



AGENDA

Board of Directors Metro Valley Study Session

November 14, 2013

****** Start Time: 9:00 a.m. ******

Location:

SANBAG Offices

1st Floor Lobby

1170 W. 3rd Street

San Bernardino, CA 92410

Board of Directors

Valley Representatives

Study Session Chair

Dick Riddell, Council Member
City of Yucaipa

Study Session Vice-Chair

Michael Tahan, Council Member
City of Fontana

Dennis Yates, Mayor
City of Chino

Ed Graham, Vice Mayor
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Pat Morris, Mayor
City of San Bernardino

Ray Musser, Mayor
City of Upland

Mountain/Desert Representatives

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Mayor
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Mike Leonard, Council Member
City of Hesperia

Edward Paget, Mayor
City of Needles

Jim Harris, Council Member
City of Twentynine Palms

Ryan McEachron, Mayor
City of Victorville

George Huntington, Council Member
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District
Janice Rutherford, Second District

James Ramos, Third District
Gary Ovitt, Fourth District

Josie Gonzales, Fifth District

SANBAG

Ray Wolfe, Executive Director
Eileen Teichert, SANBAG Counsel

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

**Board of Directors
Metro Valley Study Session**

**November 14, 2013
9:00 a.m.**

**LOCATION:
Santa Fe Depot
1170 W. 3rd Street, 1st Floor Lobby, San Bernardino**

*CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor Dick Riddell.)*

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
- IV. Agenda Notices/Modifications – Nessa Williams

Notes/Action

**1. Possible Conflict of Interest Issues for the SANBAG Board of Directors Pg. 10
Metro Valley Study Session Meeting November 14, 2013.**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated under this item for recordation on the appropriate item.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Board of Directors Metro Valley Study Session Attendance Roster Pg. 13
A quorum shall consist of a majority of the membership of the SANBAG Board of Directors.

3. Construction Contract Change Orders to on-going SANBAG Pg. 15
Construction Contracts with Diversified Landscape Company, Crown Fence Company, Brutoco Engineering and Construction, Pacific Financial Insurance Group, Ortiz Enterprises Inc. and Skanska USA Civil West.

Review and ratify change orders. Garry Cohoe

This item is not scheduled for review by any other policy committee or technical advisory committee.

Discussion Calendar

Project Delivery

4. 2014 Board of Directors Metro Valley Study Session Meeting Schedule Pg. 18

Approve the 2014 Board of Directors Metro Valley Study Session Meeting Schedule. **Garry Cohe**

This item is not scheduled for review by any other policy committee or technical advisory committee.

5. Cooperative Agreement with the Colton Unified School District for bus services during construction of the Laurel Street Grade Separation Project Pg. 32

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Approve Cooperative Agreement No. C14087 with the Colton Unified School District in an estimated amount of \$338,482.92 for bus services for Colton Middle School during construction of the Laurel Street Grade Separation Project.

2. Approve a contingency amount of \$33,848.29 and authorize the Executive Director, or her designee, to release contingency as required for Cooperative Agreement No. C14087. **Garry Cohoe**

This item is not scheduled for review by any other policy committee or technical advisory committee.

6. Reimbursement Agreement for the Palm Avenue Grade Separation Project Pg. 40

That the following be reviewed and recommended for final approval by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting:

1. Approve Contract No. R14071 with Caltrans to receive \$5,000,000 for project cost reimbursement from the California Public Utilities Commission (CPUC) Grade Separation Fund for Section 190 funds for the Palm Avenue Grade Separation Project.

2. Approve Amendment to the SANBAG Fiscal Year 2013/2014 Budget modifying revenue sources funding Task No. 0874 (Palm Avenue Grade Separation) adding \$4 million of CPUC Section 190 Grade Separation funds and reducing \$1 million of Valley Major Street Bond Funds as detailed in the Financial Impact Section below to increase the task budget to a new total of \$12,129,369. **Garry Cohoe**

This item is not scheduled for review by any other policy committee or technical advisory committee.

Discussion Items Continued.....**Council of Governments****7. Representation on the South Coast Air Quality Management District Pg. 59**

Receive and file. **Duane Baker**

This item is not scheduled for review by any other policy committee or technical advisory committee.

Transportation Fund Administration**8. Ten-Year Delivery Plan Update Pg. 61**

Receive report on the planned update to the Ten-Year Delivery Plan.
Andrea Zureick

This item is scheduled for review by the Commuter Rail and Transit Committee on November 14, 2013, and the Mountain Desert Policy Committee on November 15, 2013.

9. State and Federal Fund Proportional Distribution Principles Pg. 70

That the Committee, acting as the San Bernardino County Transportation Commission:

Authorize SANBAG staff to develop a draft policy concerning the monitoring of State and Federal funds distribution between Subareas based on the following principles:

- a. The Measure I 2010-2040 Expenditure Plan says that a proportional share of State and Federal funds shall be reserved for each subarea;
- b. To monitor compliance with the Expenditure Plan, the Board must define a proportional distribution;
- c. The policy should not impact the deliverability of the Expenditure Plan;
- d. The policy should maximize flexibility in the funding and delivery of projects by allowing for monitoring the overall distribution of State and Federal funds rather than the distribution of each individual fund source; and
- e. The policy should not impact current Board-adopted policies on the distribution of individual State and Federal fund sources, nor should it restrict the authority of the Board to adopt fund-specific distributions of future fund sources. **Andrea Zureick**

The material in this agenda item was reviewed and concurred with by the Transportation Technical Advisory Committee on September 30, 2013 and the City/County Managers Technical Advisory Committee on October 5, 2013. This item is scheduled for review by the Mountain Desert Policy Committee on November 15, 2013.

Discussion Items Continued.....Transportation Fund Administration**10. Measure I Valley Freeway Interchange Program Term Loan Pg. 104 Agreement with the City of Colton for the Interstate 10 (I-10) Pepper Interchange Improvement Project**

That the following be reviewed and recommended for approval by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

1. Approve Contract No. C14060, a term loan agreement in an amount not to exceed \$164,267, with the City of Colton for the I-10 Pepper Interchange Project.
2. Waive the five-year contract term limitation set forth in Policy 11000.
3. Approve use of Term Loan Agreement Form Dated December 4, 2013, for Measure I Local Streets Funds loans made pursuant to Measure I Strategic Plan Policy 40005/VFI-23.1.
Carrie Schindler

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item, the Term Loan Agreement and the Template.

Regional/Subregional Planning**11. Modification to the Valley Freeway Interchange (VFI) Program Pg. 135 Measure I 2010-2040 Strategic Plan Policy 40005**

That the Committee recommend the Board approve an amendment to the San Bernardino Associated Governments' Measure I 2010-2040 Strategic Plan Policy 40005 (Valley Freeway Interchange Program) which will clarify responsibilities for collection of development mitigation funds for projects where SANBAG assumes project management responsibilities as prescribed under Policy 40005/VFI-32. **Tim Byrne**

This item was presented to the Transportation Technical Advisory Committee on November 4, 2013. This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Public Comments

Additional Items from Committee Members

Director's Comments

Brief Comments by General Public

Additional Information

Acronym Listing

Pg. 145

ADJOURNMENT:

**The next Board of Directors Metro Valley Study Session will be:
December 12, 2013**

Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting, Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: November 14, 2013

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	C11169	Diversified Landscaping, Inc. <i>Vicki Morales</i>	None
3-B	C13139	Crown Fence Company <i>Luis Vasquez</i>	None
3-C	C12036	Brutoco Engineering and Construction, Inc. <i>Andy Acosta</i>	A.C. Dike Company ACL Construction, Inc. Alcorn Fence Company

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	X	CTA	X	SAFE	CMA
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Check all that apply.
 MVSS1311z-gc

3-C (Cont.)	C12036		<p>All American Asphalt AVAR Construction Systems, Inc. Cal-Stripe, Inc. Castle Walls LLC CGO Construction Company, Inc. Coffman Specialties, Inc. Cooper Engineering, Inc. C.P. Construction Company, Inc. Diversified Landscape Company Dywidag Systems International G & F Concrest Cutting Griffith Company Harber Companies, Inc. Integrity Rebar Placers KEC Engineering KRC Safety Co., Inc. LaLonde Equipment Rental Leinaia's Transportation S.D. Precast Concrete, Inc. dba Pomeroy South Coast Sweeping Sully-Miller Contracting Company Treemith Enterprises, Inc. Truesdale Corporation of California Visual Pollution Technologies West Coast Boring, Inc.</p>
3-D	C12146	<p>Pacific Financial Insurance Group <i>Lauri Hantz</i></p>	<p>Pacific Restoration Group</p>
3-E	C12196	<p>Ortiz Enterprises, Inc. <i>Patrick Ortiz</i></p>	<p>A.C. Dike Company ACL All American Asphalt CGO Construction Co. Chrisp Company Cindy Trump Inc. DBA Lindy's Cold Planing Coral Construction Co. DC Hubbs Company</p>

3-E (Cont.)	C12196		Diversified Landscape Co. Dywidag Systems International EBS General Engineering, Inc. Foundation Pile Inc. Harber Companies, Inc. Hard Rock Equipment High Light Electrical, Inc. Integrity Rebar Placers KEC Engineering Malcolm Drilling Co. Maneri Traffic Control R.J. Lalonde Inc. SRD Engineering Statewide Traffic Safety & Signs
3-F	C11184	Skanska <i>Tim Wilson</i>	Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2013

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X			X	X		X		X		
James Ramos Board of Supervisors	X	X	X		X			X	X	X		
Janice Rutherford Board of Supervisors	X	X	X		X			X		X		
Josie Gonzales Board of Supervisors			X									
Robert Lovingood Board of Supervisors	X	X										
Cari Thomas City of Adelanto												
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake	X	X				X		X		X		
Dennis Yates City of Chino	X	X			X	X		X	X	X		
Ed Graham City of Chino Hills	X	X	X		X			X	X	X		
Frank Navarro City of Colton		X	X		X	X		X	X	X		
Michael Tahan City of Fontana	X	X	X		X	X		X	X	X		
Walt Stanckiewitz City of Grand Terrace	X	X	X		X	X		X	X	X		
Mike Leonard City of Hesperia		X										
Larry McCallon City of Highland	X	X	X		X	X						

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

AGENDA ITEM 2

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD - 2013

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X		X	X		X	X	X		
Paul Eaton City of Montclair	X		X		X	X		X	X	X		
Edward Paget City of Needles												
Alan Wapner City of Ontario		X	X		X			X		X		
L. Dennis Michael City of Rancho Cucamonga		X	X					X		X		
Pete Aguilar City of Redlands		X	X			X		X	X			
Deborah Robertson City of Rialto					X	X		X		X		
Patrick Morris City of San Bernardino	X	X	X		X	X		X	X	X		
Jim Harris City of Twentynine Palms		X	X		X			X	X			
Ray Musser City of Upland		X	X		X	X				X		
Ryan McEachron City of Victorville		X			X	X		X		X		
Dick Riddell City of Yucaipa	X	X	X		X	X		X	X	X		
George Huntington Town of Yucca Valley												

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X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: November 14, 2013

Subject: Construction Contract Change Orders to on-going SANBAG Construction Contracts with Diversified Landscape Company, Crown Fence Company, Brutoco Engineering and Construction, Pacific Financial Insurance Group, Ortiz Enterprises Inc. and Skanska USA Civil West.

Recommendation:* Review and ratify change orders.

Background: Of SANBAG's fourteen on-going Construction Contracts in the Metro Valley, six have had Construction Change Orders (CCO's) approved since the last reporting to the Board Metro Valley Study Session. The CCO's are listed below.

- A. Contract Number C11169 with Diversified Landscape Company for construction of the SR-210 Segment 9 Landscaping project: CCO No. 4 Supplement 1 (\$7,000.00 increase to compensate the contractor for Apprentice Training Program as required in the contract Special Provisions) and CCO No. 11 (\$4,500.00 increase to compensate the contractor for increase in water rates as provided for in the contract Special Provisions).
- B. CN C13139 with Crown Fence Company for the State Street Storm Drain Fencing project: CCO No. 1 (\$985.79 increase for additional fencing to provide for increased access control to prevent illegal dumping on County of San Bernardino Flood Control property).

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	CTA	SAFE	CMA
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Check all that apply.

MVSS1311a-tjk

- C. CN C12036 with Brutoco Engineering and Construction for the I-10 Citrus Avenue Interchange project: CCO No. 26 (no cost/no credit change to provide for 4 day time extension to the schedule for third party delay to the project).
- D. CN C12146 with Pacific Financial Insurance Group for construction of the I-10 Riverside Avenue Landscaping project: CCO No. 9 (\$950.00 decrease for deletion of Bid Item No. 52, 75mm Pressure Relief Valve deemed unnecessary for the system), CCO No. 10 (\$4,250.00 increase for installation of support system needed during summer months to support sprinkler flex riser specified by the contract plans) and CCO No. 11 (\$10,000.00 increase to compensate contractor for force account work to remove and dispose of rocks and other debris uncovered during excavation and trenching operations as directed by the Engineer).
- E. CN C12196 with Ortiz Enterprises, Inc. for construction of the I-10 Tippecanoe Interchange, Phase 1 project: CCO No. 16 Supplement 1 (\$51,786.29 additional funds based on actual field conditions, necessary to complete work structural excavation work associated with CCO 16), CCO No. 24 (\$20,005.77 increase for replacement of planned concrete roadway section with Rapid-set High Strength Concrete pavement to mitigate delays due to utilities thereby enabling timely opening of ramp to traffic), CCO No. 25 (\$9,778.20 increase for revisions to staging plans to provide contractor added room to perform construction of Wall 194 in Stage 1 in lieu of Stage 2), CCO No. 26 (no cost/no credit change for closing the eastbound off ramp to allow the contractor to perform necessary work at ramp termini to provide ramp improvements to traveling public prior to Thanksgiving), CCO No. 27 Supplement 1 (\$15,000.00 additional funds for placement of Aggregate Sub-base above buried Aerial Deposited Lead soil material) and CCO No. 28 (\$80,000.00 increase to compensate contractor for removal of low R- value soils and importing and placement of soil with required high R-value soil for roadway embankment).
- F. CN C11184 with Skanska USA Civil West for the construction of the Hunts Lane Grade Separation project: CCO No. 21 (no cost/no credit change to combine construction stages and implement temporary measures to mitigate Critical Path delays caused by buried man-made objects encountered during utility work), CCO No. 25 (no cost/no credit change to modify the permanent Hunts Lane striping per agreement between SANBAG and Royal Truck Stop) and CCO No. 30 (\$2,365.00 increase to compensate contractor for removal of Temporary Pavement Markings).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0824, 0826, 0841, 0842 and 0870.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff: Garry Cohoe, Director of Project Delivery



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: November 14, 2013

Subject: 2014 Board of Directors Metro Valley Study Session Meeting Schedule

Recommendation:* Approve the 2014 Board of Directors Metro Valley Study Session Meeting Schedule.

Background: The SANBAG Board of Directors Metro Valley Study regular meeting schedule is on the second Thursday following the SANBAG Board meeting, beginning at 9:00 a.m., in the 1st Floor Lobby at the Sante Fe Depot. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. A quorum of the Board Study Session is the same as the quorum of the SANBAG Board of Directors. If less than a quorum is in attendance, the Board members in attendance may consider, discuss, and make recommendations to the Board regarding items on the Study Session agenda for Board action at its regular meetings. Meeting dates and time may be modified upon the request of the Study Session Chair due to an anticipated low attendance at a meeting. SANBAG staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure continuity of meetings and participation.

A proposed 2014 meeting schedule is identified below for approval. Board members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SANBAG's standard procedure for meeting preparation. The proposed 2014 meeting

Approved
Board Metro Valley Study Session

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

schedule does conform to the second Thursday following the SANBAG Board of Directors meeting.

The proposed 2014 meeting dates are as follows:

January 16, 2014 *	May 15, 2014 *	September 11, 2014
February 13, 2014	June 12, 2014	October 9, 2014
March 13, 2014	No meeting (DARK)	November 13, 2014
April 10, 2014	August 14, 2014	December 11, 2014

* This date falls on the 3rd Thursday of the month

Financial Impact: Approval of the regular meeting schedule has no impact upon the SANBAG budget. Activities to support the Metro Valley Study Session meetings are in the approved SANBAG budget under Task No. 0815, Measure I Program Management and Project Development.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff: Garry Cohoe, Director of Project Delivery

SANBAG 2014 Master Calendar

~ January 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board (Regular Date) New Year's Day HOLIDAY	2 SCAG Regional Council	3	4
5	6	7 Orthodox Christmas HOLIDAY	8 Board (Proposed Date)	9	10 SCRRA Board	11
12	13	14 Muhammad's Birthday Islamic HOLIDAY	15 General Policy Committee	16 Metro Valley Study Session Commuter Rail/Transit Committee	17 Mt/Desert Committee	18
19	20 Martin Luther King Day HOLIDAY	21	22 League New Mayors & Council Members	23 League New Mayors & Council Members	24 League New Mayors & Council Members	25
26	27	28	29	30	31	Notes:

SANBAG 2014 Master Calendar

~ February 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5 Board	6 SCAG Regional Council	7	8
9	10	11	12 General Policy Committee	13 Metro Valley Study Session	14 SCRRA Board	15
16	17 President's Day HOLIDAY	18	19	20 Commuter Rail/Transit Committee	21 MV/Desert Committee	22
23	24	25	26	27	28	Notes:

SANBAG 2014 Master Calendar

~ March 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 NACo. Legislative Conference
2 NACo. Legislative Conference	3 NACo. Legislative Conference	4 NACo. Legislative Conference	5 Board NACo. Legislative Conference	6 SCAG Regional Council	7	8
9	10	11	12 General Policy Committee	13 Metro Valley Study Session	14 SCRRA Board	15
16	17	18	19	20 Commuter Rail/Transit Committee	21 M/Desert Committee Naw-Ruz Baha'i HOLIDAY	22
23	24	25	26	27 City/County Conference	28 City/County Conference	29
30	31 Cesar Chavez	Notes:				

SANBAG 2014 Master Calendar

~ April 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4	5
6	7	8	9 General Policy Committee	10 Metro Valley Study Session	11 SCRRA Board	12
13	14	15 Passover Jewish HOLIDAY (4/15-4/22)	16	17 Commuter Rail/Transit Committee	18 Mt/Desert Committee Good Friday Christian HOLIDAY	19
20 Easter Sunday	21 First Day of Ridvan Baha'i HOLIDAY	22 Passover Jewish HOLIDAY (Ends)	23	24	25	26
27	28	29 Ninth Day of Ridvan Baha'i HOLIDAY	30	Notes:		

SANBAG 2014 Master Calendar

~ May 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 SCAG Regional Council	2 Twelfth Day of Ridvan Baha'i HOLIDAY	3
4	5	6	7 Board	8	9 SCRRA Board	10
11 Mother's Day	12	13	14 General Policy Committee CSAC Legislative Conference	15 Metro Valley Study Session Commuter Rail/Transit Committee CSAC Legislative Conference	16 Mt/Desert Committee	17
18	19	20	21	22	23 Declaration of the Bab Baha'i HOLIDAY	24
25	26 Memorial Day HOLIDAY	27	28	29 Ascension of Baha'u'llah Baha'i HOLIDAY	30	31

SANBAG 2014 Master Calendar

~ June 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Shavout Jewish HOLIDAY	4 Board	5 SCAG Regional Council	6	7
8	9	10	11 General Policy Committee	12 Metro Valley Study Session	13 SCRRA Board	14
15 Father's Day	16	17	18	19 Commuter Rail/Transit Committee	20 Mt/Desert Committee	21
22	23	24	25	26	27	28 Beginning of Ramadan Islamic HOLIDAY
29	30	Notes:				

SANBAG 2014 Master Calendar

~ July 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4 Independence Day HOLIDAY	5
6	7	8	9 General Policy Committee (DARK) Martyrdom of the Bab Baha'i HOLIDAY	10 Metro Valley Study Session (DARK)	11 SCRRA Board NACo Annual Meeting	12 NACo Annual Meeting
13 NACo Annual Meeting	14 NACo Annual Meeting	15	16	17 Commuter Rail/Transit Committee (DARK)	18 MT/Desert Committee (DARK)	19
20	21	22	23 Lailatul-Qadr Islamic HOLIDAY	24	25	26
27 End of Ramadan Islamic HOLIDAY	28	29	30	31	Notes:	

SANBAG 2014 Master Calendar

~ August 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board (DARK)	7 SCAG Regional Council	8 SCRRA Board	9
10	11	12	13 General Policy Committee	14 Metro Valley Study Session	15 Mt/Desert Committee	16
17	18	19	20	21 Commuter Rail/Transit Committee	22	23
24	25	26	27	28	29	30
31	Notes:					

SANBAG 2014 Master Calendar

~ September 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Labor Day HOLIDAY	2	3 Board League Annual Conference	4 SCAG Regional Council League Annual Conference	5 League Annual Conference	6
7	8	9	10 General Policy Committee	11 Metro Valley Study Session	12 SCRRA Board	13
14	15	16	17	18 Commuter Rail/Transit Committee	19 Mt/Desert Committee	20
21	22	23	24	25 Rosh Hashanah Jewish HOLIDAY	26	27
28	29	30	Notes:			

SANBAG 2014 Master Calendar

~ October 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board	2 SCAG Regional Council	3	4 Yom Kippur Jewish HOLIDAY
5 Eid al-Adha Islamic HOLIDAY	6	7	8 General Policy Committee	9 Metro Valley Study Session Sukkot Jewish HOLIDAY (10/9-10/15)	10 SCRRA Board	11
12 APTA Annual Meeting	13 APTA Annual Meeting Columbus Day HOLIDAY	14 APTA Annual Meeting	15 APTA Annual Meeting	16 Rail/Transit Committee High Desert Opportunity Shmini Atzeret Jewish HOLIDAY	17 Mt/Desert Committee Simchat Torah Jewish HOLIDAY	18
19	20 Birth of the Bab Baha'1 HOLIDAY	21	22	23	24	25
26	27	28	29	30	31 Halloween	Notes:

SANBAG 2014 Master Calendar

~ November 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5 Board	6 SCAG Regional Council	7	8
9	10	11 Veteran's Day HOLIDAY	12 General Policy Committee Birth of the Baha'u'llah Baha'i HOLIDAY	13 Metro Valley Study Session Commuter Rail/Transit Committee (Proposed)	14 M/Desert Committee (Proposed) SCRRA Board	15
16	17	18 CSAC Annual Meeting	19 CSAC Annual Meeting	20 Commuter Rail/Transit Committee CSAC Annual Meeting	21 M/Desert Committee CSAC Annual Meeting	22
23	24	25	26 Day of the Covenant Baha'i HOLIDAY	27 Thanksgiving HOLIDAY	28 Thanksgiving Day After HOLIDAY Ascension of Abdu'l-Baha Baha'i HOLIDAY	29
30	Notes:					

SANBAG 2014 Master Calendar

~ December 2014 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 SCAG Regional Council	5	6
7	8	9	10 General Policy Committee	11 Metro Valley Study Session Commuter Rail/Transit Committee (Proposed)	12 M/Desert Committee (Proposed) SCRRA Board	13
14	15	16	17 Hanukkah (12/17-12/24) Jewish HOLIDAY	18 Commuter Rail/Transit Committee	19 M/Desert Committee	20
21	22	23	24 Christmas Eve HOLIDAY	25 Christmas Day HOLIDAY	26 Kwanzaa (12/26-1/1) Interfaith/African American HOLIDAY	27
28	29	30	31 New Year's Eve HOLIDAY	Notes:		



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: November 14, 2013

Subject: Cooperative Agreement with the Colton Unified School District for bus services during construction of the Laurel Street Grade Separation Project

Recommendation: That the following be reviewed and recommended for approval by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting:

1. Approve Cooperative Agreement No. C14087 with the Colton Unified School District in an estimated amount of \$389,805.24 for bus services for Colton Middle School during construction of the Laurel Street Grade Separation Project.
2. Approve a contingency amount of \$38,980.52 and authorize the Executive Director, or his designee, to release contingency as required for Cooperative Agreement No. C14087.

Background: The Laurel Street Grade Separation Project will improve safety and reduce traffic delays along Laurel Street by separating pedestrians and vehicles from train traffic on six tracks along the BNSF Railway Company (BNSF) rail corridor. The project would also reduce train related noise impacts by eliminating the need for trains to sound their horns while passing. The construction contract for the project was awarded at the September 2013 Board of Directors meeting. The

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
-----	--	-----	---	-----	---	------	--	-----	--

Check all that apply.

MVSS1311a-pm

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C14087.doc>

construction notice to proceed was issued to the contractor, and the first day of work was October 28, 2013.

In order to reduce the duration of construction and to facilitate the work, the City of Colton agreed to the full closure of Laurel Street at the BNSF railroad crossing during construction. With the full closure of Laurel Street, the existing railroad crossing signals, crossing arms, and warning devices such as bells and lights will be removed. The crossing was closed for vehicular traffic on November 4, 2013, and access for pedestrians across the tracks will be removed during the first week of December.

Presently, many students attending the Colton Middle School, which is located approximately ½ mile from the project area, cross the existing at-grade crossing at Laurel Street and the BNSF tracks on foot. With the full closure of Laurel Street at the railroad crossing, these children would be required to follow a pedestrian detour route through Olive Street to the south, adding about ¾ miles to their walk to school. Due to the added length of the pedestrian detour route, there is a possibility that Colton Middle School students may trespass on the BNSF railroad corridor and unsafely cross the tracks to reduce the distance of their route to school and back home.

With safety concerns for Colton Middle School students, SANBAG staff have been in discussions with representatives from the Colton Unified School District to explore funding of additional bus services during construction of the project. Colton School District Transportation representatives have provided a bus plan and schedule to service students that would otherwise have to utilize the pedestrian detour. The work plan calls for four buses along four routes for two hours in the morning and two hours in the afternoon. Project construction is estimated to last about two years, and provision of bus services for the remainder of the 2013/2014 school year, the 2014/2015 school year, and a portion of the 2015/2016 school year, a total of 319 school days, would sufficiently cover the duration of construction of the project.

Per Cooperative Agreement No. C14087, the cost per bus per day is \$305.49 or a total of \$1,221.96 per day for four buses. The total estimated cost for 319 school days would then be \$389,805.24. Staff is also recommending a 10% contingency of \$38,980.52 to account for unforeseen delays to the construction period.

Under the agreement, SANBAG will fund the full amount for bus services, and the Colton Unified School District will be responsible for providing the bus services and for all responsibilities and liabilities associated with the operation of additional school buses.

Financial Impact: This item is consistent with the 2013/2014 Fiscal Year budget. Cooperative Agreement No. C14087 will be funded with Measure I Major Streets Bond Funds and funding from the City of Colton, BNSF, and Union Pacific Railroad (UPRR) per funding agreement C12053.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff: Garry Cohoe, Director of Project Delivery

CONTRACT SUMMARY SHEET

Contract No. C 14087 Amendment No. _____

By and Between

SB County Transportation Commission and Colton Unified School District

Contract Description Cooperative Agreement for Bus Services

Board of Director's Meeting Date: 12/04/13	
Overview of BOD Action: Approve co-op No. C14087 with the Colton Unified School District in for an estimated amount of \$389,805.24 for bus services during construction of the Laurel Street Grade Separation Project. Approve 10% contingency in the amount of \$38,980.52. Total of \$428,785.76	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	389,805.24	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$	0	Contingency Amendment
TOTAL CONTRACT VALUE	\$	389,805.24	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 428,785.76

Contract Start Date 12/04/13	Current Contract Expiration Date 12/31/15	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0884</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? MSI, Colton, UPRR, and BNSF	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:	
MSI (6230) 72.34%, Colton 9.96%, UPRR 7.7%, and BNSF 10%	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	

PAUL MELOTON		11/4/13
Project Manager (Print Name)	Signature	Date
		11-4-13
Task Manager (Print Name)	Signature	Date
Andrea Zureick		11/5/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
		11/8/13
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

COOPERATIVE AGREEMENT
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AND THE COLTON JOINT UNIFIED SCHOOL DISTRICT
FOR THE
LAUREL STREET GRADE SEPARATION PROJECT

This Cooperative Agreement (Agreement) is made by and between the San Bernardino County Transportation Commission (herein referred to as COMMISSION) and the Colton Joint Unified School District (herein referred to as DISTRICT). This Agreement defines specific COMMISSION and DISTRICT tasks and responsibilities related to the detour (herein referred to as the DETOUR) necessitated by the closure of Laurel Street over the railroad tracks in Colton during construction of the Laurel Street Grade Separation Project (herein referred to as PROJECT). The DETOUR will require the DISTRICT to offer transportation to students who attend Colton Middle School and reside on the eastside of the railroad tracks.

RECITALS

1. The DETOUR will be in effect while Laurel Street is closed as part of the PROJECT for a period of approximately two (2) years.
2. COMMISSION and DISTRICT intend to work together in a cooperative manner in every respect toward completing the construction of a quality PROJECT.
3. The purpose of this Agreement is to define the roles and responsibilities for COMMISSION and DISTRICT.
4. The parties agree to the concept and purpose of the DETOUR.

AGREEMENT

1. DETOUR costs and responsibilities are to be divided between COMMISSION and DISTRICT as described below.
2. COMMISSION will supply funds to DISTRICT at the rates set out in this Agreement for the DISTRICT's use in providing additional school bus transportation for the duration of the DETOUR for Colton Middle School students impacted by the DETOUR.

3. COMMISSION will be responsible for disseminating public information related to the PROJECT. COMMISSION will update DISTRICT about the PROJECT as part of the dissemination of public information.
4. DISTRICT will be responsible for acquisition of additional buses, bus drivers, fuel, maintenance, busing the students, and any and all costs, responsibilities and liabilities associated with the operation of additional school buses needed to provide transportation to Colton Middle School students impacted by the DETOUR (cumulatively "additional school bus operations"). COMMISSION's only cost, responsibility and liability will be to fund the additional school bus operations at the rates set forth in this Agreement and keep the DISTRICT informed as described herein.
5. COMMISSION shall pay the DISTRICT for the additional school bus operations at the rate of \$305.49 per school day for each of the four (4) school bus routes. It is estimated that four (4) school bus routes will be required to serve the students of Colton Middle School who are impacted by the DETOUR for an estimated 97 school days during the 2013-2014 school year, an estimated 180 school days for the 2014-15 school year, and an estimated 42 school days for the 2015-16 school year for a total estimated cost of \$389,805.24. The initial payment to the DISTRICT shall be \$1,221.96 per school day for sixty (60) school days for a total amount of \$73,317.60, and shall be received by the DISTRICT within thirty (30) calendar days after the start of DETOUR. COMMISSION will be credited for the initial payment of \$73,317.60 against amounts invoiced monthly by DISTRICT for the additional school bus operations beginning with the first month billing after the start of DETOUR. DISTRICT shall provide COMMISSION with detailed billing of school bus operations invoiced to COMMISSION including the operational days and the route numbers used to transport students.
6. The DISTRICT will monitor the utilization of the school buses to determine if the number of school bus routes to serve the Colton Middle School can be reduced or if additional school bus routes are required. Written consent is required from COMMISSION prior to adding additional school bus routes beyond the four (4) school bus routes contemplated under this agreement. Consent to additional bus routes may be provided by a letter from COMMISSION's Director of Project Delivery provided that any such additional bus service does not increase the total contract amount. Consent from COMMISSION shall not be unreasonably withheld. Additional school bus routes will be billed at \$305.49 per school day.
7. Neither DISTRICT nor any of their officers, employees, or agents, is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by COMMISSION under or in connection with any work performed by or authority of jurisdiction delegated to COMMISSION under this Agreement. It is understood and agreed that COMMISSION shall fully defend, indemnify and save harmless DISTRICT and its officers, employees, and agents from all claims,

suits or actions of every name, kind and description brought for or on account of injury occurring by reasons of anything done or omitted to be done by COMMISSION under or in connection with any work, authority, or jurisdiction delegated to COMMISSION under this Agreement.

8. Neither COMMISSION nor any of its officers, employees, or agents is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by DISTRICT under or in connection with any work performed by or authority of jurisdiction delegated to DISTRICT under this Agreement. It is understood and agreed that DISTRICT shall fully defend, indemnify and save harmless COMMISSION and its officers, employees, and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reasons of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement.
9. COMMISSION and DISTRICT agree to work cooperatively to solve any issues that develop during the DETOUR. All parties agree to respond to issues in a timely manner, so as not to interfere with the progress of the PROJECT. Each party shall bear their own costs in relation to carrying out the matters specified herein unless otherwise specified.
10. This Agreement will terminate upon the earlier of completion of DETOUR by COMMISSION or upon ninety (90) calendar days' written notification and acceptance between the parties.
11. This Agreement may not be modified or amended except by a written instrument duly authorized and executed by COMMISSION and DISTRICT.
12. Notices: Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties at the following addresses:

If to COMMISSION: Garry Cohoe
Director of Project Delivery
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715
Phone: (909) 884-8276

If to DISTRICT: Rick Feinstein
Director of Risk Management & Transportation
Colton Joint Unified School District
1212 Valencia Drive
Colton, California 92324
Phone: (909) 580-5000 x 5388

13. This Agreement shall be effective on the date executed by COMMISSION.
14. The Recitals are incorporated into and made a part of this Agreement.
15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties hereto, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

In witness whereof, the parties have executed this Agreement below.

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION:**

**COLTON JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
W.E. Jahn
President, Board of Directors

By: _____
Roger Kawalski
President, Board of Education

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

ATTEST:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Patt Haro
Clerk of the Board

CONCURRENCE

APPROVED AS TO LEGAL FORM:

By: _____
Jeffery Hill
Contract Administrator

By: _____



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: November 14, 2013

Subject: Reimbursement Agreement for the Palm Avenue Grade Separation Project

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting:

1. Approve Contract No. R14071 with Caltrans to receive \$5,000,000 for project cost reimbursement from the California Public Utilities Commission (CPUC) Grade Separation Fund for Section 190 funds for the Palm Avenue Grade Separation Project.
2. Approve Amendment to the SANBAG Fiscal Year 2013/2014 Budget modifying revenue sources funding Task No. 0874 (Palm Avenue Grade Separation) adding \$4 million of CPUC Section 190 Grade Separation funds and reducing \$1 million of Valley Major Street Bond Funds as detailed in the Financial Impact Section below to increase the task budget to a new total of \$12,129,369.

Background: This is a new reimbursement contract. Every year the State of California Public Utilities Commission develops a railroad grade separation project priority list that, depending on fund availability, is used by the CPUC and the California Transportation Commission (CTC) to contribute up to \$5 million per project for high priority railroad grade separation projects. The 2012-2013 Priority List

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.
 MVSS1311c-ds

Attachment: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/R14071.pdf>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/R14071%20Exhibit%20A.pdf>

includes the Palm Avenue Grade Separation project thus making the project eligible to receive \$5 million. The California Transportation Commission has authorized Caltrans to allocate funds from the Grade Separation Fund to projects on the CPUC Priority List. The attached agreement acknowledges that the Palm Avenue Grade Separation project will receive \$5 million from this program.

Financial Impact: This item is not consistent with the adopted Fiscal Year 2013/2014 budget under Task No. 0874, as it was not known during budget development that CPUC Section 190 funds would be available for this project. A budget amendment is necessary to modify revenue sources funding Task No. 0874 (Palm Avenue Grade Separation) adding \$4 million of the CPUC Section 190 funds for this current year budget. Due to the addition of these funds, the Valley Major Street Bond Fund budget can be reduced by \$1 million. Task No. 0874.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. R 14071 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and California Department of Transportation

Contract Description Section 190 fund reimbursement for the Palm Ave/BNSF Grade Separation

Board of Director's Meeting Date: 12/4/13
Overview of BOD Action: Approve reimbursement to SANBAG of \$5 million from Section 190 funds for all phases of the Palm Avenue Grade Separation Project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	5,000,000.00	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$
Current Amendment Amount	\$		Contingency Amendment
			\$
TOTAL CONTRACT VALUE	\$	5,000,000.00	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 5,000,000.00

Contract Start Date 12/4/13	Current Contract Expiration Date 4/15/15	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input type="checkbox"/> Budget authority for this contract currently exists in Task No.				
<input checked="" type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? CPUC Section 190 funds				
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
CPUC Section 190 funds				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	

Dennis Saylor

Project Manager (Print Name) <i>Gary Cohen</i>	Signature <i>Dennis Saylor</i> Date <i>10/8/13</i>
Task Manager (Print Name) <i>Andrea Zureick</i>	Signature <i>Gary Cohen</i> Date <i>10-8-13</i>
Dir. of Fund Admin. & Programming (Print Name) <i>Jeffery Hill</i>	Signature <i>Andrea Zureick</i> Date <i>10/21/13</i>
Contract Administrator (Print Name) <i>W STANLEY</i>	Signature <i>Jeffery Hill</i> Date <i>10/22/13</i>
Chief Financial Officer (Print Name)	Signature <i>W Stanley</i> Date <i>10/24/13</i>

Chapter	Statutes	Item	Fiscal Year	Program Code	Category	Fund Source
21 & 29	2012	2660.102.042	2012-13	20.30.010.400	210000	SHA
EA		918326	Funding Profile Number R00225		Project ID Number 0014000065	
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.						
Resource Manager Signature					FY & Amount 2012-13 - \$5,000,000	

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of September 2013, by and between the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "State", and the San Bernardino Associated Governments a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH

WHEREAS, pursuant to the provisions of Section 2452 et seq of the Streets and Highways Code, the Public Utilities Commission of the State of California, by Interim Opinion Establishing Priority List for 2012-13 Fiscal Year as part of Investigation 11-07-022, established a Priority List of Grade Separation Projects for the Fiscal Year of 2012-13 and

WHEREAS, said Priority List includes a project proposed by County to construct an Overpass at the tracks of the Burlington Northern Santa Fe Railroad (BNSF) to carry the roadway over the tracks of the BNSF hereinafter referred to as "Project", as shown on Exhibit "A" attached hereto and application was made for an allocation of \$5 million; and

WHEREAS, by decision No. G.12-10-005 dated November 1, 2012 the Public Utilities Commission authorized County to construct a crossing at separated grade identified as PUC Crossing No. 002-74.00 and DOT No. 026105N in the City of San Bernardino, San Bernardino County, the roadway will pass over the tracks of the BNSF railroad, hereinafter referred to as "Railroad"; and

WHEREAS, on October 15, 2012 County and Railroad entered into an agreement for the construction and maintenance of said Project, and wherein Railroad has agreed to contribute a portion of the cost of Project as required by law; and

WHEREAS, County has herein certified to State that sufficient County funds are available to finance its share of Project cost, and that all other matters prerequisite to awarding a construction contract within a period of two years after the allocation have been or will be taken care of within that time; and

WHEREAS, the California Transportation Commission (by Resolution No. M-136), has authorized the Department of Transportation to allocate funds from the Grade Separation Fund to local agencies in accordance with the applicable annual priority list as established by the Public Utilities Commission; and

WHEREAS, an agreement is to be entered into between County and State to provide reimbursement to County in a sum not to exceed \$5,000,000, provided, however, County establishes to the satisfaction of State that all sums expended by County for Project are reasonable and a necessary part of Project;

NOW THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, as hereinafter set forth, State and County agree as follows:

1. County hereby certifies it has sufficient County funds available to finance its share of Project cost.
2. County, in cooperation with Railroad, will undertake Project, which consists of acquisition and clearing of necessary rights of way, preliminary and construction engineering, work by Railroad forces, and construction of Project.
3. The costs attributable to Project are limited to the following:
 - (a) Right of Way: The cost of right of way shall include condemnation attorney fees, escrow fee, other necessary acquisition costs, the actual payment to property owners for right of way obtained, the right of way agent's time plus travel expenses and normal payroll additives, the cost of clearing the right of way including utility relocation to the extent required by law and all relocation assistance benefit payments for the participating parcel as required by law, less the value of excess land obtained in such transactions.
 - (b) Engineering: The cost of engineering shall include the actual time of engineers and designers plus travel expense and normal payroll additives.
 - (c) Construction: The cost of construction shall include the amounts actually paid to the contractor(s) and the amounts directly expended for field supervision and

inspection, including travel expense, normal payroll additives, laboratory tests, and work by Railroad forces.

- (d) Direct incidental costs: Direct incidental costs shall be limited to the cost of advertising for bids.

All additives, overhead, or administrative costs other than those mentioned above are excluded from the determination of the cost of Project.

4. As promptly as possible, and in any event **not more than two years** after the allocation by the Director of Transportation, County shall award a contract for construction of Project pursuant to the laws governing County in the advertising and award of public construction contracts, and in conformance with plans and specifications prepared by or on behalf of County in accordance with the California Department of Transportation "Bridge Design Specifications for Overhead Structures". Each plan sheet shall be signed and stamped by the responsible design engineer who shall be registered in the State California. Construction shall be under the control of County.
5. Within 60 days after award of contract by County for construction of Project and upon being furnished with a copy of the executed contract and the plans and specifications, and an itemized statement from County showing expenditures actually and necessarily made by County prior to award of contract for engineering, right of way and utility relocation directly connected with Project, State will reimburse County for up to \$5,000,000, or a portion of said expenditures by the ratio of State's estimated share of the total Project cost to such Project cost, whichever is less.
6. Thereafter, as the work progresses, once funds have been made available by the Legislature, and the California Transportation Commission, then been added to this Agreement by amendment, upon being furnished with copies of the contractor's progress estimates as certified by a Civil Engineer registered in the State of California on behalf of County that the costs are true and correct, or other proof satisfactory to State as to amounts actually paid the contractor and necessarily expended directly for field supervision and inspection as certified by a Civil Engineer registered in the State of California on behalf of County, State will reimburse County up to the total amount allocated for Project by the State for a portion of the amount of payments to the contractor, and the amounts expended by County directly for field supervision and

inspection, equal to the product obtained by multiplying said expenditures by the ratio of State's estimated share of the total Project cost to such total Project cost or \$5,000,000 whichever is less.

7. Within 60 days after completion of the work and acceptance thereof by County, a detailed statement of the direct cost of Project will be prepared by County and furnished to State, whereupon a final accounting will be made based on the direct cost of the work to County, using the definition of cost herein provided in Section 3. State's share of said cost will be equal to 80 percent of the direct cost of State's participating portion of Project, up to a total not to exceed \$5,000,000. If upon final accounting it is determined that State paid more than its share of Project cost, computed in said manner, County will refund to State the difference between State's share of the participating portion of Project cost, and the amount paid by State.
8. All books, papers, records, and accounts of the parties hereto, and the contractors and subcontractors, insofar as they relate to the items of expenses for labor and material or are in any way connected with the work herein contemplated, shall at all reasonable times be open to inspection and audit by the agents and the authorized representatives of the parties hereto, and the records relating thereto shall be retained by the parties and the contractors for a minimum of three years from the date that the final payment is made.
9. The portion of the total project which is the participating project for determination of State's share of the cost of Project is shown on Exhibit "A", attached hereto and made part hereof.
10. Any obligation by State for payment of moneys contained herein is subject to and contingent upon the County establishing to the satisfaction of State that all sums expended by County for Project, for which County requests partial reimbursement from State, are reasonable and are a necessary part of Project.
11. Disbursements of State funds to County, which are encumbered to pay for State's share of the participating portion of Project, must be made prior to April 15, 2015, otherwise the undisbursed balance shall revert to and become part of the fund from which the appropriation was made. If the County does not bill in a timely fashion, funds from a particular budget year may no longer be available in which case the State will not replace reverted funds from other sources of any kind.

12. Any progress payments made by State pursuant to Sections 6 and 7 herein are not an admission by State that such expenditures were reasonable and a necessary part of the project, and if State finds in final accounting that such expenditures were not reasonable and a necessary part of the project, County will reimburse State for such advance funds.
13. An original and two (2) copies of each invoice shall be submitted to State.
14. All invoices and all written correspondence from County to State shall reference this Agreement Number (Agreement No.75GS6119) and the name of the street crossing at separated grade (Palm Avenue).
15. All County invoices for payments are to be submitted to the following address:

California Department of Transportation
Division of Rail - MS 74
Railroad Crossing Safety Branch
P.O. Box 942874-MS 74
Sacramento, CA 94274-001

Attn: Grade Separation Fund
16. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any changes to the terms of this Agreement must be set forth in a formal Agreement amendment.
17. All work/provisions/requirements under this Agreement are to be completed by the expiration date of this Agreement, unless an extension of time is approved by the State in writing.

This Agreement will expire on April 15, 2015.

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

APPROVAL RECOMMENDED

LAUREN CLAUSON, Chief
Railroad Crossing Safety Branch
Caltrans Division of Rail

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

BY

WILLIAM D. BRONTE - Division Chief
Division of Rail
Caltrans

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

BY

W.E. JAHN
President, Board of Directors

Date

APPROVED AS TO FORM

Eileen Monaghan Teichert,
General Counsel

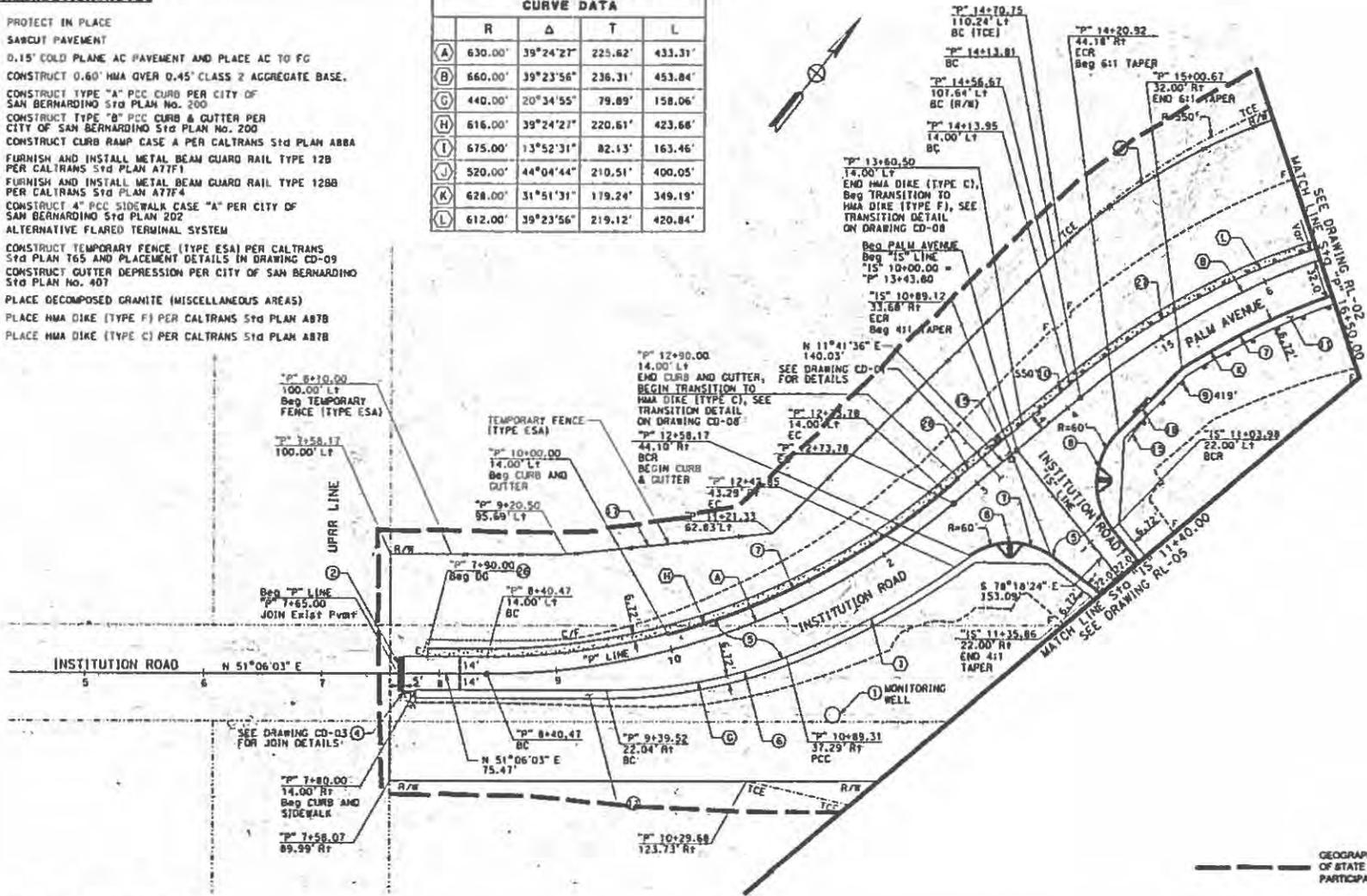
CONCURRENCE

Jeffery Hill
Contract Administrator

CONSTRUCTION NOTES

- 1 PROTECT IN PLACE
- 2 SAWCUT PAVEMENT
- 3 0.15' COLD PLANE AC PAVEMENT AND PLACE AC TO FG
- 4 CONSTRUCT 0.60' HMA OVER 0.45' CLASS 2 AGGREGATE BASE.
- 5 CONSTRUCT TYPE "A" PCC CURB PER CITY OF SAN BERNARDINO STD PLAN NO. 200
- 6 CONSTRUCT TYPE "B" PCC CURB & CUTTER PER CITY OF SAN BERNARDINO STD PLAN NO. 200
- 7 CONSTRUCT CURB RAMP CASE A PER CALTRANS STD PLAN ABBA
- 8 FURNISH AND INSTALL METAL BEAM GUARD RAIL TYPE 12B PER CALTRANS STD PLAN A77F1
- 9 FURNISH AND INSTALL METAL BEAM GUARD RAIL TYPE 12B8 PER CALTRANS STD PLAN A77F4
- 10 CONSTRUCT "A" PCC SIDEWALK CASE "A" PER CITY OF SAN BERNARDINO STD PLAN 202
- 11 ALTERNATIVE FLARED TERMINAL SYSTEM
- 12 CONSTRUCT TEMPORARY FENCE (TYPE ESA) PER CALTRANS STD PLAN T65 AND PLACE DETAILS IN DRAWING CD-09
- 13 CONSTRUCT CUTTER DEPRESSION PER CITY OF SAN BERNARDINO STD PLAN No. 407
- 14 PLACE DECOMPOSED GRANITE (MISCELLANEOUS AREAS)
- 15 PLACE HMA DIKE (TYPE F) PER CALTRANS STD PLAN AB7B
- 16 PLACE HMA DIKE (TYPE C) PER CALTRANS STD PLAN AB7B

CURVE DATA				
	R	Δ	T	L
A	630.00'	39°24'21"	225.82'	433.31'
B	660.00'	39°23'56"	236.31'	453.84'
C	440.00'	20°34'55"	79.89'	158.06'
H	616.00'	39°24'21"	220.81'	423.68'
I	675.00'	13°52'31"	82.13'	163.46'
J	520.00'	44°04'44"	210.51'	400.05'
K	628.00'	31°51'31"	119.24'	349.19'
L	612.00'	39°23'56"	219.12'	420.84'



FINAL SUBMITTAL
JANUARY 31, 2013



Underground Service Alert
Dial 811 from any phone nationwide

APPROVED: _____
DATE: 2/11/13
PROJECT: PALM AVENUE GRADE SEPARATION AT BNSF RAILWAY COMPANY CPUC CROSSING NO. 002-74.00 DOT NO. 028103M

Government **SANBAG**
Working Together

CH2MHILL
2700 KENNESAW BLVD STE 300
CONCORD, CALIFORNIA

NO.	REVISIONS	BY	APPR.	DATE

NOTE: ELEVATIONS ARE BASED ON CITY OF SAN BERNARDINO BENCH MARK "M-1", A 3" STANGARD BRASS BISH STAMPED "T-1405-1949", SET VERTICALLY IN THE NORTHERLY FACE OF THE NORTHEAST CORNER OF THE PALM AVENUE OVERPASS OF I-215, 4.9 FEET ABOVE THE GROUND. ELEV = 1705.55 FEET (NAD83)

DESIGNED BY	JULIAN HERNANDEZ
CHECKED BY	ALICIA CANNON
PROJECT NO.	002-74.00
DATE	1/28/2013

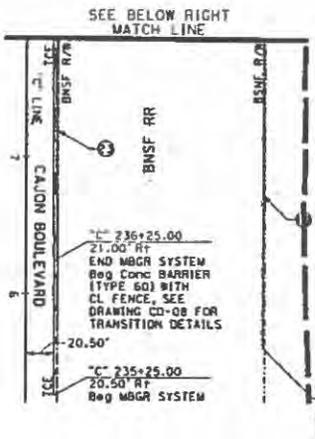
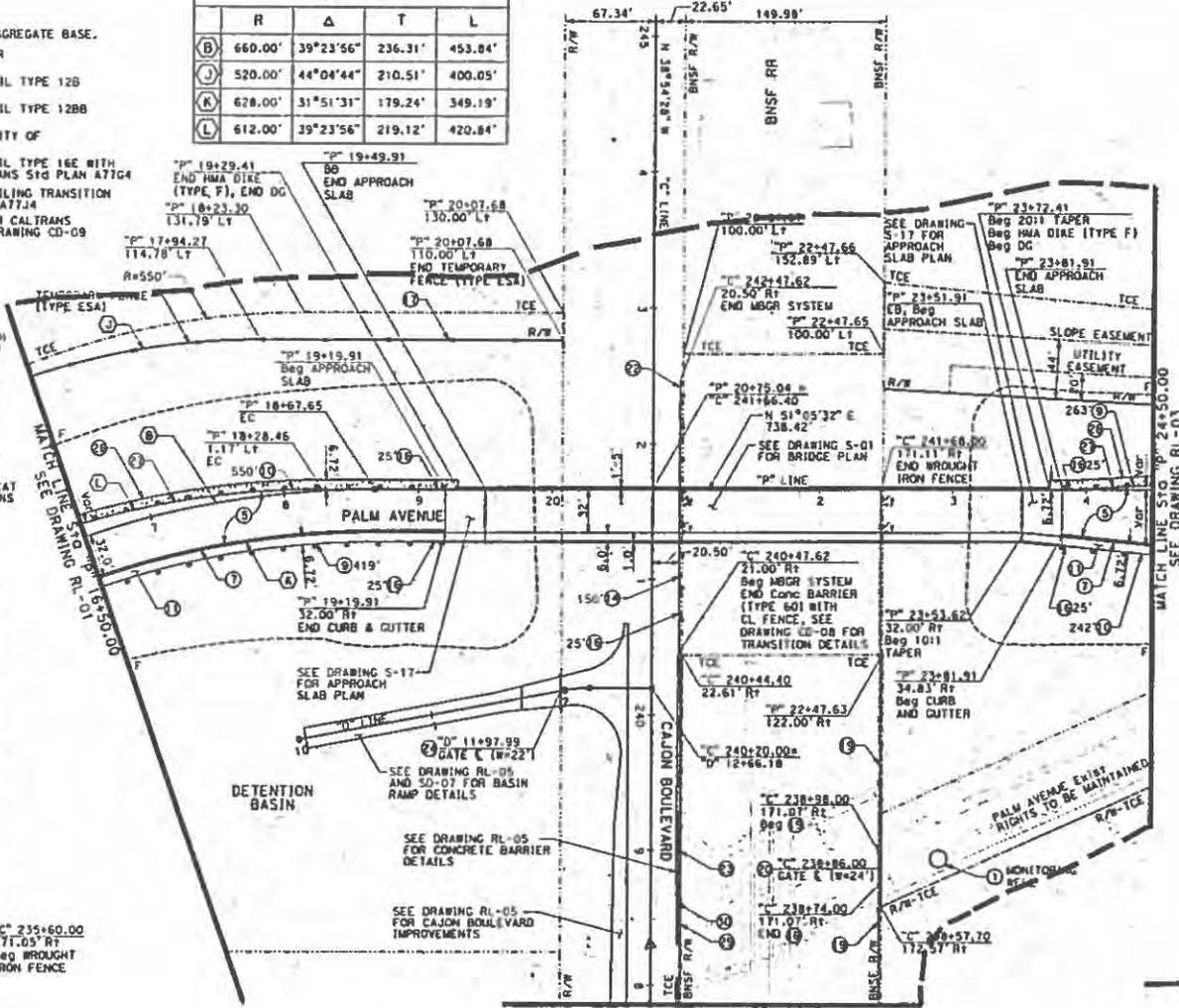
EXHIBIT "A"
PALM AVENUE GRADE SEPARATION
AT BNSF RAILWAY COMPANY
CPUC CROSSING NO. 002-74.00 DOT NO. 028103M
GEOGRAPHICAL LIMITS OF STATE AND RAILROAD PARTICIPATION

SANBAG CONTRACT NO. R14003

CONSTRUCTION NOTES

- 1 PROTECT IN PLACE
- 2 CONSTRUCT 0.60' HMA OVER 0.45' CLASS 2 AGGREGATE BASE.
- 3 CONSTRUCT TYPE "B" PCC CURB & CUTTER PER CITY OF SAN BERNARDINO STD PLAN NO. 200
- 4 FURNISH AND INSTALL METAL BEAM GUARD RAIL TYPE 12B PER CALTRANS STD PLAN A77F1
- 5 FURNISH AND INSTALL METAL BEAM GUARD RAIL TYPE 12BB PER CALTRANS STD PLAN A77F4
- 6 CONSTRUCT 4" PCC SIDEWALK CASE "A" PER CITY OF SAN BERNARDINO STD PLAN 202
- 7 FURNISH AND INSTALL METAL BEAM GUARD RAIL TYPE 16E WITH STRENGTHENED RAILING SECTIONS PER CALTRANS STD PLAN A77G4
- 8 FURNISH AND INSTALL METAL BEAM GUARD RAILING TRANSITION RAILING (TYPE WB) PER CALTRANS STD PLAN A77J4
- 9 CONSTRUCT TEMPORARY FENCE (TYPE ESA) PER CALTRANS STD PLAN T65 AND PLACEMENT DETAILS IN DRAWING CD-09
- 10 CONSTRUCT BROUGHT IRON FENCE PER DETAIL SHOWN ON CD-09
- 11 CONSTRUCT BROUGHT IRON FENCE GATE PER DETAIL SHOWN ON CD-09
- 12 ALTERNATIVE IN-LINE TERMINAL SYSTEM
- 13 CONSTRUCT CONCRETE BARRIER (TYPE 60) WITH CL FENCE PER CALTRANS STD PLAN A76A AND THE DETAIL SHOWN IN DRAWING RL-05
- 14 CONSTRUCT TUBULAR STEEL GATE PER DETAIL SHOWN IN DRAWING CD-07
- 15 PLACE DECOMPOSED GRANITE (MISCELLANEOUS AREAS)
- 16 PLACE HMA DIKE (TYPE F) PER CALTRANS STD PLAN A87B
- 17 CONSTRUCT CHAIN LINK FENCE PER CALTRANS STD PLAN A85
- 18 FURNISH AND INSTALL CRASH CUSHION TYPE CAT PER MANUFACTURER INSTALLATION INSTRUCTIONS

CURVE DATA				
	R	Δ	T	L
(B)	660.00'	39°23'56"	236.31'	453.84'
(J)	520.00'	44°04'44"	210.51'	400.05'
(K)	628.00'	31°51'31"	179.24'	349.19'
(L)	612.00'	39°23'56"	219.12'	420.84'



FINAL SUBMITTAL
JANUARY 31, 2013

Underground Services Alert
 Did 811 from any phone nationwide

APPROVED: [Signature] 2213
 Date: [Signature] 1/31/13
 Title: [Signature] CIVIL ENGINEER EXP. 3-11-11



Governments
SANBAG
 Working Together

CH2MHILL
 8700 CHAMBERLAIN BLVD
 IRVINE, CA 92618



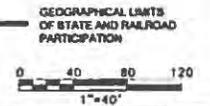
NO.	REVISIONS	BY	APPROV.	DATE

DESIGN NOTES:
 ELEVATIONS ARE BASED ON CITY OF SAN BERNARDINO BENCH MARK 401.43 STANDARD BRASS DISH STAMPED 25+449.1860, SET VERTICALLY IN THE NORTHERLY FACE OF THE NORTHEAST CORNER OF THE PALM AVENUE OVERPASS OF I-215, 4.9 FEET ABOVE THE GROUND. ELEV = 1708.55 FEET (MAY 08)

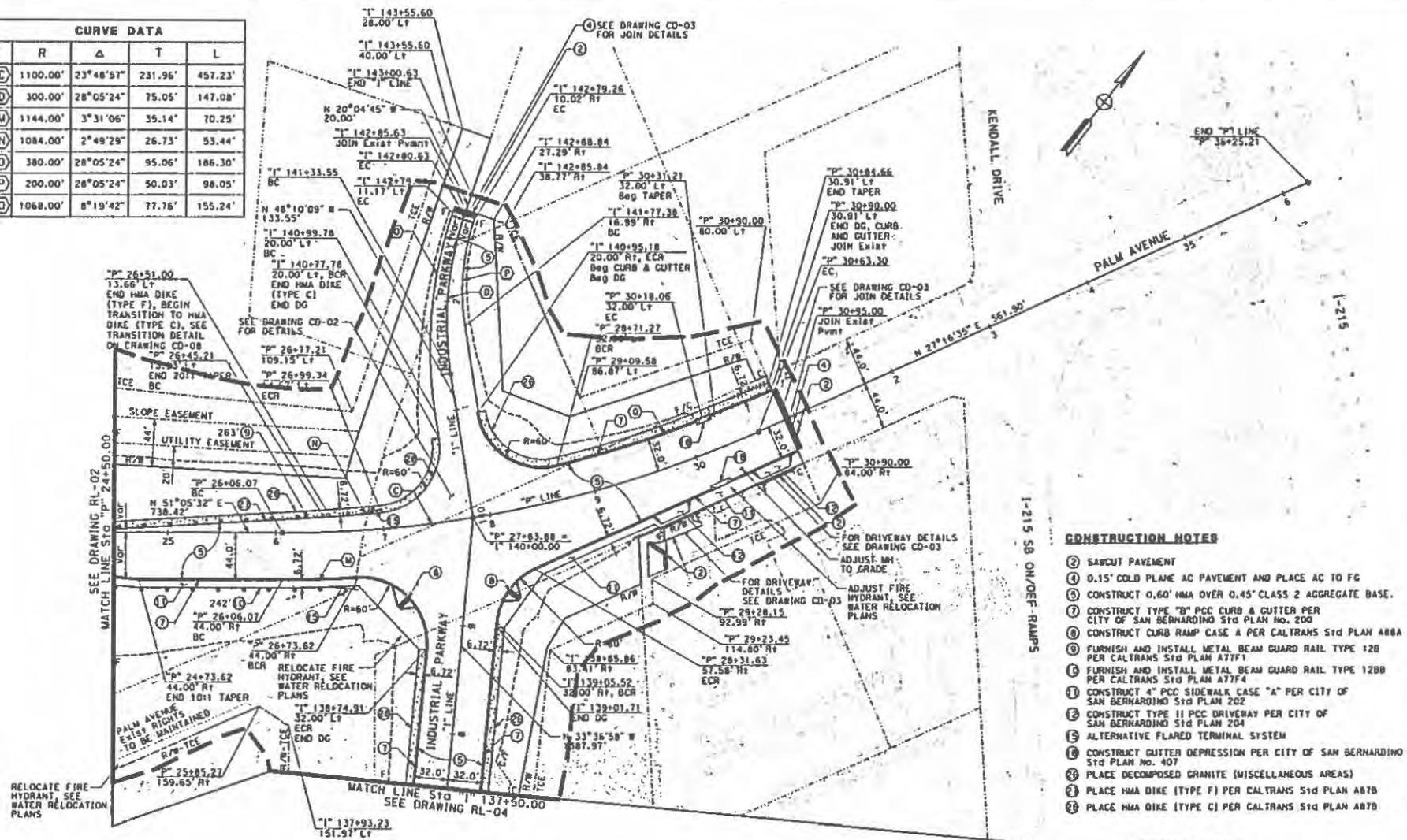
DESIGNED BY: JULIAN HERNANDEZ
CHECKED BY: JULIAN HERNANDEZ
INCHARGE BY: ALICIA CANNON
RECOMMENDED BY: JERRY ROMANA

EXHIBIT "A"
 PALM AVENUE GRADE SEPARATION
 AT BNSF RAILWAY COMPANY
 CPUC CROSSING NO. 002-74.00 DOT NO. 038100B
 GEOGRAPHICAL LIMITS OF STATE AND RAILROAD PARTICIPATION

SANBAG CONTRACT NO. R1400
 SHT 2 OF 10



CURVE DATA				
	R	Δ	T	L
(C)	1100.00'	23°48'57"	231.96'	457.23'
(D)	300.00'	28°05'24"	75.05'	147.08'
(M)	1144.00'	3°31'06"	35.14'	70.25'
(N)	1084.00'	2°49'29"	26.73'	53.44'
(O)	380.00'	28°05'24"	95.06'	186.30'
(P)	200.00'	28°05'24"	50.03'	98.05'
(Q)	1068.00'	8°19'42"	77.76'	155.24'



- CONSTRUCTION NOTES**
- ② SAWCUT PAVEMENT
 - ④ 0.15" COLD PLANE AC PAVEMENT AND PLACE AC TO FG
 - ⑤ CONSTRUCT 0.60' HMA OVER 0.45" CLASS 2 AGGREGATE BASE.
 - ⑦ CONSTRUCT TYPE "B" PCC CURB & GUTTER PER CITY OF SAN BERNARDINO STD PLAN NO. 200
 - ⑧ CONSTRUCT CURB RAMP CASE A PER CALTRANS STD PLAN AB8A
 - ⑨ FURNISH AND INSTALL METAL BEAM GUARD RAIL TYPE 12B PER CALTRANS STD PLAN A77F1
 - ⑩ FURNISH AND INSTALL METAL BEAM GUARD RAIL TYPE 12BB PER CALTRANS STD PLAN A77F4
 - ⑪ CONSTRUCT 4" PCC SIDEWALK CASE "A" PER CITY OF SAN BERNARDINO STD PLAN 202
 - ⑫ CONSTRUCT TYPE 11 PCC DRIVEWAY PER CITY OF SAN BERNARDINO STD PLAN 204
 - ⑬ ALTERNATIVE FLORED TERMINAL SYSTEM
 - ⑭ CONSTRUCT CUTTER DEPRESSION PER CITY OF SAN BERNARDINO STD PLAN NO. 407
 - ⑮ PLACE DECOMPOSED GRANITE (MISCELLANEOUS AREAS)
 - ⑯ PLACE HMA DIKE (TYPE F) PER CALTRANS STD PLAN AB7B
 - ⑰ PLACE HMA DIKE (TYPE C) PER CALTRANS STD PLAN AB7B

FINAL SUBMITTAL
JANUARY 31, 2013

Underground Service Alert
Dial 811 from any phone nationwide

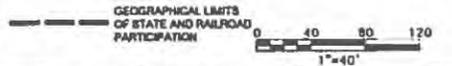
APPROVED: [Signature]
DATE: 2/13/13
SCALE: AS SHOWN

Governments
SANBAG
Monday Through Friday
CH2MHILL
1775 COMMERCIAL BLVD SUITE 300
IRVINE, CA 92614

DATE: []/ []/ []
ELEVATIONS ARE BASED ON CITY OF SAN BERNARDINO BENCH MARK "41-P", A 3" STANDARD BRASS BENCH STAMPED "1-1445-1989", SET VERTICALLY IN THE NORTHERLY FACE OF THE NORTHEAST CORNER OF THE PALM AVENUE OVERPASS OF I-215, 4.9 FEET ABOVE THE GROUND. ELEV = 1705.55 FEET (NAD 83)

DRAWN BY: JULIAN HERNANDEZ
CHECKED BY: ALICIA CANNON
DATE: []/ []/ []

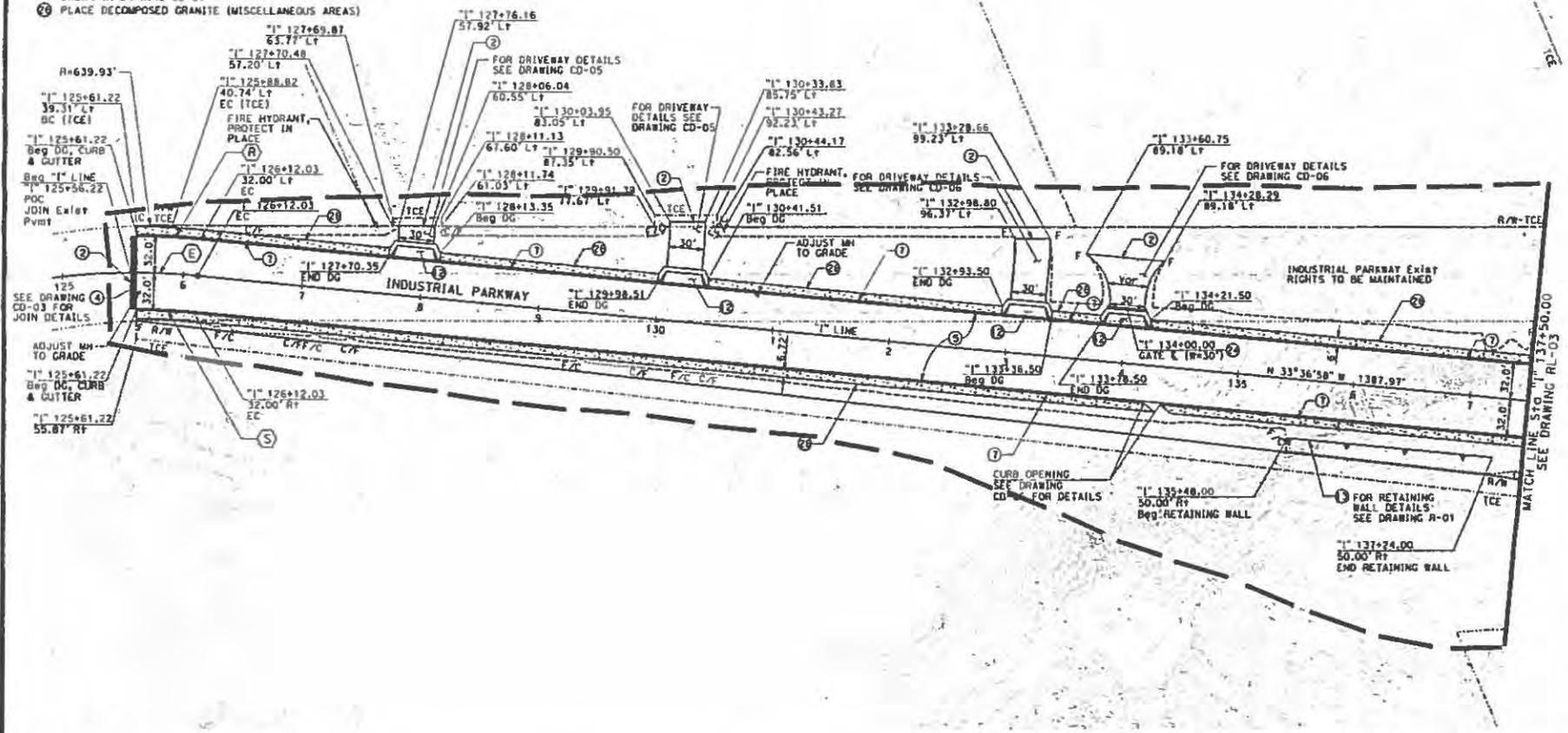
EXHIBIT "A"
PALM AVENUE GRADE SEPARATION
AT BNSF RAILWAY COMPANY
CPUC CROSSING NO. 002-74.00 DOT NO. 025105H
GEOGRAPHICAL LIMITS OF STATE AND RAILROAD PARTICIPATION
SANBAG CONTRACT NO. R1-0103



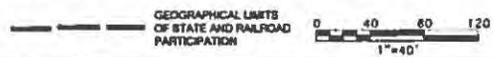
CONSTRUCTION NOTES

- ② SAWCUT PAVEMENT
- ④ 0.15' COLD PLANE AC PAVEMENT AND PLACE AC TO FG
- ⑥ CONSTRUCT 0.60' HMA OVER 0.45' CLASS 2 AGGREGATE BASE.
- ① CONSTRUCT TYPE "B" PCC CURB & GUTTER PER CITY OF SAN BERNARDINO STD PLAN NO. 200
- ③ CONSTRUCT TYPE II PCC DRIVEWAY PER CITY OF SAN BERNARDINO STD PLAN 204
- ⑤ CONSTRUCT TYPE 1 RETAINING WALL PER CALTRANS STD PLAN B3-1 AND RETAINING WALL PLAN, SEE DRAWING R-01
- ② CONSTRUCT TUBULAR STEEL GATE PER DETAIL SHOWN IN DRAWING CD-07
- ②⑥ PLACE DECOMPOSED GRANITE (MISCELLANEOUS AREAS)

	R	Δ	T	L
(E)	550.00'	5°48'52"	27.93'	55.82'
(R)	582.00'	5°17'37"	26.90'	53.77'
(S)	518.00'	5°17'37"	23.95'	47.86'

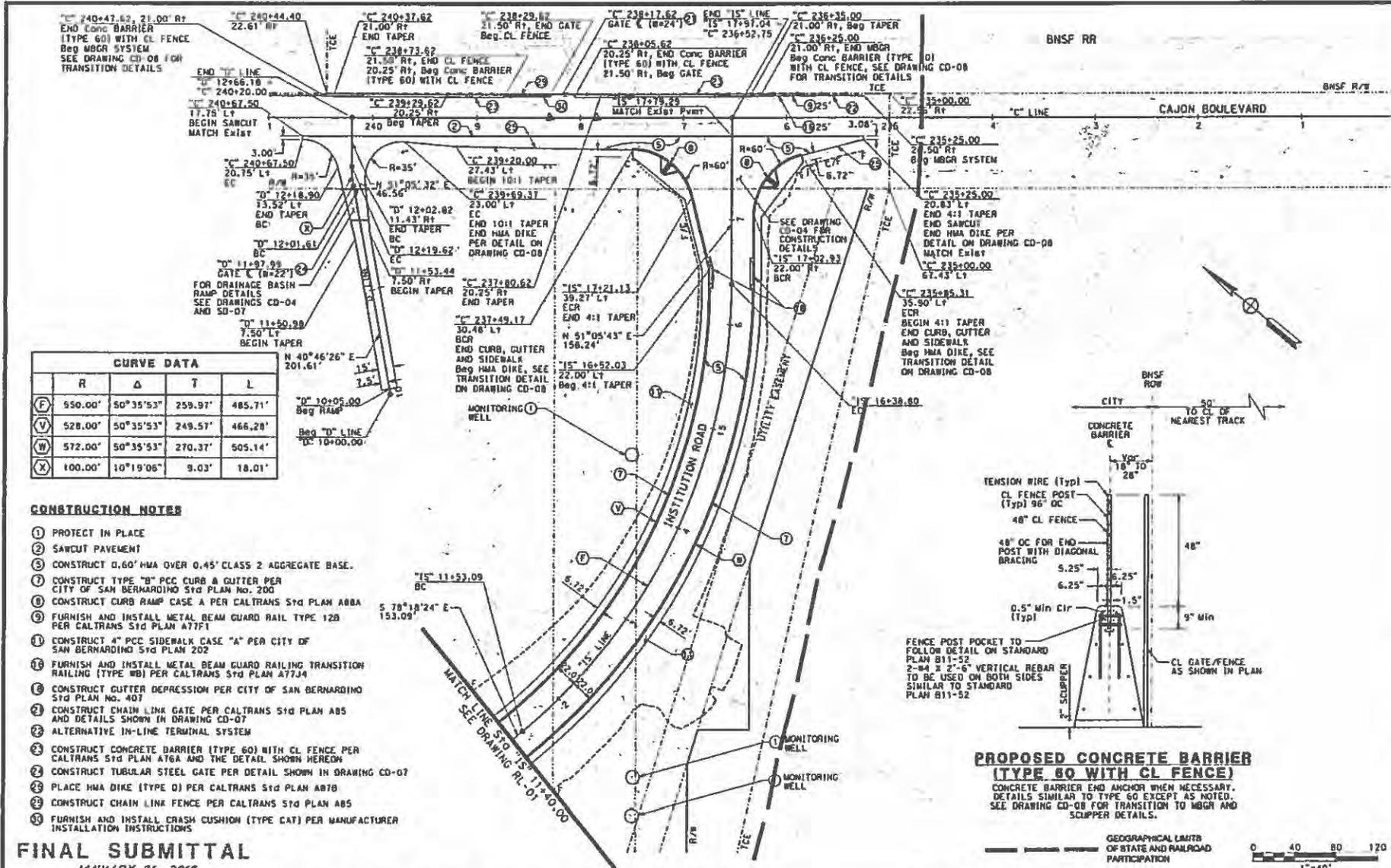


FINAL SUBMITTAL
JANUARY 31, 2013



<p>Underground Service Alert Dial 811 from any phone nationwide</p>	<p>APPROVED _____ 2013</p> <p>DATE: 1/31/13</p>				<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>REVISIONS</th> <th>BY</th> <th>APPR.</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REVISIONS	BY	APPR.	DATE						<p>DESIGNED BY: JULIAN HERNANDEZ</p> <p>SCALE: 1"=40'</p> <p>DRAWN BY: JULIAN HERNANDEZ</p> <p>CHECKED BY: ALICIA CAMPOS</p> <p>RECOMMENDED BY: JERRY ROMANA</p>	<p>EXHIBIT "A" PALM AVENUE GRADE SEPARATION AT BNSF RAILWAY COMPANY CPUC CROSSING NO. 002-74.00 DOT NO. 02810C1 GEOGRAPHICAL LIMITS OF STATE AND RAILROAD PARTICIPATION</p> <p>SANBAG CONTRACT NO. R1403</p>
						NO.	REVISIONS	BY	APPR.	DATE							
<p>GOVERNMENT'S SANBAG WARRANTY</p> <p>CH2MHILL 1770 CHINA GARDEN BLVD #200 FREMONT, CA 94538</p>	<p>BEACH MARK: ELEVATIONS ARE BASED ON CITY OF SAN BERNARDINO BEACH MARK "M-1" & "B" STANDARD BRASS DISH STAMPED "1-1483-1880" SET VERTICALLY IN THE NORTHWEST CORNER OF THE NORTHWEST COLUMN OF THE PALM AVENUE OVERPASS. ELEV. = 1705.55 FEET (NAVD 88).</p>	<p>SHT 4 OF 10</p>															

52

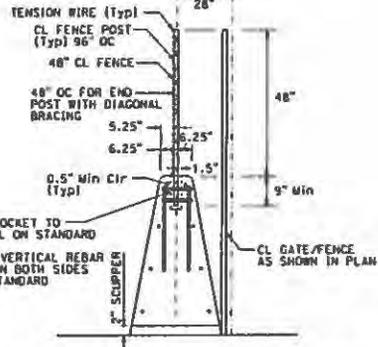


CURVE DATA

	R	Δ	T	L
(F)	950.00'	50°35'53"	259.97'	485.71'
(V)	528.00'	50°35'53"	249.57'	466.28'
(W)	572.00'	50°35'53"	270.37'	505.14'
(X)	100.00'	10°19'06"	9.03'	18.01'

CONSTRUCTION NOTES

- 1 PROTECT IN PLACE
- 2 SAWCUT PAVEMENT
- 3 CONSTRUCT 0.60' HMA OVER 0.45' CLASS 2 AGGREGATE BASE.
- 4 CONSTRUCT TYPE "B" PCC CURB & GUTTER PER CITY OF SAN BERNARDINO STD PLAN NO. 200
- 5 CONSTRUCT CURB RAMP CASE A PER CALTRANS STD PLAN AB8A
- 6 FURNISH AND INSTALL METAL BEAM GUARD RAIL TYPE 12B PER CALTRANS STD PLAN A77F1
- 7 CONSTRUCT 4" PCC SIDEWALK CASE "A" PER CITY OF SAN BERNARDINO STD PLAN 202
- 8 FURNISH AND INSTALL METAL BEAM GUARD RAILING TRANSITION RAILING (TYPE WB) PER CALTRANS STD PLAN A77J4
- 9 CONSTRUCT CUTTER DEPRESSION PER CITY OF SAN BERNARDINO STD PLAN NO. 407
- 10 CONSTRUCT CHAIN LINK GATE PER CALTRANS STD PLAN AB5 AND DETAILS SHOWN IN DRAWING CD-07
- 11 ALTERNATIVE IN-LINE TERMINAL SYSTEM
- 12 CONSTRUCT CONCRETE BARRIER (TYPE 60) WITH CL FENCE PER CALTRANS STD PLAN AT6A AND THE DETAIL SHOWN HEREON
- 13 CONSTRUCT TUBULAR STEEL GATE PER DETAIL SHOWN IN DRAWING CD-07
- 14 PLACE HMA DIKE (TYPE D) PER CALTRANS STD PLAN AB7B
- 15 CONSTRUCT CHAIN LINK FENCE PER CALTRANS STD PLAN AB5
- 16 FURNISH AND INSTALL CRASH CUSHION (TYPE CAT) PER MANUFACTURER INSTALLATION INSTRUCTIONS



PROPOSED CONCRETE BARRIER (TYPE 60 WITH CL FENCE)
 CONCRETE BARRIER END ANCHOR WHEN NECESSARY. DETAILS SIMILAR TO TYPE 60 EXCEPT AS NOTED. SEE DRAWING CD-08 FOR TRANSITION TO MBRG AND SCUPPER DETAILS.

FINAL SUBMITTAL
 JANUARY 31, 2013

Underground Service Alert
 Call 811 from any phone nationwide

APPROVED: *[Signature]* ZQL
 PROJECT: CAJON BOULEVARD
 MUNICIPAL CIVIL ENGINEER EXP. 1/3/11

PROFESSIONAL ENGINEER
 JUDITH L. SAMP
 C22614
 CIVIL
 STATE OF CALIFORNIA

Government's
SANBAG
 SAN BERNARDINO AND ANGELES RAILWAYS

CH2MHILL
 6750 KENDALL AVENUE, SUITE 200
 IRVINE, CALIFORNIA

PROFESSIONAL ENGINEER
 JERRY ROMANA
 C89328
 CIVIL
 STATE OF CALIFORNIA

NO.	REVISIONS	BY	APPR.	DATE

RECORD SHEET
 ELEVATIONS ARE BASED ON CITY OF SAN BERNARDINO BENCH MARK 741.1, 2 X STANDARD BRASS DISK STAMPED "1-1485-1988" SET VERTICALLY IN THE NORTHERLY FACE OF THE NORTHWEST CORNER OF THE PALM AVENUE OVERPASS OF I-215, 4.0 FEET ABOVE THE GROUND. ELEV = 1709.55 FEET (MAY 08)

DESIGNED BY	JULIAN HERNANDEZ
SCALE:	1"=40'
DRAWN BY:	JULIAN HERNANDEZ
CHECKED BY:	ALICIA CANNON
RECORD SHEET BY:	JERRY ROMANA

EXHIBIT "A"
 PALM AVENUE GRADE SEPARATION
 AT BNSF RAILWAY COMPANY
 CPUC CROSSING NO. 002-7430 DOT NO. 0281003
 GEOGRAPHICAL LIMITS OF STATE AND RAILROAD PARTICIPATION

SANBAG CONTRACT NO. R1403

SHT CDF 10

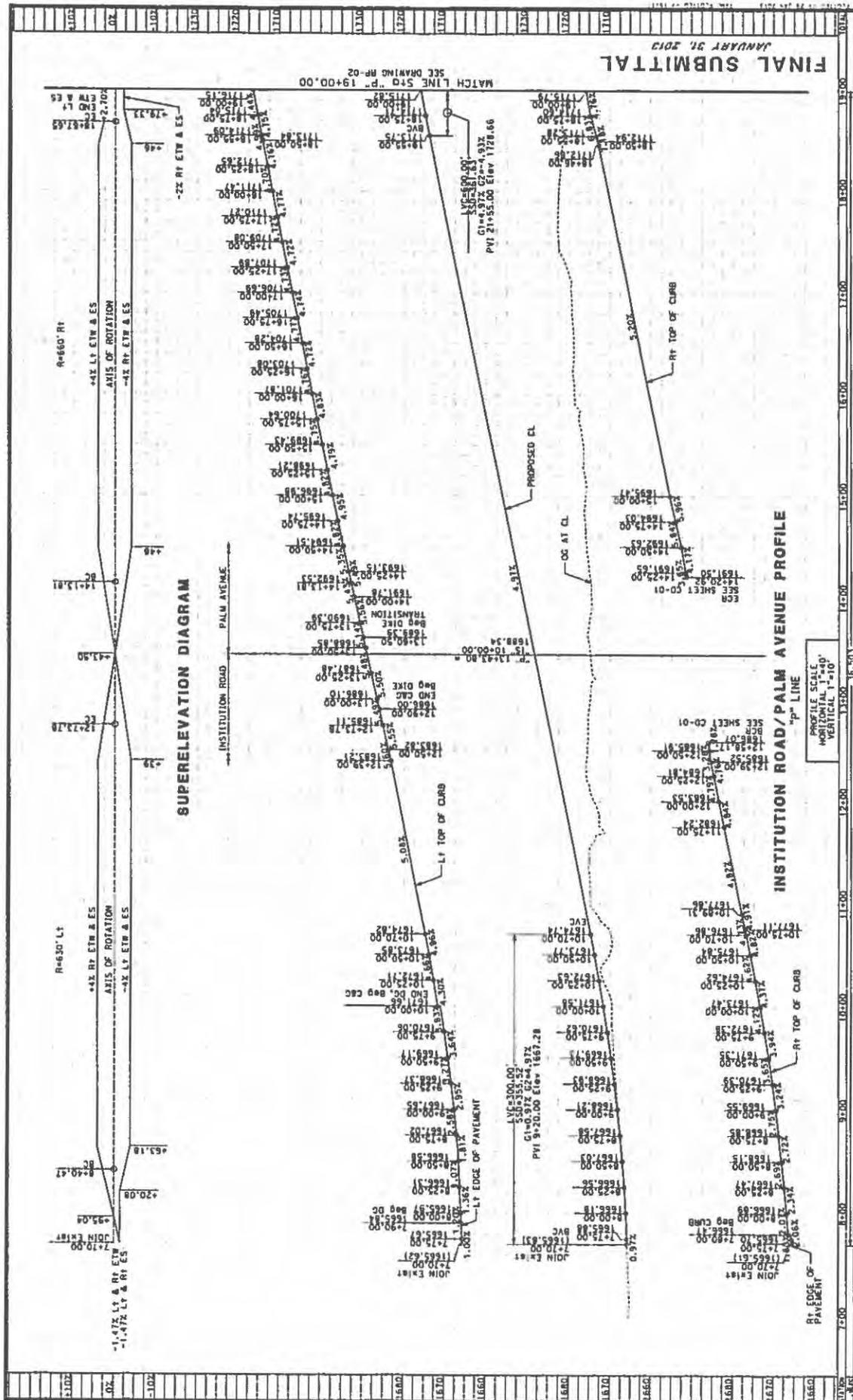


EXHIBIT "A"
 PALM AVENUE GRADE SEPARATION
 AT BUS RAILWAY COMPANY
 CIVIC CROSSING NO. 002-7-00 DOT NO. 001008
 GEOGRAPHICAL LIMITS OF STATE AND FEDERAL PARTICIPATION

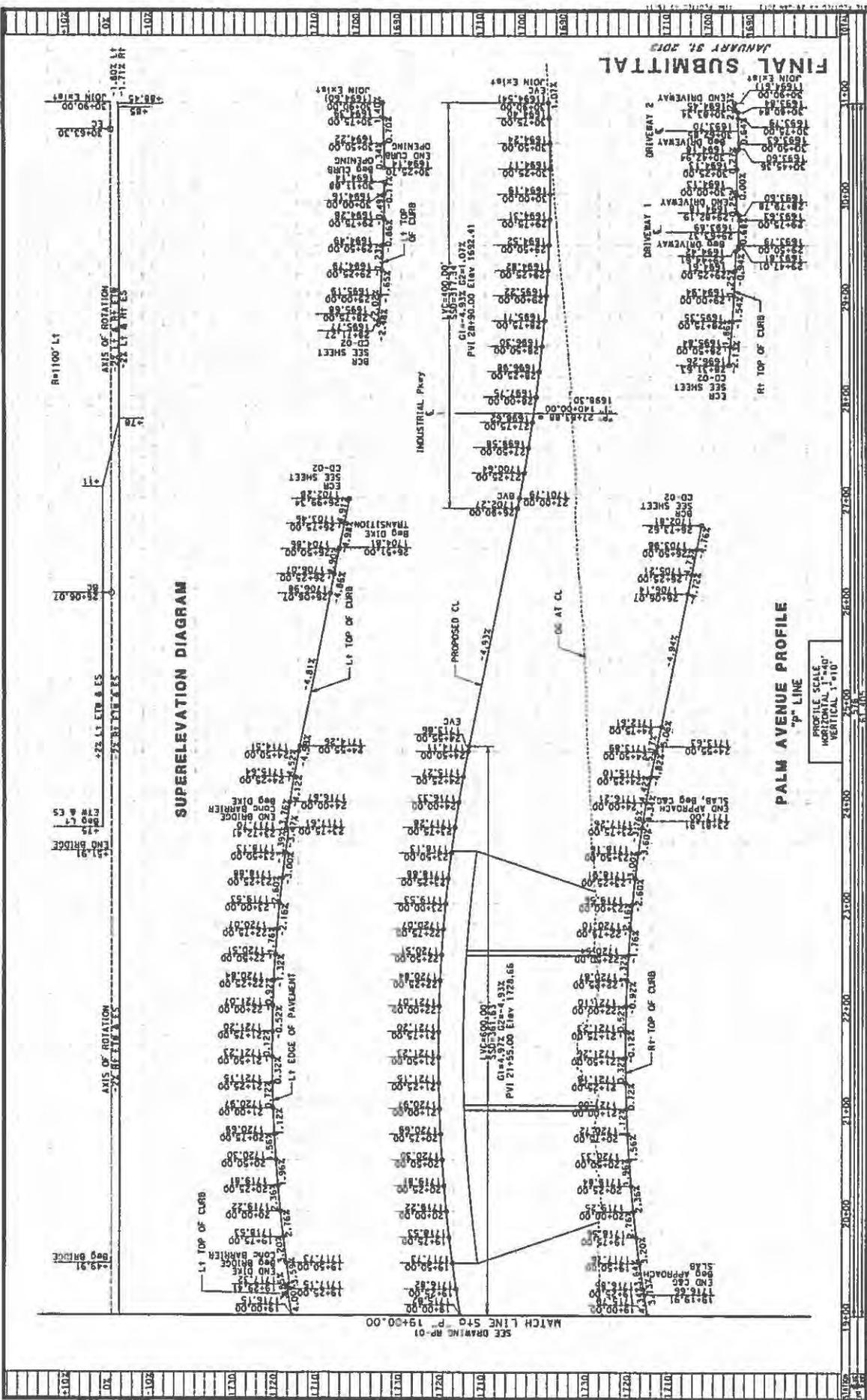
DESIGNED BY: JULIA HERGENHEIMER
 CHECKED BY: JULIA HERGENHEIMER
 DATE: 01/27/12
 SCALE: 1"=10'

APPROVED: [Signature]
 PROJECT NO. 2011
 PREPARED FOR: [Signature]
 PROJECT: [Signature]

UNDERGROUND SERVICE ALERT
 Dig 811 from
 any phone
 nationwide

Government of SANBAG
CH2MHILL
 CONSULTING ENGINEERS

DATE: 01/27/12
 SHEET NO. 16 OF 19



FINAL SUBMITTAL
 JANUARY 31, 2012

EXHIBIT "A"
 PALM AVENUE GRADE SEPARATION
 AT BNSF RAILROAD COMPANY
 CRIC CROSSING NO. 002-1430 DOT NO. 028102
 GEOGRAPHICAL LIMITS OF STATE AND RAILROAD PARTICIPATION
 SANBAG CONTRACT NO. P1403
 SHEET 7 OF 10

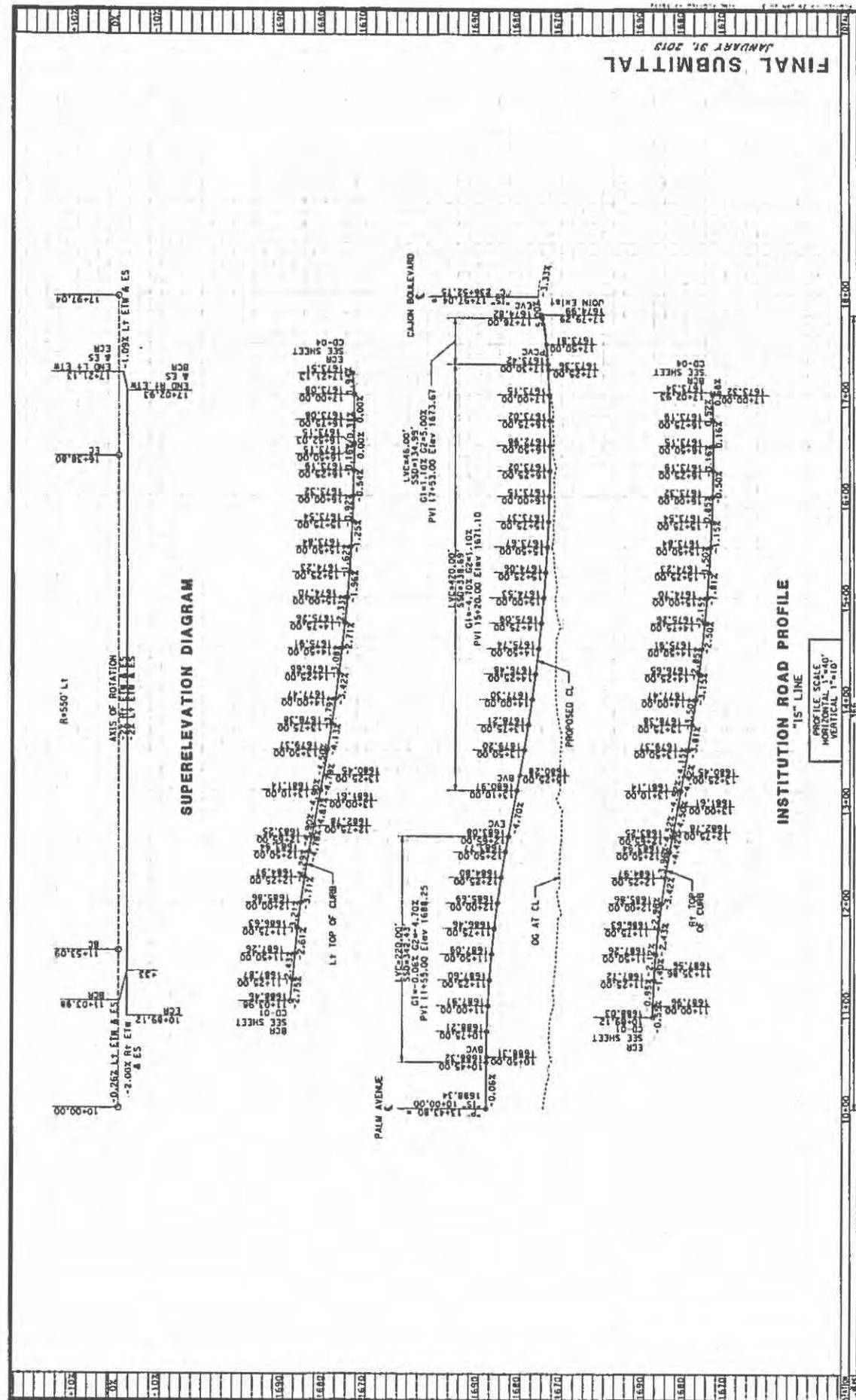
DESIGNED BY: JIM JAM NEHRANSEZ
 CHECKED BY: JIM JAM NEHRANSEZ
 DATE: 11/14/11

APPROVED BY: [Signature]
 DATE: 11/14/11



APPROVED BY: [Signature]
 DATE: 11/14/11

Underground Service Alert
 Call 811 from any phone
 before you dig



Underground Service Alert
 Do Not Dig
 Call 811 from any phone nationwide

APPROVED: *[Signature]*
 PROJECT ENGINEER

GOVERNMENTAL SEAL: SANBAG COUNTY PUBLIC WORKS DEPARTMENT

GOVERNMENTAL SEAL: CH2MHILL

SEAL: JAMES B. WHITE, CIVIL ENGINEER, No. 51338

SEAL: JAMES B. WHITE, CIVIL ENGINEER, No. 51338

DESIGNED BY	JULIAN HERGENROTZ
SCALE	1"=40'
DRAWN BY	JULIAN HERGENROTZ
CHECKED BY	MICHELLE LONDON
PROJECT NO.	1100-31 (REV. 03/08)

EXHIBIT "A"
 PALM AVENUE GRADE SEPARATION
 AT BRIDGE RAILWAY COMPANY
 CIVIL CROSSING NO. 002-74 00 DOT NO. 001028
 GEOGRAPHICAL LIMITS OF STATE AND RAILROAD PARTICIPATION
 SANBAG CONTRACT NO. R1400
 SHEET 00F 10



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: November 14, 2013

Subject: Representation on the South Coast Air Quality Management District

Recommendation:* Receive and file.

Background: SANBAG in its role as the Council of Governments is becoming more involved with issues before the South Coast Air Quality Management District (SCAQMD). While SANBAG staff participates in certain committees and attends hearings and meetings on various air quality issues as necessary, there has not been a great deal of policy discussion about SCAQMD issues.

Policy decisions that the SCAQMD will consider have the potential for significant impacts to our region and San Bernardino County in particular. Currently SCAQMD is collecting data to help in identifying and measuring sources of air pollution related to high-cube warehouses and the trucks that service them. It is important for San Bernardino County, with some of the worst air quality in the nation, to be working with agencies on efforts to reduce air pollution. At the same time, the economy of the region is very dependent upon the logistics industry and the high-cube warehouses needed by that industry, making it important for policy makers to be aware of the range of policy choices that are being considered.

Approved
Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	
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Check all that apply.
 MVSS1311a-dab

Another reason for local policy makers to be engaged is that the SCAQMD has begun the process for the 2015 update of the Air Quality Management Plan (AQMP). The AQMP will deal with a wide variety of policy issues to address air quality improvements. The policy direction adopted in the AQMP will have the potential for significant impacts to our regional economy if regulations and enforcement measures are too restrictive. It will be important for local leaders to express their views on the appropriate balance used in approaching the 2015 AQMP.

San Bernardino County has two representatives on the SCAQMD Board of Directors to represent us in these policy discussions. One representative is selected by the County Board of Supervisors. Supervisor Josie Gonzales currently fills that seat. The other position represents the cities of the County within the SCAQMD boundaries. Chino Mayor Dennis Yates currently fills that seat.

All SCAQMD Board Members have four-year terms. The County's representative is selected by the County Board of Supervisors. Supervisor Gonzales' current term expires in January 2015. The city representative is selected by the City Selection Committee, which is comprised of all of the mayors in the County. Mayor Yates' current term expires in January 2016.

While he has been the city representative, Mayor Yates has provided monthly updates on actions taken at the monthly SCAQMD Governing Board meetings. These monthly updates are attached at the end of the SANBAG Board of Directors agendas.

This item is in addition to those monthly updates and will provide an opportunity for SANBAG Board Members to better understand the issues before the SCAQMD Governing Board and to provide some policy input to our SCAQMD representatives. It is also an opportunity for Mayor Yates to describe the role that he plays representing the cities of San Bernardino County.

- Financial Impact:** This item has no impact on the adopted SANBAG budget.
- Reviewed By:** This item is not scheduled for review by any other policy committee or technical advisory committee.
- Responsible Staff:** Duane Baker, Director of Management Services



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: November 14, 2013

Subject: Ten-Year Delivery Plan Update

Recommendation: Receive report on the planned update to the Ten-Year Delivery Plan.

Background: In January 2012, the SANBAG Board adopted the first Measure I 2010-2040 Ten-Year Delivery Plan (Delivery Plan). The Delivery Plan provides a transparent list of projects that will be developed during the ten year period and defines the current assumptions related to scope, schedule, and budget. Additionally, it enables SANBAG to meet the requirements of bond rating agencies for the future sale of bonds and provides the basis for the preparation of SANBAG's annual budget for capital projects. The Delivery Plan is intended to be a living document that is updated at least every two years to capture revisions to projects and assumptions, actual revenue received, and actions taken by the SANBAG Board. This discussion will provide background information to inform discussion over the next several months as staff is preparing for the biennial update.

The Delivery Plan was developed within the policy framework established by the voter-approved Measure I Expenditure Plan and the Measure I 2010-2040 Strategic Plan. The analysis to develop the Delivery Plan began with obtaining a detailed definition of projects from the various Measure I programs that can be delivered within the first ten years of the Measure. The project costs, estimated in escalated dollars, were balanced against projected revenues. To obtain this

Approved
Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

balance, the project costs and revenue data were entered into EcoSys, a software tool that was customized to evaluate fund management scenarios in a web-based live environment. The analysis cycle continued until a reasonable balance was reached between project costs and available revenue, while applying ordinance and policy criteria. The last step was completing a bonding analysis to accelerate project delivery in the programs specified in the Strategic Plan.

The Delivery Plan analysis determined that many of the critical projects that will bring congestion relief and improved mobility and safety can be delivered in the first ten years of the Measure I 2010-2040. Additionally, there were several policy decisions made by the Board during development of the Delivery Plan that enabled some of these projects to move forward:

- SANBAG and Valley subarea jurisdictions received almost \$65 million in Proposition 1B Trade Corridors Improvement Funds (TCIF) for priority grade separations in the Measure I grade separation subprogram. To be able to meet the delivery commitments for these projects, it was determined that bonding was required, Proposition 1B funds would have to be maximized on grade separation projects, and the percentage of Valley Major Street Program funds going to the grade separation subprogram would have to be increased from the 20% identified in the Strategic Plan. As of the June 2013 California Transportation Commission meeting, all of the TCIF had been allocated and most of the construction contracts have been awarded.
- SANBAG policy states that Congestion Mitigation and Air Quality (CMAQ) funds will be prioritized in the Valley for 1) regional programs such as rideshare and signal synchronization, 2) transit capital projects, and 3) freeway High Occupancy Vehicle (HOV) projects. The Board directed staff to assign CMAQ necessary to develop the I-10 Corridor Improvement Project alternatives and to assign the balance of the CMAQ funds to the Metrolink/Rail Program to reduce bonding costs for implementing Redlands Rail and provide additional funding flexibility for unforeseen transit and Metrolink needs. This decision was made at the cost of the I-15 Express Lane alternative; however further analysis indicated that the I-15 Express Lane alternative could still be financially feasible, and that project remained in the Delivery Plan.
- The Mountain/Desert subareas identified priority projects for the Major Local Highway Program and authorized bonding to meet these project needs in the Victor Valley and North Desert subareas. The other Mountain/Desert subareas will deliver projects on a pay as you go basis.
- The Delivery Plan included two delivery scenarios for the Valley Freeway Program: 1) HOV lanes on I-10 or 2) express lanes on both I-10 and I-15.

The Delivery Plan will continue to include both scenarios until a preferred alternative is selected or an alternative is removed.

- The Delivery Plan recognized the need to commence project development work on the I-10 Truck Climbing Lane from Live Oak Road to the Riverside County Line so that SANBAG remains competitive for any goods movement funds that might become available in the future.

Revenue Forecast

The Delivery Plan assumed a combination of inflation and real growth in calculating Measure I revenue growth that ranged from a total of 3.3% in the first year up to 4.8% for the last seven years of the Delivery Plan. Staff is analyzing whether the growth rates should be adjusted to be slightly less aggressive, but because growth will be based on a higher actual to date, the total Measure anticipated over the ten year period is anticipated to be higher than was originally forecast. A comparison of the assumptions to actuals for the first three years of the Delivery Plan is shown in Table 1.

**Table 1. Revenue Comparison – Forecast to Actual
 Fiscal Year 2010/2011-2012/2013 (\$1,000s)**

Revenue Source	Forecast	Actual
Measure I		
Cajon Pass	\$9,309	\$10,777
Valley	\$262,906	\$300,493
Colorado River	\$749	\$591
Morongo Basin	\$6,961	\$6,013
Mountains	\$5,311	\$5,216
North Desert	\$8,528	\$16,052
Victor Valley	\$38,101	\$42,945
Total Measure I	\$331,865	\$382,087

State and Federal funds were assumed to remain at current funding levels. Looking forward, most assumptions from the Delivery Plan will remain valid in the Update with the exception of the revenue forecast for the Federal Transportation Enhancement funds, which is now a competitive program under the new Federal Transportation Act, and State Transportation Improvement Program (STIP) projections that were slightly lower in the latest Fund Estimate approved by the CTC than had been expected.

Bonding Analysis

Staff will be building on the bonding strategy of the Delivery Plan. The bonding analysis used the following criteria:

- Minimum agency-wide debt coverage ratio: 1.5
- Individual programs must have positive cash flow over the term of the bond
- Latest bond issuance: 2022

The Delivery Plan anticipated bonding opportunities for the following Programs:

- Cajon Pass
- Valley Freeway Program
- Valley Major Street Program (Grade Separation Subprogram)
- Valley Metrolink-Rail Program
- Victor Valley Major Local Highway Program
- North Desert Major Local Highway Program

The Cajon Pass, Valley Major Street, and Victor Valley Major Local Highway Programs were included in the 2012 bond issuance. Since adoption of the Delivery Plan, the Board has been supportive bonding for the Valley Freeway Interchange Program to advance delivery of the priority interchanges. Staff will be evaluating the need and timing for future bonding in the Delivery Plan update.

Program Status

The following tables provide a brief overview of the projects that were identified for development and the current status of the project relative to that forecast in the Delivery Plan for construction completion and for total project cost.

Cajon Pass – The Cajon Pass Program receives 3% of the revenue generated in the Valley and Victor Valley subareas. The Measure I Strategic Plan identified the I-15/I-215 (Devore) interchange project as the only project that forecast Measure I revenue in this program could fund.

Table 2. Cajon Pass Delivery Plan Project Status

Project	Schedule	Cost	Phase
Devore IC	✓	✓	Const

Valley Freeway Program – The Valley Freeway Program receives 29% of the revenue generated in the Valley subarea. The Delivery Plan analyzed the Freeway Program through 2025 because of the long duration of the projects. Additionally, two alternatives were analyzed: an HOV alternative on I-10 and an express lane alternative on I-10 and I-15. Both the I-215 Barton and I-215 Mt. Vernon/Washington interchanges are included in the Freeway Program because they were originally included in the scope of the I-215 Bi-County project.

Although the costs for the express lane alternatives have increased significantly, financial analysis presented to the Board at previous meetings has shown them to be feasible alternatives. Additionally, the Delivery Plan identified the importance of beginning project development for the eastbound I-10 Truck Climbing Lane project from Live Oak Canyon Road to the Riverside County Line.

Table 3. Valley Freeway Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
I-215 Bi-County HOV	+1 yr	+\$13M	Const
I-215 Barton IC	+2 yr	+\$1M	PA/ED
I-215 Mt Vernon IC	+2 yr	+\$13M	PA/ED
SR-210 Widening	+1 yr	✓	PA/ED
I-10 HOV Alt.	+5 yr	+\$4M	PA/ED
I-10 Express Lane Alt.	+5 yr	+\$709M	PA/ED
I-15 Express Lane Alt.	+1 yr	-\$14M	PSR

Valley Freeway Interchange Program – The Valley Freeway Interchange Program receives 11% of revenues generated in the Valley subarea. The Delivery Plan included three interchanges that were already under development and the top seven interchanges from the Nexus Study. The schedules were adjusted so that the projects could be delivered without need for bonding. However since that time, the Board has been supportive of plans to advance delivery of the top interchanges, which may require bonding.

Table 4. Valley Freeway Interchange Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
I-10/Cherry IC	✓	+\$7M	Const
I-10/Citrus IC	✓	+\$5M	Const
I-10/Tippecanoe IC	✓	✓	Const/ROW
I-10/Cedar IC	+1 yr	+\$4M	PS&E
SR-210/Baseline IC	✓	+\$5M	PA/ED
SR-60/Central IC	-1 yr	-\$22M	PA/ED
I-10/University IC	-3 yr	-\$2M	PA/ED
I-215/University IC	+1 yr	+\$10M	PSR
I-10/Alabama IC*	✓	✓	PA/ED
I-15/Baseline IC	+2 yr	+\$11M	Const

* Included in I-10 Corridor PA/ED

Valley Major Streets Program – The Valley Major Streets Program receives 20% of the revenue generated in the Valley subarea. Of this, 40% is first apportioned to repayment of Project Advancement Agreements (PAA), which are

currently anticipated to be fully repaid by 2018. After this 40% set-aside for PAAs, the Strategic Plan further divided the Major Streets Program into an arterial subprogram (80%) and a grade separation subprogram (20%). The Delivery Plan included six grade separations in the grade separation subprogram and modified distribution of Major Street funds between the arterial and grade separation subprograms to front-load the grade separation subprogram so that the TCIF program could be delivered. The grade separation subprogram is not to receive funds for any projects outside of the six identified until the arterial subprogram reaches 80% of the Major Street Program apportionments. Bonding is required to deliver the grade separation subprogram, and depending on the results of contract awards for construction, additional adjustment between the subprograms may be required to fully fund the grade separations listed below. The arterial subprogram is a pay as you go, reimbursement program with project selection consistent with the Nexus Study but at the local level.

Table 5. Valley Grade Separation Subprogram Delivery Plan Project Status

Project	Schedule	Cost	Phase
North Vineyard Ave	✓	- \$17M	Const
S Milliken Ave	+1 yr	- \$9M	Const
N Milliken Ave	✓	+ \$20M	Complete
Glen Helen Pkwy	✓	✓	Const
Palm Ave	✓	+ \$1M	Const
Laurel Ave	- 1 yr	+ \$9M	Const

Valley Metrolink-Rail Program – The Valley Metrolink-Rail Program receives 8% of the revenue generated in the Valley subarea. The Strategic Plan prioritized the extension of passenger rail to Redlands over the extension of the Gold Line to Montclair. The Delivery Plan identified full funding for the Metrolink extension to San Bernardino and passenger rail from San Bernardino to Redlands, preliminary engineering to define a conceptual scope of the Gold Line extension to Montclair, and funds necessary to meet ongoing transit needs. It was anticipated that bonding would be necessary for delivery of these projects. The Delivery Plan noted that the Gold Line extension would need to be developed in conjunction with the Los Angeles County portion of the Gold Line extension from Azusa to Montclair. Although the final environmental document for the Los Angeles County portion was certified in March 2013, no funding has been secured for final design or construction, which is estimated to cost \$850 million and take four years to complete.

Table 6. – Valley Metrolink-Rail Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
Metrolink Extension	+1 yr	+ \$4M	Const
Redlands Rail	+2 yr	+ \$80M	PA/ED
Gold Line Prelim Eng			N/A

Valley Express Bus-Bus Rapid Transit Program – The Valley Express Bus-BRT Program receives 2% of the revenue collected in the Valley. With Board approval, this increases to at least 5% and no more than 10% in 2020 with the Major Streets Program being reduced by a like amount. This program is administered on a pay as you go basis, and the only project that was identified in the Delivery Plan was the E Street BRT. The Board recently voted to delay development of any future corridors until Fiscal Year 2018/2019 because of the high capital cost to implement BRT service and the concern with availability of operating revenue. The full range of available service improvements, such as signal prioritization and skip stop service, will be analyzed as the Board considers the appropriate path forward.

Table 7. – Valley Express Bus-BRT Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
E Street BRT	✓	✓	Const

Victor Valley Major Local Highway Program – The Victor Valley Major Local Highway Program receives 25% of the revenue generated in the Victor Valley subarea. During development of the Delivery Plan, the Victor Valley subarea representatives, Mountain/Desert Policy Committee, and SANBAG Board developed a list of priority projects identified in Table 8. It was anticipated that bonding would be required to meet the project delivery schedules.

Table 8. – Victor Valley Major Local Highway Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
I-15/La Mesa Nisqualli IC	✓	+ \$9M	Complete
Yucca Loma Bridge	✓	✓	Const
I-15/Ranchero IC	✓	- \$12M	Const
Yates/Green Tree	+2 yr	✓	Const/PS&E
US-395 Widening	+2 yr	+ \$2M	PS&E
Ranchero Rd Corridor	+2 yr	✓	Various

Rural Major Local Highway Program – The Rural Major Local Highway Program receives 25% of the revenue generated within each individual subarea. With the exception of the North Desert subarea as needed for the Lenwood grade separation project, the Rural Mountain-Desert subareas anticipate administering the Major Local Highway Program on a pay as you go basis. The subareas have developed priority projects but have not identified schedules or costs for most projects. Allocations to projects have been occurring at the request of the jurisdiction with concurrence by the subarea representatives and approval by the Mountain/Desert Policy Committee and the Board.

Table 9. North Desert Major Local Highway Program Delivery Plan Project Status

Project	Schedule	Cost	Phase
Lenwood GS	+1 yr	✓	Const

Table 10. Rural Mountain/Desert Subareas Major Local Highway Program Allocations

Subarea/Project	Allocation	Phase
Mountain		
Village L Project	\$1,200,000/\$1,200,000 AEA	Complete
Morongo Basin		
SR-62/Rotary Way Signal	\$552,340	Complete
SR-62/Canyon to Sunrise	\$300,000	Complete
National Park Dr	\$200,000	Const
SR-62/Apache to Palm	\$135,000	Const
SR-62/LaHonda to Dumosa	\$90,000	Const
SR-62/Dumosa Signal	\$471,000	Pre-Const
Colorado River		
J St Connector	\$140,290	R/W

As is usually the case, projects have generally experienced delays in progress toward construction and the funding picture has not changed significantly over the past two years. Therefore, staff does not anticipate that the update to the Delivery Plan will include many new projects or new funding strategies but will instead be an update to project costs and schedules and provide the data necessary to develop the 2014 bonding strategy. To meet the data needs for the 2014 bond issuance, staff anticipates presenting draft results for the update to the Delivery Plan at the December Committee meetings and final recommendations in January for approval by the Board in February.

Financial Impact: This item does not impact the adopted SANBAG budget.

Reviewed By: This item is scheduled for review by the Commuter Rail and Transit Committee on November 14, 2013, and the Mountain Desert Policy Committee on November 15, 2013.

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: November 14, 2013

Subject: State and Federal Fund Proportional Distribution Principles

Recommendation:* That the Committee, acting as the San Bernardino County Transportation Commission:

Authorize SANBAG staff to develop a draft policy concerning the monitoring of State and Federal funds distribution between Subareas based on the following principles:

- a. The Measure I 2010-2040 Expenditure Plan says that a proportional share of State and Federal funds shall be reserved for each subarea;
- b. To monitor compliance with the Expenditure Plan, the Board must define a proportional distribution;
- c. The policy should not impact the deliverability of the Expenditure Plan;
- d. The policy should maximize flexibility in the funding and delivery of projects by allowing for monitoring the overall distribution of State and Federal funds rather than the distribution of each individual fund source; and
- e. The policy should not impact current Board-adopted policies on the distribution of individual State and Federal fund sources, nor should it restrict the authority of the Board to adopt fund-specific distributions of future fund sources.

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	<p><i>Approved</i> Board Metro Valley Study Session</p> <p>Date: _____</p> <p>Moved: Second:</p> <p>In Favor: Opposed: Abstained:</p> <p>Witnessed: _____</p>
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COG	CTC	X	CTA	SAFE	CMA
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Check all that apply.
 MVSS1311b-az

<http://portal.sanbag.ca.gov/mgmt/committee/mvss/mvss2013/mvss1311/AgendaItems/MVSS1311b1-az.pdf>
<http://portal.sanbag.ca.gov/mgmt/committee/mvss/mvss2013/mvss1311/AgendaItems/MVSS1311b2-az.pdf>

Background:

At the August 15, 2013, Metro Valley Study Session meeting, SANBAG staff began to introduce the necessity of the development of a policy concerning the distribution of State and Federal funds between subareas. The discussion of the agenda item, included as Attachment 1, was deferred at the request of the Metro Valley Study Session so that staff could receive input and/or concurrence from both the Transportation Technical Advisory Committee (TTAC) and City/County Managers Technical Advisory Committee (CCMTAC) on principles to be used for the policy development. At the August and early September TTAC and CCMTAC meetings, SANBAG staff presented background information to educate both TACs on the current policies that will eventually lead to development of a proposed policy for approval by the SANBAG Board. The background information that was provided to both TACs is included as Attachment 2.

Staff has received concurrence from both TACs on the proposed principles recommended for use as the basis for policy development and as described below.

- a) The Measure I 2010-2040 Expenditure Plan says that a proportional share of State and Federal funds shall be reserved for each subarea.

Explanation: Specifically, the Expenditure Plan states: A proportional share of projected State and Federal transportation funds shall be reserved for use solely within the Valley and individual Mountain/Desert subareas.

- b) To monitor compliance with the Expenditure Plan, the Board must define a proportional distribution.

Explanation: The Expenditure Plan does not define what is intended by a "proportional share." For staff and the Board to monitor whether allocations of State and Federal funds are occurring in compliance with the Expenditure Plan, the Board must define "proportional."

- c) The proportional distribution approved by the Board should not impact the deliverability of the Expenditure Plan.

Explanation: There are many ways to define proportional. Borrowing from current fund distribution methods, it could be based on the State and Federal distribution formulas, population, revenue generation, road miles, or any combination of these. The distribution can vary widely depending on the measure chosen. SANBAG has historic allocation policies or practices that were used as planning assumptions in the development of the Expenditure Plan. These assumptions are primarily based on the historic split of funds between the Valley and Mountain/Desert areas that result from SANBAG applying the State or Federal distribution methodology at the local level.

Because population is a dominant factor in the State and Federal distribution formulas, the assumptions in the Expenditure Plan more closely follow a population distribution than a road miles distribution, with a road miles distribution causing an overall variance of as much as 30% from the assumptions in the Expenditure Plan. Losing access to 30% of the projected State and Federal revenue in the Valley subarea will impact SANBAG's ability to provide public share funds and could impact the deliverability of the Freeway Program as it's currently defined.

- d) The proportional distribution should be managed in a way that will maximize flexibility in the funding and delivery of projects by allowing for monitoring the overall distribution of State and Federal funds rather than the distribution of each individual fund source.

Explanation: Each fund that comes to SANBAG for allocation has unique eligibility requirements and availability timelines. If the subareas are required to focus on developing projects that meet eligibility or schedule requirements, they may lose the ability to focus on delivering the highest priority projects. Monitoring the distribution of State and Federal funds at a "pooled" level rather than by each individual funds source gives the Board and individual jurisdictions the flexibility to focus on developing funding plans for priority projects rather than on developing projects to use certain sources of funds. Monitoring at a pooled level allows subareas to trade fund sources to meet individual needs while ensuring everyone gets their share in the end.

- e) The policy should not impact current Board-adopted policies on the distribution of individual State and Federal fund sources, nor should it restrict the authority of the Board to adopt fund-specific distributions of future fund sources.

Explanation: As discussed in (c) above, the Expenditure Plan was based on the historical distribution of State and Federal funds within the county, which is largely based on SANBAG applying the State or Federal distribution methodology at the local level. In certain circumstances, the Board has approved an alternate distribution methodology. Staff recommends that the new policy that defines proportionality retain that flexibility for the Board to define fund-specific distribution methodologies. Choosing a population or revenue generation distribution measure takes away some of this flexibility.

In consideration of the principles above, staff is requesting authorization to develop a draft distribution policy for approval by the Board that monitors State and Federal funds distribution at a pooled level and that relies on current Board-adopted policies on the distribution of State and Federal funds, while also

allowing the Board to develop fund-specific distributions for future fund sources that may arise.

Financial Impact: This agenda item is consistent with the adopted SANBAG Budget.

Reviewed By: The material in this agenda item was reviewed and concurred with by the Transportation Technical Advisory Committee on September 30, 2013 and the City/County Managers Technical Advisory Committee on October 5, 2013. This item is scheduled for review by the Mountain Desert Policy Committee on November 15, 2013.

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming



San Bernardino Associated Governments

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: August 15, 2013

Subject: State and Federal Fund Equity Distribution Principle

- Recommendation:**
1. Receive overview of State and Federal funds available for projects in San Bernardino County and current SANBAG policies related to the distribution of those funds.
 2. Provide input on policy development to measure proportionality and geographic equity in the distribution of State and Federal funds.

Background: In California, Regional Transportation Planning Agencies and County Transportation Commissions, such as SANBAG, are authorized by State law to allocate certain State and Federal funds for transportation projects within the county. The Measure I 2010-2040 Ordinance specifies that State and Federal transportation funds are to be distributed proportionally among the Valley and Mountain/Desert subareas, and the adopted SANBAG Measure I 2010-2040 Strategic Plan further identifies geographic equity over the life of the Measure as one of the key principles of the Strategic Plan. However, the Strategic Plan does not define how proportionality or geographic equity is to be measured, and while the Expenditure Plan assumed State and Federal funds are available to supplement Measure I funds and even contains policies concerning the use of these funds, there are no adopted policies or procedures in place to monitor whether State and Federal funds are distributed equitably among geographic areas within the region.

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAB		CMA	
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Check all that apply.
 MVSS1308B-PC
 MVSS1308B1-PC

The purpose of this agenda item is to provide background on the various State and Federal fund sources apportioned to SANBAG and the current Board-approved allocation policies related to those funds and to solicit input on methods to monitor equitable distribution of these funds over the life of the Measure.

There are three major State and Federal funding sources that are apportioned to SANBAG for allocation decisions according to eligibility and adopted SANBAG allocation policies: Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Program (STP) funds, which are federal funds, and State Transportation Improvement Program (STIP) funds, which are typically Federal funds administered by the California Transportation Commission (CTC) through a State program. A summary of each fund source and typical funding levels are provided in Attachment A. The SANBAG Board-adopted allocation policies for these funds are described below.

CMAQ Funds Allocation Policy: SANBAG Policy 40001 defines a prioritization for the use of CMAQ funds in the Valley subarea: 1) Board-approved regional programs such as rideshare, freeway service patrol, regional signal synchronization; 2) Transit and rail capital and start-up operating costs; 3) High Occupancy Vehicle facility components of the Measure I Valley Freeway Program. The Mountain/Desert subareas do not have policies developed through the Strategic Plan related to the allocation of State and Federal funds, but in 2003 the SANBAG Board adopted a similar policy for the Mountain/Desert area that would allocate per priority 1 and 2 above with any balance of funds available allocated through a call for projects.

STP Funds Allocation Policy: SANBAG Policy 40001 states that all STP funds apportioned to the Valley subarea will be allocated to the Measure I Valley Freeway Program. Although there is no defined allocation policy in the Mountain/Desert subareas, the funds available for the Victor Valley subarea are considered public share funds and are being used to augment Measure I Major Local Highway Program allocations to projects identified in the Measure I 2010-2040 Ten-Year Delivery Plan. For the Rural Mountain/Desert Subareas, SANBAG has allocated funds through set-asides and priority project allocations, administered calls for projects, and has even exchanged Measure I Valley Major Projects Program funds; however, because of the limited eligibility of Valley Freeway Projects for these rural area funds, to do this again would require careful consideration.

STIP Funds Allocation Policy: Section IV.B.4.b. of the Strategic Plan concerning Financial Analysis of the Valley Freeway Program states that 100% of all State and Federal funds available to the Valley subarea for roadway programs

will be allocated to the Valley Freeway Program with the exception of certain interchanges and railroad grade separation projects. Again, while there is no defined allocation policy in the Mountain/Desert subareas, the funds available for the Victor Valley subarea are considered public share funds and are being used to augment Measure I Major Local Highway Program allocations to projects identified in the Measure I 2010-2040 Ten-Year Delivery Plan. There is nothing in the STIP Guidelines that dictates how funds are to be distributed between areas of a county, but there is a focus on performance measurement and cost effectiveness, both of which must be reported on in the STIP submittals. SANBAG has historically tried to maintain a 75/25 percent split of STIP funds between the Valley and Mountain/Desert subareas, respectively, a split that was reinforced in the Strategic Plan funding assumptions.

Special Funding Opportunities: In addition to the annual apportionments described above, over the past decade special funding opportunities have arisen, such as Proposition 1B and the American Recovery and Reinvestment Act (ARRA), and the SANBAG Board has acted to define distribution policies. While most funds have been distributed within the county based on program eligibility, project readiness, and full funding availability, the Board adopted allocation formulas for the Proposition 1B State Local Partnership Program (SLPP) based on 50% population/50% centerline miles and a local/federal exchange program for ARRA funds that were distributed on a per capita basis.

As far as State and Federal agencies are concerned, SANBAG has flexibility in the distribution of funds within the county. As detailed in Attachment A, the only fund source with distribution limitations is STP, which has distinct urban and rural apportionments. This provides flexibility to SANBAG to determine how to monitor the proportional and equitable distribution of these funds.

Policy Decision #1

The first policy decision that will be the subject of a future recommendation is how to define the proportional and equitable distribution that is referenced in both the Ordinance and the Strategic Plan. The discussions assume that the use of the words "proportional" and "equitable" were intended to be interchangeable in the Ordinance and Strategic Plan. The concept would be for proportionality/equity to be measured from 2010 through 2040, just as equity is being viewed for Measure I funds. Staff has identified the following measures that are typically used in the distribution of transportation funds while remaining consistent with current Board-approved policies:

1A. Legislative Distribution

This option measures distribution of funds between subareas according to how each individual fund source was distributed to each county by the state. As detailed in Attachment A, this is fund-specific and can be based on factors such as

population, severity of air quality problems, and road miles. For example, STP funds would be made available to each subarea based on generally a per capita distribution, CMAQ would be distributed based on a combination of population and air quality factors, and STIP would be distributed based on a combination of population and road miles.

1B. Population-Based Distribution

This option measures distribution of funds based on the population of each subarea. STP distribution would be based on population within the federally defined urban/rural area splits within the county. CMAQ and STIP would be distributed based on population in each subarea.

1C. Centerline Miles Distribution

This option measures distribution of funds based on the amount of centerline road miles on the federal road network within each subarea. STP distribution would be based on road miles within the federally defined urban/rural area splits within the county. CMAQ and STIP would be distributed by road miles within each subarea. In this calculation, the centerline miles for the Interstate in the North Desert and Colorado River subareas were removed from the calculation because improvement to I-15 and I-40 in those subareas were not contemplated in the Measure and this would disproportionately weight the share of State and Federal funds to these subareas.

1D. Hybrid – 50/50 Population and Centerline Miles Distribution

This option measures distribution of funds using a hybrid approach with 50% of the funding based on population in each subarea as described in B above and 50% based on centerline miles in each subarea as described in C above.

1E. Measure-Based Distribution

This option measures distribution of funds based on the distribution of Measure funds to each subarea. STP distribution would be based on Measure distribution within the federally defined urban/rural area splits within the county. CMAQ and STIP would be distributed based on the Measure distribution to each subarea.

Policy Decision #2

The second policy decision that will be the subject of a future recommendation is whether or not to measure distribution on a fund-by-fund basis or on an accumulated basis. For both cases, the concept would be for proportionality/equity to be measured from 2010 through 2040, just as equity is being viewed for Measure I funds.

2A. Fund-by-Fund Distribution

This option would measure distribution of each individual fund source according to the distribution options above to ensure that each individual fund source is distributed equitably between subareas.

2B. Accumulated Distribution

This option would measure the cumulative distribution of funds after each fund source is distributed according to the options above.

Goal of this Exercise

Before discussing which options staff finds most favorable, it is important to clarify the goal of this exercise. The Strategic Plan was developed based on a set of twelve "overarching principles". The overarching principles are intended to be the foundation of policy decisions with regard to Measure programs. Geographic equity over the life of the Measure is the sixth overarching principle identified in the Strategic Plan. The first five principles are as follows:

1. Deliver all Expenditure Plan projects at the earliest possible date.
2. Seek additional and supplemental funds as needed for completion of all Expenditure Plan projects.
3. Maximize leveraging of State, federal, local, and private dollars.
4. Ensure use of federal funds on otherwise federalized projects.
5. Sequence projects to maximize benefit, minimize impact to the traveling public, and support efficient delivery.

Restrictive policies concerning the allocation of State and Federal funds will definitely ensure geographic equity over the life of the Measure but can run counter to the first five principles that focus on delivering projects efficiently and maximizing funding sources that can augment Measure. It is not reasonable to expect that each subarea would have priority projects ready for delivery at any given time meeting the various eligibility requirements for multiple fund sources. It may not even be reasonable to expect that this could be accomplished on five or ten year intervals. Forcing expenditure of funds on set time constraints can result in lower priority projects moving forward simply because they can be delivered. Therefore, staff does not expect that the information resulting from this exercise would be used at any set interval of time to ensure equity or to dictate allocation decisions. Rather staff expects that this information will be used to inform allocation decisions, to provide each subarea assurance that their share of funds is being monitored, and to provide a means to measure how funds are being distributed over time, with the goal being an equitable distribution of funds by 2040.

Favored Options

Staff currently favors the use of Option 1A and Option 2B in measuring the equity of State and Federal fund distribution, but will be obtaining further input from technical and policy committees.

Option 1A measures distribution of funds between subareas according to how each individual fund source was distributed to each county by the state. Staff favors 1A because this most closely follows the current allocation policies approved by the SANBAG Board. Choosing to move to a maintained miles-based or hybrid-based distribution can alter distributions by 10-20% and could have a significant impact on the deliverability of the Measure programs as contemplated in the Strategic Plan.

Additionally, since each individual fund source has its own eligibility limitations and time constraints, staff favors Option 2B that allows for monitoring fund distribution shares by overall total of all funding sources rather than by each individual fund source. This will provide the Board flexibility to make meaningful allocation decisions that can take funding applicability, performance measures, funding gaps, project and fund management complexity, and project schedules into consideration. For example, nothing would prevent the Board from allocating a certain fund based on strict allocation formulas so that every subarea gets a share, as was done for the SLPP funds, but this would also give the Board flexibility to choose to focus the more cumbersome Federal funds on larger projects and State funds on smaller projects in the rural areas. The development of this policy does not attempt to amend the existing fund allocation policies, but the Board could choose to approve exceptions to the allocation policies if it benefits the delivery of certain projects.

Attachment B includes examples of how each distribution method compares to the actual allocations that have occurred since the beginning of Measure I 2010-2040 assuming that funds are monitored by overall total of all funding sources (Option 2B). The funding sources included in the total of actual allocations are CMAQ, STP, STIP, SLPP, Trade Corridors Improvement Fund, and Corridor Mobility Improvement Account.

Next Steps

After discussion of these considerations with the Transportation Technical Advisory Committee, the City/County Managers Technical Advisory Committee, and SANBAG Policy Committees, staff will return to the General Policy Committee with recommended policy language for the measurement of equitable distribution of State and Federal funds between subareas. Additionally, in accordance with the approved initiatives for Fiscal Year 2013/2014, staff will develop a "dashboard" based on the approved policy that will monitor the distribution of funds to subareas. This can be used for information when the

Board is making allocation decisions and will provide a tool to ultimately ensure an equitable distribution of State and Federal funds over the life of Measure I 2010-2040.

- Financial Impact:** This item has no impact on the adopted SANBAG Fiscal Year 2013/2014 budget.
- Reviewed By:** This item was reviewed by the City/County Managers Technical Advisory Committee on August 1, 2013 and the Transportation Technical Advisory Committee on August 5, 2013, and will be reviewed by the Mountain/Desert Policy Committee on August 16, 2013.
- Responsible Staff:** Andrea Zureick, Director of Fund Administration and Programming

ATTACHMENT A

State and Federal Fund Overview

CMAQ Funds

General Overview: CMAQ funds are authorized to fund transportation projects or programs located in nonattainment or maintenance areas that contribute to attainment of ambient air quality standards. CMAQ eligibility is conditional upon analyses showing that the project will reduce emissions of criteria pollutants. Activities typically eligible for funding by CMAQ include high occupancy vehicle (HOV) lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels.

Typical Annual Funding Level: Funds are apportioned to SANBAG based upon a formula that considers population and the severity of ozone and carbon monoxide air quality problems within the nonattainment or maintenance area. SANBAG has historically received about \$29 million per year with \$22M available for the South Coast Air Basin (Valley and Mountains subareas) and \$7 million available for the Mojave Desert Air Basin (remaining Mountain/Desert subareas). However, the funds can be used interchangeably if desired.

Current SANBAG Board-Approved Allocation Policy: SANBAG Policy 40001 defines a prioritization for the use of CMAQ funds in the Valley subarea: 1) Board-approved regional programs such as rideshare, freeway service patrol, regional signal synchronization; 2) Transit and rail capital and start-up operating costs; 3) High Occupancy Vehicle facility components of the Measure I Valley Freeway Program. The Mountain/Desert subareas do not have policies developed through the Strategic Plan related to the allocation of State and Federal funds, but in 2003 the SANBAG Board adopted a similar policy for the Mountain/Desert area that would allocate per priority 1 and 2 above with any balance of funds available allocated through a call for projects.

STP Funds

General Overview: STP provides flexible funding that may be used for projects on any federal-aid highway, bridge projects on any public road, transit capital projects, and public bus terminals and facilities.

Typical Annual Funding Level: Funds are apportioned to SANBAG based upon a formula that considers population for a portion of the apportioned funds and a mixture of population and road miles for the balance. SANBAG has historically received about \$22 million per year with \$1.09 million taken off the top and allocated to the County of San Bernardino as State funds for use on rural roads. About \$20 million is divided among urbanized areas in the County with approximately \$17 million available for the Valley subarea and \$3M available for the Victor Valley subarea. The balance is for areas outside of the urban areas. These distributions represent what SANBAG received under prior transportation acts and will change slightly under MAP-21, but the impact is not yet known. Urban area funds can be used interchangeably between urban areas, but urban area funds cannot be used outside of the urban area and vice versa.

ATTACHMENT A

State and Federal Fund Overview

Current SANBAG Board-Approved Allocation Policy: SANBAG Policy 40001 states that all STP funds apportioned to the Valley subarea will be allocated to the Measure I Valley Freeway Program. Although there is no defined allocation policy in the Mountain/Desert subareas, the funds available for the Victor Valley subarea are considered public share funds and are being used to augment Measure I Major Local Highway Program allocations to projects identified in the Measure I 2010-2040 Ten-Year Delivery Plan. For the Rural Mountain/Desert Subareas, SANBAG has allocated funds through set-asides and priority project allocations, administered calls for projects, and has even exchanged Measure I Valley Major Projects Program funds; however, because of the limited eligibility of Valley Freeway Projects for these rural area funds, to do this again would require careful consideration.

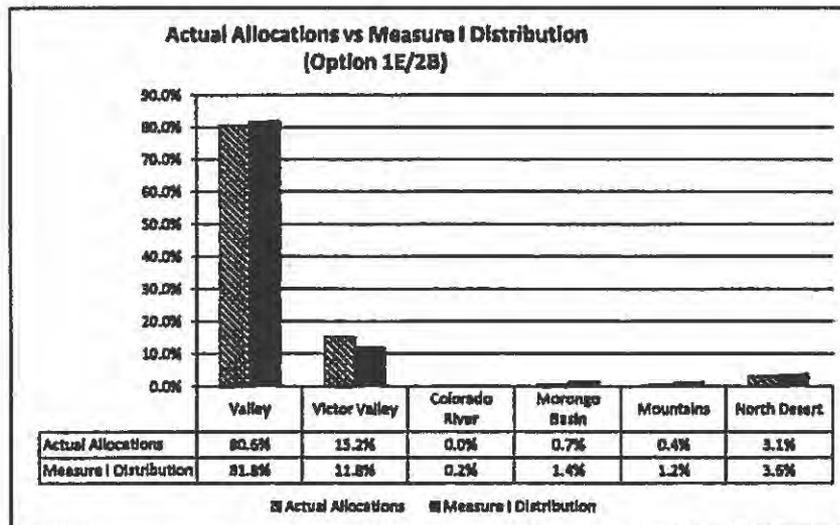
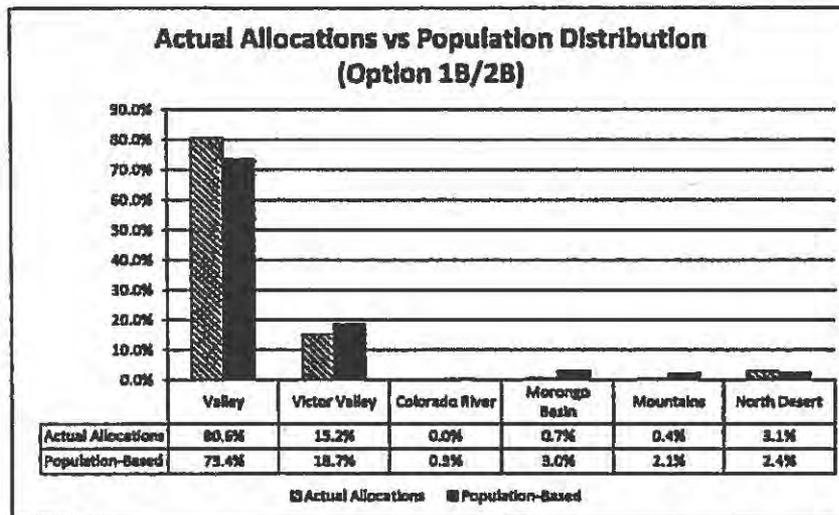
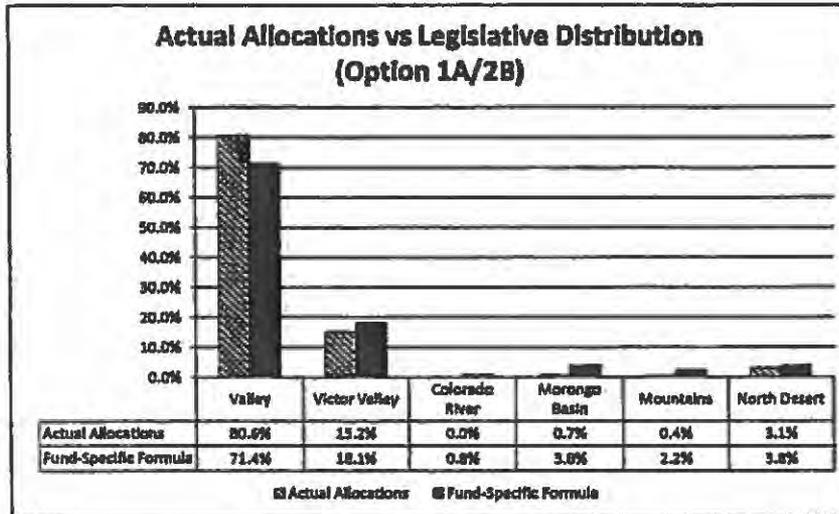
STIP Funds

General Overview: The STIP is a five-year program of transportation projects that is updated every two years that is funded through the State Highway and Federal Trust Fund Accounts. STIP funds provide flexible funding for transportation infrastructure projects on freeways, local roads, and transit systems. The STIP consists of two broad programs: 75% of the funds are apportioned to regional agencies through the Regional Transportation Improvement Program (RTIP or RIP) and 25% is apportioned to Caltrans through the Interregional Transportation Improvement Program (ITIP or IIP). SANBAG is responsible for developing the list of projects for funding through the RIP. These projects nominations are approved for programming by the California Transportation Commission (CTC). The IIP projects are nominated for programming by Caltrans.

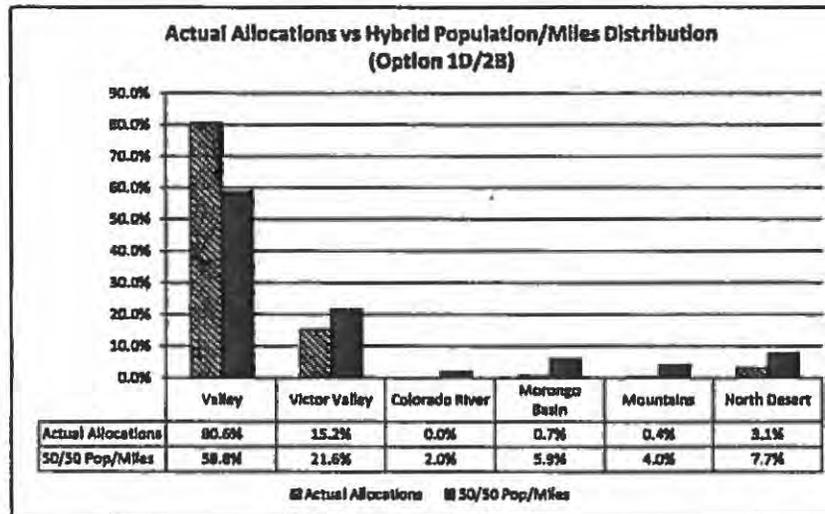
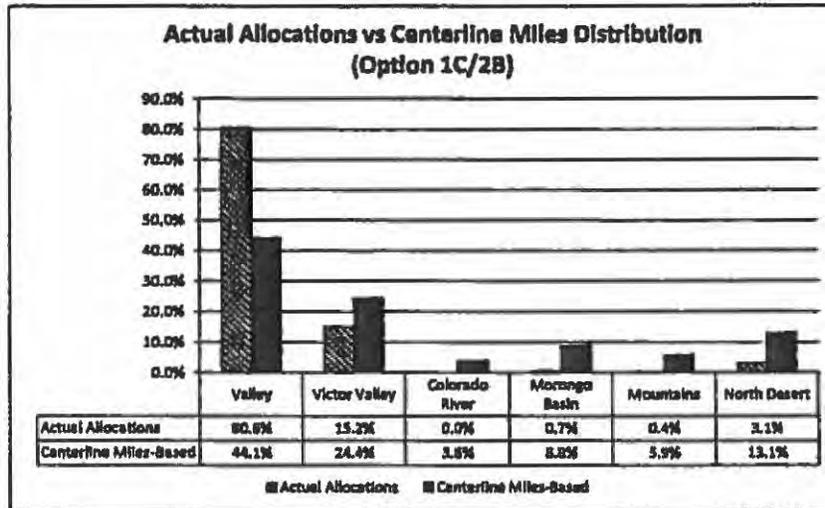
Typical Annual Funding Level: Funds are apportioned to SANBAG based upon a formula of 75% population and 25% road miles. As stated earlier, funding levels have been very volatile. In the upcoming 2014 STIP, SANBAG's share of the estimated \$893 million available for new programming through Fiscal Year 2018/2019 is estimated to be \$44 million. However, as has been the case for the past several STIP cycles, the new programming capacity exists only in the two new years of the STIP period, and the projects currently programmed may be required to be delayed to match funding availability in the first three years.

Current SANBAG Board-Approved Allocation Policy: Section IV.B.4.b. of the Strategic Plan concerning Financial Analysis of the Valley Freeway Program states that 100% of all State and Federal funds available to the Valley subarea for roadway programs will be allocated to the Valley Freeway Program with the exception of certain interchanges and railroad grade separation projects. Again, while there is no defined allocation policy in the Mountain/Desert subareas, the funds available for the Victor Valley subarea are considered public share funds and are being used to augment Measure I Major Local Highway Program allocations to projects identified in the Measure I 2010-2040 Ten-Year Delivery Plan. There is nothing in the STIP Guidelines that dictates how funds are to be distributed between areas of a county, but there is a focus on performance measurement and cost effectiveness, both of which must be reported on in the STIP submittals. SANBAG has historically tried to maintain a 75/25 percent split of STIP funds between the Valley and Mountain/Desert subareas, respectively, a split that was reinforced in the Strategic Plan.

Attachment B - Actual Allocations vs Distribution Methodologies (Fiscal Years 2010/2011 - 2012/2013)



Attachment B - Actual Allocations vs Distribution Methodologies (Fiscal Years 2010/2011 - 2012/2013)



State and Federal Fund Equity Distribution

CCMTAC SEPTEMBER 5, 2013

TTAC SEPTEMBER 9, 2013



Objective

The Measure Expenditure Plan says that we will reserve a proportional amount of State and Federal funds for each subarea over the life of the Measure. We can easily calculate the amount of State and Federal funds that have been obligated in each subarea at any given time, but right now we can't say whether it is proportional because we don't have a Board-approved policy that defines "proportional". Is proportional based on population, allocation policies, Measure revenue generation, road miles, etc.?

The purpose of this discussion is to develop a policy that defines what proportional means in the context of State and Federal funds that SANBAG has allocation authority over. Once "proportional" has been defined, staff can monitor allocations to ensure that each subarea is receiving its share of funds over the life of the Measure.

Why talk about this?

Is this going to create winners and losers?

Does this go against the current policies?

Why would we change the way we distribute funds?

Why are we trying to fix something that's working?

The most common question asked about this subject is why are we even talking about this? Things seem to be going really well. Yes, things are going well. Over the past four years we have obligated over \$650 million in State and Federal funds and almost every subarea has been able to participate in that activity and see projects move forward that have been in development for years. So why are we talking about this now?

Why talk about this?

Measure I Ordinance No. 04-01 Expenditure Plan:

A proportional share of projected State and Federal transportation funds shall be reserved for use solely within the Valley and individual Mountain/Desert subareas.

Measure I 2010-2040 Strategic Plan Overarching Principles:

#6 Provide for geographic equity over the life of the Measure.

Mainly because the Measure I Expenditure Plan and Strategic Plan say we have to. The Expenditure Plan says that a proportional share of State and Federal funds will be reserved for use within each subarea. And during the development of the Strategic Plan, geographic equity was a common theme throughout those discussions and the final policies. It is actually the sixth overarching principle in the strategic plan, with the overarching principles being the overall guidance and direction for policy development for the new Measure.

While these principles and mandates seem like common sense, no one has defined how we determine proportional share or how we measure geographic equity. If we don't know how we as an agency define these terms, we can't monitor our compliance with the Measure.

Goals of this discussion

1. Should proportionality and equity be monitored on a fund-by-fund basis or on an accumulated basis?
2. What benchmark will SANBAG use to measure proportionality and equity?

To be able to get to a point where we can monitor compliance with the Measure, there are two policy issues for the SANBAG Board to consider. First we would like the Board to consider whether they expect that equity be measured at the individual fund level or if we can take a higher level view of a pooled amount of State and Federal funds. And next we would like the Board to define proportional and equitable shares between subareas.

What we DON'T want to do

- Impact the foundation of the Expenditure Plan
- Rewrite current funding policies
- Discuss proportionality or equity within individual subareas

Almost more important is what we don't want to do. First we don't want to disrupt the foundation of the Expenditure Plan. The Expenditure Plan was based on assumptions about the availability of State and Federal funds and those assumptions helped to determine the scope of the programs and the scale of the projects that could be accomplished. The Expenditure Plan in no way assumed that each subarea would receive an equal amount of State and Federal funds, so we want to be sure that we don't isolate the term "equity" and confuse it with the word "equal" in this discussion – the focus is the word "proportional" that is used in the Expenditure Plan.

Also this discussion does not have to impact the allocation policies that the Board has already adopted. We are not intending to determine how the Board will make individual funding decisions from this point forward. The purpose of this exercise is to establish a benchmark or a point of reference for the Board so that when they are making allocation decisions, they know the impact that decision will have on the ability of SANBAG to provide proportional funding to each subarea over time.

And finally, we are only talking about proportionality between subareas, not within subareas. Proportionality within subareas is a very different discussion that becomes complicated by the concept of public shares in the Valley and Victor Valley subareas, subarea priorities, and availability of Measure funds. We also wouldn't intend for the outcome of this discussion to set any precedence on that topic because that is just a very different discussion.

To what level will we measure?

Fund-by-Fund Basis	Accumulated Basis
Equity guaranteed if eligible projects are available	Equity is required to be actively monitored
Various eligibility, matching, and timely use requirements	Freedom to use funds across subareas based on project characteristics
Creating "silos" restricts efficient delivery	Doesn't prevent Board from restricting distribution of certain funds, while allowing flexibility for others

First issue: should we be tracking proportionality by each individual fund source, meaning every fund source that comes through SANBAG will be allocated proportionally to each subarea, or will the Board allow for management of proportionality and equity at a higher level as an accumulation or pool of all State and Federal funds?

If the Board chooses to monitor equity on a fund-by-fund basis, equity over the life of the Measure is guaranteed, but each subarea will be in the situation to have to find projects to meet criteria if they want full access to their share of funds. When considering if SANBAG should measure equity on a fund-by-fund basis it is important to keep in mind that each fund source has different eligibility and matching requirements and different use-it or lose-it deadlines. It may be more efficient to use one fund source to fill a gap in a larger project than to try to find five smaller projects that meet the individual criteria for each source of funds.

If the Board monitors equity on an accumulated basis, it gives subareas and the Board freedom to focus on putting together funding plans that make sense with regard to funding applicability, project and fund management complexity, and project schedules to get a priority project built. However, it also requires active monitoring by staff of where the State and Federal funds are being spent and whether every subarea is getting their share over time.

Strategic Plan Overarching Principles

- #1 Deliver all Expenditure Plan projects at the earliest possible date.
- #2 Seek additional and supplemental funds as needed for completion of all Expenditure Plan projects.
- #3 Maximize leveraging of State, Federal, local, and private dollars.
- #4 Ensure use of Federal funds on otherwise federalized projects.
- #5 Sequence projects to maximize benefit, minimize impact to the traveling public, and support efficient delivery.
- #6 **Provide for geographic equity over the life of the Measure.**

Going back to the Overarching Principles, Principles 1-5 listed here all focus on efficient delivery of the Expenditure Plan projects. And actually most of numbers 7-12 have the same focus. Efficient delivery. Restrictive policies concerning the allocation of State and Federal funds will definitely ensure geographic equity over the life of the Measure. However this can run counter to the basis of the Strategic Plan where the focus is on delivering projects efficiently and maximizing funding sources that can augment Measure.

To what level will we monitor?

Fund-by-Fund Basis	Accumulated Basis
Equity guaranteed if eligible projects are available	Equity is required to be actively monitored
Various eligibility, matching, and timely use requirements	Freedom to use funds across subareas based on project characteristics
Creating "silos" restricts efficient delivery	Doesn't prevent Board from restricting distribution of certain funds, while allowing flexibility for others

To be able to most effectively address these principles, staff's preferred option is to monitor proportionality between subareas on an accumulated basis, meaning looking at the total pool of State and Federal funds available over time and making sure that over time each subarea receives a proportional share of that pool of funds.

We are already doing this on a limited or unofficial basis because we naturally realize this is what makes sense for efficient delivery of projects. For example, recently the Board established a fund-specific formula distribution between subareas for the Proposition 1B State Local Partnership Program funds; however, at the end of the availability of those funds, not all mountain/desert subareas were able to make full use of their allocation. They decided amongst themselves that somebody would get a larger share of something at the next funding opportunity. The problem is that we currently do not have any system in place to make sure that those "donor" subareas are in fact getting their share paid back. If we are monitoring a pool of State and Federal funds, this kind of agreement would naturally be accounted for because their use of the pool of funds would be less than their overall share. If we were to monitor fund-by-fund, there would need to be some sort of documentation maintained when subareas had agreed to exchange shares of funds from various sources to be able to ensure that payback occurred. (Even talking about it is complicated.)

Proportionality Benchmarks

- Legislative Distribution (1A)
- Population (1B)
- Measure Revenue Generation (1E)
- ~~Centerline Miles (1C)~~
- ~~Hybrid Miles/Population (1D)~~

(Not consistent with current policies or expenditure plan)

Now the more cumbersome discussion of Issue #2 and how the Board wishes to define proportionality or equitable shares of State and Federal funds. We will refer to this discussion as a discussion of proportionality “benchmarks” because again the focus is on setting benchmarks to measure the allocation history against – not to establish fund allocation formulas.

Of course when we talk about distributing funds proportionally, we are usually referring to a formula distribution. These are five methods of distribution that are often considered or used in the formula distribution of State and Federal funds (with the addition of 1E). (The references are to the agenda item that was prepared on this subject.) First there is what we have referred to as the legislative distribution – this refers to the formula that is used to apportion the funds to SANBAG being extended down to the subarea level. So every fund source would have it’s own distribution formula. At times the SANBAG Board may define different formulas, as was done for the Proposition 1B SLPP. This is generally the current method of allocating State and Federal funds.

The next method that is commonly used for formula distribution is population. This was the method used when SANBAG created the Local Stimulus Program that was a result of the special funding opportunity in the federal American Recovery and Reinvestment Act. We don’t currently use population alone as a method of splitting any other State and Federal funds that we have allocation authority over. And while population is a major factor in the distribution STP, it is first split at the state level into urban and rural pots so the resulting split of funds is different from a pure population distribution.

Proportionality Benchmarks

- Legislative Distribution (1A)
- Population (1B)
- Measure Revenue Generation (1E)
- ~~Centerline Miles (1C)~~
- ~~Hybrid Miles/Population (1D)~~

(Not consistent with current policies or expenditure plan)

Another method that has been considered for distribution of funds by formula would be Measure Revenue Generation. This is not a method that the Board has ever used when apportioning or allocating funds, but it has been presented to the Board as an option for distributing funds in the past. It was discussed as a method for distributing the SLPP funds since the SLPP program was established as a means to reward counties with self-imposed transportation sales taxes. However, ultimately the Board did not select this distribution method even for those funds that had a direct nexus to Measure revenue generation.

And finally, there are centerline miles and hybrid centerline miles/population formulas. Regarding these two formula methods, these actually stray quite a bit from the current Board approved policies and result in formulas that can be 10-20% different from the assumptions that are the basis for the Expenditure Plan and Strategic Plan. So where we would see the typical fund formulas resulting in about 75/25 or 80/20 valley/mtn/desert split, these could result in a split of 45/55 or 60/40 between the valley and mtn/desert subareas. This goes counter to the assumptions of funding availability in the Expenditure Plan and isn't consistent with the current allocation policies that are mostly based on a legislative distribution. These are two things on the list of actions we were hoping to avoid in this process. So staff would ask that the Board allow these to be removed from consideration in the overall measurement of equity. That does not mean the Board cannot use these methods for allocating an individual fund source, for example the hybrid method was used to distribute the SLPP funds, which incidentally the Board clearly stated that would not set precedent for future allocations, but these formulas would not be used to define equity or to establish benchmarks by which to measure proportionality over the life of the measure.

Legislative Distribution - STP

Federal
Apportionment

California STP
Split
Urban/Rural

State
Apportionment

SANBAG Urban
Share by
Population

SANBAG Rural
Share by
Population

Subarea
Apportionment

Valley Urban
Share by
Population

Victor Valley
Urban Share by
Population

Split between
Rural Subareas
by Population

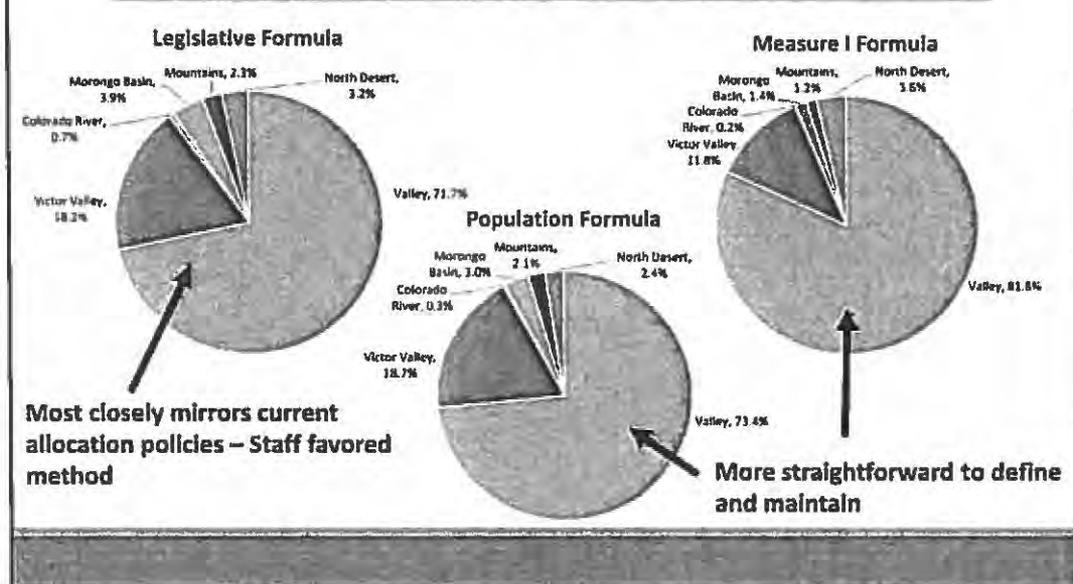
This is an example of how STP shares would be determined under the Legislative Distribution method. STP is apportioned to SANBAG in two apportionments based on relative urban and rural populations. If we were to extend that formula down to the subarea level, the urban STP funds would be split between the Valley and Victor Valley subareas based on population and the rural STP funds would be split between each of the rural mountain/desert subareas based on population. This is very similar to the way we currently manage the STP funds, except that the current policy doesn't define splits of funds between the rural subareas.

Legislative Distribution - CMAQ



CMAQ shares would be determined in a similar way except rather than urban/rural splits it would be split based on apportionments to the South Coast/Mojave Desert Air Basins at the State Apportionment level, which is based on population and severity of air quality problems. Subarea apportionments would only factor in population since the air quality problems within air basins would not affect that split.

Proportionality Benchmarks



So to translate these words into what it would actually mean in practice, these are resulting Proportionality Benchmarks by Subarea from the first three methods on the previous slide. They don't differ much – in fact the legislative and population formulas track very closely, largely due to the fact that population plays a major role in formula distribution of funds to SANBAG. The Measure I formula, which is based on point-of-generation revenue, will favor the Valley because of the large population and the more mature retail sector; however, the Strategic Plan assumes that over the life of the Measure this may move closer to a 78/22 split as the Mountain/Desert areas grow. So it's important to point out that whatever method of proportionality benchmarking the Board selects, staff expects that these benchmarks will not be stagnant – they will continue to change over time as the county changes over time because, again, the purpose of this is to ensure proportionality and equity over the life of the Measure. It would make sense for the benchmarks to be adjusted annually as our normal funds are apportioned to us and our Measure revenue estimates and population estimates are adopted. The staff-favored option is shown as the Legislative Distribution because this most closely follows the current allocation policies adopted by the Board.

Calculating a Benchmark

Apportionments to SANBAG Over the Past 4 Years (\$1,000s)										
Subarea	STP		CMAQ		STIP		SLPP		Total	Benchmark
Valley	\$78,624	82.41%	\$85,367	73.86%	\$72,872	64.63%	\$35,460	63.00%	\$272,322	71.70%
Victor Valley	\$15,413	16.16%	\$20,216	17.49%	\$22,014	19.52%	\$11,687	20.76%	\$69,331	18.20%
Colorado River	\$49	0.05%	\$351	0.30%	\$1,501	1.33%	\$698	1.24%	\$2,598	0.70%
Morongo Basin	\$523	0.55%	\$3,753	3.25%	\$5,787	5.13%	\$4,738	8.42%	\$14,802	3.90%
Mountains	\$377	0.40%	\$2,910	2.52%	\$4,011	3.56%	\$1,437	2.55%	\$8,735	2.30%
North Desert	\$415	0.44%	\$2,977	2.58%	\$6,568	5.82%	\$2,266	4.03%	\$12,225	3.20%

This table shows how the benchmarks would be calculated if the Board did decide to monitor proportionality as a pool of State and Federal funds where shares of each fund are determined based on the legislative distribution. Each fund source has a different distribution formula, but the benchmark that would be referenced would be the resulting share of the total funds available.

Application of the data - SLPP

Subarea	Results of Allocation Options					
	(a) Actual Since 2010	(b) Benchmark	(c) SLPP by Population	(d) SLPP by Centerline Miles	(e) SLPP by 50/50 Pop/Miles	(f) SLPP by Measure
Valley	82.3%	71.7%	81.4%	78.8%	80.1%	80.9%
Victor Valley	14.2%	18.2%	14.6%	14.9%	14.8%	15.0%
Colorado River	0.0%	0.7%	0.0%	0.4%	0.2%	0.0%
Morongo Basin	0.4%	3.9%	0.7%	1.3%	1.0%	0.6%
Mountains	0.0%	2.3%	0.2%	0.6%	0.4%	0.2%
North Desert	3.0%	3.2%	3.0%	4.0%	3.5%	3.3%

Using the SLPP allocation process as a case study, this shows how this information could be used in the future. Column (a) shows the total distribution of State and Federal funds since Measure I 2010-2040 began without SLPP factored in. Column (b) shows the Benchmarks (Proportional Shares) calculated before, and columns (c) - (f) show how the total State and Federal fund distribution would look (actuals + SLPP) if SLPP were distributed on the listed formula. Staff worked with Technical Advisory Committees and Board Committees on the distribution formula for SLPP for over four months with the final distribution method decided as the hybrid approach. Much of these discussions were centered around what was an equitable distribution for this particular fund source. However, all of these discussions were occurring without any consideration of where we were across all State and Federal funds in terms of proportional shares. Had this information been available or considered, staff would not expect that the Board would have decided to allocate SLPP based on centerline miles because it results in a total allocation closer to the benchmark. However, because we are expected to allocate funds proportionally over the life of the measure, it is important that this information be available to the Board so that they are aware of the overall impact of their decisions. Ultimately this is a transparency tool that allows the Board to make informed decisions about funding and that can guide staff in developing recommendations that are consistent with Board intentions.

Goals of this discussion

1. Should proportionality and equity be monitored on a fund-by-fund basis or on an accumulated basis?
 - *Staff-favored option – Accumulated Basis*
2. What benchmark will SANBAG use to measure proportionality and equity?
 - *Staff-favored option – Legislative Distribution*

The Board has asked that the TTAC and CCMTAC provide feedback on this issue. Staff would like to get concurrence from the CCMTAC on the favored options at the September CCMTAC meeting so that this can continue on for Board approval. Board action on this policy will be an important factor in the 2014 Update to the 10-Year Delivery Plan. As indicated, the staff favored methods would be to track a pooled proportionality by the legislative distribution of funds, and legislative can refer to either State or Federal methods of distribution, such as was demonstrated with the STP and CMAQ programs in the earlier slides, or it can refer to Board-approved distributions, as was discussed with regard to the SLPP funds.

Next Steps

- Develop consensus
- Discuss policy language with the Transportation Technical Advisory Committee and City/County Managers Technical Advisory Committee
- Present recommended policy language to General Policy Committee and Board for approval
- Develop a “dashboard” monitoring tool that will monitor compliance with the approved policy



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: November 14, 2013

Subject: Measure I Valley Freeway Interchange Program Term Loan Agreement with the City of Colton for the Interstate 10 (I-10) Pepper Interchange Improvement Project

Recommendation:* That the following be reviewed and recommended for approval by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

1. Approve Contract No. C14060, a term loan agreement in an amount not to exceed \$164,267, with the City of Colton for the I-10 Pepper Interchange Project.
2. Waive the five-year contract term limitation set forth in Policy 11000.
3. Approve use of Term Loan Agreement Form Dated December 4, 2013, for Measure I Local Streets Funds loans made pursuant to Measure I Strategic Plan Policy 40005/VFI-23.1.

Background: On February 6, 2013, the City of Colton, County of San Bernardino and SANBAG entered into Contract No. C13040 defining the roles and responsibilities of the parties for all phases of the I-10 Pepper Interchange Project. In summary, under Agreement C13040, SANBAG agreed to be the lead agency for the PA&ED, Right-of-Way (ROW), PS&E, and Construction

	<p><i>Approved</i> Board Metro Valley Study Session</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

phases of the Project, and to contribute towards the overall Project cost an amount not to exceed \$369,600 using Measure I funds. The City of Colton agrees to contribute towards the overall Project cost an amount not to exceed \$246,400. The County of San Bernardino consents to the use of the SAFETEA-LU DEMO funds that have already been authorized for the Project. Additionally, the City of Colton staff indicated that the City was anticipating requesting a loan for two-thirds of their share from their Measure I Local Streets Program revenue in accordance with the revised Measure I Strategic Plan Policy 40005/VFI-23.1, Section H - Development Mitigation Fair Share Loans and Loan Repayment. Although the loan was subject to future Board approval, the City indicated that it was willing to proceed with approval of Contract No. C13040.

Staff is now requesting approval of Contract No. C14060, a term loan agreement made in accordance with Policy 40005/VFI-23.1 in an amount not to exceed \$164,267, which is two-thirds of the City's estimated financial responsibility for the I-10 Pepper Interchange Project. Details on how the loan will be handled are included in the financial impact section below. Repayment of the loan will be from Developer Impact Fees (DIF) after the City has fulfilled its obligation to other projects to which it has committed DIF, as identified in Exhibit "B" of Contract No. C14060 which include: Laurel Street Grade Separation Project and Reche Canyon Road Widening Bi-County Project.

A considerable amount of time and effort has been expended in developing this Term Loan Agreement to assure it is fair and reasonable to both parties, and consistent with Policy 40005/VFI-23.1, Measure I and Measure I Strategic Plan Policies. Staff recommends the Board approve the use of the Term Loan Agreement Template for future Local Streets Funds loans made under Policy 40005/VFI-23.1. This will assure that all of SANBAG's member jurisdictions seeking such loans are treated fairly and equally and will eliminate the need to negotiate the general terms of the Term Loan Agreement with each loan applicant.

Financial Impact: As project costs are incurred, SANBAG will send an invoice to the City identifying two-thirds of the City's cost incurred to date and concurrently deduct an amount equal to the invoiced amount from the City's Local Street Program Pass-Through Funds which will then be applied to the project cost under Task 0896. On an annual basis, the City shall transfer to SANBAG all Uncommitted Development Impact Fees collected in the prior Fiscal Year until the Loan Amount is paid in full.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item, the Term Loan Agreement and the Template.

Responsible Staff: Carrie Schindler, Chief of Fund Administration and Programming

MEASURE I VALLEY FREEWAY INTERCHANGE PROGRAM

TERM LOAN AGREEMENT

(Policy 40005 VFI 23-1)

(CITY OF COLTON I-10 PEPPER INTERCHANGE PROJECT)

This Term Loan Agreement, nominally dated _____, 2013, is entered into on the Effective Date by and between the City of Colton, a California municipal corporation (Borrower) and the San Bernardino County Transportation Authority (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. On December 5, 2012, Lender's Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.
- B. On February 6, 2013, Borrower and Lender entered into Contract No. C13040 setting forth the funding and other obligations of Borrower, Lender and the County of San Bernardino for all phases of the Interstate 10 (I-10) Pepper Interchange Improvement Project in the City of Colton.
- C. Under Contract No. C 13040, Borrower is obligated to fund its Local Share of estimated Project Costs (defined below) in an amount not to exceed \$246,400.
- D. Borrower has requested that Lender loan Borrower two-thirds of its estimated Local Share of Project Costs (under the terms of sub-policy VFI-23-1) in an amount not to exceed \$164,266.67.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the Parties to this Agreement, it is agreed as follows:

ARTICLE ONE--DEFINITIONS

The following terms used in this Agreement shall have the meanings set out below and these definitions shall be applicable to both the singular and plural forms of the defined terms:

Agreement means this Term Loan Agreement, nominally dated _____, 2013, entered into between Borrower and Lender, as it may be amended from time to time.

Agreement Termination Date means the last day of the tenth (10th) year subsequent to the issuance of the Notice of Completion for the Project.

Borrower means the City of Colton, a California city and municipal corporation.

Collateral means Borrower's Uncommitted Development Impact Fees and Borrower's Local Street Program Pass-Through Funds up to the Loan Amount, as more fully described in Exhibit "A". Borrower's Local Street Program Pass-Through Funds in excess of the Loan Amount are not Collateral.

Contract No. C13040 means the Contract between the City of Colton, the County of San Bernardino and the San Bernardino County Transportation Authority for the Preliminary Engineering and Environmental Document, Plans Specifications and Estimate, Right-of-Way, and Construction of the I-10 Pepper Interchange.

Cost Buy-Down for Project means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to Valley Freeway Interchange Policy 40001 IV. I. 1, after which the Local Share and Public Share are applied.

Development Impact Fees or DIF means the revenues generated by Borrower's locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources.

Development Mitigation Annual Report means the annual report prepared by local jurisdictions in the urbanized areas of San Bernardino County as part of the SANBAG Development Mitigation Program that provides information on what development has occurred, the amount of development mitigation revenue collected and the amount of development mitigation revenue expended on projects contained in the Nexus Study.

Draw means an advance made by Lender from Borrower's Measure I Local Street Program Pass-Through Funds in order to pay for Borrower's Local Share of Project Costs as part of the Loan Amount.

Effective Date means the date this Agreement is executed by Lender.

Lender means the San Bernardino County Transportation Authority.

Lien means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, intra-fund borrowing commitment, covering all or any part of the Collateral.

Loan Amount means the total amount of all Draws outstanding and unpaid by Borrower, up to an amount not to exceed One Hundred Sixty-Four Thousand, Two Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$164,266.67).

Loan Fee means Two-Thousand Seven Hundred Fifty Dollars (\$2,750) payable by Borrower to Lender for Lender's additional costs of administering the Term Loan.

Local Share means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SANBAG Nexus Study (thirty-four percent (34%)); plus (2) one-hundred percent (100%) of SANBAG management and oversight costs for the Project. The Local Share is estimated to be \$246,400.

Local Share Project Cost Deposit means one-third of the Local Share for the Project, which is Eighty-Two Thousand One Hundred Thirty-Three Dollars and Thirty-Three Cents (\$82,133.33). The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

Local Street Program Pass-Through Funds means the Measure I program in all subareas that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

Measure I means the one-half of one percent ($\frac{1}{2}\%$) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

Nexus Study means that study dated November 2, 2011, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

Person means a natural person or a corporation, government entity or subdivision, agency, trust, estate, partnership, cooperative or association.

Project means the Interstate 10 (I-10) Pepper Interchange Improvement Project in the City of Colton, as more fully described in Contract No. C13040.

Project Costs means the total cost of the Project, which are estimated to be \$7,655,000.

Project Phase means the Preliminary Engineering and Environmental Document and Plans, Specifications and Estimate work for the Project.

Public Share means the share of Project Costs assigned as SANBAG's contribution calculated as the Project Costs minus the Cost Buy-Down Funds and minus the Local Share for the Project.

SANBAG means the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority.

Term Loan means Lender's lending of money to Borrower under the terms of this Agreement from the defined source of funds and for the defined purposes as more specifically described in Article Two.

Uncommitted Development Impact Fees means those Development Impact Fees received by or to be received by Borrower during the term of this Agreement that, as of the Effective Date, Borrower has not previously committed to expend on the transportation projects listed in Exhibit "B".

Valley Freeway Interchange Policy means the Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan set forth in Policy 40005 adopted by the SANBAG Board April 1, 2009, as revised December 5, 2012.

ARTICLE TWO—TERM LOAN

2.1 **Term Loan.** On the terms and conditions set forth herein, Lender hereby agrees to lend the Loan Amount to Borrower for the purpose of assisting Borrower in satisfying its obligation to pay its Local Share of Project Costs. On or before the Agreement Termination Date (unless extended in accordance with Subarticle 3.7), Borrower promises to pay Lender the principal sum of the Loan Amount. .

2.2 **Term Loan Draws.** As the Project moves forward, SANBAG shall send an invoice to Borrower, not more frequently than monthly, invoicing Borrower for two-thirds of Borrower's Local Share of Project Costs incurred to date. Concurrently Lender shall make a Draw in an amount equal to the invoiced amount. Each Draw shall become principal on the Loan Amount, and the next monthly Local Street Program Pass-Through Funds payable to Borrower shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.

2.3 **Source of Loan Draws.** The sole source of any Draws shall be Borrower's monthly Local Street Program Pass-Through Funds. Lender has no obligation to and shall not make Draws from any other source of funds.

2.4 **Use of Proceeds.** Measure I strictly limits the recipients of, the projects eligible for, and the uses of Measure I proceeds, including Local Street Program Pass-Through Funds. Borrower understands and agrees that Draws shall be credited toward Borrower's account with SANBAG for payment of Borrower's Local Share, and Draws shall not be paid directly to Borrower, Borrower's creditors, assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.

ARTICLE THREE—GENERAL CREDIT PROVISIONS

3.1 Conditions Precedent. As conditions precedent to Lender making the Term Loan to Borrower, Borrower shall:

3.1.1 Pay Lender the Loan Fee upon Borrower's execution of this Agreement; and

3.1.2 Not later than thirty (30) calendar days after SANBAG invoices Borrower for the Local Share Project Cost Deposit, Borrower shall pay SANBAG the Local Share Project Cost Deposit of \$82,133.33, from Uncommitted Development Impact Fees or other lawful, non-Measure I sources of funds.

3.1.3 Deliver to Lender a certified copy of a Resolution of Borrower's legislative body: authorizing execution of this Agreement by Borrower's duly authorized representative; and approving this Agreement.

3.2 Records of Draws. Draws shall be evidenced by entries in Project accounting records maintained by Lender.

3.3 Collateral. Borrower shall grant Lender a first priority Lien in the Collateral, as more fully described in Exhibit "A". Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its Lien in the Collateral.

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: Not later than July 31 of each year after the first Draw has been made by Lender, Borrower shall transfer to Lender all Uncommitted Development Impact Fees collected by Borrower in the prior Fiscal Year until the Loan Amount is paid in full.

3.4.2 Borrower shall commence repayment of the Loan Amount on the earlier of the date Borrower receives Uncommitted Development Impact Fees or the date SANBAG issues a Notice of Completion of the Project.

3.4.3 All payments of the Loan Amount received by Lender shall be entered in SANBAG's records as a reduction of the Loan Amount.

3.5 Release of Local Streets Pass-through. Within thirty (30) calendar days after Lender's receipt of a Term Loan payment from Borrower, Lender shall release to Borrower Local Street Program Pass-Through Funds that have been withheld as a Draw under Subarticle 2.2, in an amount equal to Borrower's Term Loan payment.

3.6 Loan Due Date. The remaining balance of the Loan Amount shall be due and payable upon the Agreement Termination Date.

3.7 Loan Extension. If the Loan Amount is unpaid ninety (90) calendar days prior to the Agreement Termination Date and Borrower is not in breach of this Agreement, Borrower and Lender shall negotiate in good faith an extension of the term of this Agreement necessary to enable Borrower to repay the Loan Amount from Uncommitted Development Impact Fees.

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower's obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, and Lender shall release its security interest in the Collateral.

ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants that as of the Effective Date and the dates of each of the Draws:

4.1 Authorization, Validity and Enforceability. The execution, delivery and performance of this Agreement are within Borrower's powers, have been duly authorized, and are not in conflict with Borrower's charter (if applicable), and this Agreement constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

4.2 Compliance with Applicable Laws. Borrower has complied with its charter (if applicable), all laws, ordinances, and other governmental regulations now or later in force and effect in entering into this Agreement.

4.3 No Conflict. The execution, delivery, and performance by Borrower of the terms of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which Borrower is a party or by which Borrower may be bound or affected.

4.4 No Litigation, Claims or Proceedings. There is no litigation, claim, proceeding or dispute pending, or to the knowledge of Borrower, threatened against or affecting the Collateral or Borrower's ability to enter into this Agreement, except as disclosed in writing to Lender prior to the Effective Date.

4.5 Correctness of Financial Statements. Borrower's Comprehensive Annual Financial Report for Fiscal Year 2011/2012 which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, 2012, and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Committed Projects list. Borrower represents and warrants to Lender that the DIF Committed Projects, attached to this Agreement as Exhibit "B", is a true, correct and complete listing of the projects for which Borrower has previously committed to expend Development Impact Fees, and of the DIF amounts committed to those projects as of the Effective Date of this Agreement.

4.7 Reaffirmation of Representations. Each Draw accepted by Borrower shall be deemed a confirmation by Borrower that all representations and warranties contained herein or otherwise made by Borrower to Lender are then accurate in all material respects as though made on the date of such Draw.

4.8 Continuing disclosure. The Borrower shall notify the Lender of potential bankruptcies, changes in general fund balances or revenues greater than 20% from the prior year, operational changes that impact the Borrower's budget by greater than 20% and any new debt issuances.

4.9 Title to Collateral. Except as disclosed to Lender pursuant to this Agreement, Borrower has good and clear title to the Collateral, and the Collateral is not subject to any Liens.

ARTICLE FIVE—AFFIRMATIVE COVENANTS

During the term of this Agreement and until its performance of all obligations to Lender, Borrower promises and will:

5.1 Notice to Lender. Promptly give notice to Lender of:

5.1.1 Any litigation or threatened litigation or administrative or regulatory proceeding arising out of or related to this Agreement;

5.1.2 Any Event of Default; and

5.1.3 Receipt of Uncommitted Development Impact Fees, including the sources and amounts of the Uncommitted Development Impact Fees received.

5.2 Borrower grants Lender a first position security interest in the Collateral. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its first position security interest in the Collateral.

5.3 Records. Maintain adequate books, papers, records, accounting records, files, reports, and all other material relating to the Project and the Development Impact Fees. Borrower shall, upon request, make all such materials available to Lender or its designee at any reasonable time during the term of the Contract and for three (3) years from the Agreement Termination Date for auditing, inspection, and copying.

5.4 Five Year Measure I CIP Disclosure. Include in its Five-Year Measure I Capital Improvement Plan the amount of this Loan, the use of the Loan funds, and Borrower's plan for repayment of the Loan.

5.4 General Credit Provisions. Comply with and perform all of Borrower's payment and other obligations under Article Two -Term Loan, and Article Three - General Credit Provisions.

5.5 Compliance with Laws. Comply with all laws, rules, regulations, orders or directives of any governmental or regulatory authority and with all material agreements to which Borrower is a party, that relate to or impact Borrower's performance under this Agreement.

ARTICLE SIX—NEGATIVE COVENANTS

During the term of this Agreement and until the performance of all obligations to Lender, Borrower will not, without prior written consent of Lender:

6.1 Liens. Create, incur, assume or permit to exist any Lien, or grant any other Person or entity a pledge, in any of the Collateral, except Liens in favor of Lender pursuant to Subarticle 3.3.

6.2 Transfer of Collateral. Borrower covenants not to directly or indirectly assign, transfer, pledge, convey, hypothecate or encumber the Collateral in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement.

6.3 Non-Assignment of Agreement. Borrower shall not assign this Agreement in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE SEVEN—EVENTS OF DEFAULT

7.1 Event of Default.

An event of default is any breach or default of any covenant, representation or warranty of this Agreement which can be cured by the payment of money and which either Party does not cure within a fifteen (15) calendar day period commencing on the date when such amount was due and payable ("Monetary Event of Default"); or any other breach or default ("Non-Monetary Event of Default") by either Party of any covenant, representation or warranty of this Agreement which is not a Monetary Event of Default or which is not defined in this section and which the defaulting Party does not cure within a thirty (30) calendar day period commencing on the date of the occurrence of the breach or default (the "Applicable Cure Period"), or in the event such Event of Default cannot reasonably be cured within such time, which the defaulting Party does not commence to cure within the Applicable Cure Period and thereafter diligently and continuously proceed with such cure to

completion and complete the same within a period determined to be reasonable by the non-defaulting Party.

7.2 Remedies. Upon the occurrence of any uncured Event of Default, the following shall apply:

7.2.1 At Lender's sole discretion, Lender may take any or all of the following actions:

7.2.1.1 cease making further Draws;

7.2.1.2 withhold Local Street Program Pass-Through Funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, without further notice to Borrower;

7.2.1.4 pursue proceedings at law or equity to recover the Collateral or to otherwise enforce the terms of this Agreement against Borrower;

7.2.1.5 disqualify Borrower from further participation in SANBAG's Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.1;

7.2.1.6 exercise any and all rights and remedies available at law or equity.

7.2.2 At Borrower's sole discretion, Borrower may take any or all of the following actions:

7.2.2.1 terminate this Agreement, without further notice to Lender;

7.2.2.2 pursue proceedings at law or equity to enforce the terms of this Agreement against Lender.

7.2.3 In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

ARTICLE EIGHT—GENERAL PROVISIONS

8.1 Notices. Any notice given by any Party to this Agreement shall be in writing and personally deliver, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower
City of Colton
Attention: City Manager
650 N. La Cadena Drive
Colton, CA 92324
Fax No. (909) 370-5183

To: Lender
SANBAG
Attention: Executive Director
1170 W. Third Street
San Bernardino, CA 92410
Fax No. (909) 885-4407

Each Party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other Party.

8.2. No Waiver. Any waiver, permit, consent or approval by a Party of any Event of Default or breach of any provision, representation, warranty or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement. Any failure or delay on the part of a Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.4 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under this Agreement or applicable law.

8.5 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable, shall be so only as to the extent of such prohibition or unenforceability, but all the remaining provisions of the Agreement shall remain valid and enforceable.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.7 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement.

8.8 Reimbursement. Borrower shall reimburse Lender for all costs and expenses expended or incurred by Lender in any arbitration, judicial reference, legal action, or otherwise in connection with: (a) collecting any sum which becomes due Lender under this Agreement,

or (b) the protection, preservation or enforcement of any rights of Lender under this Agreement.

8.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute but one agreement.

8.9 Further Assurances. At any time and from time to time upon the request of Lender, Borrower will execute and deliver such further documents and do such other acts as Lender may reasonably request in order to effect fully the purposes of the Agreement and provide for the payment of the Loan and preservation of Lender's security interest in the Collateral.

8.11 Headings. The headings and captions of Articles and subarticles of this Agreement are for the convenience of reference only and shall not constitute a part of the text nor alter or otherwise affect the meaning thereof.

8.12 Construction of Agreement. Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

8.13 Exhibits. Exhibit "A"--Collateral and Exhibit "B"—DIF Committed Projects, are attached to and incorporated into this Agreement by this reference.

8.14 Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements, written or oral, concerning the subject matter hereof. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been incorporated into this Agreement.

8.15 Amendments. This Agreement may be amended only in a writing duly authorized and executed by both Borrower and Lender.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

CITY OF COLTON

SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY

By: _____
Name: _____
Date: _____

By: _____
W.E. Jahn, Chair
Date: _____

ATTEST

City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney

Eileen Monaghan Teichert,
General Counsel

CONCURRED

Jeffery Hill, Contract Administrator

EXHIBIT "A"—COLLATERAL

COLLATERAL FOR TERM LOAN AGREEMENT NO. C14060

1. Any and all of the City of Colton's Uncommitted Development Impact Fees received by or to be received by the City of Colton, including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted Development Impact Fees are the revenues generated by City of Colton's locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for: Laurel Grade Separation Project and Reche Canyon Road Widening Bi-County Project.

2. Any and all of City of Colton's Measure I Local Streets Program Pass-Through Funds up to the amount of One Hundred Sixty-Four Thousand, Two Hundred Twenty-Six Dollars and Sixty-Seven Cents (\$164,226.67). Local Streets Program Pass-Through Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a pass-through mechanism directly to the City of Colton for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

**EXHIBIT "B"—DIF COMMITTED PROJECTS & DIF AMOUNTS
COMMITTED**

FY 2013-2014

- \$129,760 - La Cadena Drive over Santa Ana River Bridge Replacement Project.
- \$182,660 - Mt. Vernon Ave. over UPRR Bridge Widening Project

FY 2014-2015

- \$9,030 - Widen La Cadena Dr. from Rancho Ave. to Iowa Ave. (Bridge Project).
- \$44,540 - Mt. Vernon Ave. over UPRR Bridge Widening Project
- \$40,770 – Washington Street Extension Project

FY 2015-2016

- \$118,590 - Widen Canyon Road Widening Bi-County Project

FY 2016-2017

- \$116,000 - Widen Canyon Road Widening Bi-County Project

MEASURE I VALLEY FREEWAY INTERCHANGE PROGRAM

TERM LOAN AGREEMENT

(Policy 40005 VFI 23-1)

(CITY OF Click here to enter text. PROJECT)

This Term Loan Agreement, nominally dated _____, 2013, is entered into on the Effective Date by and between the City of Click here to enter text., a California municipal corporation (Borrower) and the San Bernardino County Transportation Authority (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. On December 5, 2012, Lender's Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.
- B. On Click here to enter text., Borrower and Lender entered into Contract No. Click here to enter text. setting forth the funding and other obligations of Borrower, Lender and the County of San Bernardino for all phases of the Click here to enter text. Project in the City of Click here to enter text..
- C. Under Contract No., Click here to enter text. Borrower is obligated to fund its Local Share of estimated Project Costs (defined below) in an amount not to exceed \$Click here to enter text..
- D. Borrower has requested that Lender loan Borrower two-thirds of its estimated Local Share of Project Costs (under the terms of sub-policy VFI-23-1) in an amount not to exceed \$Click here to enter text..

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the Parties to this Agreement, it is agreed as follows:

ARTICLE ONE--DEFINITIONS

The following terms used in this Agreement shall have the meanings set out below and these definitions shall be applicable to both the singular and plural forms of the defined terms:

Agreement means this Term Loan Agreement, nominally dated _____, 2013, entered into between Borrower and Lender, as it may be amended from time to time.

Agreement Termination Date means the last day of the tenth (10th) year subsequent to the issuance of the Notice of Completion for the Project.

Borrower means the City of Click here to enter text., a California city and municipal corporation.

Collateral means Borrower's Uncommitted Development Impact Fees and Borrower's Local Street Program Pass-Through Funds up to the Loan Amount, as more fully described in Exhibit "A". Borrower's Local Street Program Pass-Through Funds in excess of the Loan Amount are not Collateral.

Contract No. C13040 means the Contract between the City of Click here to enter text. and the San Bernardino County Transportation Authority for the Preliminary Engineering and Environmental Document, Plans Specifications and Estimate, Right-of-Way, and Construction of Click here to enter text. Project.

Cost Buy-Down for Project means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to Valley Freeway Interchange Policy 40001 IV. I. 1, after which the Local Share and Public Share are applied.

Development Impact Fees or DIF means the revenues generated by Borrower's locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources.

Development Mitigation Annual Report means the annual report prepared by local jurisdictions in the urbanized areas of San Bernardino County as part of the SANBAG Development Mitigation Program that provides information on what development has occurred, the amount of development mitigation revenue collected and the amount of development mitigation revenue expended on projects contained in the Nexus Study.

Draw means an advance made by Lender from Borrower's Measure I Local Street Program Pass-Through Funds in order to pay for Borrower's Local Share of Project Costs as part of the Loan Amount.

Effective Date means the date this Agreement is executed by Lender.

Lender means the San Bernardino County Transportation Authority.

Lien means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, intra-fund borrowing commitment, covering all or any part of the Collateral.

Loan Amount means the total amount of all Draws outstanding and unpaid by Borrower, up to an amount not to exceed Click here to enter text. (\$Click here to enter text.).

Loan Fee means Two-Thousand Seven Hundred Fifty Dollars (\$2,750) payable by Borrower to Lender for Lender's additional costs of administering the Term Loan.

Local Share means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SANBAG Nexus Study (Click here to enter text. (Click here to enter text.%)); plus (2) one-hundred percent (100%) of SANBAG management and oversight costs for the Project. The Local Share is estimated to be \$Click here to enter text..

Local Share Project Cost Deposit means one-third of the Local Share for the Project, which is Click here to enter text. (\$Click here to enter text.). The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

Local Street Program Pass-Through Funds means the Measure I program in all subareas that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

Measure I means the one-half of one percent ($\frac{1}{2}\%$) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

Nexus Study means that study dated November 2, 2011, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

Person means a natural person or a corporation, government entity or subdivision, agency, trust, estate, partnership, cooperative or association.

Project means the Click here to enter text. Project in the City of Click here to enter text., as more fully described in Contract No.Click here to enter text..

Project Costs means the total cost of the Project, which are estimated to be \$Click here to enter text..

Project Phase means the Preliminary Engineering and Environmental Document and Plans, Specifications and Estimate work for the Project.

Public Share means the share of Project Costs assigned as SANBAG's contribution calculated as the Project Costs minus the Cost Buy-Down Funds and minus the Local Share for the Project.

SANBAG means the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority.

Term Loan means Lender's lending of money to Borrower under the terms of this Agreement from the defined source of funds and for the defined purposes as more specifically described in Article Two.

Uncommitted Development Impact Fees means those Development Impact Fees received by or to be received by Borrower during the term of this Agreement that, as of the Effective Date, Borrower has not previously committed to expend on the transportation projects listed in Exhibit "B".

Valley Freeway Interchange Policy means the Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan set forth in Policy 40005 adopted by the SANBAG Board April 1, 2009, as revised December 5, 2012.

ARTICLE TWO—TERM LOAN

2.1 **Term Loan.** On the terms and conditions set forth herein, Lender hereby agrees to lend the Loan Amount to Borrower for the purpose of assisting Borrower in satisfying its obligation to pay its Local Share of Project Costs. On or before the Agreement Termination Date (unless extended in accordance with Subarticle 3.7), Borrower promises to pay Lender the principal sum of the Loan Amount. .

2.2 **Term Loan Draws.** As the Project moves forward, SANBAG shall send an invoice to Borrower, not more frequently than monthly, invoicing Borrower for two-thirds of Borrower's Local Share of Project Costs incurred to date. Concurrently Lender shall make a Draw in an amount equal to the invoiced amount. Each Draw shall become principal on the Loan Amount, and the next monthly Local Street Program Pass-Through Funds payable to Borrower shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.

2.3 **Source of Loan Draws.** The sole source of any Draws shall be Borrower's monthly Local Street Program Pass-Through Funds. Lender has no obligation to and shall not make Draws from any other source of funds.

2.4 **Use of Proceeds.** Measure I strictly limits the recipients of, the projects eligible for, and the uses of Measure I proceeds, including Local Street Program Pass-Through Funds. Borrower understands and agrees that Draws shall be credited toward Borrower's account with SANBAG for payment of Borrower's Local Share, and Draws shall not be paid directly

to Borrower, Borrower's creditors, assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.

ARTICLE THREE—GENERAL CREDIT PROVISIONS

3.1 Conditions Precedent. As conditions precedent to Lender making the Term Loan to Borrower, Borrower shall:

3.1.1 Pay Lender the Loan Fee upon Borrower's execution of this Agreement; and

3.1.2 Not later than thirty (30) calendar days after SANBAG invoices Borrower for the Local Share Project Cost Deposit, Borrower shall pay SANBAG the Local Share Project Cost Deposit of \$Click here to enter text., from Uncommitted Development Impact Fees or other lawful, non-Measure I sources of funds.

3.1.3 Deliver to Lender a certified copy of a Resolution of Borrower's legislative body: authorizing execution of this Agreement by Borrower's duly authorized representative; and approving this Agreement.

3.2 Records of Draws. Draws shall be evidenced by entries in Project accounting records maintained by Lender.

3.3 Collateral. Borrower shall grant Lender a first priority Lien in the Collateral, as more fully described in Exhibit "A". Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its Lien in the Collateral.

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: Not later than July 31 of each year after the first Draw has been made by Lender, Borrower shall transfer to Lender all Uncommitted Development Impact Fees collected by Borrower in the prior Fiscal Year until the Loan Amount is paid in full.

3.4.2 Borrower shall commence repayment of the Loan Amount on the earlier of the date Borrower receives Uncommitted Development Impact Fees or the date SANBAG issues a Notice of Completion of the Project.

3.4.3 All payments of the Loan Amount received by Lender shall be entered in SANBAG's records as a reduction of the Loan Amount.

3.5 Release of Local Streets Pass-through. Within thirty (30) calendar days after Lender's receipt of a Term Loan payment from Borrower, Lender shall release to Borrower Local Street Program Pass-Through Funds that have been withheld as a Draw under Subarticle 2.2, in an amount equal to Borrower's Term Loan payment.

3.6 Loan Due Date. The remaining balance of the Loan Amount shall be due and payable upon the Agreement Termination Date.

3.7 Loan Extension. If the Loan Amount is unpaid ninety (90) calendar days prior to the Agreement Termination Date and Borrower is not in breach of this Agreement, Borrower and Lender shall negotiate in good faith an extension of the term of this Agreement necessary to enable Borrower to repay the Loan Amount from Uncommitted Development Impact Fees.

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower's obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, and Lender shall release its security interest in the Collateral.

ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants that as of the Effective Date and the dates of each of the Draws:

4.1 Authorization, Validity and Enforceability. The execution, delivery and performance of this Agreement are within Borrower's powers, have been duly authorized, and are not in conflict with Borrower's charter (if applicable), and this Agreement constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

4.2 Compliance with Applicable Laws. Borrower has complied with its charter (if applicable), all laws, ordinances, and other governmental regulations now or later in force and effect in entering into this Agreement.

4.3 No Conflict. The execution, delivery, and performance by Borrower of the terms of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which Borrower is a party or by which Borrower may be bound or affected.

4.4 No Litigation, Claims or Proceedings. There is no litigation, claim, proceeding or dispute pending, or to the knowledge of Borrower, threatened against or affecting the Collateral or Borrower's ability to enter into this Agreement, except as disclosed in writing to Lender prior to the Effective Date.

4.5 Correctness of Financial Statements. Borrower's Comprehensive Annual Financial Report for Fiscal Year Click here to enter text. which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, Click here to enter text. and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Committed Projects list. Borrower represents and warrants to Lender that the DIF Committed Projects, attached to this Agreement as Exhibit “B”, is a true, correct and complete listing of the projects for which Borrower has previously committed to expend Development Impact Fees, and of the DIF amounts committed to those projects as of the Effective Date of this Agreement.

4.7 Reaffirmation of Representations. Each Draw accepted by Borrower shall be deemed a confirmation by Borrower that all representations and warranties contained herein or otherwise made by Borrower to Lender are then accurate in all material respects as though made on the date of such Draw.

4.8 Continuing disclosure. The Borrower shall notify the Lender of potential bankruptcies, changes in general fund balances or revenues greater than 20% from the prior year, operational changes that impact the Borrower’s budget by greater than 20% and any new debt issuances.

4.9 Title to Collateral. Except as disclosed to Lender pursuant to this Agreement, Borrower has good and clear title to the Collateral, and the Collateral is not subject to any Liens.

ARTICLE FIVE—AFFIRMATIVE COVENANTS

During the term of this Agreement and until its performance of all obligations to Lender, Borrower promises and will:

5.1 Notice to Lender. Promptly give notice to Lender of:

5.1.1 Any litigation or threatened litigation or administrative or regulatory proceeding arising out of or related to this Agreement;

5.1.2 Any Event of Default; and

5.1.3 Receipt of Uncommitted Development Impact Fees, including the sources and amounts of the Uncommitted Development Impact Fees received.

5.2 Borrower grants Lender a first position security interest in the Collateral. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its first position security interest in the Collateral.

5.3 Records. Maintain adequate books, papers, records, accounting records, files, reports, and all other material relating to the Project and the Development Impact Fees. Borrower shall, upon request, make all such materials available to Lender or its designee at any reasonable time during the term of the Contract and for three (3) years from the Agreement Termination Date for auditing, inspection, and copying.

5.4 Five Year Measure I CIP Disclosure. Include in its Five-Year Measure I Capital Improvement Plan the amount of this Loan, the use of the Loan funds, and Borrower's plan for repayment of the Loan.

5.4 General Credit Provisions. Comply with and perform all of Borrower's payment and other obligations under Article Two -Term Loan, and Article Three - General Credit Provisions.

5.5 Compliance with Laws. Comply with all laws, rules, regulations, orders or directives of any governmental or regulatory authority and with all material agreements to which Borrower is a party, that relate to or impact Borrower's performance under this Agreement.

ARTICLE SIX—NEGATIVE COVENANTS

During the term of this Agreement and until the performance of all obligations to Lender, Borrower will not, without prior written consent of Lender:

6.1 Liens. Create, incur, assume or permit to exist any Lien, or grant any other Person or entity a pledge, in any of the Collateral, except Liens in favor of Lender pursuant to Subarticle 3.3.

6.2 Transfer of Collateral. Borrower covenants not to directly or indirectly assign, transfer, pledge, convey, hypothecate or encumber the Collateral in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement.

6.3 Non-Assignment of Agreement. Borrower shall not assign this Agreement in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE SEVEN—EVENTS OF DEFAULT

7.1 Event of Default.

An event of default is any breach or default of any covenant, representation or warranty of this Agreement which can be cured by the payment of money and which either Party does not cure within a fifteen (15) calendar day period commencing on the date when such amount was due and payable ("Monetary Event of Default"); or any other breach or default ("Non-Monetary Event of Default") by either Party of any covenant, representation or

warranty of this Agreement which is not a Monetary Event of Default or which is not defined in this section and which the defaulting Party does not cure within a thirty (30) calendar day period commencing on the date of the occurrence of the breach or default (the “Applicable Cure Period”), or in the event such Event of Default cannot reasonably be cured within such time, which the defaulting Party does not commence to cure within the Applicable Cure Period and thereafter diligently and continuously proceed with such cure to completion and complete the same within a period determined to be reasonable by the non-defaulting Party.

7.2 Remedies. Upon the occurrence of any uncured Event of Default, the following shall apply:

7.2.1 At Lender’s sole discretion, Lender may take any or all of the following actions:

7.2.1.1 cease making further Draws;

7.2.1.2 withhold Local Street Program Pass-Through Funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, without further notice to Borrower;

7.2.1.4 pursue proceedings at law or equity to recover the Collateral or to otherwise enforce the terms of this Agreement against Borrower;

7.2.1.5 disqualify Borrower from further participation in SANBAG’s Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.1;

7.2.1.6 exercise any and all rights and remedies available at law or equity.

7.2.2 At Borrower’s sole discretion, Borrower may take any or all of the following actions:

7.2.2.1 terminate this Agreement, without further notice to Lender;

7.2.2.2 pursue proceedings at law or equity to enforce the terms of this Agreement against Lender.

7.2.3 In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys’ fees and all other related expenses in such litigation.

ARTICLE EIGHT—GENERAL PROVISIONS

8.1 Notices. Any notice given by any Party to this Agreement shall be in writing and personally deliver, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower

Click here to enter text.
Attention: City Manager
Click here to enter text.
Click here to enter text.
Fax No.:Click here to enter text.

To: Lender

SANBAG
Attention: Executive Director
1170 W. Third Street
San Bernardino, CA 92410
Fax No. (909) 885-4407

Each Party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other Party.

8.2. No Waiver. Any waiver, permit, consent or approval by a Party of any Event of Default or breach of any provision, representation, warranty or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement. Any failure or delay on the part of a Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.4 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under this Agreement or applicable law.

8.5 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable, shall be so only as to the extent of such prohibition or unenforceability, but all the remaining provisions of the Agreement shall remain valid and enforceable.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.7 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be

done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement.

8.8 Reimbursement. Borrower shall reimburse Lender for all costs and expenses expended or incurred by Lender in any arbitration, judicial reference, legal action, or otherwise in connection with: (a) collecting any sum which becomes due Lender under this Agreement, or (b) the protection, preservation or enforcement of any rights of Lender under this Agreement.

8.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute but one agreement.

8.9 Further Assurances. At any time and from time to time upon the request of Lender, Borrower will execute and deliver such further documents and do such other acts as Lender may reasonably request in order to effect fully the purposes of the Agreement and provide for the payment of the Loan and preservation of Lender's security interest in the Collateral.

8.11 Headings. The headings and captions of Articles and subarticles of this Agreement are for the convenience of reference only and shall not constitute a part of the text nor alter or otherwise affect the meaning thereof.

8.12 Construction of Agreement. Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

8.13 Exhibits. Exhibit "A"--Collateral and Exhibit "B"—DIF Committed Projects, are attached to and incorporated into this Agreement by this reference.

8.14 Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements, written or oral, concerning the subject matter hereof. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been incorporated into this Agreement.

8.15 Amendments. This Agreement may be amended only in a writing duly authorized and executed by both Borrower and Lender.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

CITY OF [Click here to enter text.](#)

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
Name: _____
Date: _____

By: _____
W.E. Jahn, Chair
Date: _____

ATTEST

City Clerk

APPROVED AS TO FORM

City Attorney

APPROVED AS TO FORM

Eileen Monaghan Teichert,
General Counsel

CONCURRED

Jeffery Hill, Contract Administrator

EXHIBIT "A"—COLLATERAL

COLLATERAL FOR TERM LOAN AGREEMENT NO. C14060

1. Any and all of the City of Colton's Uncommitted Development Impact Fees received by or to be received by the City of Colton, including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted Development Impact Fees are the revenues generated by City of Click here to enter text. locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for:Click here to enter text..

2. Any and all of City of Colton's Measure I Local Streets Program Pass-Through Funds up to the amount of Click here to enter text. (\$Click here to enter text.). Local Streets Program Pass-Through Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a pass-through mechanism directly to the City of Click here to enter text. for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

**EXHIBIT “B”—DIF COMMITTED PROJECTS & DIF AMOUNTS
COMMITTED**

- [Click here to enter text.](#)
- [Click here to enter text.](#)



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 11

Date: November 14, 2013

Subject: Modification to the Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan Policy 40005

Recommendation: That the Committee recommend the Board approve an amendment to the San Bernardino Associated Governments' Measure I 2010-2040 Strategic Plan Policy 40005 (Valley Freeway Interchange Program) which will clarify responsibilities for collection of development mitigation funds for projects where SANBAG assumes project management responsibilities as prescribed under Policy 40005/VFI-32.

Background: This agenda item recommends an amendment to the San Bernardino Associated Governments' (SANBAG's) Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan Policy 40005. A review of SANBAG project management responsibilities resulted in the need to clarify the intent of Policy 40005/VFI-36. While not explicitly stated, the intent of Policy 40005/VFI-36 was to specify the responsibilities for collection of development mitigation funds for projects where SANBAG assumes project management responsibilities as prescribed under Policy 40005/VFI-32.

Policy 40005/VFI-32 specifies that the SANBAG Board of Directors have the option of assuming project management responsibilities for Valley Freeway Interchange projects when one or more of the following conditions are satisfied:

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
-----	-----	-----	---	------	-----

Check all that apply.
 MVSS1311a-tb

<http://portal.sanbag.ca.gov/mgmt/committee/mvss/mvss2013/mvss1311/AgendaItems/MVSS1311a1-tb.doc>

- The public share percentage of the project is greater than 50%.
- Where federal or State funds with delivery time constraints have been secured for the project, where the funds would be withdrawn if the time constraints are not met, and where the withdrawal of funds would increase the amount of other public share funds needed to fund the project. Alternatively, a local jurisdiction may assume the lead if it agrees to be responsible for the loss of any federal or State funds withdrawn as a result of not meeting the time constraints.
- Where SANBAG staff has identified reconstruction of an interchange as necessary prior to or as part of the construction of a San Bernardino Valley Freeway Program project.

Policy 40005/VFI-36 stated that SANBAG will coordinate the collection of development mitigation funds from local jurisdictions and expenditure of those funds as required to complete projects subject to SANBAG project management. The original intent of Policy 40005/VFI-36 was that SANBAG would only coordinate the collection of development funds for projects that SANBAG opted to assume project management responsibilities under the conditions prescribed in Policy 40005/VFI-32, not for all SANBAG-managed interchange projects. To update the intent of when SANBAG would assume responsibility to collect development funds for Valley Freeway Interchange projects, Policy 40005/VFI-36 has been deleted and the text moved to the end of Policy 40005/VFI-32. The amendment is reflected in edits to the policy in Attachment 1.

Financial Impact: This item has no financial impact on the SANBAG FY 2013/2014 Budget.

Reviewed By: This item was presented to the Transportation Technical Advisory Committee on November 4, 2013. This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Responsible Staff: Tim Byrne, Chief of Planning

San Bernardino Associated Governments	Policy	40005
Adopted by the Board of Directors April 1, 2009	Revised	12/5/12
Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan	Revision No.	2

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG website.

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I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Freeway Interchange Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility and prioritization, limitations on eligible expenditures, the role of SANBAG in project delivery, and cost overrun responsibilities.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

III. DEFINITIONS

Capital Projects Need Analysis (CPNA) – A five-year plan of capital project needs for each program included in the San Bernardino Valley Expenditure Plan. The CPNA includes estimates of project costs to be incurred by funding type, fiscal year, and phase for the five year period following the beginning of the subsequent fiscal year.

Development Share– The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Sponsoring Agency – The jurisdiction with the majority share development mitigation responsibility for projects included in the SANBAG Development Mitigation Nexus Study.

IV. POLICIES FOR THE VALLEY FREEWAY INTERCHANGE PROGRAM

A. Allocation of Measure I 2010-2040 Funding

Policy VFI-1: Initiation of project development work on freeway interchange projects shall be the responsibility of local jurisdictions, with the exception that project development work on interchange improvements required to enable the construction of freeway mainline projects may be initiated by SANBAG at the discretion of the Board of Directors.

Policy VFI-2: The SANBAG Board of Directors shall allocate funding to specific Valley Freeway Interchange projects as nominated by sponsoring member agencies through their five-year Capital Projects Need Analysis (CPNA). If nominations exceed the available funding, SANBAG shall allocate funds to sponsors of the nominated projects in order of project priority assigned through a prioritization methodology approved by SANBAG as documented in the Strategic Plan. Fund allocation shall anticipate the Measure I public share costs for subsequent years of a project so that the intent of Policy VFI-3 can be achieved. Funding for initial phases of projects of lesser priority may be deferred depending on the outcome of the annual cash flow analysis. Full funding of the higher priority projects through construction shall be given priority, even if the nominations are less than available funding for any given year.

Policy VFI-3: Allocations to a Valley Freeway Interchange project shall be limited to the current phase of the project. However, an allocation of funds to the Project Approval and Environmental Documentation (PA&ED) phase or to a subsequent phase prior to construction shall represent a commitment by SANBAG to timely funding of the public share of the project through construction, subject to the availability of Measure I, State, and federal funds.

B. Cost Reimbursement

Policy VFI-4: The Valley Freeway Interchange Program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SANBAG, as specified in Policy 40001, prior to receiving authorization from SANBAG to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Project Funding Agreement.

Policy VFI-5: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- **Right-of-way:** Only right-of-way transactions in excess of \$500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VFI-30.
- **Construction:** The advanced reimbursement shall be based on an awarded construction contract in excess of \$10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

C. Sponsoring Agency Reimbursement Invoices

Policy VFI-6: Sponsoring agencies shall submit invoices to SANBAG for actual expenditures incurred for components of an interchange project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SANBAG as frequently as monthly.

Policy VFI-7: The sponsoring agency shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the sponsoring agency must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and adequate documentation of any other expenses incurred by the contractor/consultant.

Policy VFI-8: The sponsoring agency shall be reimbursed for the actual project costs minus the development share documented in the SANBAG Development Mitigation Nexus Study.

D. Local Lead Agency Reimbursement Schedule

Policy VFI-9: SANBAG shall reimburse the local lead agency for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the invoice as identified in Policy VFI-7.

E. Valley Freeway Interchange Program Eligible Projects

Policy VFI-10: Valley freeway interchanges included within the SANBAG Development Mitigation Nexus Study, as periodically updated, are the only freeway interchange projects eligible to be funded by the Valley Freeway Interchange Program.

Policy VFI-11: The SANBAG Development Mitigation Nexus Study shall calculate and document the public and development share costs for each eligible interchange as well as the local jurisdiction responsibility for development share costs.

Policy VFI-12: No new project shall be added to the Valley Freeway Interchange Project List included in the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public share cost, either by eliminating another interchange of comparable cost or increasing the local jurisdiction's development share contribution so as to avoid a net increase in public share cost.

Written agreement to withdraw the interchange shall be obtained from the elected body for any minority share jurisdiction and shall be presented to SANBAG prior to Board action.

F. Valley Freeway Interchange Prioritization

Policy VFI-13: Within the Valley Freeway Interchange Program, projects needed to facilitate delivery of the San Bernardino Valley Freeway Program shall receive priority over the other eligible freeway interchange projects and may be initiated at the discretion of SANBAG. Initiation of an interchange project by SANBAG shall not waive any requirements for local jurisdictions to provide the development share of the project cost. However, SANBAG shall work with the responsible jurisdiction(s) on such projects to transact a loan for the fair share amount or negotiate other payment terms that will allow for reimbursement of the fair share amount to SANBAG over a mutually agreeable timeframe.

Policy VFI-14: Following allocations to interchanges pursuant to Policy VFI-13, Valley Freeway Interchange Program funding shall be allocated to projects nominated by sponsoring agencies according to a prioritization list approved by the SANBAG Board, and included for reference in Section IV.B.5 of the Strategic Plan.

Policy VFI-15: The Valley Freeway Interchange Program prioritization shall be based on a benefit/cost methodology and may also include consideration of congestion on the freeway mainline caused by deficiencies at the interchange. The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board of Directors may request a re-evaluation of the prioritization list at any time.

Policy VFI-16: Project initiation shall be the responsibility of a local sponsoring jurisdiction, unless otherwise directed by the SANBAG Board pursuant to Policy VFI-13. Nominations by sponsoring jurisdictions occur through inclusion of the candidate project in the sponsor's CPNA for the year of the requested allocation.

Policy VFI-17: A sponsoring jurisdiction may begin expenditure of funds following the execution of a Project Funding Agreement, which shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, pursuant to the Development Mitigation Cooperative Agreement required by Policy VFI-21. The Project Funding Agreement shall be executed by the sponsoring agency and SANBAG prior to the expenditure of funds on any phase of the project. Sponsoring agencies shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VFI-18: Sponsoring agencies that desire to deliver a Valley Freeway Interchange Program project to which funds cannot be allocated in a given year shall be eligible for reimbursement through the Advance Expenditure process outlined in Policy 40002.

G. Development Mitigation Fair Share Contributions

Policy VFI-19: Funds allocated by SANBAG to any phase of a Valley Freeway Interchange project shall be matched by development contributions in accordance with the minimum development contribution percentages identified in the SANBAG Nexus Study.

Policy VFI-20: The sponsoring agency is responsible for coordination of all minority share development mitigation contributions identified in the SANBAG Development Mitigation Nexus Study.

Policy VFI-21: No allocation of funding by SANBAG to a Valley Freeway Interchange project shall occur prior to execution of the Development Mitigation Cooperative Agreement among all development mitigation contributors identified in the SANBAG Nexus Study or commitment by the sponsoring agency to provide the minimum development share.

Policy VFI-22: A Development Mitigation Cooperative Agreement shall be approved by all jurisdictions with funding responsibility for an interchange project as identified in the Nexus Study. The Development Mitigation Cooperative Agreement provides a guarantee of the development mitigation contributions required by the Nexus Study. The cooperative agreement shall be submitted with the sponsoring agency's five-year CPNA for any Valley Freeway Interchange project included in the first year (year 1) of the CPNA. These agreements shall be approved by each jurisdiction's city council and, where applicable, the County Board of Supervisors. Where SANBAG initiates project development on an interchange project, SANBAG shall be responsible for coordinating the execution of the Development Mitigation Cooperative Agreement.

H. Development Mitigation Fair Share Loans and Loan Repayment

Policy VFI-23: On an exception basis, project sponsors and other participating local jurisdictions may request loans from SANBAG for the development contribution to facilitate project delivery. Any such loan is subject to approval by the SANBAG Board of Directors on a case-by-case basis after a risk assessment and a complete analysis of the impact of the proposed loan on the other projects in the Interchange Program. A loan agreement, separate from any other cooperative agreement or funding agreement, shall be approved by the jurisdiction City Council/Board of Supervisors and SANBAG Board of Directors detailing agreement terms. The following set of options for development share loans from SANBAG may be considered by the SANBAG Board:

1. Loans from a jurisdiction's Measure I Local Street Program funds (no bonding) - Allow loans for up to 2/3 of the development share (local share) from a jurisdiction's Measure I Local Street Program "pass-through" funds, with a commitment by the jurisdiction to reimburse the Measure I Local Street Program account with Development Impact Fee (DIF) funds as they are collected or with other legally appropriate non-Measure I funds. Other legally appropriate funds could include proceeds from a Community Facilities District (CFD) or other development-based sources (note: when DIF funds are referenced elsewhere in this policy, this implies other legally appropriate non-Measure I funds as well). This option assumes no bonding is required, i.e. cash flow in the jurisdiction's Local Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:
 - a. Local pass-through funds would be withheld by SANBAG sufficient to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the interchange project. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.
 - b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the local pass-through account. The first annual payment would be no later than the end of construction.
 - c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
 - d. No interest would be charged.
 - e. SANBAG would release the withheld pass-through funds as the jurisdiction repays with DIF.
 - f. The jurisdiction would need to show the use of the loan funds and its repayment plan in its 5-Year Measure I Capital Improvement Plan (CIP).
 - g. If the jurisdiction has not repaid the pass-through funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If full repayment does not occur by the end of Measure I 2010-2040, (i.e. because insufficient DIF funds are collected) the loan obligation will be considered fulfilled.
 - h. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of local pass-through funds may need to be set on a case-by-case basis as a potential hedge against Measure I revenue being lower than forecast.
 - i. Any additional cost of administration of the loan incurred by SANBAG may be included as a cost to be borne by the jurisdiction and may be included in the loan.
2. Loans from a jurisdiction's arterial portion of Measure I Major Street Program funds (no bonding) - Allow loans for up to 2/3 of the local share from a jurisdiction's Measure I Major Street/Arterial Program equitable share with a commitment to reimburse the Major Street/Arterial Program account with DIF funds as they are collected, or other legally appropriate non-Measure I funds. This option assumes that no bonding is required, i.e. cash flow in the jurisdiction's arterial portion of the Major Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:
 - a. Funds from the Major Street/Arterial Program would be withheld by SANBAG sufficient to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the interchange project. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.

- b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the arterial account. The first annual payment would be no later than the end of construction.
 - c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
 - d. No interest would be charged.
 - e. SANBAG would release the withheld arterial funds for use on other projects as the jurisdiction repays with DIF.
 - f. If the jurisdiction has not repaid the arterial funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If it becomes clear that full repayment will not occur by the end of Measure I 2010-2040, (i.e. because insufficient DIF funds are collected) the remainder of the loan obligation would need to be fulfilled using the jurisdiction's Measure I Local Street funds, since Local Street funds can legitimately be used for interchange-related expenditures. This reassignment of funds would be part of the renegotiation of the loan.
 - g. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of arterial funds may need to be set on a case-by-case basis. The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.
 - h. Any additional cost of administration of the loan incurred by SANBAG may be included as a cost to be borne by the jurisdiction and may be included in the loan.
3. Combination of 1 and 2 - Allow a combination of option 1 and option 2 as sources of funding for a local share loan for an interchange project. The terms would be consistent with the terms specified in each of the two options and negotiated on a case-by-case basis.
4. Short-term cash loan from SANBAG - Allow a short-term cash loan for up to 2/3 of the local share that would be made available from SANBAG, with a fixed term and an interest rate premium (i.e. 5 year maximum term; Local Agency Investment Fund (LAIF) interest rate plus 3%). This would be conditioned on SANBAG having cash flow available and there being no risk of delay to other SANBAG projects. The cash loan could only be utilized for the PA&ED and Design phases of the interchange project. The jurisdiction would be in default if it fails to maintain payments, and SANBAG would be given the authority to invoke the terms of options 1, 2, or 3 to make those payments.
5. Bonding against a jurisdiction's Local Street Program funds - Allow for a jurisdiction to bond for up to 2/3 of the local share against its Measure I Local Street Program "pass-through" funds, with the debt service to be paid by those funds. DIF funds would reimburse the jurisdiction's Local Street account as they are collected, and the additional Local Street funds could be expended on other projects in the jurisdiction's Measure I Local Street Capital Improvement Plan.
- a. The bond issue could be:
 - i. Coordinated with another SANBAG bond issue, in which case SANBAG would make debt service payments from the jurisdiction's Local Street account before sending the remaining funds to the jurisdiction. The jurisdiction would then reimburse SANBAG for their Local Street funds with DIF funds as they are collected, and SANBAG would release a comparable amount of Local Street funds back to the jurisdiction for other projects, or
 - ii. Arranged independently by the jurisdiction, with the debt service paid directly by Local Street funds the jurisdiction receives from SANBAG. In this case, the loan would be internal to the jurisdiction. The CIP would document the loan, and auditing of the Local Street account would track the loan repayment.
 - b. If full repayment of the Local Street account does not occur by the end of Measure I 2010-2040, (i.e. insufficient DIF funds are collected) the repayment obligation to the Local Street account will be considered fulfilled. This is considered consistent with Measure I, given that Measure I funds will not have replaced the development contribution if development has not occurred.

- SANBAG reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.
- Loans that are the result of initiation of a project by SANBAG, pursuant to Policy VFI-13, shall be negotiated on a case-by-case basis with terms that may vary from those above.

Policy VFI-24: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

I. Development Mitigation Fair Share Credit Agreements

Policy VFI-25: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for developer provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer.

Policy VFI-26: A copy of the credit agreement or other developer credit documentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VFI-27: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VFI-28: Reimbursement shall occur for only the public share of the Nexus Study project costs.

J. Eligible Valley Freeway Interchange Program Expenditures

Policy VFI-29: Eligible Valley Freeway Interchange Program expenditures shall include the costs for project phases of any Valley Freeway Interchange improvement included in the SANBAG Nexus Study.

Policy VFI-30: The following costs are ineligible for reimbursement from the Valley Freeway Interchange Program:

- Additional environmental or architectural enhancement not required as part of the mitigation pursuant to the approved environmental document(s) for the project.
- Project oversight costs, with the exception of construction support costs.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
 1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times the percentage of the acreage actually required for the project, or
 2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

K. Construction Cost Overruns

Policy VFI-31: Jurisdictions shall bear full responsibility for construction cost overruns, which are defined as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the lead agency may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. Jurisdictions shall share construction cost overrun expenses in proportion to the shares of development mitigation responsibility specified in the Nexus Study. The private share of any cost overrun or project cost increment associated with a project shall be shared by all jurisdictions responsible for the project at the rates identified in the Nexus Study.

L. SANBAG Project Management for Valley Freeway Interchange Program Projects

Policy VFI-32: Management of projects in the Valley Freeway Interchange Program shall be the responsibility of local jurisdictions. However, SANBAG, at the option of the Board of Directors, may assume project management responsibilities for a Valley Freeway Interchange project under one or more of the following conditions:

- The public share percentage of the project is greater than 50%.
- Where federal or State funds with delivery time constraints have been secured for the project, where the funds would be withdrawn if the time constraints are not met, and where the withdrawal of funds would increase the amount of other public share funds needed to fund the project. Alternatively, a local jurisdiction may assume the lead if it agrees to be responsible for the loss of any federal or State funds withdrawn as a result of not meeting the time constraints.
- Where SANBAG staff has identified reconstruction of an interchange as necessary prior to or as part of the construction of a San Bernardino Valley Freeway Program project.

The existence of any of the above conditions shall not obligate SANBAG to manage the project. In the instance where SANBAG assumes project management responsibilities under one or more of the conditions noted above, SANBAG will coordinate the collection of development mitigation funds from local jurisdictions and expenditure of those funds as required to complete the project.

Policy VFI-33: For projects subject to SANBAG project management pursuant to Policy VFI-32, project management costs will be included as part of the project cost and the costs will be distributed per the public and private share percentages established by the Nexus Study.

Policy VFI-34: Local jurisdictions may request that SANBAG manage interchange projects for which SANBAG does not opt to assume project management responsibilities under Policy VFI-32. SANBAG may agree to assume management responsibilities under the following conditions:

- The sponsoring agency must provide a written request for SANBAG management of the interchange project.
- SANBAG determines that it has available staff or consultant resources to manage the project.
- The request is approved by the SANBAG Board.

Subject to these conditions, a cooperative agreement specifying management services must be approved by the city council/Board of Supervisors representing the agency sponsoring the project, and the SANBAG Board.

Policy VFI-35: For projects subject to SANBAG project management pursuant to Policy VFI-34, local jurisdictions shall pay 100% of actual SANBAG project management costs, to be estimated in advance by SANBAG. The sponsoring agency will continue to be responsible for coordination of all minority share development mitigation contributions as identified in Policy VFI-20.

~~Policy VFI-36: For projects subject to SANBAG project management, SANBAG will coordinate the collection of development mitigation funds from local jurisdictions and expenditure of those funds as required to complete the project.~~

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Policy VFI-15: Replaced the last sentence: The prioritization list shall be updated every two years in accordance with the biennial Nexus Study update or as directed by the SANBAG Board of Directors. with: The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure 1 2010-2040 ordinance. However, the SANBAG Board of Directors may request a re-evaluation of the prioritization list at any time.	11/03/2010
2	Par. IV.H: Revised	12/05/12
3	Policy VFI-36: Eliminated this policy and moved text to last paragraph in VFI-32. The original intent of	

	<p><u>VFI-36 was to define the responsibility of collecting the development mitigation funds from local jurisdictions when SANBAG exercises its option to assume project management responsibilities of a Valley Freeway Interchange project under the conditions noted in VFI-32. This intent was not explicitly stated in Policy VFI-36.</u></p> <p><u>Policy VFI-35: Added clarifying text that the sponsoring agency will continue to be responsible for coordination of all minority share development mitigation contributions even if SANBAG accepts project management responsibilities under Policy VFI-34.</u></p>	
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This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IIEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996