



**BOARD EXECUTIVE COMMITTEE MEETING  
THURSDAY, JULY 24, 2014, 1:00 P.M.  
COUNTY OF RIVERSIDE ADMINISTRATIVE BUILDING  
BOARD OF SUPERVISORS 5TH FLOOR CONFERENCE ROOM C  
4080 LEMON STREET, RIVERSIDE, CA 92501**

<u>ITEM</u>	<u>RECOMMENDATION</u>
1. <u>CALL TO ORDER</u>	
2. <u>SELF-INTRODUCTIONS</u>	
3. <u>PUBLIC COMMENTS - NON-AGENDA ITEMS</u>  Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items unless authorized by law. Comments shall be limited to matters not listed on the agenda. Members of the public may comment on any matter listed on the agenda at the time that the Board considers that matter. Each person's presentation is limited to a maximum of three (3) minutes.	RECEIVE COMMENTS
4. <u>APPROVAL OF MINUTES – JUNE 19, 2014 SPECIAL EXECUTIVE COMMITTEE MEETING (P.3)</u>	APPROVE
5. <u>TRANSPORTATION NOW QUARTERLY ATTENDANCE REPORT (P.5)</u>	RECEIVE AND FILE
6. <u>AUTHORIZATION TO MODIFY POLICIES AND REVISE THE BYLAWS OF TRANSPORTATION NOW OF WESTERN RIVERSIDE COUNTY (P.12)</u>	APPROVE
7. <u>APPROVAL OF RIVERSIDE COMMUNITY COLLEGE DISTRICT GO-PASS PROGRAM PRICING STRUCTURE AND PROGRAM REQUIREMENTS AND AUTHORIZATION TO PROVIDE INFORMATION FOR STUDENT REFERENDUM (P.15)</u>	APPROVE

*Any person with a disability who requires a modification or accommodation in order to participate in this meeting or any person with limited English proficiency (LEP) who requires language assistance to communicate with the RTA Board during the meeting should contact the RTA Clerk of the Board, telephone number (951) 565-5044, no fewer than two business days prior to this meeting to enable RTA to make reasonable arrangements to assure accessibility or language assistance for this meeting.*

*Agenda related writings or documents provided to the Board of Directors are available for public inspection during the meeting or may be requested from the office of the Clerk of the Board.*

<u>ITEM</u>	<u>RECOMMENDATION</u>
8. <u>AUTHORIZATION TO RESCIND AWARD OF AGREEMENT NO. 14-004 TO NATIONAL CONSTRUCTION &amp; MAINTENANCE FOR THE REMOVAL OF EXISTING ASPHALT AND INSTALLATION OF NEW CONCRETE AT THE AGENCY'S HEMET FACILITY</u> (P.31)	APPROVE
9. <u>WENTWORTH, HEMET PROPERTY DISPOSITION UPDATE</u>	DISCUSS
10. <u>RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) COUNTY-WIDE STATE OF TRANSIT REPORT</u>	DISCUSS
11. <u>HIGHWAY TRUST FUND SHORTFALL UPDATE</u>	DISCUSS
12. <u>OTHER BUSINESS</u>	
13. <u>NEXT MEETING</u> BOARD EXECUTIVE COMMITTEE MEETING THURSDAY, SEPTEMBER 25, 2014 1:00 P.M. COUNTY ADMINISTRATIVE CENTER 4080 LEMON STREET, FIFTH FLOOR BOARD OF SUPERVISORS CONFERENCE ROOM C RIVERSIDE, CA 92501	
14. <u>MEETING ADJOURNMENT</u>	

RTA SPECIAL BOARD EXECUTIVE COMMITTEE MEETING MINUTES  
Minutes  
June 19, 2014

1. CALL TO ORDER

Chairman Comerchero called the Special Board Executive Committee meeting to order at 1:01 p.m. on June 19, 2014, in the Riverside Transit Agency Conference Room.

2. SELF-INTRODUCTIONS

Self-introductions of those in attendance took place.

Committee Attendees

1. Chairman Jeff Comerchero, City of Temecula, Mayor Pro Tem
2. First Vice-Chairman Andrew Kotyuk, City of San Jacinto, Councilmember
3. Second Vice-Chairwoman Ella Zanowic, City of Calimesa, Councilmember
4. Director Wallace Edgerton, City of Menifee, Deputy Mayor
5. Director Frank Johnston, City of Jurupa Valley, Mayor

Committee Members Absent

1. Immediate Past Chair Marion Ashley, County of Riverside, District V, Supervisor

RTA Staff

1. Larry Rubio, Chief Executive Officer
2. Craig Fajnor, Chief Financial Officer
3. Vince Rouzaud, Chief Procurement & Logistics Officer
4. Eric Ustation, Government Affairs Representative

Other Attendees

1. Ken Smart, Agency General Counsel

3. PUBLIC COMMENTS - NON-AGENDA ITEMS

None.

4. APPROVAL OF MINUTES – MAY 22, 2014 EXECUTIVE COMMITTEE MEETING

M/S/C (ZANOWIC/EDGERTON) approving the minutes of the May 22, 2014 Executive Committee meeting.

The motion carried unanimously.

5. TRANSPORTATION NOW RESTRUCTURE

Mr. Ustation provided an update on the Transportation NOW Restructure.

6. WENTWORTH, HEMET PROPERTY DISPOSITION

Mr. Rouzaud provided an update on the Wentworth, Hemet property disposition.

7. PRELIMINARY AUDIT RESULTS

Mr. Fajnor provided an update on the preliminary audit results.

8. OTHER BUSINESS

None.

9. NEXT MEETING

Board Executive Committee Meeting  
Thursday, July 24, 2014  
1:00 P.M.  
County Administrative Center  
4080 Lemon Street, Fifth Floor  
Board of Supervisors Conference Room C  
Riverside, CA 92501

10. MEETING ADJOURNMENT

The meeting was adjourned at 1:41 p.m.

RIVERSIDE TRANSIT AGENCY  
1825 Third Street  
Riverside, CA 92507

July 24 2014

TO: BOARD EXECUTIVE COMMITTEE  
THRU: Larry Rubio, Chief Executive Officer  
FROM: Eric Ustation, Government Affairs Representative  
SUBJECT: Transportation NOW Quarterly Attendance Report

Summary: Transportation NOW has six chapters; Greater Riverside, Hemet/San Jacinto Valley, Moreno Valley/Perris, Northwest, San Gorgonio Pass, and Southwest. Each chapter meets monthly at a location convenient to the membership. Attendance includes transit users, elected officials, transit advocates, community activists and Riverside Transit Agency staff.

Attached is the attendance report from April 2014 to June 2014 for all six chapters.

Recommendation:

Receive and file.

Transportation NOW Meeting Attendees  
April - June 2014

**Apr-14**

**Greater Riverside Chapter**

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1	Clarissa Cervantes	Councilmember Andy Melendrez's Office
2	Aurora Chavez	Chapter Chair
3	Carmen Cuevas	Assemblymember Jose Medina's Office
4	Catherine Duran	North High
5	Christina Duran	Community consultant - Eastside
6	Jeff Kraus	UC Riverside
7	John Krick	Alvord Unified School District
8	Tyler Madary	Senator Richard Roth's Office
9	Andy Melendrez	City of Riverside Councilmember
10	Angel Rodriguez	UC Riverside
11	Eric Ustation	Riverside Transit Agency
12	Desiree Wroten	Congressman Mark Takano's Office

**Hemet/San Jacinto Valley Chapter**

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1	Olivia Barnes	Supervisor Jeff Stone's Office
2	Frank Burnett	Riverside Transit Agency rider
3	CW Cecchi	Hemet Transportation & Parking
4	David Clayton	City of San Jacinto
5	Alan Denz	Assemblymember Brian Nestande's Office
6	Muriel Dufrense	Golden Era Productions
7	Miguel Duran	211 Riverside County
8	Deni Horne	Assemblymember Melissa Melendez's Office
9	Andrew Kotyuk	City of San Jacinto Councilmember
10	Linda Krupa	City of Hemet Councilmember
11	David Madsen	South Coast Air Quality Management District
12	Linda Nunez	Veteran's Alliance
13	James Pangrazzi	San Jacinto Community Activist
14	Eric Ustation	Riverside Transit Agency
15	Susan Watson	San Jacinto Chamber of Commerce

**Moreno Valley / Perris Chapter**

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1	Verniecia Green-Jordan	Perris Elementary School District Boardmember
2	Harriet Gordon	Moreno Valley resident
3	Thomas Ketcham	Supervisor Kevin Jeffries' Office
4	Eric Lewis	City of Moreno Valley
5	Tyler Madary	Senator Richard Roth's Office
6	David Madsen	South Coast Air Quality Management District
7	Jesse Molina	City of Moreno Valley Councilmember
8	Juan Rodriguez	City of Perris
9	Julio Rodriguez	City of Perris Councilmember
10	LaShe Rodriguez	Assemblymember Jose Medina's Office
11	Eric Ustation	Riverside Transit Agency

**Northwest Chapter**

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1	Ike Bootsma	City of Eastvale Mayor
2	Miguel Duran	211 Riverside County
3	Sharon Hall	Norco resident
4	Berwin Hanna	City of Norco Mayor
5	Donna Johnston	Supervisor John Tavaglione's Office
6	Frank Johnston	City of Jurupa Valley Councilmember
7	Margaret Lukman	Assemblymember Eric Linder's Office
8	Tyler Madary	Senator Richard Roth's Office

Transportation NOW Meeting Attendees  
April - June 2014

9	Gerardo Sanabria	City of Corona
10	Jerry Sincich	Temescal Municipal Advisory Committee
11	Eric Ustation	Riverside Transit Agency
12	Keith White	Riverside Transit Agency bus rider

**San Gorgonio Pass Chapter**

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1	Franklin Dancy	Morongo Band of Mission Indians
2	Sarah Dukett	Assemblymember Brian Nestande's Office
3	Miguel Duran	2-1-1 Riverside County
4	Joe Forgiarini	Sunline Transit Agency
5	James Foster	Morongo Band of Mission Indians
6	Pat Foster	City of Beaumont
7	Alan Kapanicas	City of Beaumont
8	Bob Little	Pass Economic Development Agency
9	Oswaldo Maysonet	2-1-1 Riverside County
10	Steve Mehlman	No Way Gateway
11	Heidi Meraz	City of Banning
12	Connie Mitchell	Sunline Transit Agency
13	Harry Nead	Sun Lakes, Riverside Transit Agency rider
14	Anita Petke	Sunline Transit Agency
15	Elizabeth Uriaga	City of Beaumont
16	Eric Ustation	Riverside Transit Agency
17	Art Welch	City of Banning Councilmember
18	Ella Zanowic	City of Calimesa Councilmember

**Southwest Chapter**

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1	Brian Ambrose	City of Murrieta
2	Marc Brewer	Riverside County Parks District
3	Gail Carlson	Carlson & Associates
4	Jeff Comerchero	City of Temecula Councilmember
5	Nicole Dailey	City of Lake Elsinore
6	Wallace Edgerton	City of Menifee Deputy Mayor
7	Laura Hernandez	Menifee resident
8	Daryl Hickman	City of Lake Elsinore Councilmember
9	Deni Horne	Assemblymember Melissa Melendez's Office
10	Cynthia Kinser	City of Murrieta
11	Randon Lane	City of Murrieta Councilmember
12	Jim Kneepkens	Riverside Transit Agency
13	Doug McAllister	McAllister Strategic Group
14	Ron Roberts	Supervisor Jeff Stone's Office
15	Vince Rouzard	Riverside Transit Agency
16	Eric Ustation	Riverside Transit Agency
17	Virginia Werly	Riverside Transit Agency

**May-14**

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**Greater Riverside Chapter**

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1	Clarissa Cervantes	Councilmember Andy Melendrez's Office
2	Aurora Chavez	Chapter Chair
3	Catherine Duran	Resident
4	Miguel Duran	Riverside County 211
5	Kevin Jeffies	Riverside County District 1 Supervisor
6	Thomas Ketcham	Supervisor Kevin Jeffries' Office
7	Jeff Kraus	UC Riverside
8	John Krick	Alvord Unified School District

Transportation NOW Meeting Attendees  
April - June 2014

9	Richard Lemire	Community Action Partnership
10	Tyler Madary	Senator Richard Roth's Office
11	Andy Melendrez	City of Riverside Councilmember
12	Mary Nelson	Riverside Transit Agency rider
13	LaShe Rodriguez	Assemblymember Jose Medina's Office
14	Margo Ross	City of Riverside
15	Eric Ustation	Riverside Transit Agency
16	Doris Wright	Riverside Transit Agency Rider
17	Karen Wright	Friday Morning Club
18	Desiree Wroten	Congressman Mark Takano's Office

**Hemet/San Jacinto Valley Chapter**

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1	CW Cecchi	Hemet Transportation & Parking
2	Alaz Denz	Assemblymember Brian Nestande's Office
3	Muriel Dufresne	Golden Era Productions
4	Andrew Kotyuk	City of San Jacinto Councilmember
5	Linda Krupa	City of Hemet Councilmember
6	Sean Motlagh	City of San Jacinto
7	James Pangrazzi	San Jacinto Activist
8	Susan Watson	San Jacinto Chamber
9	Brad Weaver	Riverside Transit Agency

**Moreno Valley / Perris Chapter**

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1	Consuelo Arias	Independent Living Partnership
2	Louis Armmand	United Neighborhood Association of Perris
3	Shor Denny	Community Now
4	Verniecia Green-Jordan	Perris Elementary School District Boardmember
5	Edward Init	City of Moreno Valley
6	Thomas Ketcham	Supervisor Kevin Jeffries' Office
7	Tyler Madary	Senator Richard Roth's Office
8	Jesse Molina	City of Moreno Valley Councilmember
9	David Raab	Attorney
10	Mike Riff	Moreno Valley Traffic Safety Commission
11	Julio Rodriguez	City of Perris Councilmember
12	LaShe Rodriguez	Assemblymember Jose Medina's Office
13	Chekota Russell	Community Now
14	Richard Smith	Independent Living Partnership
15	Eric Ustation	Riverside Transit Agency

**Northwest Chapter**

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1	Brian Champion	City of Corona
2	Sharon Hall	Norco resident
3	Berwin Hanna	City of Norco Mayor
4	Donna Johnston	Jurupa Valley School District Boardmember
5	Frank Johnston	City of Jurupa Valley Mayor
6	Tyler Madary	Senator Richard Roth's Office
7	Gerardo Sanabria	City of Corona
8	Michelle Schuetz	Assemblymember Eric Linder's Office
9	Jason Scott	City of Corona Councilmember
10	Jerry Sincich	Temescal Municipal Advisory Council
11	Eric Ustation	Riverside Transit Agency
12	Keith White	Riverside Transit Agency rider



Transportation NOW Meeting Attendees  
April - June 2014

**San Gorgonio Pass Chapter**

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1	Nancy Carroll	Community member
2	Sarah Dukett	Assemblymember Brian Nestande's Office
3	James Foster	Morongo Band of Mission Indians
4	Pat Foster	City of Beaumont
5	David Madsen	South Coast Air Quality Management District
6	Harry Nead	Sun Lakes, Riverside Transit Agency rider
7	Kristin Sherwood	City of Beaumont
8	Elizabeth Urtiaga	City of Beaumont
9	Eric Ustation	Riverside Transit Agency
10	Art Welch	City of Banning Councilmember
11	Ella Zanowic	City of Calimesa Councilmember

**Southwest Chapter**

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1	Brian Ambrose	City of Murrieta
2	Nicole Dailey	City of Lake Elsinore
3	Wallace Edgerton	City of Menifee Deputy Mayor
4	Laura Hernandez	Menifee resident
5	Daryl Hickman	City of Lake Elsinore Councilmember
6	Deni Horne	Assemblymember Melisaa Melendez's Office
7	Jim Kneepkens	Riverside Transit Agency
8	Randon Lane	City of Murrieta Councilmember
9	David Madsen	South Coast Air Quality Management District
10	Ron Roberts	Supervisor Jeff Stone's Office
11	Larry Rubio	Riverside Transit Agency
12	C.B. Spurlin	Lake Elsinore resident

**Jun-14**

**Greater Riverside Chapter**

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1	Taher Bhajjae	Mayor Rusty Bailey's Office
2	Aurora Chavez	Chapter Chair
3	Carmen Cuevas	Assemblymember Jose Medina's Office
4	Catherine Duran	Riverside resident
5	Christina Duran	Community Consultant
6	Art Garcia	Community Action Commission
7	Laura Harris	Riverside County Workforce Development
8	Irma Henderson	UC Riverside
9	Thomas Ketcham	Supervisor Kevin Jeffries' Office
10	Jim Kneepkens	Riverside Transit Agency
11	Jeff Kraus	UC Riverside
12	John Krick	Alvord Unified School District
13	Randon Lane	City of Murrieta Councilmember
14	Richard Lemire	Community Action Partnership
15	Tyler Madary	Senator Richard Roth's Office
16	Andy Melendrez	City of Riverside Councilmember
17	Mary Nelson	Riverside Transit Agency rider
18	Angel Rodriguez	UC Riverside
19	Margo Ross	City of Riverside
20	Arnold San Miguel	Southern California Association of Governments
21	Eric Ustation	Riverside Transit Agency
22	Michael Washington	Reverend
23	Doris Wright	Riverside Transit Agency Rider
24	Karen Wright	Friday Morning Club
25	Desiree Wroten	Congressman Mark Takano's Office

Transportation NOW Meeting Attendees  
April - June 2014

**Hemet/San Jacinto Valley Chapter**

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1	Frank Burnett	Riverside Transit Agency rider
2	CW Cecchi	Hemet Transportation & Parking
3	Muriel Dufrense	Golden Era Productions
4	Sarah Dukett	Assemblymember Brian Nestande's Office
5	Deni Horne	Assemblymember Melissa Melendez's Office
6	Randon Lane	City of Murrieta Councilmember
7	David Maden	Air Quality Management District
8	Sean Motlagh	City of San Jacinto
9	Eric Ustation	Riverside Transit Agency
10	Tom Wilson	23rd Senate District Representative

**Moreno Valley / Perris Chapter**

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1	Louis Armmand	United Neighborhood Improvement Association of Perris
2	Mark Ealy	Community Activist
3	Harriet Gordon	Moreno Valley resident
4	Virniecia Green-Jordan	Perris Elementary School District Board Member
5	Pearl Holliday	Moreno Valley resident
6	Thomas Ketcham	Supervisor Kevin Jeffries' Office
7	Jim Kneepkens	Riverside Transit Agency
8	Randon Lane	City of Murrieta Councilmember
9	Eric Lewis	City of Moreno Valley
10	Tyler Madary	Senator Richard Roth's Office
11	Jesse Molina	City of Moreno Valley Councilmember
12	Mike Riff	Moreno Valley Traffic Safety Commission
13	Julio Rodriguez	City of Perris Councilmember
14	LaShe Rodriguez	Assemblymember Jose Medina's Office
15	Larry Rubio	Riverside Transit Agency
16	Patty Rucker	Moreno Valley Unified School District
17	Eric Ustation	Riverside Transit Agency

**Northwest Chapter**

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1	Ike Bootsma	City of Eastvale Mayor
2	Brian Champion	City of Corona
3	Berwin Hanna	City of Norco Mayor
4	Frank Johnston	City of Jurupa Valley Mayor
5	Jim Kneepkens	Riverside Transit Agency
6	Tyler Madary	Senator Richard Roth's Office
7	Larry Rubio	Riverside Transit Agency
8	Gerardo Sanabria	City of Corona
9	Jason Scott	City of Corona Councilmember
10	Jerry Sincich	Temescal Municipal Advisory Council
11	Eric Ustation	Riverside Transit Agency
12	Keith White	Riverside Transit Agency rider

**San Gorgonio Pass Chapter**

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1	Franklin Dancy	Morongo Band of Mission Indians
2	Miguel Duran	2-1-1 Riverside County
3	James Foster	Morongo Band of Mission Indians
4	Pat Foster	City of Beaumont
5	Brenda Knight	City of Beaumont Councilmember
6	Bob Little	Pass EDA
7	David Madsen	South Coast Air Quality Management District
8	Heidi Meraz	City of Banning
9	Harry Nead	Sun Lakes, Bus Rider

Transportation NOW Meeting Attendees  
April - June 2014

10	Kristin Sherwood	City of Beaumont
11	Elizabeth Urtiaga	City of Beaumont
12	Eric Ustation	Riverside Transit Agency
13	Art Welch	City of Banning Councilmember
14	Ella Zanowic	City of Calimesa Councilmember

**Southwest Chapter**

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No meeting in June

RIVERSIDE TRANSIT AGENCY  
1825 Third Street  
Riverside, CA 92507

July 24, 2014

TO: BOARD EXECUTIVE COMMITTEE  
THRU: Larry Rubio, Chief Executive Officer  
FROM: Eric Ustation, Government Affairs Representative  
SUBJECT: Authorization to Modify Policies and Revise the Bylaws of Transportation NOW of Western Riverside County

Summary: Since its inception in 1992, Transportation NOW of Western Riverside County (T-NOW) has been a passionate supporter of public transit. T-NOW is organized into six local chapters throughout the Riverside Transit Agency (RTA) service area who work toward achieving the five established principles of T-NOW:

1. Advocate for funding of public transit in western Riverside County.
2. Educate the public through existing public and private service organizations, the media and employers on the environmental, safety and energy benefits of public transportation.
3. Promote and lobby for the enhancement and improvement of various forms of public transportation, and communicate the needs for more environmentally sound, safe and energy-efficient transportation alternatives.
4. Encourage citizens of western Riverside County to utilize public transportation as an alternative to the single-occupant automobile.
5. Provide meaningful input to the development of future plans for public transportation improvements.

In February 2014, RTA Chairman of the Board Jeff Comerchero convened a task force to discuss how to best position T-NOW chapters for the betterment of RTA and the communities the chapters serve. Serving on the task force along with Chairman Comerchero was First Vice-Chair Andrew Kotyuk and Board Alternate and T-NOW Executive Committee member Thomas Ketcham. The task force met multiple times and agreed in principle to recommend several modifications to T-NOW which will offer

chapters the opportunity to progress collaboratively towards achieving common goals.

All six local chapters and the T-NOW Executive Committee commented and offered feedback on the proposal at their May/June meetings. Their suggestions were integrated with the Task Force's proposal.

The recommendation is that goals be established each year by the Executive Committee of the RTA Board of Directors with input from the T-NOW Executive Committee. The goals should be broad in nature and allow sufficient flexibility for chapters to implement as best suited for their individual communities. The goals will allow each chapter to have a common mission for the year and provide a common foundation to build upon. The T-NOW Executive Committee will be encouraged to work collaboratively with the Executive Committee of the RTA Board of Directors to ensure that the goals align with local community priorities and that T-NOW remain community based.

These goals will be presented to the chapters at a General Assembly meeting each January. Breakout sessions will be held so each chapter clearly understands the goals and the rationale behind them. The meeting will also allow time for each chapter to provide a review of their prior year's accomplishments including status of their goals. This meeting will include many of the elements enjoyed at the current T-NOW Annual Meeting such as the centerpiece contest. A contest for Chapter of the Year may also be awarded to foster competitive spirit amongst the chapters. Staff recommends the first General Assembly meeting occur on January 8, 2015. UC Riverside has graciously agreed to host the event on that date.

After the January General Assembly meeting, each chapter is encouraged to establish their meeting schedule. Chapters retain the ability to work on additional projects they determine to be relevant to their community. In addition, the T-NOW Executive Committee will meet quarterly to allow chapters a greater opportunity to share ideas and best practices amongst themselves.

To help ensure the success of the chapters, chapter officers will be invited annually to RTA headquarters for training and education on Transportation NOW, the Riverside Transit Agency, the municipal transit systems in the Western Riverside County, and public transportation in general. RTA staff remain committed to the

success of the T-NOW chapters and are available for guidance and information.

A suggestion was made at the T-NOW Executive Committee meeting in June that RTA provide annual funding for each chapter. Staff recommends maintaining the current policy of budgeting specific funds for T-NOW chapters that includes support for annual meetings and meals at chapter meetings and events. Chapters are still encouraged to seek outside sponsors for any additional expenses.

Fiscal Impact:

Staff does not anticipate any additional expense as a result of this proposal.

Recommendation:

Recommend this item to the full Board of Directors for their consideration as follows:

- Approve modifications of Transportation NOW as proposed.
- Approve the revisions to the Bylaws of Transportation NOW of Western Riverside County.
- Authorize the first General Assembly meeting to take place on January 8, 2015.

RIVERSIDE TRANSIT AGENCY  
1825 Third Street  
Riverside, CA 92507

July 24, 2014

TO: BOARD EXECUTIVE COMMITTEE

THRU: Larry Rubio, Chief Executive Officer

FROM: Jim Kneepkens, Director of Marketing

SUBJECT: Approval of Riverside Community College District Go-Pass Program Pricing Structure and Program Requirements and Authorization to Provide Information for Student Referendum

Summary: At the December 17, 2009 Board of Directors meetings, the Board authorized the development and implementation of a five-year Go-Pass program with the Riverside Community College District (RCCD). For the program to occur, students at Moreno Valley College (MVC), Norco College (NC) and Riverside City College (RCC) were required to vote on a referendum to establish a student transportation fee. A simple majority vote was required for passage. If the student body referendum passed, the Board of Trustees would then vote to establish the program.

The Go-Pass student vote was held March 31-April 1, 2010, and the students at each college voted independently on establishing the Go-Pass program at their respective colleges. MVC and RCC voted to participate in the program and NC voted not to participate.

The Go-Pass program began in August 2010 and allowed all MVC and RCC students to use their valid student ID cards for unlimited rides on all RTA fixed-route buses, including CommuterLink express buses. The program was financed by student fees of \$5.00 per term (fall, spring and summer) for part-time students (those registered for six units or less) and \$5.50 per term for full-time students (those registered for more than six units).

Moreno Valley College

MVC has two campus locations: the main campus on Lasselle Street in Moreno Valley and a satellite facility at the Ben Clark Training Center (BCTC) on Davis Street in Riverside. BCTC is a

regional training site that provides basic and advanced training to public safety personnel.

On May 1-2, 2012, MVC students conducted a vote that considered repealing the transit fee. A total of 339 votes were cast with 164 in favor of keeping the program and 175 in favor of terminating it. At the January 22, 2013 RCCD Board of Trustees meeting, the trustees voted 3-2 to terminate the program at MVC beginning with the summer term on June 8, 2013.

A new student vote was then held on April 8-9, 2014 that allowed MVC to participate while excluding BCTC and allowing any MVC student to waive the Go-Pass fee with ASMVC guaranteeing their payment to RTA. A total of 592 votes were cast with 562 voting yes to implement the program, 20 voting to not implement the program, and ten voided ballots. The program is effective August 25, 2014.

For the 2014-15 academic year, all RCC and MVC students excluding BCTC will pay a transit fee during registration and will be allowed unlimited rides on all RTA fixed-route buses, including CommuterLink. MVC students may waive the Go-Pass fee and ASMVC will guarantee their payment to RTA. The five-year program ends on August 22, 2015.

Next Steps On July 17, 2014, RTA staff met with Robin Steinback, Ph.D., RCCD Interim Vice Chancellor of Educational Services, Workforce Development and Planning and Edward Bush, Ph.D., RCC Vice President of Student Services to discuss a new vote to extend the program beyond the August 22, 2015 expiration date. All agreed the program has been a great success and has been a benefit to the students, colleges and RTA.

For the current program to continue at MVC and RCC, and for a new program to be established at NC, RCCD students must vote on a referendum to establish a student transportation fee to fund the program. A simple majority vote of those participating in the referendum is required for passage at each college. RCCD administration has indicated that it intends to work with RTA staff to hold a referendum vote during spring 2015 term. If the student body referendum passes at any of the colleges, the RCCD Board of Trustees must then vote to establish the program.

#### RCCD Go-Pass Pricing

Staff recommends that a new five-year, per-term program be established for every student who registers for, or during, the fall, spring and summer terms. The per-student/per-term fee shall not



apply to students registering for the winter term if they have paid for the previous fall term. Staff has analyzed the effect on farebox recovery and operational impacts of the Go-Pass and proposes the following fee scale for an on-going, five-year Go-Pass program at RCCD:

Academic Year	Per Term Part-Time Student Fee	Per Term Full-Time Student Fee
2015-16	\$5.00	\$5.50
2016-17	\$5.00	\$5.50
2017-18	\$5.00	\$5.50
2018-19	\$5.00	\$5.50
2019-20	\$5.00	\$5.50

Note: State regulations require that part-time students be charged a pro-rated fee.

Additional requirements that staff recommends as necessary to assure a successful program are the following:

1. The student fee program period is proposed for five years and will begin one week before the fall 2015 term and terminate at the end of the summer term in 2020.
2. The fee would be mandatory for all students who carry more than zero units and would be required during registration, excluding the Ben Clark Training Center.
3. Part-time students would be defined as those registering for less than six units. Full-time students would be defined as those registering for six or more units.
4. The fee would be non-refundable even if a student withdraws from the school or their number of units drops to zero.
5. Each term, students who withdraw from the school or decrease their number of units to zero would no longer be eligible to participate in the program.
6. The fee would remain fixed even if RTA adjusts fares during the program period.

Staff recommends that all of the above criteria be present in any final agreement in order to establish an ongoing program.

The proposed fees reflect a per ride discount based on the volume of rides projected from the program. Other college and university pass programs also have discounts based on volume.

As a benefactor, RTA cannot participate in any way except to provide factual information on the proposed Go-Pass program.

If the student referendum and trustee votes are successful, staff will submit a formal program agreement to the Board for approval.

Fiscal Impact:

During the proposed five-year program period, RTA would receive an estimated \$392,049 per academic year in Go-Pass fees. The forecasted revenue is based on current school enrollment numbers of 33,157 eligible students each fall and spring terms, and 7,518 eligible students each summer term.

FY2015 farebox recovery is forecasted at 21.51%. An increase of \$.50 per eligible student would increase revenue by \$36,915 and increase farebox recovery by 0.05% to 21.56. An increase of \$1.00 per eligible student would increase revenue by \$73,830 and increase farebox recovery by 0.1% to 21.61%.

Recommendation:

Approve and recommend this item to the full Board of Directors for their consideration as follows:

- Approve the proposed RCCD Go-Pass pricing structure and program requirements.
- Authorize staff to provide the necessary information to RCCD students and administrators to create a student referendum to establish a five-year Go-Pass program.

COLLEGE GO-PASS REVENUE AGREEMENT NO. 10-035

BETWEEN

RIVERSIDE TRANSIT AGENCY

AND

RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this 17th day of August, 2010, by and between the Riverside Transit Agency, 1825 Third St., Riverside, CA 92507, a joint powers AGENCY of the state of California (hereinafter referred to as "AGENCY") and The Riverside Community College District (hereinafter referred to as "COLLEGE").

WITNESSETH:

In consideration of the services to be rendered by AGENCY and the compensation to be paid therefore by COLLEGE, as herein set forth, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK AND PAYMENT

- A. COLLEGE agrees to provide its students with cards that contain magnetic encoding that is readable by the AGENCY'S bus fareboxes. The AGENCY must approve the proposed card(s) ensuring compatibility with its bus fareboxes.
- B. AGENCY shall allow any eligible COLLEGE student to ride all of AGENCY'S fixed route and commuter services at no charge during the period of this agreement.
  - a. This program shall not apply to Dial-A-Ride services.
  - b. An eligible COLLEGE student shall be defined as any COLLEGE student who meets the following criteria:
    - i. Possesses their own current, valid COLLEGE identification card bearing the approved magnetic stripe.
    - ii. Is currently registered for more than 0 (zero) units during the current term or

who, although not registered for the winter term, met all eligibility requirements at the end of the term immediately preceding the winter term. Where the word "term" is used in this document, it refers to the fall, winter, spring or summer academic terms of COLLEGE, unless used in the context of the terms of this Agreement.

- iii. Is a student whose home campus is Moreno Valley or Riverside, and who has paid the transportation fee.
  - c. Students who are eligible for the program at the end of the fall term can ride at no charge during the winter term. No Transportation Fee will be charged for students attending college during the winter term. \*
  - d. The free ride period for students who were eligible during the previous term, but who do not meet the eligibility criteria for the following term, shall end at the conclusion of the "last day to add most full term classes" period of the following term as listed in the RCCD Academic Calendar.
  - e. Eligible students attempting to ride without their current, valid COLLEGE identification card will have to pay the full fare depending on the service and rider type as approved by the RTA Board of Directors.
  - f. Any student who withdraws from the COLLEGE or decreases their number of units to zero (0) shall no longer be eligible for the program regardless of fee payment.
  - g. COLLEGE identification cards and their accompanying AGENCY bus ridership privileges are not transferable to another person. /
  - h. COLLEGE will designate all students whose registered home campus is the Norco Campus with a visually unique identification card as the Norco Campus is not party to this Agreement.
  - i. Only a student's most recently issued student identification card shall be valid. All others are null and void.
- C. COLLEGE may, at its own volition, cause to be displayed on its premises such

advertising matter as may be supplied by AGENCY.

- D. COLLEGE shall properly file and maintain all printed material and time schedules supplied by AGENCY and shall to the best of its ability furnish to the public complete and accurate information in accordance therewith.
- E. COLLEGE shall render Registered Student reports to AGENCY in spreadsheet format containing the student numbers of all registered students for the term, the number of the last student identification card issued to each student and the number of units each student is currently carrying to provide the basis for AGENCY to establish program eligibility and prevent fraud. These reports shall be emailed to AGENCY no less than once a week on the same day of each week.
- F. COLLEGE shall work with AGENCY to implement and enforce measures to discourage and prevent fraudulent use of the RCCD student cards on RTA vehicles.
- G. COLLEGE shall pay AGENCY \$5.50 (five dollars and fifty cents) for every student who registers for over 6 (six) units and \$5.00 (five dollars) for every student who registers for 6 (six) units and under for, or during, each of the following terms; fall, spring and summer. This fee is payable to AGENCY unless the student withdraws or decreases their number of units prior to COLLEGE'S refund deadline. The per student / per term fee shall not apply to students registering for the winter.
- H. In order to capture all student-paid transportation fees, COLLEGE shall provide payment to AGENCY as follows:
  - 1. For the Fall and Spring terms – one check shall be cut the first Monday after the add/drop period ends for classes beginning at the start of those terms; one check shall be cut the first Monday after the add/drop period ends for the eight-week classes that begin in the middle of those terms; one check shall be cut after the first week of the following term; and one check shall be cut after the close of the fiscal year, which ends on June 30. All checks shall be mailed within 10 business days and shall include a copy of the general ledger.

2. For the Summer term – one check will be cut thirty (30) days after the end of the term. The check shall be mailed within 10 business days and shall include a copy of the general ledger.

I. AGENCY shall, on a monthly basis, provide COLLEGE reports documenting the actual bus usage of holders of COLLEGE cards. This report will be included with the monthly invoice.

#### ARTICLE 2. INDEPENDENT CONTRACTOR

A. COLLEGE is an independent contractor and not a beneficiary or employee of AGENCY within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by AGENCY to its employees. COLLEGE has no power to bind AGENCY, by contract or otherwise, except as herein provided as to the sale of public transportation.

~~B. AGENCY is an independent contractor and not a beneficiary or employee of COLLEGE within the meaning of any Workers' Compensation law, or any law which would entitle benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or privilege extended by COLLEGE to its employees. AGENCY has no power to bind COLLEGE, by contract or otherwise, except as herein provided as to the sale of public transportation.~~

#### ARTICLE 3. INDEMNITY

A. COLLEGE shall be responsible for such COLLEGE cards held by it and shall indemnify and hold the AGENCY harmless from any loss whatsoever to such COLLEGE cards and monies, whether occasioned by theft or otherwise.

B. COLLEGE shall defend, indemnify and hold AGENCY, its officers, agents and employees harmless from and against any and all liability, loss, expense (including

reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COLLEGE, its officers, agents, or employees.

- C. AGENCY shall defend, indemnify and hold COLLEGE, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AGENCY, its officers, agents, or employees.

#### ARTICLE 4. INSPECTION OF RECORDS

- A. COLLEGE shall permit an authorized representative of AGENCY, during business hours, to examine, inspect and audit all records and accounts pertaining to this program and this Agreement. COLLEGE shall make such items readily accessible, upon reasonable notice, to AGENCY during COLLEGE'S performance hereunder and for a period of four (4) years from the date of final payment to AGENCY hereunder.
- B. AGENCY shall permit an authorized representative of COLLEGE, during business hours, to examine, inspect and audit all records and accounts pertaining to this program and this Agreement. AGENCY shall make such items readily accessible, upon reasonable notice, to COLLEGE during AGENCY'S performance hereunder and for a period of four (4) years from the date of final payment from COLLEGE hereunder.

#### ARTICLE 5. ASSIGNMENT

This Agreement shall not be assigned or transferred by COLLEGE without AGENCY'S prior written consent. The cards provided by COLLEGE to its students may not be assigned, transferred or used by any person other than the individual who received the card. In the event of dissolution of COLLEGE PASS program, this agreement shall terminate at the option of AGENCY.

#### ARTICLE 6. MODIFICATION

No modification of this Agreement shall be effective unless made in writing and signed by both parties.

#### ARTICLE 7. TERM

This Agreement shall be effective beginning August 23, 2010 and shall continue in full force and effect until August 22, 2015, or until canceled by either party upon written notice to the other party at least thirty (30) days prior to the effective date thereof. This agreement may be extended and or renewed by mutual agreement, but must be confirmed in writing to the parties in Article 10. Notification.

#### ARTICLE 8. TERMINATION

- A. COLLEGE shall pay AGENCY its payment for all student transportation fees collected by COLLEGE up to the date of termination. Thereafter AGENCY shall have no further claims against COLLEGE under Agreement.
- B. AGENCY may terminate this Agreement at any time for its convenience or for COLLEGE'S default if COLLEGE breaches any material provision of this Agreement and fails to cure such breach within ten (10) calendar days of receipt of written notice from AGENCY. If AGENCY so terminates for default, then COLLEGE shall pay AGENCY its payment for all student transportation fees collected by COLLEGE up to the date of termination. That payment shall be provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of termination.
- C. COLLEGE may terminate this Agreement at any time for AGENCY'S default if



AGENCY breaches any material provision of this Agreement and fails to cure such breach within ten (10) calendar days of receipt of written notice from COLLEGE. If COLLEGE so terminates for default, then COLLEGE shall pay AGENCY its payment for all student transportation fees collected by COLLEGE up to the date of termination. That payment shall be provided in full to AGENCY within thirty (30) calendar days of receipt of the notice of termination.

- D. COLLEGE may terminate this Agreement with thirty (30) days written notice to AGENCY if the student body and the Board of Trustees vote to repeal the Transportation Fee.
- E. It is understood that significant rerouting, rescheduling, discontinuance, or other such changes in service may defeat the purpose of this agreement. In such event, COLLEGE may terminate this agreement for convenience. If COLLEGE so terminates, then COLLEGE shall pay AGENCY its payment for all student transportation fees collected by COLLEGE up to the date of termination.

#### ARTICLE 9. SCHEDULING

No provision of this Agreement shall be construed to require AGENCY to continue to operate any bus service to or from the facility of COLLEGE or elsewhere during the term of this Agreement, and it is expressly agreed that the AGENCY shall incur no liability to COLLEGE by reason of any rerouting, rescheduling, discontinuance, or other changes in bus or other transit services operated by the AGENCY.

In the event that AGENCY does find the need to reroute, reschedule, discontinue or otherwise make changes in bus or other transit services operated by AGENCY that would affect the students of COLLEGE, when possible AGENCY will provide at least thirty (30) days notice to COLLEGE of such change.

#### ARTICLE 10. NOTIFICATION

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by electronic, registered, or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To COLLEGE:  
Riverside Community College District  
Ruth W. Adams, Esq., General Counsel  
4800 Magnolia Ave.  
Riverside, CA 92506  
951-222-8001

To AGENCY:  
Riverside Transit Agency  
1825 Third St.  
Riverside, CA 92507  
ATTENTION: Vince Rouzaud  
951-565-5180

ARTICLE 11. COMPLETE AGREEMENT

- A. This Agreement and documents incorporated herein constitute the complete and exclusive statement of the terms of the Agreement between AGENCY and COLLEGE and it supersedes all prior representations, understandings, and communications regarding the services provided hereunder. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. AGENCY'S failure to insist in any one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of AGENCY'S right to such performance or to future performance of such a term or terms, and COLLEGE'S obligation in respect thereto shall continue in full force and effect. Both parties agree time shall be of the essence under this agreement.
- B. Similarly, COLLEGE'S failure to insist in any one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of COLLEGE'S right to such performance or to future performance of such a term or terms, and AGENCY'S obligation in respect thereto shall continue in full force and effect.
- C. Changes hereto shall not be binding upon AGENCY except when specifically confirmed in writing by an authorized member of AGENCY'S Purchasing Department. The

issuance of information, advice, approvals, or instructions by AGENCY'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect AGENCY'S and COLLEGE'S rights and obligations hereunder.

- D. Similarly, changes hereto shall not be binding upon COLLEGE except when specifically confirmed in writing, approved by COLLEGE'S Board of Trustees, and signed by COLLEGE'S Vice Chancellor, Administration and Finance. The issuance of information, advice, approvals, or instructions by COLLEGE'S technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect COLLEGE'S and AGENCY'S rights and obligations hereunder.

#### ARTICLE 12. GOVERNING LAW AND VENUE

The laws of the State of California, without regard to any conflicts of law provisions, shall govern any action or claim arising out of this agreement. The parties agree that the venue for any action or claim arising out of or related to this agreement shall be Riverside County. If any action or claim concerning this agreement is brought by a third party, the parties agree to use their best efforts to obtain a change of venue to Riverside County.

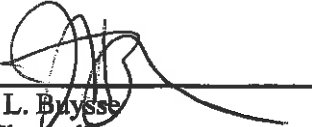
#### ARTICLE 13. FORCE MAJEURE

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

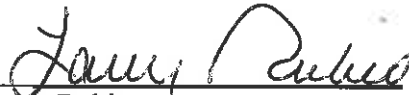
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the

day and year first above written.

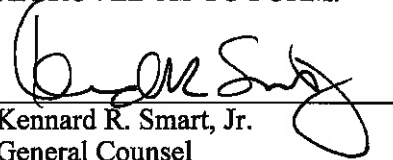
RIVERSIDE COMMUNITY  
COLLEGE DISTRICT:

By   
James L. Blyss  
Vice Chancellor  
Administration and Finance

RIVERSIDE TRANSIT AGENCY:

By   
Larry Rubio  
Chief Executive Officer

APPROVED AS TO FORM:

By   
Kennard R. Smart, Jr.  
General Counsel

AMENDMENT TO COLLEGE GO-PASS REVENUE AGREEMENT NO. 10-035

This document amends the original agreement between the Riverside Community College District and Riverside Transit Agency, which was approved by the Board of Trustees on April 20, 2010. This amendment is effective as of June 8, 2013.

The agreement is hereby amended as follows:


Paragraph B.b.iii. shall now read as follows: Is a student whose home campus is Riverside, and who has paid the transportation fee.

Paragraph B.h. shall now read as follows: COLLEGE will designate all students whose registered home campus is the Moreno Valley Campus or the Norco Campus with a visually unique identification card as neither campus is a party to this Agreement, COLLEGE shall continue to provide the information set forth in Paragraph E, page 3.


All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By:   
Aaron S. Brown  
Vice Chancellor, Business and Financial  
Services

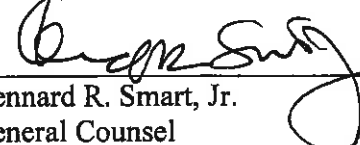
RIVERSIDE TRANSIT AGENCY

By:   
Larry Rubio  
Chief Executive Officer

Dated: 4-7-13

Dated: 2-28-13

APPROVED AS TO FORM:

By:   
Kennard R. Smart, Jr.  
General Counsel

AMENDMENT No. 2  
COLLEGE GO-PASS REVENUE AGREEMENT NO. 10-035

This document amends the original agreement between the Riverside Community College District and Riverside Transit Agency, which was approved by the Board of Trustees on April 20, 2010. This amendment is effective as of the COLLEGE Spring Term, 2014.

The agreement is hereby amended as follows:

Paragraph B.b.iii. shall now read as follows: Is a student whose home campus is Moreno Valley (excluding those registered only at the Ben Clark Training Center) or Riverside, and who has paid the transportation fee.

Paragraph B.h. shall now read as follows: COLLEGE will designate all students whose registered home campus is the Norco Campus with a visually unique identification card as that campus is not a party to this Agreement, COLLEGE shall continue to provide the information set forth in Paragraph E, page 3.

Add Paragraph E.i.: Additionally, at the conclusion of the second week of each new term, COLLEGE will provide AGENCY a list of students registered at the Moreno Valley campus (excluding those registered only at the Ben Clark Training Center) that waived the mandatory fee and will not be eligible to use their student card to ride AGENCY buses ('the Ineligible Students'). This list will include student number, the number of the student identification card and number of units the student is carrying. AGENCY will be provided payment for these 'Ineligible Students' through the COLLEGE as set forth below in Paragraph G.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

RIVERSIDE TRANSIT AGENCY

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

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

Aaron S. Brown  
Vice Chancellor, Business and Financial  
Services

Larry Rubio  
Chief Executive Officer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

RIVERSIDE TRANSIT AGENCY  
1825 Third Street  
Riverside, CA 92507

July 24, 2014

TO: BOARD EXECUTIVE COMMITTEE  
THRU: Larry Rubio, Chief Executive Officer  
FROM: Vince Rouzaud, Chief Procurement and Logistics Officer  
SUBJECT: Authorization to Rescind Award of Agreement No. 14-004 to National Construction & Maintenance for the Removal of Existing Asphalt and Installation of New Concrete at the Agency's Hemet Facility

Summary: On April 24, 2014, the Board authorized staff to award Agreement No. 14-004 to National Construction & Maintenance (NCM) for the removal of existing asphalt and the installation of approximately 90,000 square feet of concrete at the Agency's facility in Hemet. The award was the result of a formal competitive Invitation for Bid (IFB) procurement which determined NCM as the lowest responsive and responsible bidder.

Following the Board's April 24 action, maintenance and facilities staff worked closely with our construction engineer and NCM to develop a construction schedule and phasing plan that would not impact the safety of the Agency's operations or the safe-keeping of its vehicles.

Over the course of the next several weeks, the parties met and discussed several options in an attempt to reach agreement on an acceptable construction schedule and phasing plan. While the Agency agreed to reduce the construction schedule from a five-phased approach to three, NCM stated that they had based their bid pricing on their ability to complete the demolition of the entire site in a single mobilization. This approach did not comply with the Agency's objective to minimize the impact on operations during construction, as buses would continue to need access to critical areas (fueling station, coin room, maintenance bays) and driving over anything but a structurally-sound base would be unsafe and could result in damage to Agency vehicles.

On Friday June 27, the Agency received an email notification from NCM stating they would proceed with the project upon the Agency's approval of a \$19,000 change order to cover the costs they would incur for additional mobilizations that were not included in their bid submittal. NCM further stated their desire to withdraw from the project if the Agency would not agree to the change order.

Staff consulted with General Counsel to discuss the Agency's options. Counsel recommended that staff terminate the Agreement for convenience and execute a mutual General Release of Claims Agreement, allowing the contractor out of the contract. It was felt that this would be the best course of action as it would not be in either party's interest to move forward with the project under these circumstances.

Fiscal Impact:

If approved, the fiscal impact would be primarily the cost of internal staff time to re-procure these services. No additional costs are anticipated from this specific action. Staff anticipates that re-bidding this project may result in the receipt of higher bids but based on the previous competition, should be well within the engineer's cost estimate for this project.

Recommendation:

Approve and recommend this item to the full Board of Directors for their consideration as follows:

- Authorize staff to rescind award of Agreement No. 14-004 to National Construction & Maintenance for the removal of existing asphalt and installation of new concrete at the Agency's Hemet facility.
- Authorize staff to execute a mutual General Release of Claims Agreement with National Construction & Maintenance.