect thereto shall continue in full force and effect. Changes to any  
9 portion of this Agreement shall not be binding upon SCRRA except when specifically confirmed in  
10 writing by an authorized representative of SCRRA by way of a written amendment to this Agreement  
11 and issued in accordance with the provisions of this Agreement.

12 **ARTICLE 2. SCOPE OF AGREEMENT**

13 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the  
14 subjects and projects addressed herein. Both COMMISSION and SCRRA agree that each will  
15 cooperate and coordinate with the other in all activities covered by this Agreement and any other  
16 supplemental agreements that may be required to facilitate purposes thereof.

17 **ARTICLE 3. DELEGATED AUTHORITY**

18 The actions required to be taken by SCRRA in the implementation of this Agreement are  
19 delegated to its Chief Executive Officer (CEO) or designee, and the actions required to be taken by  
20 COMMISSION in the implementation of this Agreement are delegated to its Executive Director or  
21 designee.

22 **ARTICLE 4. RESPONSIBILITIES OF COMMISSION**

23 COMMISSION agrees to the following responsibilities:

24 A. To be the lead agency for the design phase of the PROJECT and designate a Project  
25 Manager as its single point of contact to manage the PROJECT and coordinate with SCRRA for all  
26 SERVICES under this Agreement.

1 B. To comply and require its consultants/contractors, if applicable to comply with all  
2 applicable SCRRA standards, recommended practices, operating rules, and safety requirements, and  
3 to comply with all requirements of the SCRRA system configuration management program.

4 C. To provide timely notice to SCRRA of any obligation of COMMISSION under any  
5 grant, agreement, regulation, law or other requirements governing COMMISSION and  
6 affecting the work and to reimburse SCRRA for all costs incurred in furnishing any reports,  
7 studies, information, or other documentation as needed by COMMISSION to meet its  
8 obligations. COMMISSION shall provide SCRRA copies of all grants funding this  
9 AGREEMENT upon execution of the AGREEMENT.

10 D. To fund the SERVICES at its sole cost and expense, up to the not to exceed  
11 amount specified in Article 4E. Should SCRRA not complete the work identified in Exhibit A  
12 – SCRRA Services and Cost Estimate, or should SCRRA not meet the terms and conditions  
13 of this AGREEMENT, SCRRA will return to COMMISSION all unspent monies funded as part  
14 of the AGREEMENT within ninety (90) days of COMMISSION's written demand.

15 E. To agree to pay SCRRA a total not to exceed amount of Four Hundred Twenty-Four  
16 Thousand and Eight Hundred Dollars (\$424,800) for all work performed pursuant to Exhibit A  
17 and the follow provisions:

18 1. At completion of SERVICES, only actual costs up to the not to exceed  
19 amount will be paid to SCRRA for all worked performed pursuant to Exhibit A.

20 2. To review any proposed changes to the SERVICES within seven (7)  
21 business days and provide SCRRA with written approval comments and/or objections in  
22 writing. As COMMISSION is responsible for advance approval of all SERVICES costs, and  
23 payment of all SERVICES costs, SCRRA is not authorized to exceed the total not to exceed  
24 amount without prior COMMISSION written approval.

25 3. Notwithstanding the amount of any estimate for services by SCRRA, the  
26 COMMISSION agrees to reimburse SCRRA only for approved costs incurred by SCRRA up

1 to the not to exceed amount in connection with the SERVICES including, but not limited to,  
2 actual costs of engineering review services, which shall include direct and authorized indirect  
3 overhead costs, as described below, associated therewith.

4 4. COMMISSION agrees that in the event that right-of-entry and/or flagging  
5 costs are required for any work related to the PROJECT, COMMISSION shall be responsible  
6 for all such costs in addition to those identified in Exhibit A.

7 F. COMMISSION shall conduct all of its activities in association with the PROJECT  
8 in a good and competent manner and in compliance with all applicable federal, state and  
9 local rules and regulations, grant requirements and SCRRA's applicable standards, policies,  
10 practices and guidelines

11 **ARTICLE 5. RESPONSIBILITIES OF SCRRA**

12 SCRRA agrees to the following responsibilities for SERVICES:

13 A. To designate a Project Manager as the point of contact for coordination issues  
14 through completion of the Project.

15 B. To provide SERVICES through completion at a cost, up to the not to exceed amount of  
16 Four Hundred Twenty-Four Thousand and Eight Hundred Dollars (\$424,800), in accordance with  
17 Exhibit A. SCRRA shall not be responsible for completion of any SERVICES in excess of the foregoing  
18 sum.

19 C. To provide timely review and responses to all requests from COMMISSION and to not  
20 unreasonably withhold approval of any requests.

21 D. If SCRRA uses SCRRA labor to accomplish PROJECT or services under PROJECT,  
22 SCRRA may utilize its current FTA approved indirect cost rate when seeking reimbursement from  
23 COMMISSION. SCRRA will provide RCTC the rates in a separate letter as soon as they are available.  
24 If the rates are updated with FTA, within 30 days of approval, SCRRA must reconcile its billings for  
25 any over or under-recovery of indirect costs previously billed to and reimbursed by RCTC using any  
26 provisional rates. Interest may not be claimed on any potential underpayments.

1 E. To submit an invoice to COMMISSION for one hundred percent (100%) of total estimated  
2 costs associated with the PROJECT within thirty (30) days of the execution of this AGREEMENT.  
3 Following completion of PROJECT, SCRRA shall submit the final invoice to COMMISSION detailing  
4 PROJECT expenses. SCRRA must submit this invoice for all work performed to COMMISSION's  
5 Accounts Payable office. Each SCRRA invoice shall include the following information:

- 6 1. Agreement Number C-20-33-023-00;
- 7 2. SCRRA Project Number 860993;
- 8 3. The time period covered by the invoice;
- 9 4. Progress Report, which includes a detailed description of the services performed;
- 10 5. Such other information as requested by COMMISSION.

11 F. To submit for COMMISSION's review and approval, changes to the SERVICES costs  
12 within seven (7) days of identifying change.

13 G. To notify COMMISSION in writing when seventy-five (75%) of the deposited funds have  
14 been exhausted and include an estimate of what, if any, additional funds are estimated to be needed  
15 to complete the SERVICES contemplated under this AGREEMENT.

16 H. Within one hundred eighty (180) days from completion of SERVICES and payment of all  
17 vendor and contractor invoices and retention, SCRRA will reimburse the COMMISSION for any  
18 unused funds along with a final progress report, including final expenditures.

19 I. SCRRA shall conduct all of its activities in association with the PROJECT in a good and  
20 competent manner and in compliance with all applicable federal, state and local rules, grant  
21 requirements and regulations and SCRRA's standards, policies, practices and guidelines.

22 **ARTICLE 6. MAXIMUM OBLIGATION**

23 Notwithstanding any provisions of this Agreement to the contrary, COMMISSION and SCRRA  
24 mutually agree that RCTC's maximum cumulative payment obligation hereunder shall be Four  
25 Hundred Twenty-Four Thousand and Eight Hundred Dollars (\$424,800), unless agreed to and  
26 amended by both Parties.

**ARTICLE 7. AUDIT AND INSPECTION**

SCRRA shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, SCRRA shall permit the authorized representatives of COMMISSION, the FTA, or their designees to inspect, copy, and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of four (4) years after final payment, or until any on-going audit is completed. If the grant requires a longer retention period, SCRRA shall retain the foregoing records for the period required by the grant. For purposes of audits, the date of completion of this AGREEMENT shall be the date of SCRRA's final billing (so noted on the invoice) under this AGREEMENT.

**ARTICLE 8. INDEMNIFICATION**

A. SCRRA shall indemnify and hold harmless COMMISSION, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to property to the extent a trier of fact determines same is actually caused by the negligent acts, omissions or willful misconduct of SCRRA, its officers, directors, employees or agents in the performance of this Agreement.

B. COMMISSION shall indemnify, defend and hold harmless SCRRA, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to property to the extent actually caused by the negligent acts, omissions or willful misconduct by COMMISSION, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The COMMISSION and SCRRA agree to the following mutual responsibilities:

A. Term of Agreement: This Agreement shall continue in full force and effect through January 31, 2022, unless terminated earlier by mutual written consent by both Parties.

1 B. Termination: In the event either Party defaults in the performance of their obligations,  
2 under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party  
3 shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other  
4 Party.

5 C. Termination for Convenience: Either Party may terminate this Agreement by providing  
6 thirty (30) days written notice of its intent to terminate for convenience to the other Party;

7 D. Effect of Termination: Notwithstanding any termination of this Agreement, COMMISSION  
8 shall reimburse SCRRA for actual eligible costs incurred in accordance with this Agreement up to the  
9 effective date of termination, or as appropriate, SCRRA shall refund any unspent portion of the  
10 deposit to COMMISSION.

11 E. Compliance: COMMISSION and SCRRA shall comply with all applicable federal, state,  
12 and local laws, statutes, ordinances, grant requirements, and regulations of any governmental  
13 authority having jurisdiction over the PROJECT.

14 F. Legal Authority: COMMISSION and SCRRA hereto warrant that they are duly authorized  
15 to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the  
16 Parties hereto are formally bound to the provisions of this Agreement.

17 G. Amendments: This Agreement may be amended in writing at any time by the mutual  
18 consent of both Parties. No amendment shall have any force or effect unless executed in writing by  
19 both Parties.

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

24 I. Counterparts of Agreement: This Agreement may be executed and delivered in any  
25 number of counterparts, each of which, when executed and delivered shall be deemed an original and  
26 all of which together shall constitute the same agreement. Facsimile signatures, including signatures

transmitted via electronic mail, will be permitted, and shall have the same force and effect as original signatures.

J. Obligation to Grantor: SCRRA shall ensure compliance with the FTA funding requirements, including the FTA requirements attached to this Agreement as Exhibit "B" and incorporated herein by reference. SCRRA shall provide any documentation reasonably requested by RCTC in order for RCTC to fulfill its obligation to FTA in accordance with the FTA Master Agreement between RCTC and FTA ("Master Agreement").

K. If either Party fails to comply with the requirements set forth in this Agreement, the Master Agreement, as applicable, or with the provisions in the attached Exhibit "B", that Party shall be responsible for reimbursement of any improperly expended funds, or for any other adverse actions by FTA related to the funding.

L. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, nor authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment. Any subcontracts funded with FTA funds under this Agreement shall include all applicable provisions of this Agreement.

M. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

N. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern hereunder. Venue shall be in Riverside County.

O. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

P. Notices: Any notices, requests or demands made between the Parties pursuant to this Agreement are to be directed as followed:

**COOPERATIVE AGREEMENT NO. 20-33-023-00**

To SCRRA:

Southern California Regional Rail Authority

2558 Supply Street, Bldg. A

Pomona, CA 91767

Attention: Justin Fornelli

Chief, Program Delivery

Tel: (909) 593-4291

Email: fornellij@scrra.net

To COMMISSION:

Riverside County Transportation Commission

4080 Lemon Street

Riverside, CA 92501

Attention: Marlin Feenstra

Project Delivery Director

Tel: (951) 787-7963

Email: mfeenstra@rctc.org

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

This Agreement shall be made effective upon execution by both Parties.



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement No. C-20-33-023-00 to be executed on the date first written above.

**SOUTHERN CALIFORNIA REGIONAL  
RAIL AUTHORITY**

**RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION**

By: \_\_\_\_\_  
Stephanie N. Wiggins  
Chief Executive Officer

By: \_\_\_\_\_  
Anne Mayer  
Executive Director

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Donald O. Del Rio  
General Counsel

By: \_\_\_\_\_  
General Counsel

**Exhibits:**

EXHIBIT A    SCRRRA SCOPE OF SERVICE

EXHIBIT B    FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

**EXHIBIT A**  
**SCRRA SCOPE OF SERVICES**

Date		31-Oct-19							
SCRRA Project No.		860993							
Project Name		Moreno Valley / March Field Station Expansion							
Schedule		24 months							
NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Persons	Total			
Scope of Work for RAILROAD DESIGN REVIEW SERVICES									
1 Project Management and Administration									
1.1	General PM Work	24	2	6	1	288	HR	\$250	\$72,000
1.2	Design Coordination Meetings	24	2	2	1	96	HR	\$250	\$24,000
1.3	Develop and coordinate C&M Agreement after design completion and prior to Construction					40	HR	\$250	\$10,000
	Sub-Total					424	HR		\$106,000
2 Document Review/Design Support									
2.1	Review Design Documents by Engineering, Safety, Operations								
	Environmental	1		16	4	64	HR	\$250	\$16,000
	30%	1		28	4	112	HR	\$250	\$28,000
	65%	1		28	4	112	HR	\$250	\$28,000
	95%	1		28	4	112	HR	\$250	\$28,000
	100% / IFB / Conformed Documents	1		20	4	80	HR	\$250	\$20,000
2.2	Site Visits	3	1	4	3	36	HR	\$250	\$9,000
	Sub-Total					340	HR		\$129,000
3 Signal Support									
3.1	Review of Communications & Signal Design			80	4	320	HR	\$250	\$80,000
3.2	PTC Support			4	2	8	HR	\$250	\$2,000
	Sub-Total								\$82,000
4 Flagging & Safety Training									
4.1	Flagging					8	DAYS	\$1,750	\$14,000
4.2	Safety Training					4	EA	\$1,500	\$6,000
4.3	SCRRA Cable Marking					5	EA	\$1,000	\$5,000
4.4	ROE Permit Processing					1	LS	\$12,000	\$12,000
	Sub-Total								\$37,000
	Sub-Total (Items 1-4)								\$354,000.00
	Contingency (20%)								\$70,800.00
	TOTAL ESTIMATED COST								\$424,800.00
Notes:									
1	The anticipated duration of the environmnetal/design phase of the project is 24 months.								
2	The cost of the SCRRA services shown is an estimate only and COMMISSION will reimburse SCRRA on the basis of actual costs and expenses.								
3	COMMISSION shall reimburse SCRRA the actual costs and expenses incurred by SCRRA and its contractors and consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management.								
4	All Metrolink Services provided for the review and oversight of the Project would be reimbursed by FTA Grant CA-2017-112-0 via RCTC.								
Task 2.1	Current assumption is that the Project will be Environmentally Cleared via a CEQA and NEPA CE.								
Task 4.2	Roadway Worker Protection trainings based upon 20 trainees per session.								

**EXHIBIT "B"**  
**FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS**

**1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES  
BY USE OF A DISCLAIMER**

(1) The Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Commission, SCRRA, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) SCRRA agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS  
AND RELATED ACTS**

(1) SCRRA acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, SCRRA certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, SCRRA further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on SCRRA to the extent the Federal Government deems appropriate.

(2) SCRRA also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53 or any other Federal law, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on SCRRA, to the extent the Federal Government deems appropriate.

(3) SCRRA agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 3. FEDERAL CHANGES

SCRRA shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement or other grant agreement between the Commission and the Federal Government as they may be amended or promulgated from time to time during the term of this contract.

### 4. CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Recipients," May 13, 2007, Federal transit law at 49 U.S.C. § 5332, SCRRA agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, SCRRA agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex – SCRRA agrees to comply with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and equal employment opportunity provisions of 49 U.S.C. § 5332, and all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. SCRRA agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, SCRRA agrees to comply with any implementing requirements FTA may issue.

(3) Age - In accordance with the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621 through 634 and Federal transit law at 49 U.S.C. § 5332, SCRRA agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, SCRRA agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, SCRRA agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, SCRRA agrees to comply with any implementing requirements FTA may issue.

## 5. DEBARMENT AND SUSPENSION

### Instructions for Certification

1. By signing the contract, SCRRA is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that SCRRA knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Commission may pursue available remedies, including suspension and/or debarment.

3. SCRRA shall provide immediate written notice to Commission if at any time SCRRA learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Commission for assistance in obtaining a copy of those regulations.

5. SCRRA agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Commission.

6. SCRRA further agrees by that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Commission may pursue available remedies including suspension and/or debarment.

9. SCRRA agrees to comply, and assures the compliance of each subcontractor, lessee, or third party contractor, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29.

10. SCRRA agrees to, and assures that its subcontractors, lessees and third party contractors have reviewed the "Excluded Parties Listing System" at <http://elpls.gov/> before entering into any third sub agreement, lease or third party contract.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"**

(1) SCRRA certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When SCRRA is unable to certify to the statements in this certification, it shall attach an explanation to this proposal.

**6. LOBBYING**

Lobbying Restrictions. To the extent applicable, SCRRA agrees to:

(1) Comply, and assure the compliance of each subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

(2) Comply with Federal statutory provisions, to the extent applicable, prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

**7. CLEAN AIR**

(1) SCRRA agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. SCRRA agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) SCRRA also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**8. CLEAN WATER**

(1) SCRRA agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 through 1377. SCRRA agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) SCRRA also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**9. ENERGY CONSERVATION**

Energy Conservation. To the extent applicable, SCRRA agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* To the extent applicable, SCRRA agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

**10. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE**

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, SCRRA agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other subsequent Federal directives that may be issued.

**11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**



1 The preceding provisions include, in part, certain standard terms and conditions required by  
2 the FTA. Whether or not expressly set forth in the preceding contract provisions, all contractual  
3 provisions required by the FTA, as set forth in the Master Agreement, are hereby incorporated  
4 by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall  
be deemed to control in the event of a conflict with other provisions contained in this  
Agreement.

5 SCRRA shall not perform any act, fail to perform any act, or refuse to comply with any  
6 Commission requests which would cause the Commission to be in violation of the FTA terms  
and conditions.  
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# **AGENDA ITEM 7H**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Sheldon Peterson, Rail Manager Eric DeHate, Transit Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Amendment to Commission's Commuter Rail Program Fiscal Year 2019/20 Short Range Transit Plan

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Amend the Commission's Commuter Rail Program's Fiscal Year 2019/20 Short Range Transit Plan (SRTP) to allocate \$4 million of Federal Transit Administration (FTA) Section 5337 funds and reduce \$4 million of Local Transportation Funds (LTF) operating assistance for the Southern California Regional Rail Authority (SCRRA) subsidy;
- 2) Allocate \$4 million of FTA Section 5337 funds for the FY 2020/21 SRTP for Commuter Rail's operating assistance subsidy for SCRRA service;
- 3) Allocate \$10,701,750 of FTA Section 5337 funds for the FY 2020/21 SRTP for Commuter Rail's capital subsidy for SCRRA rehabilitation projects; and
- 4) Authorize staff to program FTA Section 5337 grant funds into the Federal Transportation Improvement Program (FTIP).

**BACKGROUND INFORMATION:**

The Commission's Rail Program is responsible for the oversight and management of several key funding sources and grants that are used directly for SCRRA (commonly known as Metrolink) service and capital upgrades as well as Commission-owned station and rail property related projects. The FY 2019/20 SRTP includes funding requested by Metrolink for operations, capital improvements and expansions. It also includes funding to maintain the Commission-owned Metrolink station operations and capital needs.

Since the approval of the FY 2019/20 SRTP, Metrolink provided staff a five-year projection of its annual capital needs along with the maximum amount of federal funds that can be used for operations such as capitalized preventative maintenance. Staff strategically assesses available local, state, and federal funding regularly and when applicable seeks to maximize federal funding first.

Staff has identified FTA Section 5337 funds to meet Metrolink operating and capital needs for FY 2019/20 and FY 2020/21. FTA Section 5337 is the State of Good Repair Grant Program that provides capital assistance for maintenance, replacement, and rehabilitation projects of high-intensity fixed guideway and bus systems to help transit agencies maintain assets in a state of good repair. Funds are apportioned by statutory formulas. In Riverside County, only rail-related projects qualify. Below is a list of eligible types of projects under the FTA 5337 guidance:

- Rolling stock;
- Track;
- Line equipment and structures;
- Signals and communications;
- Power equipment and substations;
- Passenger stations and terminals;
- Security equipment and systems;
- Maintenance facilities and equipment;
- Operational support equipment, including computer hardware and software; and
- Implementation of Transit Asset Management Plans.

Staff recommends that \$4 million of FTA 5337 funds be allocated to the Commission's Commuter Rail Program for FY 2019/20. The \$4 million represents the maximum allowable amount, as provided by Metrolink, that can be used for capitalized preventive maintenance, which is considered an operating expense. This approval allows the Commission to fulfill its share of Metrolink operating assistance while reducing the use of state LTF revenues. Attachment 1 reflects this revision in Table 4: Summary of Funds Requested for FY 2019/20 SRTP.

Staff also seeks an allocation of \$14.7 million of FTA 5337 funds for the FY 2020/21 SRTP. These funds will be included in the FY 2020/21 budget to be adopted in June and the FY 2020/21 SRTP to be approved in June. The advanced allocation allows staff to seek federal approvals including an FTIP amendment and FTA grant application. The process to obligate federal funds usually takes four to six months. This approval allows for the funds to be available for use at the beginning of next fiscal year. FTA Section 5337 grant funds are used on a reimbursement basis and are only available after the grants are fully executed.

Of the \$14.7 million, \$4 million will be used for preventative maintenance costs included in operations to offset LTF that is typically used for operations. The remaining \$10.7 million will be used to fund Metrolink capital projects, which includes the rehabilitation of track, signals, communication, mechanical and layover facilities, rolling stock (locomotives/passenger rail cars), ticket vending machines, and upgrading Positive Train Control systems.

Over the next few years, it is anticipated that Metrolink will increase its capital and rehabilitation program needs in anticipation of the 2028 Olympics. Based on the five-year projections provided by Metrolink, it is anticipated that the majority of capital and rehabilitation needs will be

completed in FYs 2021/22 and 2022/23 for this purpose. With this allocation request, staff is taking a proactive approach to allocate and program funding ahead, so it is available for Metrolink operations and capital needs and takes into consideration the state and federal approval process.

There is a no fiscal impact for the \$4 million FTA 5337 allocation in the FY 2019/20 budget as federal revenues were anticipated and budgeted. The allocation of \$14,701,750 will be included in the FY 2020/21 budget.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Years:	FY 2019/20 FY 2020/21+	Amount:	\$ 4,000,000 \$14,701,750
Source of Funds:	FTA Section 5337 Grant funds			Budget Adjustment:	No N/A
GLA No.:	004017 414 41404 0000 103 25 41401			\$18,701,750	
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	12/13/2019

Attachment: RCTC Commuter Rail FY 2019/20 SRTP Table 4: Summary of Funds Requested





**RCTC Commuter Rail**  
Summary of Funds Requested  
Short Range Transit Plan

Amendment 1

**Table 4 - Summary of Funds Requested for FY 2019/20 (Current Year Funding Only)**

Project Description	Capital Project Number <sup>(1)</sup>	Total Funds	LTF	SB1 SGR <sup>(7)</sup>	LCTOP <sup>(4)</sup>	CMAQ <sup>(5)</sup> Carryover	Section 5337	Measure A	Fare Revenues	Section 5337 <sup>(6)</sup> Carryover
SCRRA Operating Subsidy <sup>(2)</sup>		\$ 30,168,000	\$ 12,787,272		\$ 1,496,728	\$ 3,000,000	\$ 4,000,000		\$ 8,884,000	
Transit Connections		\$ 300,000	\$ 300,000							
RCTC Rail Supporting Projects <sup>(3)</sup>		\$ 1,700,000	\$ 1,700,000							
<b>Subtotal: Operating</b>		<b>\$ 32,168,000</b>	<b>\$ 14,787,272</b>	<b>\$ -</b>	<b>\$ 1,496,728</b>	<b>\$ 3,000,000</b>	<b>\$ 4,000,000</b>	<b>\$ -</b>	<b>\$ 8,884,000</b>	<b>\$ -</b>
Rail Station - State of Good Repair FY20 Funds	FY20-1	\$ 850,825		\$ 850,825						
Rehabilitation Capital	FY20-2	\$ 1,689,261								\$ 1,689,261
<b>Subtotal: Capital</b>		<b>\$ 2,540,086</b>	<b>\$ -</b>	<b>\$ 850,825</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,689,261</b>
<b>Total: Operating &amp; Capital</b>		<b>\$ 34,708,086</b>	<b>\$ 14,787,272</b>	<b>\$ 850,825</b>	<b>\$ 1,496,728</b>	<b>\$ 3,000,000</b>	<b>\$ 4,000,000</b>	<b>\$ -</b>	<b>\$ 8,884,000</b>	<b>\$ 1,689,261</b>

(1) Number ties to Table 4A - Capital Project Justification

(2) Based on initial Metrolink Budget using LTF funds

(3) Includes Rail General Management projects: Special Trains, Rail/Station Studies, Admin expenses, Marketing, etc.

(4) LCTOP: FY 18/19 LCTOP Operation fund for New Trains & PVL

(5) All PVL (including Security) CMAQ funding part of 1/11/17 SRTP Amendment

(6) CA-95-X339

(7) State of Good Repair Approved by Commission September 11, 2019 based on August 1, 2019 SCO letter

Revised Amount

Revised 12/13/2019



# **AGENDA ITEM 7I**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Brian Cunanan, Commuter & Motorist Assistance Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Cooperative Agreement with the State of California Department of Transportation for the Reimbursement of Construction Freeway Service Patrol Services on Caltrans Projects

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve Agreement No. 20-45-037-00 with the State of California Department of Transportation (Caltrans) for the funding of Freeway Service Patrol (FSP) service on various construction areas in Riverside County; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the cooperative agreement on behalf of the Commission.

**BACKGROUND INFORMATION:**

The Commission, acting in its capacity as the Service Authority for Freeway Emergencies, is the principal agency in Riverside County, in partnership with Caltrans and the California Highway Patrol, managing the FSP program. The purpose of the FSP program is to provide a continuously roving tow services patrol along designated freeway segments (referred to as beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways. Currently, the Commission contracts with three tow truck operators to provide service on a total of twelve general purpose lane beats Monday through Friday during the peak commute hours, 5:30 a.m. to 8:30 a.m. and 2:30 p.m. (12:30 p.m. on Fridays) to 6:30 p.m.

**DISCUSSION:**

In addition to normal FSP service hours, FSP is also used to provide support for construction projects as a transportation mitigation strategy. Construction FSP assists in transportation system management efforts, provides traffic congestion relief and expedites the removal of freeway impediments, all of which have the added benefit of reducing accidents and improving air quality in the construction zone. Hours of support for this type of activity vary with the construction project needs (periodic night-time work, freeway closures, limited ramp closures, elimination of the freeway shoulders) and traffic flows.

It is Caltrans' desire to provide construction FSP service for the upcoming I-10 pavement rehabilitation project and for future Caltrans projects in Riverside County. The proposed multi-year agreement provides up to \$2.5 million in state funding to cover 100 percent of the costs associated with construction FSP service provided by the Commission's contracted FSP tow operators as well as the Commission's administrative overhead costs. FSP service for each construction project would be initiated by a task order from Caltrans which would identify the project, its locations, and the hours and duration of service. The Commission would then determine if its existing contractor(s) could provide the requested service. The term of the agreement is from January 1, 2020 to January 1, 2023, unless extended by amendment, and provides up to \$2.5 million in state funding for three years.

Financial Information					
In Fiscal Year Budget:	No N/A	Year:	FY 2019/20 FY 2020/21+	Amount:	\$ 300,000 \$2,200,000
Source of Funds:	California Department of Transportation			Budget Adjustment:	Yes N/A
GL/Project Accounting No.:	002173 415 41508 00000 0000 201 45 41505				
Fiscal Procedures Approved:	<i>Theresa Iuvino</i>			Date:	12/12/2019

Attachment: Draft Cooperative Agreement No. 20-45-037-00 with Caltrans

**COOPERATIVE AGREEMENT**

THIS AGREEMENT (Agreement), ENTERED INTO ON **January 1, 2020**, is between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the **Riverside County Transportation Commission**, hereinafter referred to as **LOCAL AGENCY**.

**RECITALS**

1. **CALTRANS** and **LOCAL AGENCY**, (together referred to as parties) pursuant to Streets and Highways Code Section 114(a), are authorized to enter in this Agreement affecting State highways within the jurisdiction of **LOCAL AGENCY**.
2. **LOCAL AGENCY** has agreed to implement **Towing Services for the projects set forth in Exhibit II**, hereinafter the Project, subject to the terms and conditions of this Agreement. The Project Description (Scope of Work) is attached hereto as Attachment II.
3. This Agreement will commence on **January 1, 2020** or upon approval by **Caltrans**, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by **Caltrans**. The **LOCAL AGENCY** shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **January 1, 2023**. The parties may amend this Agreement as permitted by law.
4. All services performed by **LOCAL AGENCY** pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and **LOCAL AGENCY** laws, ordinances, regulations, and **CALTRANS** encroachment permits, published manuals, policies, and procedures, and the Freeway Service Patrol Guidelines.
5. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	STATE	\$2,500,000.00

6. The term Agreement, as used herein, includes this document and any attachments, exhibits, and amendments.
7. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the parties regarding the Project.
8. Parties intend this Agreement to be their final expression that supersedes any oral understanding or writings pertaining to the Project. The requirements of this Agreement will preside over any conflicting requirements in any documents that are made an express part of this Agreement.
9. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
10. Except as otherwise provided in the Agreement, parties will execute a written amendment if there are any changes to the terms of this Agreement.
11. All Sections of this Agreement, including the Recitals, are enforceable.

## SECTION I

### LOCAL AGENCY AGREES:

To take responsibilities towards satisfactorily completing all Project Work described in Attachment II.

## SECTION II

### CALTRANS AGREES:

To reimburse **LOCAL AGENCY** subject to the terms of this Agreement.

## SECTION III

### IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **LOCAL AGENCY** and **CALTRANS** agree as follows:

#### 1. Notification of Parties

- A. **LOCAL AGENCY's** Project Manager is Brian Cunanan (951) 787-7141
- B. **CALTRANS'** Contract Manager is Al Afaneh (909) 383-6262
- C. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

Riverside County Transportation Commission (RCTC)  
Attention: Brian Cunanan  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501-2208

California Department of Transportation  
District 8/Traffic Operations  
Attention: Al Afaneh, Contract Manager/DTM  
464 Fourth Street, 6<sup>th</sup> Floor  
San Bernardino, CA 92401-1400

#### 2. Changes in Terms/Amendment

This Agreement may only be amended or modified by mutual written agreement of the parties.

#### 3. Termination

This Agreement may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to **LOCAL AGENCY** will include all authorized non-cancelable obligations and prior costs incurred.

#### 4. Cancellation

In the event of a disaster or an unforeseen emergency or other good cause, **CALTRANS** and **LOCAL AGENCY** may cancel a scheduled service shift under this Agreement upon prior written notice.

**CALTRANS** will not reimburse costs for cancelled service transmitted and received by **LOCAL AGENCY** more than twelve (12) hours prior to the beginning of that cancelled service shift. **CALTRANS** agrees that if cancellation is not made at least twelve (12) hours prior to the scheduled detail and the subcontractor (s) cannot be notified of such cancellation, the subcontractor (s) shall be paid a minimum of two (2) hours for that shift. **LOCAL AGENCY** Agrees to make reasonable efforts to notify the subcontractor(s) of the cancellation.

All cancellation notices to **LOCAL AGENCY** must be transmitted by **CALTRANS** and received by **LOCAL AGENCY**, tow services coordinator during normal business hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding **LOCAL AGENCY** holidays.



## 5. Cost Limitation

- A. The total amount payable to **LOCAL AGENCY** pursuant to this Agreement by **CALTRANS** shall not exceed **\$2,500,000.00**.
- B. Rates for these services shall be:
  - 1. Tow Services Contracted Service Rates (Hourly) Per Tow Vehicle      \$35.00 - \$80.00
  - 2. LOCAL AGENCY'S Administrative Costs      Actual Cost not to exceed 8% cost of provided tow services
- C. It is understood and agreed that this Agreement fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered as authorized by the **CALTRANS** Contract Manager or its designee at or below the fund limitation amount set forth in the provision above.

## 6. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a Federally-mandated program or that is directly dependent upon the receipt of Federal funds by a State agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

## 7. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.

## 8. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the **LOCAL AGENCY** in accordance with the Scope of Work, Schedule, and Costs, **Attachment II**. Incomplete or disputed invoices shall be returned to the **LOCAL AGENCY**, unpaid, for correction.
- B. Invoices shall be itemized in accordance with the **Sample Invoice, Attachment V** and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Invoices shall be submitted showing the Service Request for each billable hour increment. When Service Requests are assigned, the appropriate Work Order element(s) will be identified by the Caltrans Contract Manager.

**CALTRANS** Contract Manager shall assign specific services as described herein to the **LOCAL AGENCY** through the issuance of the **Service Request/Task Order (Attachment III)**. All work requested shall be limited to the type of work specified in **Attachment II, Scope of Work**. Payment for

these services shall be in accordance with **Attachment V, Sample Invoice**. A sample Service Request/Task Order is shown in **Attachment III** of this Agreement.

The working days for each Service Request issued shall be specified as the period of performance.

Non-material changes may be listed in Service Requests at the direction of the Caltrans Contract Manager.

Specific work shall be requested by a Service Request, which must list the following:

- 1) Description of work.
- 2) Requestor's name.
- 3) **CALTRANS** Contract Manager's approval.
- 4) Unit number.
- 5) Traffic Control needed/restrictions.
- 6) Date of request.
- 7) Date of service requested.
- 8) Contract number.
- 9) Location(s) of service needed.
- 10) Cost estimate.
- 11) **CALTRANS** Contract Manager acceptance date.
- 12) **LOCAL AGENCY's** signature.
- 13) Date of service to be completed.

D. Each invoice shall include:

- 1) Agreement Number
- 2) Task Order/Service Request Number
- 3) Tow Subcontractor's Name
- 4) Date(s) of Service
- 5) Location(s) of Service
- 6) Service Month
- 7) Hourly Rate
- 8) Hours Worked
- 9) Total Tow Subcontractor's Costs
- 10) Riverside County Transportation Commission Administrative Cost
- 11) Total Invoice (Tow Contractor(s) + Administrative Cost)

E. Each invoice shall be submitted in triplicate to:

California Department of Transportation  
 District 8/Traffic Operations/DTM  
 Attention: Al Afaneh, Contract Manager  
 Email address: al.afaneh@dot.ca.gov  
 464 Fourth Street, 6<sup>th</sup> Floor  
 San Bernardino, CA 92401-1400

F. The **LOCAL AGENCY** shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or Designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the **LOCAL AGENCY**.

- G. Progress payments will be made based on services provided and actual costs incurred. Not less than 10 percent (10%) of the Agreement amount shall be withheld pending final completion of the Agreement. The retention amount will be paid to the **LOCAL AGENCY** after Caltrans has evaluated the **LOCAL AGENCY's** performance and made a determination that all Agreement requirements have been satisfactorily fulfilled.

## 9. Allowable Costs

- A. The method of payment for this Agreement will be based on actual allowable costs. **CALTRANS** will reimburse **LOCAL AGENCY** for expended actual allowable direct and indirect costs, including, but not limited to, labor costs, in performance of the Project Work, not to exceed the cost reimbursement limitation set forth in "Cost Limitation" provision, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in Attachment II without prior written agreement between **CALTRANS** and **LOCAL AGENCY**.
- B. Reimbursement of **LOCAL AGENCY** expenditures will be authorized only for those allowable costs actually paid to **LOCAL AGENCY** in the performance of the Project Work. **LOCAL AGENCY** must not only have incurred the expenditures on or after the Effective Date of this Agreement and before the Termination Date but must have also paid for those costs to claim any reimbursement.
- C. Payments to **LOCAL AGENCY** for Project-related travel and subsistence (per diem) expenses of **LOCAL AGENCY** forces and its subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file State employees under current California Department of Human Resources (CalHR) rules. If the rates invoiced by **LOCAL AGENCY** are in excess of CalHR rates, **LOCAL AGENCY** is responsible for the cost difference, and any overpayments inadvertently paid by **CALTRANS** shall be reimbursed to **CALTRANS** by **LOCAL AGENCY** on demand.
- D. **CALTRANS** will reimburse **LOCAL AGENCY** for all allowable Project costs no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference this Agreement Number and shall be signed and submitted to the Contract Manager at the following address:

Department of Transportation  
 District 8 – Traffic Operations  
 Attention: Al Afaneh, Contract Manager  
 Email address: al.afaneh@dot.ca.gov  
 464 Fourth Street, 6<sup>th</sup> Floor  
 San Bernardino, CA 92401-1400

- E. Invoices shall include the following information:
- 1) Names of the **LOCAL AGENCY** Personnel performing work
  - 2) Dates of Service
  - 3) Locations of Service (**LOCAL AGENCY**–address)

## 10. Reports

- A. **LOCAL AGENCY** shall submit written progress reports and expenditure reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **LOCAL AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- B. Any document or written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.
- C. **LOCAL AGENCY** will provide five (5) copies and one (1) electronic version of the final written report to the **CALTRANS** Contract Manager.

**11. Audit**

- A. Parties have the right to audit each other in accordance with generally accepted governmental audit standards. **CALTRANS**, the California State Auditor, Federal Highway Administration (FHWA) (if the Project utilizes Federal funds), and **LOCAL AGENCY** will have access to all Project-related records of each party, and any consultant party hired by a **LOCAL AGENCY** to participate in Project, for audit, examination, excerpt, or transcription. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The auditing party will be permitted to make copies of any Project-related records needed for the audit. The audited party will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt. Upon completion of the final audit, parties have 45 calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.
- B. If the Project expends State or Federal funds, each **PARTY** will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

**12. Cost Principles**

- A. **LOCAL AGENCY** shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. **LOCAL AGENCY** agrees, and will require that their subcontractors, and other subrecipients will be obligated to agree, that 48 CFR Part 31, 23 CFR Parts 40, 172, 645, and 646, and 2 CFR Part 200 shall be used to determine the allowability of individual Project cost items and shall comply with Federal administrative procedures set forth in 2 CFR Part 200.
- C. Any Project costs for which **LOCAL AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 48 CFR Part 31, 23 CFR, or 2 CFR Part 200, are subject to repayment by **LOCAL AGENCY** to **CALTRANS**. Should **LOCAL AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **LOCAL AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other funding source.
- D. **LOCAL AGENCY** agrees to include Project in the schedule of projects to be examined in **LOCAL AGENCY's** annual audit and in the schedule of projects to be examined under its single audit prepared in compliance with 2 CFR Part 200.
- E. Prior to **LOCAL AGENCY** seeking reimbursement of indirect costs, **LOCAL AGENCY** must: prepare an indirect cost rate proposal and a central service costs allocation plan (if any); or request the use of the de minimis rate, or request an extension of a negotiated indirect rate, in compliance with 2 CFR Part 200, Cost Principles for State, Local, and Indian Tribal Governments, and Chapter 5 Local Assistance Program Procedures Manual which may be accessed at: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>. Proposals and requests must be submitted to, and in accordance with, **CALTRANS** Independent Office of Audits and Investigations requirements which may be accessed at: <https://ig.dot.ca.gov/resources>.
- F. Prior to subcontractor(s) seeking reimbursement of indirect costs, **LOCAL AGENCY** must ensure: the subcontractor(s) prepared an indirect cost rate(s) approved or accepted by a cognizant agency or **CALTRANS** or request the use of the safe harbor rate in compliance with the 23 CFR Part 172, Procurement, Management, and Administration of Engineering and Design Related Services. Chapter 10 of the Local Assistance Procedures Manual may be accessed at: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>. Proposals and requests must be submitted to, and in accordance with **CALTRANS** Independent Office of Audits and Investigations requirements, which may be accessed at: <https://ig.dot.ca.gov/resources>.

G. **LOCAL AGENCY** agrees and shall require that all of its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety, except for **Section D, above**.

### 13. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that it complies with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

### 14. Iran Contracting Act

The **LOCAL AGENCY** must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the contract has been executed, unless the **LOCAL AGENCY** is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed **LOCAL AGENCY** shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the contract.

### 15. Legal Relations and Responsibilities:

Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care respecting the Project different from the standard of care imposed by law.

### 16. Indemnification

- A. Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the operation, maintenance, and repair of State highways different from the standard of care imposed by law.
- B. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** under or in connection with any work, authority, or conduct conferred upon **LOCAL AGENCY** under this Agreement. It is understood and agreed that, **LOCAL AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from all claims, suits, or actions of every name, kind, and description arising out of this Agreement, including, but not limited to, any tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** and/or its subcontractors, under or in connection with any work, authority or conduct delegated to **LOCAL AGENCY** under this Agreement.
- C. **LOCAL AGENCY** shall ensure in its contract with its subcontractors that the latter shall defend, indemnify, and save harmless **CALTRANS** and all of its respective officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by subcontractors of **LOCAL AGENCY**, its employees, and/or agents towards the Project.

### 17. Insurance

**LOCAL AGENCY** shall require all its subcontractors to furnish a Certificate of Insurance for Commercial General Liability Insurance, automobile liability insurance, and evidence of valid Workers' Compensation coverage, in effect for the term of this Agreement, which names **CALTRANS** as an additional insured in an amount of \$1 million per person and \$2 million in aggregate. In addition, **LOCAL AGENCY** shall require its subcontractors to indemnify, defend, and hold harmless **CALTRANS** to the same extent as they do under their contracts with **LOCAL AGENCY**.

**18. Nondiscrimination Clause (2 Cal. Code Regs. 11105 Clause b)**

- A. During the performance of this Agreement, the **LOCAL AGENCY**, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **LOCAL AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. **LOCAL AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- C. **LOCAL AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing (DFEH) and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as DFEH or **CALTRANS** shall require to ascertain compliance with this clause.
- D. **LOCAL AGENCY** and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. **LOCAL AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**19. Funding Requirements**

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to **CALTRANS** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this Agreement shall be amended to reflect any reduction in funds.
- D. **CALTRANS** has the option to void this Agreement under the 30-day termination clause or to amend this Agreement to reflect any reduction of funds. In the event of an unscheduled termination, the **CALTRANS** Contract Manager may reimburse **LOCAL AGENCY** in accordance with the provisions of Article 4 of this Section III.

**20. Records Retention**

- A. **LOCAL AGENCY** and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of **LOCAL AGENCY** and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **LOCAL AGENCY** and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment to **LOCAL AGENCY** and shall be held open to inspection, copying, and audit by

representatives of **CALTRANS**, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by **LOCAL AGENCY** and its subcontractors upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, **CALTRANS** will rely to the maximum extent possible on any prior audit of **LOCAL AGENCY** pursuant to the provisions of Federal and State law. In the absence of such an audit, any acceptable audit work performed by external and internal auditors of **LOCAL AGENCY** may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

- B. For the purpose of determining compliance with Title 21, California Code of Regulations, Sections 2500 et seq., when applicable, and other matters connected with the performance of **LOCAL AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **LOCAL AGENCY**, **LOCAL AGENCY's** subcontractors, and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to **LOCAL AGENCY** under this Agreement. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **LOCAL AGENCY** shall furnish copies thereof if requested.
- C. **LOCAL AGENCY** and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this Agreement.

## 21. Administrative Remedy for Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **LOCAL AGENCY**.
- B. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **LOCAL AGENCY** from full and timely performance in accordance with the terms of the Agreement.

## 22. Subcontractors

**LOCAL AGENCY** shall perform the work contemplated with resources available within its own organization and tow service subcontractors. Except for the tow service subcontractors or as expressly described in Attachment II, no portion of the work shall be subcontracted without written authorization by the **CALTRANS** Contract Manager.

## 23. Third-Party Contracting

- A. **LOCAL AGENCY** shall not award a construction contract more than \$10,000 or other contracts more than \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Gov. Code Sections 4525(d), (e), and (f)) on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of **CALTRANS**.
- B. Any subcontract entered into by **LOCAL AGENCY** as a result of this Agreement shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

## 24. Drug-Free Workplace Certification

By signing this Agreement, **LOCAL AGENCY** hereby certifies under penalty of perjury under the laws of the State of California that **LOCAL AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- A. Publish a Statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace,
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace,
  - 3) Any available counseling, rehabilitation, and employee assistance programs, and
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
  - 1) Will receive a copy of the company's Drug-Free policy Statement, and
  - 2) Will agree to abide by the terms of the company's Statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both, and **LOCAL AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **LOCAL AGENCY** has made a false certification or, (2) **LOCAL AGENCY** violates the certification by failing to carry out the requirements as noted above.

## 25. Relationship of Parties

It is expressly understood that this is an agreement and is executed by and between two independent governmental entities and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or association, or any other relationship whatsoever other than that of an independent party.

## 26. No Common Law Employee Relationship

- A. **CALTRANS** does not possess authority and responsibility to employ, retain, enroll, and/or contract with, or discharge, **LOCAL AGENCY's** or its subcontractors' personnel. However, **CALTRANS** may request **LOCAL AGENCY** not to bring within **CALTRANS** right of way certain personnel to perform services which shall be considered by **LOCAL AGENCY** in good faith.
- B. **CALTRANS** does not require personnel working under this contract to be exclusively engaged in work under this Agreement or **CALTRANS** projects.
- C. **LOCAL AGENCY** shall provide all of its own tools, equipment, and supplies for all work performed by **LOCAL AGENCY** pursuant to this Agreement, and **LOCAL AGENCY** shall not rely on **CALTRANS** to provide any of such tools, equipment, and/or supplies.
- D. **LOCAL AGENCY** shall provide its own training to all **LOCAL AGENCY** personnel, and **LOCAL AGENCY** shall not rely upon **CALTRANS** to provide any such training.
- E. **LOCAL AGENCY** shall be solely responsible for **LOCAL AGENCY** personnel pay and benefits, and the custody, care, and supervision of all **LOCAL AGENCY** personnel performing work in connection with this Agreement. No personnel performing any work in connection with this Agreement shall be considered employees of **CALTRANS** of any type, including, but not limited to, common law employees, at any time during the term of this Agreement.
- F. Permission for **LOCAL AGENCY** personnel to perform work on lands owned and/or controlled by **CALTRANS** does not in any way convey to **LOCAL AGENCY**, or any personnel, employee status of any type, including, but not limited to, common law employee status, that would extend to any of such persons any of the benefits afforded to employees of **CALTRANS**.



- G. **LOCAL AGENCY** shall provide all **LOCAL AGENCY** personnel who perform any work on this Agreement with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code, during the entire term of this Agreement.
- H. **LOCAL AGENCY** shall advise all personnel performing any work in connection with this Agreement of all provisions of this section "No Common Law Employee Relationship," and **LOCAL AGENCY** shall advise all such personnel to report to **LOCAL AGENCY** any apparent or actual breaches of said provisions. **LOCAL AGENCY** shall immediately relay any such reports to the **CALTRANS** Contract Manager or designee.
- I. In the event that any personnel is injured on the job while performing any work pursuant to this Agreement, **LOCAL AGENCY** shall be solely responsible for ensuring, and shall ensure, that such injured person receives the appropriate level of medical care and transportation to a medical facility. **LOCAL AGENCY** shall also be solely responsible for the administration of any claims made by such injured person due to any such injury as well as all treatment of and for any such injury. **LOCAL AGENCY** shall notify the **CALTRANS** Contract Manager within twenty-four (24) hours, or by the following work day, of any such injury sustained while working under this Agreement and the name of the injured person, the nature of the injury, and where, when, and how the injury occurred.
- J. A **LOCAL AGENCY** supervisor will direct all work crew operations and safety procedures. **CALTRANS** personnel shall not be required to be at any worksite where **LOCAL AGENCY** personnel are performing work pursuant to this Agreement, but **CALTRANS** personnel shall be in the general geographic area of each such worksite to respond to any emergencies. **CALTRANS** shall give daily pre-job technical instructions and safety information specific to each work location. **LOCAL AGENCY** agrees to ensure that all **LOCAL AGENCY** personnel are trained to follow and do follow all applicable safety guidelines of the Caltrans Safety Manual and all applicable regulations and/or standards issued by Cal/OSHA, including, but not limited to, Title 8, California Code of Regulations, Section 3203. **LOCAL AGENCY** shall train **LOCAL AGENCY** personnel on risks encountered in the workplace, including, but not limited to, how to avoid accidental hypodermic needle sticks.
- K. All **LOCAL AGENCY** Supervisors shall have a working communication device (e.g., cell phone) on their persons at all times for safety and technical direction.
- L. All **LOCAL AGENCY** van drivers that transport **LOCAL AGENCY** work crews shall possess a current and valid California Driver's License. **LOCAL AGENCY** shall provide each of its work crews with a safe, fully functional passenger van to transport all **LOCAL AGENCY** Personnel; a portable toilet; and sufficient drinking water, as required by Cal/OSHA regulations.
- M. **LOCAL AGENCY** personnel shall at no time operate any heavy equipment or other complex equipment while performing any work under this Agreement.

## 27. Equipment Purchase (By **LOCAL AGENCY**)

- A. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **LOCAL AGENCY** enters into any non-budgeted purchase order or sub-agreement exceeding \$500 for supplies, equipment, or consultant services. **LOCAL AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For the purchase of any item, service, or consulting work not covered in the attached **Project Description (Attachment II)** and exceeding \$500, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the **CALTRANS** Contract Manager.
- C. Any equipment purchased as a result of this Agreement is subject to the following: **LOCAL AGENCY** shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on sale, in accordance with established **CALTRANS** procedures, purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried is those

items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to **CALTRANS** upon request by **CALTRANS**.

- D. At the conclusion of the Agreement, or if the Agreement is terminated, **LOCAL AGENCY** may either keep the equipment and credit **CALTRANS** in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established **CALTRANS** procedures and credit **CALTRANS** in an amount equal to the sales price. If **LOCAL AGENCY** elects to keep the equipment, fair market value shall be determined, at **LOCAL AGENCY** expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to **CALTRANS** and **LOCAL AGENCY**. If **LOCAL AGENCY** is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by **CALTRANS**.
- E. 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.
- F. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this Article.

## 28. Disabled Access Review

Disabled access review by DGS, Division of the State Architect, is required for the construction of all publicly funded buildings, structures, sidewalks, curbs and related facilities. No construction contract will be awarded by **LOCAL AGENCY** unless **LOCAL AGENCY** plans and specifications for such facilities conform to the provisions of Government Code Sections 4450 and 4454, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101 et. seq.).

## 29. Fire Marshal Review

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any **CALTRANS** owned or **CALTRANS** occupied buildings per Health and Safety Code Section 13108. When applicable, **LOCAL AGENCY** must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with **CALTRANS** fire protection standards.

## 30. Environmental Clearance

Environmental clearance of Project by **LOCAL AGENCY** and/or **CALTRANS** is required prior to requesting funds for right of way purchase or construction. No department or agency shall request funds, nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code Section 21102. The California Environmental Quality Act (Pub. Res. Code § 21080(b)(10)), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

## 31. Labor Code Compliance: Prevailing Wages

If the work performed on this Project is done under contract and falls within Labor Code Section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair, or maintenance, **LOCAL AGENCY** must conform to the provisions of Labor Code Sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. **LOCAL AGENCY** agrees to include prevailing wage requirements in its contracts for public works. Work performed by **LOCAL AGENCY's** own forces is exempt from the Labor Code's prevailing wage requirements.

## 32. Prevailing Wage Requirements in Subcontracts

**LOCAL AGENCY** shall require its subcontractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined

in Labor Code Section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in **LOCAL AGENCY's** contracts.

If Project is paid for, in whole or part, with Federal funds and is of the type of work subject to Federal prevailing wage requirements, **LOCAL AGENCY** will conform to the provisions of the Davis-Bacon and Related Acts (40 USC Sections 3141-3148).

When applicable, **LOCAL AGENCY** will include Federal prevailing wage requirements in contracts for public works. Project work performed by employees of a **LOCAL AGENCY's** is exempt from any prevailing wage requirements.

### 33. Project Close Out

The Agreement Expiration Date refers to the last date for **LOCAL AGENCY** to incur valid Project costs or credits and is the date the Agreement expires. **LOCAL AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project subcontractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

### 34. Appendix E (Pertinent Nondiscrimination Authorities)

During the performance of this contract, the **LOCAL AGENCY**, for itself, its assignees, and successors, and successors in interest (hereinafter referred to as the "**LOCAL AGENCY**") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d et seq., 78 Stat. 252) prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21;
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Section 4601) prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- C. Federal-Aid Highway Act of 1973 (23 USC Sections 324 et seq.) prohibits discrimination on the basis of sex;
- D. Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, (42 USC Sections 6101 et seq.), as amended, prohibits discrimination on the basis of age;
- F. Airport and Airway Improvement Act of 1982 (49 USC Sections 471 and 47123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex;
- G. The Civil Rights Restoration Act of 1987 (PL 100-209) broadened the scope, coverage, and applicability of Title VI of the Civil Right Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients, and subcontractors, whether such programs or activities are Federally funded or not;
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC Sections 12131-12189) as implemented by USDOT regulations 49 CFR Parts 37 and 38;
- I. The Federal Aviation Administration's nondiscrimination statute (49 USC Sections 47123) prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR §§ 74087-74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 et seq.).

### 35. Public Records Request

If a party receives a public records request pertaining to the Project, that party will notify parties within five (5) working days of receipt and make parties aware of any disclosed public documents. Parties will consult with each other prior to the release of any public documents related to the Project.

### 36. Encroachment Permit

- A. **CALTRANS** will issue, upon proper application, the encroachment permits required for Project within State Highway System (SHS) right-of-way. **LOCAL AGENCY**, their subcontractors, agents' contractors and/or agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. **CALTRANS** will provide encroachment permits to **LOCAL AGENCY**, their subcontractors, agents, and utility owners at no cost to **LOCAL AGENCY**.
- B. **LOCAL AGENCY** will submit a one-time encroachment permit application for routine Project work as required by this Agreement. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement or any work that is not regular maintenance, prior to the start of any work within **CALTRANS'** right of way.

### 37. State-Owned Data

- A. **LOCAL AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
  - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify the Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. To use the State-owned data only for State purposes under this Agreement.
- C. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). Reference State Administrative Manual (SAM) Section 5335.1.

**38. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to and not a limitation of the **LOCAL AGENCY's** indemnification obligations contained elsewhere in this Agreement, the **LOCAL AGENCY** hereby assumes all risks of the consequences of exposure of **LOCAL AGENCY's** employees, agents, subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. **LOCAL AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **LOCAL AGENCY's** employees, agents, subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **LOCAL AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **LOCAL AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents, and/or employees.

**39. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code Section 42649.8 et seq., if **LOCAL AGENCY** generates four (4) cubic yards or more of organic waste or commercial solid waste per week, the **LOCAL AGENCY** shall arrange for organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. **LOCAL AGENCY** shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the **CALTRANS** Contract Manager.

**40. ADA Compliance**

All entities that provide electronic or information technology or related services that will be posted online by the California Department of Transportation must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

**Attachments:**

The following **Attachments** are incorporated into and are made a part of this Agreement by this reference and attachment.

- I. **LOCAL AGENCY** Resolution
- II. Scope of Work
- III. Sample Service Request/Tow Services Task Order
- IV. ADM 1511 Subcontracting Provisions List
- V. Sample Invoice Request
- VI. Invoice Dispute Notification
- VII. Accounting and Audit Guidelines

Parties are empowered by California Streets and Highways Code to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
LOCAL AGENCY**

By: \_\_\_\_\_

Title: Contract Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment II  
SCOPE OF WORK**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC)  
CONSTRUCTION TOW OPERATOR, SUBJECT TO  
FREEWAY SERVICE PATROL GUIDELINES**

The towing services are a joint project of the Riverside County Service Authority for Freeway Emergencies (RCTC), the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans). The projects covered by the Agreements are within the County of Riverside. The service is provided by RCTC's subcontractors (tow or towing truck companies), selected through a competitive bid process, under contract to RCTC. The purpose of towing services is to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where conditions permit, safe removal of small debris will be required. Tow company vehicles shall be exclusively dedicated to the service during the hours of operation. All vehicle maintenance activities shall be conducted during non-service hours. The subcontractor's vehicle operators (vehicle operators) shall assist motorists involved in minor accidents and those with disabled vehicles. In accordance with their contract with RCTC, the subcontractors shall be responsible for clearing the freeway of automobiles, small trucks and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions warrant, vehicle operators will remove the vehicles from the freeway to provide service. The vehicle operators shall continuously patrol their assigned beat, respond to CHP dispatched calls for service, use the designated turnaround locations, and use the CHP designated drop locations.

Vehicle operators may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. Vehicle operators may spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle. If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the vehicle operator to call the CHP Communications Center to request a CHP rotational tow or other services. Vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during the towing operator shift unless called as a rotation tow by CHP. If called as a rotation tow after a vehicle operator shift, the vehicle operator must remove all towing freeway service markings such as vests, uniforms and magnetic vehicle signage.

All tow services shall be provided at no cost to the motorist. Vehicle operators shall not accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. To promote a safe work environment and to maintain a level of professionalism, the Standard Operating Procedures (SOP) manual must be followed by the tow company and their vehicle operators as this document and all updates will be incorporated into the subcontractor's agreement. The SOP is updated as needed, and that the subcontractor is responsible to operate and adhere to the most recent version of the SOP at all times. Further, all services performed by RCTC will be performed in accordance with all applicable Federal, State, and RCTC laws, ordinances, regulations, and Caltrans encroachment permits, published manuals, policies, and procedures, and the Freeway Service Patrol Guidelines.

**Attachment III**

**FSP TASK ORDER**  
Contract No.: 08A3134  
Date of Request. \_\_ \_ \_\_  
Project Number \_\_ \_

This Task Order is entered into pursuant to the provisions of the Cooperative Agreement No. 08A3134 between CALTRANS and the LOCAL AGENCY. This Task Order implements and is hereby made part of Cooperative Agreement No. 08A3134.

Project Description and Location (include the county route and post mile):  
Type of Services Required:  
Date(s) and Time(s) Services are to be provided:

<u>Weekday Service</u>	<u>Weekend Service</u>
Beginning Date: _____	Beginning Date: _____
Ending Date: _____	Ending Date: _____
Daily Reporting Time (a.m.): _____	Daily Reporting Time (a.m.): _____
*Daily Completion Time (a.m.): _____	*Daily Completion Time (a.m.): _____
Daily Reporting Time (p.m.): _____	Daily Reporting Time (p.m.): _____
*Daily Completion Time (p.m.): _____	*Daily Completion Time (p.m.): _____
Excluded Dates: _____	Excluded Dates: _____
Estimated Hourly Rate for Tow Services \$ _____	

Project Officials  
CALTRANS Project Supervisor  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

RCTC Coordinator  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

1. Tow Contractor (completed by RCTC)  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Beat# \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

2. Tow Contractor (completed by RCTC)  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Beat # \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_



Reporting

CALTRANS and LOCAL AGENCY agree that all reporting for this job shall be accomplished through the standard FSP Daily Report Form. Revisions, other versions, or additional forms shall not be used.

Funds Certified by: \_\_ \_ \_ \_ \_ , Construction

(Name and Title)

Approvals

**CALTRANS**

**LOCAL AGENCY**

By\_ \_ \_ \_ \_

(Name and Title)

By\_ \_ \_ \_ \_

(Name and Title)

**ATTACHMENT IV**

**Subcontracting Provisions List**

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
**SUBCONTRACTING PROVISIONS/LIST**  
Form ADM 1511 (REV. 9/06)

List all subcontractors that will be used in this Agreement. All subcontractors listed below must be used in accordance with the Agreement. This includes, if applicable, compliance with the subcontracting provisions and any Disabled Veteran Business Enterprise (DVBE), Small Business, Micro-Business, and Disadvantaged Business Enterprises (DBE) subcontractors. If none, bidder to write "NONE" in this space.

NAME	BUSINESS ADDRESS	DESCRIPTION OF PORTION OF WORK WHICH WILL BE DONE BY EACH CONTRACTOR*
Navarro's Towing	16657 Orange Way, Fontana, CA 92335	Please see scope of work applicable to all subcontractors
Pape's Towing	2000 West Key Street, Colton, CA 92324	
Roy & Dot's Towing	661 W. Rialto Avenue, Rialto, CA 92376	
Tri-City Towing	1661 W. Walnut Street, San Bernardino, CA 92410	

**Attachment V**  
**Sample Invoice**

**SAMPLE INVOICE**

CONSTRUCTION FSP INVOICE FOR RCTC

Month/Yr.	Task Order	Tow Contractor Name	Hourly Rate	Hours Worked	Tow Service Amount
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$

Total Tow Subcontractor's Costs \$ \_ \_ \_ \_ \_

RCTC Administrative Cost (8% of Total Amount) \$ \_ \_ \_ \_ \_

**TOTAL INVOICE** (Tow Contractor(s) + Administrative Cost) \$ \_ \_ | \_ \_ \_ \_ \_

## Attachment VI Invoice Dispute Notification

STATE OF CALIFORNIA - DEPARTMENT OF FINANCE  
**INVOICE DISPUTE NOTIFICATION**  
STD. 269 (REV. 7/2004)

(Mail in a window envelope.)		DATE OF DISPUTE	
<b>VENDOR ADDRESS</b>		INVOICE NUMBER	
		AMOUNT	
		INVOICE DATE	
		REFERENCE NUMBER(S)	
(fold)			
<b>The invoice referenced above is disputed for the following reasons:</b>			
<div style="display: flex; flex-wrap: wrap;"><div style="width: 50%;"><input type="checkbox"/> Goods/Services not received</div><div style="width: 50%;"><input type="checkbox"/> Duplicate billing</div><div style="width: 50%;"><input type="checkbox"/> Noncompliance with contract</div><div style="width: 50%;"><input type="checkbox"/> Invoice belongs to another department</div><div style="width: 50%;"><input type="checkbox"/> Incorrect billing/amount due</div><div style="width: 50%;"><input type="checkbox"/> Damaged goods</div><div style="width: 50%;"><input type="checkbox"/> Partial shipment received</div><div style="width: 50%;"><input type="checkbox"/> Invoice not properly executed</div><div style="width: 50%;"><input type="checkbox"/> Other _____</div></div>			
<b>THIS NOTIFICATION IS A FOLLOWUP TO A PHONE CONVERSATION WITH THE PERSON FROM YOUR COMPANY WHOSE NAME APPEARS BELOW</b>			
NAME _____		DATE OF CONVERSATION _____	
<b>IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:</b>			
NAME _____		TELEPHONE NUMBER _____	
E-MAIL _____		_____	
(fold)			
<b>RETURN A COPY OF THIS NOTIFICATION WITH THE CORRECTED INVOICE (IF APPLICABLE)</b>  (For your convenience, the return address has been positioned for use in a window envelope.)  <div style="border: 1px solid black; width: 300px; height: 60px; margin: 10px auto;"></div> <b>RETURN TO:</b>			

## Attachment VII

### ACCOUNTING & AUDIT GUIDELINES FOR AGREEMENTS WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

#### INTRODUCTION

The purpose of this information is to outline for you, a potential contractor with the California State Department of Transportation (**CALTRANS**), and the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system, which will assure compliance with the terms of the agreement. A pre-award audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

**CALTRANS** reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

#### ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with **CALTRANS** must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to **CALTRANS** are:
  - a. Supported by adequate documentation.
  - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
  - a. A General Ledger
  - b. Job cost ledger
  - c. Labor distributions
  - d. Time records
  - e. Subsidiary journals
  - f. Chart of accounts
  - g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:

A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.

b. Segregation of costs by contract, category of cost and milestones (if applicable).

c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.

d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.

e. Ability to trace from invoices submitted to **CALTRANS** to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.

f. Ability to reconcile job cost records to the accounting records.

- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.

- Procedures to monitor and adjust projected overhead rates to actual rates.

- Controls to ensure that written approval is obtained prior to any changes to the contract.

- Procedures to retain accounting records and source documentation as required by the terms of the contract.

- A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:

- a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.

- b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.

- c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenue, and expenditures.

- d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
  - Timesheets be prepared, signed, and dated by all employees.
  - Timesheets be completed in non-erasable ink.
  - Timesheet corrections be crossed-out and initialed by the employee.
  - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

#### **AUDITS**

Contractors, whether a contractor, performing under a negotiated contract with **CALTRANS** are subject to the following audits:

##### **PREAWARD AUDITS**

Prior to the award of a contract, the **CALTRANS** Audits and Investigations will conduct a preaward audit to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. The audit alerts both the contractor and **CALTRANS** management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

##### **INTERIM AUDITS**

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the contract administrator or by **CALTRANS** management to address concerns during the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

##### **POST AUDITS**

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's internal controls systems. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be performed. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to **CALTRANS**.

To provide contractors with a procedure for obtaining prompt and equitable resolution to a dispute arising from a post-audit of a non-highway construction cost reimbursement contract, **CALTRANS** has established an Audit Review Committee (ARC). Information explaining the ARC should be found in your contract and/or as an attachment to the post-audit report.

#### **AUDIT CRITERIA**

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents  
Government Printing Office  
Washington, DC 20402

Washington D.C. (202)783-3228  
San Francisco (415) 512-2770  
Los Angeles (213) 239-9844

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Office of State Publishing Department of General Services (916)445-2295

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building  
914 Capitol Mall  
P.O. Box 942837 Sacramento, CA 94237-0001  
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

**CALTRANS** is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with **CALTRANS** is responsible for taking necessary and reasonable steps to achieve these same goals.



# **AGENDA ITEM 7J**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Brian Cunanan, Commuter & Motorist Assistance Manager
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Amendment to Agreement with Steve's Towing for 15 Express Lanes Freeway Service Patrol Service

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve Agreement No. 16-45-103-02, Amendment No. 2 to Agreement No. 16-45-103-00 with Steve's Towing (Steve's) to include Freeway Service Patrol (FSP) service for the 15 Express Lanes through December 31, 2021, in the amount of \$780,179, plus a contingency amount of \$78,018, for an additional amount of \$858,197, and a total amount not to exceed \$2,063,197;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project.

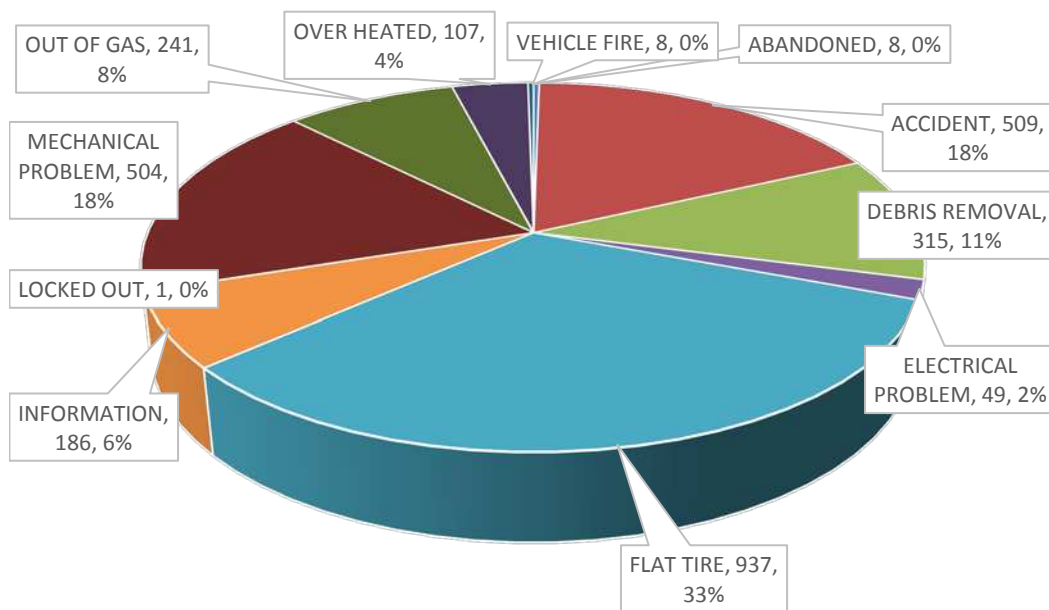
**BACKGROUND INFORMATION:**

The Commission, acting in its capacity as the Service Authority for Freeway Emergencies, is the principal agency in Riverside County, in partnership with Caltrans and the California Highway Patrol (CHP), managing the FSP program. The purpose of the FSP program is to provide a continuously roving tow services patrol along designated freeway segments (referred to as beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways.

In March 2016, the FSP program expanded service beyond general purpose and HOV lanes with the launch of the 91 Express Lanes in Riverside County to optimize incident response time and safety and to help maintain free flow conditions in the new express lane facilities. While the concept and purpose of the FSP program remain the same, regardless of lane type, the Express Lane FSP (EL FSP) approach differs slightly from general purpose lane service due to the conditions (limited to no shoulders) and customer expectations (continuous free flow) associated with express lane operations. The biggest difference is the type of trucks used. Regular FSP uses conventional tow trucks (with a boom) while EL FSP requires a two-vehicle car carrier/flatbed truck in order to handle a majority of the incidents and vehicle types and rapidly remove incidents

from express lane facilities. The other major difference is that the EL FSP trucks do not continuously rove but are strategically staged at Toll Utility Buildings (TUB) until they are required to perform a sweep of the facilities or deployed by the Express Lanes Traffic Operations Center or CHP. EL FSP vehicle operators are responsible for clearing the toll lanes of automobiles, small trucks, motorcycles, and small debris. When and where conditions warrant, service may be executed on toll lane shoulders. Where conditions do not warrant, vehicle operators will remove the vehicles from the toll lanes and, in most cases, off the highway to provide service. Since the opening of the 91 Express Lanes in March 2017, nearly 3,000 FSP assists have been provided to express lanes customers by the current EL FSP operator, Steve's.

**91 Express Lane FSP Assists (Inception through November 30, 2019)**



Steve's established a history of quality FSP service, flexibility, and performance with the Commission's FSP program. Prior to working EL FSP, Steve's was awarded competitively bid contracts to provide service on SR-91 beats within Corona limits for regular peak service and for enhanced construction FSP services (mid-day, extended PM, and weekend service) while the 91 Express Lanes were being built. Subsequently, at its September 2016 Commission meeting, the Commission awarded Agreement No. 16-45-103-00 to Steve's Towing for EL FSP service on the 91 Express Lanes for a three-year term with one two-year option to extend the agreement in an amount not to exceed \$1,205,000 (at \$56.25 per truck hour) following a competitive procurement. The vehicle requirements for this contract include one primary tow truck and one back-up tow truck from Steve's, both of which are flatbed trucks. To date, Steve's performed well under this agreement and an amendment exercising the two-year option was executed in September 2019 to extend the agreement through December 31, 2021.

### **DISCUSSION:**

In order to optimize incident response time and safety and to help maintain free flow conditions, EL FSP services will also be applied to the 15 Express Lanes scheduled to open later in 2020. Coverage for this facility will mirror the 91 EL FSP operation and utilize up to two strategically staged flatbed trucks for optimal coverage during peak weekday windows. Ultimately, the goal is to have EL FSP services for both under one contract/operation given the proximity and contiguous nature of the two facilities (91 and 15 Express Lanes), with the following approach:

- a) Streamlines operations/communications between staff and the operator;
- b) Provides staff/CHP more flexibility with respect to how the tow operator resources are allocated; and
- c) Reduces the amount of back up vehicles needed. Instead of requiring a back-up vehicle for two separate facilities (15 and 91 Express Lanes), only one back-up would suffice under a single Riverside County EL FSP contract, thereby lowering overall tow rates.

Several options exist to sync up the EL FSP services for the two facilities under one contract. The first involves putting out an RFP for consolidated EL FSP services for both 91 and 15 Express Lanes that starts with the opening of the 15 Express Lanes facility. This however, would entail cutting Steve's 91 EL FSP contract short by approximately 18 months, thereby punishing a contractor in good standing. Staff has been negotiating an alternative option with Steve's that involves adding an additional flatbed truck and coverage of the 15 Express Lanes to the existing 91 EL FSP contract scope, which would start when the new facility opens later in 2020 through the end of the contract term through December 31, 2021. This option only works because Steve's had an extra flatbed truck available that may be used for this purpose. The vehicle was subjected to preliminary inspections by CHP and passed. If an amendment expanding Steve's scope is approved, the extra truck would need to be equipped and comply with program standards (i.e., color, additional miscellaneous tow equipment, installation of FSP radios and automated vehicle locator, etc.) prior to starting service. In this scenario, Steve's would provide a total of three flatbed trucks to cover both express lane facilities – one on the 91 Express Lanes and two on the 15 Express Lanes. An added benefit to this approach is that it will allow staff to test and validate if two trucks on the 15 Express Lanes is warranted ahead of releasing a request for proposals for consolidated EL FSP services.

Staff provided Steve's an opportunity to propose a new rate for additional service on the new 15 Express Lanes and a rate of \$70.00 per hour was submitted. Staff compared the rate to existing program rates as well as the latest FSP tow rates from neighboring programs and view this as a fair price. Therefore, staff recommends approval of an amendment with Steve's towing for 15 EL FSP services at an additional amount of \$858,197 that includes \$143,669 for a three-month ramp up period, \$636,510 for the remaining 15 months, and a 10 percent contingency of \$78,018. With approval of this amendment, a request for proposals for consolidated EL FSP services will be released in 2021.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2020/21+	Amount:	\$858,197
Source of Funds:	15 Express Lanes Toll Revenues			Budget Adjustment:	N/A
GL/Project Accounting No.:	001599 81014 00000 0000 515 31 81002				
Fiscal Procedures Approved:	<i>Theresa Iuvino</i>			Date:	12/16/2019

Attachment: Draft Agreement No. 16-45-103-02 with Steve's Towing

**Agreement No. 16-45-103-02**

**AMENDMENT NO. 2 TO  
AGREEMENT FOR FREEWAY SERVICE PATROL SERVICES  
FOR BEAT NO. 91-T  
WITH E&S TOWING ENTERPRISES, INC. DBA STEVE'S TOWING.**

**1. PARTIES AND DATE**

This Amendment No. 2 is made and entered into as of \_\_\_\_\_, 2020 by and between the Riverside County Transportation Commission acting in its capacity as the Riverside Service Authority for Freeway Emergencies ("SAFE"), a public entity, and E&S Towing Enterprises, Inc., a California corporation (referred to herein as "CONTRACTOR").

**2. RECITALS.**

- 2.1 SAFE and CONTRACTOR have entered into an agreement dated December 29, 2016 for the provision of freeway patrol services on Beat No. 91-T on behalf of the SAFE (the "Master Agreement").
- 2.2 SAFE and CONTRACTOR amended the Master Agreement in order to extend the term of the Master Agreement to September 23, 2019 for the continued provision of freeway service patrol services.
- 2.3 SAFE and CONTRACTOR now desire to amend the Master Agreement in order to provide additional compensation in order to provide additional FSP services as further described herein.

**3. TERMS**

- 3.1 The Scope of Services of the Master Agreement shall be amended to include 15 Express Lane freeway service patrol services for Beat No. 15-T.
- 3.2 Services for freeway patrol services for Beat No. 91-T shall be performed and compensated pursuant to and in accordance with the terms of Amendment 1 of the Master Agreement.
- 3.3 The maximum compensation for 15-T freeway service patrol Services, shall be Seven Hundred Eighty Thousand One Hundred Seventy-Nine Dollars (\$780,179.00).

- 3.4 The total not-to-exceed amount of the Master Agreement, as amended by this Amendment No. 2, shall be increased from One Million Two Hundred Five Thousand Dollars (\$1,205,000.00) to One Million Nine Hundred Eighty-Five Thousand One Hundred Ninety-Seven Dollars (\$1,985,197.00).
- 3.5 Except as amended by this Amendment No. 2, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2.
- 3.6 This Amendment No. 2 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.7 This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

**[Signatures on following page]**



**SIGNATURE PAGE  
TO  
Agreement No. 16-45-103-02**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment on the date first herein above written.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION  
ACTING IN ITS CAPACITY AS THE  
RIVERSIDE COUNTY SERVICE  
AUTHORITY FOR FREEWAY  
EMERGENCIES**

**E&S TOWING ENTERPRISES, INC.  
dba STEVE'S TOWING**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

**\*ATTEST:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
Counsel to the Riverside County  
Transportation Commission

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

**\* 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.

# **ADDITIONAL TOLL FSP SCOPE OF SERVICES I-15 EXPRESS LANES**

## **1.0 GENERAL INFORMATION**

### **1.1 Project Description**

The added Scope of Services of this contract will include the 15-T Beat for the Interstate (I)-15 Express Lanes. The limits of the I-15 Express Lanes will be along the I-15 from the State Route (SR) 60 interchange to Cajalco Road and direct connectors to the 91 Express Lanes.

The 15-T Beat will be staged at strategic locations along the corridor. Locations subject to change at RCTC's direction. Vehicles along the 15-T will not be staged a TUBs or airconditioned buildings, rather at designated locations along the corridor. Toll FSP vehicle operators will be staged in their vehicles. Contractor must supply external HVAC or standalone HVAC units to comply with California Vehicle regulations.

Toll Freeway Service Patrol standard hours of operation are defined in section 2.1 below. The 15-T Beat will be a new facility opening and shall have a required ramp-up Toll FSP service for the first three months of the beginning of operation.

## **2.0 Beat Description/Summary**

<b>FSP Beat #</b>	<b>Beat Description</b>	<b>One-Way Length in Miles</b>	<b># Primary FSP Trucks</b>
15-T	Express Lanes on Interstate (I) 15 from State Route (SR) 60 to Cajalco Road	14	2

### **2.1 Hours of Operation:**

#### Standard Toll FSP 15-T

Monday through Wednesday

4:00 a.m. to 10:00 a.m. operating 2 truck

1:00 p.m. to 7:00 p.m. operating 2 truck

Thursday through Friday

4:00 a.m. to 10:00 a.m. operating 2 truck

12:00 p.m. to 8:00 p.m. operating 2 truck

Saturday through Sunday  
1:00 p.m. to 7:00 p.m. operating 1 truck

Ramp-Up Toll FSP 15-T (first three months of contract)

Monday through Wednesday  
4:00 a.m. to 11:00 a.m. operating 2 truck  
12:00 p.m. to 7:00 p.m. operating 2 truck

Thursday through Friday  
4:00 a.m. to 11:00 a.m. operating 2 truck  
12:00 p.m. to 8:00 p.m. operating 2 truck

Saturday through Sunday  
1:00 p.m. to 7:00 p.m. operating 1 truck

**RCTC reserves the right to change service hours and operational requirements during the course of the contract.**

- a. Total estimated truck hours in first 3 months 15-T: 2,053.
- b. Total estimated truck hours in remaining years of contract: 9,093.
- c. In addition to the above service hours, at the discretion of RCTC and CHP, additional service may be requested as deemed necessary. Contractor will be notified at least one week prior to when this service is to be provided.
- d. Toll FSP service will operate on all major holidays unless otherwise notified.

### **3.0 FSP Management and Representatives**

Same as original contract.

#### **3.1 Standard Operating Procedures**

Contractor is shall sweep the beat at the beginning and end of each shift and once every two (2) hours during the shift for the 15-T beat. Contractor is shall sweep the beat at the beginning and end of each shift for the 91-T beat.

### **4.0 Vehicles**

#### **4.1 Tow Truck Requirements**

Same as original contract.

#### **4.2 Tow Truck Appearance**

Same as original contract.

#### **4.3 Vehicle Inspections**

Same as original contract.

#### **4.4 Spare/Back-Up Vehicles**

Same as original contract.

#### **4.5 Vehicle Breakdown and Other Missed Service**

Same as original contract.

# **AGENDA ITEM 8**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lorelle Moe-Luna, Multimodal Services Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Blythe Wellness Express Pilot Program Final Report

**STAFF RECOMMENDATION:**

This item is for the Commission to receive and file a presentation on the final report of the Blythe Wellness Express (BWE) Pilot Program.

**BACKGROUND INFORMATION:**

In spring 2016, the Commission partnered with Palo Verde Valley Transit Agency (PVVTA) to submit a competitive grant under the Federal Transit Administration (FTA) Rides for Wellness (R2W) Initiative and was one of only 19 total projects nationwide to be awarded. The award included \$185,753, 60 percent of the overall project cost for BWE. Goals and strategies for the initiative included increase access to care, improve health outcomes, and reduce healthcare costs with the purpose of demonstrating how partnerships across the transportation and health industries can reduce healthcare costs by leveraging public transportation needs.

The BWE award covered an 18-month pilot period to provide transportation options for residents in Palo Verde Valley to access specialty medical and healthcare in the Coachella Valley. Service planning began in January 2017 to develop and implement the operating and marketing plans, followed by vehicle service commencing in July 2017. BWE provided a three-day weekly, deviated fixed-route, advance reservation service linking Blythe with distant medical facilities as well as provide transfers to the SunLine transit network. Operating cost for the pilot period totaled about \$305,254 in addition to \$99,541 for costs incurred by the Commission to administer the program and consultant costs to assist PVVTA in service design and extensive marketing support.

A one-way trip totaled 118 miles from the Blythe Main Street Park and Ride to Desert Regional Medical Center in Palm Springs. One-way fare cost \$10.00 per passenger, or \$15.00 roundtrip. Major destinations included the Desert Regional Medical Center, Eisenhower Medical Center, John F. Kennedy Memorial Hospital, Kaiser Indio, and various medical offices, dialysis centers, and pharmacies in the cities of Palm Desert, Palm Springs, and La Quinta. The pilot program period served 1,662 one-way passenger trips.

The program received national attention by FTA to highlight the needs of healthcare access in rural areas.

As required by the R2W program guidelines, a final report was completed to measure FTA goals of improved access to care, improved health outcomes, and reduce health costs. The BWE program was designed to track riders' health changes over time by asking riders to complete an initial registration about self-reported health history and health status. Riders were asked to complete a survey with parallel questions on every trip heading to the Coachella Valley. Although changes in health status cannot be directly attributed to BWE as there are too many other variables influencing health outcomes that are not transportation-related and not measured in the survey, most riders credit the BWE and improved access to healthcare with their improved health.

Additional challenges occurred in testing whether increased access to care lead to reduced healthcare costs as it requires access to hospital records of patient care over a long-term, being able to connect BWE riders with longitudinal information about their health status. Nevertheless, survey findings were valuable and concluded the following:

- A total of 311 trips were surveyed and found that about 85 percent of the trips were taken for health-related purposes. Of this group, about two-thirds (67 percent) were to make specialist appointments, 20 percent were made for routine appointments, and 5 percent for dental appointments.
- About 42 percent of riders indicated that they were unable to go to the doctors in the last six months because of lack of transportation.
- Self-reported health status that could be tracked over time was provided by 92 riders, or 35 percent of registered riders. Of this group, 45 percent indicated an improvement in their self-reported health status from registration to their most recent trip; 43 percent maintained their health status; and 11 percent reported that their health status was worse on their last trip than when they registered.

Upon completion of the pilot program, PVVTA successfully sought and secured funds through the FTA Section 5311 Program for rural transit operators and utilized funds from the County of Riverside's Air Quality program to continue the service. The service was also modified to be open to the general public and operational days was trimmed to two days a week and the first and third Friday of each month to make the service more efficient and sustainable.

There is no financial impact for this item.

Attachment: Blythe Wellness Express Final Report

Agenda Item 8







# FTA'S RIDES TO WELLNESS PROGRAM BLYTHE WELLNESS EXPRESS

## PILOT-END PERFORMANCE EVALUATION

May 2019



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# PILOT-END PERFORMANCE EVALUATION FOR FTA’S RIDES TO WELLNESS PROGRAM: BLYTHE WELLNESS EXPRESS

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# PILOT-END PERFORMANCE EVALUATION FOR FTA'S RIDES TO WELLNESS PROGRAM: BLYTHE WELLNESS EXPRESS

## EXECUTIVE SUMMARY

### About the BWE

The Blythe Wellness Express (BWE) is a lifeline service providing health-related transportation three days a week between the rural City of Blythe and its surrounding communities and the Coachella Valley, more than 100 miles away. The service responds to a long-reported need for access to healthcare services not available in Blythe. The BWE is operated by Palo Verde Valley Transit Authority (PVVTA) and funded by an FTA Rides to Wellness Grant secured by the Riverside County Transportation Commission (RCTC), along with in-kind contributions from RCTC to satisfy the local match requirement. Operational and funding partners include: the Palo Verde Hospital, the Independent Living Partnership's Transportation Reimbursement Program (a rider-centered volunteer driver service), the SunLine Transit Agency, the Palo Verde Valley Community Improvement Fund, the Riverside County Supervisor's 4<sup>th</sup> District Office and the Blythe Cancer Resource Center.

### Service Provided

During the 18-month pilot program, BWE provided 1,662 one-way trips to 270 unique users. Unique users refers to the number of distinct individuals riding the service, regardless of how many trips they take. BWE's route serves three hospitals and deviates to additional health care destinations as time allows. Each trip is 118 miles one-way from the Blythe Main Street Park and Ride to Desert Regional Medical Center in Palm Springs. Destinations included 21<sup>st</sup> Century Imaging and Radiology, Desert Regional Medical Center, Eisenhower Medical Center, Eisenhower Imaging, John F. Kennedy Memorial Hospital, Kaiser Indio, medical offices in Palm Desert, Palm Springs and La Quinta, dialysis centers, multiple pharmacies and Western Dental.

The program's operating cost totaled \$305,254 for vehicle-related operating costs. An additional expense of \$99,541 was incurred by RCTC in its efforts to administer the program and consultant costs to assist PVVTA in service design and extensive marketing support. December 2018 experienced the highest receipt of fare revenue at \$1,315, bringing the overall farebox recovery ratio to 3.4%.

The BWE offered a free first round trip for all new users of the service as an incentive to experience how the program works. The cost of the free ride is covered by local funds contributed by BWE's funding partners as part of the project match. The BWE's plan for sustained service includes bridge funding from local sources and continuing funding from FTA Section 5311 for rural transit operators.

### Health Outcomes

To measure FTA goals of improved access to care, improved health outcomes and reduced health costs, the BWE program was designed to track riders' health changes over time. Riders completed an initial registration about self-reported health history and health status. Riders were asked to complete a survey with parallel questions on every trip heading to the Coachella Valley. BWE riders reported on their trip purpose for 311 trips. Of these trips, 263 trips (84.5%) were taken for health-related reasons. Self-reported health status that could be tracked over time was provided by 92 riders, or 35% of registered riders. Of this group, 42 riders (45%) showed an improvement in their self-reported health status from registration to their most recent trip. Forty riders (43%) maintained their health status and 11 riders (11%) reported that their health status was worse on their last trip than when they registered. Additional health outcomes are discussed in the body of this report.

# PILOT-END PERFORMANCE EVALUATION FOR FTA'S RIDES TO WELLNESS PROGRAM: BLYTHE WELLNESS EXPRESS

## INTRODUCTION

The Blythe Wellness Express (BWE) is a lifeline service between the City of Blythe and its surrounding communities and into the Coachella Valley in support of medical trips. The BWE is in service on Mondays, Wednesdays and Fridays, leaving Blythe each day at 6:30 a.m. en route to Coachella Valley medical facilities with the first pick-up at 1:00 p.m. for the return to Blythe. The BWE operates as a deviated fixed-route shuttle, stopping at the SunLine Transfer Center in Indio, the John F. Kennedy Medical Center in Indio, the Eisenhower Medical Center in Rancho Mirage and the Desert Regional Medical Center in Palm Springs. These locations serve as the timepoints for the inbound destinations and outbound pick-up locations for the return trip back to Blythe. There are also stops that can be made by request between Blythe and the Coachella Valley. These include the communities of Mesa Verde and Desert Center, as well as a rest stop at Chiriaco Summit, which is located halfway between Blythe and the Coachella Valley. The trip between Blythe and Indio is just over 100 miles one-way and the BWE service registers 265 route miles per service day.

BWE riders must have an advance reservation and be prepared to pay their fare at least a day prior to taking a trip. The fare for a one-way trip is \$10.00 or a same-day round trip at \$15.00 per person. As a promotional incentive, the very first trip on the BWE is provided for free as a way of encouraging Blythe residents to try the BWE where a round-trip experience could be a 10-hour day.

This report presents an assessment of the BWE service over the 18-month Rides to Wellness pilot period. This includes a summary of the program development and launch, performance measures from service operations and a qualitative assessment of health outcomes derived from rider surveys and focus group feedback.

## BACKGROUND

There has been a long existing need for a public transit connection between Blythe and the Coachella Valley for access to greater healthcare options and treatments not available in the Palo Verde Valley. Blythe is an isolated rural community on the far eastern edge of Riverside County, along the Colorado River and within the Sonoran Desert of central Arizona and eastern Riverside County. It is 170 miles from the City of Riverside and 240 miles from Los Angeles to the far west. The need for the lifeline service resurfaced during the outreach phase of the



COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN FOR RIVERSIDE COUNTY in early 2016.

According to California's Office of Statewide Health Planning and Development Healthcare Atlas, Blythe and the surrounding communities (population 19,670) are designated as a healthcare and healthcare professional shortage area in five (5) of six (6) categories, including Medically Underserved Population

and Medically Underserved Area. Due to a lack of services or requirements to see a specific doctor mandated by insurance, residents must often travel at least 100 miles or more to Coachella Valley for care. Individuals who cannot drive, don't have access to a vehicle or cannot afford the trip, do not receive care.

The release of the Rides to Wellness (R2W) grant program enabled RCTC to take the lead role in the development of a R2W grant application with the objectives of: 1) supporting PVVTA as the operator of a health-oriented transportation service crossing the desert to Coachella health care facilities, the BWE, and 2) expanding PVVTA's role of mobility management for the rural Palo Verde Valley.

PVVTA is the public transit provider for the City of Blythe and its surrounding communities. The agency operates five local deviated fixed-routes, Monday through Saturday, providing roughly 10,500 trips per year within the city's 27 square miles and to immediately adjacent communities. PVVTA has been the public transit operator for the Palo Verde Valley of Eastern Riverside County for more than 40 years.

The development and submittal of the R2W grant application was a collaborative effort of multiple partners. These included: RCTC and its consultants, PVVTA, the Palo Verde Hospital, the Independent Living Partnership (TRIP Program) and the Sunline Transit Agency. Together, these organizations have worked to define roles that support the operation of the overall BWE program. The project has also been financially supported through local cash match resources provided by the Palo Verde Valley Community Improvement Fund, the Riverside County Supervisor's 4<sup>th</sup> District Office and the Blythe Cancer Resource Center. The BWE team garnered huge public support during the application phase, which led to a total of 27 letters of support from state and local governments, public transit, and human and social services agencies.

The service model for the BWE sought to replicate elements of a very successful program in neighboring Imperial County called MedTrans that provides lifeline medical trips for residents of the Imperial Valley traveling in to San Diego. The Imperial Valley program had long been operating its service at capacity on its 4-day schedule. MedTrans has a fare recovery ratio that supports a significant portion of the program's operating cost. While the two programs have a similar design, the pool of potential riders in each service area is quite different, comparing the Imperial Valley population of more than 125,000 persons to Blythe's population of less than 20,000. This shrinks the pool of possible riders but is offset by the greater scarcity of medical and dental resources in Blythe and the volume of referrals by Blythe general care physicians to specialty services in the Coachella Valley.

The BWE was selected as one of the R2W program's 19 successful applicants and one of only two projects funded in the state of California. The BWE pilot project was designed to provide 18 months of vehicle service, preceded by a 6-month planning phase to develop and implement the operating and marketing plans.

## REPORT PURPOSES

This Pilot-End Performance Evaluation report serves to fulfill RCTC's commitment to evaluation and reporting as an FTA Rides to Wellness grant recipient. This includes reporting to TRAMS and reporting the health outcomes proposed by RCTC in its grant application. The FTA goals the BWE project sought to measure and report on are three: 1) improved access to care, 2) reduced healthcare costs and 3)

improved health outcomes. Project partners developed a tiered measurement approach consistent with the grant application’s Demonstration of Benefits and Evaluation Criteria further described in the Health Outcomes section of this report. This report also serves as a self-assessment to support the comprehensive independent evaluation of the R2W demonstration grants being conducted by the Center for Urban Transportation Research (CUTR) on behalf of FTA.

This report documents the BWE pilot operational performance measures and the health outcomes related to improved access to care, reduced healthcare costs and improved health outcomes.

## IMPLEMENTATION

### Early and Continuing Partnerships

The planning phase for implementation of the BWE began with the engagement of a project steering committee, consisting of representatives from each of the project’s operational and financial partners. The steering committee’s role was to understand and define the mobility needs of the BWE target population and to delineate the roles and responsibilities of the partner agencies. The many partnerships required the execution of multiple Memorandums of Understanding (MOU) amongst the following agencies and their respective operating responsibilities:

- Riverside County Transportation Commission (RCTC)—lead R2W applicant with planning and fiduciary responsibility
- The Palo Verde Valley Transportation Authority (PVVTA)—service operations contractor and local public transit agency
- Palo Verde Hospital—mobility management and patient referrals
- Independent Living Partnership—mileage reimbursement program contractor
- SunLine Transit Agency—Coachella Valley transit agency, providing emergency assistance

Additionally, partnerships were developed with three Blythe area stakeholders that each made cash contributions towards the local match:

- Palo Verde Valley Community Improvement Fund (CIF)
- County of Riverside 4th District Supervisor John Benoit
- Blythe Cancer Resource Center

### A Thoughtful Operating Plan

The development of the operating plan began with the identification of major medical facilities in the Coachella Valley and their proximity to other healthcare facilities that were communicated as desired destinations by BWE partner agencies, local doctors’ offices, human services agencies and the community at large. Vehicle test runs were conducted to assess travel times and establish realistic time points, as well as to identify possible deviations sufficiently close to popular medical facilities to give riders’ confidence that their appointment times could be met. The passenger fare was established after lengthy discussion of what might be reasonable to a rider for a trip of that length, considering fuel prices of making the trip in personal automobiles. A peer review of fares from similar long-distance services was conducted. Other project specifics were introduced to the operating plan from “best practices” developed through trial and error from neighboring Imperial County’s MedTrans experience. These



included reservation processes, the requirement to pay the fare in advance and emergency road procedures coordinated with SunLine Transit Agency.

## Extensive and Continuing Program Marketing

The BWE was supported by a robust marketing plan that relied upon in-person mobility managers, both at PVVTA and the Palo Verde Hospital, to disseminate user-friendly brochures and flyers, to field telephone inquiries and to conduct regular outreach events throughout the community. Appendix A presents the riders' guide that was distributed widely within the Blythe community and late in the project to Coachella Valley destinations to which riders commonly traveled.

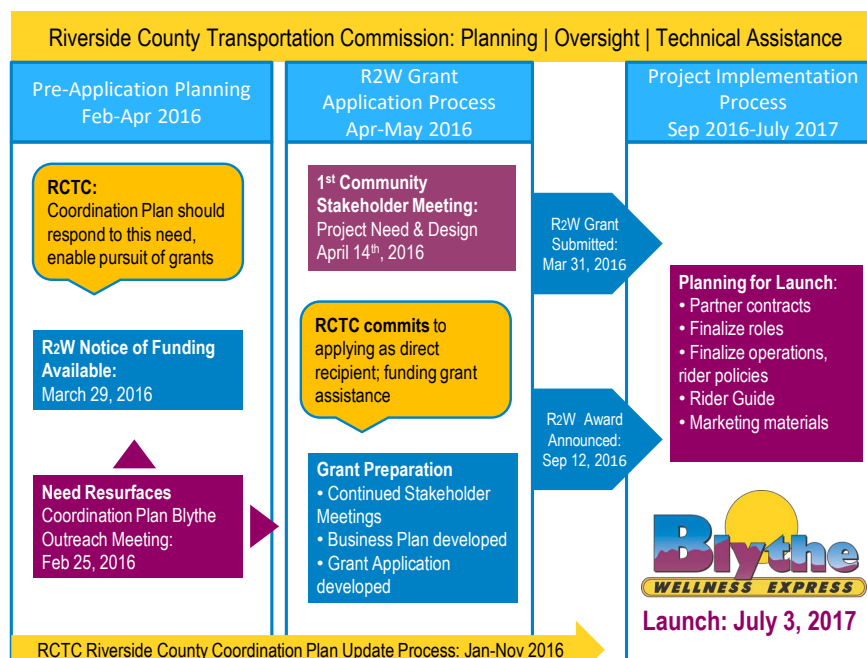
Print materials were created with the user experience in mind and as the best way to easily convey how to navigate this unique and potentially complicated service. Flyers and brochures were widely distributed throughout the community, including Spanish-translated versions.

Press releases were developed and advertised in the *Palo Verde Times* newspaper in Blythe and the *Desert Sun* in the Coachella Valley. Appendix B lists the eight articles published by these two newspapers over the BWE's initial 18 months, in addition to the production of a video by one newspaper and the development of a Facebook page.

A user-friendly webpage was designed specifically for the BWE service and includes maps of the service route, operating hours and service schedules, fare information and reservation procedures. The webpage can be accessed at: [www.blythewellnessexpress.org](http://www.blythewellnessexpress.org).

The BWE began service on July 3, 2017 and ran through Dec. 31, 2018 under the FTA grant. The timeline of overall BWE planning and implementation activities is presented in Figure 1. Discussion of the plan for continued BWE service, beyond the grant period, is included in this document's section Moving Forward.

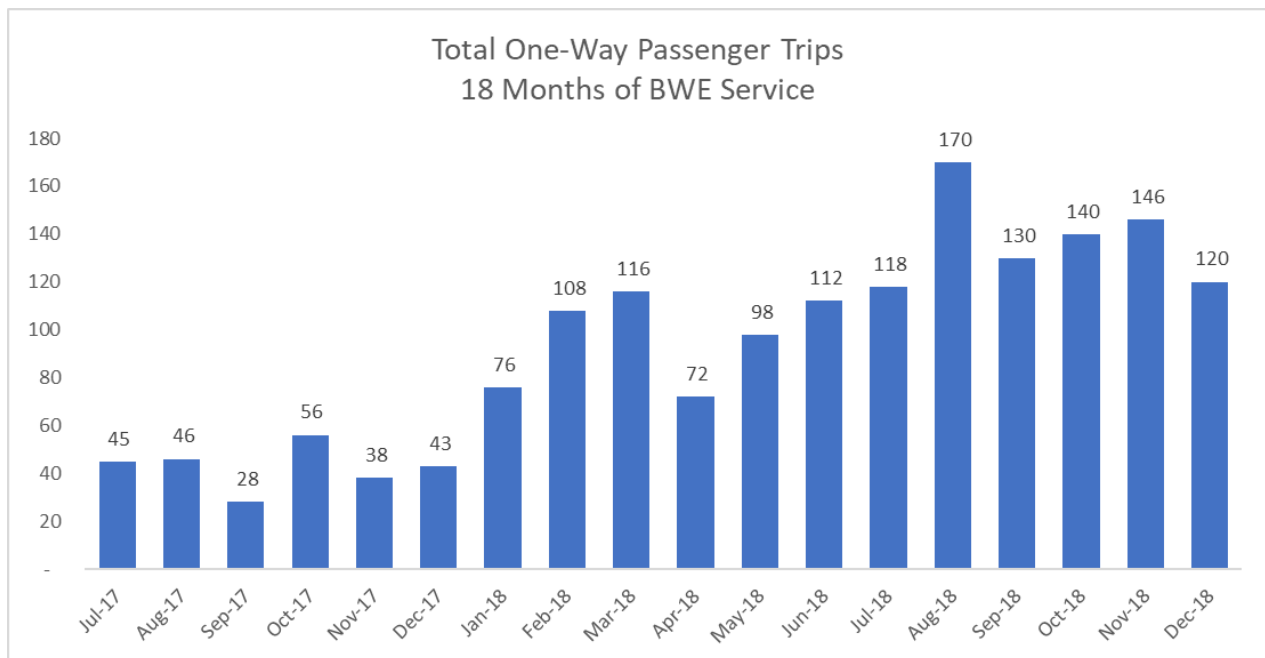
**Figure 1, BWE Overall Planning Schedule and Elements, Prior to July 2017 Launch**



## PERFORMANCE MEASURES

After a slow start in July 2017, the BWE increased its ridership, delivering more than 100 one-way trips per month consistently since February 2018 (Figure 2). Over the 18-month pilot period, the BWE provided a total of 1,662 passenger trips. However, the projected ridership for the BWE for the 18-month pilot was estimated at 2,888 one-way trips at the time of grant development. The projected number of passenger trips was based on 225 service days; however, the BWE only operated on 203 days when passenger trips were requested. An average daily round-trip passenger load of 12 passengers was used to project estimated ridership. The program's actual experience was an average daily round-trip passenger load of 8 passengers.

Figure 2, BWE Ridership



While utilization increased and held steady, the number of new registrations did not increase dramatically throughout the pilot period. Blythe has a limited pool of potential riders due to the area's smaller population and rural isolation. This indicates that continuing promotion and consistent outreach to the local community will be crucial to the program's future sustainability. In continuation beyond the pilot period, the BWE service is being expanded to allow trips beyond medical purposes. This change in program eligibility is expected to increase new registrations and help to grow ridership and increase use of the vehicle capacity.

The BWE served a total of 270 unique users during the 18-month pilot (Table 1). Unique users refers to the number of distinct individuals riding the service, regardless of how many trips they've taken in a given period. There were multiple rounds of marketing activities conducted to help promote visibility and awareness of the service and reach new or potential users. Activities included a project-specific website, overhaul of the PVVTA website, bilingual riders' guides and the distribution of promotional materials at medical facilities in the Coachella Valley where riders commonly travel.

The program's total operating cost over 18 months was \$404,795, of which \$305,254 went to direct vehicle operations and \$99,541 supported start-up planning, program reporting and evaluation and an extensive marketing and promotion effort. The program's last reported month of service in December 2018 experienced the highest receipt of fare revenue at \$1,315, bringing the farebox ratio for vehicle-related expenses to 5.4% for the month. This recovery ratio does not include the RCTC cost of administration, which will not continue post the pilot period. The farebox recovery ratio is still short of the California Transportation Development Act's (TDA) required 10% minimum farebox for rural programs, but the increase is encouraging. The gradual increase suggests that the program might achieve compliance within the TDA prescribed two-year grace period after the pilot ends and the eligibility criteria are expanded and, perhaps, the fare is revisited.

The BWE offers a free first round trip for all new users of the service as an incentive to experience how the program works. The cost of the free ride is covered by local funds contributed by the BWE's funding partners as match to the project. These local contributions will continue to be available over the next few years.

The gradual increase in ridership has helped to lower the program's cost per trip. After 18 months, the cost per passenger trip is \$183.67, which is not unexpected for an origin-to-destination service that travels more than 250 route miles per day. Conversely, the final cost per revenue mile is shown at \$5.89, which is comparable to other directly operated, demand response and shuttle services.

Table 1, BWE Performance Measures Over 18-Month Rides to Wellness Pilot Project Period

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	18 - Month Total
<b>Performance Measures</b>																			
Unique Persons Served	28	13	14	28	19	21	38	54	58	36	49	56	59	85	65	70	73	62	270
New Registrations	24	14	11	23	16	14	21	11	18	15	6	7	9	25	14	14	20	13	275
Service Days	9	10	10	12	11	8	11	11	14	11	10	8	13	14	12	14	13	12	203
Trip Surveys Completed	13	18	11	19	9	14	14	20	19	24	23	31	41	38	22	21	22	22	381
Mobility Management Contacts	615	560	345	50	450	25	25	15	15	20	6	6	16	30	25	15	2	5	2,225
Total One-Way Passenger Trips	45	46	28	56	38	43	76	108	116	72	98	112	118	170	130	140	146	120	1,662
Total Round-Trips (Passengers)	20	18	12	19	17	20	36	35	41	31	45	49	51	65	52	59	64	58	692
Vehicle Revenue Miles	2,023	2,294	2,109	2,526	2,690	2,217	2,734	3,062	3,532	2,050	4,130	4,302	3,252	3,425	2,868	3,000	2,890	2,747	51,851
Total Revenue Hours	49	55	45	53	57	51	63	81	91	58	90	82	64	77	67	65	68	62	1,178
Total Vehicle Miles	2,351	2,808	2,361	3,099	2,794	2,311	3,003	3,191	3,832	2,379	4,466	4,881	3,404	3,732	3,035	3,394	3,150	2,912	57,103
Total Service Hours	98	98	98	89	98	71	93	109	136	92	161	181	104	111	108	111	110	107	1,975
No Shows	5	-	1	4	3	1	3	1	4	3	1	1	1	2	-	3	3	6	42
Complaints	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1
<b>Financial Measures</b>																			
BWE Operating Cost	\$12,847.07	\$12,867.04	\$16,048.09	\$15,298.17	\$14,153.45	\$16,291.16	\$15,913.91	\$15,713.31	\$19,944.29	\$15,838.44	\$17,183.69	\$22,040.20	\$15,975.05	\$17,447.05	\$16,115.49	\$18,062.99	\$19,340.49	\$24,174.51	\$305,254.40
R2W Subsidy	\$8,342.85	\$8,065.17	\$9,980.17	\$ 9,683.33	\$ 9,188.77	\$ 8,822.97	\$9,254.69	\$8,586.57	\$11,484.57	\$8,433.77	\$9,415.97	\$10,720.97	\$9,424.04	\$10,594.63	\$8,303.75	\$10,139.63	\$9,544.34	\$17,174.62	\$177,160.81
Passenger Fare Revenue	\$205.00	\$195.00	\$155.00	\$225.00	\$120.00	\$195.00	\$525.00	\$575.00	\$885.00	\$385.00	\$520.00	\$1,090.00	\$405.00	\$1,025.00	\$940.00	\$860.00	\$870.00	\$1,315.00	\$10,490.00
BWE Program Local Revenue	\$644.34	\$941.98	\$297.39	\$1,754.95	\$1,104.79	\$1,783.30	\$974.33	\$1,441.85	\$2,774.83	\$1,719.78	\$2,082.83	\$5,634.34	\$866.12	\$1,167.53	\$2,126.85	\$2,238.47	\$4,111.26	\$1,315.00	\$32,979.94
Value of Free Ride Vouchers	\$325.00	\$225.00	\$75.00	\$180.00	\$180.00	\$90.00	\$150.00	\$90.00	\$135.00	\$150.00	\$30.00	\$105.00	\$60.00	\$210.00	\$60.00	\$135.00	\$255.00	\$150.00	\$2,605.00
Passengers per Revenue Hour	0.92	0.84	0.62	1.06	0.67	0.84	1.21	1.33	1.27	1.24	1.09	1.37	1.84	2.21	1.94	2.15	2.15	1.94	1.41
Passengers per Revenue Mile	0.02	0.02	0.01	0.02	0.01	0.02	0.03	0.04	0.03	0.04	0.02	0.03	0.04	0.05	0.05	0.05	0.05	0.04	0.03
<b>Operations Indicators</b>																			
Cost per Passenger	\$285.49	\$279.72	\$573.15	\$273.18	\$372.46	\$378.86	\$209.39	\$145.49	\$171.93	\$219.98	\$175.34	\$196.79	\$135.38	\$102.63	\$123.97	\$129.02	\$132.47	\$201.45	\$183.67
R2W Subsidy per Passenger	\$185.40	\$175.33	\$356.43	\$172.92	\$241.81	\$205.19	\$121.77	\$79.51	\$99.00	\$117.14	\$96.08	\$95.72	\$79.86	\$62.32	\$63.88	\$72.43	\$65.37	\$143.12	\$106.59
Cost per Mile	\$6.35	\$5.61	\$7.61	\$6.06	\$5.26	\$7.35	\$5.82	\$5.13	\$5.65	\$7.73	\$4.16	\$5.12	\$4.91	\$5.09	\$5.62	\$6.02	\$6.69	\$8.80	\$5.89
R2W Subsidy per Mile	\$4.12	\$3.52	\$4.73	\$3.83	\$3.42	\$3.98	\$3.39	\$2.80	\$3.25	\$4.11	\$2.28	\$2.49	\$2.90	\$3.09	\$2.90	\$3.38	\$3.30	\$6.25	\$3.42
Cost per Revenue Hour	\$262.19	\$233.95	\$356.62	\$288.64	\$248.31	\$319.43	\$252.60	\$193.99	\$219.17	\$273.08	\$190.93	\$268.78	\$249.61	\$226.59	\$240.53	\$277.89	\$284.42	\$389.91	\$259.13
Farebox Recovery Ratio	1.6%	1.5%	1.0%	1.5%	0.8%	1.2%	3.3%	3.7%	4.4%	2.4%	3.0%	4.9%	2.5%	5.9%	5.8%	4.8%	4.5%	5.4%	3.4%
No Shows (as % of total trips)	11.1%	0.0%	3.6%	7.1%	7.9%	2.3%	3.9%	0.9%	3.4%	4.2%	1.0%	0.9%	0.8%	1.2%	0.0%	2.1%	2.1%	5.0%	2.5%
Complaints (as % of total trips)	2.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%

## HEALTH OUTCOMES

### Methodology

Health outcomes for the BWE pilot program were defined by the FTA Rides to Wellness goals: improved access to care, reduced healthcare costs and improved health outcomes. As the program was administered by the transportation commission and not the Palo Verde Hospital, access to rider health records could not be secured due to health information privacy rules. A measurement program responsive to FTA goals was developed using self-reported health data on both the Registration Form and Trip Surveys. While the best tool for the BWE Program proved to be self-reported health data, it did not represent a scientific process nor provide the long-term information and hospital access needed to fully measure FTA Rides to Wellness goals.

Health outcomes of BWE riders were measured through a three-tiered survey and analysis process:

- Tier One: Registration – Before using the services, riders completed a registration form that provided self-reported baseline information on their health status. Riders were informed that the registration process was necessary to measure outcomes for the grant process and their information would be kept confidential.
- Tier Two: Trip Survey – Every trip to the Coachella Valley, riders were asked to take a voluntary survey that asked about trip purposes, BWE use and health status. Questions on the registration form and trip survey mirrored one another so that responses could be tracked over time.
- Tier Three: Year-End Health Assessment – This included a focus group with riders to understand issues that could not be fully measured by surveys.

This report includes health outcomes collected during the entire 18-month pilot period.

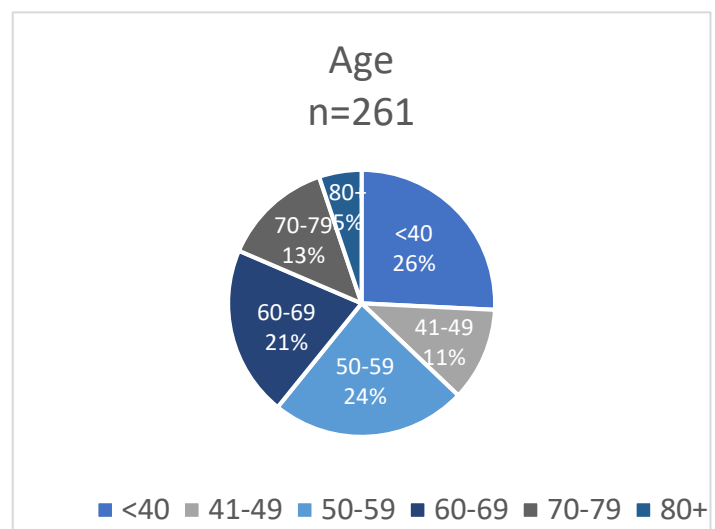
### Profile of Riders

As of December 31, 2018, 261 individuals completed usable registration forms with Blythe Wellness Express. Demographic information about these riders is provided below.

#### Age of Riders

As a public transit service, the BWE is open to riders of all ages. A quarter of riders during the pilot were under age 40 years old and one-third of riders were between 40 and 59 years old, as illustrated in Figure 3. About one-third of riders (34%) were between 60 and 79 years old, and only 5% were 80 years and older.

Figure 3, Age of Riders



## Gender

The majority of riders (55%) were female, while 45% of riders were male.

## Mobility Devices

The majority of BWE riders did not use a mobility device (72%). The most commonly used device was a cane, reported by 15% of BWE riders, followed by a walker, used by 8% of riders. Table 2 details all mobility devices used by BWE riders.

Table 2, Use of Mobility Devices

Do you use a mobility device? n=261	
No	72%
Cane	15%
Walker	8%
Manual Wheelchair	3%
Power Wheelchair	2%
Scooter	1%
Other	1%
Service Animal	0%

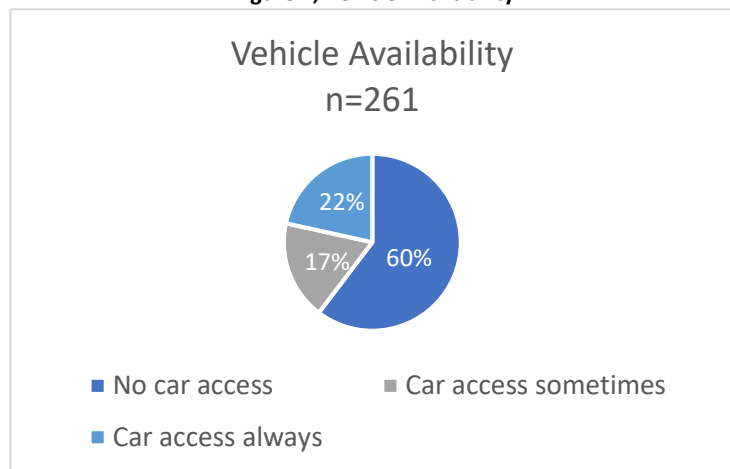
## Personal Care Attendants

Thirty-eight (38) riders, or 15%, report that they traveled with a Personal Care Attendant (PCA) for some or all of the trips. The majority of riders, 82% or 214, did not need a PCA.

## Vehicle Availability and Driving

Most riders (60%) did not have access to a car, while almost a quarter always had access and 17% sometimes had access to a car, as detailed in Figure 4. While they may not have had a vehicle, many riders did drive (44%). More than half (53%) indicated they did not drive.

Figure 4, Vehicle Availability



## Health Insurance

Notably, the majority of riders (81%) had health insurance. Only 14 riders (5%) did not have health insurance.

## Rider Survey Findings

The intent of the on-board riders' survey, completed at the time of each trip, was to track changes to riders' health outcomes and access to healthcare over time. Despite participation from the Palo Verde Hospital during grant and project development, the project could not secure access to patients' records. Therefore, RCTC developed a reporting process that relied on BWE riders' self-reported data. While great care was taken to create a survey that was simple and easy to understand, completed surveys revealed that many riders were reluctant to take surveys each trip and had difficulty remembering details about their healthcare or past appointments.

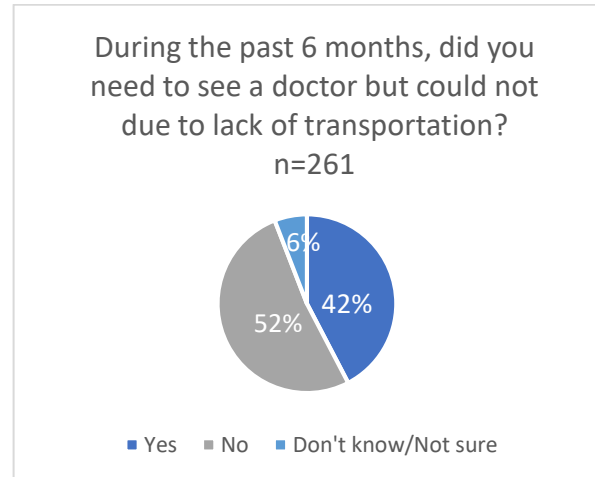
During the pilot period, the 261 (97%) of the 270 total registered BWE riders completed 381 trip surveys. Surveys were only completed on trips originating in Blythe, not on the return trip from the Coachella Valley in order to avoid double-counting. Findings from these surveys are reported here.

## Improved Access to Care

Riders reported on their trip purpose for 311 trips. Of these trips, 263 trips (85%) were taken for health-related reasons. Two-thirds, or 178, of the healthcare trips (67%) were to make specialist appointments (67%), 55 trips (20%) were made for routine appointments, 14 trips (5%) for dental appointments and two trips were made to access a pharmacy. Specialists included: Dialysis, Optometry and Ophthalmology, Oncology, Dermatology, Cardiology, Endocrinology, Gastroenterology, Pulmonology, Psychology, Radiology, Audiology and Orthopedics. Notably, a single rider took at least 47 trips on BWE for dialysis treatments.

During registration, riders were asked if in the past six months they had been unable to go to the doctors because of lack of transportation. As demonstrated in Figure 5, 42% of riders reported, “Yes,” they’d needed to go to the doctors, but did not have transportation. A total of 52% reported that they had not experienced this issue.

**Figure 5, Lack of Healthcare Transportation**



## Reduced Healthcare Costs

Attempts were made to measure reduced healthcare costs by testing the hypothesis that increased access to care and compliance with a healthcare program will lead to reduced emergency department visits, hospitalizations and, therefore, reduced healthcare costs. During grant development and implementation, RCTC worked with our partner, the Palo Verde Hospital, to develop a health reporting process that would comply with FTA goals and the hospital’s regulations. However, Palo Verde Hospital administrators were unable to surmount the confidentiality concerns of HIPAA (Health Insurance Privacy and Portability Act) and IRB (Institutional Review Board) and provide healthcare records for BWE riders.

As only self-reported data would be available for BWE riders, reporting forms were designed to attempt to secure the information necessary to track healthcare costs. The rider registration forms and trip survey included questions about past hospitalizations, visits to the emergency department and changes to that behavior.

This approach provided minimal data. Riders often could not, or chose not to, complete survey forms, perhaps due to their often-fragile state or the complicated and repeated nature of the questions. As a consequence and due to the limited, self-reported data available, reductions in cost cannot be definitively measured or empirically attributed to the BWE.

Based on this experience, this team believes accurately measuring reduction in healthcare costs requires access to hospital records of patient care over a long-term, being able to connect BWE riders with longitudinal information about their health status. This is not an arena for public transportation programs.

## Improved Health Outcomes

Improved health outcomes of BWE riders were measured through riders' self-reported health status on the registration form and trip surveys. Riders were asked the same question on each form: "Overall, how would you rate your health over the past four (4) weeks?" and presented with a scale from *very poor* to *excellent*.

Of the 93 riders who provided self-reported health statuses that could be tracked over time, as detailed in Table 3, 42 riders (45%) showed an improvement in their self-reported health status from registration to their most recent trip. A similar proportion, 40 riders (43%), indicated they had maintained their health status. Eleven riders (11%) reported that their health status was worse on their last trip than when they registered.

**Table 3, Health Outcomes**

Self-Reported Health Status: Change over Time n=93 riders	
Improvement	45%
No change	43%
Decline	11%

While these changes in health status cannot be directly attributed to the BWE as there are too many variables influencing health outcomes that are not measured here, most riders credit the BWE and improved access to healthcare with their improved health. This experience was validated in the BWE focus group convened in August 2018 and discussed subsequently.

## Rider Comments

The final question on the trip survey provided riders an opportunity to comment on what BWE could do to improve the service. A total of 128 comments were provided during the pilot period, summarized here.

### Positive Comments

Riders provided 100 positive comments complimenting BWE and thanking BWE for the service. Multiple riders noted that the BWE is their only way to get to the Coachella Valley. Fourteen comments were driver compliments. Four commenters expressed that they want the service to continue. A sampling of the positive comments is provided here:

- "Every trip is excellent."
- "Keep up the good work."
- "You have a great service and your driver is great, very helpful and friendly. All of your drivers I have rode with have been great and very helpful and friendly. Thank you for having this service."
- "I think it is just perfect the way that it is. I love it, and I sure appreciate the trip, and I hope this continues. I thank you for this opportunity. I've been looking to stay on this service. Thank you!"
- "I've been riding on this bus over a year and am very pleased on this bus service. I give this bus service a 100+ for a good job. Keep up the good work."



- “Blythe needs this service. The BWE is the only way I can go to the doctors I need to see out of town. Without BWE, I would only be able to see the doctors in Blythe. Thank you.”
- “This was my first trip and it was a blessing, because I need to travel there fairly often to see doctors, and it is getting too painful to drive myself.”

### Rider Complaints and Suggestions

Just 28 suggestions or complaints were provided. Suggestions included:

- service is needed every day of the week;
- implement earlier hours of operation;
- add additional bus stops;
- provide service to Brawley;
- offer free rides and a payment plan; and
- provide additional amenities, such as Wi-Fi and cup holders.

Rider complaints included:

- the bus needed better shocks as the ride was bumpy; and
- air conditioning didn’t always work.

Overwhelmingly, riders are pleased with and grateful for the BWE. This was reflected in the very limited number of complaints formally received by the program, essentially just in the early months after its launch when operational issues were still being addressed. Additionally, multiple riders reported that they would not have accessed care without the BWE. All complaints related to amenities or to the shocks on the bus. PVVTA has already secured a new bus from the Section 5310 program, which has yet to be delivered.

## RIDER FOCUS GROUP

BWE riders were invited by the PVVTA administrators to a focus group held at PVVTA offices on July 23, 2018. Eight riders and one companion attended and participated in a 90-minute session, led by the consultant team. The focus group was designed to invite input that cannot be readily provided through a multiple-choice survey. The facilitated focus group discussion sought out additional anecdotal stories and invited suggestions from riders on improving the BWE.

Riders’ comments about the BWE were overwhelmingly positive despite probing for areas to improve. Many expressed considerable appreciation for the service. Highlights of the focus group conversation are provided here:

### Rider Profiles

- Riders lived in Blythe CA, the unincorporated Riverside County areas within the Palo Verde Valley and Ehrenberg AZ.
- All but one participant had ridden BWE more than once.
- Two riders reported having a disability.

## Why Are Riders Riding the BWE

- Riders used the BWE primarily to get to healthcare specialists that do not exist in Blythe.
- Multiple riders reported that the doctors in Blythe are not taking on new patients, so they couldn't receive treatment in Blythe.<sup>1</sup>
- Multiple riders were not able to get to their appointments before BWE, so they were not getting medical care.
- One rider had negative experiences with Blythe area hospitals and doctors and wouldn't seek care there.
- One rider would get a ride to Coachella Valley from his wife, but she had to take off work to drive him. This presented a financial and emotional hardship.
- One rider would get a ride from friends or family, but they would charge up to \$150 and were unreliable, causing him to miss appointments.
- Greyhound was expensive (\$39 to \$53 one-way) and only ran twice per day.

## How Riders Describe BWE

- "A God-send"
- "Road therapy"
- "Miracle"
- "Big help. There's no other way."
- "Keep up the good work"
- "Keep it around longer"
- "This is vital"
- "I am willing to pay a higher fare"
- Drivers are:
  - "courteous and safety-conscious"
  - "excellent"
  - "prompt and polite"
- "Runs smoothly"
- "A blessing"

## BWE Success Stories

- One rider was new to Blythe and when she arrived could not receive care as local doctors were not taking on patients. She was referred to specialists in Brawley, approximately 90 miles away in neighboring Imperial County, but could not get there. She missed many appointments and did not receive care prior to riding the BWE.
- One rider was in a wheelchair when he first started riding the BWE. Because of a lack of transportation, he was not receiving care. Since he started riding the BWE and seeing specialists

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<sup>1</sup> Note, during the pilot project period, one long-time doctor retired and his practice was not automatically picked up by the few remaining physicians in town.

in Coachella Valley, he had gotten a prosthetic leg and was able to walk independently. He also used the BWE to get to Walmart for his first pair of glasses.

- This rider also used the BWE to meet his new granddaughter in the hospital. He learned his daughter went into early labor and was alone for delivery in a Coachella Valley Hospital. The next morning, he rode BWE to visit his daughter and new grandbaby.

## Riders' Suggestions

- Sell snacks and water on the BWE.
- Serve Brawley (90 miles to the southwest in Imperial County). There are specialists there to whom Blythe doctors refer patients.
- Post BWE information at key locations: social services, community center, library and VFW.
- Provide more information about SunLine schedules.

## MOVING FORWARD

PVVTA will continue operation of the Blythe Wellness Express as part of its regular service. Next steps are detailed below.

## Funding

PVVTA secured a one-time bridge-funding contribution of \$74,000 from the County's Executive Office Air Quality program to continue BWE operations from Jan. 1, 2019, through Dec. 31, 2019. PVVTA also has secured an ongoing annual grant of \$20,000 from the Mojave Desert AQMD to help offset operating costs. RCTC has allocated ongoing funding from FTA Section 5311 for rural transit operators to the PVVTA for FY 19/20.

## Service Changes

Beginning in January 2019, the BWE will run twice-weekly on Mondays and Fridays and on the first and third Friday of each month. The program's operating hours will remain the same. There have been suggestions from Blythe's city government to raise the round-trip fare from \$15 to \$20, but PVVTA is reluctant to make that change at this time. An emphasis will continue to be placed on medical trips, but riders will now be able to ride the BWE for any Coachella Valley purpose. The registration form has been modified to be more open for general public trips and onboard health surveys will no longer be required. Registrations in advance of the first trip are a continued requirement, as this strategy has been important to keeping no-shows at a minimum.

## Branding

Enhanced branding has benefited BWE and all PVVTA services by ensuring information is user-friendly and easily accessible to riders and potential riders.

Part of a branding effort is already underway. An upgrade to PVVTA's website ([www.pvvta.com](http://www.pvvta.com)) was included in the R2W grant application and was undertaken during the implementation process. The website update included various elements:

- providing a face-lift to modernize the site, making it attractive and more approachable;
- placing a prominent trip planner on the home page;
- building a new system map and individual route maps that visually assist the rider in making choices; and
- providing updated information about riding and fare payment.

An important next step would be to update PVVTA's logo. Currently a simple blue bus icon, the PVVTA logo is generic, outdated and missing opportunities to easily convey sense-of-place or other information. Creating a modernized logo would be relatively low cost and its "launch" could also be used as an opportunity to continue to promote PVVTA and the BWE widely.

## LESSONS LEARNED

While providing necessary healthcare access to the community of Blythe, CA, the BWE program also has provided valuable information about developing and operating pilot transportation programs in small, rural communities. The following discussions report on the lessons learned during this 18-month period that could be transferrable to other isolated rural settings.

### Healthcare Discussion

Riders expressed overwhelming and continuing support for the BWE, noting the considerable improvement to their health—and lives—because of transportation for healthcare trips. Quantifying these changes through surveys, however, yielded modest results. Reductions in healthcare costs proved the most difficult to measure.

However, there are several notable and surprising findings from the survey process. These include:

- The majority of riders (212) did have health insurance. Conversation with riders revealed that despite being insured, riders traveled to the Coachella Valley for healthcare for several reasons: 1) their insurance was not accepted locally; 2) doctors in Blythe were not accepting new patients; or 3) specialist services were not available in Blythe.
- No change in health status was reported by 43% of respondents. This is significant, because these patients were receiving regular care and maintaining their health. Additionally, the focus group conversation revealed that once some riders had one health issue under control, they could begin to focus on other concerns. This could account for a perception of less "improved" health outcomes than anticipated, but is nonetheless important to maintaining quality of life for those managing chronic health conditions.

## Operational and Cost Implications

The first year of service included significant expense for start-up and operational planning, website development, marketing and to provide the service evaluation responsive to the R2W objectives. RCTC contributed significantly towards these activities. Beginning in January 2019, PVVTA assumes the lead role and will continue to operate the BWE service, although for broader trip purposes.

While ridership has grown and farebox recovery is increasing, the BWE still needs to bridge the gap between its current farebox recovery and the required TDA mandate of 10% for rural operators. PVVTA has secured funding for an additional operating year beyond the 18-month Rides to Wellness pilot period. RCTC has set aside an apportionment of FTA Section 5311 funds for future years to help sustain this inter-city transit connection.

Addressing the farebox return ratio is a continuing challenge where, under California law, a rural or demand response service must attain 10% of its overall operating costs from passenger fares. BWE is ending the pilot period with a 3.4% farebox recovery ratio, exclusive of start-up and R2W administrative expenses. Although PVVTA could be granted a farebox exception for its next two years of service under the California Transportation Act Section 99250.5, PVVTA staff must continue to find ways to reduce service costs and increase ridership to come up to the 10% required compliance level. Focusing to provide service on the days of the week or days of the month that are the most productive and eliminating days with low ridership will be explored during the next service year. The challenge is to find the balance between providing fewer service days to reduce service costs but still have enough service to satisfy the community's travel needs and retain ridership. The new service also will be expanded from only providing medical trips to an open service for any trip purpose. The expanded trip eligibility is expected to attract new riders that might want to travel to the Coachella Valley for shopping or recreational purposes.

## Expanded Marketing

A marketing effort was launched late in FY 17/18 at the "destination end," with the medical facilities in the Coachella Valley area to which people were taken. The BWE's planning team visited destination hospitals in the Coachella Valley to promote the availability of the BWE service and to provide intake personnel with current BWE Rider Guides. The goal of this trip was to ensure that there was awareness of and BWE information available to hospital gatekeepers who deal directly with patients in scheduling appointments, managing care and arranging discharges.

The BWE team made solid connections with frontline hospital managers and directors at the Desert Regional Medical Center in Palm Springs and the Eisenhower Medical Center in Rancho Mirage. The visited facilities agreed to partner with the BWE program through staff training in relevant departments about the BWE service and to further discuss the best way to promote and utilize it. It was discovered during these meetings that many Blythe residents are discharged from Coachella Valley hospitals with no transportation options for their return back to Blythe. The hospitals are often forced to find high-priced private transportation to make these trips. The BWE could be an option for the return trip on its operating days, in such instances.

## APPENDICES

### **Appendix A – BWE Riders’ Guide**

### **Appendix B – BWE Press**

For more information please contact:

George Colangeli, General Manager

Palo Verde Valley Transit Authority

[PaoloVerdeBus@yahoo.com](mailto:PaoloVerdeBus@yahoo.com)

Dennis Brooks, BWE Grant Project Manager

AMMA Transit Planning

[DBrooks@AmmaTransitPlanning.com](mailto:DBrooks@AmmaTransitPlanning.com)

## BWE Rider's Guide – Page 1

### Destinations in the Coachella Valley

- In addition to the stops shown on the schedule, the Blythe Wellness Express will serve most medical destinations within the Coachella Valley. A list of additional "by request" stops is included next to the Coachella Valley map.
- If you do not see your destination on the list, please ask. If it is within ¾ mile of the route, we will take you there.
- Please inform the dispatcher of your exact destination when you make your reservation.

### Catching the Return Bus in the Coachella Valley

- When you get off the bus at your destination, let the driver know exactly where you will catch the bus for the return trip. The driver will tell you what time the bus will be there. If you will not be making the return trip, let the driver know.
- If you are making a reservation for a one-way trip from the Coachella Valley to Blythe, let the dispatcher know exactly where you will be catching the bus.
- Make sure you are at the agreed upon location at least 10 minutes prior to the scheduled time. Once it arrives, the bus will wait no more than 5 minutes.
- If you run into any difficulties feel free to call 760.922.1140 anytime during the trip to get updated information and a live person to help you with your trip.

760.922.1140

[www.BlytheWellnessExpress.org](http://www.BlytheWellnessExpress.org)

### Connecting to SunLine

SunLine Transit Agency provides bus service throughout the Coachella Valley. You can connect to SunLine bus routes at:

- Indio: Highway 111 at Flower/SunLine Transfer Center
- Rancho Mirage: Eisenhower Medical Center
- Palm Springs: Desert Regional Medical Center



For information about SunLine visit [www.sunline.org](http://www.sunline.org) or call 1.800.347.8628.

### Accessibility

- All vehicles are equipped with wheelchair lifts and wheelchair securement area with room for two wheelchairs/mobility devices. When you make your reservation, please let the dispatcher know if you will be boarding with a wheelchair or scooter.
- The driver will secure your wheelchair with a four-point tie down system which may include a lap/shoulder strap for your safety.
- Passengers using a scooter may be asked to transfer to a seat on the bus.
- All mobility devices must have a working brake system.

### Cancellations

If you have a reservation and will not be making the trip, you must call to cancel.

- Morning trips to the Coachella Valley must be cancelled by 4 PM the day before.
- Afternoon trips to Blythe must be cancelled 2 hours in advance of the scheduled pickup.

Passengers who do not show up for their trip or fail to cancel within these time limits will NOT receive a refund of their fare. In addition, repeated no shows or late cancellations will result in suspension from using the service. For our complete Cancellation/No-Show Policy, please visit [www.BlytheWellnessExpress.org](http://www.BlytheWellnessExpress.org)

### Safety and Courtesy Tips

- Be prepared for a trip of 90-180 minutes. The bus will make one rest stop about halfway.
- Our buses are equipped with seatbelts and all riders are encouraged to use them. Please remain seated until the bus comes to a complete stop.
- The seats nearest the driver are reserved for passengers who need extra assistance. Please be prepared to relinquish these seats, if needed.
- Space on our buses is limited, so please bring no more than 5 items, such as bags, on the bus with you.
- Feel free to bring drinks on board, but only in spill proof containers.

### About the Blythe Wellness Express

This service is a demonstration project to help improve healthcare options for residents of the Palo Verde Valley. It is funded in part by the Federal Transit Administration. To track the effectiveness of the service in reaching its goals, you will be asked to complete a registration form with questions about your healthcare needs and to complete a short survey each time you use the service. While the survey is voluntary, please be assured that it is entirely confidential and will greatly assist us in securing permanent funding for the Blythe Wellness Express.



## Rider's Guide



### Bus Service between Blythe and the Coachella Valley Monday, Wednesday and Friday

Serving Medical Facilities throughout Coachella Valley from Indio to Palm Springs.

760.922.1140

[www.BlytheWellnessExpress.org](http://www.BlytheWellnessExpress.org)

**Effective: July 1, 2017**



## BWE Rider's Guide – Page 2

**RESERVATIONS**760.922.1140 [www.BlytheWellnessExpress.org](http://www.BlytheWellnessExpress.org)

To ride the Blythe Wellness Express, you must have a reservation and pay your fare in advance. Before you use the service the first time, you will be asked to fill out a registration form and will be assigned a Rider ID Number.

- Reservations and payment must be made at least 48 hours in advance of the scheduled trip date.
- To make a reservation, call 760.922.1140, Monday thru Friday 6 AM to 4 PM or Saturday 8 AM to Noon.

**FARES & FARE PAYMENT:**

- Fare payment must be made in advance
- Fare payment can be made with cash, check or credit/debit card at our office at 415 N. Main Street, Blythe, CA 92225.

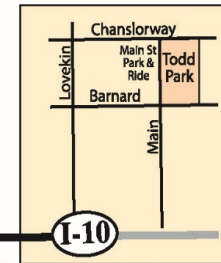
**FARE**

- One-Way \$10.00
- Round Trip (same day) \$15.00

**Catching the Bus in Blythe**

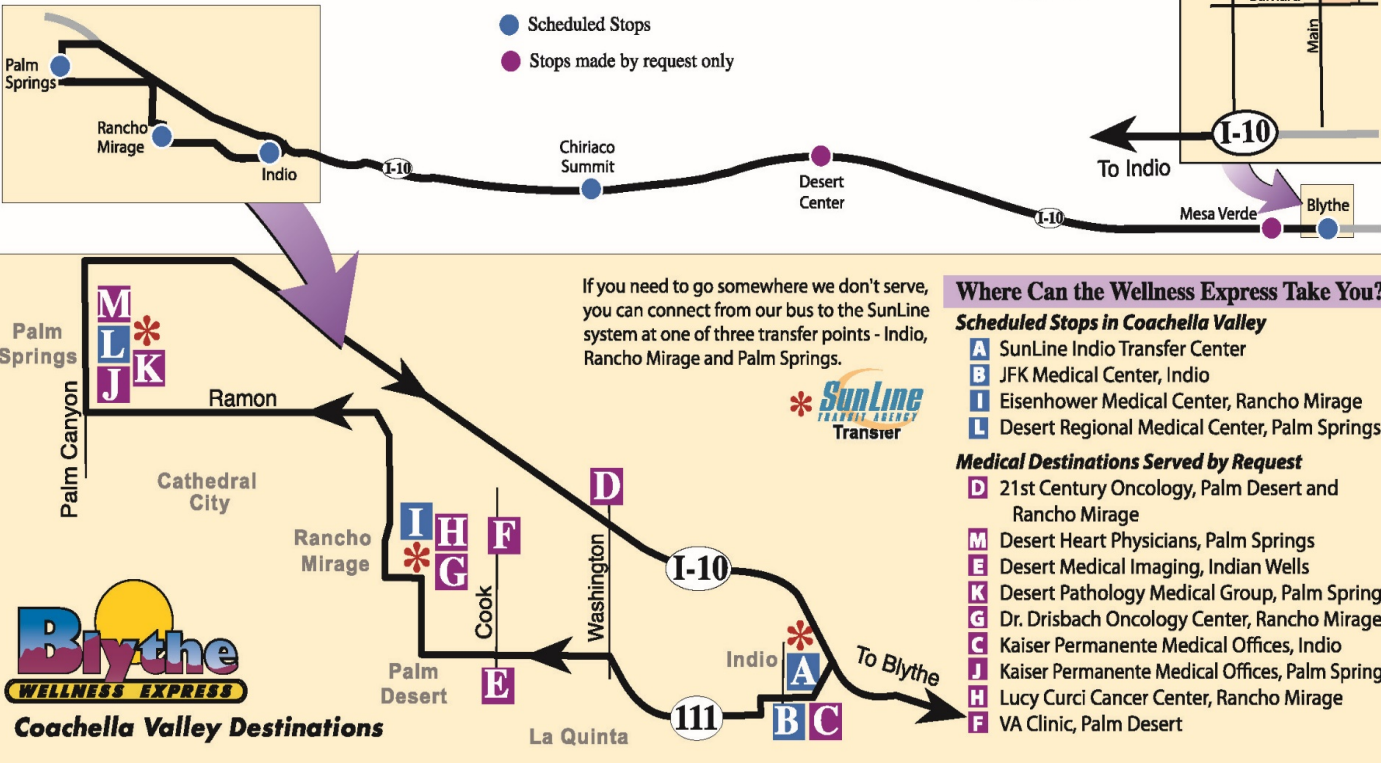
The Blythe Wellness Express leaves from the Main Street Park and Ride, on Main Street across from Todd Park in Blythe. Please plan to be at the Park & Ride 10 minutes before the scheduled departure time of 6:30 AM.

If you live within the PVVTA service area (see map) and need a ride to the Park & Ride, please let the dispatcher know when you make your reservation. We will make arrangements for you to be picked up if at all possible.



To Indio

To Blythe

**SCHEDULE:****Monday, Wednesday and Friday ONLY****Morning: Westbound To Coachella Valley**

<b>Blythe:</b> Main Street Park & Ride	6:30 AM
<b>Mesa Verde</b>	6:40 AM
<b>Desert Center Post Office</b>	7:15 AM
<b>Chiriaco Summit Rest Stop</b>	7:35 AM
<b>Indio:</b> Highway 111 at Flower SunLine Transfer Center	8:05 AM
<b>Indio:</b> JFK Hospital	8:10 AM
<b>Rancho Mirage:</b> Eisenhower Med. Center	8:50 AM
<b>Palm Springs:</b> Desert Regional Med. Center	9:30 AM

**Afternoon: Eastbound To Blythe**

<b>Indio:</b> Highway 111 at Flower SunLine Transfer Center	1:00 PM
<b>Indio:</b> JFK Hospital	1:05 PM
<b>Rancho Mirage:</b> Eisenhower Med. Center	1:45 PM
<b>Palm Springs:</b> Desert Regional Med. Center	2:05 PM
<b>Chiriaco Summit Rest Stop</b>	3:00 PM
<b>Desert Center Post Office</b>	3:20 PM
<b>Mesa Verde</b>	3:50 AM
<b>Blythe:</b> Main Street Park & Ride	4:00 PM

\* Stops made by request only

*The Blythe Wellness Express serves medical destinations, pharmacies and other locations throughout the Coachella Valley.*

*The map includes only a partial list. Just let us know where you need to go.*



## Appendix B – BWE Press

### Palo Verde Valley Times

#### ***Blythe In Focus: Blythe welcomes 'Wellness Express'***

Q&A with PVVTA General Manager George Colangeli.

June 21, 2017

[http://www.pvvt.com/blythe-in-focus-blythe-welcomes-wellness-express/image\\_7b24b09a-56b2-11e7-8c67-3b0970a0eccb.html](http://www.pvvt.com/blythe-in-focus-blythe-welcomes-wellness-express/image_7b24b09a-56b2-11e7-8c67-3b0970a0eccb.html)

### Palo Verde Valley Times

#### ***Blythe In Focus: Blythe welcomes 'Wellness Express'***

Announcement of the free fare policy for first time riders.

July 19, 2017

[http://www.pvvt.com/blythe-wellness-express-first-ride-free/image\\_6da1602e-6ce4-11e7-97c5-4bd32bdb2f93.html](http://www.pvvt.com/blythe-wellness-express-first-ride-free/image_6da1602e-6ce4-11e7-97c5-4bd32bdb2f93.html)

### The Desert Independent

#### ***First wellness ride free on the new Blythe Wellness Express***

Promotion of the first ride free promotion.

July 20, 2017

<http://www.thedesertinde.com/Articles-2017/First-wellness-ride-free-on-the-new-Blythe-Wellness-Express--0720.html>

### Riverside County Transportation Commission Website

#### ***Blythe Wellness Express launches service to improve access to healthcare***

Transportation commission announcement of new service.

Aug. 3, 2017

<http://www.rctc.org/blythe-wellness-express-launch/>

### Desert Sun News

#### ***Transportation access for Riverside County communities can be difference between life of pain or comfort***

Description of transportation challenges for Eastern Riverside County.

Aug. 30, 2017

<https://www.desertsun.com/story/news/health/2017/08/30/transportation-access-riverside-county-communities-can-difference-between-life-pain-comfort/594569001/>

**Desert Sun News*****Blythe Wellness Express has given me back my life***

Video testimonial from a Blythe resident and BWE rider.

Aug. 30, 2017

<https://www.desertsun.com/videos/news/2017/08/30/blythe-wellness-express-has-given-me-back-my-life/103876042/>

**Palo Verde Valley Times*****Eisenhower, patients on the Blythe Wellness Express: "This is a Godsend"***

Description of marketing effort to destinations in Coachella Valley and rider focus group.

Aug. 2, 2018

[https://www.pvvt.com/blythe\\_news/eisenhower-patients-on-the-blythe-wellness-express-this-is-a/article\\_071a82e0-96af-11e8-b9ee-eff08d934bcd.html](https://www.pvvt.com/blythe_news/eisenhower-patients-on-the-blythe-wellness-express-this-is-a/article_071a82e0-96af-11e8-b9ee-eff08d934bcd.html)

***Facebook Page of Palo Verde Valley Times***

Photo album depicting the August 2018 marketing effort to destinations in Coachella Valley and rider focus group.

***Eisenhower, patients on the Blythe Wellness Express: "This is a Godsend"***

[https://www.facebook.com/pg/blythenews/photos/?tab=album&album\\_id=1719594064755552](https://www.facebook.com/pg/blythenews/photos/?tab=album&album_id=1719594064755552)

# **AGENDA ITEM 9**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	January 8, 2020
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Aaron Hake, External Affairs Director
<b>THROUGH:</b>	Anne Mayer, Executive Director
<b>SUBJECT:</b>	Countywide Traffic Relief Plan Draft

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Discuss and provide input on the draft Countywide Traffic Relief Plan (Plan); and
- 2) Approve the draft Plan for public circulation and comment through June 10, 2020.

**BACKGROUND INFORMATION:**

In public meetings, the Commission and Traffic Relief Strategy Committee have provided the following input into development of the draft Plan during Brown Act-compliant public meetings that were live-streamed on RCTC.org for public viewing:

- Commission approval of:
  - Vision, Goals, and Objectives (Four vision statements, and 15 goals and objectives) – *October 9, 2019*
  - Revenue estimate (for a half-cent sales tax over 30 years) – *November 13, 2019*
  - Sub-regional structure (Coachella Valley, Palo Verde Valley, Western County) – *November 13, 2019*
  - Expenditure categories (Reducing Congestion and Connecting Communities; Improving Safety and Keeping Infrastructure in Good Condition; Supporting Veterans, Seniors, Students, and Individuals with Disabilities) – *November 13, 2019*
  - Commission approval of investments for inclusion in the Western County component of the Plan, planning horizon, and level of fiscal constraint. – *December 11, 2019*
- Committee approval of policy approach for the Coachella Valley component of the Plan. – *November 13, 2019*
- Committee approval of a comprehensive public outreach approach for the draft Traffic Relief Plan – *November 13, 2019*

- Commission input regarding the draft Plan framework. – *December 11, 2019*

The draft Plan includes the Commission-adopted vision, goals, and objectives, sub-regional structure with return-to-source requirements, and deference to the Coachella Valley Association of Governments Transportation Project Prioritization Study for implementation of the Plan in the Coachella Valley.

Upon Commission approval, this draft Plan will be circulated to the public for comment through June 10, 2020. Assuming Commission approval, staff and consultants will execute the comprehensive public outreach approach adopted by the Traffic Relief Strategy Committee with the resources previously approved by the Commission as part of the enhanced Public Engagement Program.

A final Plan will be presented to the Commission on June 10, 2020, for consideration to be placed on the November 2020 ballot. As the Commission has previously stated, there is independent public value to creating a Traffic Relief Plan to set a blueprint for the future of Riverside County, regardless of whether the Plan is put to a vote of the People.

There is no fiscal impact to the approval of the draft Plan for public circulation and comment.

Attachment: January 2020 Draft Traffic Relief Plan



# TRAFFIC RELIEF PLAN



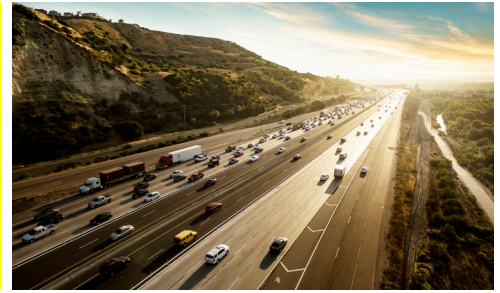
A local strategy to improve traffic flow, safety,  
and economic opportunity in Riverside County

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# OVERVIEW OF THE TRAFFIC RELIEF PLAN



## Your voice. Your plan.

The Traffic Relief Plan is a local strategy to reduce traffic bottlenecks, improve safety, and help create a stronger, more sustainable economy for our communities.

Over the past year, you and thousands of your neighbors spoke up for improved transportation through the #RebootMyCommute community engagement initiative, surveys, and at public events and meetings. From freeways that move faster, to more frequent trains, and specific local streets that need upgrades, you told us that these improvements will make a difference to your life. You also told us that creating more jobs in Riverside County is essential to solving our transportation woes. We've listened and want to engage with you once again.

Highlights of the Traffic Relief Plan include:

- **Improving freeway traffic flow** on I-10, I-15, the 60, 91, and I-215 by adding lanes, upgrading on- and off-ramps and bridges, and increasing bus and Metrolink frequencies;
- **Improving traffic flow and safety on major roads** such as Alessandro Boulevard, Bob Hope Drive, Bundy Canyon Road, Clinton Keith Road, Cook Street, Fred Waring Drive, Heacock Street, Highway 111, Indian Canyon Drive, Keller Road, Limonite Avenue, Monroe Street, Redlands Boulevard, Sun Lakes Boulevard, Temescal Canyon Road, and Van Buren Boulevard.
- **Improving safety** on highly-traveled two-lane roads such as Gilman Springs Road and Grand Avenue and at intersections with railroad tracks.
- **Improving safety for pedestrians and cyclists** including for children going to and from school.
- **Increasing frequency and reliability of Metrolink** train service by adding new tracks and more trains, and making existing train service more sustainable over the long-term.

- **Revitalizing the Hemet-San Jacinto Valley** by accelerating completion of a new east-west highway called the Mid County Parkway and a new Route 79, and extending Metrolink service to Hemet and San Jacinto.
- **Increasing frequency and convenience of express bus services** throughout Riverside County, enabling more commuters to enjoy reduced-stress alternatives to driving, complete with wi-fi enabled buses.
- **Improving the condition of existing roads** by providing funds to local governments for basic pothole repairs, paving of dirt roads, and synchronizing signals.
- **Providing more independence and opportunity** for residents who rely on public transportation services, such as seniors, individuals with disabilities, students, and residents of rural communities.
- **Supporting veterans** who have served our country and need assistance accessing medical care and employment opportunities.
- **Innovating with new technologies** that can improve the efficiency and safety of the current roadway and public transit systems, paving the way for connected and autonomous vehicles.
- **Completing the regional trail system** in Riverside County to improve safe routes to school, and offer safe bicycle commuting for those who would take their cars off the road at commute times
- **Constructing rail stations in the Coachella Valley and San Geronio Pass** to prepare for daily train service to the desert from L.A. via Riverside and Orange County.

# OVERVIEW OF THE TRAFFIC RELIEF PLAN



The Traffic Relief Plan represents a change in the thinking of the past by:

- **Encouraging more local employment.** Incentives are created for cities to plan for local job-creation and the infrastructure to support those new jobs so residents can have careers closer to home.
- **Tackling the toughest bottlenecks and traffic problems.** Speeding up how quickly new lanes and public transit options can be implemented where traffic is the worst and funding is not otherwise available.
- **Connecting our own county.** The Traffic Relief Plan prioritizes modernizing our own transportation system within Riverside County.
- **Providing equity** to small, rural, and underserved communities in need of essential infrastructure.
- **Implementing new technology** that can increase efficiency of existing infrastructure, increase convenience of public transportation, and prepare for autonomous and connected vehicles.

If the Traffic Relief Plan is approved by two-thirds of Riverside County voters on November 3, 2020:

- **The sales tax in Riverside County will go up by ½-cent until ended by voters.** This will generate approximately \$200 million per year (in 2020 dollars) for investment directly into Riverside County's transportation system.
- **All funds will stay local.** Coachella Valley funds stay in the Coachella Valley. Western Riverside County funds stay in Western Riverside County. Palo Verde Valley (Blythe) funds stay in Palo Verde Valley. Sacramento and D.C. cannot raid these locally-controlled funds.

- **Projects will get done faster.** Many transportation improvements that Riverside County residents want are decades away from reality, at best. The Traffic Relief Plan provides funding to speed up completion of these projects.
- **Local leaders** representing every city and unincorporated community in Riverside County will oversee implementation of the Traffic Relief Plan. These leaders serve on the board of the Riverside County Transportation Commission (RCTC), which is the legally responsible public entity for regional transportation planning and funding in Riverside County. To ensure local control in the Coachella Valley, RCTC will delegate implementation of the Traffic Relief Plan to the Coachella Valley Association of Governments (CVAG).
- **Independent financial audits** are required and must be disclosed to the public to ensure that the Traffic Relief Plan is being implemented lawfully and in accordance with the will of voters.
- **No more than 1%** of net revenues generated by the Traffic Relief Plan will be used for administrative salaries and benefits to administer the entire Plan.

# TRUST AND ACCOUNTABILITY TO TAXPAYERS



## Independent Audits Required

No less than annually, RCTC will obtain an independent fiscal audit of the expenditure of all funds raised through the Plan. The audit will determine compliance with requirements of the Plan and its governing Ordinance. The audit will be published on the internet.

## Efficiency, Responsibility, Local Control

### *Local Voice. Local Control.*

Riverside County residents hold the power to enact the Plan, which will then be implemented through their locally elected representatives and local public works professionals. By law, the Plan is implemented by RCTC, which is governed by local city council members or mayors of every city and all five members of the County Board of Supervisors.

### *Protection from Sacramento and Washington.*

State and federal governments cannot legally divert, take, or direct funds raised through this local Plan and its governing ordinance.

### *Fiscal Responsibility and Efficiency.*

Administrative salaries and benefits to administer the Plan are limited to no more than 1% of net revenues generated under the Plan's governing ordinance. Implementation of this Plan will not require the creation of any new government entity. To achieve efficiency and local control, RCTC may delegate appropriate responsibilities for administering components of the Plan to existing local governments at its discretion.

## Transparency and Openness

Implementation of the Plan will occur in compliance with all transparency, disclosure, and open meetings laws.

## Mandatory Plan Review and Updates

Through a public process, RCTC must formally review this Plan at least every 10 years after it takes effect to ensure the Plan reflects the current and anticipated future needs of Riverside

County's residents. If RCTC wishes to amend the Plan after its review or at any other point in time, RCTC must follow current state law and this Plan's voter-approved governing ordinance to do so.

## Innovation and Partnership

To reduce the burden on taxpayers to fully fund the transportation needs of Riverside County, there are opportunities to partner with the private sector to offset costs, generate revenue to pay for public services and projects, or increase the efficiency of existing infrastructure. Where the law allows and adequate public benefits can be demonstrated, RCTC may use Plan funds to partner with non-governmental entities on projects, services, and technologies. Examples of potential partnerships include, but are not limited to, joint development of rail stations, leasing of RCTC property, ride-sharing and alternative transportation services, construction of rail tracks on private rights of way, and partnering on advanced roadway and vehicle technologies that improve traffic flow or reduce emissions.

## Flexibility to Expedite Projects

To expedite priority projects and services, reduce costs to taxpayers, prevent loss of services to the public, or avoid loss of other funding, RCTC may make maximum use of funds by temporarily shifting funds between transportation purposes. In borrowing and making loans, the proportionate shares for areas and purposes over the duration of the Plan may not be changed without an amendment of the Plan as required by law.

RCTC may issue bonds or other debt against future revenue to achieve any objectives of the Plan. RCTC will issue bonds or other debt in a reasonable and prudent manner and in accordance with applicable laws. The issuances of bonds or other debt will be limited by a threshold adopted by RCTC in a public meeting compliant with open meetings laws.

# EQUITY AND BALANCE



## Equity and Fairness

Equity for all residents of Riverside County is the foundation of the Traffic Relief Plan.

Many residents of Riverside County live in areas that lack basic infrastructure and public transportation services. A growing number of residents are besieged by traffic congestion. Many are at risk of losing critical access during emergencies and natural disasters.

Lack of adequate transportation infrastructure can impair health, safety, economic opportunity, and social and familiar relationships.

Therefore, the Traffic Relief Plan commits to providing equity for Riverside County residents in the following ways:

### Geography

The Plan recognizes the three distinct subregions of Riverside County and ensures that revenues raised by the Plan in each subregion remain there and cannot be moved to other parts of the county:

- Coachella Valley
- Palo Verde Valley (Blythe area)
- Western Riverside County (Riverside and Corona areas, Moreno Valley and Perris areas, Hemet-San Jacinto Valley, San Gorgonio Pass, and Temecula-Murrieta-Lake Elsinore areas)

## Small, Rural, Underserved Communities

*Decisions based on needs.* Priority for investments in areas requiring significant infrastructure repairs and upgrades will be determined based on objective needs.

*Maintenance of local roads.* All communities will have access to new funding to keep local streets and roads in good condition.

*Independence for those who need it.* The Traffic Relief Plan places significant focus on seniors, students, veterans, individuals with disabilities, and residents of rural and underserved communities for whom public transportation is essential to access medical care, education, employment, and other critical services. The Plan also supports veterans to ensure they are able to access medical care and employment opportunities.

## Balanced Transportation System

The Traffic Relief Plan recognizes that Riverside County needs improvement in all types of transportation.

Proactively addressing the transportation problems in Riverside County and creating a healthy and vibrant community for decades to come requires a flexible and all-of-the-above approach.



# TRAFFIC RELIEF PLAN: YOUR GUIDE TO PROJECTS & SERVICES



## Investment Types

The Plan includes nine investment types. In the Coachella Valley, all investment types are funded through the valleywide Transportation Project Prioritization Study (TPPS). In Western Riverside County, a specific percentage of funding is reserved for each investment type, with several sub-types. In the Palo Verde Valley (Blythe), all funds are dedicated to Better Roads and Frequent Bus Service.



**Better Roads** – Widening and extending major roadways for traffic flow and safety; repairing potholes and repaving roads; adding stop signs, signals and other safety features; retrofitting bridges; coordinating traffic signal timing on major streets; adding crosswalks, sidewalks and signage for pedestrians, especially for students traveling to and from school; and separating streets from railroad tracks



**Faster Highways** – Adding lanes to the 91, 60, Interstate 15, and Interstate 215, improving traffic flow on Highway 111 and Interstate 10 in the Coachella Valley, and constructing the Mid County Parkway and a new Route 79



**Easier Highway Access** – Building and improving interchanges, bridges, on-ramps and off-ramps with interstates and state routes



**More Train Service** – Increasing frequency, reliability, and safety of Metrolink trains; building new tracks, parking and stations; extending service from Perris to Hemet and San Jacinto; and building stations in the San Geronimo Pass and Coachella Valley to support daily passenger service between L.A. and the Coachella Valley; sustaining operation of rail service throughout the county



**Frequent Bus Service** – Expanding express/rapid bus service options; modernizing and adding zero-emission buses; providing targeted transit services and keeping bus fares low for seniors, veterans, students and individuals with disabilities; upgrading bus stops and amenities; and improving connections between home, transit and workplaces



**Help with My Commute** – Expanding Freeway Service Patrol roadside assistance and maintaining and expanding carpool/vanpool service and Park & Ride Lots



**Longer Trails** – Expanding and improving access to hiking, cycling, and walking/running by completing Riverside County's master-planned regional trail system to improve safe routes to school, and offer safe bicycle commuting for those who would take their cars off the road at commute times

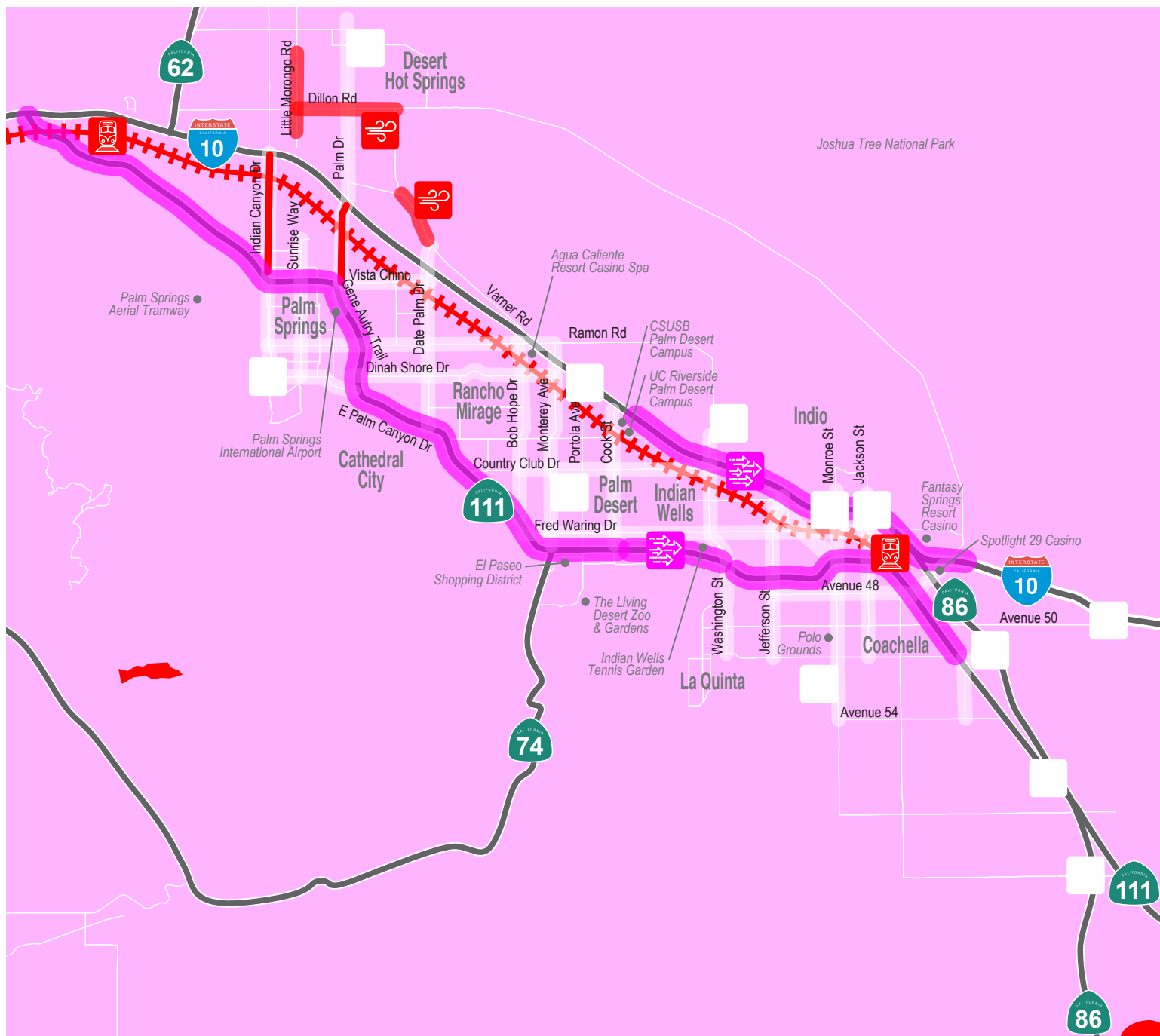


**New Technology** – Using innovation and new technology to improve traffic flow, provide better information to travelers, improve movement of commerce and support local, and regional economic development



**Flood and Dust Control** – Reinforcing roadways and infrastructure against natural hazards in the Coachella Valley





**Easier Highway  
Access**



**Faster Highways**



**Better Train  
Service**



**New Technology**



**Flood & Dust  
Control**





The Coachella Valley component of the Traffic Relief Plan calls for improvements to all aspects of the transportation system.

All revenues generated under the Plan in the Coachella Valley will remain in the Coachella Valley for expenditure. Funding will provide investments in communities that fully participate in, and are compliant with, the Coachella Valley's Transportation Uniform Mitigation Fee (TUMF) and Multiple Species Habitat Conservation Plan (MSHCP) policies and procedures.

The Coachella Valley Association of Governments (CVAG) will administer the Plan in the Coachella Valley. CVAG is a public agency governed by an Executive Committee consisting of the mayor or an elected official representing every city council in the Coachella Valley and the City of Blythe, all five County Supervisors, and the Tribal Chairmen from the Agua Caliente Band of Cahuilla Indians and Cabazon Band of Mission Indians.

CVAG will establish priorities according to the Transportation Project Prioritization Process (TPPS), which is a merit-based method of scoring all regional projects in the Coachella Valley. Project priorities are based on criteria adopted by the CVAG Executive Committee, as recommended by civil engineers and public works professionals serving on technical sub-committees that represent every CVAG member jurisdiction.

The TPPS is the guiding document for transportation investments on regional roadways, including highway interchanges, road widenings and improvements, bridge projects and valleywide signal synchronization. The TPPS will continue to broaden to include proposed investments in creating and maintaining transportation infrastructure, including but not limited to:

- Passenger rail investments, such as train stations, that help connect the Coachella Valley to Los Angeles and/or Orange County;
- Upgrading infrastructure to eliminate or reduce road closures associated with natural disasters, such as flooding and blow sand;
- Infrastructure and systems to improve all forms of mass transit;
- Active transportation, such as facilities for biking and walking safely;
- New mobility concepts and technologies to connect the workforce to the workplace and to reduce seasonal and event-related traffic congestion; and
- Creating consistency across the Coachella Valley's regional roadways by providing additional maintenance programs and enhancements that improve the travel experience for residents and visitors.







The Plan in the Coachella Valley will also be consistent with countywide strategies to accelerate investments, achieve balance and equity, provide economic opportunities, and accommodate changing transportation technologies.

The Coachella Valley portion of the Plan will also fund operations and maintenance (O&M) of regional transportation corridors as identified in the TPPS. The CVAG regional O&M program would support operations, repairs, and replacement of traffic management systems, pavement surfaces and traffic control devices. This program will enhance existing efforts to promote uniform standards, keep transportation infrastructure in good condition, and extend the life cycle of Coachella Valley's transportation infrastructure. These regional corridors span cities and unincorporated communities and include, but are not limited to:

- Highway 111
- Washington Street
- Ramon Road
- Monterey Avenue
- Cook Street
- Bob Hope Drive
- Fred Waring Drive
- Dinah Shore Drive
- Gene Autry Trail/Palm Drive
- Date Palm Drive
- Indio Boulevard
- Jefferson Street
- Vista Chino
- Varner Road
- Palm Canyon Drive
- Country Club Drive
- Monroe Street
- Avenue 48
- Avenue 50
- Cesar Chavez Street
- Sunrise Way
- Indian Canyon Drive
- Jackson Street







**Better Roads**



**Frequent  
Bus Service**

Funds will be allocated for transit services and to keep fares low to support veterans, seniors, students and individuals with disabilities



All revenues generated in the Palo Verde Valley will remain in the Palo Verde Valley, with local streets and roads funding returned directly to the City of Blythe and County of Riverside. Funding for public transportation services will be directed by RCTC in consultation and collaboration with the Palo Verde Valley Transit Agency. Of the revenues generated through the Traffic Relief Plan, 60% will be devoted to improving roads and 40% will be devoted to improving public transportation services.

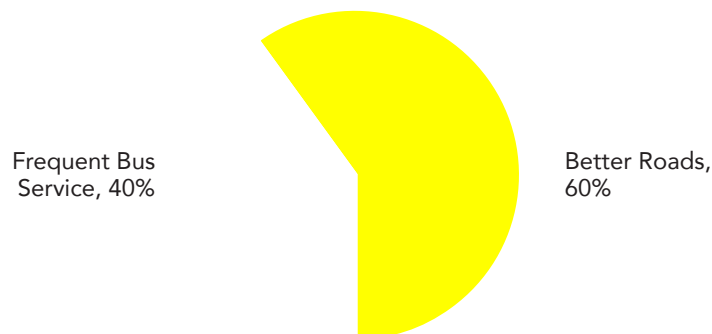
Addressing transportation needs in rural areas, such as the Palo Verde Valley, will be community-centered to strengthen community health, quality of life, the agricultural economy, and tourism. The Plan will focus on:

- Safety and maintenance of local streets and roads;
- Ensuring public infrastructure complies with the Americans with Disabilities Act;
- Closing sidewalk gaps and enhancing bike lanes for improved pedestrian access to and from schools;

- Establishing a new vanpool program for residents commuting to major employment areas, such as Ironwood and Chuckawalla Valley prisons, Coachella Valley, and Arizona;
- Providing reduced- or free-fare public transit to increase access to education, healthcare, employment, and basic services;
- Replacing and expanding the bus fleet to improve air quality with low- and zero-emission vehicles;
- Upgrading transit operating and maintenance facilities to maintain transit vehicles and keep transportation infrastructure in good condition; and
- Increasing frequency and expanding public transit options for education, healthcare, employment and basic services in underserved neighborhoods.

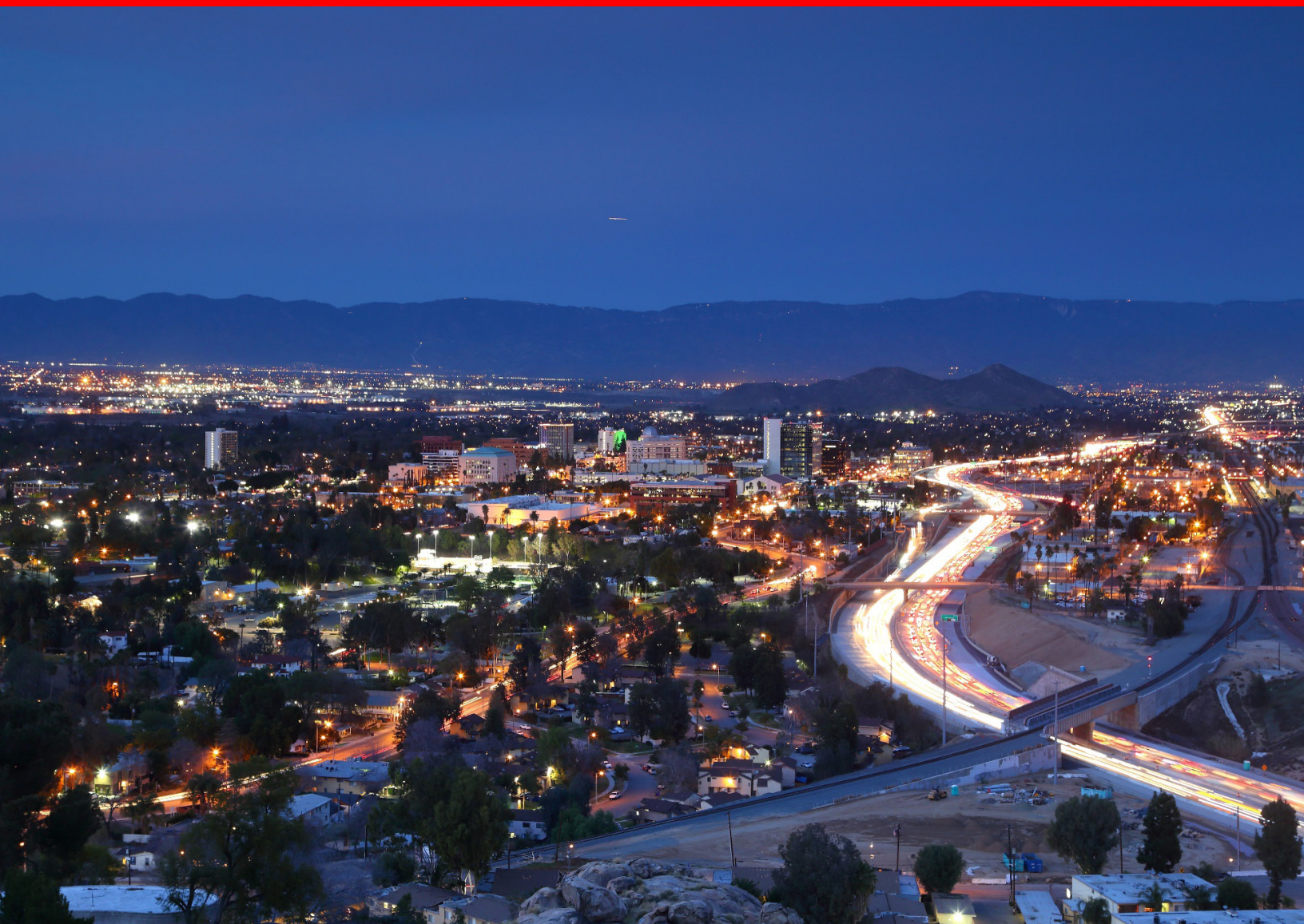
Transportation investments through the Plan will also serve as a driver for economic development in the community. Establishing a more sustainable public transportation network will leverage other public and private investments and encourage new businesses to invest.

## Palo Verde Valley Transportation Investments

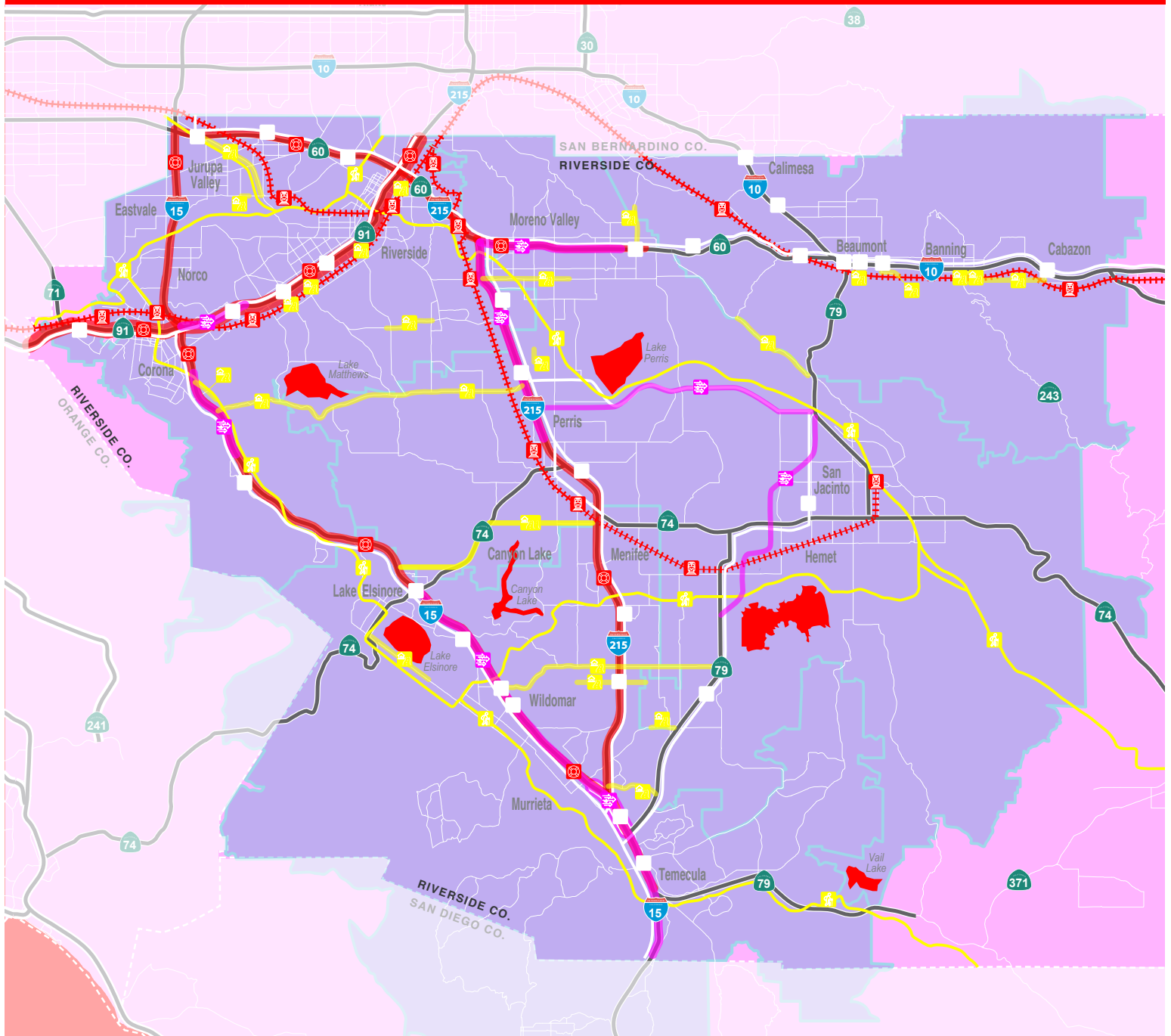




# Western Riverside County



# Traffic Relief: Western Riverside County



Better Roads



Easier Highway Access



Faster Highways



Frequent Bus Service



Help with My Commute



Longer Trails



More Train Service



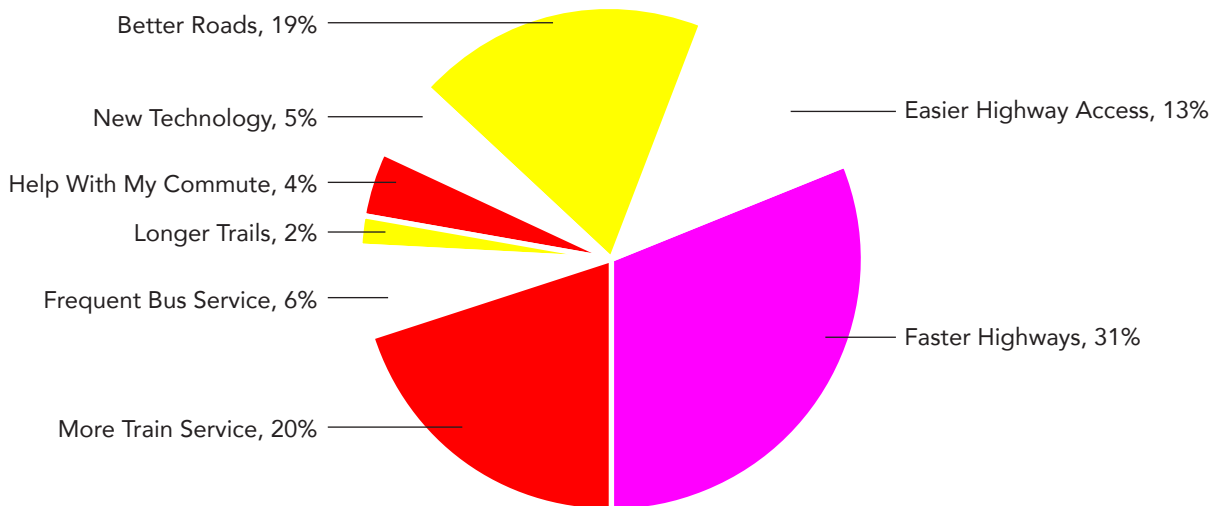
New Technology

# TRAFFIC RELIEF PLAN

## Western Riverside County



### Western Riverside County Traffic Relief Investments



Better Roads



Faster Highways



Help with  
My Commute



Longer Trails



More Train  
Service

Western Riverside County traffic relief funds will be allocated to transportation projects and services as shown in the chart above. RCTC will establish criteria to prioritize projects and services based upon the recommendation of civil engineers and public works professionals serving on the Technical Advisory Committee. Prioritization must be consistent with the vision, goals, objectives, principles, policies, and desired outcomes described in the Traffic Relief Plan. For any local jurisdiction to receive funds through the Traffic Relief Plan, the jurisdiction must be a participant in good standing in the Transportation Uniform Mitigation Fee (TUMF) program, which ensures that new development pays for its fair share of impacts on the transportation system, and the Multiple Species Habitat Conservation Program (MSHCP), which protects locally endangered and threatened plants and animals and ensures that transportation projects can receive streamlined environmental approvals.

The following pages describe the projects and services envisioned to be implemented. These projects and services were identified by RCTC Commissioners, members of the public, local transportation experts, and civic leaders in Riverside County through extensive public outreach and engagement. RCTC may add projects and services not mentioned in the Plan if those projects and services are consistent with the Plan or achieve the same result as a project or service mentioned in the Plan.



# TRAFFIC RELIEF PLAN

## Western Riverside County



The Traffic Relief Plan makes substantial investments in improving the flow of local highways and residents' abilities to get on and off them

more easily. Many of these improvements have already been identified in local plans and are awaiting funding to be constructed. The Traffic Relief Plan devotes 31% of funding in Western Riverside County toward faster highways and 13% toward easier highway access. Combined, these investments can achieve the following on the county's major highway corridors:

### I-15 Corridor

- Add at least one lane in each direction to I-15 between Route 74 in Lake Elsinore and the San Diego County line
- Eliminate the "lane drops" on southbound I-15 between Magnolia Avenue and Cajalco Road in Corona
- Construct the final phase of the French Valley Parkway interchange at I-15 in Temecula, which includes:
  - Widening ramps at Winchester Road
  - Constructing on and off ramps to I-15 from French Valley Parkway and a bridge over I-15
  - Constructing the French Valley Parkway from Jefferson Avenue to Ynez Road
- Reconstruct interchanges with:
  - Central Avenue (Route 74) in Lake Elsinore
  - Baxter Road in Wildomar
  - Bundy Canyon Road in Wildomar

### I-215 Corridor

- Add at least one lane in each direction between Route 60 and Van Buren Boulevard

- Construct a new interchange (on and off ramps) to I-215 at Keller Road in Murrieta
- Reconstruct interchange at Harley Knox Boulevard in Moreno Valley

### 91 Corridor

- Accelerate construction of at least one new lane in each direction on Route 91 between I-15 in Corona and Pierce Street in Riverside
- Reconstruct interchanges on the 91 at:
  - Adams Street in Riverside
  - Tyler Street in Riverside

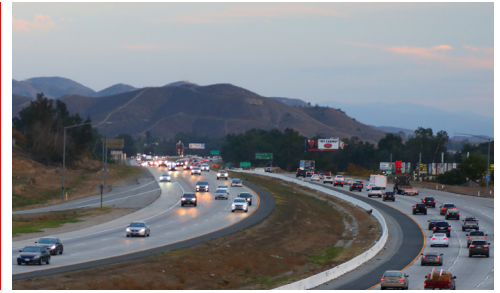
### 60 Corridor

- Add at least one lane in each direction on Route 60 in Moreno Valley
- Reconstruct interchanges on Route 60 at:
  - Etiwanda Avenue in Jurupa Valley
  - Rubidoux Boulevard in Jurupa Valley
  - Redlands Boulevard in Moreno Valley
  - Potrero Boulevard in Beaumont

### I-10 Corridor

- Reconstruct interchanges on I-10 at:
  - Route 79 in Beaumont
  - Highland Springs Avenue in Beaumont and Banning
  - Pennsylvania Avenue in Beaumont
  - Morongo Parkway in Cabazon
  - County Line Road in Calimesa
  - Cherry Valley Boulevard in Calimesa

In addition to assisting automobile drivers, many of the above investments will alleviate bottlenecks and safety concerns related to growing truck traffic.





# TRAFFIC RELIEF PLAN

## Western Riverside County



### Maintaining Local Roads and Repairing Potholes

In Western Riverside County, 19% of funds will be invested in keeping local roads in good condition and repairing potholes. Cities and the County of Riverside will receive road maintenance funds based on objective factors recommended by local city and county public works directors serving on the Technical Advisory Committee, consisting of representatives of every city and the County of Riverside, and adopted by RCTC. The Technical Advisory Committee shall take into consideration equity for smaller cities and unincorporated communities.

### Separating Local Roads from Railroad Tracks

The large number and length of freight trains operating in Riverside County causes rail crossings to be blocked, creates traffic delays, and restricts first responder access to emergencies. The Plan calls for construction of under- or overpasses at rail crossings, such as:

- Bellegrave Avenue
- Hargrave Street
- Jackson Street
- Mary Street
- Pennsylvania Avenue
- San Geronio Avenue
- Spruce Street
- Tyler Street

Projects will be prioritized based on factors including, but not limited to, readiness for construction, accident and fatality rates, hours of vehicle delay at the crossing, noise and air pollution, and availability of matching funds. Funding may be used to make projects more competitive to receive state or federal grants.

### Reducing Accidents and Fatalities on Major County Roads

Major upgrades are needed to several county roads where high numbers of fatalities occur, such as Gilman Springs Road and Grand Avenue. The Traffic Relief Plan creates a funding program to specifically address such roads.

### Improving Traffic Flow on Major Local Roads

Some of the most frustrating traffic chokepoints in Riverside County are the main roads that connect our neighborhood streets to highways and transit centers. Growing employment and economic activity in Riverside County will continue to add strain on these roads. Therefore, the Traffic Relief Plan will provide comprehensive investments to major roads, including but not limited to:

- Alessandro Boulevard
- Bundy Canyon Road
- Clinton Keith Road
- Heacock Street
- Keller Road
- Limonite Avenue
- Redlands Boulevard
- Sun Lake Boulevard
- Temescal Canyon Road
- Van Buren Boulevard

### Safe Routes to School

The Plan will add to work that has done to improve the safety of children going to and from school. The Plan will provide funding to cities, the County of Riverside, school districts, and other governmental and nonprofit entities through an application process to build infrastructure that provides safer routes for children to walk or bike to school and decreases injuries and fatalities. Eligible improvements include sidewalks, crosswalks, and bicycle lanes. Funding may be used to make projects more competitive to receive state or federal grants.

# TRAFFIC RELIEF PLAN

## Western Riverside County



### New East-West Routes

Routes 60 and 91 are congested at most times of the day. Limited east-west connections leave drivers with few options, especially in the southern parts of Riverside County, where people need to travel I-15 and I-215 to get to these east-west routes. Also, when there is an incident or severe traffic on I-10, especially around the holidays and festival seasons, there are no alternative routes between Banning and Cabazon. This creates a safety issue that the Traffic Relief Plan intends to remedy.

The County of Riverside is developing two east-west corridors between I-15 and I-215 and a parallel roadway to I-10 that currently lack funding:

- Cajalco Road
- Ethanac Expressway
- I-10 Bypass between Banning and Cabazon

With the Traffic Relief Plan, these routes can be constructed in the near future, something that cannot be achieved with current funding.



# TRAFFIC RELIEF PLAN

## Western Riverside County



Faster Highways



More Train  
Service

### Revitalizing the Hemet-San Jacinto Valley

RCTC has invested nearly two decades into obtaining federal and state environmental clearances and community consensus for two major new transportation facilities. Commitments for environmental mitigation have been made. However, after all this work, the funding needed to construct these routes does not exist and the plans will sit on a shelf until funding is available, which may take several more decades. The state and federal governments are not investing in new highways, meaning that local leadership and action is necessary.

Therefore, the Plan calls for accelerated construction and local operation and maintenance of the following two major projects:

- **A new Highway 79**, which will align the 79 from Gilman Springs Road to Domenigoni Parkway to improve traffic flow and safety and allow regional traffic to bypass local roads.
- **Mid County Parkway**, a new 16-mile transportation corridor designed to relieve east-west traffic congestion between the San Jacinto and Perris areas. The Mid County Parkway will connect to Route 79, I-215, and multimodal bus and rail facilities that support the Metrolink 91/Perris Valley Line.

Additionally, the Plan calls for construction of a rapid transit system between the Hemet-San Jacinto valley and the Perris/Moreno Valley/Riverside area to provide an alternative mode of travel. RCTC owns a rail line that extends from Perris to San Jacinto and could be used to provide this new service. Rapid transit connections could also be considered to the Temecula/Menifee/Murrieta area.

RCTC will collaborate with local cities, the County of Riverside, public transit agencies, tribal governments and the community in constructing these improvements.





# TRAFFIC RELIEF PLAN

## Western Riverside County



The Traffic Relief Plan devotes 20% of revenue to a historic modernization of rail service in Western Riverside County. Increased train frequencies, upgraded, safe, and well-maintained stations, and

expansion of service into new areas of Riverside County will increase economic opportunities within the region, reduce traffic congestion, and enhance the passenger experience.

### Increasing Frequency and Reliability of Metrolink

More frequent and reliable train service to current and future destinations in Riverside County will support Metrolink's goal to double ridership by 2025 and support local efforts to attract more employers and jobs to Riverside County. Recognizing the benefit of train transportation to commuters, the economy, and the environment, the Traffic Relief Plan makes the largest commitment to rail in the history of Riverside County. Specifically:

- Increasing frequency of Metrolink train service on the 91/Perris Valley Line and Inland Empire-Orange County Line
- Constructing new railroad tracks within existing rights of way to allow more Metrolink trains to operate.

### Extending Train Service to New Destinations in Riverside County

To make possible daily train service between the **Coachella Valley** (Palm Springs, Indio, etc.) and Riverside, Orange County, and L.A., the Traffic Relief Plan calls for construction of a new passenger rail station in the San Geronio Pass.

Additionally, the Traffic Relief Plan provides funding to extend Metrolink service to **Hemet and San Jacinto** via the existing railroad tracks which must be rehabilitated between Perris and San Jacinto.

The Traffic Relief Plan also envisions a new rail station at **Ramona Expressway** near Perris and the existing rail line.

### Maintaining, Operating, and Upgrading Train Stations, Tracks, and Service

The Traffic Relief Plan will modernize rail-related infrastructure in Riverside County and ensure that services can continue to operate safely and sustainably. Investments include but are not limited to:

- Constructing new parking capacity at Metrolink stations in Corona, Riverside, and Perris
- Constructing accessibility improvements at the Moreno Valley/March Field station
- Operating and maintaining existing and future Metrolink rail stations. There are currently nine stations in Corona, Riverside, Jurupa Valley, Perris, and near Moreno Valley. Future stations are envisioned for an extension of service to Hemet and San Jacinto
- Operating Metrolink trains through Riverside County at current and future increased frequencies
- Maintaining locally-owned railroad right of way to ensure public safety and proper care of the tracks
- Investing in zero-emission trains

# TRAFFIC RELIEF PLAN

## Western Riverside County



### Attracting Jobs to Riverside County through Rail Investment

Rail stations provide an excellent opportunity for economic development and bringing new jobs to our communities and increasing the convenience of public transportation. The Traffic Relief Plan will create an incentive program for public-private partnerships to enhance existing and future rail stations through joint development opportunities.

The Traffic Relief Plan also calls for new “reverse-commute” trains that bring passengers to Riverside County job centers, in addition to the current schedules that focus more on taking local residents to other counties.

### Balancing Road Expansion with Alternatives

The Traffic Relief Plan makes significant improvements to the roadway network in Riverside County through adding lanes and improving efficiency through technology. However, because we cannot build our way out of congestion, as the population grows and demand for road use increases, alternatives such as rail service and other public transportation options will be an essential piece of solving the problem. Additionally, the State of California now requires road projects to mitigate any increases in vehicle miles traveled to provide greater balance in the overall transportation system. To ensure that these needed road projects can be built in accordance with state laws and regulations, and to increase the viability of non-automobile alternatives in Riverside County, the Traffic Relief Plan establishes a program for mitigating increases to vehicle miles traveled.



# TRAFFIC RELIEF PLAN

## Western Riverside County



The Traffic Relief Plan dedicates 6% of revenue to enhancing Western Riverside County's bus transit system to reduce traffic congestion, increase sustainability, and provide more independence to residents who rely on public

transit to access medical care, employment, education, and essential services.

### Expanding Rapid/Express Bus

Rapid/Express buses provide an affordable, comfortable, and reduced-stress travel experience, especially for commuters traveling to other counties or across the county. These buses carry wi-fi and more comfortable seats than traditional buses.

The Traffic Relief Plan expands rapid/commuter bus service along the major freeway corridors in Riverside County to destinations, such as San Diego, Orange, and San Bernardino Counties, downtown Riverside, Temecula, Moreno Valley, Corona, and Perris. Rapid/commuter bus service can also connect to major destinations within Riverside County and the Inland Empire, such as commercial airports, business, retail, and entertainment centers.

### Modernizing and Sustaining Public Transportation

In changing times, public transportation must adapt. To increase ridership, provide more efficient service, and reduce air pollution, the Traffic Relief Plan invests in new technologies:

- Traffic signals and bus equipment that improve bus travel times.
- Zero-emission buses and related maintenance and operations.

Improving Riverside County's public transportation system also requires investment in transportation hubs throughout Western Riverside County, where residents can connect to other forms of transportation, employment centers, and services.

The Traffic Relief Plan also ensures the continued operation of bus service in Riverside County.





# TRAFFIC RELIEF PLAN

## Western Riverside County



### **Increasing Independence and Mobility for Seniors, Veterans, Students, Individuals with Disabilities, and Underserved and Rural Communities**

An equitable transit network is complete only when it addresses the needs of seniors, veterans, students, individuals with disabilities, and underserved and rural communities. Approximately 13% of Riverside County residents are age 65 and older; about 11% are individuals with disabilities; 11% are low-income; 6% are veterans; and 25% are under age 18.

A survey of public and human service providers in Riverside County indicates that about 40% of their constituents' transportation needs are not being met with existing services. For some, it may be the long distance to see a specialty doctor or treatment that is preventing them from achieving improved health outcomes. For others, financial constraints may restrict them from purchasing even discounted bus fares to seek education and employment opportunities. Addressing the needs of these groups requires a multifaceted approach that can be tailored to meet varying degrees of mobility and independence.

Transportation needs and gaps of services for these groups are documented in local studies, which have found that increased independence and mobility can be achieved through expanded transit service; transportation for long-distance regional medical trips; safe pedestrian and bicyclist pathways; transit affordability; and coordination with human service agencies. There is growing concern in many cities that as the population grows, the available resources to meet these target groups' needs will not keep pace.

### **Specialized Transit Grant Program**

The Traffic Relief Plan increases investment in specialized transportation providers that serve seniors, veterans, students, individuals with disabilities, and rural and underserved communities. The Citizens and Specialized Transit Advisory Council, with representatives from these important populations, will assist RCTC in administering and providing oversight to the program. The Traffic Relief Plan will make investments such as:

- Expansion of destinations and hours of operation for paratransit service such as Dial-A-Ride;
- Keeping transit fares low for seniors, veterans, students, and individuals with disabilities;
- Improved access to and from schools, colleges and universities, and employment centers for low-income families and rural communities;
- Bus fares for the truly needy who require access to medical appointments, job interviews, or other needed services;
- Bringing infrastructure into compliance with the Americans with Disabilities Act; and
- Continued operation of the 2-1-1 network, which provides individualized assessments with transportation and social service specialists.

A locally developed, coordinated public transit-human services transportation plan will improve the lives of thousands of Riverside County residents.

# TRAFFIC RELIEF PLAN

## Western Riverside County



Longer Trails

### Completing the Regional Trail System

Riverside County is home to world-renowned natural open spaces with active transportation corridors for cycling, hiking, walking, and running. These trails provide alternative transportation options, as well as options for healthier lifestyles for Riverside County residents. These facilities also provide economic opportunities for local businesses and residents and strengthen the tourism economy. The Plan invests in major regional trails identified in the master plan for the Riverside County Parks & Open Space District, to which local cities and the County can connect. These backbone trails include:

- Butterfield Ranch Trail/Southern Emigrant Trail
- Santa Ana River Trail
- California Riding and Hiking Trail
- Juan Bautista de Anza Historical Trail
- Salt Creek Trail

Additionally, the Plan will invest in providing trail access to Riverside County's many treasured publicly owned and preserved open spaces. All together, 2% of the Traffic Relief Plan in Western Riverside County will invest in these improvements.



Help with My Commute

### Freeway Service Patrol

When accidents occur on highways or when vehicles break down, traffic can build quickly, creating additional safety hazards to motorists and delaying thousands of people. Freeway

Service Patrol provides roving tow trucks to quickly assist motorists so that traffic can flow again. This public service is operated with strict performance and accountability measures by the California Highway Patrol, Caltrans, and RCTC, and must achieve a benefit-to-cost ratio of at least 3:1 (meaning for every dollar invested, the service must yield at least \$3 in benefits in the form of reduced congestion, increased safety, and decreased air pollution).

The Plan will sustain and increase Freeway Service Patrol levels on Interstates 15 and 215 and Routes 60 and 91, including weekend service. The Plan will also enable new service to begin on Interstate 10.

### More Park & Rides

Creating more convenient locations for commuters to meet and travel together reduces the burdens of solo commuting and decreases the number of cars on the road during peak hours. Through the Traffic Relief Plan, RCTC will be able to enter more partnerships with local businesses and governments to create better Park & Ride options.

### More Employer Partnerships to Reduce Stressful Commutes

The Traffic Relief Plan recognizes that improving commutes is not just about the commuter, but also about employers stepping up to help. The Plan calls for enhancing current Commuter Assistance Programs with employers in Riverside County with better options and incentives to encourage ridesharing, vanpooling, telecommuting, and public transit use.



# TRAFFIC RELIEF PLAN

## Western Riverside County



### Rethinking Transportation

New and innovative thinking is needed to combat traffic congestion as our population increases, technology advances rapidly, and our economy grows. Therefore, 5% of the Traffic Relief Plan in Western Riverside County is devoted to new technologies and innovative public policy.

**Creating Smart Roads:** deployment of new technologies that better synchronize traffic signals and ramp meters, detect on-road incidents and congestion and proactively manage traffic and improve roadway safety. These technologies lay the foundation for Riverside County's infrastructure to connect with autonomous and connected vehicles, as well as future innovations in transportation technology. Technologies such as these have begun deployment in other parts of the United States and the world; this program would bring these cutting-edge approaches to Riverside County. This program will also support electric vehicle charging infrastructure.

**Commuting Alternatives:** modernizing and increasing current efforts to help frustrated commuters find alternatives to driving alone over long distances to get to work or school and back home and help save time by using technology to make existing infrastructure operate more efficiently.

**Bringing Jobs Home:** an incentive program for local governments to develop infrastructure that will secure new permanent living-wage jobs in Riverside County and reduce the demand for residents to commute to other counties for work. These funds can also be used to invest in public transportation services that will assist local residents in accessing employment opportunities more easily.

