



MEETING AGENDA

TIME/DATE: **12:00 p.m. / Thursday, February 20, 2025**
LOCATION: **TEMECULA CREEK INN**
44501 Rainbow Canyon Road
Temecula, CA 92592

COMMISSIONERS

Chair – Karen Spiegel
Vice Chair – Raymond Gregory
Second Vice Chair – Jeremy Smith

Jose Medina, 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
Yxstian Gutierrez, County of Riverside, District 5
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / To Be Appointed, City of Calimesa
Jeremy Smith / Kasey Castillo, City of Canyon Lake
Raymond Gregory / Mark Carnevale, City of Cathedral City
Steven Hernandez / Stephanie Virgen, City of Coachella
Wes Speake / Jim Steiner, City of Corona
Scott Matas / Dirk Voss, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Toper Taylor / Dana Reed, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bob Karwin / Dean Deines, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Lisa DeForest, City of Murrieta
Fia Sullivan / Kevin Bash, City of Norco
Jan Harnik / To Be Appointed, City of Palm Desert
David Ready / Grace Garner, City of Palm Springs
Michael M. Vargas / Elizabeth Vallejo, City of Perris
Eve Fromberg Edelstein / Lynn Mallotto, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Valerie Vandever / Alonso Ledezma, City of San Jacinto
James Stewart / Brenden Kalfus, City of Temecula
Joseph Morabito / Dustin Nigg, City of Wildomar
Catalino Pining, Governor's Appointee Caltrans District 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA*

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

12:00 p.m.

Thursday, February 20, 2025

**Temecula Creek Inn
44501 Rainbow Canyon Road
Temecula, CA 92592**

This meeting is being conducted in person as well as via teleconference. Please visit <https://rivco.org/constituent-speaking-request> to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at lmobley@rctc.org prior to February 19, 2025, and your comments will be made part of the official record of proceedings.

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, www.rctc.org.

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS – *Each individual speaker is limited to speak three (3) continuous minutes or less. The 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. CONSENT CALENDAR – *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

6A. APPROVAL OF MINUTES – JANUARY 8, 2025

Page 1

6B. SINGLE SIGNATURE AUTHORITY REPORT

Page 15

Overview

This item is for the Commission to:

- 1) Receive and file the Single Signature Authority report for the second quarter ended December 31, 2024.

6C. MONTHLY INVESTMENT REPORT

Page 17

Overview

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended December 31, 2024.

6D. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 20

Overview

This item is for the Commission to:

- 1) Receive and file a state and federal legislative update.

6E. AGREEMENTS FOR COMPLETION OF PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT FOR THE 91 EXPRESS LANES MAJOR PAVEMENT REHABILITATION PROJECT

Page 23

Overview

This item is for the Commission to:

- 1) Award Agreement No. 25-31-019-00 with Kimley-Horn and Associates, Inc. (Kimley-Horn) to provide project study report – project development support (PSR-PDS) for the 91 Express Lanes Major Pavement Rehabilitation project (Project) in the amount of \$1,505,851, plus a contingency amount of \$150,585, for a total amount not to exceed \$1,656,436;
- 2) Approve Cooperative Agreement No. 25-31-051-00 between the Commission and Caltrans for project review and oversight services for the Project, in the amount of \$300,000;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission; and
- 4) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for the Project.

6F. ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT, STATE OF GOOD REPAIR, AND LOW CARBON TRANSIT OPERATIONS PROGRAM FUNDS POLICY

Page 79

Overview

This item is for the Commission to:

- 1) Adopt the allocation of Transportation Development Act, State of Good Repair, and Low Carbon Transit Operations Program Funds Policy effective Fiscal Year (FY) 2025/26.

7. INTERSTATE 15 EXPRESS LANES PROJECT – SOUTHERN EXTENSION RELEASE OF REQUEST FOR QUALIFICATIONS FOR PROGRESSIVE DESIGN BUILD PHASE 1 CONTRACT

Page 143

Overview

This item is for the Commission to:

- 1) Authorize the progressive design build procurement by approving the release of the request for qualifications (RFQ) to prospective proposers to perform preliminary engineering and cost estimation (PDB Phase 1) for the Interstate 15 (I-15) Express Lanes Project – Southern Extension (ELPSE).

8. FISCAL YEAR 2024/25 MID-YEAR REVENUE PROJECTIONS

Page 148

Overview

This item is for the Commission to:

- 1) Approve the Fiscal Year 2024/25 Mid-Year Revenue projections, which includes Measure A Sales Tax Revenues, Local Transportation Funds (LTF) Sales Tax Revenues, and Transportation Uniform Mitigation Fees (TUMF); and
- 2) Approve the FY 2024/25 mid-year budget revenue adjustments for Measure A (reduction of \$17,000,000) and LTF (reduction of \$7,000,000).

9. FISCAL YEAR 2025/26 REVENUE PROJECTIONS

Page 156

This item is for the Commission to:

- 1) Approve the projection for Measure A sales tax revenues of \$262 million for Fiscal Year 2025/26;
- 2) Approve the projection for Local Transportation Fund (LTF) sales tax apportionment of \$148 million for the Western Riverside County, Coachella Valley, and Palo Verde Valley areas for FY 2025/26; and
- 3) Approve the projection for Transportation Uniform Mitigation Fee (TUMF) revenues of \$30 million for FY 2025/26.

10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

11. EXECUTIVE DIRECTOR REPORT

12. COMMISSIONER COMMENTS

Overview

This item provides the opportunity for brief announcements or comments on items or matters of general interest.

13. ADJOURNMENT

The next Commission meeting is scheduled to be held on **Wednesday, March 12, 2025.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, January 8, 2025

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Karen Spiegel at 9:30 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501 and at the teleconference sites: Council Chamber Conference Room, City of Palm Desert, 73510 Fred Waring Drive, Palm Desert, California 92260, and the Large Conference Room, French Valley Airport, 37600 Sky Canyon Dr., Murrieta, California 92563. Due to an potentially contagious disease, Commissioner V. Manuel Perez joined via Zoom.

At this time, Chair Spiegel called on Steve DeBaun, Legal Counsel, to make an announcement.

Steve DeBaun announced the Commission has Commissioner V. Manuel Perez who is on the phone today and confirmed with Commissioner Perez that was correct.

Commissioner Perez replied yes that is correct.

Steve DeBaun explained there are circumstances under the Brown Act that allows a Board Member to attend from a remote location not listed on the agenda and the Commission will be exercising one of those today. The Brown Act allows a member of the Board to attend the meeting for just cause and that can include situations where a member is ill with a potentially contagious disease and asked Commissioner Perez if he is sick today.

Commissioner Perez replied yes.

Steve DeBaun clarified that Commissioner Perez was stating he has just cause to attend the meeting remotely under the Brown Act and asked if there is anybody else in the room with him that is over 18 years of age.

Commissioner Perez replied yes and that there was nobody around him at all.

Steve DeBaun stated there is no further action under the Brown Act required. The Brown Act does allow a Board Member to attend in this manner twice a year and this would be the first of those.

2. ROLL CALL

Commissioners/Alternates Present

Brian Berkson
Ulises Cabrera
Chuck Conder
Joseph DeConinck***
Kathleen Fitzpatrick***
Eve Fromberg Edelstein***
Waymond Fermon*****
Raymond Gregory
Yxstian Gutierrez*
Jan Harnik
Bob Karwin
Linda Krupa
Bob Magee
Jose Medina
Scott Matas***

Linda Molina
Joseph Morabito
V. Manuel Perez****
Jeremy Smith
Wes Speake
Karen Spiegel
James Stewart
Valerie Vandever
Michael M. Vargas
Cindy Warren**
Lloyd White
Haissam Yahya

Commissioners Absent

Steven Hernandez
Clint Lorimore
Toper Taylor
Chuck Washington
To Be Appointed, City of Banning
To Be Appointed, City of Norco
To Be Appointed, City of Palm Springs

*Joined after the meeting was called to order.

**Joined the meeting at French Valley.

***Joined the meeting at Palm Desert.

****Joined the meeting via Zoom.

3. PLEDGE OF ALLEGIANCE

Commissioner Lloyd White led the Commission in a flag salute.

4. PUBLIC COMMENTS

At this time, Aaron Hake, Executive Director, and Chair Spiegel came up to the podium recognized and presented former Chair Lloyd White with a gavel for being Chair for 2024.

Commissioner White expressed appreciation to Aaron Hake and his staff for making the job easy and to all the Commissioners for their support.

Chair Spiegel asked Jonathan Marquez, RCTC Metrolink station security, to come up to the podium and she and Aaron Hake recognized and presented Mr. Marquez with a plaque for saving a lady's life on November 18, 2024, at the Jurupa Valley/Pedley Metrolink station on the train platform where he performed CPR and called 911 for help.

Jonathan Marquez thanked his security team for always being by his side and the Commission for this recognition. He expressed to be able to save someone's life is something that you take to heart and is glad that she is alive.

At this time, Commissioner Yxstian Gutierrez joined the meeting.

Dominic Moonheart, a public speaker, who spoke from the city of Palm Desert satellite location stated that former Commissioner Lisa Middleton is no longer on the Board and the reason why he mentioned this is because she was an alternate on the Metrolink Board of Directors. Their Valley has historically been on the alternate seat for the Metrolink Board of Directors and RCTC should have one of their Valley representatives join the Metrolink Board of Directors. It is a Board that is much needed in representation in the Valley especially since they are getting the Coachella Valley Rail project and wanting to bring trains to the Valley since they have no connection other than SunLine Transit Agency's Line 10. If they are going to get the CV Rail project done right, there needs to be a Metrolink representative from the Valley.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

6. CONSENT CALENDAR

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

Abstained: Medina on Agenda Item 6A

6A. APPROVAL OF MINUTES – DECEMBER 11, 2024

6B. MONTHLY INVESTMENT REPORT

- 1) Receive and file the Monthly Investment Report for the month ended November 30, 2024.

6C. QUARTERLY FINANCIAL STATEMENTS

- 1) Receive and file the Quarterly Financial Statements for the three months ended September 2024.

6D. FISCAL YEAR 2023/24 COMMISSION AUDIT RESULTS

- 1) Receive and file the Fiscal Year 2023/24:
 - a) Annual Comprehensive Financial Report (ACFR);
 - 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) Low Carbon Transit Operations Program (LCTOP) Account Financial and Compliance Reports;
- f) Single Audit Report;
- g) RCTC 91 Express Lanes Fund Financial Report;
- h) 15 Express Lanes Fund Financial Report;
- i) Debt Compliance 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;
- l) Management certifications; and
- m) Auditor Required Communications Report.

6E. STATE AND FEDERAL LEGISLATIVE UPDATE

- 1) Receive and file a state and federal legislative update.

At this time, Commissioner Waymond Fermon joined the meeting.

7. ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM UPDATE

Edward Emery, Senior Management Analyst, presented an update for the Fiscal Year 2025/26 approval of the recommended program revisions for the Article 3 Bicycle and Pedestrian Facilities Program, highlighting the following:

- SB 821 overview
- Revision process:
 - Constructive feedback from the Technical Advisory Committee (TAC):
 - ✓ September 2023
 - ✓ July 2024
 - ✓ September 2024
 - Staff drafted the revisions to the SB 821 Guidelines and scoring metrics based on those directions
- Destinations served and safety metrics – Proposed changes
- Multimodal access and matching funds metric - Proposed changes
- Class III Bicycle Lanes - Proposed changes
- Upcoming call for projects schedule

Aaron Hake stated that this program is the best of what the Commission represents in their role, this is state tax money that comes to the Commission by formula and the

Commission decides how to allocate it among their cities. RCTC uses the TAC which includes a public director or staff member from each of the jurisdictions and the County has a Transportation Land Management Agency represented there and collectively all their jurisdictions help RCTC decide how to allocate these funds that their jurisdictions can then compete for and fund projects that are important to their constituents like bicycling, sidewalks, and things that help people move around their community. It is a great program and is often oversubscribed and will likely get more applications than they have funding available but the scoring that has been developed has consensus from all their staff and RCTC staff is excited to see what projects everyone puts forward.

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

- 1) Approve the revised Transportation Development Act (TDA) Article 3, or Senate Bill 821 (SB 821), Fiscal Year (FY) 2025/26 Call for Projects Guidelines, including the Evaluation Criteria.**

8. ACTIVE TRANSPORTATION PROGRAM CYCLE 7 – METROPOLITAN PLANNING ORGANIZATION COMPONENT – SELECTION CRITERIA FOR RIVERSIDE COUNTY APPLICATIONS AND RIVERSIDE COUNTY PROJECT RECOMMENDATIONS

Edward Emery presented an update for the Active Transportation Program (ATP) 20-Point Methodology, highlighting the following areas:

- ATP overview
- Budget cut to ATP:
 - Original fund estimate: \$568 million
 - ✓ \$400 million was cut
 - ✓ Amended fund estimate: \$168 million
 - Distribution:
 - ✓ Statewide competition: \$84 million
 - ✓ Small urban and rural region: \$16 million
 - ✓ MPO component: \$68 million
 - SCAG’s portion of the MPO component is \$35 million, of which \$4.6 million is targeted for Riverside County
 - ✓ 95 percent (\$4.4 million) Implementation
 - ✓ 5 percent (\$233 thousand) Plans, Quick Build, and Non-infrastructure
- ATP 20-Points Methodology
- ATP 20- Point Methodology MPO component funding recommendations

M/S/C (Perez/Ulises) to:

- 1) Approve the 20-points distribution methodology selection criteria for the Metropolitan Planning Organizations’ (MPO) Regional Program**

Guidelines for Active Transportation Program (ATP) Cycle 7 and all future ATP cycles; and

- 2) Approve the ATP Cycle 7 list of recommended projects and contingency list in Riverside County for MPO adoption in the amount of \$4,437,000.**

9. PRESENTATION OF THE 15/91 EXPRESS LANES CONNECTOR BEFORE AND AFTER STUDY

David Thomas, Toll Project Delivery Director, introduced Sheldon Mar, Stantec, who is here to present the 15/91 Express Lanes Connector before and after study. David Thomas then highlighted the following:

- The project scope
 - Add direct connectors between 91 Express and 15 Express north of 91 (15/91 ELC)
 - Widen eastbound 91 EL between Interstate-15 and Promenade Avenue to 2 lanes (EB 2.0)
 - Opened November 21, 2023

David Thomas turned it over to Sheldon Mar to present the before and after results.

Sheldon Mar, presented the 15/91 ELC before and after study results, highlighting the following areas:

- State Route 91 EB 91 EL and general-purpose lanes before and after project photos near Main Street looking east
 - EB 91 EL operate at or near free-flow speed at east-end with the project
 - Queues were regularly observed prior to EB 2.0, now eliminated
 - EB 91 express lanes demand and throughput increased
 - Peak tolls (\$27.90 on Fridays) reduced to less than \$10
 - General purpose lane operations improved
- 91 EB heat lamp graphics: County Line to Promenade (8 miles) on a sample weekday and a sample Friday before and after
- 91 EB express travel time and speed (8 miles) graphics on weekdays and on Fridays before and after
 - EB 91 EL speeds improved
 - Weekdays, 3-5 PM: 40-60 mph Before → 65-75 mph After
 - Fridays, 3-7 PM: 10-35 mph Before → 55-75 mph After
- EB 91 express queue (Monday-Friday) before and after graphic
- RCTC 91 EB EL volume and tolls before and after graphics
 - EB 91 EL volume increased by 250-420 vph (2-7 PM)
 - PM peak 15/91 ELC volume approximately 500 vph
 - PM peak tolls via McKinley reduced, Friday rate reduced from \$27.90 → \$10

- 91 EB General Purpose (GP) lane speeds graphics before and after
 - 91 EB GP speeds between SR-241 and Pierce Street improved post project
 - Weekdays, 4:30 PM: +4 mph, 4-minute improvement
 - Fridays, 4:30 PM: +6 mph, 9-minute improvement
- SR-91 westbound (WB) before and after including photos
 - WB 91 EL and GP mainline both congested before and after the project
 - WB 91 EL demand increased post 15/91 ELC, queues via McKinley and 15 northbound to WB grew
 - Providing a new south to west movement improved utilization and functionality
- 91 WB express travel time and speed graphics before and after at McKinley Monday – Thursday and 15 northbound to 91 WB Tuesday – Thursday
 - WB 91 EL travel on average worsened
 - WB 91 EL, 5-9 AM: 15-75 mph Before → 10-70 mph After
 - 15 NB to WB 91 EL, 5-9 AM: 30-70 mph Before → 15-70 mph After
- RCTC WB 91 express volume and toll rates graphics before and after for typical weekdays (Mondays – Thursdays)
 - WB 91 EL volumes increased by 80-100 vph during peak AM hours (6-8 AM)
 - Volume increased during all hours of the day, 15 percent daily traffic increase
 - Approximately 6,000 vpd using 15/91 ELC (SB to WB), 700-800 vph during AM peak hours
 - WB EL rates increased
- 91 WB GP speeds before and after graphics at I-15 to SR-241 (9.5 miles), typical weekdays (Mondays-Thursdays) including a photo
 - 91 WB general purpose lane speeds have not meaningfully changed after the opening of the 15/91 ELC
- Summary – Impacts of EB 2.0 and 15/91 ELC for the toll facilities and their outcomes

David Thomas came back to the podium and stated they are available for any questions.

Commissioner Speake expressed appreciation for this presentation and asked where the money came from to pay for the EB 2.0.

David Thomas replied it came from the toll revenue from the 91.

In response to Commissioner Speake’s clarification that it was excess toll revenue, David Thomas replied yes.

Commissioner Speake stated this was a great example why when this Commission decided they initially were going to do the 91 EL that excess toll revenue would go back into this system as there are unexpected and brilliant ideas that help this system work

better that will be identified over time. He thanked staff for implementing this, the EB side made a huge difference especially on the toll revenue side and toll rate side. He is not surprised about the WB side staff did not have it on the slides, but with the number of vehicles entering the toll lanes from I-15 and where people want to go depends on how they are going to enter. It will be interesting after the McKinley Bridge is complete what that turns out to be but overall, all positive. Hopefully the Commission keeps looking for things like this that has induced some demand, but the demand was there so the more they can keep people on the highway and the toll lanes the better it is for everyone.

Commissioner James Stewart clarified the Commission advertises this as EL so when traffic is terrible, and he has seen the mainlines EL jammed up if there is a difference in cost once they get stuck in the EL.

David Thomas replied that the entrance queue or the entrance delay is not something RCTC would reimburse for, but if there was an accident or something in the EL once they are in them that caused a delay the customers can contact RCTC's customer service center and ask for a refund for that trip. There is a separate effort at the request of Commissioner Speake looking at the potential for adding travel time signage comparative travel time for the GP lanes and the EL and there will be a report in the future as Jennifer Crosson, Toll Operations Director, has been working on that.

Commissioner Stewart stated that is a fair thing to do for people who are getting ready to spend that money to realize if they are saving 5 minutes or 25 minutes. He is in favor of that also because if the EL are congested there has got to be a mechanism to identify and notify the consumers that the EL are currently very congested.

Commissioner Ulises Cabrera appreciated the presentation it is always good to see data and what the outcome is of taxpayer dollar investments. He asked about the recently opened EL on Interstate 210 in San Bernardino County if there are any initial results of the changes in the congestion like this that staff could get from their counterparts to share. Also not directly tied to this but thinking about the future is having autonomous vehicles on a mass scale as every year the new vehicles that come out have more of the self-driving technology integrated into them. There might be a possibility to have a dedicated lane for autonomous vehicles, the robotaxis, and look at what other cities, states, and countries are doing in that space to see if it is a good fit for the Commission.

Commissioner Brian Berkson stated as a frequent user of that line he appreciates the efforts that went into not just the 91 flyover to I-15 but throughout these last several years they have worked on this they have also done a lot of other projects like adding a GP lane WB from Serfas Club to SR-241. The EB 2.0 significantly helped the issue, and he discussed where the biggest bog downs were related to the GP lanes at the I-15 underpass. He noted a typical trip to Orange County would take over an hour to three hours one direction, now taking the toll road, he could do it in under an hour. He discussed the various ways to get on the 91 Toll Road from I-15 southbound before the flyover and

asked if that helped the city of Corona to reduce the congestion in those other areas. He stated the only real issues on the 91 where there are three lanes at the start of the toll from the 91 at I-15 it merges to two it is a five-minute delay on a bad day, but the biggest delay is OCTA when getting on the toll lanes in the afternoons coming back to the Inland Empire it bogs down when trying to get on the toll lane and just before OCTA's toll plaza. Only when the GP lanes come to a full stop that is when the toll lanes move at full speed and vice versa. The Commission has done some amazing work out there and hopefully will continue to do more.

Commissioner Bob Karwin asked from an economic development standpoint is there any data in the reports explaining where these people are going WB in the morning and what kind of industry they need to capture here that they are losing to Los Angeles County, Orange County, or wherever these folks are going.

Sheldon Mar clarified where are all these people going to specifically on the WB 91 in the morning and is there a way to help get traffic redistributed.

Commissioner Karwin replied he was trying to see what industry they are lacking here that they are losing people that are traveling on this freeway to help congestion to partner with economic development to do that.

Sheldon Mar replied they know that a meaningful share of these trips is continuing into Orange County they receive roughly half of the WB 91 express users in the morning and customers are continuing into the Orange County 91 EL and a meaningful share are going down SR-241.

Commissioner Karwin clarified more specifically if there is surveying or data of users of these roads that say what is their job they are going to. He reiterated what type of job does a person have that is clogging up this freeway that the Inland Empire does not have here for them.

Aaron Hake replied there are data sets out there that provide general origin and destination trends Western Riverside Council of Governments (WRCOG) and RCTC has access to this data and would be happy to have a more focused discussion on that and what data sets they could pull up that would be useful. He referred to Commissioner Karwin's question does RCTC ask their customers where they are going and why they are going, RCTC by law are not allowed to survey their customers in that manner there are privacy laws that prevent RCTC from doing that.

In response to Commissioner Karwin's question even on a voluntary basis, Aaron Hake replied yes. He then called on legal counsel to explain that.

At this time, Commissioner Vargas left the meeting.

Steve DeBaun stated RCTC does not want to have that information because it is subject to the public records act and the confidentiality rules regarding toll road use are very strict so there are prohibitions on collecting that data at all.

Chair Spiegel replied to Commissioner Karwin that WRCOG did a study on where people were going it was not directly related to the toll lanes it was just more for countywide.

Commissioner Karwin replied that he has seen that data there was circulation issues and that was done also with the Ethanac Road interchange. The EB/WB difference is so startling because everybody going WB is getting to work at the same time people going EB getting to work are leaving at different staggering times where people who are going to the airport and not coming back are not in that traffic so that was more specific to this project, but he will address that with WRCOG.

At this time, Commissioner Magee left the meeting.

Chair Spiegel stated it will continue to grow as Riverside County continues to grow because people come to Riverside County it is supposedly less expensive to live but the wages are higher outside of Riverside County. There is a correlation to that cost of living and the wages that are paid they move out here it is the least costly to live and they make that commute so that is the challenge they have. They are trying as a County and each of the individual cities to bring in businesses, so their residents live, work and play in their own communities. She then thanked the team for doing a great job.

Commissioner Cabrera concurred with Commissioner Karwin's comments and stated there are tech companies out there that offer those services to provide that data whether it is for economic development or tourism purposes to see how many people are coming to a particular city, what time of day, what roads are they using and it protects privacy. It might be worth looking into maybe it is another government entity and not RCTC that is better suited to study it but on this topic if it would be a better use of taxpayer dollars to identify where their constituents are driving to outside of their cities and county, retrain and reskill those particular people that are going to work elsewhere and find them similar job opportunities in this area.

Chair Spiegel replied that is something that is happening with their educational institutes are working on that Jurupa Valley has a trade school coming in so there are many different moving parts in this but there is not just one answer it has got to be everyone working in unison.

Aaron Hake is encouraged by this discussion today on the success of this project. Transportation is going to be connected to everything including economic and social issues, so he is looking forward to this year for the Commission to engage in more projects dialogue and action on tying those things together and envisioning how they build the future transportation system in this county to improve all those other areas. RCTC has a

project here that is serving one of those purposes this project that was discussed today also opens up opportunities for more public transit, they discussed autonomous cars, new technology, and what are the opportunities they have to leverage that to move people in different ways. They are also seeing that these EL are being used increasingly on the weekends. He noted as Commissioner Berkson mentioned this Commission has embraced innovation and this project exists because the Legislature decided to put \$180 million on this project. RCTC was ready to go and when the Legislature gave RCTC special contracting authority this Commission embraced that special contracting authority that they have never used before to accelerate this project. RCTC used that surplus toll revenue to keep it in the corridor to benefit the toll payers and make improvements when they saw an opportunity to add EB 2.0 in the middle of the project, they were able to work and negotiate with the contractor and this Commission embraced a change order to get it done which provided a huge improvement. This team is continuously looking at these EL and other areas of the County where they can make adjustments that make a meaningful difference. Staff takes all these Commissioners' comments and goes back to talk about it to figure out what can they do and how can they get it done as quick as possible.

Chair Spiegel clarified that Aaron Hake has this noted that several Commissioners overtime have expressed having the signage that says how long or what time savings for the EL before they pay that toll.

Aaron Hake replied they have done an in-depth analysis and are wrapping that up on that concept and will be coming back with it.

M/S/C to:

- 1) Receive and file a presentation on the 15/91 Express Lanes Connector (ELC) before and after study.**

10. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION

There were no items pulled from the Consent Calendar.

11. EXECUTIVE DIRECTOR'S REPORT

Aaron Hake announced:

- On January 6 construction started on the I-15 SMART Freeway Project this has been a collaborative effort with the city of Temecula, Caltrans, and WRCOG. The construction period will take eight to nine months there will be periodic lane reductions and ramp closures taking place in the project area and they have started their public outreach. They will continue posting on RCTC's social media pages @therctc and on the RCTC website @smartfreeway.org. After that

construction period and after the Temecula French Valley Parkway Project is complete RCTC will start the two-year pilot period on the SMART freeways.

At this time, Commissioner Gutierrez left the meeting.

12. COMMISSIONER COMMENTS

12A. Commissioner Cindy Warren wished everyone a Happy New Year.

12B. Commissioner Perez wished everyone a Happy New Year and stated he has a proclamation he wants to read out loud but will wait until the adjournment.

12C. Commissioner Cabrera requested to close this meeting in memory and honor of the late former President Jimmy Carter.

Chair Spiegel replied that is what Commissioner Perez was talking about she already has him queued for that.

12D. Commissioner Molina welcomed new Supervisor Jose Medina to the Commission.

Commissioner Medina thanked Commissioner Molina for the welcome and stated he did serve on the Transportation Committee for 10 years in Sacramento and it is nice to sit here to see what that means at the local level. He will do his best to fill the shoes of the former Supervisor Kevin Jeffries.

Chair Spiegel replied to Commissioner Molina welcome aboard.

12F. Commissioner Harnik stated at its December 2024 Commission meeting she had asked if they could get a report on SR-74 as they heard earlier in public comment, they have one way in and out of the Coachella Valley. Their alternate route is over SR-74 it is an extremely dangerous highway there have been a lot of accidents due to potholes, there are big rig trucks going over SR-74, and they have bicycles on there. They need to look at the safety factor and examine for the trucks and the bicycles what is causing the preponderance of accidents and flat tires as we want to be able to answer community members on this issue.

Haissam Yahya, Caltrans District 8, replied that Caltrans signed two emergency orders on Tuesday to fix the potholes on SR-74 in that area.

Commissioner Harnik replied that is a wonderful start and she would really like to look at the safety component when they are talking about bicycles, and they get it when they have to have a big truck up there for deliveries and construction but as an alternate route, should be looked at.

Haissam Yahya replied they will keep monitoring that area.

Chair Spiegel welcomed Commissioner Karwin.

Commissioner Karwin thanked Chair Spiegel for welcoming him and stated he appreciates the opportunity to serve the County in this capacity, the residents of Menifee, and the whole region. He is filling the shoes of former Commissioner Bill Zimmerman and hopes he will do his memory proud.

- 12G.** Commissioner Berkson announced that Deputy Timothy Corlew from the Jurupa Valley station was pronounced deceased just minutes ago on a traffic fatality off SR-91. He requested in addition to former President Jimmy Carter to add Deputy Corlew when this meeting is adjourned.

Chair Spiegel asked to do a moment of silence for Deputy Corlew and his family. He just passed away this morning on an on-duty traffic accident. She requested Commissioner Perez to include a memorial adjournment for former President Jimmy Carter in a moment. She then read since the Office of the President was established in 1789, 45 men have served in 46 presidencies that is spanning 58 four-year terms. When hearing that number that is not that many folks when talking about the number of people in their country and how few have ever been in that position. It is critically important that whether they like the person that served in an office they should respect the office, they served this country and they deserve all their respect. She asked Commissioner Perez to share the proclamation that was shared at the January 7 Board of Supervisors meeting.

He stated that as everyone is getting older unfortunately, they start to begin to see more folks around them loved ones as well as people they do not know and those that they consider heroes pass away. Obviously, the death of James Earl Carter, Jr., the 39th President of the United States is one. He then read the proclamation by President Joe Biden who provided him the opportunity to read out loud some of his words. At this time, Commissioner Perez asked for a moment of silence as well.

Lisa Mobley, Administrative Services Director/Clerk of the Board announced that the next Commission meeting will be held on February 20-21, 2025, in Temecula.

Chair Spiegel clarified the Commission will not have a normal meeting time in February 2025 they will be meeting for the Commission Workshop around noon.

13. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Spiegel adjourned the meeting in memory of the former President Jimmy Carter and Deputy Timothy Corlew at 11:01 a.m. The next Commission meeting is scheduled to be held on Thursday, February 20, 2025.

Respectfully submitted,

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

Lisa Mobley
Administrative Services Director /
Clerk of the Board

AGENDA ITEM 6B

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	February 20, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Linda Fakhouri, Senior Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Single Signature Authority Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Single Signature Authority report for the second quarter ended December 31, 2024.

BACKGROUND INFORMATION:

Certain contracts are executed under single signature authority as permitted in the Commission’s Procurement Policy Manual adopted in March 2021. The Executive Director is authorized to sign services contracts that are less than \$250,000 individually and in an aggregate amount not to exceed \$2 million in any given fiscal year. Additionally, in accordance with Public Utilities Code Section 130323(c), the Executive Director is authorized to sign contracts for supplies, equipment, materials, and construction of all facilities and works under \$50,000 individually.

The attached report details all contracts that have been executed for the second quarter ended December 31, 2024, under the single signature authority granted to the Executive Director. The unused capacity of single signature authority for services and goods as of December 31, 2024, is \$1,508,441.

Attachment: Single Signature Authority Report as of December 31, 2024

**SINGLE SIGNATURE AUTHORITY
AS OF DECEMBER 31, 2024**

CONTRACT #	CONSULTANT	DESCRIPTION OF SERVICES	ORIGINAL CONTRACT AMOUNT	PAID AMOUNT	REMAINING CONTRACT AMOUNT
AMOUNT AVAILABLE July 1, 2024			\$2,000,000.00		
25-33-001-00	SCRRA	Cooperative Agreement for Design of the Downtown Riverside Metrolink Station at Grade Crossing Upgrade	125,063.00	125,063.00	0.00
21-31-067-02	Caltrans	71/91 Interchange Project RCTC/Caltrans Construction Coop - Department Furnished Materials	30,000.00	25,626.13	4,373.87
24-31-04-01	Parsons	I-15 Ingress Study	250,000.00	0.00	250,000.00
25-18-039-00	ACA Compliance Solution Services, INC	ACA Compliance Reporting	3,000.00	0.00	3,000.00
23-31-109-01	Caltrans	I-15 Smart Freeway Project- RCTC/Caltrans Construction Coop (23-31-109-01) – Department Furnished Materials	51,500.00	0.00	51,500.00
PO 3578	INNOVATIVE TRAFFIC PRODUCTS	Attenuator for 91 Express Lanes	31,996.00	0.00	31,996.00

AMOUNT USED 491,559.00

AMOUNT REMAINING through June 30, 2025 \$1,508,441.00

Agreements that fall under Public Utilities Code 130323 (C)

None N/A \$- \$- \$-

Linda Fakhouri _____ Matthew Wallace _____
Prepared by Reviewed by

Note: Shaded area represents new contracts listed in the second quarter.

AGENDA ITEM 6C

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	February 20, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Megan Kavand, Toll Finance Manager Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended December 31, 2024.

BACKGROUND INFORMATION:

The Commission’s investment reports have generally reflected investments primarily concentrated in the Riverside County Pooled Investment Fund as well as investments in mutual funds for sales tax revenue bonds debt service payments.

As a result of significant project financings such as the State Route 91 Corridor Improvement Project (91 Project) and the Interstate 15 Express Lanes Project (I-15 ELP), the Commission engaged MetLife Investment Management, LLC, formerly Logan Circle Partners, L.P. (MetLife), as the investment manager for the bond proceeds and other required funds. Additionally, the Commission engaged Payden & Rygel Investment Management to make specific investments for Commission operating funds. The Commission approved initial agreements with the investment managers in May 2013 following a competitive procurement and has extended the agreements through the annual recurring contracts process.

MetLife invested the debt proceeds and subsequent other required contributions for the 91 Project and I-15 ELP in separate accounts of the Short-Term Actively Managed Program (STAMP). The Commission completed the 91 Project financing in 2013, the I-15 ELP and 91 Project completion financing (2017 Financing) in July 2017 and the 2021 91 Project refinancing (2021 Financing) in October 2021. Consistent with financing expectations, the Commission expended all 91 Project debt proceeds and equity contributions, except for the toll revenue bonds debt service reserve, and subsequent to commencement of operations, established other required accounts. Additionally, the Commission has fully expended the 2017 Financing bond proceeds for the I-15 ELP.

The monthly investment report for December 2024, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2021 Financing and available operating cash. As of December 31, 2024, total cash and investments in the Commission’s portfolio totaled approximately \$1.64 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS ¹
Operating	\$ 1,039,269,867
Trust	343,457,332
Commission-managed	200,367,456
STAMP for 91 CIP	62,402,179
Total	\$ 1,645,496,834
Note: ¹ Unreconciled and unaudited	

As of December 31, 2024, the Commission’s cash and investments are in compliance with both the Commission’s investment policy adopted on December 11, 2024, and permitted investments described in the indenture for the Commission’s sales tax revenue bonds and the master indenture for the Commission’s toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

This is an information item. There is no fiscal impact.

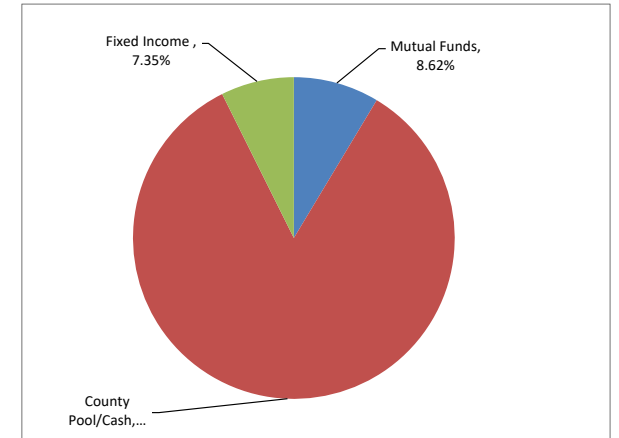
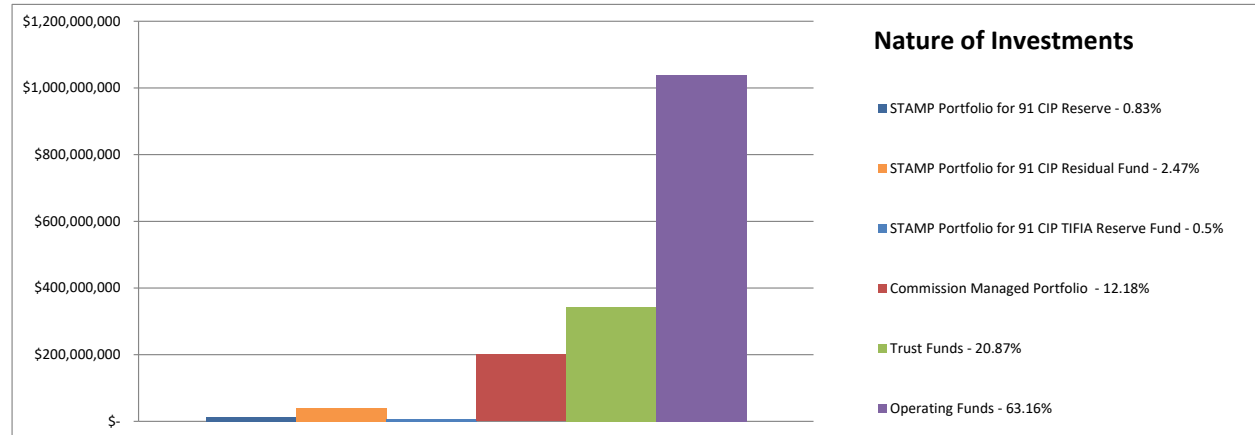
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: December 31, 2024

	STATEMENT BALANCE ¹	FINANCIAL INSTUTION	STATEMENTS	RATING MOODY'S / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	32,516,724	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,006,753,143	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,039,269,867											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund: Local Transportation Fund	343,457,332	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	343,457,332											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	58,580,806	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	141,786,651	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	200,367,456											
STAMP PORTFOLIO for 91 CIP												
2013 Series A & Series B Reserve Fund	13,585,030	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	40,620,741	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	8,196,409	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 91 CIP	62,402,179											
TOTAL All Cash and Investments	\$ 1,645,496,834											

Notes:

¹ Unreconciled and unaudited



AGENDA ITEM 6D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	February 20, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Andrew Sall, Senior Management Analyst, Legislative Affairs Tyler Madary, Legislative Affairs Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	State and Federal Legislative Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file a state and federal legislative update.

BACKGROUND INFORMATION:

State Update

Fiscal Year 2025-2026 Budget Proposal

On January 10, Governor Gavin Newsom released his budget proposal for Fiscal Year (FY) 2025-26, totaling \$322.3 billion. The Governor’s proposal projects a small surplus of \$326 million, compared to the \$297.9 billion budget in FY 2024-25 that accounted for a nearly \$47 billion shortfall. Notably, the proposed budget maintains the entirety of transportation funding included in the FY 2024-25 budget, including \$15.4 billion for the following:

- \$8.8 billion for high-priority transit and rail infrastructure projects. This includes \$5.1 billion in funding for the formula-based Transit and Intercity Rail Capital Program (TIRCP) and Zero-Emission Transit Capital Program (ZETCP) enacted by Senate Bill (SB) 125 (2023). Under SB 125, RCTC received \$138.2 million in formula TIRCP and ZETCP funding in FY 2023-24 to support transit operations, fund the next phase of environmental review for the Coachella Valley (CV) Rail Project, and fund project development and implementation of grade separations along the planned CV Rail corridor in the Pass Area. RCTC anticipates receiving an additional \$148.6 million in formula TIRCP and ZETCP funding between FY 2024-25 and FY 2027-28 to further support transit operations and fund rail capital improvements and grade separation projects across the county;
- \$4.2 billion in Proposition 1A (2008) funding to continue construction on the California High Speed Rail project;
- \$1.2 billion for goods movement projects on rail and roadways at port terminals;

- \$1.1 billion for Active Transportation Program projects, the Reconnecting Communities: Highways to Boulevards Pilot program, and climate adaptation projects; and
- \$150 million for grade separation projects.

The Governor’s budget proposal is the first step in the annual state budgetary process. The Legislature will hold budget committee hearings over the coming months before Governor Newsom releases his May Revision to the budget with updated revenue projections. Following the release of the May Revision, the Legislature must approve the budget by June 15. Staff will keep the Commission apprised of potential impacts to transportation-related investments as the budgetary process unfolds.

State Legislature 2025-26 Session Committee Assignments

On December 27, Assembly Speaker Robert Rivas (Salinas) announced committee chairperson appointments for 2025, including the reappointments of Assemblymember Lori Wilson (Suisun City) as Chair of the Assembly Transportation Committee and Assemblymember Steve Bennett (Oxnard) as Chair of the Assembly Budget Subcommittee on Climate Crisis, Resources, Energy, and Transportation. Full committee membership announcements have not been made as of the publish date of this report.

Additionally, Senate President Pro Tempore Mike McGuire (North Coast) announced committee assignments, including the reappointment of Senator Dave Cortese (San Jose) as Chair of the Senate Transportation Committee. Senators Sabrina Cervantes (Riverside) and Kelly Seyarto (Murrieta) were also appointed to the committee. Additionally, Pro Tempore McGuire announced the appointment of Senator Laura Richardson (San Pedro) as the Chair of the Senate Budget Subcommittee on Corrections, Public Safety, Judiciary, Labor and Transportation.

Federal Update

On December 21, President Joe Biden signed into law a Continuing Resolution to fund the federal government at or near existing FY 2024 levels until March 14. Congress now has until March 14 to either pass all 12 appropriations bills for FY 2025 or another Continuing Resolution to avoid a government shutdown. RCTC staff will continue to monitor the appropriations process and keep the Commission apprised of updates.

President Donald J. Trump was sworn in as the 47th President of the United States on January 20, 2025. Over the next several weeks, the Senate will seek to confirm the President’s Cabinet and agency nominees. This includes former Representative Sean Duffy, whose confirmation hearing for his nomination as Secretary of the U.S. Department of Transportation (USDOT) took place on January 15. It will take several months before various offices at USDOT, including the Federal Highway Administration, Federal Railroad Administration, and Federal Transit Administration, will have confirmed Administrators in place. In the interim, career personnel will serve in acting positions to help the new Secretary navigate the Department’s workings.

FISCAL IMPACT:

This is a policy and information item. There is no fiscal impact.

AGENDA ITEM 6E

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	February 20, 2025
TO:	Riverside County Transportation Commission
FROM:	Toll Policy and Operations Committee Sri Srirajan, Senior Capital Projects Manager David K. Thomas, Toll Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreements for Completion of Project Study Report – Project Development Support for the 91 Express Lanes Major Pavement Rehabilitation project

TOLL POLICY AND OPERATIONS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 25-31-019-00 with Kimley-Horn and Associates, Inc. (Kimley-Horn) to provide project study report – project development support (PSR-PDS) for the 91 Express Lanes Major Pavement Rehabilitation project (Project) in the amount of \$1,505,851, plus a contingency amount of \$150,585, for a total amount not to exceed \$1,656,436;
- 2) Approve Cooperative Agreement No. 25-31-051-00 between the Commission and Caltrans for project review and oversight services for the Project, in the amount of \$300,000;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission; and
- 4) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for the Project.

BACKGROUND INFORMATION:

The Project was initiated to partially reconstruct the 91 Express Lanes pavement from Orange/Riverside County line to east of the junction of Interstate 15 (both directions) to provide the required service life over the toll facility agreement (TFA) lease period (Figure 1 Vicinity Map). The TFA was an agreement that set forth the roles and responsibilities of the Commission and Caltrans as it relates to use, maintenance and operation of the 91 Express Lanes.

In coordination with Caltrans, the PSR-PDS is required to serve as the programming and planning document for the Project. The PSR-PDS will evaluate preliminary design alternatives that can be carried forward to the project approval and environmental document (PA/ED) phase.

The 91 Express Lanes from Orange/Riverside County line to east of the junction of I-15 (both directions) are being maintained by the Commission for a period of 50 years until 2067. The pavement was first constructed in 1978 and 1995. During the planning stages for the 91 Express Lanes Project, it was noted that the existing pavement had a useful life of less than 15 years, and the replacement of the 91 Express Lanes pavement was anticipated and included in the 91 Express Lanes financial plan. In addition, at the end of the TFA term in 2067 the pavement shall be returned to Caltrans in a condition that meets the performance and maintenance standards established by Caltrans for existing state-operated transportation facilities of substantially equivalent size, location and character.

The Commission previously approved two items related to interim pavement repair: pavement analysis and pavement repair to address urgent needs and that work is currently underway. At the time staff sought the approval of the two items mentioned above, staff informed the Commission that this major pavement rehabilitation project was in the planning stages. The approval of this contract will allow staff to progress the development of the Project.

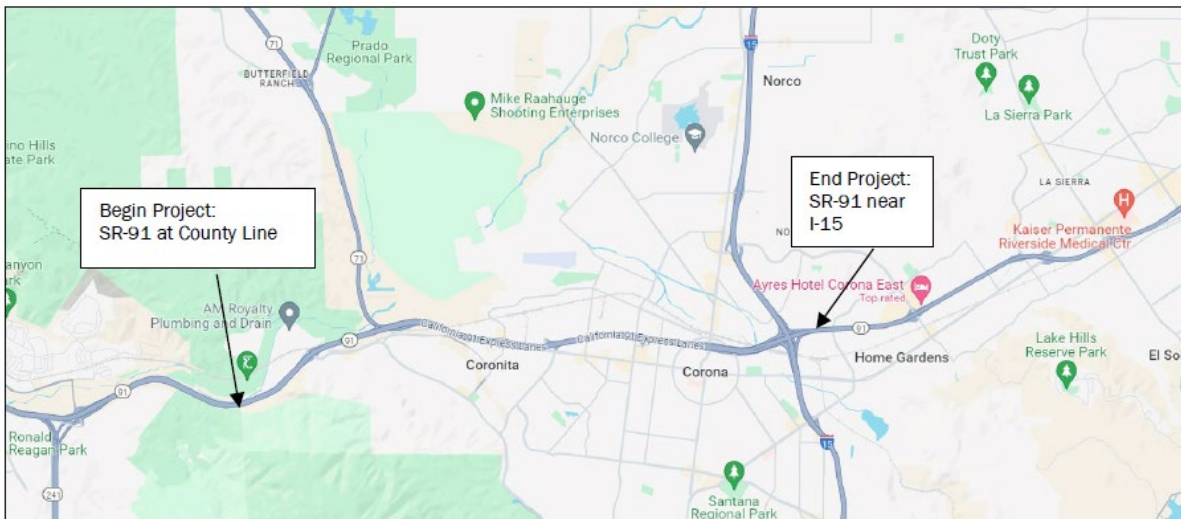


Figure 1 Vicinity Map

Consultant Procurement

Pursuant to Government Code 4525 et seq., the selection of architectural, engineering, and related services shall be based on demonstrated competence and professional qualifications necessary for the satisfactory performance of the required services. Therefore, staff used the qualification-based method of selection for procurement. The evaluation criteria included elements such as firm experience and stability, quality and experience of the project manager, quality and experience of key personnel, project understanding and approach, and the ability to meet the requirements set forth in the request for qualifications (RFQ).

RFQ No. 25-31-019-00 for the Project was released by staff on October 9, 2024. The RFQ was posted on the Commission’s Planet Bids website, which is accessible through the Commission’s

website. Through Planet Bids, 59 firms downloaded the RFQ; 8 of these firms are located in Riverside County. A pre-submittal meeting was held on October 22, 2024, and was attended by 5 firms. Staff responded to all questions submitted by potential proposers prior to the November 6, 2024, clarification deadline date.

Two firms – Kimley-Horn (Riverside, CA) and EXP (Riverside, CA) submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on November 20, 2024. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission staff.


Based on the evaluation committee’s assessment of the written proposals and pursuant to the terms of the RFQ, the evaluation committee recommends contract award to Kimley Horn for the PSR-PDS for the Project as it earned the highest total evaluation score.

Subsequently, staff negotiated the scope and cost proposal received from Kimley-Horn for the Project services and established a fair and reasonable price, after extensive negotiations. As part of the procurement process for architectural and engineering services, the contract is subject to a pre-award audit by the Commission’s internal auditor. The proposed cost is \$1,505,851 and may change slightly as a result of the pre-award audit. Staff recommends award of Agreement No. 25-31-019-00 for PSR-PDS for the Project in the amount of \$1,505,851, plus a contingency amount of \$150,585, for a total amount not to exceed \$1,656,436. A 10 percent contingency is assumed for this Project. Staff also recommends authorization for the Chair or Executive Director to finalize and execute the agreement for the Project, and authorization of the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

Caltrans Cooperative Agreement

As the lead agency, the Commission is leading Project coordination efforts. Caltrans will provide review and oversight services for the Project. The cooperative agreement defines the roles and responsibilities for each party. Caltrans estimates a cost of \$300,000 for the oversight services to be provided. Currently, the draft cooperative agreement is under review by each agency, with legal concurrence pending. It is not anticipated that notable changes will be required as a result of the pending reviews. These agreements will not be executed until legal counsel approval has been received.

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25 FY 2025/26	Amount:	FY 2024/25: \$632,000 FY 2025/26: \$1,324,436
Source of Funds:	91 Toll Revenue			Budget Adjustment:	No
GL/Project Accounting No.:	009103 81101 00000 0000 591 31 81101				
Fiscal Procedures Approved:				Date:	01/13/2025

Attachments:

- 1) Agreement No. 25-31-019-00 with Kimley-Horn
- 2) Draft Caltrans Cooperative Agreement No. 25-31-051-00

Approved by the Toll Policy and Operations Committee on January 27, 2025

In Favor: 5 Abstain: 0 No: 0

Agreement No. 25-31-019-00

PROFESSIONAL SERVICES AGREEMENT
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT (PSR-PDS)
SERVICES
FOR THE
91 EXPRESS LANES MAJOR PAVEMENT REHABILITATION PROJECT

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

- A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").
- B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.
- C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.
- D. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing PSR-PDS services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

E. The Commission desires to engage Consultant to render such services for the 91 Express Lanes Major Pavement Rehabilitation Project ("Project"), as set forth in this Agreement.

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT services necessary for the Project ("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.

2. Commencement of Services. The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Term.

3.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on December 31, 2026 unless extended by contract amendment.

3.2 Consultant is advised that any recommendation for Agreement award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

3.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

4. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

5. Consultant's Representative. Consultant hereby designates Darren Adrian to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional 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. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

6. Substitution of Key Personnel. Consultant has represented to the 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 upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: Darren Adrian, Chadi Chazbek, Jason Valencia, Ian Allegoren, Angela Schnapp, Jim Roldan, Alan Huynh, Tim Miller, Sohila Bemanian, Sam McWhoter, Michael Givens, Amit Shah, Frank Hoffmann, Jon Collins, Jason Melchor, Kevin Aguigui, Sowmya Chandrasekhar, Olivia Chan, and Michael Madsen.

7. Standard of Care; Licenses; Evaluation.

7.1 Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that 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 the 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. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely

completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

7.2 Consultant's performance will be evaluated by Commission. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

8. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the 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 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 and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. 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 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 Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

9.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

9.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the

Commission, on a bi weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

9.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

10. Delay in Performance.

10.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

10.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 10.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

10.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

11. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

12. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

13. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator to inspect or review Consultant's work in progress at any reasonable time.

14. Claims Filed by Contractor.

14.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

14.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

14.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

14.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 26. In the case of any conflict between this Section and Section 26, Section 26 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 26 of this Agreement.

15. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term

herein, the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement.

16. 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. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. 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 the 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.

17. Fees and Payment.

17.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Except as expressly set forth in subparagraph (a) below, Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference ("Cost Proposal") unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Section 17.10 shall not be exceeded, unless authorized by a written amendment. Extra Work may be authorized, as

described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(a) Annual Escalation. Price escalation in the not to exceed amount of five percent (5%) may be applied to the hourly rates set forth in Exhibit "C" twelve (12) months after the effective date of this Agreement and annually thereafter. Consultant shall notify Commission prior to submitting an invoice that includes rates escalated in accordance with this provision.

17.2 The indirect cost rate established for this Agreement is extended through the duration of this Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

17.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of Eighty-Nine Thousand Six Hundred Thirty-Six Dollars (\$89,636). The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

17.4 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

17.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

17.6 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall be included in the monthly progress payments. Consultant shall not be entitled to and shall forfeit any portion of the fixed fee not earned as provided herein.

17.7 If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 19 Termination.

17.8 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

17.9 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of undisputed, itemized invoices in triplicate. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

17.10 The total amount payable by Commission including the fixed fee shall not exceed One Million Five Hundred Five thousand, Eight Hundred Fifty-One Dollars (\$1,505,851).

17.11 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

17.12 Consultant shall not be reimbursed for any expenses not included in the approved Cost Proposal unless authorized in writing by the Commission's Contract Administrator.

17.13 All subcontracts in excess of \$25,000 shall contain the above provisions.

17.14 Extra Work. At any time during the term of this Agreement, Commission may request Consultant to perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Commission to be necessary for 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 Representative. In the event an Extra Work Order is not issued and signed by Commission's Representative, Consultant shall not provide such Extra Work.

18. Disputes.

18.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

18.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

18.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

19. Termination; Suspension.

19.1 Commission reserves the right to terminate this Agreement for any or no reason upon written notice to Consultant setting forth the effective date of termination, with the reasons for termination stated in the notice.

19.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the work in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in this Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

19.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

19.4 Discontinuance of Services. Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

19.5 Effect of Termination for Cause. In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established herein. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

19.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

19.7 Waivers. Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

19.8 Consultant may not terminate this Agreement except for cause.

19.9 Suspension. In addition to the termination rights above, Commission may temporarily suspend this Agreement, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with a notice of termination.

20. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for three years from the date of final payment under this Agreement. The state, State Auditor and the Commission shall have access to any books, records, and documents of Consultant that are pertinent to this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

21. Audit Review Procedures.

21.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

21.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review shall be submitted in writing.

21.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

22. Subcontracting.

22.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

22.2 Consultant shall perform the Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

22.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

22.4 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

22.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

22.6 Exhibit "C" may also set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

23. Equipment Purchase

23.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

23.2 For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

23.3 Any equipment purchased as a result of this Agreement is subject to the following:

Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission 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 Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission.

23.4 All subcontracts in excess \$25,000 shall contain the above provisions.

24. Labor Code Requirements.

24.1 Prevailing Wages.

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State, and local laws and ordinances applicable to the Services.

(b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(d) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. 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.

24.2 DIR Registration. 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.

24.3 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.

24.4 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

25. Ownership of Materials/Confidentiality.

25.1 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.

25.2 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.

25.3 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.

25.4 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.

26. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants designated in writing by Commission ("designated consultants"), volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, designated 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 consequential damages, expert witness fees, and reasonable 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 Commission, its directors, officials, officers, employees, designated consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, designated consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, designated consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, designated consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

27. Insurance.

27.1 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.

27.2 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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) 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.

27.3 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. For Consultant, such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be written on a policy form coverage specifically designed to protect against negligent 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. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the

Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

27.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission and its directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

27.5 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 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 and 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 and 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 and 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) With the exception of professional liability coverage, 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 and 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:

27.6 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.

27.7 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.

27.8 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.

27.9 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.

27.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

28. 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.

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact

nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 26 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

29. Prohibited Interests.

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

29.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

(c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

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

29.4 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.

29.5 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

29.6 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.

30. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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.

31. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

32. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

33. Disputes; Attorneys' Fees.

33.1 Prior to either party commencing any legal action under this Agreement, the Parties agree to try in good faith, to resolve any dispute amicably between them. If a dispute has not been resolved after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either Party may seek any other available remedy to resolve the dispute.

33.2. 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 attorneys' fees and, all other costs of such actions.

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

35. 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.

36. 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:

KIMLEY-HORN AND ASSOCIATES
3801 University Avenue, Suite 300
Riverside, CA 92501
Attn: Darren J. Adrian

COMMISSION:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

37. 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.

38. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

39. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.
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.
41. 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, shall survive any such expiration or termination.
42. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
43. 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.
44. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
45. 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.
46. 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.
47. 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.
48. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

49. 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.

50. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

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**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT**

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

<p>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</p> <p>By: _____ Aaron Hake Executive Director</p> <p><i>Approved as to Form:</i></p> <p>By: _____ Best, Best & Krieger LLP General Counsel</p>	<p>CONSULTANT</p> <p>By: _____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>ATTEST:</p> <p>By: _____</p> <p>Its: _____</p>
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* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

[attached behind this page]

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Scope of Work Assumptions (12-30-2024)

Task 0	Project Management
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Conduct a kick-off meeting and monthly Project Development Team (PDT) meetings. We have budgeted up to 14 PDT meetings.

Provide day-to-day communications and coordination with RCTC via email, phone, and video conferences. We have budgeted up to 14 video conferences with RCTC.

Conduct focus meetings and workshops with Caltrans. We have budgeted up to 14 focus meetings/workshops.

Prepare meeting agendas and minutes for the meetings listed above. Distribute meeting minutes within five working days after the meeting.

Prepare the Target Schedule and provide updates to reflect the Progress Schedule on a monthly basis (Microsoft Project).

Prepare Quality Control Plan and implement the plan with team members. Follow up on compliance as part of quality assurance. Submit the plan within 30 days of NTP.

Coordinate technical reviews of the project.

Provide monthly status reports with invoices.

Monitor budget and communicate status with RCTC.

Maintain project records using Caltrans Uniform Filing System.

Conduct day-to-day agency coordination to facilitate reviews and approvals.

Provide subconsultant coordination.

Provide supporting documentation related to scope of work defined herein.

Task 1	Provide Build Alternatives
---------------	-----------------------------------

Anticipate screening up to 5 build alternatives, and moving forward with up to 2 build alternatives for PSR-PDS evaluation. For each alternative, we will develop distinct pavement designs based on varying assumptions regarding traffic loading, soil information and variability. Traffic characterization will use available traffic projections, and geotechnical review will be based on provided subsurface data.

Utilize the AASHTO Pavement ME Design software to perform mechanistic-empirical pavement design analysis and provide design solutions that are calibrated to California-specific conditions. Design inputs include climate, traffic (types and frequencies of loads), material properties (Asphalt modulus, concrete strength, soil resilient modulus, etc.), and local calibration factors where applicable. Assume that we will have access to detailed traffic data, and also assume that utilizing standard material properties values is acceptable.

Assume Caltrans will perform safety analysis consistent with DIB 79-4. Team will coordinate as needed. Assume project will be 2R and not 3R project.

Assume no drainage evaluation is required. Hours are to write up that there is no drainage impacts for the project. Also as-built research and delineating the existing drainage system/patterns for use in the SWDR

Assume long form SWDR required due to disturbed area for construction staging independent of build alternative chosen - full depth replacements would require treatment - research time is for existing BMPs and to determine types of BMPs applicable to treatment requirements - Most work can be done in PAED for preferred alternative. Partial depth alts eliminate the treatment requirement.

Assume no utility impacts -no R/W Impacts. Assume all work done within state R/W.

Coordination with the geotechnical team for alignment of subsurface data, such as soil profiles and modulus values, with pavement design requirements. The geotechnical information will be thoroughly reviewed and grouped to provide different pavement designs. In addition, we assume that traffic control plans are not required. If needed, we can provide such plans for an additional cost. Field work and samples are not included.

Preliminary Materials Report (PMR) will be prepared. Team will perform a detail review of the existing roadway as-builts, existing subsurface borings and laboratory results, and current Caltrans Pavement Condition Reports for the project alignment. A PMR will be prepared to summarize the existing data, discuss existing pavement condition for the project alignment compared to the proposed pavement rehabilitation strategies, provided pavement strategies based on the current Caltrans HDM, identify investigation needs to cover any gaps of the existing information and provide recommendations about current design criteria and associated impacts. Field work and samples are not included.

CAD drawings will depict design layouts, geotechnical information, while GIS mapping will provide spatial analysis for pavement conditions and design alternatives. Assumptions include availability of accurate base mapping and topographical data.

LCCA (Life-Cycle Cost Analysis) RealCost software will be used to compare the long-term costs of the alternatives, including initial construction, maintenance, and rehabilitation. Cost assumptions will align with current unit rates and projected inflation trends over the analysis period. Assumptions include having access to recent bids from projects of the same nature.

Sustainability considerations, such as use of recycled materials and reduction of carbon footprint, will be integrated into the design where feasible. Assumptions will align with regional sustainability goals and industry best practices.

Assume no DSDD for exist and unchanged features. No HSM work needed.

Assume available aerial photos for the PSR-PDS (most recent available from August 2024), and limits of aerial mapping will be determined from that process (for PA/ED). No aerial mapping or surveys will be done during PSR-PDS.

Stage construction/MOT development to include preliminary traffic assessment (Moskowitz spreadsheet analysis) of associated mainline delay and queue impacts to assess compliance with DD-60-R2.

TMP data sheet to be prepared.

Task 2	Environmental Compliance
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Assume no community meetings for outreach during PSR-PDS phase.

Paleontological - The records search fee at the WSC will not exceed \$750.

Paleontological field survey will occur over one (1) day by one (1) paleontologist, including mobilization and demobilization.

Paleontological survey will be required over less than 50 acres of the Project site.

The Project site will be readily accessible during paleontological survey.

No paleontological resources will be discovered during the survey.

No paleontological resources will be collected during the survey.

Haz Mat: Field work will be done via vehicle trip through the corridor.

Haz Mat: Done per ASTM 1527-21

TEPA will be limited to the reporting of existing conditions since build alternatives will not generate more traffic or effect operations. Construction impacts to traffic studied as part of MOT/TMP and can be summarized in TEPA.

Vehicle-Miles Traveled Decision Document (VMTDD) to be prepared. Assumed that project will be exempt from VMT analysis.

Assume two rounds of comments for reports. If needed, comment/resolution workshop will be held to resolve final round of comments.

Task 3 Funding, Programming, and Estimate

KH will support RCTC in the developing an understanding of available funding from toll revenue and how funds can be allocated over time to phase the project based on pavement rehab prioritization, construction phasing, and available funding. KH will deliver an expenditure plan that encompasses monthly allocation of funding (spreadsheet-based).

Task 4 Delivery Schedule

KH will develop a project delivery schedule for up to two (2) alternatives.
Project delivery schedule will identify major milestones and dates through construction.
It is assumed that the project delivery schedule will be updated at the Draft Final and Final PSR-PDS submittals.

Task 5 Identify Risks

KH will prepare and maintain a risk register for up to two (2) design alternatives.
It is assumed that the risk register will be updated at the Draft Final and Final PSR-PDS submittals.

Task 6 PSR-PDS

The PSR-PDS will follow the Caltrans PDPM and the 7-30-2021 Appendix S PSR-PDS Template (confirmed to be the latest as of 12/30/24) and the scope summary list included in the RCTC cooperative agreement with Caltrans D8.
It is assumed that RCTC and OCTA will review each PSR-PDS submittal and comments will be addressed prior to submitting to Caltrans.
KH will prepare and submit a Draft PSR-PDS, a Draft Final PSR-PDS, and a Final PSR-PDS.
Any follow-up comments from Caltrans on the Final PSR-PDS will be addressed in one workshop intended to finalize the document for approvals. Additional comments are not anticipated after this point.
It is assumed that one set of consolidated comments will be received per submittal.
Excluded attachments from the PSR-PDS:
- RW Conceptual Cost Estimate
- Complete Street Decision Document

Task 7 Optional PSR-PDS Tasks

If Complete Street Decision Document (CSDD) is required by Caltrans:
Initial meeting with Caltrans to discuss Complete Street Elements
Seek exemption from Complete Street Requirements
Prepare and Submit Draft CSDD
Address Caltrans Comments
Meeting with Caltrans Management (as requires below signatures)
Alexa Pok, District Complete Streets Coordinator
Ray Desselle, Deputy District Director, Planning
Jesus Galvan, Deputy District Director, Design
Catalino A. Pining III, District Director
Prepare and Submit Final CSDD

If Caltrans System Investment Strategy (CSIS) document is required by Caltrans, KH will prepare one (1) report documenting the project’s compliance with the State’s CAPTI principles.

EXHIBIT "B"

SCHEDULE OF SERVICES

[attached behind this page]

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Project Study Report – Project Development Support (PRS-PDS) For the 91 Express Lanes Major Pavement Rehabilitation Project - Draft Target Schedule

ID	Task Name	Duration	Start	Finish	Half 1, 2025					Half 2, 2025					Half 1, 2026					Half 2, 2026				
					J	F	M	A	M	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
1	Project Initiation Document Phase	300 days	Mon 2/24/25	Tue 4/28/26																				
2	Notice to Proceed	0 days	Mon 2/24/25	Mon 2/24/25																				
3	Develop Project Management Plan	15 days	Mon 2/24/25	Fri 3/14/25																				
4	Transportation Problem Definition and Site Assessment	50 days	Mon 2/24/25	Fri 5/2/25																				
5	Review Existing Reports, Studies, Mapping	40 days	Mon 2/24/25	Fri 4/18/25																				
6	Geotechnical Assessment	15 days	Mon 3/17/25	Fri 4/4/25																				
7	Hazardous Materials Assessment	15 days	Mon 3/17/25	Fri 4/4/25																				
8	Utility Search	10 days	Mon 3/17/25	Fri 3/28/25																				
9	Environmental Constraint Identification	15 days	Mon 3/17/25	Fri 4/4/25																				
10	Review Traffic Existing/Future Condition	30 days	Mon 3/17/25	Fri 4/25/25																				
11	Problem/Deficiency Definition and Purpose and Need	50 days	Mon 2/24/25	Fri 5/2/25																				
12	Initial Alternatives Development	80 days	Mon 4/7/25	Tue 7/29/25																				
13	Develop Alternative Concepts	60 days	Mon 4/7/25	Mon 6/30/25																				
14	Life Cycle Cost Analysis (LCCA)	60 days	Mon 4/7/25	Mon 6/30/25																				
15	Safety Screening	60 days	Mon 4/7/25	Mon 6/30/25																				
16	Maintenance of Traffic Assessment	60 days	Mon 4/7/25	Mon 6/30/25																				
17	Local Agency Input	20 days	Tue 7/1/25	Tue 7/29/25																				
18	Alternative Analysis	110 days	Wed 7/30/25	Tue 1/6/26																				
19	Refine Alternative Concepts	40 days	Wed 7/30/25	Wed 9/24/25																				
20	Design Standard Risk Assessment	40 days	Wed 7/30/25	Wed 9/24/25																				
21	Utility Relocation Requirement Assessment	30 days	Wed 7/30/25	Wed 9/10/25																				
22	TPSIS	30 days	Wed 7/30/25	Wed 9/10/25																				
23	Drainage Review and SWDR	30 days	Wed 7/30/25	Wed 9/10/25																				
24	ROW Requirements	30 days	Wed 7/30/25	Wed 9/10/25																				
25	Estimate of Probable Construction Cost	20 days	Thu 9/11/25	Wed 10/8/25																				
26	TMP Data Sheet	30 days	Wed 7/30/25	Wed 9/10/25																				
27	VMT Decision Document	30 days	Wed 7/30/25	Wed 9/10/25																				
28	Caltrans Review / Consensus of Alternative Analysis	80 days	Thu 9/11/25	Tue 1/6/26																				
29	PEAR	140 days	Tue 7/1/25	Tue 1/20/26																				
30	Draft PEAR	70 days	Tue 7/1/25	Wed 10/8/25																				
31	Final PEAR	70 days	Thu 10/9/25	Tue 1/20/26																				
32	PSR-PDS	175 days	Wed 8/20/25	Tue 4/28/26																				
33	Draft PSR-PDS	70 days	Wed 8/20/25	Wed 11/26/25																				
34	Draft Final PSR-PDS	45 days	Fri 11/28/25	Tue 2/3/26																				
35	Final PSR-PDS	40 days	Wed 2/4/26	Tue 3/31/26																				
36	Caltrans Concurrence	20 days	Wed 4/1/26	Tue 4/28/26																				
37	PID Phase Complete	0 days	Tue 4/28/26	Tue 4/28/26																				

EXHIBIT "C"
COMPENSATION PROVISIONS

[attached behind this page]

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EXHIBIT "C"
COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Kimley-Horn and Associates	PSR-PDS Services	\$ 994,432.47
<i>Sub Consultants:</i>		
Bargas Environmental Consulting	Cultural Resources	34,179.53
Costin Public Outreach Group	Public Outreach	37,989.93
Group Delta Consultants	Geotechnical	50,951.80
Parsons	Environmental; Roadway; Structures; etc.	388,297.19
TOTAL COSTS		\$ 1,505,850.92

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

DRAFT

DRAFT Agreement No. 08-1801

Project No.: 0825000067

EA: 08-1R480

08-RIV-91-0/8

COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE RECONSTRUCTION OF THE STATE ROUTE 91 TOLL LANES WITH RIGID PAVEMENT TO PROVIDE THE REQUIRED SERVICE LIFE PER THE TOLL FACILITY AGREEMENT (TFA), FROM ORANGE/RIVERSIDE COUNTY LINE TO EAST OF THE JUNCTION OF INTERSTATE 15

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

David Maher, Project Manager

464 West Fourth Street

San Bernardino, CA 92401

Office Phone: (909) 371-6670

Email: david.maher@dot.ca.gov

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Sri Srirajan, Senior Capital Projects Manager

4080 Lemon St. 3rd Floor

Riverside, CA 92501

Office Phone: (951) 206-3831

Email: ssrirajan@rctc.org

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RIGHT-CLICK AND UPDATE TOC FIELD

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverside County Transportation Commission, a public corporation/entity, referred to hereinafter as RCTC.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, *the reconstruction of the State Route 91 toll lanes with rigid pavement to provide the required service life per the Toll Facility Agreement (TFA), from Orange/Riverside County line to east of the junction of Interstate 15*, will be referred to hereinafter as PROJECT. RCTC desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PROJECT INITIATION DOCUMENT (PID)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

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.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

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.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. The following documents are attached to, and made an express part of this AGREEMENT:
 - Scope Summary
6. No PROJECT deliverables have been completed prior to this AGREEMENT.
7. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
8. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

9. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

10. RCTC is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

11. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- RCTC is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

12. RCTC will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

13. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

14. RCTC is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.
15. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.
16. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
17. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
19. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

20. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
21. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that RCTC's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.
22. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

23. RCTC will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

24. As the PID IMPLEMENTING AGENCY, RCTC is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

25. Should RCTC request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, RCTC agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.

~~26.~~ PARTIES agree to share work as shown in Attachment A – Scope Summary. CALTRANS will be responsible for completing the following PID activities:

<u>CALTRANS Work Breakdown Structure Identifier (If Applicable)</u>	<u>AGREEMENT Funded Cost</u>
<u>100.05.10.xx Quality Management</u>	<u>YES</u>
<u>150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping</u>	<u>YES</u>
<u>150.25.20 PID Circulation, Review, and Approval</u>	<u>YES</u>

~~27.~~ 26. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

~~28.~~ 27. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

~~29.~~ 28. CALTRANS will actively participate in the Project Development Team meetings.

~~30.~~ 29. The PID will be signed on behalf of RCTC by a Civil Engineer registered in the State of California.

~~31.~~ 30. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to RCTC within 60 calendar days from the date CALTRANS received the draft PID from RCTC. RCTC will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by RCTC, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from RCTC.

After RCTC revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from RCTC. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, RCTC will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after RCTC provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by RCTC under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

32.31. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

33.32. CALTRANS retains the right to reject noncompliant WORK. RCTC agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

34.33. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

35.34. RCTC will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

36.35. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. RCTC, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to RCTC at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

37.36. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

38.37. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

39.38. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

40.39. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

41.40. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.

42.41. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

43.42. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of RCTC in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

44.43. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

45.44. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

46.45. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

47.46. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

48.47. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

49.48. If the WORK 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.

50.49. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

~~51.~~50. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

~~52.~~51. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

~~53.~~52. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

~~54.~~53. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

~~55.~~54. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

~~56.~~55. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

~~57.~~56. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RCTC under this AGREEMENT. It is understood and agreed that RCTC, to the extent permitted by law, will 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 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 RCTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

~~58.~~57. Neither RCTC nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its

contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless RCTC and all of its 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 CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

~~59.58.~~ PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

~~60.59.~~ PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

~~61.60.~~ Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

~~62.61.~~ A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

~~63.62.~~ If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

~~64.63.~~ PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of RCTC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops

fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

65.64. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

66.65. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

FUNDING SUMMARY

FUNDING TABLE				
<u>IMPLEMENTING AGENCY:</u>			<u>RCTC</u>	
Source	Party	Fund Type	PID	Totals
LOCAL	RCTC	Local	1,100,000	1,100,000
Totals			1,100,000	1,100,000

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SPENDING TABLE			
	PID		
Fund Type	CALTRANS	<u>RCTC</u>	Totals
Local	300,000	800,000	1,100,000
Totals	300,000	800,000	1,100,000

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Funding

~~67.66.~~ Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

~~68.67.~~ PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, RCTC; will pay invoices within five (5) calendar days of receipt of invoice.

~~69.68.~~ If RCTC has received EFT certification from CALTRANS then RCTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

~~70.69.~~ When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Initiation Document (PID)

~~71.70.~~ CALTRANS will invoice and RCTC will reimburse for actual costs incurred and paid.

DRAFT

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION**

Catalino A. Pining III
District 8 Director

Verification of Funds and Authority:

Corina Harriman
District Budget Manager

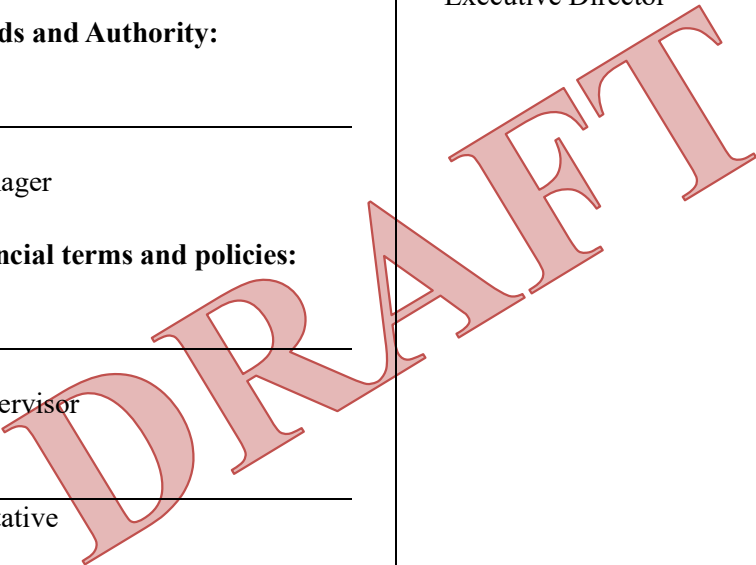
Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

HQ Legal Representative
HQ Legal Rep Title

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

Aaron Hake
Executive Director



AGENDA ITEM 6F

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	February 20, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Lorelle Moe-Luna, Multimodal Services Director Eric DeHate, Transit Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Allocation of Transportation Development Act, State of Good Repair, and Low Carbon Transit Operations Program Funds Policy

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Adopt the allocation of Transportation Development Act, State of Good Repair, and Low Carbon Transit Operations Program Funds Policy effective Fiscal Year (FY) 2025/26.

BACKGROUND INFORMATION:

The Commission approves about \$304 million annually to operate and maintain the public transit system in Riverside County. This includes funding the annual budgets for the seven bus operators (Palo Verde Valley Transit Agency, SunLine Transit Agency, Riverside Transit Agency, and the cities of Banning, Beaumont, Corona, and Riverside); the one regional commuter rail operator, the Southern California Regional Rail Authority also known as Metrolink; and the Commission-owned stations and vanpool program. Annual funding is generally comprised of approximately 52 percent from state funds, 34 percent from federal funds, and 14 percent from local funds, and will vary for capital improvement projects which generally have a higher federal share.

The Commission has various transit funding policies and procedures for the allocation of formula state, federal, and local revenue sources that it oversees. State formula funds are of importance because they represent the majority of operating revenues. The Commission has a long-standing policy for allocating the two primary Transportation Development Act (TDA) funds, Local Transportation Funds (LTF) and State Transit Assistance (STA) funds. An allocation formula was first established in 1995 for LTF and STA and was designed to distribute TDA funds between public bus services and commuter rail services in each subregion (Western County, Coachella Valley, and Palo Verde Valley). The formula takes into account population-based apportionment and ensures that funds are allocated based on local transit needs and conditions.

Over the years, the Commission has periodically reviewed the LTF and STA funding allocation formula, with the last update in 2003 for both fund sources in Western County and in 2013 for STA in Coachella Valley. Since then, several major events have occurred, which have impacted transit service demand and funding, including economic downturns, the introduction of new services like the Perris Valley Line (PVL), the implementation of new state funding programs such as Senate Bill 1 State of Good Repair (SGR) and the Low Carbon Transit Operations Program (LCTOP), and the COVID-19 pandemic.

In the Palo Verde Valley, the current policy states that 100 percent of subregional LTF and STA is for the only public transit operator, the Palo Verde Valley Transit Agency. The current policy for the Coachella Valley, identifies 100 percent of LTF and 90 percent of STA is to be allocated to the public transit operator, SunLine Transit Agency, with the remaining 10 percent of STA to be used for the development of the Coachella Valley Rail Project. No changes at this time are recommended to the Palo Verde Valley and Coachella Valley allocation formulas.

The current funding split for LTF and STA in Western County is 78 percent for public bus service and 22 percent for commuter rail service and has been in place for over 20 years. Prior to that, the bus/rail split was 80 percent bus/20 percent rail. The policy was intended to be reviewed periodically, with the last major review taking place in 2008 with the adoption of the Transit Vision. At that time, the Commission approved keeping the funding formula unchanged but noted that the Western County bus/rail split needed to be reassessed by 2019 in anticipation of PVL service. See Attachments 2 – 5 for prior Commission policy approvals. The need for this formula adjustment has been underscored with recommendations from the last three TDA Triennial Audits from FYs 2012/13-2014/15, 2015/16-2017/18, and 2018/19-2020/21. As a result, the funding formula split is due for an adjustment to reflect current bus and passenger rail conditions.

DISCUSSION:

The TDA funding allocation formula for Western County plays a crucial role in providing financial support for the future growth of public bus and commuter rail services, ensuring that both operations and capital expenditures are adequately funded. Staff has analyzed the current and future growth of services and determined that a modification to the Western County LTF and STA allocation policy is needed to fund the expansion of PVL service as was originally intended including station operations and maintenance. The 91/PVL service commenced in 2016 and for the first five years of operations was funded primarily from \$20 million of federal Congestion Mitigation and Air Quality (CMAQ) funds while Measure A began covering station operations and maintenance. PVL was a significant investment to the Metrolink system in Riverside County by expanding track miles 70 percent from 34 miles to 58 miles and adding four new stations for a total of nine. PVL service increased the Commission’s annual Metrolink subsidy by about \$4 to \$5 million annually and station expenditures increased by about \$3 million, for a total of \$7 to \$8 million annually.

When CMAQ funds were fully expended in 2022, the need to adjust the funding formula was not urgent as transit operators were still dealing with the implications from the COVID-19 pandemic. Additionally, Riverside County received a substantial amount of federal relief funding – approximately \$193.5 million that was distributed to the transit operators and alleviated the pressure of LTF resources, helping transit operators maintain operations. Due to these one-time federal funds and increased sales tax revenues for LTF, fund balances have increased, providing an opportunity to reassess how funds are distributed.

Staff recommends that the Commission adopt the allocation of Transportation Development Act, State of Good Repair, and Low Carbon Transit Operations Program Funds Policy (Attachment 1), which revises the Western County funding formula to 72 percent for bus and 28 percent for rail effective July 1, 2025. The policy also reinforces the Commission’s 2005 action to recognize that while both LTF and STA funds can be utilized for operating and capital needs, that LTF will continue to be prioritized for operating and STA will continue to be prioritized for capital projects, with the expectation that other federal and state sources will be leveraged and maximized. This is to ensure that operations are sustained with the most stable funding source (LTF). In addition, the policy also includes the two newest state formula sources, SGR and LCTOP, which are allocated based on local needs.

Staff has engaged with the transit operators in Western County, especially the Riverside Transit Agency over the last year, considering evolving transit conditions, particularly the impacts of the pandemic and shifts in the economic and regulatory landscape. Staff has considered several factors with this proposed formula adjustment, including:

- Current and projected levels of services
- Zero-emission transition
- Projected sales tax revenues
- Existing fund balances
- Other state and federal formula funding sources

Additionally, the Measure A Expenditure Plan approved by Riverside County voters in 2002 and effective in 2009 sets a goal to eventually double Metrolink service and expand the commuter rail system to Moreno Valley and Perris to relieve congestion on Interstate 215. This directive of the voters has guided the delivery of several rail improvements and service expansions since the 2009 Measure A took effect. Notably, the 24-mile extension of the PVL was a major milestone to reaching this target. The Commission, as a member agency of Metrolink, remains focused on supporting and transforming the rail system through Metrolink’s Southern California Optimized Rail Expansion (better known as “SCORE”) Program which will increase frequencies and timed connections. The next major milestone is to complete the double tracking of the PVL corridor which will allow for bi-directional trains; and several projects are underway to achieve this including the Moreno Valley/March Field Station Upgrade Project, Moreno Valley to Downtown Perris Double Track Project, South Perris Station Expansion and 4th Layover Track Project, and the new Mead Valley Metrolink Station. Modification to the LTF and STA funding formulas, as originally intended, will recognize the system expansion that has already occurred and that is presently underway. This proposed formula adjustment follows the Commission’s principle to

utilize state and federal formula funds prior to local funds like Measure A, giving the Commission maximum flexibility to utilize Measure A for service expansion and match for federal funds for capital projects, consistent with the 2009 Expenditure Plan.

Table 1 provides a comparison of the current and proposed LTF Western County funding adjustment which is the primary source for operating expenditures. The proposed policy would shift about \$7 million per year from bus to rail in Western County.

Table 1. Projected LTF Apportionments Comparison, FY 2025/26 through FY 2029/30

No Change in Policy – 78% Bus/22% Rail			
Fiscal Year	Projected Western County Apportionment	Bus: 78%	Rail: 22%
2025/26	\$ 111,834,000	\$ 87,231,000	\$ 24,603,000
2026/27	114,071,000	88,975,000	25,096,000
2027/28	116,352,000	90,755,000	25,597,000
2028/29	118,680,000	92,570,000	26,110,000
2029/30	121,053,000	94,421,000	26,632,000
Total	\$ 581,990,000	\$ 453,952,000	\$ 128,038,000

Revised Policy - 72% Bus/28% Rail			
Fiscal Year	Projected Western County Apportionment	Bus: 72%	Rail: 28%
2025/26	\$ 111,834,000	\$ 80,520,000	\$ 31,314,000
2026/27	114,071,000	82,131,000	31,940,000
2027/28	116,352,000	83,773,000	32,579,000
2028/29	118,680,000	85,450,000	33,230,000
2029/30	121,053,000	87,158,000	33,895,000
Total	\$ 581,990,000	\$ 419,032,000	\$ 162,958,000

With this policy change and projections through FY 2029/30, sufficient LTF will still be available for bus and rail operations based on fund balance, an annual 2 percent growth rate of LTF revenues, 4 percent annual increase in bus operations, and 5 percent annual increase in rail operations. Based on these trends, a 10-year outlook was also analyzed indicating that the operational needs of bus operators in Western County can be met with ample fund balance remaining.

STA revenues are prioritized for capital projects and are more volatile because they come from diesel fuel sales taxes. The State Controller’s Office provides annual STA estimates in January and August of each year. Unlike operating budgets, capital budgets fluctuate more year-by-year due to rehabilitation and replacement schedules and other capital improvement needs. STA is traditionally used to match federal formula and discretionary grants. The bus operators have

expressed that their priority capital needs are centered on zero-emission transition. The Commission has supported zero-emission transition by allocating the one-time formula Senate Bill 125 Transit and Intercity Rail Capital Program and Zero Emission Transit Capital Program it received for FYs 2023/24 through 2027/28 to fund the transit operators' capital infrastructure and fleet needs through 2030. As such, the policy change will not have a significant impact to STA.

Moving forward, staff recommends that the Commission review this policy at least every five years to ensure the policy is continuing to meet the needs of Riverside County's public transportation systems. Policies such as these should remain relatively stable so transit operators can plan for the future. If any significant economic or regulatory conditions occur, staff will return to the Commission for direction.


FISCAL IMPACT:

There is no fiscal impact for this policy revision for the current FY 2024/25 budget. Impacts to expenditures and revenues will be reflected by program accordingly beginning with the FY 2025/26 annual budget and Short-Range Transit Plan allocations.

Attachments:

- 1) Allocation of Transportation Development Act, State of Good Repair, and Low Carbon Transit Operations Program Funds Policy
- 2) Commission Staff Report, Allocation for Western County Bus and Rail Service, December 13, 1995
- 3) Commission Staff Report, TDA Funding Formula for Western Riverside County Bus and Commuter Rail Service, December 10, 2003
- 4) Commission Staff Report, TDA Vision Adoption and Related Funding Formulas for TDA and Measure A Funds for 2009-2019, June 11, 2008
- 5) Commission Staff Report, Rail Service Through the Pass Area to the Coachella Valley, October 9, 2013

<i>Approved by the Budget and Implementation Committee on January 27, 2025</i>				
In Favor:	11	Abstain:	0	No: 0

	Policy Title: Allocation of Transportation Development Act, State of Good Repair, and Low Carbon Transit Operations Program Funds	
	Policy No: TBD	Page: 1 of 3
	Effective Date: December 13, 1995	Revised Date: February 21, 2025
	Approved By Commission Action	
	Administered By: Multimodal Services Department	

The Transportation Development Act (TDA) provides two funding sources: 1) Local Transportation Fund (LTF) and 2) State Transit Assistance fund (STA).

LTF is derived from a quarter-cent of the general sales tax collected in each county. The Commission is the designated transportation planning agency responsible for allocating these funds (PUC § 99233) and will follow the LTF prioritization specified in PUC § 99233.1 to § 99233.9 before Article 4 and Article 8 claims. Article 4 claims, which encompasses public transportation expenditures, are required to be prioritized before Article 8 claims. Since 2008, the Commission has not allocated funds to eligible projects under Article 8; however, has the discretion to do so after Article 4 claims are met.

STA is derived from the statewide sales tax on diesel fuel. Statute requires that 50% of STA funds be allocated to the transportation planning agencies such as RCTC according to population (PUC § 99313) and 50% be allocated to transit operators according to operator revenues from the prior fiscal year (PUC § 99314).


Pursuant to PUC § 99261, the Commission may adopt supplemental rules and regulations to those under TDA. The Commission exercises this authority to allocate funds for the following programs, effective fiscal year 2025/26:

1. Local Transportation Funds - Article 4 Public Transit

- a. The available annual apportionment for Article 4 LTF will be geographically distributed into three subregions (Western County, Coachella Valley, and Palo Verde Valley) based on population data provided by the California Department of Finance.
 - i. In the Palo Verde Valley, 100% is to be apportioned for the public bus operator.
 - ii. In the Coachella Valley, 100% is to be apportioned for the public bus operator.
 - iii. In Western County, 72% is to be apportioned for the public bus operators and 28% for commuter rail.

2. State Transit Assistance Funds

- a. For PUC § 99313 funds where the Commission is identified as the recipient, funds will be geographically distributed into three subregions (Western County, Coachella Valley, and Palo Verde Valley) based on population data provided by the California Department of Finance.

	Policy Title: Allocation of Transportation Development Act, State of Good Repair, and Low Carbon Transit Operations Program Funds	
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- i. In the Palo Verde Valley, 100% is to be apportioned for the public bus operator.
 - ii. In the Coachella Valley, 90% is to be apportioned for the public bus operator and 10% is to be apportioned for the Coachella Valley Passenger Rail Project pursuant to Resolution No. 13-001 and Memorandum of Understanding No. 14-25-034 with the Coachella Valley Association of Governments.
 - iii. In Western County, 72% is to be apportioned for the public bus operators and 28% to rail.
 - iv. The STA fund balance will be prioritized for capital projects; however, the Commission will have discretion to approve and allocate funds to other STA-eligible projects as necessary.
- b. PUC § 99314 funds are apportioned to transit operators based on total qualifying revenue of all STA-eligible operators in the state as published by the State Controller’s Office (SCO).


Prioritization of Funds

LTF and STA funds are the primary sources for transit operations and capital expenditures. Although both fund programs are eligible for operating and capital, the Commission shall prioritize the use of LTF for operating expenditures and STA for capital projects as LTF has historically shown to be more stable during economic downturns. LTF and STA are expected to be utilized to leverage discretionary funds from state and federal programs.

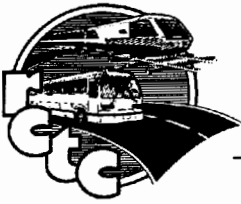
State of Good Repair and Low Carbon Transit Operations Program Funds

Other state funds such as Senate Bill 1 State of Good Repair (SGR) and the Low Carbon Transit Operations Program (LCTOP) are distributed to recipients under the STA program formula, PUC § 99313 and § 99314. The Commission will allocate these funds to eligible recipients as follows:

1. For PUC § 99313 funds where the Commission is identified as the recipient, funds will be allocated based on local needs as requested by the transit operators.
2. PUC § 99314 funds are allocated directly to transit operators based on formula amounts published by the SCO. Should a transit operator opt out of their share of PUC § 99314 funds, the Commission will coordinate the reallocation of funds to another transit operator in the county in accordance with program guidelines.

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SGR and LCTOP funds have specific guidelines requiring that the full apportionments be programmed annually, which the Commission will follow.



RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE: December 13, 1995

TO: Riverside County Transportation Commission

FROM: Cathy Bechtel, Senior Staff Analyst

THROUGH: Jack Reagan, Executive Director
Susan Hafner, General Manager, Riverside Transit Agency
Richard Cromwell III, General Manager, SunLine Transit Agency

SUBJECT: Short Range Transit Plan Process--Determination of Fund Allocation for Western County Bus and Rail Service

This is a continuation of Item 6A. Short-Range Transit Plan Process-Determination of Allocation for Bus and Rail Service from the November 8, 1995 RCTC meeting. During that meeting Commissioners observed that the "Transit Operating Funding-Basis for Agreement" appeared to contain some ambiguous language. Jack Reagan, Susan Hafner, Steve DeBaun (RCTC Counsel), and I met to work out mutually agreeable language. It is reformatted into three categories - 1) Revenue Allocation, 2) Managing the Transition, and 3) On-going Efficiency and Effectiveness Rewards.

In light of the fact that the Revenue Allocation might affect the Sunline Transit Agency as a stakeholder, a subsequent meeting was held with Richard Cromwell III, which was held after the Budget & Finance Committee meeting, so Staff Recommendation #2 is different than was considered by Budget & Finance.

The Short Range Transit Plan Committee met on December 7 and there was unanimous support for the staff recommendations included in this report.

1) REVENUE ALLOCATION

A. Staff recommends that for planning purposes it should be assumed that 80% of the Western County local transportation funds will be allocated for bus transit and 20% for rail service. This planning formula would be used for a six year period and could be subject to change by the Commission as needed.

Currently, the Commission bases LTF allocations for bus and rail on approved service levels identified in the Short Range Transit Plan. In previous years we were in the fortunate position to have sufficient funds to meet needed service levels in the Western County. Now, with the operation of planned commuter rail service and increased bus costs to meet the mandates of the Americans with Disabilities Act and the bus needs of developing areas in the Western County, available revenues are not sufficient to meet all demands. The Commission is faced with deciding how much funding to direct to bus service versus rail service. To allow a good basis for planning, staff is recommending that the Commission allocate the available Western

County local transportation funds on a formula basis which would provide 80% of the funds for bus service and 20% of the funds for rail service. The 20% formula would be sufficient to fund up to Tier 2 rail service which includes all rail service currently in operation plus the planned additional service from Riverside via Fullerton to Los Angeles on the ATSF lines.

We recommend that this formula be used for a period of six years to allow the operators a reasonable planning horizon. The Commission, however, retains the right to change the formula allocation should circumstances occur which would warrant a modification. Staff recommends that any formula changes be scheduled to occur in the third program year of the seven year Short Range Transit Plan to allow for a sufficient transition period. This requires both transit modes to be fiscally responsible in their respective planning efforts. Since the Riverside County Metrolink service costs are tied to the other four member counties, any changes made in one county affects all others. It is imperative that a good estimate of available funds be in place to allow adequate planning.

An update to the Short Range Transit Plan would still occur on a yearly basis, with the Commission maintaining ultimate approval of transit service levels and subsequent allocation of local transportation funds as mandated in California statute. What would be different is that each year the Western County operators would know that 80% of local transportation funds are available for bus service and 20% are available for rail service, and plan accordingly. Should the collection of bus operators or the rail service not use their entire allowance in one year, the balance of funds would be carried over and targeted for the specific service type to be used in subsequent years.

For FY 1997 we estimate that \$18,505,039 in local transportation funds will be available. Should the Commission approve the formula allocation, \$14,804,031 would be available for bus service and \$3,701,008 for rail service. This compares with FY 1996 allocations of \$16,513,399 (78.8%) for bus and \$4,453,800 (21.2%) for rail (amounts are higher in FY 1996 due to a carryover of funds from FY 1995; rail allocation was higher in FY95 due to capital maintenance requirements).

B. Staff recommends that for planning purposes it should be assumed that the discretionary pot of State Transit Assistance Funds (PUC 99313) is split with 90% of the funds allocated based on a population formula and 10% allocated on an incentive award basis, with the provision that the population portion gets the first \$1.2 million or portion thereof. The population formula would be the same as the Local Transportation Fund formula--based on population for each of the three apportionment areas (with the 80/20 bus/rail split within the Western County). The remaining 10% would be set aside for allocation on an incentive award basis, with all County operators eligible for consideration for the award (an increased ridership based formula is suggested but needs to be refined). Should the PUC 99313 funds be less than \$1.2 million, then the entire amount of funds would be allocated on the LTF population basis.

The Commission receives State Transit Assistance Funds in two pots. Funds apportioned by the State Controller, pursuant to PUC 99314, must be allocated to specific operators. Please

note the Commission has no discretion over the allocation of such funds. However, State Transit Assistance funds apportioned under PUC 99313 can be allocated on a discretionary basis by the Commission. Historically, the Commission has elected to use these funds for capital since the revenues are variable and not guaranteed from year to year. The table below shows how the funds have been allocated over the last three years:

	RTA	SunLine	City of Banning	City of Corona	Total Allocated
FY94	\$164,000	\$750,000	\$336,000	--	\$1,250,000
FY95	\$506,139	\$920,000	--	--	\$1,426,139
FY96	\$490,000	\$995,000	\$50,000	\$8,000	\$1,543,000
TOTAL	\$1,160,139	\$2,665,000	\$386,000	\$8,000	\$4,219,139

Commission staff met with SunLine and RTA General Managers and recommend a two phased formula allocation of discretionary State Transit Assistance funds. The formula, as recommended is:

- o That for planning purposes it should be assumed that the discretionary pot of State Transit Assistance Funds (PUC 99313) is split with 90% of the funds allocated based on a population formula and 10% allocated on an incentive award basis, with the provision that the population portion gets the first \$1.2 million or portion thereof. The population formula would be the same as the Local Transportation Fund formula--based on population for each of the three apportionment areas (with the 80/20 bus/rail split within the Western County). The remaining 10% would be set aside for allocation on an incentive award basis, with all County operators eligible for consideration for the award. Should the PUC 99313 funds be less than \$1.2 million, then the entire amount of funds would be allocated on the LTF population basis.

For example:

PUC 99313 Apportionment	Incentive Award	Population Formula Allocation
\$2,000,000	\$200,000	\$1,800,000
\$1,500,000	\$150,000	\$1,350,000
\$1,300,000	\$100,000	\$1,200,000 (base level)
\$1,000,000	\$0	\$1,000,000

- C. Staff recommends that for planning purposes it should be assumed that 50% of available Western County Measure A Specialized Transit revenues will be directly allocated to Western county bus operators to support paratransit services.**

Currently, the Commission annually distributes a call for Specialized Transit projects. Both public transit agencies and private non-profit social service providers compete for the available funds to provide specialized services for seniors, persons with disabilities and the truly needy. Funds are used for both operating and capital costs. The table below shows how the funds have been allocated over the last three years:

	Public Operators	NonProfits/ Soc. Service	Total Allocated
FY94	\$50,670	\$369,312	\$419,982
FY95	\$621,330	\$668,641	\$1,289,971
FY96	\$509,800	\$723,208	\$1,233,008
TOTAL	\$1,181,800 (40%)	\$1,761,161 (60%)	\$2,942,961

2) MANAGING THE TRANSITION

- A. Staff recommends that transit operators use reasonable judgement to provide for any required transition in FY 96. Any funds which were allocated to specific operators for FY96 may be retained for the specific transit mode for FY 97 operations and capital needs to be identified by the SRTP amendment in March 1996.**
- B. Staff is recommending that the LTF, STA and Measure A planning formula allocation recommendations noted above be implemented starting in FY 1997 and the assumptions used for planning the balance of the FY96-2002 Short Range Transit Plan.**

The fund allocations for FY96 have already been completed. RTA has stated that they will be working on a Short Range Transit Plan amendment to scale back on the planned ten bus expansion. It is agreed that no major changes in service will occur in the interim. RTA will spend the next few months working with their Board committees to modify their budget, review performance levels and plan service for the balance of the year and will be prepared to bring a Plan amendment for consideration by the Commission in March.

It is expected that the RTA Plan amendment will identify a service level which would require less local transportation funds than the \$13,798,288 allocated for this year. Per TDA statute, the Commission cannot disburse more funds than are actually needed to operate the system. We would recommend, however, that any surplus funds be carried forward and targeted for use by the bus mode to support bus service levels in FY 1997.

3) ON-GOING EFFICIENCY AND EFFECTIVENESS REWARDS

Staff recommends that individual transit operators be rewarded for efficient and effective operations by being allowed to carryover any funds that may be saved in one year for operations in subsequent years consistent with an approved SRTP and State Law.

RCTC is required by law to continuously monitor the performance of transit operators in relation to defined performance measures such as farebox recovery ratios, operating cost per service hour, operating cost per passenger, etc. It is through the use of such performance evaluation that the efficacy of transit service proposals may be determined as the Short-Range Transit Plan revisions are processed.

RCTC may exercise discretion to reallocate Transportation Development Act (TDA) carryover funds as it deems appropriate. Presumably, it is possible that one operator might realize savings because of efficiency innovations which result in a carryover of TDA funds, but the Commission might reallocate the carryover to another operator which is experiencing financial difficulty. One of the major tenets of the "reinventing government" trend is to allow government entities to retain and reinvest any surplus they generated during the year. The expected level of performance should be based upon realistic indicators of productivity which should be related to the budget and Short-Range Transit Plan. Individual transit operators should be rewarded, rather than penalized, for greater than anticipated efficiencies by retaining the carryover funds to support future year operation and capital needs. The Commissioners and Transit Operators should be aware that the SRTP would still be updated on an annual basis with the Commission maintaining ultimate approval of the LTF allocations, including the carryovers, as mandated by California Statute.

BUDGET AND FINANCE COMMITTEE RECOMMENDATION:

That the Commission approve:

1. A formula allocation of Local Transportation Funds for the Western County which assumes, for planning purposes, that 80% of the available funds will be allocated for bus transit and 20% for rail service. This planning formula would be used for a six year period and could be subject to change by the Commission as needed.
2. A formula allocation of State Transit Assistance Funds which assumes, for planning purposes, that funds will be allocated the same way as Local Transportation Funds--based on population for each of the three apportionment areas (Western County, Coachella Valley, and Palo Verde Valley), then on the 80/20 bus/rail formula within the Western County apportionment area.
3. A formula allocation of Western County Measure A Specialized Transit revenues which assumes, for planning purposes, that 50% of available funds will be directly allocated to Western county bus operators to support paratransit services.
4. Bus transit operators using reasonable judgement to provide for any required transition in FY 96, retention of any funds which may already be allocated to specific operators to be for the bus transit mode for FY 97 operations and capital needs to be identified by

SRTP amendment in March 1996.

5. Implementation of the planning formula allocation recommendations for LTF, STA and Measure A starting in FY 1997 and the assumptions used for planning the balance of the FY96-2002 Short Range Transit Plan.
6. Individual transit operators being rewarded for efficient and effective operations by being allowed to retain any funds that may be saved in one year for operations in subsequent years.

STAFF RECOMMENDATION:

That the Commission approve:

1. A formula allocation of Local Transportation Funds for the Western County which assumes, for planning purposes, that 80% of the available funds will be allocated for bus transit and 20% for rail service. This planning formula would be used for a six year period and could be subject to change by the Commission as needed.
2. *For planning purposes it should be assumed that the discretionary pot of State Transit Assistance Funds (PUC 99313) is split with 90% of the funds allocated based on a population formula and 10% allocated on an incentive award basis, with the provision that the population portion gets the first \$1.2 million or portion thereof. The population formula would be the same as the Local Transportation Fund formula--based on population for each of the three apportionment areas (with the 80/20 bus/rail split within the Western County). The remaining 10% would be set aside for allocation on an incentive award basis, with all County operators eligible for consideration for the award. Should the PUC 99313 funds be less than \$1.2 million, then the entire amount of funds would be allocated on the LTF population basis.*
3. A formula allocation of Western County Measure A Specialized Transit revenues which assumes, for planning purposes, that 50% of available funds will be directly allocated to Western county bus operators to support paratransit services.
4. Transit operators using reasonable judgement to provide for any required transition in FY 96. Any funds which were allocated to specific operators for FY96 may be retained for the specific transit mode for FY 97 operations and capital needs to be identified by the SRTP amendment in March 1996.
5. Implementation of the planning formula allocation recommendations for LTF, STA and Measure A starting in FY 1997 and the assumptions used for planning the balance of the FY96-2002 Short Range Transit Plan.
6. Individual transit operators being rewarded for efficient and effective operations by being allowed to carryover any funds that may be saved in one year for operations in subsequent years consistent with an approved SRTP and State Law.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	December 10, 2003
TO:	Riverside County Transportation Commission
FROM:	Plans and Programs Committee Tanya Love, Program Manager
THROUGH:	Eric Haley, Executive Director
SUBJECT:	TDA Funding Formula for Western Riverside County Bus and Commuter Rail Service

PLANS AND PROGRAMS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve a change in the Western County funding formula and Commission policy for Local Transportation Funds and State Transit Assistance Funds for bus and commuter rail service to 78% for bus and 22% for commuter rail effective in FY 2004/05; and
- 2) Approve a timeline for the funding formula to be reviewed in FY 2007/08 with proposed changes to be implemented in FY 2009/10.

BACKGROUND INFORMATION:

In December, 1995, for Western County operators, the Commission adopted an 80% public bus and 20% commuter rail funding formula policy for Local Transportation Funds (LTF). Prior to the adoption of the policy, various meetings were held with Western County bus operators and commuter rail staff to determine the appropriate percentage split. In 1998, the 80%/20% formula was also approved to be applied to State Transit Assistance (STA) funding. Following are the highlights of the approved policy which established the funding formula:

- Policy covered FY 1996/97 through FY 2001/02;
- Timeline to review the formula would be every six years;
- 20% formula for commuter rail was projected to be sufficient to fund up to Tier 2 rail service which was defined as "all rail services currently in operation plus the planned additional service from Riverside via Fullerton to Los Angeles;" and
- Commuter rail and bus operators agreed that they would need to adjust their service levels to operate within the available allocation of funding.

Reauthorization of Measure “A” and Passage of TUMF:

Several meetings were held during FY 2001/02 to review the funding needs for Western County commuter rail and bus operators. In approximately January, 2002, a management decision was made to place the review of the 80%/20% policy on hold until after the successful reauthorization of Measure “A”. In November, 2002, Measure “A” was reauthorized and as a result, it is projected that funding in the amount of \$255,219,970 will be available for Western County bus and commuter rail service beginning in FY 2009/10. *(Note: \$85M and \$50M for the Specialized Transit and Commuter Assistance Programs have been subtracted from this amount).*

Language contained in the reauthorized Measure “A” ordinance states that:

“Metrolink has provided a viable alternative to the automobile for thousands of daily commuters to Orange and Los Angeles counties and reduces the demand on our freeways. The current service level needs to double in the future and expansion of the system to Moreno Valley and Perris is needed to relieve congestion on I-215...”

The planned service from Riverside to Perris is consistent with the current and future voter approved Measure “A” expenditure plan which identified commuter rail service on the San Jacinto Branch Line.

In addition to the reauthorization of Measure “A”, TUMF was also approved. It is estimated that approximately \$107M (3.8%) will be available for regional bus capital projects. TUMF funds will be available beginning with FY 2002/03 through FY 2024/25.

Planned Commuter Rail Program Growth:

The following information is provided to highlight the commuter rail program’s anticipated growth and associated station costs:

- 1) Service on the existing three lines - *(Riverside – IEOC - 91 Line)* – will increase from 35 to 65 weekday trains, an increase of 85%. Expanded service will be phased in beginning with FY 2003/04 and will be completed in FY 2008/09;
- 2) RCTC owns and operates five Metrolink stations in Riverside County with a current annual budget of \$1.2M. It is anticipated that station costs will increase an average of 3% per year;
- 3) The planned extension of commuter rail service from Riverside to Perris by FY 2007/08 will increase the number of Metrolink operated route miles by 50% (from 37.5 to 56.5 route miles);

- a. The cost associated with the Perris extension will increase RCTC's train operating subsidy by a minimum of \$2M a year (a 50% increase in the current train subsidy); and
- b. The service to Perris will require approximately four new stations. As a result, it is projected that station operating expenses will increase by a minimum of \$1M a year.

Planned Growth for the Public Transit Operators – Western Riverside County:

The major project planned for the public transit operators over the next several years is a potential Bus Rapid Transit (BRT) project. Approximately two years ago, RTA hired a consultant team to study the potential of implementing a BRT system in western Riverside County. The consultant team consisting of staff from UC Berkeley, UCR and UCLA are currently working towards developing a strategic plan that phases in improvements over multiple years: *near term* – allowing strategies and improvements that could be introduced in 1 to 2 years; *an immediate near term* (4 to 5 years) deployment of key components of BRT along with *a longer term plan* (10 years) that would represent a full-blown BRT system. Based on a meeting with RTA's Executive Director, it is anticipated that the costs associated with the BRT project will be covered by unclaimed LTF funds allocated to RTA in prior years.

No major expansion projects are planned by the city municipal operators.

Proposed Change in Funding Formula Base:

Staff is recommending that the policies allocating LTF and STA funds at 80% to public bus and 20% to commuter rail service be changed to **78% for public bus and 22% for commuter rail effective FY 2004/05**. Additionally, Western County bus operators are guaranteed a minimum funding base which is established by the FY 2003/04 LTF/STA apportionment upwardly adjusted annually by the CPI. The attached spreadsheet provides projected LTF revenue (based on 3% growth projection) for FY 2004/05 through FY 2009/10.

Periodic Review of Funding Allocation Policy:

Over the next several fiscal years, various funding sources will be available to transit and commuter rail including: 1) Measure "A" which will be available for both operating and capital projects beginning with FY 2009/10; and 2) Proposition 42, a 20 year funding stream available in FY 2008/09. Proposition 42 initially guarantees the funding allocations of the Traffic Congestion Relief Program included in AB 2928 and the FY 2001/02 State Budget and then, commencing with FY 2008/09, distributes an estimated \$1.4 billion in revenues in the following fashion:

- 20% to cities distributed by population;

- 20% to counties distributed based on registered vehicles and road miles;
- 20% to the Public Transportation Account to fund transit; and
- 40% to the STIP to fund regional and inter-regional projects.

Based on the \$1.4 billion revenue estimate, using current RCTC apportionment areas and population based formulas, Riverside County transit apportionment areas are estimated to receive the following 20-year revenues:

Western Riverside County	\$70.5 million
Coachella Valley	\$19.4 million
Palo Verde Valley	\$ 1.1 million

In addition, as stated earlier, approximately \$107M in TUMF fees will also be available for capital projects of a regional nature.

For planning purposes, it is recommended that a timeline for the future funding formula be reviewed in FY 2007/08 with proposed changes to be implemented in FY 2009/10.

Meeting with Transit Operators:

Staff discussed the proposed change to the Western County funding policy with the transit operators during the past month to determine potential service level issues should a shift in funding occur. In addition, a meeting was held on September 16, 2003, to discuss the proposed TDA funding formula change with all transit providers present either in person or via conference call. Following is a summary of the concerns and responses (*if appropriate*) made at the meeting:

1) Comment: The “transit/commuter rail” partnership is a “win-win” for everyone.

2) Comment: Concern was expressed that funding is needed for transit centers.

Response: Current funding is available for transit centers including Section 5307; TUMF; Section 5309 discretionary and LTF/STA funds.

3) Comment: Concern was expressed that one operator has been reluctant to increase service frequency due to funding constraints.

Response: Historically, Western County bus operators have not utilized all available LTF funding. Funding has been available to increase frequency and has been provided when requested.

- 4) Comment: Concern was expressed at the inequity of fare reimbursement available through Southern California Regional Rail Authority stating that the reimbursement policy is applied differently among the various transit operators. Example: one operator receives zero reimbursement while another operator receives approximately \$2.00 for each one-way trip.

Response: This issue was resolved immediately following the September 16th meeting. All operators in Riverside County will receive up to \$1.92 per trip provided.

Attachment: Excel Spreadsheet

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

PROJECTED LTF ALLOCATIONS - NO CHANGE IN POLICY			
Fiscal Year	Western County Apportionment	Bus - 80% Apportionment	Rail: 20% Apportionment
2004/05	\$38,431,494	\$30,745,195	\$7,686,299
2005/06	\$39,584,439	\$31,667,551	\$7,916,888
2006/07	\$40,771,972	\$32,617,578	\$8,154,394
2007/08	\$41,995,131	\$33,596,105	\$8,399,026
2008/09	\$43,254,985	\$34,603,988	\$8,650,997
2009/10	\$44,552,635	\$35,642,108	\$8,910,527
Total:	\$248,590,656	\$198,872,525	\$49,718,131

Note: Growth in funds projected at 3%.

PROJECTED LTF ALLOCATIONS - CHANGE IN POLICY: 78/22%			
Fiscal Year	Western County Apportionment	Bus - 78% Apportionment	Rail: 22% Apportionment
2004/05	\$38,431,494	\$29,976,565	\$8,454,929
2005/06	\$39,584,439	\$30,875,862	\$8,708,577
2006/07	\$40,771,972	\$31,802,138	\$8,969,834
2007/08	\$41,995,131	\$32,756,202	\$9,238,929
2008/09	\$43,254,985	\$33,738,888	\$9,516,097
2009/10	\$44,552,635	\$34,751,055	\$9,801,580
Total:	\$248,590,656	\$193,900,711	\$54,689,944

\$768,630
 \$791,689
 \$815,439
 \$839,903
 \$865,100
 \$891,053

\$4,971,813
 Potential increase to rail based on 78/22%

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2008
TO:	Riverside County Transportation Commission
FROM:	Transit Policy Committee John Standiford, Deputy Executive Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Transit Vision Adoption and Related Funding Formulas for Transportation Development Act and Measure A Funds for 2009-2019

TRANSIT POLICY COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Adopt the Transit Vision for 2009-2019;
- 2) Continue the existing funding formula for the Transportation Development Act (TDA) funds [Local Transportation Fund (LTF) and State Transit Assistance (STA) funds]:
 - a) Coachella Valley – 100% public bus operator;
 - b) Palo Verde Valley – 100% public bus operator (subject to the statutory “unmet needs hearing”);
 - c) Western Riverside County – 78% public bus and 22% commuter rail operators;
- 3) Establish a funding formula for the Western Riverside County Public Transit Account of Measure A Ordinance No. 02-001:
 - a) Allocate the Commuter Rail and Intercity Bus Service funds – 80% Commuter Rail and 20% Western Riverside County Public Bus Operators;
 - b) Allocate 25% of Western Riverside County Specialized Transit funds to the Riverside Transit Agency (RTA) as the Consolidated Transportation Service Agency for Western Riverside County; and
- 4) Approve a timeline for the TDA and Measure A funding formulas to be reviewed in FY 2018/19 with proposed changes to be implemented in FY 2020/21.

BACKGROUND INFORMATION:

At the May 18, 2006 Transit Policy Committee (TPC), staff was directed to work with the transit operators and program staff to develop a 10-year conceptual plan identifying capital and operating needs utilizing transportation funds. The

conceptual plan also provides the basis for allocating TDA and Measure A funds in Western Riverside County. The intent behind the conceptual planning process is to lay the foundation for creating a vision of transit service for Riverside County. TPC members may recall that the creation of a transit vision was one of the recommendations made in the Commission’s FY 2001-03 Triennial Performance Audit.

In developing the Transit Vision, the public transit operators and program staff have identified projects, participated in meetings, and discussed the needs for coordination of service, higher frequency service, transit centers, and funding. The Transit Vision is also influenced by the recent adoption of the Riverside County Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan), which identified needs to improve coordination between the public transit operators and non-profit human/health service providers in order to provide increased mobility and cost-effective transportation options for seniors, the disabled community, and low-income residents of Riverside County.

The primary themes of the Transit Vision are:

- Higher Frequency Transit Service;
- Information Technology/Information Management;
- Reduction of greenhouse gas emissions through increased productive service and alternative fuels;
- Reduction of costs of paratransit service through increased coordination between public transit operators and non-profit providers;
- Leverage of Measure A and TDA funds with federal, state, and TUMF fund sources.

The public operators and program staff have identified services that total \$2.6 billion over the next 10 years:

TRANSIT VISION (2009-2019)	Estimated Costs	
	Total Cost (millions)	% of Total
Roadmap Initiatives		
Bus Transit		
<i>Improve Quality of Local Bus Service</i> Coachella Valley = \$276.9 million* Palo Verde Valley = \$15.4 million Western Riverside County = \$690 million <small>*Includes costs for specialized transit in Coachella Valley</small>	\$982.3	38.4%
<i>Increase Express Bus Service</i> <i>Introduce Bus Rapid Transit</i> Coachella Valley = \$231.8 million Palo Verde Valley = \$3.6 million Western Riverside County = \$128.8 million	\$364.2	14.2%

Specialized Transit (Western Riverside County Only)		
<i>Improve Choices for Seniors & Disabled while Reducing Rising Dial-A-Ride Costs</i>	\$35	1.4%
Commuter Rail (Western Riverside County Only)		
<i>Existing Metrolink Service</i>	\$771.4	30.2%
<i>Expand Metrolink Service</i>	\$316.3	12.4%
Commuter Assistance Program (Western Riverside County Only)		
<i>Expand the Carpool Lane System Improve Traffic Flow Through IT Promote Alternatives to Driving Alone</i>	\$28.6	1.1%
All Modes and Programs		
<i>Link Growth with Transportation Centers/Facilities</i> Coachella Valley = \$17.5 million Palo Verde Valley = \$2.6 million Western Riverside County = \$39 million	\$59.1	2.3%
TOTALS	\$2,556.9 million	100.0%

The Commission's Transit Vision is based on five primary goals:

Goal	Expected Outcome by 2019
<p>Increase Coordination with the Transit and Rideshare Community: Transit in Riverside County is provided by individual public, private, and non-profit organizations. Respective agencies provide service at regional, municipal, and local levels. Enhanced coordination between the multiple providers and development of public/private partnerships could improve service and intermodal and regional connections, resulting in increased ridership.</p>	<p>↓ Rising Costs of ADA trips by 30% ↑ Local & Regional Service by 30% ↑ Ridership by a Compounded Annual Growth Rate (CAGR) of 10% ↑ Rideshare Participation by 20%</p>
<p>Remove Barriers to Transit Use: Transit passengers oftentimes face barriers to their mobility when they use transit between cities and regions; when they link transit with other modes; and when they are unaware of the full range of transportation options. RCTC seeks to partner with the transit operators to remove these barriers through improved regional and intermodal mobility, fare integration, internal and external communications, and coordination of transit and rideshare resources.</p>	<p>↑ Local & Regional Mobility by 40% ↑ Commuter Rail Service by CAGR 14% ↑ Ridership by CAGR 10%</p>
<p>Provide Efficient and Effective Transit and Rideshare Service: RCTC seeks to improve utilization of existing resources and incorporate new technology to provide efficient and effective transit and rideshare services. RCTC performance measures, such as the Productivity Improvement Program, will be used to evaluate the outcome of implementing the initiatives included in the Transit Vision.</p>	<p>↑ Cost Effectiveness by 30% ↑ Productivity of Services by 40% ↑ Ridership by CAGR 10% ↑ Rideshare Participation by 20%</p>

<p>Ensure Adequate Funding: Providing transit and rideshare services for the citizens of Riverside County requires a predictable and sufficient funding base to meet increasing service needs. Multiple strategies are required, including an allocation of locally generated funds, coordination of transportation funds from multiple sources, participating in competitive grant application processes, and obtaining continued federal and state support.</p>	<p>↑ Return on Measure A by 25% ↑ Expansion of Services by 30% ↑ Ridership by CAGR 10%</p>
<p>Promote Energy Efficiency: In 2006, the State passed the Global Warming Solutions Act, AB32. The programs and services outlined in the Transit Vision provide cost-effective reductions of greenhouse gases (GHG).</p>	<p>↓ GHG by at least 20% ↑ Alternative Fuels in All Fleets</p>

The expected outcomes by 2019 are based upon performance data supplied by the transit operators and the rideshare program. The estimates are conservative and are contingent upon improved coordination between transit operators and human/health service providers to drive down costs and higher frequency bus and rail service.

The TDA Funding Allocation Formula to Remain Unchanged

The TDA is comprised of two elements: Local Transportation Fund (LTF) and State Transit Assistance (STA) funds. There are three areas of apportionment within Riverside County comprised of Coachella Valley, Palo Verde Valley, and Western Riverside County. LTF funds are derived from ¼ of one cent of the state sales tax and are returned to source/apportionment area. STA funds are generated from the statewide sales tax on gasoline and diesel fuel and are allocated by the state to the Commission on the basis of population and as a percentage of transit fare revenue.

In Coachella Valley, 100% of the funds are allocated to the public transit operator, SunLine Transit Agency (SunLine), for capital and operating expenses. In the Palo Verde Valley, LTF funds support transit services and local street and road improvements (upon a demonstration of no unmet transit needs). In Western Riverside County, the funds are allocated between public bus and commuter rail service.

In December 2003, the Commission approved a change in the Western Riverside County formula for TDA for bus and commuter rail service to 78% for bus and 22% for commuter rail effective FY 2004/05. The Commission also approved a timeline for the funding formula to be reviewed with proposed changes to be implemented in FY 2009/10.

Completion of the Transit Vision allows for the opportunity to review the current allocation formula in Western Riverside County. Over the next 10 years, two new funding sources will be available to the public bus transit operators in Western Riverside County: Federal Transit Administration (FTA) Section 5316 Jobs Access Reverse Commute (JARC), and FTA Section 5317 New Freedom (NF) funds, which could generate at least \$10 million between FY 2010-19. These additional funds allow for increased capacity of TDA that can support the Transit Vision goals of higher frequency transit service and a reduction in greenhouse gas emissions. As a result, staff recommends that the funding formula for Western Riverside County remain unchanged along with the Coachella Valley and Palo Verde Valley formulas.

Public Transit Measure A for Western Riverside County

Measure A Ordinance No. 02-001 identifies \$390 million in Western Riverside County to expand commuter rail, implement intercity bus services, and continue to expand programs to assist the elderly, disabled, and commuters. It is estimated that about one-third (or \$130 million) of this amount will be available for the next 10 year period.

The Ordinance identifies funding amounts for the Commuter Assistance Program and the Specialized Transit Program. For planning purposes, it is estimated that approximately \$17 million is available for the Commuter Assistance Program and \$28 million is available for the Specialized Transit Program. The two programs comprise \$45 million of the \$130 million identified in the Ordinance. The remaining balance of \$85 million is estimated to be available for the Commuter Rail and Intercity Bus programs.

Specialized Transit and the Consolidated Transportation Service Agency

The Consolidated Transportation Service Agency (CTSA) designation was created in 1979, when the State passed Assembly Bill 120, "The Social Services Transportation Improvement Act." The purpose is to promote the benefits of coordinated transportation among specialized transportation providers. The agencies are charged with the development and implementation of regional coordination of services and improvement of transportation services to seniors, persons with disabilities, and the low-income disadvantaged.

In Riverside County, the CTSA designees are RTA for Western Riverside County and SunLine for Coachella Valley. Measure A funds for specialized transit in Coachella Valley are allocated to SunLine. Currently, there is no designated allocation of Measure A funds to a public bus operator in Western Riverside County.

Traditionally, these funds are primarily made available to non-profit providers in Western Riverside County. However, the recent Commission adoption of the Coordinated Plan emphasized the need to improve coordination efforts between public transit and human service agencies to address the underserved/unmet transportation needs of seniors, persons with disabilities, and the truly needy. This priority is based on two factors: the forecast population increase for the senior and disabled population (almost 20% of the Riverside County population will be seniors by 2020) and the rising costs of paratransit service for public transit operators. Increasingly, the costs of paratransit or dial-a-ride service continue to outpace the costs of fixed route service, usually at a 2 to 1 ratio. This results in reduced farebox recovery ratios for the transit operators and less efficient service for its customers.

Measure A does not mandate a farebox requirement and therefore allows the public transit operator and non-profit more flexibility in the funding of services. Measure A is also considered as local support revenue, which positively affects the farebox ratio. Based upon the Transit Vision goal to reduce the rising costs of paratransit service through increased coordination between public transit operators and non-profit providers, staff recommends a set aside of 25% of the Western Riverside County Specialized Transit Program to RTA as the designated CTSA. These funds would allow for greater efficiency and coordination among the public transit operators and the non-profit agencies in Western Riverside County through activities such as:

- Programs that can direct consumers to the most cost-effective service for their individual needs; and
- Increased outreach to Senior Centers and other large dial-a-ride consumers.

This set-aside could generate \$7 million over the 10-year period. In order to access these funds, RTA would identify the proposed use in its annual Short Range Transit Plan.

The adoption of the Coordinated Plan also allows for the receipt of approximately \$10 million to Western Riverside County from the new FTA JARC/NF programs over the next 10 years. These funds, along with the remaining 75% of the Western Riverside County Specialized Transit Program would be available for non-profit agencies as well as the public transit operators.

Coachella Valley and Specialized Transit

As indicated above, SunLine is the designated CTSA for Coachella Valley. Measure A Ordinance No. 02-001 designates SunLine as the recipient of Public Transit Account (PTA) funds in Coachella Valley to be used to improve and expand public transit and specialized transportation services, which includes coordination

activities among non-profit social service organizations. Approximately \$64 million of Measure A will be available between 2009-2019.

The adoption of the Coordinated Plan also allows for the receipt of approximately \$3 million in Coachella Valley from the new FTA JARC/NF programs over the next 10 years.

Palo Verde Valley and Specialized Transit

Measure A Ord. No. 02-001 does not establish a PTA for Palo Verde Valley. Specialized Transit services, such as dial-a-ride, are funded through LTF.

Commuter Rail and Intercity Bus Service

\$85 million is estimated to be available over the next 10 years for this Western Riverside County Measure A category, which seeks to support current and future Metrolink commuter rail service as well as intercity express bus service that feeds Metrolink service. The Transit Vision supports these services such as the Perris Valley Line and a future Metrolink extension to either San Jacinto or Temecula over the next 10 years. In addition, the Transit Vision supports the policy of peak period express bus service in advance of new commuter rail service, which is then adjusted to become express bus service to rail stations as new commuter rail service is implemented. RTA's CommuterLink bus routes that service Metrolink stations are an example of the types of services that can be supported by these Measure A funds.

In order to support these initiatives, it is recommended that the funding formula for these funds provide 80% to commuter rail and 20% to public bus operators that provide the express bus service that is scheduled to meet Metrolink service. Currently, Metrolink passengers ride for free when traveling on express bus operated in Western Riverside County. The public bus operators are reimbursed by Metrolink and the Commission for the Metrolink passenger. It is anticipated that this reimbursement will continue in the future.

In summary, the recommendation for the Western Riverside County Measure A – Public Transit category reinforces the goals of the Transit Vision by reinforcing coordination, enabling higher frequency transit service, reducing greenhouse gas emissions, and leveraging Measure A funds with federal and state funds.

<i>Recommendation:</i>	Western Riverside County Measure A – Public Transit Account				
Program	Public Bus (millions)	Public Bus/ Non-Profit (millions)	Commuter Rail (millions)	Rideshare (millions)	TOTALS (millions)
Rideshare	N/A	N/A	N/A	\$17	\$17
Specialized Transit	\$7*	\$21	N/A	N/A	\$28
Commuter Rail & Intercity Bus	\$17	N/A	\$68	N/A	\$85
TOTALS	\$24	\$21	\$68	\$17	\$130 million

*RTA set-aside for CTSA

Timeline for Review of the TDA and Measure A Funding Formulas

Periodically, the Commission reviews the transit funding formulas to ensure that the allocations continue to leverage and/or maximize existing transportation funding from an array of sources. As such, it is recommended that the Commission conduct a formal review prior to the completion of the first 10 years of receipt of funds from the Measure A extension.

The Transit Vision concepts and funding formula recommendations were presented to the Citizens Advisory Committee on May 13, 2008.

Attachment: Draft Transit Vision

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↓
TRAFFIC



2008 | TRANSIT VISION



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Introduction

Created by State law in 1976, the Riverside County Transportation Commission (RCTC) oversees funding and coordination of all public transportation services within Riverside County. In 2006, RCTC began development of a countywide vision for transit in response to a Triennial Performance Audit recommendation.

This document is the culmination of input from the transit operators in Riverside County and RCTC Rideshare and Specialized Transit staff. It is intended to guide the RCTC transit vision and allocation of the Transportation Development Act (TDA) and Measure “A” extension program over the next 10 years. The direction that is taken will determine where valuable resources will be expended and how technology will be used to improve services.

The RCTC Regional Programs Department is committed to meeting the goals and actively participating in carrying out the initiatives included in the Vision Plan. The collective efforts of RCTC and the County’s eight transit operators will prove vital in meeting the mobility needs of Riverside County citizens. They will also serve to keep Riverside County on the national forefront in the provision of transit services.

Decades of Investment used by today’s commuters

Knowing the importance of mobility to our quality of life and the economy, Riverside County voters approved a one half-cent sales tax in 1988 that is currently funding transportation projects. These include freeway, roadway, and transit projects found throughout the County. Furthermore, local developer fee programs are in place in every city within the County so that new developments pay for their share of regional traffic improvements.

When 78.9% of voters approved Measure “A”, RCTC became the agency charged with making sure the projects and programs voters wanted became a reality. A stated goal in Measure “A”, Ordinance 88-1, is to “Improve and maintain the quality of life in Riverside County by supplementing existing funds for transportation.” The Ordinance identifies specific public transit and rideshare programs by geographic apportionment area as outlined below in Table 1:

Measure A Ord. 88-1 Program	Geographic Apportionment Area		
	Western Riverside County	Coachella Valley	Palo Verde Valley*
Specialized Transit	\$31 M	\$12 M	-
Commuter Buses, Vanpools, & Carpools	\$31 M		-
Commuter Rail	\$100 M	-	-
Bus Replacement & More Service	-	\$12 M	-

*Palo Verde Valley identified the urgent need for Measure A as funding for local streets and roads only.

Riverside County's bus system, comprised of seven operators, is an efficient, technologically up-to-date fleet. Moreover, by taking advantage of existing railways and partnering with neighboring counties, RCTC established a successful commuter rail system, operated by Metrolink, with ridership growing every year.

All in all, we have a transportation system to be proud of—one that reflects Riverside County's high quality of life and entrepreneurial spirit.

Managing Growth

Despite all of the positives, traffic congestion exists today on every Riverside County freeway and major portions of the roadway system. Riverside County's population and employment will keep growing, and traffic congestion will worsen unless we continue to enhance our transportation facilities and services.

Trying to eliminate gridlock by focusing solely on highways is not practical. Building more highways has become very expensive and can take decades – major reasons why, over the past 20 years, the number of motor vehicle-miles traveled has grown some 70 percent while the number of highway-miles has barely changed.¹ This transformation brings challenges since most freeways and roadways have little available right-of-way remaining, leaving limited room to grow. Yet demand for these facilities is projected to keep growing along with population and employment. At the same time, traditional funding sources for public transit and rideshare programs are not keeping pace with growth. Riverside County's local answer to funding needs – the one half-cent sales tax known as Measure "A" – was renewed by voters in 2002 and now extends through 2039.

Driving alone accounts for the highest level of land consumption among all transportation modes. It also generates the highest level of environmental, economic and social impacts. Increasing the use of alternative modes to work (e.g., carpool, transit) is critical to accommodate future growth with less environmental, economic and social impacts.
– State of the Region 2006 (SCAG) page 83

Facing the Future

In addition to the daily activities required to keep Riverside County mobile in 2007, the RCTC is planning for the future. In 2006, the Commission approved a 10-year Western Riverside County Highway Delivery Plan. The purpose of the Transit Vision is to develop a 10-year county-wide transit and rideshare plan that continues to promote transportation options for residents, workers, employers, and visitors.

- The Transit Vision allows Riverside County residents, businesses, and elected officials to look at the big picture and ask key questions about the future. What will Riverside County look like in 10 years? Where will jobs and homes be

¹ AAR: Policy and Economics Department, May 2007

concentrated and how will this affect congestion? What transportation services and facilities will residents and workers need? What are the gaps in planned services? And what are the most efficient and effective ways to meet commuter needs?

Vision 2019 – Guiding Principles

To develop a vision for transit and rideshare programs in Riverside County based on:

- Improved mobility and accessibility for Riverside County residents through working together with our transit partners to provide a safe, integrated, multi-modal transportation system;
- Performance measures for productivity and cost-effectiveness consistent with the Commission adopted Productivity Improvement Program;
- Air quality, energy efficiency, and economic development initiatives;
- Appropriately leverage Measure “A” funds to supplement existing funds for transportation. and
- Allocate Measure “A” and Local Transportation Development funds for the period 2009 – 2019.

The Transit Vision aligns our principles with the following RCTC existing priorities²:

- Promote Mobility – Create a transportation system that promotes efficient mobility both within the County and the region;
- Ensure Improved System Efficiencies – Advocate affordable and advanced transportation technologies to improve safety and reduce congested corridors;
- Foster Environmental Stewardship – Promote environmental stewardship and protect the area’s natural resources and quality of life while achieving mobility goals;
- Encourage Economic Development – Consider economic benefits of improvements and pursue transportation alternatives that enhance or complement economic development; and
- Support Transportation Choices through Intermodalism and Accessibility – Develop transportation alternatives.

Transit Vision Process

The Transit Vision process was conducted from April 2006 through April 2008. The process resulted in the development of near-term initiatives that have support among those who provided input and the transit community as a whole. The process entailed:

- Visioning and priority setting with RCTC rideshare and specialized transit staff and the eight transit operators in Riverside County:
 - City of Banning
 - City of Beaumont

² FY06 Adopted Commission Policies & Goals

- City of Corona
- City of Riverside
- Palo Verde Valley Transit Agency
- Riverside Transit Agency
- SunLine Transit Agency
- Metrolink/RCTC Commuter Rail Program;
- Conducting research on transit “best practices” across the country;
- Professional facilitation of regional transportation needs and identification of service gaps;
- Adoption of the Riverside County Public Transit-Human Services Coordinated Plan; and
- On-going consultation with the RCTC Transit Policy Committee.

Transit Vision Goals

The RCTC Transit Vision is based on five primary goals:

Goal	Expected Outcome by 2019
<p><u>Increase Coordination with the Transit and Rideshare Community:</u> Transit in Riverside County is provided by individual public, private, and non-profit organizations. Respective agencies provide service at regional, municipal, and local levels. Enhanced coordination between the multiple providers and development of public/private partnerships could improve service and intermodal and regional connections, resulting in increased ridership.</p>	<p>↓ Rising Costs of ADA trips by 30% ↑ Local & Regional Service by 30% ↑ Ridership by CAGR 10% ↑ Rideshare Participation by 20%</p>
<p><u>Remove Barriers to Transit Use:</u> Transit passengers oftentimes face barriers to their mobility when they use transit between cities and regions; when they link transit with other modes; and when they are unaware of the full range of transportation options. RCTC seeks to partner with the transit operators to remove these barriers through improved regional and intermodal mobility, fare integration, internal and external communications, and coordination of transit and rideshare resources.</p>	<p>↑ Local & Regional Mobility by 40% ↑ Commuter Rail Service by CAGR 14% ↑ Ridership by CAGR 10%</p>
<p><u>Provide Efficient and Effective Transit and Rideshare Service:</u> RCTC seeks to improve utilization of existing resources and incorporate new technology to provide efficient and effective transit and rideshare services. RCTC performance measures, such as the Productivity Improvement Program, will be used to evaluate the outcome of implementing the initiatives included in the Transit Vision.</p>	<p>↑ Cost Effectiveness by 30% ↑ Productivity of Services by 40% ↑ Ridership by CAGR 10% ↑ Rideshare Participation by 20%</p>
<p><u>Ensure Adequate Funding:</u> Providing transit and rideshare services for the citizens of Riverside County requires a predictable and sufficient funding base to meet increasing service needs. Multiple strategies are required, including an allocation of locally generated funds, coordination of transportation funds from multiple sources, participating in competitive grant application processes, and obtaining continued federal and state support.</p>	<p>↑ Return on Measure “A” by 25% ↑ Expansion of Services by 30% ↑ Ridership by CAGR 10%</p>
<p><u>Promote Energy Efficiency:</u> In 2006, the State passed the Global Warming Solutions Act, AB32. The programs and services outlined in the Transit Vision provide cost-effective reductions of greenhouse gases (GHG).</p>	<p>↓ GHG by at least 20% ↑ Alternative Fuels in All Fleets</p>

The Situation

The transit system in place today includes an extensive network of local bus routes that provide service to most residential and employment areas of the County. There are also express bus routes, and a commuter rail service, with CommuterLink express bus shuttles, that provide for longer distance travel within the County and to neighboring counties.

Bus

There are currently 62 bus routes operating throughout Riverside County, with the majority of the local bus service operating in Western Riverside County. When compared to the Eastern half of the County, the western section is more densely developed, has lower medium incomes, has more households without an automobile, and a more consistent grid-pattern of roadways that lead to an efficient bus routing pattern. In

fact, of the eight transit operators in Riverside County, only two agencies operate in the Eastern half of the County, SunLine Transit and Palo Verde Transit.

Express buses combine the use of freeways and limited stops to provide commuters with faster service over longer distances. RTA operates two express bus routes using State Route 91 to connect Riverside County to Orange County. RTA also provides shuttle service timed with commuter rail schedules to carry passengers from the train stations to their places of work in the morning, and back to the stations in the evening. There are currently five shuttles operating in the CommuterLink system that use Interstate 10 and 15, and State Route 60.

Specialized Transit

In addition to traditional local bus or fixed route service, the transit operators provide paratransit (or Dial-a-Ride) service for people unable to use the regular bus service because of a disability. This curb-to-curb service operates in response to requests by qualifying individuals and groups, and meets the requirements of the Americans with Disabilities Act.

In 1988, when voters passed Measure A, the half-cent sales tax for transportation, RCTC was empowered to use a portion of those revenues to provide seniors, persons with disabilities and the truly needy with transportation assistance. In addition to

- The primary drive alone rate is 79%, 4% lower than 1998;
 - Avg commute distance is 25.1 miles, the longest in the region & up from 21.6 in 1998
 - Avg commute time to work is 46 minutes, the longest in the region & up from 37 minutes in 1998
 - Second highest freeway usage at 65%, up from 59% in 1998
 - 47% HOV lane availability, & 74% usage
 - The highest percentage of workers that work outside the county where they live at 35%, up from 32% in 1998
- State of the Commute 2006 – SCAG

funding traditional public Dial-a-Ride services, the Commission has granted funds to non-profit agencies to provide transit assistance in hard to serve rural areas, for inter-community travel, and for riders having very special transit needs. As a result, someone who is disabled can go to work on his or her own; someone who is aged can shop at the neighborhood grocery; and someone who is low on cash can get to the doctor. These programs have been successful over the last 20 years in providing improved transit access for western Riverside County residents however more needs to be done.

Demand for local bus service has increased steadily over the past 20 years, reaching the current level of 11 million riders (2007), an increase of 116 percent. Today, the fleet of busses and dial-a-ride vehicles has grown to over 370, an increase of 158 percent since Measure "A" passed in 1988.

Rail

Metrolink operates commuter rail service in Riverside County. Metrolink provides weekday service on three routes through Riverside County: the Riverside Line from Riverside to Los Angeles (12 trains per day), the Inland Empire-Orange County Line from San Bernardino to San Juan Capistrano (16 trains per day); and the 91 Line from Riverside to Los Angeles (nine trains per day). There are five stations (Riverside-Downtown, Pedley, Riverside-La Sierra, West Corona, and North Main Corona) in Riverside County that feed these lines, all owned and operated by RCTC. Amtrak provides limited long distance passenger rail service, which runs two times a day in each direction through Riverside County although Amtrak trains do not stop at every RCTC Metrolink station.

In just over 15 years since service began, the number of Riverside County riders on Metrolink commuter rail has increased from less than 100,000 passengers in 1993/94 to over 2 million passengers in 2006/07. In fact, the Inland Empire-Orange County Line, is the first suburb-to-suburb commuter rail line in the nation.

Rideshare

Commuter Assistance, or Rideshare programs to reduce the number of drive-alone travelers on our roadways, is a mandated part of Measure "A". Recognizing the value of providing additional alternatives to driving alone, RCTC offers a comprehensive commuter assistance program to meet the needs of local employers and commuters and supports other RCTC services including commuter rail and public transit.

Local employers benefit from having a low cost tax free benefit they can offer employees. Large companies who must meet air quality mandates can take advantage of programs that help them fulfill their requirements. Commuters can receive incentives to try ridesharing - everything from carpools and vanpools, to taking Metrolink or riding the bus. There are extensive services that support these programs from ride-matching services, to detailed information on carpool lanes, Park and Ride lots leased by RCTC, and preferred parking at Metrolink stations for those who share the ride to the train.

Improving Air Quality through Cleaner Fuels

The Environmental Protection Agency provides a designation to air basins nationwide. This designation is a legal status (e.g. “attainment” or “non-attainment”) relating to whether an area violates a national ambient air quality standard or contributes to a nearby violation. The designation process plays an important role in letting the public know whether air quality in a given area is healthy.³ There are three Air Basins in Riverside County: South Coast, Salton Sea, and Mojave Desert. All of these Air Basins are designated as “non-attainment” areas for 8-hour ozone and PM10. South Coast Air Basin is also “non-attainment” for PM2.5. In addition, the South Coast has the highest maximum concentration of ozone & PM2.5 in the nation.⁴ Ozone can trigger a variety of health problems including chest pain, coughing, throat irritation, and congestion. PM10 emissions cause adverse respiratory health effects. NOX emissions cause smog. CO emissions are a byproduct of highway vehicle exhaust. VOC emissions cause air pollution. With the exception of ozone, these air pollutants are usually emitted from transportation sources, namely driving.

SunLine is known as a leader in the industry for alternative technology fuels. In 1994, SunLine had the nation’s first fleet to convert overnight to 100% Clean Natural Gas (CNG). Today, among all bus operators throughout the County, 212 buses operate on CNG. Metrolink uses General Motors low-pollution locomotives. They are 40% cleaner than typical passenger engines and produce over 3,000 horsepower.

In 2007, over 1.4 million one-way vehicle trips were reduced through participants in the Rideshare Program. The actions of these participants result in over 343 tons of pollutants removed from the air we breathe.

Trends Affecting Transportation

Population Explosion

Population, employment & households in Riverside County are forecast to grow dramatically in the next 15 years. Riverside County is one of the fastest growing counties in the United States, with a forecast to add almost 1 million more people by 2020, for a total population of almost 3 million. Such rapid growth requires large investments in transportation infrastructure.

Riverside County’s freeway and roadway networks are nearing build-out, in terms of available right-of-way. There are many constraints to physical expansion of these facilities, such as environmental impacts, lack of right-of-way, lack of funding, and community concerns with major widening projects. With travel demand continuing to grow, we must employ multiple strategies to improve our networks and relieve congestion at specific locations. This will improve air quality, make streets more efficient and keep them maintained so that Riverside County residents, workers, and visitors experience a safe, smooth, and minimally congested commute to their destination.

³ <http://www.epa.gov/ozonedesignations>

⁴ State of the Region 2006, SCAG, pgs 101, 104, & 107

Our transit system serves both short and long distance travelers, with a network of local bus routes, express bus routes, specialized transit, and commuter rail service. Demand for local bus service has increased over the past 20 years and a new component of the fixed route service, known as bus rapid transit (BRT), is being developed. BRT combines the flexibility of a busy system with some of the features that are typical of light rail transit, such as signal priority and fewer stops.

Metrolink commuter rail ridership has also grown every year since service began in 1993. In fact, the Metrolink 91 Line is one of the most productive in the regional Metrolink system. Expansion of Metrolink service within Riverside County, including CommuterLink feeder service, is a critical component of the Transit Vision.

RCTC is also exploring its role in various high-speed rail and Maglev proposals that would connect Riverside County with surrounding counties and regions.

There are several trends that will affect the demand for transit in the future. Most significant are the anticipated increases in population and employment (43 percent and 58 percent respectively). This growth will drive demand for increased transit services. It is noteworthy that the number of Riverside County residents 65 years and older is projected to nearly double between 2005 and 2030. While this segment of our population is not necessarily frail and transit-dependent as a whole, it is likely that many 65 and older residents will require greater, specialized transit.

Emergence of Paratransit Needs

Curb-to-curb paratransit service (Dial-A-Ride) is provided for people unable to use the fixed-route bus service due to a disability. RCTC anticipates that demand for paratransit type services will increase substantially over the next 25 years, partially due to the needs of our growing senior population. Unfortunately, the operating costs for Dial-a-Ride services are the highest in the industry. Rising costs coupled with a growing target market are threats to sustainability of this type of service.

Quality of Life Issues: Congestion & Air Quality

Over 1/3rd of the air pollutants we breathe in are from transportation sources. The rapidly worsening traffic congestion poses ongoing air quality challenges and health threats to the public – particularly to children, the elderly, and other at-risk groups.⁵ In 2005, workers in Riverside County continued to have the highest average travel time to work in the region, almost 32 minutes, while Imperial had the lowest at 19 minutes. The State average is 27 minutes and the national average is 25 minutes. Highway congestion causes delays affecting personal mobility & goods movement & results in increased economic & social costs. The number of vehicle miles traveled (VMT) indicates the overall level of highway & automobile usage, & is directly related to mobile source emissions.⁶

⁵ Resolving Regional Challenges Fact Sheet "Traffic Congestion & Air Quality", Spring 2007, SCAG

⁶ State of the Region 2006, SCAG, pg 86

Energy Efficiency

Energy use in California is primarily fossil-fuel based (i.e. petroleum, natural gas & coal). Reliance on fossil fuels contributes significantly to global warming. The combustion of fossil fuels to release their energy creates carbon dioxide (CO₂) emissions, the most significant greenhouse gas that affects global climate change. The transportation sector is the largest user of fossil fuels at 39 percent, followed by the industrial sector at 24 percent.

The passage of AB32 by the State Legislature mandates a reduction in GHG. Riverside County's transit and rideshare programs will contribute to meeting this mandate.

Cleaner fuels continue to be a focus among Riverside County transit operators. The day when hydrogen will be a major fuel source for America's vehicles moved another step closer on November 2, 2006, with the official opening at SunLine headquarters of the nation's first large-scale hydrogen facility in the United States using commercialized technology available for third-party refueling purposes. Also add SunLine is testing Zero Emission Vehicles.

Growth in Information Technology

Riverside County has one of the longest commute times at 101 minutes. Generally, the commute time home is longer than the commute to work. Longer commutes with more commuters in the information age demands an increase in information technology as a tool for both the transit operators and the Rideshare Program. Tools that enable commuters with quick access to travel information, notification of the next bus and train, as well as a universal fare pass, are critical in remaining relevant to today's commuter.

The Roadmap – Laying Out the Plan for Future Services

The Vision Plan focuses on identifying transportation improvements through 2019 that will help put together the pieces of our mobility puzzle. They incorporate plans adopted by the individual transit operators, including the Comprehensive Operational Assessments (COA) of RTA and SunLine as well as the Metrolink Strategic Assessment. The following goals are designed to layer different transportation services onto one another to create a connected grid of transportation options that allow you to move throughout the county.

BUS TRANSIT

Improve Quality of Local Bus Service. Local bus providers and RCTC work together to provide efficient service coordination, and to introduce new technology that will make travel more convenient, such as smart cards that allow seamless transfers. The Universal Fare System will eliminate the need for cash, passes, and tokens on RTA and SunLine buses, municipal buses, and Metrolink. It will improve revenue and ridership data collection and reporting through a central data collection system that will help with financial control and service planning. Examples of proposed routes are below:

* Enhanced Local Services include:

- Banning, Beaumont, & Corona (expanded hours on fixed route)
- PVVTA (expanded hours on fixed route)
- SunLine (expanded hours & Frequency)

* Special & Market Based include:

- Banning, Beaumont, Corona, & Riverside Special Services (ADA expanded hours)
- PVVTA (ADA expanded hours)
- SunLine (community-based & market-based services in the COA)

Increase Express Bus Service. Express Bus Service will increase countywide by 2019. Routes include within the County and external to the County. Examples of proposed routes are below:

* RTA Commuter Link Service

Peak period express bus service in advance of new commuter rail service, adjusted to become express bus service to rail stations as new commuter rail service is implemented

- **East Corridor Commuter Link Service**
 - I-215 Corridor between Temecula & Riverside
 - Service between Hemet & Riverside
 - SR60 Corridor between Banning & Riverside
- **West Corridor Commuter Link Service**
 - I-15 Corridor between Temecula & Riverside
 - Service between Riverside & the Montclair Transit Center
 - Service between Murrieta & the Oceanside Transit Center

* SunLine Transit Agency Express Bus Service

Peak period express bus service in the I-10 Corridor

- Service between Indio & Palm Springs
- Service between Palm Springs & Pass Transit

Introduce Bus Rapid Transit (BRT). As part of a continuous effort to explore transportation alternatives for passengers that use the bus system, a new component of the fixed route bus service, known as BRT, is being introduced. BRT combines the flexibility of a bus system with some of the features that are typical of light rail transit, such as transit signal priority (extends green lights several seconds to allow BRT vehicles to pass through the intersection), queue jump lanes (give BRT vehicles a separate lane at intersections that allows them to enter the intersection prior to regular through traffic), and dedicated mid-block lanes for BRT service. BRT proposals are underway at both RTA and SunLine to provide passengers with improved travel time and better connectivity for easier and more convenient access to the bus system and other modes. Examples of proposed routes are below:

* RTA BRT Limited Service

- 10-minute service frequency
- Magnolia Avenue/6th Street
- Riverside/Moreno Valley
- I-15 Corridor

* SunLine Transit Agency BRT Limited Service

- Hwy 111 between Indio & Palm Springs

SPECIALIZED TRANSIT

Improve Choices for Seniors and the Disabled while Reducing Dial-A-Ride Costs.

Many informal community-based programs have been developed throughout the County to address the needs of seniors and adults with disabilities. These programs add to the traditional transportation services, which often do not meet the needs of its users. These programs provide door-to-door and door-through-door assistance. The TRIP program is one example of this. TRIP is recognized nationally as one of the special services in Riverside County that complements public transportation by reimbursing volunteers to transport individuals where no transit service exists or when the individual is too frail, ill, or unable to use public transportation for other reasons.

** Specialized Transit includes:*

- Mobility Management Program – develop a program utilizing public transit operators, non-profit and for-profit operators to improve the mobility of senior, disabled and truly-needy populations.
- Implement Coordinated Transportation Plan with goal of leveraging Measure “A” to reduce the rising Dial-a-Ride costs by transit operators partnering with community-based programs.

COMMUTER RAIL

Expand Metrolink Service. Measure “A” created the Commuter Rail Program in Riverside County with the goal of providing long distance passenger rail service to Los Angeles and Orange Counties. Commuters will benefit from new trains that expand and improve service within the County. The Perris Valley Line (Downtown Riverside to Perris to relieve congestion on the Interstate 215) and an extension to either San Jacinto or Temecula is planned during the next 10 years. To improve efficiency and reduce travel time, parking expansion will also take place at the Metrolink Stations.

COMMUTER ASSISTANCE PROGRAM

Expand the Countywide Carpool Lane System. RCTC plans to add carpool lanes by 2019, along Interstate 15 and State Route 91. Additional carpool lanes help promote Rideshare Programs such as vanpools. They also help make express bus routes more viable.

Improve Traffic Flow Through System Management. Information and technology, such as real-time management of our roadway system, will play larger roles in getting the most out of our system. Freeway Detection Programs and the implementation traveler information systems such as 511 are planned during this period. Other programs like the Freeway Service Patrol will expand to bring traffic incident relief to more freeways and support freeway construction projects.

Encourage Alternatives to Driving Alone. Providing options to travelers is one way to reduce traffic congestion. Programs that encourage ridesharing, pedestrian travel, and move toward development of a Class I bicycle system will be promoted. RCTC will also expand its park-and-ride facilities. Examples of proposed programs are below:

* Commuter Assistance Program includes:

- Employer Services
- Commuter Mode-Shift Incentives
- Leased Park N Ride Lots
- Regional Rideshare Program
- Toll Road Incentives
- Freeway Detection & Integration
- Vanpool Program

ALL MODES & PROGRAMS

Implement Mechanisms to Link Growth with Transportation Centers and Facilities.

Provide meaningful incentives to better link land use and transportation planning. Examples of proposed facilities are below:

* Transit Centers

- RTA has identified the following Transit Centers:
 - Corona, Hemet, Moreno Valley, Perris, Riverside and Temecula
- SunLine has identified the following Transit Centers:
 - Coachella

* Corporate Yard Improvements - Countywide

* CNG Fueling Stations - Countywide

* Bus Stop Amenities & Shelters - Countywide

* Commuter Rail Stations

- Downtown Riverside, La Sierra, Pedley, West Corona, North Main Corona, Spruce/Palmyrita, University of California Riverside, Fair Isle Drive, Moreno Valley/March Field, Ramona, Downtown Perris, South Perris, Winchester, Hemet, Sun City, Temecula.

Greenhouse Gas Emissions Reduction. The condition of the environment has a significant impact on the quality of life that can be offered to Riverside County’s residents, workers, and visitors. The following strategies help to ensure that environmental conditions within the County will not only be maintained, but see an overall improvement:

- Use Intelligent Transportation Systems (ITS) to increase the efficiency of existing facilities;
- Continue to expand transit options;
- Support the growth of the regional bikeway system and pedestrian walkways;
- Continue to comply with federal, state, and local regulations.

Current Riverside County Transit/Rideshare	Annual Net Reduction in GHG (pounds)
Commuter Rail (3 Lines in Riverside County)	32,380,139
Commuter Assistance Program (Rideshare/Bus)	33,701,795
Total GHG Emission Reduction	66,081,934

Source: Ray Gorski (8/21/07) and SCRRA (4/28/08)

The passage of AB32 provides an opportunity to market public transit and rideshare programs to an expanded audience – one that seeks ways to be more energy efficient.

Increased ridership on all modes coupled with fuel efficient engines/locomotives will generate at least a 20% additional reduction in GHG over the next 10 years.

The Transit Vision Roadmap links to the trends/challenges identified over the next 10 years in the following manner:

Table 3

Roadmap Initiatives	Trends/Challenges				
	Population Explosion	Paratransit Needs	Quality of Life Issues	Energy Efficiency	Information Technology
Bus Transit					
Improve Quality of Local Bus Service	●	●	●	●	●
Increase Express Bus Service	●		●	●	●
Introduce Bus Rapid Transit	●		●	●	●
Specialized Transit					
Improve Choices for Seniors & Disabled while Reducing Rising Dial-A-Ride Costs	●	●	●	●	●
Commuter Rail					
Expand Metrolink Service	●	●	●	●	●
Commuter Assistance Program					
Expand the Carpool Lane System	●		●	●	
Improve Traffic Flow Through IT	●		●		●
Promote Alternatives to Driving Alone	●	●	●	●	
All Modes and Programs					
Link Growth w/Transp. Centers/Facilities	●		●		
Greenhouse Gas Emission Reduction		●	●	●	

Delivering the Goods – the Financial Proposition

The way that transportation projects and services are funded in the new century is evolving. For many years, state and federal taxes on gasoline were the main source of funds for regional transportation projects. Unfortunately, state and federal gas taxes have not kept up with the costs of building new freeway lanes, roadways, or transit projects. Inflation has eroded this traditional source of transportation funds.

At the same time, the number of miles traveled each year by vehicles in California, the Southern California region, and Riverside County has increased as households own more cars and drive further to work and recreational areas. This trend is expected to continue in the future as the distance between major job centers and residential areas grow. This is compounded by more people and more jobs moving into the region. While traditional revenues are declining, the need for new transportation projects continues, and maintenance needs increase because of increased wear and tear on the existing transportation system.

In total, \$2.6 Billion is needed to fund this Plan’s transportation priorities through 2019. The following table summarizes the proposed level of investment for major

transportation programs over the next 10 years. These include the costs of operating the current system and funding new transportation solutions. The types of costs by geographic area at a glance are the following:

Table 4 Roadmap Initiatives	Estimated Costs	
	Total Cost	% of Total
Bus Transit		
<i>Improve Quality of Local Bus Service</i> Coachella Valley = \$276.9 M* Palo Verde Valley = \$15.4 M Western Riverside County = \$690.0 M	\$982.3 M	38.4%
<i>Increase Express Bus Service</i> <i>Introduce Bus Rapid Transit</i> Coachella Valley = \$231.8 M Palo Verde Valley = \$3.6 M Western Riverside County = \$128.8 M	\$364.2 M	14.2%
Specialized Transit (Western Riverside County Only)		
<i>Improve Choices for Seniors & Disabled while Reducing Rising Dial-A-Ride Costs</i>	\$35.0 M	1.4%
Commuter Rail (Western Riverside County Only)		
<i>Existing Metrolink Service</i>	\$771.4 M	30.2%
<i>Expand Metrolink Service</i>	\$316.3 M	12.4%
Commuter Assistance Program (Western Riverside County Only)		
<i>Expand the Carpool Lane System</i> <i>Improve Traffic Flow Through IT</i> <i>Promote Alternatives to Driving Alone</i>	\$28.6 M	1.1%
All Modes and Programs		
<i>Link Growth with Transportation Centers/Facilities</i> Coachella Valley = \$17.5 M Palo Verde Valley = \$2.6 M Western Riverside County = \$39.0 M	\$59.1 M	2.3%
TOTALS	\$2,556.9 M	100.0%

*Includes costs for Specialized Transit in Coachella Valley

Financial Resources

Transportation revenues come from various federal, state, and local sources. Approximately \$1,659.5 million is estimated to be available over the next 10 years to maintain and expand our transit and rideshare system. Much of this funding is generated from ¼ gas tax, Transportation Development Act Funds at \$741.7 million. Also, locally generated is \$194 million through the one half-cent voter initiative, Measure “A”. This and other local sources of revenue such as passenger fares, advertising revenue, and Transportation Uniform Mitigation Fees account for \$457 million – over 38% percent of our total available funding. The remaining 62% percent of transportation funds includes \$264 million of federal and \$741.7 million in State transportation funds.

Table 5

Estimated Revenue Sources* (2009-2019)

Subregions	Federal	TUMF	TDA	Measure A	TOTALS
Coachella Valley					
Bus Transit	\$33.0 M	N/A	\$159 M	\$64 M	\$259 M
Specialized Transit	\$3.0 M	N/A			
Commuter Rail	N/A	N/A	N/A	N/A	N/A
Commuter Assistance Program	N/A	N/A	N/A	N/A	N/A
<i>Subtotal Coachella Valley</i>	<i>\$36.0 M</i>	<i>N/A</i>	<i>\$159 M</i>	<i>\$64 M</i>	<i>\$259 M</i>
Palo Verde Valley					
Bus Transit	Discretionary only	N/A	\$11.5 M	N/A	\$11.5 M
Specialized Transit			N/A		N/A
Commuter Rail			N/A		N/A
Commuter Assistance Program			N/A		N/A
<i>Subtotal Palo Verde Valley</i>	<i>N/A</i>	<i>N/A</i>	<i>\$8.7 M</i>	<i>N/A</i>	<i>\$11.5 M</i>
Western Riverside County					
Bus Transit	\$137.0 M	\$30 M	\$448 M	\$17 M	\$670 M
Specialized Transit	\$10.0 M	N/A		\$28 M	
Commuter Rail	\$81.0 M	N/A	\$126 M	\$68 M	\$275 M
Commuter Assistance Program	Discretionary only	N/A	N/A	\$17 M	\$17 M
<i>Subtotal Western Riverside County</i>	<i>\$228 M</i>	<i>\$30 M</i>	<i>\$574 M</i>	<i>\$130 M</i>	<i>\$962 M</i>
GRAND TOTALS					
Riverside County**	\$264 M	\$30 M	\$741.7 M	\$194 M	\$1,232.5 M

*Net of \$427 M in Farebox Revenues (\$78 M Coachella Valley, \$1.8 M Palo Verde Valley, & \$348 M Western Riverside County)

**Estimates do not include discretionary funds (i.e. New Starts/Small Starts, STIP, CMAQ, STP, and other discretionary state and federal funds)

Local solutions through Measure A

Recognizing the uncertainty of state and federal funds, many counties across California, including Riverside County asked voters to approve local sales taxes with specific purpose of funding transportation projects and services. Many such measures passed and have become a significant source of funds for roadway, highway, and transit projects, allowing local residents to better control their own transportation destiny.

Measure "A" allocates all sales tax revenues to specific Riverside County transportation improvement projects in three major areas-freeways, roadways, and transit. The Measure specifically identifies by apportionment area and purpose:

Coachella Valley – Bus Transit. Since the only transit operator in Coachella Valley is SunLine, it is assumed that these funds are distributed to this agency.

Western Riverside County – Commuter Assistance Program. Measure "A" created this program and it is administered by RCTC and is presumed to continue to be administered by RCTC.

Western Riverside County – Specialized Transit. These funds are administered by RCTC and made available to all Western Riverside County transit operators and non-

profit, community-based organizations to address transportation needs of Seniors and the disabled.

Western Riverside County – Commuter Express Bus. Newly included in the 2009 Measure “A”, these funds are available to support express buses that connect to Metrolink Stations in Riverside County. These supplemental funds will be distributed to the transit operators who provide these services.

Note: Measure “A” does not specify funds for transit in Palo Verde Valley.

Table 6		Recommended Measure A (2009-2019)		
Roadmap Initiatives	Coachella Valley	Palo Verde	WRC	TOTALS
Bus Transit				
Improve Quality of Local Bus Service	\$63 M	N/A	N/A	\$80 M
Increase Express Bus Service		N/A	\$17 M	
Introduce Bus Rapid Transit		N/A		
Specialized Transit				
Improve Choices for Seniors & Disabled while Reducing Rising Dial-A-Ride Costs	* (included in above)	N/A	\$28 M	\$28 M
Commuter Rail				
Expand Metrolink Service	N/A	N/A	\$68 M	\$68 M
Commuter Assistance Program				
Expand the Carpool Lane System	N/A	N/A	\$17 M	\$17 M
Improve Traffic Flow Through IT	N/A	N/A		
Promote Alternatives to Driving Alone	N/A	N/A		
All Modes and Programs				
Link Growth w/Transp. Ctrs & Facilities	N/A	N/A	N/A	N/A
Greenhouse Gas Emission Reduction	* (included in above)	N/A	* (included in above)	*
Measure A (2009-2019) Ord. TOTALS	\$63 M	N/A	\$130 M	\$193 M

Table 7		Cost-Effectiveness (2009-2019)	
Roadmap Initiatives	Ridership	Passenger Miles (PM)	
Bus Transit			
<i>Improve Quality of Local Bus Service</i> Coachella Valley = 46.9 M Palo Verde Valley = 0.9 M Western Riverside County = 113.6 M	217.7 M	1.0 B	
<i>Increase Express Bus Service</i> <i>Introduce Bus Rapid Transit</i> Coachella Valley = 36.9 M Palo Verde Valley = 0.2 M Western Riverside County = 27.5 M	64.6 M	475.6 M	

Specialized Transit (Western Riverside County Only)		
<i>Improve Choices for Seniors & Disabled while Reducing Rising Dial-A-Ride Costs</i>	58.3 M	233.3 M
Commuter Rail (Western Riverside County Only)		
<i>Existing Metrolink Service</i>	62.5 M	2.0 B
<i>Expand Metrolink Service</i>	10.5 M	81.8 M
Commuter Assistance Program (Western Riverside County Only)		
<i>Expand the Carpool Lane System Improve Traffic Flow Through IT Promote Alternatives to Driving Alone</i>	17.6 M	468.2 M
All Modes and Programs		
<i>Link Growth with Transportation Centers/Facilities</i>	These stats are included in categories above.	
TOTALS	431.2 M	4,258.9 M

Measuring the Benefits

With the Transit Vision, RCTC charts a course for mobility for the next 10 years, and establish milestones that allow us to measure progress and refine strategies along the way. Use of public transit and rideshare helps to improve congestion and air quality and decrease energy consumption.

Performance Metric: Improve Mobility

Every resident, worker, and visitor needs the ability to travel an integrated and seamless Riverside County transportation network safely and with minimal congestion. Mobility is the ultimate purpose of Riverside County's transportation system and Measure "A". Improving mobility is the cornerstone of the Vision Plan, and its primary goal.

Objectives

- Offer safe and reliable choices
- Provide an accessible transportation network
- Minimize congestion
- Develop an integrated transportation network

We accomplish the goal and objectives by:

- Investing in many modes, such as buses and vans, BRT, commuter rail, and bikeways
- Making transit more efficient, by transitioning high ridership bus lines to BRT, or limited stop service, and using express buses on the carpool lane network;
- Expanding Metrolink to provide a fast, reliable transit backbone within Riverside County
- Informing people of available services and their respective travel time reliability using new technology; and
- Continuing integrated transportation solutions, such as coordinating CommuterLink and Metrolink schedules, universal fare system, and expanding transit centers that serve multiple modes of transportation.

How do we measure progress?

If we can maintain or reduce the average time it takes someone to get to their destination – whether traveling by automobile or transit – then we are making progress. For automobiles, travel time is typically measured by freeway peak speeds, non-freeway travel speeds, and average trip length. In certain instances, the funding source mandates specific measurements such as a farebox recovery ratio of 20 percent. All transit programs will continue to be analyzed using the Commission adopted Productivity Improvement Program in order to measure cost-effectiveness and productivity. In addition, the Commuter Assistance Program has established key performance indicators to measure performance.

Performance Metric: Protect our transportation resources

Riverside County residents have invested in building transportation systems. Protecting our transportation resources by maintaining this system, and finding cost effective solutions to improve its efficiency, is a key goal of the Vision Plan.

Objectives

- Use the existing transportation network efficiently
- Maintain our infrastructure
- Promote cost effective and multi-modal solutions
- Explore creative solutions

We accomplish this goal and objectives by:

- Expanding Metrolink service within Riverside County;
- Supporting continued state funding for freeway maintenance;
- Funding/supporting projects that incorporate innovative technology and integrate between modes;
- Ensuring that we get our fair share of state and federal dollars for transportation; and
- To the extent possible pursue private sector funding and public/private partnerships in order to better supplement and leverage state and federal transportation dollars.

How do we measure progress?

Growth of projects that maximize and maintain the existing system will be evidence of progress in protecting our resources, such as expansion of signal synchronization and adequate maintenance for optimal operation along major travel routes, or added Metrolink services on Riverside County's three rail lines. Additionally, we will see local dollars designated for pavement maintenance and new local funds to match state and federal dollars.

Performance Metric: Enhance the quality of life

Not only is mobility integral to quality of life, but the actions of improving mobility have a ripple effect on issues such as job creation, better goods movement, and community enhancement. Therefore, enhancing the quality of life in Riverside County is an important goal of the Vision Plan.

Objectives

- Promote coordinated transportation and land use planning
- Minimize community impacts
- Support economic growth
- Protect the environment by reducing greenhouse gas emissions

We accomplish this goal and objectives by:

- Working together with key stakeholders such as the public, cities, the County of Riverside, state and federal agencies, transportation partners, planning organizations, and special interest groups;
- Mitigating project impacts where possible;
- Supporting transportation enhancements such as landscaping.

Critical Success Factors

Successful implementation of the Transit Vision relies on the Commission and the eight transit operators in Riverside County. Implementation of the COA's for both RTA and SunLine are also key. Major barriers to further transit system development & higher transit use include an auto-oriented urban structure, inadequate level of service & a lack of geographic coverage (or insufficient destinations).⁷ A significant issue that challenges increased transit use is the coordination of land use and transit.

Some developments make it difficult for transit operators to design effective service leaving potential passengers with little choice but to use an automobile for access to goods and services. Other developments are designed in a way that transit can serve easily, providing effective transportation for a variety of populations and destinations. Considering transit accessibility when making land use decisions can improve the transportation alternatives available to people and increase transit ridership.

Initiatives that can be undertaken to increase the coordination between transit and land use include:

- Initiate cooperative creation of model zoning and local ordinances to facilitate transit oriented development and land use;
- Promote inclusion of transit agencies in land use planning from development of master plans to site plan review;
- Partner local communities with transit operators to make investment choices and policy decisions which encourage, support, and integrate transit services with development, improve access, and thereby increase the use of transit.

Conclusion

By implementing the Vision Plan, RCTC achieves the five fundamental goals: increasing coordination with the transit and rideshare community, removing barriers to transit use, provide efficient and effective transit and rideshare service, ensure adequate funding, and promote energy efficiency. The projects and services in the Vision Plan offer

⁷ State of the Region 2006, SCAG, page 93

residents and workers safe and reliable transportation choices, and greater accessibility because of increased service and improved system-wide efficiency. The Transit Vision also includes considerable investment in maintaining our transportation networks.

Public transit and rideshare will continue to play a vital role in meeting the mobility challenges of Riverside County citizens. Initiatives included in the Transit Vision will complement RCTC's overall 10-year Delivery Plan for Measure "A".

Collectively, the projects in the Transit Vision will minimize increases in congestion and travel time. The goal is to promote mobility and economic growth while minimizing community and environmental impacts. As the elements of the Transit Vision become reality, each project- whether a new bus line, rail car, coordinated signal, carpool lane, or pavement repair project – will contribute to our quality of life and help make Riverside County a great place to live, work, and visit.

To support the Transit Vision, the recommendation is for the Commission to:

- 1) Continue the existing funding formula for the Transportation Development Act (TDA) funds [Local Transportation Funds (LTF) and State Transit Assistance Funds (STA)]:
Coachella Valley – 100% Public Bus Operator;
Palo Verde Valley – 100% Public Bus Operator (subject to the statutory “unmet needs hearing”);
Western Riverside County – 78% Public Bus and 22% Commuter Rail Operator;
- 2) Establish a funding formula for the Western Riverside County “Public Transit Account” of Measure A Ordinance No. 02-001:
Allocate the Commuter Rail and Intercity Bus Service funds – 80% Commuter Rail and 20% Western Riverside County Public Bus Operators;
Allocate 25% of Western Riverside County Specialized Transit funds to the Riverside Transit Agency as the Consolidated Transportation Service Agency for Western Riverside County; and
- 3) Approve a timeline for the TDA and Measure A funding formulas to be reviewed in FY2018/19 with proposed changes to be implemented in FY2020/21.

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	October 9, 2013
TO:	Riverside County Transportation Commission
FROM:	Eastern Riverside County Programs and Projects Committee Sheldon Peterson, Rail Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Rail Service Through the Pass Area to the Coachella Valley

EASTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission:

- 1) Approve the Memorandum of Understanding (MOU) No. 14-25-034-00 between the Commission and the Coachella Valley Association of Governments (CVAG) whereby the Commission shall establish and administer the Coachella Valley Rail fund;
- 2) Authorize the Chair, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize staff to set aside Transportation Development Act (TDA) State Transit Assistance (STA) funding to be utilized specifically for the Coachella Valley in support of the rail program at specified multi-year levels;
- 4) Approve a bus/rail funding split and the terms and conditions;
- 5) Approve an amendment to the Commission's Commuter Rail Short Range Transit Plan (SRTP) to set aside \$4.2 million of Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds to initiate Coachella Valley Rail through the Pass Area;
- 6) Authorize staff to seek approval to apply for a letter of no prejudice (LONP) for Proposition 1B funds to allow the Commission to expend local funds prior to the state bond sale and disbursement;
- 7) Authorize staff to establish a Coachella Valley Rail specific SRTP and establish a separate funding and accounting process at the Commission;
- 8) Authorize the Executive Director to execute a letter of understanding with Caltrans in support of project development;
- 9) Adopt Resolution No. 13-042, "*Resolution of Support to Establish Daily Intercity Rail Service from Los Angeles to the Coachella Valley via the Pass Area*"; and
- 10) Receive an update on next steps for Coachella Valley Rail project development, including the service development plan, alternatives analysis, and discussion on potential for future environmental analysis.

CVAG MOU and TDA Funding

At its September 30, 2013 meeting, the CVAG Executive Committee approved a MOU between the Commission and CVAG to establish a funding split of Coachella Valley TDA funds. All of these TDA funds are currently allocated to SunLine Transit Agency (SunLine), and the intent is to allocate 10 percent of the STA discretionary portion of the TDA funds, using a phased-in approach, in order to support a Coachella Valley Rail program. The intent of the MOU is to allow the Commission to set aside those TDA funds into a Coachella Valley Rail fund to be used only for capital costs to improve stations, staff support, as well as funding for technical studies. This funding split is to be effective beginning in FY 2014/15 using a proposed phased approach, as follows:

Fiscal Year	Coachella Valley Rail Funding
FY 2014/15	5 percent of the STA portion of the TDA funds
FY 2015/16	7 percent of the STA portion of the TDA funds
FY 2016/17 and annually thereafter	10 percent of the STA portion of the TDA funds

In FY 2013/14, 10 percent of Coachella Valley STA portion of the TDA funds is estimated at approximately \$1.2 million.

TDA funds are utilized on a wide variety of transportation programs throughout the state including Riverside County. These activities include planning and programming activities, pedestrian and bicycle facilities, community transit services, public transportation, and bus and rail projects. As an example, in Western Riverside County these funds are split, with 78 percent of the Local Transportation Fund and discretionary STA portions of the TDA funds directed to bus transit services and the remaining 22 percent to passenger rail transit.

In the Coachella Valley, no TDA funds are currently set aside for a passenger rail program. However, an argument can be made that technical work needs to continue on development of the Los Angeles to Coachella Valley corridor in the state rail plan. This work will demonstrate the Coachella Valley's commitment toward implementing a robust rail program and thereby serve as a lever to unlock federal and state sources of funding and other support for necessary environmental work, as well as future operations funding.

SunLine is the only designated public transit operator in the Coachella Valley currently authorized by the state to receive these funds. Accordingly, the establishment of the Coachella Valley bus/rail split will have an impact on bus transit operations. The phased-in approach recommended by staff is intended to provide SunLine with lead time in order to mitigate any potential budgetary impacts.

It should be recognized the STA portion of the Coachella Valley funds to be allocated for rail purposes are now used to fund a wide variety of capital improvement projects at SunLine, including the financing of fleet replacement activities. While not an immediate need, prudent planning requires fleet replacement be considered years in advance to accumulate cash

reserves to finance the purchase of heavy duty buses, light duty ADA vehicles, and necessary support vehicles. SunLine’s fleet plan will need \$3.5 million per year in order to finance fleet replacement vehicles and those necessary for service expansion through 2030. SunLine has been involved in the development of this plan and is working in partnership with the Commission and CVAG in order to promote close coordination of bus and rail needs so that both programs operate successfully.

The MOU with CVAG will support a Coachella Valley Rail fund. These funds would be internally maintained at the Commission in a separate account while expenditures would be authorized by CVAG’s Executive Committee. This would be similar to current arrangements for the Coachella Valley Highway and Regional Arterial program where the Commission acts as a fiscal agent pursuant to Measure A, but actual expenditures are authorized by CVAG in accordance with its Transportation Project Prioritization Study. CVAG Executive Committee decisions regarding the Coachella Valley Rail fund would only impact passenger rail projects to occur within the Coachella Valley. The Coachella Valley Rail fund would initially be used to improve stations with projects that have independent utility, provide funding for technical studies, and limited project management staff support.

Commuter Rail Short Rail Transit Plan Amendments/Proposition 1B Authority

The Commission’s SRTP includes goals for the Commission’s Regional Commuter Rail program and provides detailed information about existing services and facilities, financial forecasts and plans, as well as planned and proposed improvements to be implemented. The Commission oversees transit service in Riverside County primarily through the approval of SRTPs that detail the operating and capital costs planned for transit services. Each operator adopts such a plan and then provides data to the Commission on performance. As SRTPs are based upon estimates of future projects, it is necessary to subsequently amend these documents upon completion or changes to specified projects and circumstances. The Commuter Rail program is thus requesting amendments to its FY 2013/14 Commuter Rail SRTP in order to use state grant funds to preserve local funds.

Staff recommends amending the FY 2013/14 SRTP to allocate the total of unobligated FYs 2010/11 – 2012/13 PTMISEA funds of \$4.2 million to the Coachella Valley Passenger Rail project.

Funding	Year	From	To	Amount
Proposition 1B PTMISEA	FY 2010/11 – 2012/13	Unobligated	Coachella Valley Passenger Rail Project	\$4,200,000

In addition, staff seeks Commission approval to request a LONP for the Proposition 1B funds from the state in order to allow the project to move forward using local Commission funds to initiate work if the state grant funds are delayed. This ensures the Commission will eventually receive the state funding in the future.

Coachella Valley Rail Short Rail Transit Plan and Funding Authority

Transit operators and programs are required to develop SRTPs to identify service plans, capital and operating expenditures, and funding plans for each year. As the project development continues for the Coachella Valley rail service, it is important to establish the program as a unique transportation project that will have its own SRTP and funding program. The Commission's rail staff will develop and update the SRTP annually to bring forward funding and expenditure plans to the Commission for approval. In addition, individual project codes will be established in the Commission's financial system for this program to provide ultimate transparency and clarity in the accumulation and use of Coachella Valley Rail funds. Staff is requesting Commission approval to establish the SRTP and acknowledge the funding program so that clear project reporting will be made available.

Coachella Valley Rail Caltrans Letter of Understanding

As with any major transportation project, there is the need for a strong network of partners. Commission staff has not only been working closely with CVAG but also with Caltrans and the Federal Railroad Administration (FRA). Historically on other corridors, Caltrans has been the project lead and, for this project, it has already initiated an initial planning study and the ongoing commitment to keep the project clearly represented in the state rail plan. Through several planning meetings, it has been determined the best approach going forward would be for the Commission to take a leadership role in the next round of service planning with the close support of Caltrans and FRA. As part of these discussions, Caltrans generously volunteered to use its own resources and contract authority to implement and complete the ridership modeling portion of the service development plan. This model is the only Caltrans and Federal Transit Administration approved ridership model and was developed by AECOM and Amtrak for intercity rail ridership projections using 30-mile station catchment zones. The Commission and Caltrans would like to enter into a letter of understanding that clarifies the respective roles and responsibilities of each agency during the project development phase of this project. Staff is seeking Commission approval to allow the Executive Director to complete negotiations and enter into a letter of understanding with Caltrans.

Coachella Valley Rail Resolution

As the Commission has done for many critical projects in the past, staff is proposing Resolution No. 13-042, "*Resolution of Support to Establish Daily Intercity Rail Service from Los Angeles to the Coachella Valley via the Pass Area*", be adopted. This effort will formalize the support and commitment of the Commission to continue to pursue the passenger rail program that will provide service to the Coachella Valley and Pass Area communities.

Project Description and How it Builds on Past Efforts

Providing some form of passenger rail service to the Coachella Valley has been a long-standing priority for the area for more than two decades with the first studies completed in the early

1990's. Additional studies have been performed over time with one of the more recent efforts completed in April 2010. This study was completed through coordination by CVAG, the Commission, and Schiermeyer Consulting Services and adopted by the CVAG Executive Committee on October 25, 2010. On November 10, 2010 the Commission reaffirmed its formal support for implementation and expansion of intercity Amtrak rail service to the Coachella Valley and directed staff to coordinate with CVAG and local communities to advocate for the service. To follow up on that effort the Commission adopted a formal Resolution No. 11-001 in support of Amtrak's plan to run the Sunset Limited daily through the Coachella Valley.

In May 2013 the state of California Division of Rail (Caltrans) completed the first phase of a planning study and initial alternatives analysis for the rail corridor. This planning study was very supportive of the potential for a viable service, and future studies can expand on this by determining ridership demand and better cost estimates. Caltrans also included an updated project description and analysis of the Coachella Valley service in the latest state rail plan, which was approved on September 5, 2013 by the State Transportation Agency. The next update will take place in 2017.



As the result of past studies from both CVAG and the Commission, it was determined that using state-supported intercity trains presents the best alternative for developing service along the corridor. The 141-mile trip between Los Angeles and the Coachella Valley would cross four counties. Stops and station locations are yet to be determined. Due to the trip length and time of approximately three hours, Amtrak-style service with larger seats and food service would be more appealing to the riders. In addition, the service would operate over Union Pacific and BNSF tracks and, in general, Amtrak has a greater ability to initiate service over freight railroads based on a national agreement. The initial service plan would be for two daily round trips along the corridor. The next round of studies will look at various track alignments, routes, station alternatives and determine ridership forecasts. The primary effort for this will be the initiation of a service development plan.

Next Steps: Service Development Plan

The true success of this effort will be to develop comprehensive and convincing planning documents that will allow Coachella Valley rail to compete for limited state and federal rail funds. The project purpose and need will have to be compelling and the ridership potential thoroughly demonstrated. The FRA staff already made it very clear that several rail alignments and alternatives must be studied and compared in order for the project to be viable. In the July 1, 2010 Federal Register notice on High-Speed Intercity Passenger Rail (HSIPR) program, it clearly outlines the planning process needed to be eligible to for HSIPR Funds. This process identifies the need for a service development plan (SDP) with the following requirements:

- Clearly demonstrate the purpose and need;
- Analyze alternatives for the proposed passenger rail service;
- Identify the alternative that best meets the purpose and need;
- Identify the discrete capital projects required; and
- Demonstrate the operational and financial feasibility.

Both Caltrans and FRA have been working to either develop or approve these SDP’s for various corridors across the state and country and offered some very helpful suggestions on how the Commission can best conduct this planning effort. The following phase that can take place either after or parallel to the SDP process is the need for National Environmental Policy Act (NEPA) documentation with either an environmental assessment or an environmental impact statement. The intent is for Commission staff to initiate a Request for Proposal to hire a highly qualified consulting firm capable of conducting both the SDP and potentially the NEPA documentation in order expedite project development. As with any procurement process the final selection and approval will be brought back to the Commission in early 2014.

Financial Information						
In Fiscal Year Budget:	No	Years:	FY 2013/14	Amount:	\$4,200,000 revenues \$100,000 expenditures	
Source of Funds:	Proposition 1B PTMISEA			Budget Adjustment:	Yes	
GLA No.:	245-25-41501	\$	4,200,000	State revenues		
	245-25-81501	\$	100,000	Special studies expenditures		
Fiscal Procedures Approved:		<i>Alicia Trevino</i>			Date:	10/01/2013

Attachments:

- 1) CVAG/RCTC MOU
- 2) Draft Caltrans Letter of Understanding
- 3) Resolution No. 13-042

**Memorandum of Understanding
between the
Riverside County Transportation Commission
and the
Coachella Valley Association of Governments**

This **Memorandum of Understanding** (MOU), entered into effect on _____, 2013 between the Riverside County Transportation Commission (RCTC) and the Coachella Valley Association of Governments (CVAG) outlines the general responsibilities of each agency and to establish a relationship between RCTC and CVAG to guide coordination regarding future passenger rail service to the Coachella Valley. This service is part of a larger, corridor-wide effort to improve rail transportation in the Southern California region and studies may be required to demonstrate need and viability for service from the Coachella Valley to both Los Angeles and Phoenix. The MOU will act as a guideline for RCTC and CVAG, and is not intended to supplant any of the responsibilities of the parties under other agreements between the parties or applicable state or federal laws. This MOU constitutes a guide to the intentions and strategies of the parties involved and is not a legally binding contract.

Whereas, RCTC funds and administers, in conjunction with other regional partners, a rail program in Western Riverside County, and;

Whereas, RCTC employs staff with rail funding and programming expertise, and;

Whereas, RCTC is authorized by State law to receive and distribute Transit Development Act (TDA) funds for transit and transit related uses in Riverside County, and;

Whereas, RCTC enjoys a long-standing financial partnership with CVAG regarding the portion of the Measure A one-quarter percent State sales tax funds dedicated to Coachella Valley State Highways and Major Regional Road Projects administered by CVAG, and;

Whereas, on April 29, 2013, the CVAG Executive Committee established a 90% Bus Transit/ 10% Passenger Rail Services Split Policy for Coachella Valley TDA funds which would be progressively phased in over a 3-year term, and;

Whereas, RCTC agrees to distribute and utilize the TDA portion of the Coachella Valley Passenger Rail Funds consistent with the directions of the CVAG Executive Committee, or its designee, the CVAG Executive Director, with input from the CVAG Transportation Committee and in compliance with TDA law specifically for and within the Coachella Valley, and;

Whereas, CVAG wishes to establish a similar relationship through this Memorandum of Understanding whereby RCTC will receive and maintain a specific percentage of Transit Development Act funds otherwise authorized to be released for use in the Coachella Valley along with other potential funding sources, such as Proposition 1B monies, Federal Railroad Association monies, and other state and federal grant monies that may become available to RCTC for this purpose, which, jointly together, shall be defined as a distinct Coachella Valley Passenger Rail Fund, and;

Whereas, RCTC's Coachella Valley passenger rail activities are corridor based and may include geographic regions outside of the Coachella Valley in order to determine ridership and revenue feasibility, and;

Whereas, on March 29, 1999, the CVAG Executive Committee authorized formation of the Coachella Valley Intermodal Transportation Authority and adopted Bylaws under authority of SB 459.

Now, therefore, it is agreed by this Memorandum of Understanding;

To allow RCTC to establish the Coachella Valley Passenger Rail Fund by making available and utilizing \$4.2 million in Rail Proposition 1B Public Transportation Modernization Improvement and Service Enhancement Account Program funds, or similar funding sources and amounts, as initial start up funding, and;

Based on the needs of the project Proposition 1B funds have will be used along with Coachella Valley TDA funds for further development and operations of the Coachella Valley Passenger Rail Service. Coachella Valley TDA funds will be made available and used after the capital, operations and fun reserve needs of SunLine Transit Agency are clearly identified, and;

That the 90% bus/ 10% rail split of TDA funding and timing of available funds may be periodically modified by the CVAG Executive Committee and associated provisions of the MOU would be automatically adjusted, and;

To allow RCTC, in consultation with CVAG and SunLine Transit Agency, to direct funds from either the State Transit Assistance (STA) portion or the Local Transportation Fund (LTF) portion of the TDA funds into the Coachella Valley Passenger Rail Fund, however, it is assumed that a majority of such funds will be derived from the STA portion of the TDA funds, and;

To allow RCTC to fund, with the approval and consultation of CVAG's Executive Committee, or designee, the CVAG Executive Director, Station Development or other studies, provide capital funding for approved stations, provide funding to support operations and related services, and;

To allow RCTC to charge the Coachella Valley Passenger Rail Fund for staff time and overhead in an amount not to exceed 10% of any individual project costs. Any amount above 10% shall require prior approval by CVAG. Consultants and contractors retained by RCTC expressly for work on the Coachella Valley Rail Project shall be billed to the Rail Fund at 100% of contractual value and/or actual incurred expense, and;

RCTC will regularly track revenues and expenses of the Coachella Valley Passenger Rail Fund and provide at least annual reports to CVAG on the status of the Fund, and;

If so determined by the CVAG Executive Committee, CVAG agrees to sponsor legislation seeking to modify the Coachella Valley Intermodal Transportation Authority Act, as adopted by CVAG on March 29, 1999, to allow the Intermodal Authority to be recognized under TDA law to directly receive TDA funding and to clarify, by language satisfactory to SunLine Transit Agency, that the Authority was not established to operate a bus transit service in the Coachella Valley. RCTC will act in a support role as necessary. CVAG will propose modifying

language and RCTC staff and/ or lobbyists, on RCTC approval, will attempt the implementation of those changes.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the date first written above:

ATTEST:

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Jennifer Harmon
Clerk of the Board

By: _____
Karen Spiegel
Chair

ATTEST:

CVAG

By: _____
Tom Kirk
Executive Director

By: _____
Don Adolph
Chair

September 19, 2013

-DRAFT-

Mr. William D Bronte
 Ms. Katie Benouar
 California Department of Transportation
 1120 N Street
 Sacramento, CA 95814

Subject: Mutual support for the development of the Coachella Valley Rail Corridor Service Development Planning Study.

Dear Mr. Bronte and Ms. Benouar:

This correspondence is intended to set forth the mutual understanding between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public entity within the State of California (Commission), and the CALIFORNIA DEPARTMENT OF TRANSPORTATION, a public entity within the State of California (Caltrans) regarding their roles to develop the Coachella Valley Rail Corridor Service Development Planning Study. The Commission is taking the lead on the implementation of a Service Development Planning Study (Study) to deliver rail service in the Coachella Valley Rail Corridor. This Study is intended to be a planning exercise which shall define and analyze several service options which include analysis of: rail capacity, land-use, capital improvements and costs, environmental impacts, operations and maintenance (O&M) costs, and ridership and revenue forecasts. The Commission and Caltrans intend to collaboratively review the work product resulting from the Study. The Commission will fund the Study at its own expense. Caltrans will provide the ridership and revenue modeling component of the Study using the Caltrans/Amtrak intercity rail model. Neither the Commission nor Caltrans shall incur any financial obligation to the other as a result of this effort.

Caltrans will:

- provide guidance for the Study, including project scope and document review, so that the Study is more likely to satisfy Caltrans and FRA expectations;
- support the planning effort by providing the ridership and revenue modeling component of the Study;
- participate in Study related meetings as needed; and
- meet with the Commission to discuss options for future operating and capital state and federal funding for the Coachella Valley service.

The Commission will:

- conduct the Coachella Valley Rail planning development, including issuing an RFP, providing project management and funding the Study;
- coordinate the planning effort with Caltrans, FRA, and other state and local partners;
- provide to Caltrans travel demand, population information, stations and service plans, and any other input needed for ridership and revenue modeling;
- share draft study documents with Caltrans for review and comments prior to documents being finalized;

- provide final documents to Caltrans; and
- identify and manage local funding to be used as match for future state and federal funding.

Your signature below confirms that this letter accurately reflects the roles and responsibilities for the Coachella Valley Rail Corridor Service Development Planning Study between our organizations.

Sincerely,

Anne Mayer, Executive Director
RIVERSIDE COUNTY TRANSPORTATION COMMISSION

I have read the above letter and by signing below I confirm that this letter accurately reflects the roles and responsibilities for the Coachella Valley Rail Corridor Service Development Planning Study between our organizations.

Date_____

Date_____

William D Bronte, Chief
Division of Rail
California Department of Transportation

Katie Benouar, Chief
Division of Transportation Planning
California Department of Transportation

RESOLUTION No. 13-042**RESOLUTION OF SUPPORT TO ESTABLISH DAILY INTERCITY RAIL SERVICE FROM
LOS ANGELES TO THE COACHELLA VALLEY VIA THE PASS AREA**

WHEREAS new regional intercity passenger rail service to the Coachella Valley will ease congestion on local roads and freeways, providing new economic opportunity, improving mobility and the quality of life in the Inland Empire; and

WHEREAS Amtrak currently runs the Sunset Limited train three days a week with service between Los Angeles and Coachella Valley in Riverside County at inconvenient schedules; and

WHEREAS there are limited public transit options exist between Coachella Valley and Los Angeles; and

WHEREAS the need for daily convenient intercity passenger rail service is growing as an environmental friendly alternate to the I-10 freeway; and

WHEREAS the Coachella Valley and the Pass Area are experiencing rapid population growth and demand on this route will continue to increase; and

WHEREAS there is strong local support to establish new intercity rail passenger service in the Coachella Valley and the Pass Area; and

WHEREAS Coachella Valley Association of Governments approved establishing a dedicated source of initial funding for the project; and

WHEREAS Caltrans Division of Rail has included the Coachella Rail Service as a proposed corridor in the latest revision of the State Rail Plan; and

WHEREAS Caltrans Division of Rail completed a Planning Study, which serves as the alternatives analysis which demonstrates significant justification for the project including ridership potential and populations served; and

WHEREAS the development of a full Service Development Plan and initial Environmental Documents in coordination with Caltrans Division of Rail and the Federal Railroad Administration is the next step in making the project eligible for federal transportation funds; and

WHEREAS new service to the Coachella Valley could use the Burlington Northern Santa Fe (BNSF) Route between Los Angeles and Colton, the Union Pacific route from Colton to Indio, and LA Metro owned tracks into LA Union Station; and

WHEREAS the implementation of this service will require the cooperation of Union Pacific, BNSF and LA Metro to operate the trains over the host railroads; and

NOW, THEREFORE BE IT RESOLVED that the Riverside County Transportation Commission does hereby support the establishment of Daily Intercity Rail Service from Los Angeles to the Coachella Valley via the Pass Area; and

BE IT FURTHER RESOLVED that the Riverside County Transportation Commission will actively oversee the completion of the Service Development Plan to directly facilitate progress towards daily rail service.

AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	February 20, 2025
TO:	Riverside County Transportation Commission
FROM:	Interstate 15 Ad Hoc Committee David Thomas, Toll Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Interstate 15 Express Lanes Project – Southern Extension Release of Request for Qualifications for Progressive Design Build Phase 1 Contract

INTERSTATE 15 AD HOC COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Authorize the progressive design build procurement by approving the release of the request for qualifications (RFQ) to prospective proposers to perform preliminary engineering and cost estimation (PDB Phase 1) for the Interstate 15 (I-15) Express Lanes Project - Southern Extension (ELPSE).

BACKGROUND INFORMATION:

The scope of the I-15 ELPSE is to add two express lanes in each direction on I-15 from Cajalco Road to State Route 74 (Central Avenue). See Figure 1 below for a project location map. The I-15 ELPSE meets a Measure A commitment and is identified in the Commission adopted 2019- 2029 Highway Delivery Plan.

Currently, the I-15 ELPSE is in the project approval/environmental document (PA/ED) phase with an ED that is anticipated to be an environmental impact report/environmental assessment (EIR/EA). The current schedule projects the EIR/EA will be completed in the fall of 2025.

Updated cost estimates and recent financial feasibility analysis determined the I-15 ELPSE would require implementation in segments as full project funding is not currently available. It is intended to perform both final engineering and construction of the I-15 ELPSE in an integrated fashion utilizing a progressive design-build (PDB) contract in accordance with Senate Bill 617. PDB is an emerging project delivery tool that allows the flexibility to award the design and construction to a single contractor entity to develop the project in segments as funding becomes available. Preliminary financial analysis indicates that funding could be made available for an initial operating segment.

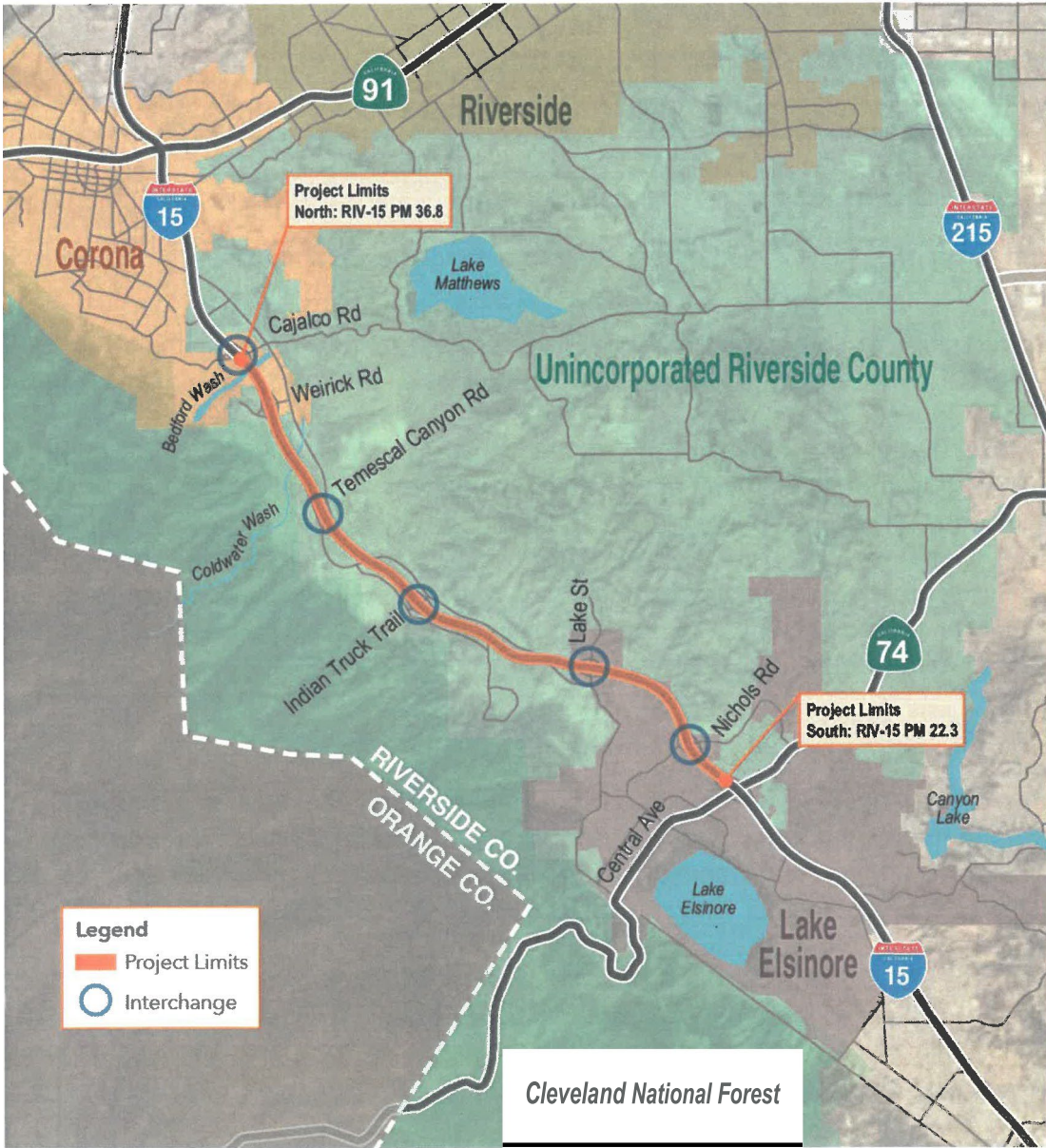


Figure 1: Project Location Map

DISCUSSION:

Progressive Design Build Overview

The PDB project delivery approach is a phased, or progressive process, whereas the design-builder is selected based upon a qualifications-based procurement process. The PDB contract is then implemented in two distinct phases through a single contract. The first phase, commonly referred to as the preconstruction phase, or simply Phase 1, advances preliminary engineering work collaboratively between the Commission and the contractor. During Phase 1 the parties use an open-book cost estimating approach to negotiate the scope and cost for the project, and if a cost agreement is reached a design-build contract is entered into and the project progresses into Phase 2 to perform final design and construction.

In the event a price agreement cannot be reached between the parties for the Phase 2 work, an 'off-ramp' option can be taken by the Commission with one or more of the following actions:

1. Amend the Phase 1 contract for the PDB contractor to perform the final design or issue a new contract to the designer to complete the design.
2. Commence a new procurement for final design and bid out a construction contract using the traditional design-bid-build delivery.
3. Re-advertise and commence a best value design-build (DB) procurement for a new design-builder.

The Commission has statutory authority under SB 617 to implement PDB delivery utilizing a qualification-based selection.

Progressive Design Build Benefits

Using PDB delivery for this project would provide opportunities to streamline project completion and provide a quality, cost-effective project. Staff expects the following benefits by using PDB delivery and working collaboratively with the design-build contractor:

- Use real-time cost estimating to improve the accuracy of construction costs to align with the expected funding availability;
- Mitigate and allocate risk in a cost-effective manner;
- Identify early work package opportunities to accelerate completion of the project;
- Explore other ways to reduce cost or accelerate schedule;
- Improve teamwork between the Commission's delivery team, Caltrans, and the design-builder to address past design-build challenges and incorporate lessons learned.

One of the primary reasons owners choose the PDB approach is it provides a higher level of owner input into key design and project development decisions to refine what typically is an unknown scope. In the case of the ELSPE, the unknown scope is not '*what will be built*' but rather '*how much can be built*' limited by available funding. It is this flexibility of

the PDB approach that allows the Commission to advance the project in segments to match the available funding.

Progressive Design Build Procurement

The Commission’s procurement team will be implementing a two-step qualification-based selection process intended to meet the objective of selecting the most qualified PDB Contractor.

The first step of the procurement (Step 1) is issuance of an RFQ intended to solicit qualification-focused information from interested parties in the form of an initial Statement of Qualifications (SOQ). The Commission’s procurement team would evaluate the Step 1 SOQ and would short-list a maximum of four proposers who would then be invited to progress to the second step (Step 2) of the procurement process.

Under Step 2, the Commission’s procurement team would issue project specific information to the short-listed, including a draft contract, draft technical provisions, and relevant reference documents. Short-listed proposers would be invited to submit a Step 2 SOQ, which provides more detailed information as it relates to their specific approach to the project. Proprietary one-on-one meetings will be held with the shortlisted firms to have confidential discussions about ideas and approaches developed by the proposers. Interviews will be held with short-listed proposers as part of the evaluation process.

The following are the key procurement dates:

Activity	Expected Date
RFQ Release (Step 1)	February 24, 2025
Shortlist Announced (Step 2)	May 2025
PDB Selection	December 2025
Phase 1 Scope and Price Negotiations	December 2025-February 2026
Final FHWA and Caltrans Contract Approvals	February-March 2026
PDB Phase 1 Commission Approval	April 2026
PDB Phase 2 Commission Approval	Spring 2027
Construction Phase (first segment)	Approximately 3 years

Staff has secured the required approvals from both Federal Highway Administration (FHWA) and Caltrans that are required prior to release of the RFQ to maintain federal funding for both Phase 1 and Phase 2 of the project.

Environmental Approval Status

The draft EIR/EA document has been publicly circulated and made available for public review and comment from October 9, 2024 and November 26, 2024. Three public

meetings were held along the I-15 ELPSE project corridor during the public comment period, one each in Temescal Valley, Lake Elsinore, and Corona.

A total of 248 individual comments were received, broken down into the following respondent categories:

1. 3 Public Agencies
2. 3 Advocacy Groups
3. 196 individual private persons
4. 46 social media comments/responses

Upon reviewing all received comments and discussing the proposed responses to comments, staff and consultants believe the comments can be successfully addressed and environmental approval achieved on schedule by Fall 2025. The ELPSE Project Development Team, which includes Caltrans as the CEQA/NEPA lead agency, and representatives from the city of Corona, city of Lake Elsinore, and Riverside County held a meeting on January 9, 2025, and formally adopted the Express Lanes Alternative (Build Alternative) as the Preferred Project Alternative. This is an important procedural milestone in advancing the project towards environmental approval.

The I-15 Ad Hoc Committee and staff recommend proceeding with the PDB procurement and releasing the RFQ. Staff will return to the Commission for contract award consideration of the Phase 1 PDB contract in 2026.

FISCAL IMPACT:

Expenditures related to the Procurement phase of the project are estimated at approximately \$20 million. Funding in future fiscal years will be incorporated in upcoming fiscal year budgets for Commission consideration. A combination of both federal and local funds have been identified as the funding sources for this phase of the project.

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	February 20, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Sergio Vidal, Chief Financial Officer Michele Cisneros, Deputy Director of Finance Daniel Hernandez, Financial Budget Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Year 2024/25 Mid-Year Revenue Projections

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the Fiscal Year 2024/25 Mid-Year Revenue projections, which includes Measure A Sales Tax Revenues, Local Transportation Funds (LTF) Sales Tax Revenues, and Transportation Uniform Mitigation Fees (TUMF); and
- 2) Approve the FY 2024/25 mid-year budget revenue adjustments for Measure A (reduction of \$17,000,000) and LTF (reduction of \$7,000,000).

BACKGROUND INFORMATION:

Revenues

Upon the adoption of the FY 2024/25 Budget, the Commission approved revenue projections for various revenue sources, including but not limited to Measure A sales tax, LTF sales tax, and TUMF revenues. The revenue projections approved during the budget process were based on the best available information at that time and are prudent due to the uncertain economic climate resulting from both rising inflation and fluctuating interest rates impacting the region’s economy.

Consistent with RCTC’s revenue evaluation process, staff reviewed Measure A sales tax, LTF sales tax, and TUMF revenues received through December 2024 to determine if any mid-year adjustments are necessary. Staff considered historical and current trends of the receipts along with the quarterly sales tax forecasts through September 2024 prepared by the Commission’s sales tax and economic consultants Avenu Insights and Beacon Economics. The outlook on the local economy is cautiously optimistic and reflects economic activity stabilizing.

Measure A Sales Tax Revenues

Measure A sales tax revenues are the local half-cent transactions and use tax approved by Riverside County voters in November 2002. Measure A sales tax revenues fund highway, regional arterial, local streets and roads, new corridors, economic development, bond financing, bus transit, commuter rail, commuter assistance, and specialized transportation projects within the three geographic areas of Riverside County, as defined in the Measure A Expenditure Plan.

FY 2023/24 revenues were approximately \$282 million or 1.7 percent less than the FY 2022/23 revenues of \$287 million. The FY 2024/25 receipts through October 2024 reporting period is approximately \$88 million or 31 percent of the budgeted projection of \$282 million and less than FY 2023/24 revenues through October 2023 reporting period of approximately \$90 million. The implementation of internet sales taxes in 2019 due to the Wayfair decision coupled with a post pandemic inflationary environment have led to increasing sales tax revenue in recent years. However, sales tax appears to be stabilizing according to third quarter 2024 sales tax data prepared by the Commission's sales tax consultant, citing quarter over quarter declines in retail (-2.2 percent), transportation (-7.2 percent), construction (-8.0 percent), and business-to-business (-3.2 percent).

As demonstrated below in Graph 1, since FY 2018/19, Measure A has experienced approximately forty percent (40 percent) growth when compared to the most recently completed fiscal year (2023/24). However, in the current fiscal year (2024/25), Measure A is projected to fall short of budgeted projections due to continued constraints on consumer spending on taxable goods in conjunction with rising costs for housing, insurance premiums, groceries, health care, education, and energy. Furthermore, economic growth is anticipated to be slower in 2025 due to trade tension and geopolitical events, resulting in continued economic uncertainties. Therefore, staff is recommending a mid-year revision to the FY 2024/25 Measure A sales tax revenue projection from \$282 million to \$265 million, amounting to an approximate 6 percent reduction.

Staff continues to prudently review quarterly Measure A sales tax revenues economic data available on the California Department of Tax and Fee Administration's website as well as data prepared by the Commission's sales tax consultant. Second quarter (2nd quarter) receipts for the fiscal year (October 2024 – December 2024) have not yet been received. Pending the results of the 2nd quarter, further adjustments to the Measure A projections may occur. Furthermore, the Commission's commitment to financial stewardship and responsibility is reflected by the Commission's recent Sales Tax credit rating upgrade by Standard & Poor's (S&P) from AA+ to AAA.

LTF Sales Tax Revenues

LTF sales tax revenues represent a quarter cent of the statewide sales tax and primarily fund transit requirements within the county in addition to planning and administration activities and bicycle and pedestrian projects (SB 821). These revenues approximate 55 percent of Measure A sales tax revenues.

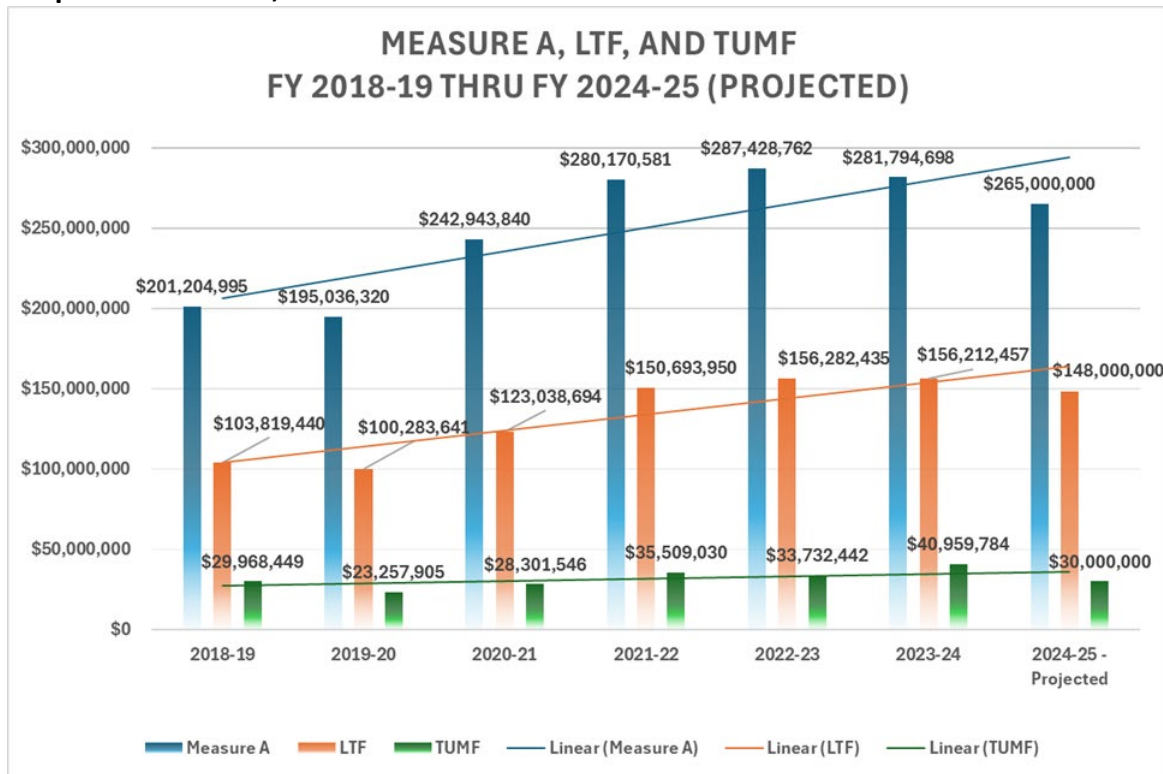
The audited FY 2023/24 revenues totaled approximately \$156.2 million - in line with the prior fiscal year (2022/23) revenues (see Graph 1). The FY 2024/25 revenues through October 2024 reporting period of \$50 million are 32 percent of the budgeted projection of \$155 million. Like Measure A sales tax revenues, staff recommends a mid-year revision to the FY 2024/25 LTF from \$155 million to \$148 million due to the stabilizing sales tax environment described above.

TUMF Revenues

TUMF revenues represent the Commission's share of revenues generated from a development fee program administered by the Western Riverside Council of Governments (WRCOG). Local Western County jurisdictions collect fees charged to ensure new development pays for the new transportation facilities needed to accommodate growth.

FY 2024/25 TUMF revenues through September 2024 reporting period of \$9 million are 30 percent of the budgeted revenue and relatively in line with the \$11 million collected in FY 2023/24 during the same period. Due to the uncertain nature for TUMF receipts which tend to fluctuate significantly, it is challenging to both identify and project any trends. Budgeted TUMF revenues of \$30 million are less than the \$32 million RCTC allocation derived from WRCOG's FY 2024/25 budget. Thus, staff recommends no adjustment to the current fiscal year (2024/25) revenue projection of \$30 million (see Graph 1).

Graph 1: Measure A, LTF and TUMF revenues FY 2018-19 thru FY 2024-25



Mid-Year Revenue Projections Summary


The mid-year revenue projections for Measure A sales tax, LTF sales tax, and TUMF are summarized as follows:

Revenue Source	FY 2023/24 Actuals	FY 2024/25 Budget	FY 2024/25 Projection	FY 2024/25 Adjustment
Measure A	\$ 281,794,698	\$ 282,000,000	\$ 265,000,000	(\$17,000,000)
LTF	156,212,458	155,000,000	148,000,000	(7,000,000)
TUMF	40,959,784	30,000,000	30,000,000	N/A

Due to recent sales tax trends and the economic environment, staff recommends adjustments to FY 2024/25 Measure A sales tax with a decrease of \$17,000,000 and LTF sales tax with a decrease of \$7,000,000 budgeted revenue projections. Staff will continue to monitor FY 2024/25 revenues to determine if additional adjustments to the revenue projections for Measure A sales tax and LTF sales tax administration are necessary in the future. No reduction in TUMF is recommended at this time.

FISCAL IMPACT:

Below is the fiscal impact for the Mid-Year revenue projections adjustment for FY 2024/25:

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25	Amount:	Measure A sales tax Revenues: \$(17,000,000) LTF sales tax Revenues: (\$7,000,000)
Source of Funds:	2009 Measure A sales tax, LTF sales tax, and TUMF		Budget Adjustment:	Yes	
GL/Project Accounting No.:	<u>Measure A</u>				
	\$ (4,136,000)	623999 401 40101		262 31 40101	
	(1,501,000)	613999 401 40101		261 31 40101	
	(828,000)	654199 401 40101		265 33 40101	
	(207,000)			269 62 40101	
	(259,000)			260 26 40101	
	(87,000)			270 26 40101	
	(203,000)	632199 401 40101		263 41 40101	
	(1,217,000)	005200 401 40101		266 72 40101	
	(3,931,000)			267 71 40101	
	(1,095,000)			264 19 40101	
	(162,000)	683999 401 40101		268 31 40101	
	(1,655,000)	563999 401 40101		256 31 40101	
	(1,159,000)			257 71 40101	
	(497,000)			258 26 40101	
(63,000)			234 71 40101		
	<u>LTF</u>				
(7,000,000)	622299 401 40102		601 62 40102		
Fiscal Procedures Approved:			Date:	1/16/2025	

Attachments:

- 1) FY 2024/25 Revised Measure A Program Allocation
- 2) FY 2024/25 Revised Riverside County LTF Apportionment

Approved by the Budget and Implementation Committee on January 27, 2025

In Favor: 11 Abstain: 0 No: 0

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A PROGRAM ALLOCATION (PROJECTION)¹
FY 2024/25
REVISED (1/2025)

	Revised Projection (1/2025)	Original Projection (1/2024)	Increase (Decrease)
Projected Measure A Revenues	\$ 265,000,000	\$ 282,000,000	\$ (17,000,000)
Less: Administration ²	-	-	-
Projected Apportionment to Programs:			
Western County			
Highway Improvements (262)	64,481,000	68,617,000	(4,136,000)
New Corridors (261)	23,390,000	24,891,000	(1,501,000)
Public Transit			
Commuter Rail (265)	12,896,000	13,724,000	(828,000)
Intercity Bus (269)	3,224,000	3,431,000	(207,000)
Specialized Transit-Operations (260)	4,030,000	4,289,000	(259,000)
Specialized Transit-CTSA (270)	1,343,000	1,430,000	(87,000)
Commuter Services (263)	3,161,000	3,364,000	(203,000)
Regional Arterial (266)	18,965,000	20,182,000	(1,217,000)
Local Streets & Roads (267)	61,320,000	65,251,000	(3,931,000)
BANNING	840,000	896,000	(56,000)
BEAUMONT ³	862,000	918,000	(56,000)
CALIMESA	305,000	325,000	(20,000)
CANYON LAKE	266,000	284,000	(18,000)
CORONA	5,530,000	5,889,000	(359,000)
EASTVALE	3,068,000	3,268,000	(200,000)
HEMET	2,605,000	2,778,000	(173,000)
JURUPA VALLEY	3,152,000	3,353,000	(201,000)
LAKE ELSINORE	2,133,000	2,278,000	(145,000)
MENIFEE	2,938,000	3,132,000	(194,000)
MORENO VALLEY	5,969,000	6,367,000	(398,000)
MURRIETA	3,388,000	3,611,000	(223,000)
NORCO	927,000	987,000	(60,000)
PERRIS	2,718,000	2,898,000	(180,000)
RIVERSIDE	10,175,000	10,747,000	(572,000)
SAN JACINTO	1,404,000	1,497,000	(93,000)
TEMECULA	4,027,000	4,293,000	(266,000)
WILDOMAR	938,000	1,001,000	(63,000)
RIVERSIDE COUNTY	8,782,000	9,351,000	(569,000)
WRCOG ³	1,293,000	1,378,000	(85,000)
Bond Financing (264)	17,068,000	18,163,000	(1,095,000)
Economic Development Projects (268)	2,529,000	2,691,000	(162,000)
SUBTOTAL-Western County	212,407,000	226,033,000	(13,626,000)
Coachella Valley			
Highways & Regional Arterials (256)	25,804,000	27,459,000	(1,655,000)
Local Street & Roads (257)	18,063,000	19,222,000	(1,159,000)
CATHEDRAL CITY	1,859,000	1,978,000	(119,000)
COACHELLA	784,000	834,000	(50,000)
DESERT HOT SPRINGS	565,000	601,000	(36,000)
INDIAN WELLS	324,000	344,000	(20,000)
INDIO	2,564,000	2,728,000	(164,000)
LA QUINTA	1,874,000	1,995,000	(121,000)
PALM DESERT	3,296,000	3,508,000	(212,000)
PALM SPRINGS	3,057,000	3,253,000	(196,000)
RANCHO MIRAGE	1,140,000	1,213,000	(73,000)
RIVERSIDE COUNTY	2,600,000	2,767,000	(167,000)
Specialized & Public Transit (258)	7,741,000	8,238,000	(497,000)
SUBTOTAL-Coachella Valley	51,608,000	54,919,000	(3,311,000)
Palo Verde Valley			
Local Street & Roads (234)	985,000	1,048,000	(63,000)
BLYTHE	757,000	805,000	(48,000)
RIVERSIDE COUNTY	228,000	243,000	(15,000)
SUBTOTAL-Palo Verde Valley	985,000	1,048,000	(63,000)
TOTAL	\$ 265,000,000	\$ 282,000,000	\$ (17,000,000)

Notes:

¹ Estimate for planning purposes, subject to change and rounding differences.

² 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.

³ In accordance with settlement agreement and release.

**RIVERSIDE COUNTY
LOCAL TRANSPORTATION FUND
FY 2024/25 APPORTIONMENT
Revised January 2025**

	Revised Projection (1/2025)	Original Projection (1/2024)	(Decrease) Increase
Estimated Carryover (Unapportioned)	\$ 40,507,000	\$ -	\$ 40,507,000
Estimated Receipts ¹	148,000,000	155,000,000	(7,000,000)
TOTAL	188,507,000	155,000,000	33,507,000
Less: County Auditor-Controller Administration	12,000	12,000	-
Less: Estimated RCTC Administration ²	1,250,000	1,250,000	-
Less: RCTC Planning (3% of revenues)	5,655,000	4,650,000	1,005,000
Less: SCAG Planning (3/4 of 1% of revenues)	1,414,000	1,163,000	251,000
BALANCE	180,176,000	147,925,000	32,251,000
Less: SB 821 (2% of balance)	3,604,000	2,959,000	645,000
BALANCE AVAILABLE BEFORE RESERVES	176,572,000	144,966,000	31,606,000
Less: 10% Transit Reserves	17,657,000	14,497,000	3,160,000
BALANCE AVAILABLE FOR APPORTIONMENT	\$ 158,915,000	\$ 130,469,000	28,446,000

APPORTIONMENT	Population	Population % of Total	FY 2024/25 Revised Apportionment (1/2025)	FY 2024/25 Original Apportionment (1/2024)	Revised Projections (Decrease) Increase
Western:	1,963,774	80.86%	\$ 128,500,000	\$ 105,499,000	\$ 23,001,000
Rail	22%		28,270,000	23,210,000	5,060,000
Transit	78%		100,230,000	82,289,000	17,941,000
Coachella Valley	441,590	18.18%	28,896,000	23,723,000	5,173,000
Palo Verde Valley	23,216	0.96%	1,519,000	1,247,000	272,000
	<u>2,428,580</u>	<u>100.00%</u>	<u>\$ 158,915,000</u>	<u>\$ 130,469,000</u>	<u>\$ 28,446,000</u>

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

Western:			
Rail			\$ 3,141,000
Transit:			
RTA	\$ 9,685,000		
Banning	278,000		
Beaumont	401,000		
Corona	217,000		
Riverside	555,000		
Subtotal Transit	<u>\$ 11,136,000</u>		11,136,000
Subtotal Western			14,277,000
Coachella Valley			3,211,000
Palo Verde Valley			169,000
Total Reserves			<u>\$ 17,657,000</u>

NOTES:

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

² 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, 2023.

Allocation of transit reserves: FY 2023/24 SRTP funding allocations approved 6/28/2023.

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	February 20, 2025
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Sergio Vidal, Chief Financial Officer Michele Cisneros, Deputy Director of Finance Daniel Hernandez, Financial Budget Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Year 2025/26 Revenue Projections

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the projection for Measure A sales tax revenues of \$262 million for Fiscal Year 2025/26;
- 2) Approve the projection for Local Transportation Fund (LTF) sales tax apportionment of \$148 million for the Western Riverside County, Coachella Valley, and Palo Verde Valley areas for FY 2025/26; and
- 3) Approve the projection for Transportation Uniform Mitigation Fee (TUMF) revenues of \$30 million for FY 2025/26.

BACKGROUND INFORMATION:

Prior to commencement of the annual budget process, the Chief Financial Officer presents to the Commission the projections for Measure A sales tax, LTF sales tax, and TUMF revenues related to the upcoming 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 sales tax revenues prepared by the Commission’s sales tax consultant, MuniServices, LLC, and a study prepared by Beacon Economics.

Measure A Sales Tax Revenues

The Measure A sales tax revenues projection consists of revenues generated from Measure A, the local half-cent transactions and use tax approved by voters in November 2002. Measure A sales tax funds are primarily 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 sales tax revenues allocated to each of these geographic areas is based on return to source of the sales

tax revenues generated. FY 2025/26 represents the 17th year of the 30-year term of the 2009 Measure A.

The Measure A sales tax revenue projection for FY 2025/26 is \$262 million. The estimate is slightly lower than the FY 2024/25 mid-year projection of \$265 million. While the implementation of internet sales taxes in 2019 due to the Wayfair decision coupled with a post pandemic inflationary environment led to increasing sales tax revenue in recent years, sales tax appears to be stabilizing according to third quarter 2024 (July 2024-September 2024) data prepared by the Commission’s sales tax consultant. Continued constraints on consumer spending associated with rising costs for housing, insurance premiums, groceries, health care, education, and energy along with trade tension and geopolitical events support the conservative forecast prioritizing the need to remain fiscally prudent during these uncertain economic conditions.

This projection will become the basis for the preparation for the FY 2025/26 budget. The budget process typically commences in January of each year following the development of the Measure A sales tax 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 sales tax revenues available for distribution to the three geographic areas is \$262 million prior to an administrative cost allocation, as summarized below and presented in further detail by program on the attachment:

Geographic Area	Amount
Western Riverside County	\$ 212,675,000
Coachella Valley	48,425,000
Palo Verde Valley	900,000
Total	\$ 262,000,000

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 Sales Tax Revenues

The LTF sales tax 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 which 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 (SRTP) process, which commences in February 2025 for the upcoming 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 2025/26 LTF apportionment based on a revenue estimate of \$148 million. The estimate will be submitted to the County for its concurrence. The estimate is consistent with the FY 2024/25 revised mid-year projection of \$148 million. The LTF sales tax revenue projection is prudent and represents caution based on the most recent studies indicating a stabilizing sales tax environment along with current economic forecast information.

The projection incorporates a revised Western Riverside County apportionment and reserve allocation split pending Commission approval between Bus and Rail from 78 percent to 22 percent (current) to 72 percent (Bus) and 28 percent (Rail), respectively. After the deductions for estimated administration of approximately \$1,262,000 and set asides of approximately \$8,374,000, the amount available for apportionment before reserves to transit operators is approximately \$138,364,000. The balance available for apportionment by geographic area is as follows:

Geographic Area	Apportionment	Reserves	Balance Available
Western Riverside County	\$ 100,651,000	\$ 11,183,000	\$ 111,834,000
Coachella Valley	22,719,000	2,524,000	25,243,000
Palo Verde Valley	1,158,000	129,000	1,287,000
Total	\$ 124,528,000	\$ 13,836,000	\$ 138,364,000


In accordance with the Reserve Policy adopted by the Commission at its January 12, 2005, meeting, a reserve of approximately 10 percent for each apportionment area will be established and set aside for FY 2025/26, 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 Western County public bus transit operators, the allocation of the reserve is based on each operator’s proportionate share of the FY 2024/25 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 2025/26 is \$30 million, the same as the FY 2024/25 mid-year projection. Staff will continue to monitor trends, current year cash receipts along with discussion with WRCOG to determine if any further revisions are required for this revenue source. Specifically, this revenue is a placeholder at this time as we await further information for this key regional revenue source.

Fiscal Impact / 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 2024/25 revenues during the development of the FY 2025/26 budget to determine if any adjustments to the revenue projections are necessary.

Financial Information																																																																																																														
In Fiscal Year Budget:	N/A	Year:	FY 2025/26	Amount:	\$262,000,000 Measure A sales tax Revenues; \$148,000,000 LTF sales tax Revenues; \$30,000,000 TUMF																																																																																																									
Source of Funds:	2009 Measure A, LTF, and TUMF		Budget Adjustment:	N/A																																																																																																										
GL/Project Accounting No.:	<table border="0"> <tr> <td colspan="5"><u>Measure A</u></td> </tr> <tr> <td>\$ 64,562,000</td> <td>623999 401 40101</td> <td>262 31 40101</td> <td colspan="2"></td> </tr> <tr> <td>23,420,000</td> <td>613999 401 40101</td> <td>261 31 40101</td> <td colspan="2"></td> </tr> <tr> <td>12,912,000</td> <td>654199 401 40101</td> <td>265 33 40101</td> <td colspan="2"></td> </tr> <tr> <td>3,228,000</td> <td></td> <td>269 62 40101</td> <td colspan="2"></td> </tr> <tr> <td>4,035,000</td> <td></td> <td>260 26 40101</td> <td colspan="2"></td> </tr> <tr> <td>1,345,000</td> <td></td> <td>270 26 40101</td> <td colspan="2"></td> </tr> <tr> <td>3,165,000</td> <td>632199 401 40101</td> <td>263 41 40101</td> <td colspan="2"></td> </tr> <tr> <td>18,989,000</td> <td>005200 401 40101</td> <td>266 72 40101</td> <td colspan="2"></td> </tr> <tr> <td>61,397,000</td> <td></td> <td>267 71 40101</td> <td colspan="2"></td> </tr> <tr> <td>17,090,000</td> <td></td> <td>264 19 40101</td> <td colspan="2"></td> </tr> <tr> <td>2,532,000</td> <td>683999 401 40101</td> <td>268 31 40101</td> <td colspan="2"></td> </tr> <tr> <td>24,212,000</td> <td>563999 401 40101</td> <td>256 31 40101</td> <td colspan="2"></td> </tr> <tr> <td>16,949,000</td> <td></td> <td>257 71 40101</td> <td colspan="2"></td> </tr> <tr> <td>7,264,000</td> <td></td> <td>258 26 40101</td> <td colspan="2"></td> </tr> <tr> <td>900,000</td> <td></td> <td>234 71 40101</td> <td colspan="2"></td> </tr> <tr> <td colspan="5"><u>LTF</u></td> </tr> <tr> <td>148,000,000</td> <td>622299 401 40102</td> <td>601 62 40102</td> <td colspan="2"></td> </tr> <tr> <td colspan="5"><u>TUMF</u></td> </tr> <tr> <td>15,000,000</td> <td>725000 416 41607</td> <td>210 72 42110</td> <td colspan="2"></td> </tr> <tr> <td>15,000,000</td> <td>735000 416 41607</td> <td>210 73 42110</td> <td colspan="2"></td> </tr> </table>					<u>Measure A</u>					\$ 64,562,000	623999 401 40101	262 31 40101			23,420,000	613999 401 40101	261 31 40101			12,912,000	654199 401 40101	265 33 40101			3,228,000		269 62 40101			4,035,000		260 26 40101			1,345,000		270 26 40101			3,165,000	632199 401 40101	263 41 40101			18,989,000	005200 401 40101	266 72 40101			61,397,000		267 71 40101			17,090,000		264 19 40101			2,532,000	683999 401 40101	268 31 40101			24,212,000	563999 401 40101	256 31 40101			16,949,000		257 71 40101			7,264,000		258 26 40101			900,000		234 71 40101			<u>LTF</u>					148,000,000	622299 401 40102	601 62 40102			<u>TUMF</u>					15,000,000	725000 416 41607	210 72 42110			15,000,000	735000 416 41607	210 73 42110		
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Fiscal Procedures Approved:				Date:	1/16/2025																																																																																																									

Attachments:

- 1) FY 2025/26 Measure A Program Allocation – Projection
- 2) FY 2025/26 Riverside County LTF Apportionment – Projections

Approved by the Budget and Implementation Committee on January 27, 2025

In Favor: 11 Abstain: 0 No: 0

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A PROGRAM ALLOCATION (PROJECTION)¹
FY 2025/26
ORIGINAL (1/2025)**

	ORIGINAL Projection (1/2025)
Projected Measure A Revenues	\$ 262,000,000
Less: Administration ²	-
Projected Apportionment to Programs:	
Western County	
Highway Improvements (262)	64,562,000
New Corridors (261)	23,420,000
Public Transit	
Commuter Rail (265)	12,912,000
Intercity Bus (269)	3,228,000
Specialized Transit-Operations (260)	4,035,000
Specialized Transit-CTSA (270)	1,345,000
Commuter Services (263)	3,165,000
Regional Arterial (266)	18,989,000
Local Streets & Roads (267)	61,397,000
BANNING	841,000
BEAUMONT ³	885,000
CALIMESA	304,000
CANYON LAKE	265,000
CORONA	5,460,000
EASTVALE	3,370,000
HEMET	2,572,000
JURUPA VALLEY	3,113,000
LAKE ELSINORE	2,117,000
MENIFEE	3,117,000
MORENO VALLEY	5,967,000
MURRIETA	3,329,000
NORCO	897,000
PERRIS	2,701,000
RIVERSIDE	10,072,000
SAN JACINTO	1,394,000
TEMECULA	3,944,000
WILDOMAR	939,000
RIVERSIDE COUNTY	8,782,000
WRCOG ³	1,328,000
Bond Financing (264)	17,090,000
Economic Development Projects (268)	2,532,000
SUBTOTAL-Western County	<u>212,675,000</u>
Coachella Valley	
Highways & Regional Arterials (256)	24,212,000
Local Street & Roads (257)	16,949,000
CATHEDRAL CITY	1,747,000
COACHELLA	740,000
DESERT HOT SPRINGS	587,000
INDIAN WELLS	315,000
INDIO	2,481,000
LA QUINTA	1,773,000
PALM DESERT	3,129,000
PALM SPRINGS	2,776,000
RANCHO MIRAGE	1,067,000
RIVERSIDE COUNTY	2,334,000
Specialized & Public Transit (258)	7,264,000
SUBTOTAL-Coachella Valley	<u>48,425,000</u>
Palo Verde Valley	
Local Street & Roads (234)	900,000
BLYTHE	711,000
RIVERSIDE COUNTY	189,000
SUBTOTAL-Palo Verde Valley	<u>900,000</u>
TOTAL	<u>\$ 262,000,000</u>

Notes:

¹ Estimate for planning purposes, subject to change and rounding differences.

² 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.

³ In accordance with settlement agreement and release.

**RIVERSIDE COUNTY
LOCAL TRANSPORTATION FUND
FY 2025/26 APPORTIONMENT
Original January 2025**

	Original Projection (1/2025)
Estimated Carryover (Unapportioned)	\$ -
Estimated Receipts ¹	148,000,000
TOTAL	148,000,000
Less: County Auditor-Controller Administration	12,000
Less: Estimated RCTC Administration ²	1,250,000
Less: RCTC Planning (3% of revenues)	4,440,000
Less: SCAG Planning (3/4 of 1% of revenues)	1,110,000
BALANCE	141,188,000
Less: SB 821 (2% of balance)	2,824,000
BALANCE AVAILABLE BEFORE RESERVES	138,364,000
Less: 10% Transit Reserves	13,836,000
BALANCE AVAILABLE FOR APPORTIONMENT	\$ 124,528,000

APPORTIONMENT³	Population	Population % of Total	FY 2025/26 Original Apportionment (1/2025)
Western:	1,974,084	80.83%	\$ 100,651,000
Rail	28%		28,182,000
Transit	72%		72,469,000
Coachella Valley	445,582	18.24%	22,719,000
Palo Verde Valley	22,712	0.93%	1,158,000
	2,442,378	100.00%	\$ 124,528,000

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

Western:			
Rail			\$ 3,131,000
Transit:			
RTA		\$ 6,912,000	
Banning		227,000	
Beaumont		282,000	
Corona		163,000	
Riverside		468,000	
Subtotal Transit		\$ 8,052,000	8,052,000
Subtotal Western			11,183,000
Coachella Valley			2,524,000
Palo Verde Valley			129,000
Total Reserves			\$ 13,836,000

NOTES:

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

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

³ Subject to Commission approval on the rail/bus split

Population Source: California Department of Finance, Demographic Research Unit as of January 1, 2024.

Allocation of transit reserves: FY 2024/25 SRTP funding allocations approved 6/26/2024.