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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
-

AGENDA
Board of Directors Meeting
March 2, 2016

*******Start Time: 10:00 a.m. (CLOSED SESSION)*******
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

*****Convvene Regular Meeting at 10:30 a.m.*****
1st Floor Lobby

LOCATION

San Bernardino Associated Governments
Santa Fe Depot - SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA

Board of Directors

President

Ryan McEachron, Council Member
City of Victorville

Vice-President

Robert Lovingood, Supervisor
County of San Bernardino

Rich Kerr, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Michael Tahan, Council Member
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Eric Schmidt, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Jon Harrison, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Dick Riddell, Council Member
City of Yucaipa

George Huntington, Mayor
Town of Yucca Valley

Janice Rutherford, Supervisor
County of San Bernardino

James Ramos, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

John Bulinski, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

AGENDA

**Board of Directors
March 2, 2016**

*****10:00 a.m. (CLOSED SESSION)***
1170 W. 3rd St., 2nd Fl. (The Super Chief)
San Bernardino, CA**

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1) -- 12 cases

- a. *Linda Cornwall v. SANBAG, Skanska-Rados Joint Venture, etal.*
San Bernardino County Superior Court Case No. CIVDS 1312628
- b. *In re: Lumbermen's Mutual Casualty Company, In Liquidation*
Office of Special Deputy Receiver, Docket No. 12 CH 24227
Circuit Court of Cook County, Illinois
- c. *In re: City of San Bernardino*
U.S. Bankruptcy Court, Central District of California, Case No.: 6.12-bk-28006-MJ
- d. *City of Colton v. San Bernardino Associated Governments, State of California and Caltrans*
San Bernardino Superior Court Case No. CIVDS1417765
- e. *Maria de Lourdes Reyes, etal. v. SANBAG, Co. of San Bernardino, etal.*
San Bernardino Superior Court Case No. CIVDS1503543
- f. *Henry Olivier and Ileana Olivier v. San Bernardino Associated Governments, etal.*
San Bernardino Superior Court Case No. CIVDS 1416554
- g. *Southern California Gas Co. v. Ames Construction, Caltrans, etal.*
Riverside Superior Court Case No. RIC 1409810
- h. *Tensor International Corporation v. Skanska USA Civil West California District, Inc., etal.*
San Bernardino Superior Court Case No. CIVDS 1601610
- i. *Skanska-Rados Joint Venture, Petitioner v. San Bernardino County Transportation Authority, Respondent, Coffman Specialties, Inc. and Superior Gunite, Interested Parties*
State of California Office of Administrative Hearings, Public Works Contract Arbitration Committee, Arbitration Case No. A-0002-2016
- j. *San Bernardino County Transportation Commission v. Affaitati LLC*
San Bernardino Superior Court Case No. CIVDS 1304981
- k. *Central Metal, Inc. v. Shimmick Construction Company, Inc.*
San Bernardino Superior Court Case No. CIVDS 1518775
- l. *San Bernardino County Transportation Commission v. Jong Uk Byun, Central Metal, Inc.*
San Bernardino Superior Court Case No. CIVDS 1302767

2. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
(Threatened) Pursuant to Government Code Section 54956.9(d)(2) -- 2 cases
Claim filed by Michael Foster
Claim filed by George Cornwell
Based on existing facts and circumstances there is a significant exposure to litigation.
3. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
(Initiation) Pursuant to Government Code Section 54956.9(d)(4) -- 4 cases

**** Convene Regular Meeting at 10:30 a.m. ****
1170 W. 3rd Street, 1st Floor Lobby, San Bernardino

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional *“Meeting Procedures”* and agenda explanations are attached to the end of this agenda.

CALL TO ORDER

(Meeting Chaired by Ryan McEachron)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
Calendar of Events
- iv. Agenda Notices/Modifications

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

Consent - Administrative Matters

2. November/December 2015 and January 2016 Procurement Report

Receive the November/December 2015 and January 2016 Procurement Report.

Presenter: William Stawarski

This item was received by the General Policy Committee on February 10, 2016.

3. Measure I Revenue

Receive report on Measure I receipts for Measure I 2010-2040.

Presenter: William Stawarski

This item was received by the General Policy Committee on February 10, 2016.

4. Budget to Actual Report for first quarter ending September 30, 2015

Receive and file Budget to Actual Report for first quarter ending September 30, 2015.

Presenter: William Stawarski

This item was received by the General Policy Committee on February 10, 2016.

5. Measure I Revenue Estimate for Fiscal Year 2016/2017 Allocation Planning

Approve a Measure I 2010-2040 revenue estimate of \$160 million for Fiscal Year 2016/2017 and the revenue distribution by subarea in Table 2 for purposes of allocation planning for Fiscal Year 2016/2017.

Presenter: William Stawarski

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 10, 2016.

6. Fiscal Year 2015/2016 Work Goals and Objectives Second Quarter Report

Receive update on the Fiscal Year 2015/2016 Work Goals and Objectives.

Presenter: Raymond Wolfe

This item was reviewed and received by the General Policy Committee on February 10, 2016.

Consent - Project Delivery

7. Interstate 215/Mount Vernon Ave Cooperative Agreement for Participation with Caltrans

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve Cooperative Agreement No. 16-1001441 with the California Department of Transportation (Caltrans) for participation in funding of Alternative 3 of the Interstate 215 (I-215) Mount Vernon/Washington Bridge Replacement Project in a fixed amount of \$2,411,290 in Measure I Valley Freeway Program funds for all phases of the project.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the cooperative agreement.

8. Monte Vista Ave Grade Separation - Construction and Maintenance Agreement and Trade Corridor Improvement Fund Project Baseline Agreement

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Approve Agreement No. 16-1001450 with Union Pacific Railroad Company (UPRR) and the City of Montclair for the construction and maintenance of the Monte Vista Avenue Grade Separation project and authorize the Executive Director to execute the final Agreement No. 16-1001450 in substantially the form attached, after approval as to form by General Counsel. As defined in Agreement No. 16-1001450, SANBAG will reimburse UPRR an estimated \$1,150,000, consisting of City of Montclair Developer Impact Fees and an estimated \$932,650 in Measure I Valley Major Street Program (Grade Separation) funds, for railroad work, flagging and inspection costs. SANBAG will receive a contribution of \$1,076,309 from UPRR towards the overall project cost.

B. Approve Trade Corridors Improvement Fund (TCIF) Baseline Agreement No. 16-1001448 with the California Transportation Commission (CTC), Caltrans and the City of Montclair for the Monte Vista Grade Separation Project and authorize the Executive Director to execute the final TCIF Baseline Agreement No. 16-1001448 after approval as to form by General Counsel.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft agreements.

9. Interstate 215 Barton Road Cooperative Agreement with the City of Grand Terrace

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

Approve Cooperative Agreement No. 16-1001384 with the City of Grand Terrace for the Design, Right of Way (ROW) and Construction phases of Interstate 215 Barton Road Interchange Project.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the agreement.

10. State Route 60 Archibald Agreement with Caltrans

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve Cooperative Agreement 16-1001431 with Caltrans for oversight of Environmental, Design, and Right-of-Way phases of the State Route (SR) 60 Archibald Avenue Interchange Improvement Project at no cost to SANBAG.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the agreement.

11. Interstate 215 Barton Plans, Specifications & Estimates and Right of Way Agreement Amendment 6

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Approve Amendment No. 6 to Contract No. C12212 with CALTRANS to add \$909,454 of Surface Transportation Program (STP) Funds to the Design phase for an overall total of \$33,304,611.

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

B. Approve Amendment No. 6 to Contract No. C12212 with CALTRANS to add \$909,454 of Surface Transportation Program (STP) Funds to the Design phase for an overall total of \$33,304,611.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the amendment.

12. US-395 Phase I Right-of-Way Agreement Amendment 1 with Caltrans

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 15-1001175 with the California Department of Transportation (Caltrans) agreeing to the Commission's acquisition of property necessary for the US-395 Phase I (Project) in the Commission's name; agreeing to the Commission's exercise of Eminent Domain; and agreeing to the Commission's conveyance by quit claim deed to Caltrans of all Project acquired right-of-way (ROW) located within Caltrans' jurisdictional boundaries; and

B. Authorize staff to proceed with voluntary acquisition of property necessary for Project from property owners identified on Attachment "A" including relocation assistance, demolition of existing structures, property management, disposal of excess property, environmental testing and remediation; and

C. Authorize the Director of Project Delivery to add or delete such parcels on Attachment "A" as the Director of Project Delivery determines from time to time are necessary for the Project.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (7-0-1; Abstained: Lovingood) by the Mountain/Desert Policy Committee on February 12, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the amendment.

Consent - Regional/Subregional Planning

13. Development Mitigation Annual Report for Fiscal Year Ending June 30, 2015

Receive information on the Development Mitigation Annual Report for Fiscal Year ending June 30, 2015.

Presenter: Steve Smith

This item was received by the General Policy Committee on February 10, 2016.

Consent - Transit/Rail

14. San Bernardino Transit Center Right-of-Way Allocation

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, allocate \$882,400 of Local Transportation Funds to fund right-of-way purchases for the San Bernardino Transit Center.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on February 11, 2016. SANBAG's General Counsel and Procurement Manager have reviewed and approved this item.

15. Award Contract 16-1001329 with Nossaman, LLP for the Redlands Passenger Rail Project Right-of-Way Legal Services

That the Board, acting in its capacity as the San Bernardino County Transportation Authority, approve Contract No. 16-1001329 with Nossaman, LLP for a five year term in an amount not-to-exceed \$3,000,000 for Legal Services for the Redlands Passenger Rail Project Right-of-Way Acquisitions.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on February 11, 2016. SANBAG's General Counsel and Procurement Manager have reviewed this item and the associated Contract No. 16-1001329.

16. Request for Proposals for Construction Management Services for the Redlands Passenger Rail Project

That the Board, acting in its capacity as the San Bernardino County Transportation Authority, approve the release of Request for Proposals (RFP) No. 16-1001440 for Construction Management services related to the construction of the Redlands Passenger Rail Project.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on February 11, 2016. SANBAG's General Counsel and Procurement Manager have reviewed this item and the Scope of Services.

Consent - Council of Governments

17. Public Affairs Annual Report

Receive and file the annual report on activities and accomplishments.

Presenter: Tim Watkins

This item was received by the General Policy Committee on February 10, 2016.

18. Approve Memorandum of Understanding Template for Alternative Property Assessed Clean Energy Programs

A. Approve a Memorandum of Understanding template between San Bernardino Associated Governments (“SANBAG”) and future Program Administrators for alternative Property Assessed Clean Energy (“PACE”) financing programs.

B. Authorize the Executive Director or his designee to execute these Memorandums of Understanding in substantially the same form with Property Assessed Clean Energy providers that have been vetted by SANBAG staff.

C. Approve budget amendment for FY 2015/2016 to incorporate revenue of \$75,000 that potentially could be received through these MOUs.

Presenter: Duane Baker

This item was reviewed and recommended for approval by the General Policy Committee on February 10, 2016, with the inclusion of subordination clause language in the template MOU. SANBAG General Counsel has reviewed this item and the MOU template.

19. Model Consumer Protection Policies for Property Assessed Clean Energy Programs

Adopt model Consumer Protection Policies for Property Assessed Clean Energy (PACE) programs operating throughout San Bernardino County.

Presenter: Duane Baker

This item was reviewed and recommended for approval by the General Policy Committee on February 10, 2016.

Consent - Transportation Programming and Fund Administration

20. Major Local Highway Program Project List for the Morongo Basin and Victor Valley Subareas

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve the 2016 Summary of Major Local Highway Program Funding Needs for the Morongo Basin and Victor Valley Subareas of the Mountain/Desert.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on February 12, 2016.

21. Maintenance of Effort Base Year Approvals

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve the Measure I 2010-2040 Maintenance of Effort Base Year Levels for fourteen jurisdictions as noted in Attachment 1.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 10, 2016. This item was reviewed and unanimously recommended for approval by the Independent Taxpayer Oversight Committee on January 12, 2016.

22. Local Transportation Fund Apportionment for Fiscal Year 2016/2017

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

A. Maintain Fiscal Year 2015/2016 Local Transportation Fund apportionment of \$98,090,287 as approved by the Board on March 4, 2015.

B. Maintain a Fund Reserve of \$7,250,000 for unexpected financial need.

C. Approve a Local Transportation Fund Estimated Apportionment of \$106,202,805 for Fiscal Year 2016/2017 as detailed in Attachment A and based on \$95,196,700 in estimated receipts, \$11,006,105 from excess revenue in Fiscal Year 2014/21015 not yet apportioned.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on February 11, 2016.

23. Measure I Valley Major Street Program Allocation Planning for Fiscal Year 2016/2017

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve the following amounts for consideration in the SANBAG Fiscal Year 2016/2017 Budget for the Valley Major Street Arterial Sub-program and the Valley Major Street Project Advancement Program:

- Valley Major Street Arterial Sub-Program: \$10,780,897.43
- Valley Major Street Project Advancement Program: \$8,188,822.36
- Valley Major Street Project Advancement Program Adjustment Repayment: \$2,538,438.77

Presenter: Andrea Zureick

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016.

Consent Calendar Items Pulled for Discussion

Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.

DISCUSSION ITEMS

Discussion - Council of Governments

24. Presentation from the Homeless Outreach and Proactive Enforcement (H.O.P.E.) Team

Receive and file the information.

Presenter: Duane Baker

This item has not received prior policy committee or technical advisory committee review.

Discussion - Administrative Matters

25. Results of Auditor's Agreed-Upon Procedures Engagement requested by the Independent Taxpayer Oversight Committee

Receive and file the report. **Presenter: Duane Baker**

This item was reviewed by the Independent Taxpayer Oversight Committee on January 12, 2016.

Discussion - Transportation Programming and Fund Administration

26. Fiscal Year 2016/2017 State Transit Assistance Fund – Population Share Apportionment

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

Approve a State Transit Assistance Fund-Population Share Apportionment for Fiscal Year 2016/2017 of \$9,114,837, to be apportioned \$6,622,170 to the Valley and \$2,492,667 to the Mountain/Desert Areas based on 2015 California Department of Finance Population Data.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on February 11, 2016. Since that approval, staff has received updated apportionment information and has amended the estimate accordingly. The updated apportionment amount has not received prior policy or technical advisory committee review.

27. Revised 2016 Fund Estimate and State Transportation Improvement Program

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, amend and restate the Board action taken on October 7, 2015, to approve the following actions related to the Revised 2016 State Transportation Improvement Program Fund Estimate and as shown in Table 2:

A. Propose programming of \$1.119 million in Fiscal Year 2019/2020 for Planning, Programming, and Monitoring activities.

B. Propose the following amendments to remove projects from the State Transportation Improvement Program:

i. I-215 Mount Vernon /Washington Street Interchange Improvement Project – Deprogram \$38.523 million of Regional Improvement Program construction funds in Fiscal Year 2018/2019 consistent with July 2014 Board action to discontinue work on the project.

ii. State Route 210 Widening project – Deprogram \$25 million of Regional Improvement Program construction funds and replace with federal Surface Transportation Program and Measure I Valley Freeway Program funds.

iii. I-215 Barton Road Interchange Project – Deprogram \$22.611 million of Regional Improvement Program construction funds and replace with federal Surface Transportation Program and Measure I Valley Freeway Program funds.

iv. I-10 Express Lanes Phase I Project – Deprogram \$39.745 million of Regional Improvement design and right of way funds with the replacement funding to be determined through ongoing financial analyses for this project.

C. Nominate the following new projects for Regional Improvement Program funds to be submitted to the California Transportation Commission for inclusion in the 2016 State Transportation Improvement Program:

i. Redlands Passenger Rail Project – Program \$25.248 million for construction in Fiscal Year 2017/2018.

ii. I-15 Express Lane Project – Program \$64.95 million for a design-build contract in Fiscal Year 2019/2020.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 10, 2016. Recommendation C.i. has been modified from the Committee recommendation to increase the proposed programming on the Redlands Passenger Rail Project by \$2.637 million to maximize programming capacity made available by Caltrans' deprogramming of the US 395 project from just north of Adelanto to just north of SR 58.

Discussion - Regional/Subregional Planning

28. Strategy for using Transportation Development Act (TDA) Article 3 funds to increase competitiveness of Active Transportation Program (ATP) Cycle 3 Applications

That the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission:

A. Approve the release of a Phase 1 call-for-projects committing up to \$2.8 million in Transportation Development Act (TDA) Article 3 funds over the next four years as a match to prospective applications for the State Active Transportation Program Cycle 3, with funds to be budgeted in future years based on project awards.

B. Direct staff to work with the Transportation Technical Advisory Committee (TTAC) to refine the criteria for future TDA Article 3 calls-for-projects so that smaller projects and project development activities will be able to compete more effectively for these funds.

Presenter: Steve Smith

No action was taken by the General Policy Committee on February 10, 2016. Staff was directed to further discuss unresolved issues with TTAC members and to bring the recommendation directly back to the March Board meeting.

Discussion - Council of Governments

29. Grant Writing Services

Approve Contract 16-1001379 with Blais & Associates, Inc., for grant writing services for a term concluding June 30, 2018, and for an amount not to exceed \$260,500.

Presenter: Duane Baker

This item was reviewed and recommended for approval 6-3-0 (Opposed: McCallon, Rigsby, Wapner) with a quorum of the General Policy Committee present on January 13, 2016. This item was heard by the Board of Directors on February 3, 2016 and referred to the Executive Committee of the Board for more detailed review. This item and a draft agreement have been reviewed by SANBAG's General Counsel.

30. State and Federal Legislative Update

That the Board of Directors:

A) Receive and file the State and Federal Legislative Update.

B) Support Representative Paul Cook's amendment to the Federal Aviation Administration Reauthorization bill to add civil and criminal penalties when drone use interferes with federal firefighting efforts.

Presenter: Wendy Strack

This item was received by the General Policy Committee on February 10, 2016.

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments from the General Public

ADJOURNMENT

Additional Information

Attendance
SANBAG Entities
Acronym List

Agency Reports

South Coast Air Quality Management District Agency Report (*Report Not Available This Month*)
Mobile Source Air Pollution Reduction Review Committee (*Report Not Available This Month*)

Committee Membership

Representatives on SCAG Committees
Appointments to External Agencies
SANBAG Committee Membership

Mission Statement

Mission Statement

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, 1st 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 “Discussion” contain recommended 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 or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

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. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

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 applies.

Disruptive or Prohibited 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 or prohibited conduct includes without limitation 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, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

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

Attendance.

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

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 "aye" votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member's "nay" vote or abstention. Members present who do not individually and orally state their "nay" vote or abstention shall be deemed, and reported to the public, to have voted "aye" on the motion.

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/she would like to amend the 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 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
Revised March 2014*



Important Dates to Remember...

March 2016

SANBAG Meetings – Scheduled:			
General Policy Committee	Mar 9	9:00 am	SANBAG Lobby, 1 st Floor
Commuter Rail/Transit Committee	Mar 10	9:00 am	SANBAG Lobby, 1 st Floor
Metro Valley Study Session	Mar 10	10:00 am	SANBAG Lobby, 1 st Floor
I-10/I-15 Corridor Joint Sub-Committee	Mar 10	CANCELLED	
Mountain/Desert Committee	Mar 18	CANCELLED	

Other Meetings/Events:			
I-10 / Pepper Avenue Interchange Groundbreaking	Mar 11	10:00 am	Project Site, Colton, CA
North Vineyard Grade Separation Dedication	Mar 18	10:00 am	Project Site, Ontario, CA
Annual City-County Conference, Lake Arrowhead, CA	Mar. 31- Apr 1	Thursday Noon to Friday Noon	Lake Arrowhead Resort

For additional information, please call SANBAG at (909) 884-8276.



Minute Action

AGENDA ITEM: 1

Date: *March 2, 2016*

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
8	16-1001450	Union Pacific Railroad Company <i>Chris Keckeisen</i>	None

Item No.	Principals & Agents
12	Ozzie Mohrekshe 2-21-6
	Adelanto Seneca Land, LLC
	Leu Liu & Associates
	Madan Mohan Aggarwal
	Salvator Ancona & Camilla Ancona
	Ozzie Mohrekesh 02-21-06/Mehdi Taheri
	Yen Hensey S/OU Ginau Pei
	XMR Investments, LLC
	Mariquita L. Ong-Veloso
	Alex Abadi
	Villa-Adelanto
	Abadi Walnut Creek Prop
	Lu Hawshing 11-5-04
	Southern California Edison <i>Jeanette Bacheldor</i>
	Dora Land
	Jeong Man Choi & Chong Pok 8
	City of Victorville

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Agenda Item

March 2, 2016

Page 2

12 cont.	Owner of record shows Jun Hyuk Kim and Hyun Joon Shin
	Ong Pheng & Tang Ken
	Simmon Chan, John K C & Barbara K Ching
	Mojave & 395, LLC
	Adelanto Towne Center, LLC
	Par International Enterprises, Inc.
	Mamdoh Bastorous & Hany Benjamin
	Owner of record shows Margaret Akhnoukh
	Margaret Akhnoukh & Menas Abdelmessih
	Sam Huang 2-21-96 & Song Legacy Gift
	Kwan 5&19, Kwan 08 & Huang-Khaleeli 7
	Owner of record shows Mee Song & Song Legacy Gift Trust
	Frank Tanner & Sonja Tanner 05&10
	Victor J Yacobucci Sep Prop 9 & 12
	Roy B Woolsey Jr & Louise J Woolsey
	John Diponio & Rita M Diponio
	City of Los Angeles
	M & M Roshan Family Childrens 6-2
	Mostaedi Mehdi
	Storage Direct Partners III, LLC.
	Moon Suk Han & N Hee Han
	Adelanto Pyramid III
	City of Adelanto & High Desert Mavericks Baseball Team
	Dissolved Agency (TE) & Adelanto (TE)
	City of Adelanto
	Intermountain Power Agency
	Kristy Moon & Jenny Moon
	Murthone Properties, Inc.
	Kingsford Street Investors, LLC.
	Haytham Abdelkarim
	Rock Foundation
	Everardo Rodriguez
	RCN3 12 & 13/RCN3 07
	Cindy M Morrison
	Milliard A R Gream & Lavonda Gream
	Capri Mobile Home Park, LLC
Mobile Home Park - Multiple Names Listed	
The Wang Family Trust 2006	
<i>Mei Fang Wang</i>	
Mei Fang Wang	
Ballpark Storage, LLC	
Park Jong & Park Jung	
Caroline Key & Jackie Chung	
Victorville Holdings, LLC.	

Board of Directors Agenda Item

March 2, 2016

Page 3

12 cont.	Gregory Basil Bookasta Revocable Trust <i>Gregory Basil Bookasta</i>
	Kimbao Incorporated
	Daniel Wen Ping Yeh, Irene Yun Ching & City of Los Angeles
	Carmine Paulicano Jr & Vivia Paulicano
	Assets Corp of America, Inc.
	Leigh Investments, LLC.
	Petrovic Milorad & Sandra Milorad
	Kantaba Hospitality, LLC.
	Roman Catholic Bishop of San Bernardino
	Successor Agency & Dissolved Adelanto

Item No.	Contract No.	Principals & Agents	Subcontractors
15	16-1001329	Nossaman, LLP <i>Rick Rayl</i>	None
29	16-1001379	<i>Blais & Associates</i> <i>Neil C. Blais</i>	None

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.

Responsible Staff:

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *March 2, 2016*

Subject:

November/December 2015 and January 2016 Procurement Report

Recommendation:

Receive the November/December 2015 and January 2016 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on March 12, 2014. On February 6, 2013, the Board of Directors authorized the Executive Director, or designee, to approve: a) contracts and purchase orders up to \$100,000 and for purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value, not-to-exceed \$25,000; b) amendments with a zero dollar value; c) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; and d) amendments that cumulatively do not exceed 50% of the original contract value or \$100,000, whichever is less and to release Request for Proposal (RFP), Request for Quote (RFQ) and Invitation for Bid (IFB) for proposed contracts from which funding has been approved in San Bernardino Associated Governments (SANBAG's) Annual Budget, and which are estimated not-to-exceed \$1,000,000. SANBAG staff has compiled this report that summarizes all contract actions approved by the Executive Director, or designee.

On July 11, 2012, the Board of Directors authorized SANBAG's General Counsel to award and execute legal services contracts up to \$50,000 with outside counsel as needed on behalf of SANBAG and its authorities organized under the umbrella of the Council of Governments. Also, periodically notify the Board after exercising such authority. A list of all Contracts and Purchase Orders that were executed by the Executive Director and/or General Counsel during the months of November/December 2015 and January 2016 is presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact:

This item imposes no impact on the Fiscal Year 2015/2016 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item was received by the General Policy Committee on February 10, 2016.

Responsible Staff:

William Stawarski, Chief Financial Officer

Board of Directors Agenda Item
March 2, 2016
Page 2

Approved
Board of Directors
Date: March 2, 2016
Witnessed By:

Attachment A

December/January Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
16-1001385	Defense and Reimbursement for OmniTrans sbX Project	OmniTrans	\$0.00	Defense and Reimbursement Agreement for the sbX Project

Attachment A

December/January Contract Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
15-1001266 Amendment 1	Amendment 1 extends the permit expiration date to allow contract to finish potholing in right of way. Project: Right of Entry Permit	KAD Paving	Original \$560.00	\$0.00	\$560.00
C06043 Amendment 6	Amendment 6 extends expiration date to December 31, 2016. Project: Construction Management Services for I-215 5 th Street Overcrossing and Segment 1 & 2 Construction	Jacobs Project Management Co.	Original \$3,134,214.00 Amendment 1 \$25,805,007.00 Amendment 2 \$0.00 Amendment 3 \$0.00 Amendment 4 (\$3,354,499.00) Amendment 5 \$100,000.00	\$0.00	\$25,684,722.00
C11180 Amendment 1	Amendment 1 extends contract expiration date from 12/31/15 to 12/31/16. Project: Right of Way Cooperative Agreement for Palm Grade Separation over BNSF	City of San Bernardino	Original \$8,320,000.00	\$0.00	\$8,320,000.00

Attachment: Attachment A (2584 : Procurement Report)

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C12218 Amendment 3	Amendment 3 extends contract expiration date from 12/31/15 to 12/31/16. Project: Construction Management for the I-15/Ranchero Road Construction	MNS Engineers, Inc.	Original \$5,652,770.00 Amendment 1 \$0.00 Amendment 2 \$0.00 Amendment 3 \$0.00	\$0.00	\$5,652,770.00
C13050 Amendment 1	Amendment 1 extends contract from 12/31/15 to 12/31/16. Project: Legal Services – City of San Bernardino Bankruptcy	Best, Best & Krieger	Original \$50,000.00 Amendment 1 \$0.00	\$0.00	\$50,000.00

Attachment A

December/January Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO

***No Executed CTO's to Report**

Attachment: Attachment A (2584 : Procurement Report)

Attachment A

November/December Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001413	11/18/2015	TransTrack Systems	Transtrack database for SANBAG.	\$12,783.00
4001414	11/18/2015	Iron Mountain Information, Management LLC	Storage of agency files.	\$33,700.00
4001416	11/23/2015	Home Depot, USA, Inc.	LED holiday light exchange.	\$7,000.00
4001417	11/23/2015	Lowe's Companies, Inc.	LED holiday light exchange.	\$7,000.00
4001420	12/10/2015	Agiline LLC	Maintenance support services for Sharepoint software.	\$20,000.00
4001426	12/15/2015	Tyler Technologies, Inc.	Maintenance support for EDEN financial system for 2016.	\$42,686.75
Total				\$123,169.75

Attachment: Attachment A (2584 : Procurement Report)

Attachment A

November/December Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended PO Total
4001348/No.1	Rental fee for copier D110. Increase amount until County of San Bernardino negotiates fee with Xerox.	Xerox Corporation	\$7,289.48	\$10,184.22	\$17,473.70
4001350/No. 1	Rental fee for copier WC7775. Increase amount until County of San Bernardino negotiates fee with Xerox.	Xerox Corporation	\$7,124.87	\$7,703.16	\$14,828.03

Attachment: Attachment A (2584 : Procurement Report)

Attachment B

December/January RFP's and IFB's

Release of RFP's and IFB's

Release Date	RFP/IFB No.	Description of Services	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
1/07/16	15-1001122	Metrolink Station Accessibility Improvement Project	\$545,749	May 2016	Plans, Specifications and Estimate, Right-of-Way Engineering and Design Support Services during construction for the Metrolink Station Accessibility Improvement Project
1/13/16	16-1001370	Marketing and Branding Services	\$100,000	April 2016	Consultant services for marketing and branding for SANBAG
				Total	\$645,749.00

Attachment: Attachment B (2584 : Procurement Report)



Minute Action

AGENDA ITEM: 3

Date: *March 2, 2016*

Subject:

Measure I Revenue

Recommendation:

Receive report on Measure I receipts for Measure I 2010-2040.

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts for Fiscal Year 2015/2016 as of December 31, 2015 were \$40,309,825.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for October through December represent sales tax collections from July through September.

Measure I revenue for the 2015/2016 Fiscal Year budget was estimated to be \$149,000,000. Actual Measure I receipts for Fiscal Year 2015/2016 October through December are \$40,309,825, in comparison to \$38,007,716 received during the quarter ending September 2014/2015, with an increase of 6.06%.

Financial Impact:

Measure I revenues are expected to exceed both the budgeted amount and prior years' collections.

Reviewed By:

This item was received by the General Policy Committee on February 10, 2016.

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
 Board of Directors
 Date: March 2, 2016

Witnessed By:

Entity: CMA, CTA, CTC

ATTACHMENT A

Summary of SANBAG Measure I Receipts 2010-2040						
Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,436	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825			79,607,881	\$765,265,261
% Increase Over 14/15	5.49%	6.06%				

Minute Action

AGENDA ITEM: 4

Date: *March 2, 2016*

Subject:

Budget to Actual Report for first quarter ending September 30, 2015

Recommendation:

Receive and file Budget to Actual Report for first quarter ending September 30, 2015.

Background:

SANBAG's Budget for Fiscal Year 2015/2016 for new activity was adopted by the Board of Directors on June 3, 2015. This report provides a summary of program activity and task activity compared to Budget based on the new string structure implemented in Fiscal Year 2015/2016. Budgetary information includes the original and revised budgets, and unaudited year-to-date expenditures as of September 30, 2015.

Financial Impact:

This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2015/2016 Budget.

Reviewed By:

This item was received by the General Policy Committee on February 10, 2016.

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
 Board of Directors
 Date: March 2, 2016

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

**San Bernardino Associated Governments
Budget to Actual Report: July 2015 - September 2015
Fiscal Year 2015/2016**

ENVIRONMENTAL AND ENERGY CONSERVATION

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0101	Environment	436,137	-	8,150	427,987	39,517	388,470	9.23%
0111	Energy Conservation	1,230,490	-	-	1,230,490	190,844	1,039,646	15.51%
TOTAL ENVIRONMENTAL AND ENERGY CONSERVATION		1,666,627	-	8,150	1,658,477	230,361	1,428,116	13.89%

COMMUTER AND MOTORIST ASSISTANCE

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0406	Traveler Services	2,371,345	-	22,772	2,348,573	(53,952) *	2,402,525	-2.30%
0702	Call Box System	2,426,632	-	34,034	2,392,598	310,678	2,081,920	12.98%
0704	Freeway Service Patrol/State	2,780,734	-	-	2,780,734	322,484	2,458,250	11.60%
TOTAL COMMUTER AND MOTORIST ASSISTANCE		7,578,711	-	56,807	7,521,904	579,209	6,942,695	7.70%

REGIONAL AND SUBREGIONAL PLANNING

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0110	Regional Planning	489,052	-	-	489,052	116,901	372,151	23.90%
0203	Congestion Management	222,614	-	-	222,614	42,809	179,805	19.23%
0404	Subregional Planning	5,379,793	284,250	15,079	5,648,964	277,708	5,371,256	4.92%
0941	Mt./Desert Planning & Project Development	229,786	(500)	-	229,286	5,568	223,718	2.43%
TOTAL REGIONAL AND SUBREGIONAL PLANNING		6,321,245	283,750	15,079	6,589,916	442,985	6,146,931	6.72%

GENERAL GOVERNMENT

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0100	Board of Directors	232,000	23,936	19,357	236,578	11,098	225,480	4.69%
0200	Executive Administration and Support	871,961	(52,574)	52,066	767,321	347,088	420,233	45.23%
0350	General Counsel	592,674	50,000	-	642,674	161,858	480,816	25.19%
0400	Financial Management	1,309,179	1,905	96,350	1,214,734	533,597	681,137	43.93%
0501	Intergovernmental Relations	588,535	-	15,340	573,195	47,195	526,000	8.23%
0503	Legislation	519,967	-	-	519,967	124,056	395,911	23.86%
0605	Public Affairs	1,145,929	(2,341)	-	1,143,588	116,106	1,027,482	10.15%
0805	Building Operation	14,201	79,074	-	93,275	21,122	72,153	22.64%
TOTAL GENERAL GOVERNMENT		5,274,446	99,999	183,114	5,191,332	1,362,120	3,829,212	26.24%

TRANSIT AND PASSENGER RAIL

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0309	General Transit	605,277	-	12,783	592,494	60,462	532,032	10.20%
0310	Transit Operating	9,479,921	-	7,599,525	1,880,396	1,880,396	(0)	100.00%
0311	Transit Capital	345,965	932,869	292,341	986,493	3,177	983,316	0.32%
0322	San Bernardino Transit Center	3,319,941	163,680	378,788	3,104,833	220,565	2,884,268	7.10%
0323	Downtown San Bernardino Passenger Rail	53,504,351	(2,829,920)	3,475,973	47,198,458	1,073,886	46,124,571	2.28%
0324	Redlands Passenger Rail	25,946,323	913,514	550,604	26,309,233	(1,143,524) *	27,452,757	-4.35%
0325	San Gabriel Subdivision Line Improvements	4,337,870	(1,189,901)	368,632	2,779,337	30,649	2,748,688	1.10%
0326	Goldline Extension	-	50,000	-	50,000	5,091	44,909	10.18%
0327	Shortway Subdivision	-	4,060,505	392,843	3,667,662	21,157	3,646,505	0.58%
0352	General Commuter Rail	1,037,831	616,255	132,199	1,521,887	161,502	1,360,385	10.61%
0377	Commuter Rail Operating	16,993,375	(331,778)	8,717,318	7,944,279	4,562,780	3,381,499	57.43%
0379	Commuter Rail Capital	3,819,933	3,694,673	4,687,565	2,827,041	69,218	2,757,823	2.45%
0383	Vanpool Program	1,450,128	50,000	-	1,500,128	-	1,500,128	0.00%
TOTAL TRANSIT AND PASSENGER RAIL		120,840,915	6,129,897	26,608,572	100,362,240	6,945,360	93,416,881	6.92%

Attachment: Proforma budget for 2016 Q1 (2586 : Budget to Actual Report first quarter ending September

**San Bernardino Associated Governments
Budget to Actual Report: July 2015 - September 2015
Fiscal Year 2015/2016**

MAJOR PROJECT DELIVERY

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0815	Measure I Program Management	4,769,944			4,769,944	825,976	3,943,968	17.32%
0820	Freeway Projects	66,780,171	5,014,457	160,280	71,634,348	(9,684,033) *	81,318,381	-13.52%
0830	Interchange Projects	77,386,270		35,496	77,350,774	684,076	76,666,697	0.88%
0840	Grade Separation Projects	48,146,598	350,000	11,760	48,484,838	1,331,598	47,153,239	2.75%
0860	Arterial Projects	429,881			429,881	8,027	421,854	1.87%
TOTAL MAJOR PROJECT DELIVERY		197,512,864	5,364,457	207,536	202,669,785	(6,834,355)	209,504,139	-3.37%

FUND ADMINISTRATION AND PROGRAMMING

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0500	Fund Administration	1,095,350			1,095,350	227,905	867,445	20.81%
0550	Programming	152,835,442		106,036,397	46,799,045	7,376,512	39,422,533	15.76%
TOTAL FUND ADMINISTRATION AND PROGRAMMING		153,930,792	-	106,036,397	47,894,395	7,604,417	40,289,977	15.88%

DEBT SERVICE

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0965	2012 A Sales Tax Revenue Bond	6,080,438	-	-	6,080,438	2,043,469	4,036,969	33.61%
0966	2014 A Sales Tax Revenue Bond	5,138,613	-	-	5,138,613	2,567,556	2,571,057	49.97%
TOTAL DEBT SERVICE PROGRAM		11,219,051	-	-	11,219,051	4,611,025	6,608,026	41.10%

GRAND TOTAL ALL PROGRAMS	504,344,651	11,878,103	133,115,654	383,107,100	14,941,122	368,165,978	3.90%
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CONSOLIDATED BY PROGRAM

PROGRAM DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	PROGRAM BALANCE	% OF BUDGET EXPENDED
ENVIRONMENTAL AND ENERGY CONSERVATION	1,666,627	-	8,150	1,658,477	230,361	1,428,116	13.89%
COMMUTER AND MOTORIST ASSISTANCE	7,578,711	-	56,807	7,521,904	579,209	6,942,695	7.70%
REGIONAL AND SUBREGIONAL PLANNING	6,321,245	283,750	15,079	6,589,916	442,985	6,146,931	6.72%
GENERAL GOVERNMENT	5,274,446	99,999	183,114	5,191,332	1,362,120	3,829,212	26.24%
TRANSIT AND PASSENGER RAIL	120,840,915	6,129,897	26,608,572	100,362,240	6,945,360	93,416,881	6.92%
MAJOR PROJECT DELIVERY	197,512,864	5,364,457	207,536	202,669,785	(6,834,355)	209,504,139	-3.37%
FUND ADMINISTRATION AND PROGRAMMING	153,930,792	-	106,036,397	47,894,395	7,604,417	40,289,977	15.88%
DEBT SERVICE	11,219,051	-	-	11,219,051	4,611,025	6,608,026	41.10%
GRAND TOTAL ALL PROGRAMS	504,344,651	11,878,103	133,115,654	383,107,100	14,941,122	368,165,978	3.90%

* Reversal of prior year accrual exceeds current year expenditures.

NOTES: Certain budget appropriations represent timing of capital expenditures and can be expended over several years. Measure I Local pass through includes reversal of prior Fiscal Year accruals.

Minute Action

AGENDA ITEM: 5

Date: *March 2, 2016*

Subject:

Measure I Revenue Estimate for Fiscal Year 2016/2017 Allocation Planning

Recommendation:

Approve a Measure I 2010-2040 revenue estimate of \$160 million for Fiscal Year 2016/2017 and the revenue distribution by subarea in Table 2 for purposes of allocation planning for Fiscal Year 2016/2017.

Background:

San Bernardino Associated Governments (SANBAG) staff is beginning the allocation planning process for Fiscal Year 2016/2017. The purpose of this process is to provide information to be used by both SANBAG and its member agencies in preparation of their capital budgets.

SANBAG staff must first develop an estimate of Measure I revenue by subarea and program for Fiscal Year 2016/2017. This agenda item requests approval of a Measure I revenue estimate for budgeting and allocation purposes for the next fiscal year. Staff is estimating a 5% increase in Measure I sales tax revenue from prior year actual for an estimate of \$160 million for the 2016/2017 budget.

Distribution of Measure I revenues to subareas for Fiscal Year 2016/2017 is based on the two most recent complete fiscal years of actual revenue (Fiscal Year 2013/2014 and 2014/2015), as shown in Table 1.

Table 1
Distribution of Measure I Revenue by Subarea
Fiscal Years 2013/2014 and 2014/2015

Subarea	Actual Revenues (in thousands)		Percentage of Total Subarea	
	FY	FY	FY	FY
	2013/2014	2014/2015	2013/2014	2014/2015
Cajon Pass	\$ 4,028	\$ 4,251	2.8%	2.8%
Valley	114,385	120,981	79.5%	80.2%
Victor Valley	15,839	16,459	11.0%	10.9%
Colorado River	211	220	0.1%	0.1%
Morongo Basin	2,065	2,113	1.4%	1.4%
Mountain	1,816	1,884	1.3%	1.2%
North Desert	5,609	4,911	3.9%	3.4%
Total Subarea	<u>\$ 143,953</u>	<u>\$ 150,819</u>	<u>100%</u>	<u>100%</u>

NOTE: Actual revenues for Fiscal Year 2013/2014 and 2014/2015 are less 1% Measure I Administration.

Entity: CTA

Board of Directors Agenda Item
 March 2, 2016
 Page 2

The two-year (2) average is then used to calculate the distribution of Measure I revenue for each subarea. The distribution of the estimated 2016/2017 Measure I revenue of \$158.4 million (\$160 million less 1% for administration) is provided in Table 2.

Table 2
Estimate of Measure I Revenue by Subarea
For Fiscal Year 2016/2017

Subarea	Estimated Revenues (In Thousands)	Percentage of Total Subarea
Cajon Pass *	\$ 4,435,200	2.8%
Valley	127,036,800	80.2%
Victor Valley	17,265,600	10.9%
Colorado River	158,400	0.1%
Morongo Basin	2,217,600	1.4%
Mountain	1,900,800	1.2%
North Desrt	5,385,600	3.4%
Total Subarea	\$ 158,400,000	100%

* Cajon Pass is funded with 3% of Valley and Victor Valley Measure I funds

The numbers in Table 2 represent estimates for apportionment/allocation planning purposes only. Each subarea will receive the actual revenue collected according to the provisions of the Measure I 2010-2040 Expenditure Plan. Current trends indicate a recovery from previous recession which could result in actual distributions that are different in Table 2.

Financial Impact:

This item imposes no impact on the Fiscal Year 2015/2016 budget. It will be utilized in the preparation for the Fiscal Year 2016/2017 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 10, 2016.

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
 Board of Directors
 Date: March 2, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 6

Date: *March 2, 2016*

Subject:

Fiscal Year 2015/2016 Work Goals and Objectives Second Quarter Report

Recommendation:

Receive update on the Fiscal Year 2015/2016 Work Goals and Objectives.

Background:

The SANBAG Fiscal Year 2015/2016 Work Goals and Objectives establish the Board of Directors' priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SANBAG's progress in achieving the Board's priorities. This report is a quarterly update on those work goals and objectives.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2015/2016 budget.

Reviewed By:

This item was reviewed and received by the General Policy Committee on February 10, 2016.

Responsible Staff:

Raymond Wolfe, Executive Director

Approved
 Board of Directors
 Date: March 2, 2016

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

Minute Action

AGENDA ITEM: 7

Date: *March 2, 2016*

Subject:

Interstate 215/Mount Vernon Ave Cooperative Agreement for Participation with Caltrans

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve Cooperative Agreement No. 16-1001441 with the California Department of Transportation (Caltrans) for participation in funding of Alternative 3 of the Interstate 215 (I-215) Mount Vernon/Washington Bridge Replacement Project in a fixed amount of \$2,411,290 in Measure I Valley Freeway Program funds for all phases of the project.

Background:

The purpose of this agenda item is to provide a lump sum of \$2,411,290 to fund certain improvements agreed to under a settlement of a lawsuit filed by the City of Colton against SANBAG and Caltrans. On July 2, 2014, the Board of Directors suspended the I-215 Mount Vernon Avenue/Washington Street Interchange Project (Mt. Vernon Interchange Project) until such time as the reconstruction of the interchange is needed to accommodate the ultimate I-215 widening or until an alternative funding source is identified. Subsequently, SANBAG was served with a Complaint on December 9, 2014, that had been filed by the City of Colton. In part, the Complaint alleged that SANBAG and/or Caltrans violated CEQA in suspending development of the I-215 Mt. Vernon/Washington Street Interchange Project.

The Washington Street Overcrossing Bridge, also described as the Mount Vernon/Washington Bridge, presently exists with a substandard vertical clearance and sustains hits to elements of the structure by tall trucks and loads travelling on I-215. For this reason, when the Mt. Vernon Interchange Project was suspended Caltrans initiated a project to correct the vertical clearance issue and to provide sufficient width to span the ultimate I-215 freeway configuration. Caltrans' proposed standard 94-foot wide bridge would not address any deficiencies of the local street operations. In an effort to settle the lawsuit, SANBAG staff independently analyzed the interchange for local operational improvements that could be coordinated along with the Caltrans project.

Results of the analysis revealed that the most significant improvement to be made would address the lack of storage for westbound travelers on Washington Street who desired to turn left onto the southbound I-215 entrance ramp. In this area the queue is sufficiently long that it extends into the adjacent through lane causing congestion and delay. To correct this deficiency it is recommended to lengthen the dual left turn pockets and extend one of the left turn pockets over the bridge. This improvement would widen the structure to 108-foot and increase the storage capacity on the local street and provide an acceptable level of service for the projected traffic

Entity: CTA

Board of Directors Agenda Item

March 2, 2016

Page 2

volumes expected in the year 2040. Beyond that time and at some point in the future, this 108 foot bridge width could be restriped by the City to eliminate shoulders and reduce lane widths and add a full lane in each direction if necessary.

Staff requested and Caltrans agreed to include this alternative (Alternative 3) in Caltrans' Project Study Report so that should the City be satisfied with this option and desire to settle the lawsuit then SANBAG's Board could be given the option to participate in funding Alternative 3 associated with the increased bridge width. In June 2015, Caltrans approved a Project Study Report which included three alternatives: Alternative 1 - a "No-Build", Alternative 2 - a standard 94-foot wide bridge replacement, and Alternative 3 - a 108-foot wide bridge replacement. The unescalated 2015 costs for the alternatives were estimated to be \$0, \$25,685,000, and \$27,615,000, respectively. The costs were recently updated to include construction support of \$1.5M and a three percent escalation for five years bringing the two build alternative cost estimates to \$31,499,795 and \$33,991,085 for a difference of \$2,411,290. Participating in the funding ensures the full 108 foot bridge width and the extended left turn lane length provided in Alternative 3 will be included in the Caltrans project. If SANBAG declines to participate then Caltrans will proceed to study a bridge replacement option for the Washington Street Overcrossing which will solely focus on efficiently addressing vertical and horizontal clearance issues.

In the interest of settling the City of Colton's lawsuit, staff recommends approval of cooperative agreement 16-1001441 with Caltrans to participate in funding of Alternative 3 of the Washington Street Overcrossing Bridge project for a total of \$2,411,290 of Measure I Valley Freeway Program funds.

Financial Impact:

This item has no impact on the Fiscal Year 2015/2016 budget. The Agreement funding will be programmed in the Fiscal Year 2016/2017 budget.

Reviewed By:

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the cooperative agreement.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001441 Amendment No.: _____ Vendor No.: 00456
 Vendor/Customer Name: California Department of Transportation Sole Source? Yes No
 Description: I-215 Mt Vernon Funding Participation for Settlement of Law Suit by Colton
 Start Date: 7/1/2016 Expiration Date: 7/1/2017 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 2,411,290.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 2,411,290.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 2,411,290.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 3/2/2016
 Board of Directors Action: Approve Agreement 16-1001441 with Caltrans

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: _____

Attachment: Contract Summary Sheet (2573 : I-215 Mt Vernon Participation Coop with Caltrans)

COOPERATIVE AGREEMENT Local Contribution Only

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

San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as AUTHORITY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. CALTRANS is reconstructing the overcrossing at Washington Street/Mt. Vernon Avenue on Interstate 215 in the city of Colton, referred to herein as PROJECT.
3. AUTHORITY will contribute a fixed amount of \$2,411,290 to the PROJECT. Contributed funds will be used for the PROJECT.
4. PARTNERS hereby set forth the terms, covenants, and conditions for AUTHORITY's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

5. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
6. AUTHORITY is a FUNDING PARTNER contributing a fixed amount toward the PROJECT as defined in the FUNDING SUMMARY.
7. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

8. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

9. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
10. This agreement is intended to be PARTNERS' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

11. AUTHORITY will contribute the funds listed below:

FUNDING SUMMARY		
Fund Source	Fund Type	Amount
LOCAL	Local	\$2,411,290
Total Funds		\$2,411,290

12. CALTRANS will invoice AUTHORITY for a lump sum (single payment) as needed, as a fixed cost, after execution of this Agreement.
13. AUTHORITY will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless AUTHORITY is paying with Electronic Funds Transfer (EFT). When paying with EFT, AUTHORITY will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
14. If AUTHORITY has received Electronic Funds Transfer (EFT) certification from CALTRANS then AUTHORITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
15. This Agreement will terminate upon CALTRANS' receipt of the PROJECT funds. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

FUNDING PARTNER – A partner who commits a defined dollar amount to the PROJECT.

FUNDING SUMMARY – The tabular listing of a FUNDING PARTNER’S commitments including the dollar amount, fund source, fund type, and, if applicable, the PROJECT COMPONENT in which funds are to be spent. Funds listed in the FUNDING SUMMARY are “not-to-exceed” amounts.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other partners.

SPONSOR – The PARTNER that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of PROJECT.

CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:

Joe Meraz, Project Manager
464 W. 4th Street
San Bernardino, CA 92401-1400
Office Phone: (909) 388-7165
Email: joe_meraz@dot.ca.gov

The primary Agreement contact person for AUTHORITY is:

Paula Beauchamp, Project Delivery Manager
1170 W. 3rd. Street
San Bernardino, CA 92410-1715
Office Phone: (909) 884-8276
Email: pbeauchamp@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

- 1. Each PARTNER is an authorized legal entity under California state law.
- 2. Each PARTNER has the authority to enter into this Agreement.
- 3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
John Bulinski
District 8 Director

By: _____
Ryan McEachron
Board President

CERTIFIED AS TO FUNDS:

By: _____
Jeffery Hill
Procurement Manager

By: _____
Lisa Pacheco
District Budget Manager

ATTEST:

By: _____
Vicki Watson
Board Secretary

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

Attachment: 161001441 (2573 : I-215 Mt Vernon Participation Coop with Caltrans)

Minute Action

AGENDA ITEM: 8

Date: *March 2, 2016*

Subject:

Monte Vista Ave Grade Separation - Construction and Maintenance Agreement and Trade Corridor Improvement Fund Project Baseline Agreement

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Approve Agreement No. 16-1001450 with Union Pacific Railroad Company (UPRR) and the City of Montclair for the construction and maintenance of the Monte Vista Avenue Grade Separation project and authorize the Executive Director to execute the final Agreement No. 16-1001450 in substantially the form attached, after approval as to form by General Counsel. As defined in Agreement No. 16-1001450, SANBAG will reimburse UPRR an estimated \$1,150,000, consisting of City of Montclair Developer Impact Fees and an estimated \$932,650 in Measure I Valley Major Street Program (Grade Separation) funds, for railroad work, flagging and inspection costs. SANBAG will receive a contribution of \$1,076,309 from UPRR towards the overall project cost.

B. Approve Trade Corridors Improvement Fund (TCIF) Baseline Agreement No. 16-1001448 with the California Transportation Commission (CTC), Caltrans and the City of Montclair for the Monte Vista Grade Separation Project and authorize the Executive Director to execute the final TCIF Baseline Agreement No. 16-1001448 after approval as to form by General Counsel.

Background:

The Monte Vista Avenue Grade Separation project in the City of Montclair is nearing the completion of the design and right-of-way phase with construction scheduled to start in late 2016. The design and right-of-way phase is being led by the City of Montclair and the San Bernardino County Transportation Authority (SANBAG) will lead the construction phase.

Recommendation A: In order to construct this project, easements need to be obtained from UPRR for permanent and temporary rights. In addition, there are railroad flagging and inspection costs associated with monitoring and regulating construction work adjacent to and on a very busy railroad corridor. A construction and maintenance agreement is therefore required with UPRR and the City of Montclair to specify the roles and responsibilities of the participating agencies and the funding arrangements for this work. Since this is a new grade separation that is replacing an at-grade crossing, federal regulations provide for a contribution from the railroad, which is also included in this agreement.

In this agreement, the City of Montclair agrees to pay UPRR for a permanent easement for the new bridge and foundations which will be within the existing UPRR right-of-way. In addition, the City of Montclair agrees to pay for a temporary construction license that will allow a larger

Entity: CTA

area for SANBAG's contractor to construct the new bridge within the existing UPRR right-of-way. In the agreement, SANBAG agrees to pay an estimated \$1,150,000, consisting of City of Montclair Developer Impact Fees and \$932,650 of Measure I Valley Major Street Program (Grade Separation) funds for the estimated railroad costs for flagging and inspection work and work to be done by UPRR to remove the existing at-grade crossing facilities. Per the agreement, SANBAG will pay for the actual UPRR costs, such that the total cost paid by SANBAG may be higher or lower than the amounts above, which is based on UPRR's estimated costs plus a small contingency. In this three-party agreement, SANBAG will construct the new bridge and will then turn over the bridge to the City of Montclair upon completion of the construction for their on-going responsibility for the maintenance of the new bridge.

Due to the public safety benefits associated with the elimination of an at-grade railroad crossing, there is a federal regulation (Title 23 CFR sec. 646.210) that provides for the railroad to contribute 5% of a theoretical bridge cost towards the overall project cost. For this project, the parties involved have determined this contribution to be in the amount of \$1,076,309.00. Per the agreement, UPRR will contribute these funds towards the project upon completion.

This agreement is required to be executed before an allocation request can be made for California Public Utility Commission (CPUC) Section 190 Grade Separation Program funding. The deadline for the allocation request for \$5,000,000.00 of CPUC Section 190 funds is April 1, 2016. Since the final details of the agreement are still being worked out, staff is requesting that the Board authorize the Executive Director to sign the final agreement once approved as to form by General Counsel to ensure the agreement is fully executed prior to the allocation request deadline. A draft of the agreement without the exhibits is attached to this report for the Board's review. The City of Montclair will be making the allocation request on behalf of the project. The project is in the top 20 on the priority list, so the project has a good opportunity to receive an allocation.

Recommendation B: As part of the application for allocation of \$2,113,000 in TCIF funding to the CTC, a baseline agreement between SANBAG, City of Montclair, Caltrans and the CTC is required. The agreement must be approved by SANBAG and the City prior to allocation of the TCIF funds. TCIF approval and allocation is scheduled for the May 17, 2016, CTC meeting. Upon allocation of the TCIF funds, staff will be able to submit the request for federal authorization to proceed with construction and advertise for construction bids in August 2016. Staff is recommending that the Board approve Baseline Agreement No. 16-1001448 to allocate TCIF funds to the Monte Vista Grade Separation Project. Additionally, staff is requesting that the Board authorize the Executive Director to sign the final agreement once received from the City of Montclair and approved as to form by General Counsel to ensure the agreement is fully executed prior to allocation.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2015/2016 Budget under Task No. 0840 Grade Separation Projects (Subtask 0868).

Reviewed By:

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft agreements.

Board of Directors Agenda Item
March 2, 2016
Page 3

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001450 Amendment No.: 0 Vendor No.: 02269
 Vendor/Customer Name: Union Pacific Railroad Sole Source? Yes No
 Description: Construction Maintenance Agreement for Monte Vista Grade Separation
 Start Date: 3/2/2016 Expiration Date: 3/2/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 1,150,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,150,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,150,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 3/2/2016
 Board of Directors Action: Approve contract and allow ED to sign upon General Counsel approval

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Brian Smith

Attachment: 16-1001450 CSS (2572 : Monte Vista GS CMA and Funding Agreement)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001450 Amendment No.: 0 Vendor No.: 02269
 Vendor/Customer Name: Union Pacific Railroad Sole Source? Yes No
 Description: Construction and Maintenance Agreement
 Start Date: 3/2/2016 Expiration Date: 3/2/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 1,076,309.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,076,309.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,076,309.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 3/2/2016
 Board of Directors Action: Approve contract and allow ED to sign upon General Counsel approval

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____% Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____%

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Brian Smith

Attachment: 16-1001450 css receivable (2572 : Monte Vista GS CMA and Funding Agreement)

UP DRAFT
02/05/16

PUBLIC HIGHWAY OVERPASS AGREEMENT

AMONG

SAN BERNARDINO
ASSOCIATED GOVERNMENTS

AND

CITY OF MONTCLAIR, CALIFORNIA

AND

UNION PACIFIC RAILROAD COMPANY

FOR

DESIGN, CONSTRUCTION AND MAINTENANCE OF AN
OVERHEAD GRADE SEPARATION (DOT # 441154C) REPLACING THE
EXISTING AT-GRADE CROSSINGS AT MONTE VISTA AVENUE AT MILEPOST B-517.37 ON ALHAMBRA SUBDIVISION (DOT #
746936L) AND MILEPOST 34.98 ON LOS ANGELES SUBDIVISION (DOT # 810896P),
IN THE CITY OF MONTCLAIR
SAN BERNARDINO COUNTY
STATE OF CALIFORNIA

Attachment: 16-1001450 MVGS_print version for BOD (2572 : Monte Vista GS CMA and Funding Agreement)

Agreement Number _____
 UPRR Folder 2034-71
 Audit Number 224120

PUBLIC HIGHWAY OVERPASS AGREEMENT

 Monte Vista Avenue (DOT No. 441154C)
 Milepost B-517.37 on Alhambra Subdivision (DOT No. 746936L)
 Milepost 34.98 on Los Angeles Subdivision (DOT No. 810896P)
 City of Montclair
 County of San Bernardino, California

This AGREEMENT ("**Agreement**") is made and entered into as the ____ day of _____, 2016 (the "**Effective Date**"), by and among **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation to be addressed at Real Estate Department, 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179 (the "**Railroad**"); **CITY OF MONTCLAIR**, a municipal corporation of the State of California to be addressed at P.O. Box 2308, Montclair, California 91763 ("**Montclair**"); and **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, the duly constituted transportation authority for San Bernardino County to be addressed at 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92401 ("**SANBAG**" and together with Montclair, collectively, the "**Political Bodies**").

RECITALS:

A. Montclair currently maintains, uses and repairs the existing Monte Vista Avenue at-grade public road crossings at (i) Milepost B-517.37 on the Railroad's Alhambra Subdivision (DOT No. 746936L) (the "**Alhambra At-Grade Crossing**") and (ii) Milepost 34.98 on the Railroad's Los Angeles Subdivision (DOT No. 810896P) (the "**Los Angeles At-Grade Crossing**") and together with the Alhambra At-Grade Crossing, collectively, the "**Existing Crossings**") at or near the City of Montclair, County of San Bernardino, State of California.

B. Montclair and the Railroad entered into that certain New Overhead Grade Separation Structure dated March 22, 2002 (the "**2002 Agreement**") covering the: (i) closure and removal of the Alhambra At-Grade Crossing; (ii) closure to the public and modification of the Los Angeles At-Grade Crossing for private access by the Railroad for maintenance, operations and exclusive use by the Railroad's tenants and permitted users; and (iii) the construction, use, maintenance and repair of a new grade separated overpass structure (the "**Structure**") that would carry vehicular traffic traversing on Monte Vista Avenue over the Existing Crossings (collectively, the "**Project**").

C. As part of the 2002 Agreement, the Railroad granted Montclair a right to establish, construct, maintain, repair, renew and use the Structure over and across 7,836 square feet of the Railroad's property (DOT 441154C) at or near Mile post 517.40 on the Alhambra Subdivision and Mile Post 35.00 on the Los Angeles Subdivision. Such area is hereby identified

as the "**Existing License Area**" on the survey print attached hereto and made a part hereof as **Exhibit C**.

D. Work on the Project was never commenced.

E. Montclair, together with SANBAG, now desires to commence the Project. The general location of the Project area is shown on the Railroad location print attached hereto and made a part hereof as **Exhibit A**, and the type, size and location prints of the Structure are marked **Exhibit B** attached hereto and made a part hereof.

F. The Existing License Area is not sufficient to allow for the construction of the Structure as presently contemplated by the parties. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Bodies to facilitate the construction of the Structure as well as the work to be performed in connection with the overall Project. The portion of the Railroad's property that the Political Bodies need to use in connection with the Structure (which includes the Existing License Area) is shown on the survey print marked **Exhibit C** and the described in the legal descriptions marked **Exhibit C-1**, attached hereto and made a part hereof (the "**Crossing Area**").

G. Montclair shall pursue all required approvals from the California Public Utilities Commission ("**CPUC**") in connection with the Project. As part of such obligation, Montclair shall submit a request to the CPUC seeking authorization for the permanent closure and removal of the Alhambra At-Grade Crossing, the permanent closure to the public and modification of the Los Angeles At-Grade Crossing and the construction of the Structure (collectively, the "**CPUC Crossing Closure and Modification Authorization**").

H. Given SANBAG's involvement in the Project and that additional rights are required from the Railroad to accommodate the Project, Montclair and the Railroad hereby desire to terminate the 2002 Agreement in its entirety, and the Political Bodies and the Railroad desire to enter into this Agreement to cover the items set forth above in connection with the Project.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. EXHIBITS

Exhibits A through I are attached hereto and hereby made a part hereof.

ARTICLE 2 - PROJECT COSTS

Except as provided in Article 11 below, the Political Bodies confirm that the Political Bodies are to bear all Project costs and that the Railroad shall not be obligated to provide any funding for the Project.

ARTICLE 3 - DEFINITION OF CONTRACTOR

For purposes of this Agreement, the term "**Contractor**" shall mean the contractor or contractors hired by a Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 4 - RAILROAD GRANTS RIGHTS

A. For and in consideration of **Seventy Thousand Dollars (\$70,000)** to be paid by Montclair to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Bodies' agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Bodies the irrevocable right (except as otherwise provided herein) to establish, construct, use, maintain, renew and repair the Structure on, along and over the Crossing Area as shown on **Exhibit C as the aerial easement and foundation area** and as described in the legal descriptions marked **Exhibit C-1**. By separate license agreement(s) and subject to the terms and conditions contained therein, the Railroad will grant the Political Bodies the right to use a portion of the Railroad property to establish, construct, maintain, repair, renew and relocate the Political Bodies' existing utilities and to establish, construct, maintain, repair and renew utilities owned by the Political Bodies to be constructed pursuant to the Project within Monte Vista Avenue and across certain portions of the Railroad's property that will be described in such separate license agreement(s).

B. For and in consideration of **Three Hundred Eighty Thousand Dollars (\$380,000)**, the Railroad hereby grants to the Political Bodies temporary construction rights to use the portion of the Railroad's property shown on **Exhibit C** and described in the legal descriptions marked **Exhibit C-2**, attached hereto and made a part hereof (the "**Temporary License Area**"). The Political Bodies' use of the Temporary License Area shall be subject to the terms and conditions of this Agreement and the obligation of the Political Bodies and their Contractors to comply with such provisions. The rights to the Temporary License Area granted herein shall commence as of the Effective Date and continue for three (3) years after the Effective Date, or until the Project has been completed, whichever occurs earlier.

ARTICLE 5 - FEDERAL AID POLICY GUIDE

The Project will be funded by Federal funds, and the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B shall govern and such rules, regulations and provisions are incorporated into this Agreement by reference.

ARTICLE 6 – PLANS

A. Montclair, at its expense, shall prepare or cause to be prepared by others, the detailed plans and specifications for the Project and shall submit such plans and specifications to

the Railroad for review and approval. The plans and specifications shall comply with the American Railway Engineering and Maintenance-of-Way Association ("**AREMA**") standards and guidelines. Sixty-five percent (65%) plans and specifications for the Project have been reviewed and approved by the Railroad, and the cover sheets for such approved sixty-five percent (65%) plans are attached hereto as **Exhibit B-1**, and by and through such attachment the entire design set is incorporated herein by reference. Plans and specifications at the one hundred percent (100%) design completion level shall be submitted by Montclair for the Railroad's review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks. Approval by the Railroad of any plans and specifications shall not be deemed to have been given until the Railroad's Assistant Vice President Engineering-Design (or his authorized representative) has initialed or signed such designs, plans and/or specifications.

B. The final one hundred percent (100%) plans and specifications, as approved, are hereinafter referred to as the "**Plans**" and shall replace the sixty-five percent (65%) plans and any subsequent iterations of the plans. The Plans are hereby made a part of this Agreement by reference. No Project work may commence on the Railroad's property until the Plans have been approved by the Railroad.

C. Once approved by the Railroad, no changes to the Plans shall be made unless the Railroad has consented to such changes in writing in accordance with this Agreement.

D. The Railroad's review and approval of the Plans in no way relieves the Political Bodies or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Bodies or their Contractor(s) on the Plans is at the risk of the Political Bodies and/or their Contractor(s), respectively. Notwithstanding anything contained in this Agreement to the contrary, the Railroad's review will be performed solely for its own purposes and benefit, and the Railroad shall not be deemed to be liable to the Political Bodies or any other party for defects in the Plans.

ARTICLE 7 - SANBAG OBLIGATIONS

SANBAG agrees:

A. To comply and ensure that its Contractor complies, at all times when on Railroad's property, with the rules and regulations contained in Article 9 below.

B. In conjunction with Montclair, to make all necessary arrangements at the Political Bodies' expense for the protection, relocation or removal of any public or private utility facilities that conflicts with the Project. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "**Non Railroad Facilities**") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Article 6. The Non Railroad Facilities plans and specifications shall comply with Railroad's

standard specifications and requirements, including, without limitation, AREMA standards and guidelines. The Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with the Railroad's standard specifications and requirements. The Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on the Railroad's property. Upon the Railroad's approval of submitted Non Railroad Facilities plans and specifications, the Railroad will incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. The Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for the Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by the Railroad and the Non Railroad Facilities owner or operator, or before the Railroad and the Political Bodies mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Article 6B above, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

C. To complete the Project within _____ (___) years after the Effective Date.

D. To perform all necessary grading for the construction of the Project. The grading performed by SANBAG shall provide for suitable drainage, both temporary and permanent, as provided for in the Plans.

E. To advise the Railroad in writing of the completion date of the Project, and construction of the Structure, within thirty (30) days after such completion, SANBAG shall further notify Railroad, in writing of the date on which the Railroad and SANBAG's Contractor will meet for the purpose of making a final inspection of the Project. The Railroad retains the right to review the work and demand satisfactory completion of the Project and the Structure in compliance with the Plans and the Railroad's Coordination Requirements marked **Exhibit E**. However, in no event shall the Railroad's review, inspection, approval or demands make the Railroad liable or responsible for any problems with the Project, and/or Structure, nor shall the Railroad be responsible to repair or remedy such problems. SANBAG and its Contractor shall bear such liability and responsibility.

ARTICLE 8 - MONTCLAIR OBLIGATIONS

Montclair, at its expense, agrees:

A. To maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure and any and all appurtenances related thereto (which shall be owned by Montclair following completion of the initial construction of the Project), including but not limited to, the superstructure, substructure, piers and abutments, walls, lighting, drainage system, roadway pavement, roadway facilities, approaches, curb and gutter, striping, signage, fencing,

and all backfill and grading, as well as all graffiti removal or overpainting involving the Structure.

B. To notify the Railroad at least ten (10) working days in advance of any entry on the Railroad's property in connection with any work to be performed by Montclair and at least thirty (30) working days in advance where any such work will occur within twenty-five (25) feet of a track. In accordance with this Agreement, any Railroad flagging or inspection required to protect Railroad tracks or the traffic moving thereon in connection with any work to be performed by Montclair hereunder shall be paid for by Montclair. Montclair, at its expense, shall maintain advance warning signage and markings as required under the State of California Vehicle Code, Section 21362, and the State of California Department of Transportation's (Caltrans) Traffic Manual.

C. To provide the Railroad, as applicable, with adequate and reasonable access through property owned by Montclair for the inspection of the Project work.

D. To obtain and comply with any and all approvals, permits, licenses and other authorizations required by applicable laws, regulations, rules and ordinances, including obtaining permissions/authority from the CPUC prior to the commencement of any Project work.

E. To act as the lead agency on all planning, zoning, environmental approval and permitting activities required by state law.

F. To work in cooperation with SANBAG in connection with making the necessary arrangements for any and all Non Railroad Facilities as required pursuant to Section 7B above.

G. That if any property or rights, other than the right granted herein by the Railroad to the Political Bodies, are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, Montclair will acquire such other property and rights at its own expense and without expense to the Railroad.

H. To work to get the CPUC Crossing Closure and Modification Authorization in connection with the Project.

ARTICLE 9 - CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. If a Political Body will be hiring a Contractor to perform any work involving the Project (including initial construction and any subsequent relocation or maintenance and repair work), such Political Body shall require its Contractor (prior to such Contractor commencing any work in the Crossing Area or on any other Railroad property) to (i) execute the Railroad's then current Contractor's Right of Entry Agreement; (ii) obtain the insurance required in such Contractor's Right of Entry Agreement; and (iii) provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Political Bodies acknowledge receipt of a copy of the Railroad's current Contractor's Right of Entry Agreement, attached hereto and made a part hereof as **Exhibit F** and confirms that it will inform its Contractor(s) that it/they are required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will a Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement, obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Union Pacific Railroad Company
 Real Estate Department
 1400 Douglas Street, MS 1690
 Omaha, NE 68179-1690
 ATTN: Senior Manager-Contracts
 UP Real Estate Folder No. 2034-71

D. If a Political Body's own employees will be performing any of the Project work, such Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 10 - WORK TO BE PERFORMED BY RAILROAD; BILLING; PAYMENT BY SANBAG

A. The work to be performed by the Railroad in connection with the Project, at SANBAG's expense, is described in the Railroad's Material and Force Account Estimate dated 2/4/16, marked **Exhibit G** and the Railroad's Material and Force Account Estimate for flagging dated 1/11/16, marked **Exhibit G-1**, each of which are attached hereto and made a part hereof (collectively, the "**Estimate**"). As set forth in the Estimates, the Railroad's total estimated cost for the Railroad's work associated with the Project is One Million Ninety-Four Thousand Nine Hundred and Twenty-Five and NO/100 Dollars (\$1,094,925.00).

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the Political Bodies in the event the Political Bodies do not commence construction of the Project within six (6) months after the date of the Estimate.

C. The Railroad shall send progressive billing to SANBAG during the Project and final billing to SANBAG within one hundred eighty (180) days after receiving written notice from SANBAG that all Project work affecting the Railroad's property has been completed.

D. SANBAG agrees to reimburse the Railroad within sixty (60) days after its receipt of progressive or final billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review and any preliminary engineering review (excluding however

any preliminary engineering review costs incurred by the Railroad prior to the Effective Date, which costs are covered pursuant to a separate Preliminary Engineering Agreement between Montclair and the Railroad), construction, inspection, flagging, procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's customary additive rates.

E. Upon completion of the initial construction of the Project, the Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

F. The books, papers, records and accounts of the Railroad so far as they relate to this Project shall be open for inspection and audit at the Railroad's Headquarters Building in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of the Political Bodies and the Federal Highway Administration (FHWA) for a period of three (3) years following the date of the Railroad's final billing to SANBAG.

ARTICLE 11 - RAILROAD'S 5% CONTRIBUTION

Pursuant to the provisions of the Federal Aid Policy Guide, 23 CFR Section 646.210, the Railroad, due to the permanent closure of the Public At-Grade Crossings, shall bear five percent (5%) of the cost of a "Theoretical Structure." The Theoretical Structure Estimate is marked **Exhibit H** attached hereto and made a part hereof. It has been determined that the Railroad's five percent (5%) share is estimated to be One Million Seventy-Six Thousand Three Hundred Nine and NO/100 Dollars (\$1,076,309.35) (the "**Contribution Amount**"). In no event shall the Railroad's obligation herein exceed the Contribution Amount without the prior written approval of the Railroad's Assistant Vice President Engineering - Design or his authorized representative. When the Structure is one hundred percent (100%) complete and the Structure has the final acceptance of the Railroad, SANBAG shall send a billing to the Railroad in an amount equal to the Contribution Amount (as may be increased in accordance with the provisions herein). The Railroad shall pay such billing received hereunder within sixty (60) days after receipt of such billing from SANBAG.

ARTICLE 12 - RAILROAD'S COORDINATION REQUIREMENTS

The Political Bodies, at their expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit E**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Political Bodies for the Project.

ARTICLE 13 - EFFECTIVE DATE; TERM

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Bodies in the event SANBAG does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months after the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Bodies shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Plans.

ARTICLE 14 – CONDITIONS TO BE MET BEFORE COMMENCEMENT OF PROJECT WORK

Neither the Political Bodies nor a Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- A. The Railroad and the Political Bodies have executed this Agreement.
- B. The Railroad has provided to the Political Bodies the Railroad's written approval of the Plans.
- C. Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- D. Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the railroad representative named in the Contractor's Right of Entry Agreement.

ARTICLE 15 – FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until the Railroad and Montclair agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 16 – TERMINATION OF 2002 AGREEMENT

Notwithstanding any provision regarding termination in the 2002 Agreement to the contrary, the Railroad and Montclair hereby terminate the 2002 Agreement in its entirety, and the Railroad and Montclair shall be relieved of any and all outstanding and/or ongoing obligations thereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in triplicate as of the Effective Date.

SANBAG

San Bernardino County APPROVED AS TO FORM:
Transportation Authority

General Counsel

By: _____
Name: Raymond W. Wolfe, PhD
Title: SANBAG Executive Director

By: _____
Name: Eileen Monaghan Teichert
Title: SANBAG General Counsel

RAILROAD

Union Pacific Railroad Company, a Delaware corporation

APPROVED AS TO FORM:

Legal Counsel

By: _____
Name: DANIEL A. LEIS
Title: General Director-Real Estate

By: _____

MONTCLAIR

City of Montclair, a municipal California corporation

APPROVED AS TO FORM:

City Attorney

By: _____
Name: Paul M. Eaton
Title: Mayor

By: _____
Name: Diane E. Robbins
Title: City Attorney

ATTEST:

By: _____
Name: Andrea M. Phillips
Title: Deputy City Clerk

Attachment: 16-1001450 MVGS_print version for BOD (2572 : Monte Vista GS CMA and Funding Agreement)

EXHIBITS

Exhibit A	Railroad's location print
Exhibit B	Selected plan prints showing profile of Structure
Exhibit B-1	Cover sheet of 65% plans approved by the Railroad
Exhibit C	Survey print showing Crossing Area and Temporary License Area
Exhibit C-1	Legal descriptions of the Crossing Area
Exhibit C-2	Legal descriptions of the Temporary License Area
Exhibit D	General terms and conditions
Exhibit E	Railroad's coordination requirements
Exhibit F	Contractor's Right of Entry Agreement
Exhibit G	Railroad's Material and Force Account Estimate
Exhibit G-1	Railroad's Material and Force Account Estimate (flagging)
Exhibit H	Theoretical Structure Estimate

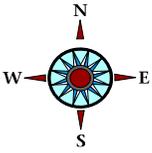
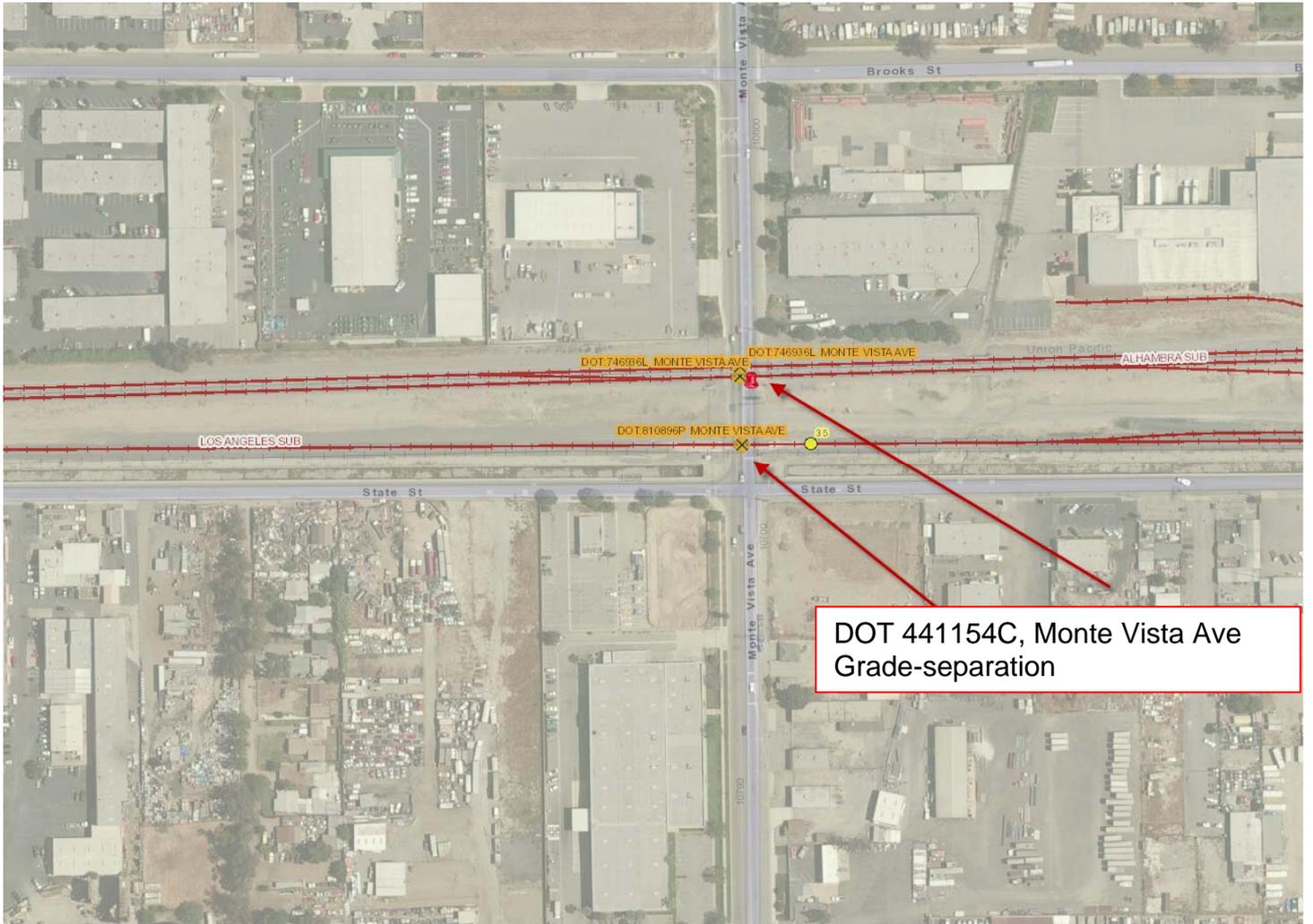


EXHIBIT "A"
RAILROAD LOCATION PRINT
 ACCOMPANYING A
CONSTRUCTION & MAINTENANCE AGREEMENT/CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT



DOT 441154C, Monte Vista Ave
Grade-separation

UNION PACIFIC RAILROAD COMPANY
 ALHAMBRA & LOS ANGELES SUBDIVISIONS
 RAILROAD MILE POSTs 517.40 & 35.00
 MONTCLAIR, SAN BERNARDINO COUNTY, CA

To accompany an agreement with the
CITY OF MONTECLAIR & SANBAG and its CONTRACTOR'S
 UPRR Folder No. 2034-71 Date: February 24, 2016

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF
 ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

Attachment: 16-1001450 MVGS_print version for BOD (2572 : Monte Vista GS CMA and Funding Agreement)

Contract Summary Sheet

General Contract Information

Contract No: 16-1001448 Amendment No.: _____ Vendor No.: 450
 Vendor/Customer Name: CTC, Caltrans & City of Montclair Sole Source? Yes No
 Description: TCIF Baseline Agreement for Monte Vista Grade Separation
 Start Date: 3/2/2016 Expiration Date: 3/2/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 3/2/2016
 Board of Directors Action: Allow Executive Director to execute 16-1001448 with Caltrans, CTC and Montclair once the agreement is finalized

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Brian Smith Neither payable or receivable; roles and resp. only

Attachment: CSS 16-1001488 (2572 : Monte Vista GS CMA and Funding Agreement)

TRADE CORRIDOR IMPROVEMENT FUND PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

- 1.1** This Project Baseline Agreement (Agreement) for the Monte Vista Grade Separation, effective on _____, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the San Bernardino Associated Governments (SANBAG), and the City of Montclair (Project Sponsor), sometimes collectively referred to as the “Parties”.

2. RECITAL

- 2.1** Whereas at its March 16, 2016 Meeting the California Transportation Commission amended the Trade Corridor Improvement Fund and included in this program of projects the Monte Vista Grade Separation, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A, the Project Study Report/Project Study Report Equivalent attached hereto as Exhibit B, and the Project Benefits Form as attached hereto as Exhibit C, as the baseline for project monitoring by the California Transportation Commission and its Project Delivery Council. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

The Project Sponsor and Caltrans agree to abide by the following provisions:

- 3.1** To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and to Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).
- 3.2** To adhere to the provisions of the California Transportation Commission Resolution TCIF-P-0708-01, “Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF),” dated April 10, 2008.
- 3.3** To adhere to the California Transportation Commission’s Trade Corridor Improvement Fund Guidelines.
- 3.4** To adhere to the California Transportation Commission’s Accountability Implementation Plan and policies, and program and baseline amendment processes.
- 3.5** The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.

- 3.6 To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.
- 3.7 To report to the California Transportation Commission on the progress, on a quarterly basis, and outcomes, at the end of the environmental phase, of the environmental process with regard to air quality impacts due to emissions from diesel or other particulates and related mitigation strategies. Whereas the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulate and other pollutant emissions, the Department of Transportation, the Sponsoring Agency, and the Corridor Coalition understand and agree that the California Transportation Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures, the sponsoring agency must commit, in writing, to the implementation of those mitigation measures.
- 3.8 To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 3.9 The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

4. **SPECIFIC PROVISIONS AND CONDITIONS**

4.1 **Project Schedule and Cost**

See Project Programming Request Form, attached as Exhibit A.

4.2 **Project Scope**

See Project Study Report/Project Study Report Equivalent, attached as Exhibit B.

4.3 **Project Benefits**

See Project Benefits Form, attached as Exhibit C.

4.4 **Other Project Specific Provisions and Conditions**

EXHIBIT A

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Print

PROJECT PROGRAMMING REQUEST

DTP-0001 (Revised July 2013)

General Instructions

<input checked="" type="checkbox"/> New Project					Date:	2/16/16
District	EA	Project ID	PPNO	MPO ID	TCRP No.	
08			T0551		55.1	
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency		
SBD				SANBAG		
				MPO	Element	
				SCAG	Local Assistance	
Project Manager/Contact		Phone		E-mail Address		
Brian Smith		909-884-8276		bsmith@sanbag.ca.gov		
Project Title						
Monte Vista Avenue Grade Separation at UPRR Line						
Location, Project Limits, Description, Scope of Work						<input type="checkbox"/> See page 2
In the City of Montclair construct grade separation at Monte Vista Avenue/ Union Pacific Railroad and associated roadway improvements to provide four lanes of traffic and a connector between Monte Vista Ave and State Street.						
<input type="checkbox"/> Includes ADA Improvements <input type="checkbox"/> Includes Bike/Ped Improvements						
Component	Implementing Agency					
PA&ED	City of Montclair					
PS&E	City of Montclair					
Right of Way	City of Montclair					
Construction	SANBAG					
Purpose and Need						<input type="checkbox"/> See page 2
The purpose of the work is to improve traffic flow, eliminate rail crossing delays and provide adequate levels of service through the year 2025						
Project Benefits						<input type="checkbox"/> See page 2
The project will improve safety, improve emergency vehicle response time, provide efficient movement of goods and mitigate the train/vehicular traffic conflict delays that are expected to worsen through 2025. The project will also improve air quality, lower noise and improve the quality of life for residents and motorists of both the County and the City						
<input checked="" type="checkbox"/> Supports Sustainable Communities Strategy (SCS) Goals <input checked="" type="checkbox"/> Reduces Greenhouse Gas Emissions						
Project Milestone					Proposed	
Project Study Report Approved						
Begin Environmental (PA&ED) Phase					04/01/02	
Circulate Draft Environmental Document				Document Type	CE/CE	
Draft Project Report					08/27/02	
End Environmental Phase (PA&ED Milestone)					07/19/13	
Begin Design (PS&E) Phase					01/01/03	
End Design Phase (Ready to List for Advertisement Milestone)					03/01/16	
Begin Right of Way Phase					01/01/03	
End Right of Way Phase (Right of Way Certification Milestone)					03/01/16	
Begin Construction Phase (Contract Award Milestone)					11/02/16	
End Construction Phase (Construction Contract Acceptance Milestone)					01/31/19	
Begin Closeout Phase					02/02/19	
End Closeout Phase (Closeout Report)					08/01/19	

Attachment: 16-1001448 Monte Vista TCIF BLA [Revision 2] (2572 : Monte Vista GS CMA and Funding Agreement)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (Revised July 2013)

Date: 2/16/16

District	County	Route	EA	Project ID	PPNO	TCRP No.
08	SBD				T0551	55.1
Project Title: Monte Vista Avenue Grade Separation at UPRR Line						

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)	203							203	
PS&E	1,150	1,800						2,950	
R/W SUP (CT)									
CON SUP (CT)									
R/W	8,333							8,333	
CON			22,730					22,730	
TOTAL	9,686	1,800	22,730					34,216	

Fund No. 1:	Trade Corridor Improvement Funds (TCIF)								Program Code
Proposed Funding (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			2,113					2,113	
TOTAL			2,113					2,113	

Fund No. 2:	Project of National and Regional Significance (PNRS)								Program Code
Proposed Funding (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			12,152					12,152	
TOTAL			12,152					12,152	

Fund No. 3:	SANBAG Measure I								Program Code
Proposed Funding (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			3,589					3,589	
TOTAL			3,589					3,589	

Attachment: 16-1001448 Monte Vista TCIF BLA [Revision 2] (2572 : Monte Vista GS CMA and Funding Agreement)

Fund No. 4:		Local City Funds							Program Code	
Proposed Funding (\$1,000s)										
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency	
E&P (PA&ED)										
PS&E		360						360		
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON			3,800					3,800		
TOTAL		360	3,800					4,160		

Fund No. 5:		UPRR							Program Code	
Proposed Funding (\$1,000s)										
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON			1,076					1,076		
TOTAL			1,076					1,076		

Fund No. 6:		Traffic Congestion Relief Program (TCRP)							Program Code	
Proposed Funding (\$1,000s)										
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency	
E&P (PA&ED)	203							203		
PS&E	1,150							1,150		
R/W SUP (CT)										
CON SUP (CT)										
R/W	8,333							8,333		
CON										
TOTAL	9,686							9,686		

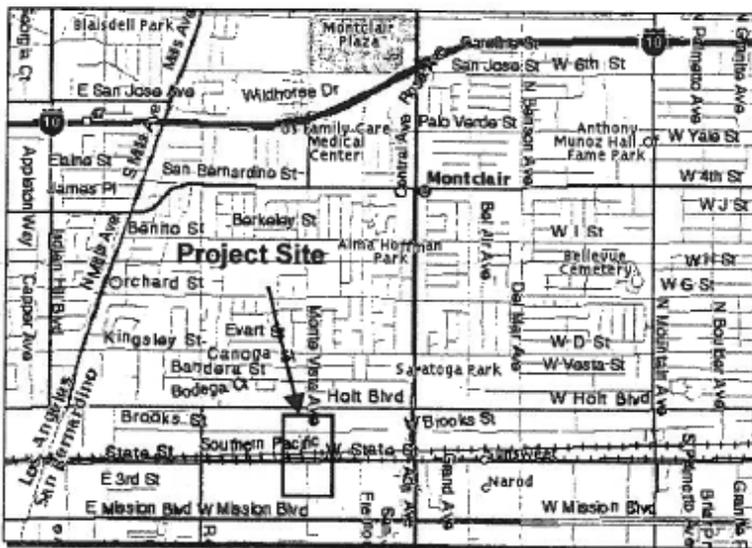
Fund No. 7:		Federal DEMO							Program Code	
Proposed Funding (\$1,000s)										
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency	
E&P (PA&ED)										
PS&E		1,440						1,440		
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL		1,440						1,440		

Attachment: 16-1001448 Monte Vista TCIF BLA [Revision 2] (2572 : Monte Vista GS CMA and Funding Agreement)

EXHIBIT B

CITY OF MONTCLAIR
Redevelopment / Public Works Department
5111 Benito Street
Montclair, CA 91763

PROJECT REPORT



MONTE VISTA AVENUE / UNION PACIFIC RAILROAD
GRADE SEPARATION

Approved by:

[Signature]
Michael Hudson, P.E., City Engineer
Tel: (909) 625-9441

Report Prepared by:

Lim & Nascimento Eng. Corp.

Attachment: 16-1001448 Monte Vista TCIF BLA [Revision 2] (2572 : Monte Vista GS CMA and Funding Agreement)

EXHIBIT C

Trade Corridor Improvement Fund Project Benefits Form

Project Title: Monte Vista Ave. Grade Separation

Project Category: Grade Separations

Project Type: Removal of at Grade Crossing

Outputs: One Grade Crossings eliminated

<u>Outcomes:</u>	<u>Outcome</u>	<u>Performance Measure (suggested Indices)</u> <u>(EXAMPLES)</u>
	Safety	Eliminate potential accidents with at grade crossings of rail lines
	Velocity	Reduction of 55.4 existing daily vehicle hours Reduction of 137 daily vehicle hours in 2035
	Throughput	Elimination of current gate down time of 1.1 hours per day Eliminate of gate down time of 2.3 hours per day in 2035
	Reliability	Eliminate emergency vehicle delay time up to 5 minutes
	Congestion Reduction	Eliminate current at grade vehicle queue rate of 415 vehicles per hour per lane Eliminate current at grade vehicle queue rate of 512 vehicles per hour per lane in 2035
	Emissions Reduction	0.00001 Reduction of Tons per Year of Particulate Matter (PM2.5, PM10) 0.17 Reduction of Tons per Year of Carbon Dioxide (CO2) 0.00012 Reduction of Tons per Year of Nitrogen Oxides (NOx) 0.00005 Reduction of Tons per Year of ROG

Attachment: 16-1001448 Monte Vista TCIF BLA [Revision 2] (2572 : Monte Vista GS CMA and Funding Agreement)

Minute Action

AGENDA ITEM: 9

Date: *March 2, 2016*

Subject:

Interstate 215 Barton Road Cooperative Agreement with the City of Grand Terrace

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:
 Approve Cooperative Agreement No. 16-1001384 with the City of Grand Terrace for the Design, Right of Way (ROW) and Construction phases of Interstate 215 Barton Road Interchange Project.

Background:

This new Cooperative Agreement (No. 16-1001384) with the City of Grand Terrace (City) defines roles and responsibilities of the parties relative to the Design, ROW and Construction phases of the I-215 Barton Road Project (Project), addresses betterment, long term property ownership, and coordination. It identifies SANBAG as the lead agency which is responsible for fully funding, and diligently delivering all phases of work on the Project.

As the Project progresses, SANBAG will provide the City with an opportunity to review and comment on the Plans, Specifications and Estimate (PS&E), and ROW and Construction documents, with the City providing comments within two weeks of receipt of the documents. The agreement also addresses any requests made by the City for betterments and/or additional work. These City requests will require SANBAG's analysis for feasibility. Once it has been determined that the new work is acceptable to all parties, a funding source for such work will be identified, and both work and funding will be acknowledged in a new agreement or an amendment to this agreement prior of the incorporation of the additional work into the Project.

This agreement requires that SANBAG provide all necessary ROW services to acquire property for the Project through negotiated purchases of property, or if necessary, through eminent domain. Although property acquired for the Project may include some uneconomic remnants or excess parcels, this agreement is intended to address those portions of the right of way that lie under the jurisdiction of the City for either transportation and/or utility use. Under this agreement, for property which lies under the jurisdiction of the City, voluntary acquisitions will be directly acquired in the name of the City; and for property acquired by eminent domain, the City will accept title within thirty days of presentation of quitclaim deeds.

For businesses, SANBAG will make reasonable efforts to relocate affected businesses within the boundaries of the City to the extent feasible. In addition, properties acquired for the Project will be maintained by SANBAG via property manager or contractor until construction is completed at no cost to the City.

Entity: CTC

Board of Directors Agenda Item

March 2, 2016

Page 2

Under this agreement the City is responsible for providing permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SANBAG or to consultants and contractors contracted by SANBAG, for the work on the Project. In addition, the City shall assist SANBAG as requested, and when necessary, exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facilities.

The agreement was approved by the Grand Terrace City Council on January 26th. SANBAG staff is recommending that the Board approve Agreement No. 16-1001384 with the City of Grand Terrace for the I-215 Barton Road Project.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2015/2016 budget.

Reviewed By:

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the agreement.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001384 Amendment No.: 0 Vendor No.: 00921
 Vendor/Customer Name: City of Grand Terrace Sole Source? Yes No
 Description: I-215 Barton Cooperative Agreement for ROW, Final Design and Construction
 Start Date: 3/2/16 Expiration Date: 6/30/20 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C12212

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 03/02/16
 Board of Directors Action: Approve agreement 16-1001384 with the City of Grand Terrace

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Andrea Nieto

Attachment: 16-1001384 CSS (2571 : I-215 Barton Agreement with Grand Terrace)

Draft 11/12/15
 Reviewed by CF, PB, TR (City), PB, CF

COOPERATIVE AGREEMENT NO. 16-1001384

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

CITY OF GRAND TERRACE

FOR

**DESIGN, RIGHT-OF-WAY (ROW), AND CONSTRUCTION PHASES FOR THE
 INTERCHANGE AT BARTON ROAD AND INTERSTATE 215 IN THE CITY OF
 GRAND TERRACE**

THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “SANBAG”) and the City of GRAND TERRACE (“CITY”), (SANBAG and CITY may be referred to herein as a “Party” and collectively “Parties”).

WHEREAS, SANBAG is the lead agency for all phases of a project located in the City of Grand Terrace on Barton Road to lengthen and widen the Barton Road Bridge over the I-215 and to widen and reconfigure ramps, modify traffic signals and construct a roundabout at intersection of Barton Road/southbound ramps/La Crosse Avenue (“Project”); and

WHEREAS, the Parties consider the PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of Measure I 2010-2040 Expenditure Plan; and

WHEREAS, the PROJECT cost for all phases shall be funded by SANBAG; and

WHEREAS, the Parties wish to delineate roles, responsibilities, and funding commitments relative to the Design, Right-of-Way (“ROW”), and Construction activities of the PROJECT.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree as follows:

I. SANBAG RESPONSIBILITIES

SANBAG agrees:

- A. To be lead agency on Project Management and to diligently undertake and complete all phases of work on the PROJECT, including the selection and retention of consultants and procurement of a contractor. Performance of services under these consultant contracts shall

Draft 11/12/15

Reviewed by CF, PB, TR (City), PB, CF

be subject to the technical direction of SANBAG's Director of Project Delivery, or his designee, with input and consultation from CITY.

- B. To provide all necessary ROW services to acquire right-of-way for the PROJECT through negotiated purchases of property, or if necessary, through eminent domain. Voluntary acquisitions may be acquired in the name of the jurisdiction in which the property lies.
- C. To coordinate with Caltrans for District condemnation evaluation and condemnation panel review meetings related to property acquisitions, if necessary, and to provide all documents necessary for Hearings of Resolutions of Necessity to be conducted before the San Bernardino County Transportation Commission in the event voluntary acquisition is not agreed to after the making of a statutory offer.
- D. To fully fund the Project, including expenses related to property management of all properties acquired for the Project via property manager or contractor until construction is completed.
- E. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- F. To provide CITY an opportunity to review and comment on the Plans, Specifications and Estimate (PS&E), ROW, and Construction documents.
- G. To make reasonable efforts to relocate businesses affected by the PROJECT within the boundaries of the CITY to the extent feasible.
- H. To address, prior to incorporation into the project, any requests made by the CITY for any betterments and/or additional work and the source of funding of same under separate agreements or amendments to this agreement approved between the Parties.
- I. To require that the Contractor agree to indemnify and defend CITY from any and all claims that arise out of Contractor's negligence in performing its duties under the Contract.
- J. To require the Contractor to name the CITY as an additional insured on all liability insurance required in the agreement between SANBAG and the Contractor.

II. CITY RESPONSIBILITIES

CITY agrees:

- A. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the Project documents.
- B. To complete review and provide comments on the Project documents within two (2) weeks of receiving the review request from SANBAG.

Draft 11/12/15

Reviewed by CF, PB, TR (City), PB, CF

- C. To accept title to properties acquired for the Project and under the jurisdiction of the City upon close of escrow for voluntary purchases, and within thirty (30) days of presentation of quitclaim deeds for property acquired by SANBAG through eminent domain.
- D. To provide permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SANBAG or to consultants and contractors contracted by SANBAG, for the work on the PROJECT. CITY's Director of the Department of Community Development is authorized to act on behalf of CITY under this section of the Agreement.
- E. City shall assist SANBAG as requested, and when necessary, exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facilities.

III. MUTUAL RESPONSIBILITIES

The Parties agree:

- A. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. This Agreement will be considered terminated upon completion of SANBAG's property conveyance and Project closeout.
- C. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- D. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- E. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. If any clause or provision of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- G. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- H. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.

Draft 11/12/15

Reviewed by CF, PB, TR (City), PB, CF

- I. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- J. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees.
- K. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by SANBAG.
- L. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to SANBAG: Garry Cohoe
 Director of Project Delivery
 1170 West Third Street, Second Floor
 San Bernardino, CA 92410-1715
 Telephone: (909) 884-8276

If to CITY: G. Harold Duffey
 City Manager
 22795 Barton Road
 Grand Terrace, CA 92313
 Telephone: (909) 824-6621 ext. 240

IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto and is effective on the date signed by SANBAG.

SIGNATURES ON FOLLOWING PAGE:

Attachment: 16-1001384 City Agreement (2571 : I-215 Barton Agreement with Grand Terrace)

Draft 11/12/15
Reviewed by CF, PB, TR (City), PB, CF

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. C16-1001384
BETWEEN**

**SAN BERNARDINO TRANSPORTATION COMMISSION
and CITY OF GRAND TERRACE**

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

CITY OF GRAND TERRACE

By: _____
Ryan McEachron
President, Board of Directors

By: _____
Darcy McNaboe, Mayor
City of Grand Terrace

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Richard L. Adams, II
CITY Attorney

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Procurement Manager

Attachment: 16-1001384 City Agreement (2571 : I-215 Barton Agreement with Grand Terrace)

Minute Action

AGENDA ITEM: 10

Date: *March 2, 2016*

Subject:

State Route 60 Archibald Agreement with Caltrans

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve Cooperative Agreement 16-1001431 with Caltrans for oversight of Environmental, Design, and Right-of-Way phases of the State Route (SR) 60 Archibald Avenue Interchange Improvement Project at no cost to SANBAG.

Background:

The SR-60 Archibald Avenue Interchange is the ninth highest priority project in the Measure I 2010-2040 Freeway Interchange Program. Archibald Avenue is a north-south arterial in the City of Ontario and forms a tight diamond interchange with SR-60. This location has been experiencing high levels of traffic congestion resulting in substantial delays. As a result, the City of Ontario, has requested that the SR-60 Archibald Avenue Interchange Improvement Project move forward. The proposed project will widen the existing eastbound and westbound on-ramps, and widen Archibald Avenue through the undercrossing to accommodate vehicular and pedestrian traffic.

In August 2014, the Board approved a separate Cooperative Agreement C14139 between SANBAG and Caltrans, in which Caltrans will provide oversight for a Project Initiation Document (PID) and Project Study Report/Project Development Support (PSR/PDS). In September 2014, the Board approved Cooperative Agreement No. R14138 with the City of Ontario which addresses the specific roles and funding responsibilities for the planning, environmental, design, right-of-way, and construction phases of the SR-60 Archibald Avenue Interchange Project.

In May 2015, the Board authorized contract C14169 with RBF for PID, Project Approval and Environmental Document (PA&ED), Plans, Specifications and Estimates (PS&E), and Right-of-Way (ROW) Engineering and Construction Support services. The PID phase is scheduled to be completed by Spring 2016, and the next step in the development of the Project is to have an agreement in place with Caltrans for PA&ED, PS&E, and ROW oversight.

Staff is recommending Board approval of Cooperative Agreement 16-1001431 with Caltrans for PA&ED, PS&E, and ROW Oversight of the SR-60 Archibald Avenue Interchange project.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2015/2016 budget.

Entity: CTA

Board of Directors Agenda Item
March 2, 2016
Page 2

Reviewed By:

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the agreement.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001431 Amendment No.: 0 Vendor No.: 00456
 Vendor/Customer Name: Caltrans Sole Source? Yes No
 Description: SR-60 Archibald Cooperative Agreement for PA/ED, PS&E and ROW
 Start Date: 03/02/16 Expiration Date: 03/01/20 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: R14138 C14139

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 3/2/16
 Board of Directors Action: Approve Co-op Agreement 16-1001431

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: _____

Attachment: 16-1001431 CSS (2570 : SR-60 Archibald Agreement with Caltrans16-1001431)

COOPERATIVE AGREEMENT

State Independent Quality Assurance

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

San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, a public corporation/entity, referred to hereinafter as SANBAG.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *improve existing geometric deficiencies in order to relieve congestion and improve traffic operations on Archibald Avenue between East Oak Hill Drive and Monticello Place near the State Route 60 (SR-60) intersection* will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - Project Approval and Environmental Document (PA&ED)
 - Plans, Specifications, and Estimate (PS&E)
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W CAPITAL)
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

Attachment: 16-1001431 Agreement 1619 01 25 2016 (2570 : SR-60 Archibald Agreement with Caltrans16-1001431)

RESPONSIBILITIES

Sponsorship

8. SANBAG is the SPONSOR for the PROJECT COMPONENTS in this AGREEMENT.

Funding

9. Funding sources, funding amounts, and invoicing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding details change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this AGREEMENT unless the funding changes require it.

10. Each PARTNER is responsible for the costs they incur in performing the OBLIGATIONS of this AGREEMENT unless otherwise stated in this AGREEMENT.

Implementing Agency

11. SANBAG is the IMPLEMENTING AGENCY for PA&ED.
12. SANBAG is the IMPLEMENTING AGENCY for PS&E.
13. SANBAG is the IMPLEMENTING AGENCY for RIGHT OF WAY.
14. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan is subject to CALTRANS review and approval.
15. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

Independent Quality Assurance

16. CALTRANS will provide Independent Quality Assurance for the portions of WORK within the existing and proposed SHS right-of-way.

CALTRANS' Independent Quality Assurance efforts are to ensure that SANBAG's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. Independent Quality Assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another party.

When CALTRANS performs Independent Quality Assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its Independent Quality Assurance.

Environmental Document Quality Control (EDQC) Program

17. Per NEPA assignment and CEQA statutes, CALTRANS will perform Environmental Document Quality Control and NEPA Assignment Review Procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

CEQA Lead Agency

18. CALTRANS is the CEQA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

19. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

Attachment: 16-1001431 Agreement 1619 01 25 2016 (2570 : SR-60 Archibald Agreement with Caltrans16-1001431)

21. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board

Project Approval and Environmental Document (PA&ED)

22. As IMPLEMENTING AGENCY for PA&ED, SANBAG is responsible for all PA&ED WORK except those PA&ED activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

23. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
Independent Quality Assurance
Environmental Document Quality Control
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.15.10 Notice of Determination (CEQA)

24. Any PARTNER preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

25. CALTRANS will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
26. Any PARTNER involved in the preparation of CEQA environmental documentation will prepare the documentation to meet CEQA requirements and follow CALTRANS' standards that apply to the CEQA process.

Attachment: 16-1001431 Agreement 1619 01 25 2016 (2570 : SR-60 Archibald Agreement with Caltrans16-1001431)

27. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
28. SANBAG will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
29. SANBAG will submit all CEQA-related public meeting materials to CALTRANS for review, comment, and approval at least ten (10) working days prior to the public meeting date. If CALTRANS makes any changes to the materials, then CALTRANS will allow SANBAG to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.
30. CALTRANS will attend all CEQA-related public meetings.
31. If a PARTNER who is not the CEQA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the CEQA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the CEQA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

32. As IMPLEMENTING AGENCY for PS&E, SANBAG is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

33. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
Independent Quality Assurance

34. SANBAG will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

SANBAG will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS’ concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

Right of Way (R/W)

35. As IMPLEMENTING AGENCY for R/W, SANBAG is responsible for all R/W SUPPORT WORK except those R/W SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
36. CALTRANS will be responsible for completing the following R/W SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
Independent Quality Assurance

37. The selection of R/W personnel and WORK within the completed PROJECT’s SHS right-of-way will be performed in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements.
38. SANBAG will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

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39. SANBAG will provide CALTRANS a copy of conflict maps, Relocation Plans, proposed Notices to Owner, Reports of Investigation, and Utility Agreements (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to Right of Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
40. SANBAG will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
41. SANBAG will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
42. SANBAG will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right-of-way activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

SANBAG will submit a draft Right of Way Certification document to CALTRANS six (6) weeks prior to the scheduled Right of Way Certification milestone date for review.

SANBAG will submit a final Right of Way certification document to CALTRANS for approval prior to the PROJECT advertisement.

43. Physical and legal possession of right-of-way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.

- 44. SANBAG agrees to first acquire any necessary rights-of-way in its own name. Prior to the closeout of this AGREEMENT SANBAG shall transfer title to said rights-of-way to CALTRANS, free and clear of all encumbrances and liens, except as to those items which CALTRANS agrees are not in conflict with CALTRANS use for highway purposes. CALTRANS' acceptance of right-of-way title is subject to review of an "Updated Preliminary Title Report" provided by SANBAG. PARTNERS shall cooperate and use their best efforts to ensure the transfer of title of properties incorporated into the SHS right of way is accomplished no more than 90 days after presentation of properties for acceptance. Upon acceptance, SANBAG will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
- 45. SANBAG certifies that it is authorized to hear and, if appropriate, adopt Resolutions of Necessity for PROJECT. SANBAG agrees to be responsible for hearing and adopting Resolutions of Necessity for PROJECT. SANBAG is responsible for all work associated with hearing and adopting Resolutions of Necessity.
- 46. SANBAG is responsible for conducting and documenting the functional equivalent of the CALTRANS' District Condemnation Evaluation Meeting and the CALTRANS' Condemnation Panel Review Meetings. CALTRANS' Right of Way staff will be invited to any functional equivalent of a Condemnation Panel Review Meeting. CALTRANS' concurrence is required, in advance, for any exception to CALTRANS' or FHWA's right-of-way policies, procedures, or standards.

Schedule

- 47. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

- 48. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
- 49. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
- 50. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
- 51. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

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52. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.
53. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
54. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
55. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

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

56. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
57. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
58. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.

59. If HM-1 is found within the PROJECT limits and outside the existing SHS right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

60. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
61. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
62. SANBAG will accept, reject, compromise, settle, or litigate claims of any non-AGREEMENT parties hired to complete OBLIGATIONS.
63. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.
64. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.
65. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
66. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
67. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

- 68. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER’s responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
- 69. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose action or lack of action caused the levy.
- 70. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

- 71. SANBAG will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. SANBAG will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

- 72. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
- 73. All CALTRANS’ OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

Attachment: 16-1001431 Agreement 1619 01 25 2016 (2570 : SR-60 Archibald Agreement with Caltrans16-1001431)

74. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
75. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this AGREEMENT. It is understood and agreed that SANBAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
76. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
77. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
78. SANBAG will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SANBAG waives the provisions of California Civil Code section 1654.

 A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
79. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
80. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

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81. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

82. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
83. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
84. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
85. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

86. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
87. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

88. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.
89. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this agreement shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

EDQC (Environmental Document Quality Control) - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits funds in this AGREEMENT to fulfill OBLIGATIONS. A FUNDING PARTNER accepts the responsibility to provide the funds it commits in this Agreement.

FUNDING SUMMARY – An executed document that includes a FUNDING TABLE and invoicing and payment methods.

FUNDING TABLE – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – CALTRANS’ efforts to ensure that another PARTNER’s quality assurance activities are in accordance with the applicable standards and the PROJECT’s Quality Management Plan (QMP). When CALTRANS performs Independent Quality Assurance it does not develop, produce, validate, verify, re-check, or quality control another PARTNER’s work products.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER’s individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** –The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
 - **R/W (Right of Way) SUPPORT** –The work required to obtain all property interests for the PROJECT.
 - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
 - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
 - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT’s execution and control throughout that project’s lifecycle.

PS&E (Plans, Specifications, and Estimate) – See PROJECT COMPONENT.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

R/W (Right of Way) CAPITAL – See PROJECT COMPONENT.

R/W (Right of Way) SUPPORT – See PROJECT COMPONENT.

Attachment: 16-1001431 Agreement 1619 01 25 2016 (2570 : SR-60 Archibald Agreement with Caltrans16-1001431)

SHS (State Highway System) – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

John Bulinski
District 8 Director

Certified as to funds:

Lisa Pacheco
District Budget Manager

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS, acting as the San
Bernardino County Transportation
Authority**

Ryan McEachron
Board President

Jeffery Hill
Procurement Manager

Attest:

Vicki Watson
Board Secretary

Approved as to form and procedure:

Eileen Monaghan Teichert
General Counsel

Attachment: 16-1001431 Agreement 1619 01 25 2016 (2570 : SR-60 Archibald Agreement with Caltrans16-1001431)

FUNDING SUMMARY NO. 01

v. 112							
<u>FUNDING TABLE</u>							
<u>IMPLEMENTING AGENCY →</u>			<u>SANBAG</u>	<u>SANBAG</u>	<u>SANBAG</u>		
Source	FUNDING PARTNER	Fund Type	PA&ED	PS&E	R/W SUPPORT	R/W CAPITAL	Totals
Local	SANBAG	Local	396,000	888,000	150,000	1,108,000	2,542,000
Totals			396,000	888,000	150,000	1,108,000	2,542,000

Attachment: 16-1001431 Agreement 1619 01_25_2016 (2570 : SR-60 Archibald Agreement with Caltrans16-

Funding**Invoicing and Payment***Project Approval and Environmental Document (PA&ED)*

1. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

2. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

Right of Way Support (R/W SUPPORT)

3. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

Right of Way Capital (R/W CAPITAL)

4. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

Signatures

PARTNERS are empowered by California Streets and Highways Code sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this FUNDING SUMMARY on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this FUNDING SUMMARY.

Signatories may execute this FUNDING SUMMARY through individual signature pages provided that each signature is an original. This FUNDING SUMMARY is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS, acting a the San
Bernardino County Transportation
Authority**

John Bulinski
District 8 Director

Ryan McEachron
Board President

Date _____

Date _____

District Budget Manager

HQ Accounting

Attachment: 16-1001431 Agreement 1619 01_25_2016 (2570 : SR-60 Archibald Agreement with Caltrans16-1001431)

Minute Action

AGENDA ITEM: 11

Date: *March 2, 2016*

Subject:

Interstate 215 Barton Plans, Specifications & Estimates and Right of Way Agreement
 Amendment 6

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Approve Amendment No. 6 to Contract No. C12212 with CALTRANS to add \$909,454 of Surface Transportation Program (STP) Funds to the Design phase for an overall total of \$33,304,611.

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

B. Approve Amendment No. 6 to Contract No. C12212 with CALTRANS to add \$909,454 of Surface Transportation Program (STP) Funds to the Design phase for an overall total of \$33,304,611.

Background:

The I-215 Barton Road Interchange Project proposes to improve traffic operations and reduce traffic congestion on Barton Road and ramp intersections. The Project improvements include replacement of Barton Road overcrossing, reconstruction and widening of Barton Road, realignment of the existing entrance and exit ramps, and traffic signal modifications.

The Environmental Phase was concluded in March 2014. However, the SANBAG Board desired to advance the design and right of way (ROW) phases, so in May 2012 the Board acting as the San Bernardino County Transportation Authority (SANBAG) approved Cooperative Agreement No. C12212 (Caltrans No. 08-1537) with Caltrans for those phases of the Project. The first amendment revised the funding plan with no cost or scope increase. The second amendment added \$100,000 to begin ROW engineering. The third amendment (entitled Amendment No. 4) revised the funding plan and added \$1,162,653 to fund Construction Management/General Contractor (CM/GC) delivery method, ROW engineering, and to cover an increase in the estimate for utility coordination and relocation. Amendment five, added the San Bernardino County Transportation Commission (Commission) as a party to the Agreement, and identified the Commission as the responsible party for acquiring property in the Commission's name, exercising Eminent Domain, and conveying property, under the jurisdiction of Caltrans, to Caltrans at the conclusion of the project. Amendment five also increased the PROJECT funding by \$4,964,457 consisting of \$1,828,401 of Federal Demonstration Funds and \$3,136,056 of Measure I Valley Freeway Funds for an overall total of \$32,395,157. This cost increase was to cover condemnation costs, the Independent Cost Estimator (ICE) consultant and additional ROW required by design changes generated by the CM/GC process.

Entity: CTA, CTC

Board of Directors Agenda Item

March 2, 2016

Page 2

The cost increase requested in this Amendment No. 6 is to cover:

1. CM/GC and Independent Cost Estimate (ICE) contract procurement. This \$104,504 cost for development of procurement documents and completion of procurement activities for this PROJECT was not previously included in any amendments.
2. Escalation. Caltrans adjusted the rate matrix by 17% on February 25, 2015, due to employee's salary increases. The rate increase is estimated to cost an additional \$304,949 to complete the design.
3. Increased Scope of Work. The extent of coordination, evaluation and implementation of design and staging changes proposed by the CM/GC was not anticipated. In addition this \$500,000 increase will cover the upcoming cost negotiations with the CM/GC team.

Please see attachment letter sent by Caltrans. The increase to Caltrans Plans, Specifications and Estimates (PS&E) support costs is \$909,454 and will be funded with STP utilizing toll credit as the matching funding source. The project cost will increase for an overall total of \$33,304,611 but the SANBAG budget will not be affected since Caltrans is requesting STP reimbursement directly. Staff recommends the approval of this amendment.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2015/2016 budget.

Reviewed By:

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the amendment.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 00-1000665-C12212 Amendment No.: 6 Vendor No.: 0450
 Vendor/Customer Name: California Department of Transportation Sole Source? Yes No
 Description: I-215 Barton Road PS&E and ROW Cooperative Agreement
 Start Date: 5/2/2012 Expiration Date: 12/31/2018 Revised Expiration Date: N/A
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001044 , 15-1001045 Admin Contracts for ROW Services

Dollar Amount			
Original Contract	\$ 2,332,047.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ 250,000.00	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 250,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 250,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 3/2/2016
 Board of Directors Action: Approve amendment 6 to PS&E ROW Agreement with Caltrans

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Andrea Nieto

Attachment: C12212-06 CSS (2569 : Barton Rd ROW COOP Amendment 6)

08-SBD-215-0.58/1.95
 EA: 0J070
 Project Number: 0800000282
 Federal Funds
 CALTRANS Agreement 08-1537 A/6
 C12212

AMENDMENT NO. 6 TO AGREEMENT 08-1537

THIS AMENDMENT No. 6 (AMENDMENT), entered into and effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

San Bernardino County Transportation Authority, a public agency, referred to hereinafter as SANBAG; and

San Bernardino County Transportation Commission, a public agency, referred to hereinafter as COMMISSION.

RECITALS

1. CALTRANS and SANBAG, collectively referred to as PARTNERS, entered into Agreement No. 08-1537 (AGREEMENT) on May 30, 2012, defining the terms and conditions to reconstruct the interchange on Interstate 215 at Barton Road in Grand Terrace, referred to as PROJECT.
2. PARTNERS entered into Amendment Funding Summary No. 2 to AGREEMENT on November 30, 2012, to move \$1,500,000 DEMO funds from PS&E to R/W Capital; reduce \$20,739.00 STIP/RIP capital funds to \$17,400,000; add \$500,646 Section 115 and \$1,980,000 Section 112 funds for PS&E; reduce \$2,332,047 Measure funds to \$1,351.40 for PS&E; and add \$1,839,000 Measure funds for R/W capital.
3. PARTNERS entered into Amendment Funding Summary No. 3 to AGREEMENT on July 23, 2014, to add \$100,000 Measure funds for CALTRANS to perform the R/W support activities.
4. PARTNERS entered into Amendment No. 4 to AGREEMENT on October 30, 2014, to add Construction Manager/General Contractor provisions; designate CALTRANS as the implementing agency for R/W engineering activities; increase DEMO R/W Capital funds from \$1,500,000 to \$2,293,830, add \$557,000 DEMO funds for R/W Support and \$1,801,401 for PS&E Support; decrease Measure funds for PS&E from \$1,351,401 to \$150,000, decrease Measure funds for R/W

- Capital from \$1,839,000 to \$500,000 and increase Measure R/W Support funds from \$1,697,000 to \$2,247,823.
5. PARTNERS entered into Amendment No. 5 to AGREEMENT on October 30, 2015, to add San Bernardino County Transportation Commission as a new party to this AGREEMENT; allow COMMISSION to provide all necessary R/W services to acquire R/W, exercise its existing power of Eminent Domain to acquire any necessary property for the PROJECT in accordance with California Code of Civil Procedure, Section 1245.235 and to convey by quitclaim deed to CALTRANS all PROJECT acquired right-of-way located within CALTRANS' jurisdictional boundaries within thirty (30) days COMMISSION's request to CALTRANS to accept such acquired property and at no expense to CALTRANS;
 6. PARTNERS now seek to amend the AGREEMENT for the following reasons:

Add an additional \$909,454 Federal Surface Transportation Program (STP) funds for PS&E.
 7. A revised FUNDING SUMMARY Number 6, dated December 17, 2015, is attached and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY Number 6, dated December 17, 2015, is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY (FS) Number 1, FS Number 2, FS Number 3, FS Number 4, and FS Number 5 in the AGREEMENT are deemed to refer to the revised FUNDING SUMMARY Number 6, dated December 17, 2015, attached herein.
2. This AMENDMENT is deemed to be included and made part of the AGREEMENT.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
John Bulinski
District 8 Director

By: _____
Ryan McEachron
Board President

APPROVED AS TO FORM

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

APPROVED

By: _____
Attorney
Department of Transportation

By: _____
Ryan McEachron
Board President

CERTIFIED AS TO FINANCIAL TERMS

ATTEST

By: _____
Accounting Administrator

By: _____
Vicki Watson
SANBAG's and COMMISSION's
Board Clerk

CERTIFIED AS TO FUNDS

APPROVED AS TO FORM

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Eileen Monaghan Teichert
SANBAG's and COMMISSION's Counsel

CONCURRENCE

By: _____
Jeffery Hill
SANBAG's & COMMISSION's
Procurement Manager

Attachment: C12212-06 (CT Agreement 1537 A-6) [Revision 1] (2569 : Barton Rd ROW COOP Amendment 6)

FUNDING SUMMARY Number 6

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

December 17, 2015

Part I

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PS&E Support	R/W Capital	R/W Support	Totals by Fund Type
STATE	SANBAG	STIP/RIP	\$0	\$17,400,000	\$0	17,400,000
FEDERAL	SANBAG	Demo*	\$ 2,256,987	\$ 3,666,645	\$557,000	\$ 6,480,632
FEDERAL	SANBAG	Section 115	\$500,646	\$0	\$0	\$500,646
FEDERAL	SANBAG	Section 112	\$1,980,000	\$0	\$0	\$1,980,000
FEDERAL	SANBAG	STP	\$909,454			909,454
LOCAL	SANBAG	Measure	\$150,000	\$ 2,108,936	\$ 3,774,943	\$ 6,033,879
Totals by Component			\$5,797,087	\$ 23,175,581	\$ 4,331,943	\$33,304,611

NOTE: *

Toll Credits to match DEMO/STP funds: \$2,257 PSE DEMO (452k) toll credit). \$909,454 PSE STP (105k toll credit). \$4,224 R/W DEMO (845k toll credit).

SPENDING SUMMARY

Fund Type	PS&E SUPPORT		R/W SUPPORT		R/W Capital		Totals
	CALTRANS	SANBAG	CALTRANS	SANBAG	CALTRANS	SANBAG	
STIP/RIP	\$0	\$0	\$0	\$0	\$0	\$17,400,000	\$17,400,000
Demo	\$ 2,256,987	\$0	\$557,000	\$0	\$0	\$ 3,666,645	\$ 6,480,632
Section 115	\$500,646	\$0	\$0	\$0	\$0	\$0	\$500,646
Section 112	\$1,980,000	\$0	\$0	\$0	\$0	\$0	\$1,980,000
STP	\$909,454	\$0	\$0	\$0	\$0	\$0	\$909,454
Measure	\$150,000	\$0	\$100,000	\$ 3,674,943	\$0	\$ 2,108,936	\$ 6,033,879
Totals	\$5,797,087	\$0	\$657,000	\$ 3,674,943	\$0	\$ 23,175,581	\$33,304,611

FUNDING SUMMARY Number 6

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

December 17, 2015

Part II – Billing and Payment Details

Responsibilities

CALTRANS is IMPLEMENTING AGENCY for PS&E.
SANBAG is IMPLEMENTING AGENCY for R/W.

Cost: PS&E (Plans, Specifications, and Estimate)

1. Each PARTNER listed below will do work for PS&E as described in the SCOPE SUMMARY of this Agreement:

- CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice SANBAG

PARTNERS will exchange funds for actual costs.

CALTRANS will invoice SANBAG for a \$74,583 initial deposit upon execution of this Agreement. This deposit represents two (2) months' estimated support costs.

Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

2. When CALTRANS is to be reimbursed from state or federal funds that are provided by SANBAG for PS&E and Right of Way Support and CALTRANS administers those funds then CALTRANS will draw from those funds without invoicing SANBAG.

Cost: R/W SUPPORT

3. Each PARTNER listed below will do work for R/W as described in the SCOPE SUMMARY of this Agreement:

- SANBAG
- CALTRANS

FUNDING SUMMARY Number 6

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice SANBAG

PARTNERS will exchange funds for actual costs.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

Cost: R/W CAPITAL

4. SANBAG is the IMPLEMENTING AGENCY for R/W CAPITAL.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- SANBAG may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, BILLING PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

FUNDING SUMMARY Number 6

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
John Bulinski.
Interim District 8 Director

By: _____
Ryan McEachron
Board President

Date: _____

Date: _____

By: _____
Lisa Pacheco
District Budget Manager

ATTEST

By: _____
Vicki Watson
Board Secretary

By: _____
HQ Accounting

APPROVED AS TO FORM AND
PROCEDURE

By: _____
Eileen Monaghan Teichert
SANBAG’s Counsel

Attachment: C12212-06 Funding Summary 1537 A-6 (2569 : Barton Rd ROW COOP Amendment 6)

DEPARTMENT OF TRANSPORTATION

PROGRAM AND PROJECT MANAGEMENT

464 WEST FOURTH STREET, MS 1201

SAN BERNARDINO, CA 92401-1400

MAIN (909) 383-4561

DIRECT (909) 388-7149

FAX (909) 383-4960

TTY 711

www.dot.ca.gov/dist8



*Serious drought.
Help save water!*

December 21, 2015

Mr. Garry Cohoe
Director of Project Delivery
San Bernardino Associated Government
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Dear Mr. Cohoe:

This is in reference to the interchange reconstruction project on Interstate 215 at Barton Road in the City of Grand Terrace.

As you are aware, the California Department of Transportation (Caltrans) is preparing the Plans, Specification and Estimate (PS&E) for this project which by funded by San Bernardino Associated Government (SANBAG). Cooperative Agreement (Coop) # 08-1537 executed by Caltrans and SANBAG on May 22, 2012 authorized a total of \$3,832,047 to Caltrans to complete the PS&E package for the project. Amendment # 4 executed on October 30, 2014 authorized an amount of \$600,000 for the Construction Manager/General Contractor (CMGC) retained for the project. In addition, Amendment #5 is currently being processed to authorize an additional \$455,586 for an Independent Cost Estimator (ICE) required for the project. The CMGC method of delivery being used for the project is expected to reduce risks and provide a better quality project.

Caltrans began working on the PS&E phase concurrently with the Project Approval and Environmental Document (PA&ED) phase in August, 2012. The PA&ED phase was completed on March 4, 2014. Since Caltrans has been working on the design phase of the project for the last three years, it has exhausted all of the original budgeted amount of \$3,832,047 for this phase of the project. Currently 60% plan have been completed and Ready to List is scheduled for April, 2017. To complete the PS&E package, an additional funding in the amount of \$909, 454 is needed. The following are the reasons for requesting additional funding:

1. CMGC Procurement: Caltrans effort to procure the CMGC contract was not included in the estimate when additional funding was requested per Amendment #4. This effort cost Caltrans \$104,505. Please see Attachment 1 for detailed breakdown of this expenditure.
2. Escalation: Caltrans adjusted the rate matrix by 17% on February 25, 2015 due to employee salary increase. The original Coop did not include adjustment for any rate increase/escalation. This rate increase is estimated to cost \$304,949 to complete the project. Please see Attachment 2 for detailed breakdown of this cost.

*"Provide a safe, sustainable, integrated and efficient transportation system
to enhance California's economy and livability"*

Mr. Garry Cohoe
 December 21, 2015
 Page 2

3. Unanticipated work: Many design and staging changes were proposed by the Construction Manager/General Contractor. The evaluation and implementation of those ideas caused additional design and right of way engineering services to be performed by Caltrans for the project. In addition, costs for coordination with the CMGC contractor on these ideas and on the cost negotiations were not included when original Coop was executed. The cost for the unanticipated work is estimated to be \$500,000. Attachment 3 shows a listing of all the unanticipated work.

The implementation of the CM/GC's proposals, such as a change to the construction staging that resulted in the elimination of the need to construct a temporary loop ramp, will result in savings in the construction capital costs.

Caltrans, now with a better understanding of the CM/GC delivery method, has prepared a detailed cost to complete and is confident that the PS&E phase will be completed within the proposed budget.

Caltrans is requesting SANBAG to approve the additional funding in the amount of \$909,454 so that the PS&E package can be completed for the project. The revised total estimated support cost for the PS&E phase will be \$5,797,087 (includes PS&E, CMGC and ICE).

If you have any questions or need additional information, please call me at (909) 388-7149.

Thanking you.

Sincerely,



SYED RAZA
 Deputy District Director
 Program and Project Management

Enclosure

c: Bryce Johnston, Consultant Project Manager, Caltrans

Attachment 1 - CMGC Selection Charges
(5/14/14 - 2/26/15)

Row Labels	Dollars	Hours
DANIEL T ADAMS	\$9,840	94
DU L LU	\$9,268	88
EDWIN C ENWEDO	\$9,268	88
FEIRUZ ABERRA	\$7,899	75
GERARDO DE SANTOS	\$4,180	36
HENRY R STOKES	\$8,360	72
JAMAL M ELSALEH	\$10,537	91
JOSEPH MERAZ	\$29,787	277
MANNY M YOGARAJAH	\$7,583	72
MARK P PERTILE	\$7,783	74
Grand Total	\$104,505	967

CMGC Selection Timeline:

05/14/14 – Receive and initiate review of draft RFQ
08/29/14 – RFQ Finalized and released in Bidsync
10/13/14 – SOQ Submittal Deadline
11/07/14 – Ranking Determination
02/18/15 – CMGC Contract Signed
02/26/15 – CMGC NTP

*“Provide a safe, sustainable, integrated and efficient transportation
system
to enhance California’s economy and livability”*

Attachment 2 - Rate Matrix Adjustment Applied after 2/25/2015

Fiscal Year	No-Escalation	Rate Matrix Amount- Unexpended Portion	Increased %	Increased Amount	Grand Total
2013	\$194,069				\$194,069
2014	\$610,372				\$610,372
2015	\$1,404,523	\$844,359	17%	\$143,541	\$2,248,881
2016		\$807,040	20%	\$161,408	\$807,040
Future		\$0	20%	\$0	
Grand Total	\$2,208,963	\$1,651,399		\$304,949	\$3,860,362

Attachment 3 - Added Effort

NO.	ADDED WORK DESCRIPTION	REASON OF TRIGGER	CALTRANS RESOURCE UNIT ADDED EFFORT
1	Resolution of Michigan Ave relinquishment	Not Identified during PA&ED	Design study and plan sheet updates. R/W Engineering study and mapping updates.
2	Utility potholes outside of APE study area	Not Identified during PA&ED	Design study and plan sheet updates. Environmental study and clearances.
3	Project Report design elements outside of APE study area	Not Identified during PA&ED	Design study and plan sheet updates. R/W Engineering study and mapping updates. Environmental study and clearances.
4	High number of requests for parcel mapping exhibits.	Requested by Consultant Appraisers	R/W Engineering study and mapping updates.
5	Request to study alternative to Caltrans recommendation to jack and bore AT&T fiber optic line utility relocation.	Requested by Consultant R/W Utility Coordinator	Design study.
6	Interim Cooperative Agreement Funding Summary and RFA submittal delays.	Multiple Funding Source and Complex Funding Plan	Program & Project Management draft agreement iterations.
7	R/W Invoicing & Direct Pay Procedures	Non-standard Grantor Direct Pay Process Requested	Right of Way Planning & Management reviews. Program and Project Management reviews and guidelines.
8	Early Contaminated Property Review Requested	Requested by Lead Agency and Consultant R/W Coordinator	Program & Project Management reviews and meetings. Right of Way Coordination reviews and meetings. Environmental Engineering - Hazardous Waste reviews and meetings.
9	Barton Rd pedestrian crossings locations	Not Identified during PA&ED	Design study and plan sheet updates. Environmental study.
10	Barton Rd Street Width Revision	Requested by Lead Agency and Consultant R/W Utility	Design study and plan sheet updates. Environmental study.
11	RW impact in trailer park	Not Identified during PA&ED	Design reviews and meetings with property owner. R/W Coordination consultation and meetings.
12	Pending - Potential Local Sewer Design	Identified by Consultant Utility Coordinator	Design study and plan sheet updates.
13	Additional Roundabout Alternative	Requested by the City	Design Study
14	CMGC Meetings and Workshops during design	CMGC Delivery Acceptance – Milestone Process Not Initially Identified	All functional unit involvement

Minute Action

AGENDA ITEM: 12

Date: *March 2, 2016*

Subject:

US-395 Phase I Right-of-Way Agreement Amendment 1 with Caltrans

Recommendation:

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 15-1001175 with the California Department of Transportation (Caltrans) agreeing to the Commission's acquisition of property necessary for the US-395 Phase I (Project) in the Commission's name; agreeing to the Commission's exercise of Eminent Domain; and agreeing to the Commission's conveyance by quit claim deed to Caltrans of all Project acquired right-of-way (ROW) located within Caltrans' jurisdictional boundaries; and

B. Authorize staff to proceed with voluntary acquisition of property necessary for Project from property owners identified on Attachment "A" including relocation assistance, demolition of existing structures, property management, disposal of excess property, environmental testing and remediation; and

C. Authorize the Director of Project Delivery to add or delete such parcels on Attachment "A" as the Director of Project Delivery determines from time to time are necessary for the Project.

Background:

This is an amendment to an existing Agreement. On May 4, 2005, the SANBAG Board of Directors approved Contract C05019 with Caltrans to perform the Project Approval and Environmental Document (PA&ED) phase of the US-395 project. Caltrans approved the Initial Study with the Mitigated Negative Declaration on December 30, 2009. The project was divided into nine segments to make project funding and delivery more manageable. On June 5, 2013, the SANBAG Board of Directors approved Cooperative Agreement C13147 with Caltrans for the design of Phase I (Segments 5, 6, 7 and 8). Phase I will widen US-395 to four lanes and add turn lanes between State Route 18 to Chamberlain Way. Caltrans is responsible for providing design services, while SANBAG as the sponsor of the project is responsible for reimbursing Caltrans for their costs. On March 4, 2015 the SANBAG Board of Directors approved Cooperative Agreement No. 15-1001175 for the Right of Way (ROW) for Phase I. Under this agreement, SANBAG, acting as the San Bernardino County Transportation Commission, will be the lead for all ROW tasks associated with acquisition and utility relocation; Caltrans will provide the ROW Engineering and be responsible for issuing the ROW Certification; and the California Transportation Commission (CTC) would hear Resolutions of Necessity. The purpose of this amendment is to reverse roles for vesting, hearing of Resolutions of Necessity, and to revise the funding accordingly.

Recommendation A:

After the Cooperative Agreement No. 15-1001175 for ROW was approved, staff was informed that Caltrans would authorize adoption of Resolutions of Necessity (RONs) by local agencies for projects located on the State Highway System. Due to Caltrans' change in direction on RON

Entity: CTC

Board of Directors Agenda Item

March 2, 2016

Page 2

hearings staff evaluated the advantages and disadvantages of conducting RON hearings before the California Transportation Commission (CTC) versus the SANBAG Board of Directors. A comparison of project schedules for projects whose RON packages were prepared by Caltrans ROW and legal staff and heard at the CTC versus those prepared by SANBAG staff and presented to the SANBAG Board ascertained that project schedules can be better controlled and maintained by using SANBAG's Board in lieu of the CTC for the adoption of RONs. Since the Board of Directors approved conducting RONs for the Interstate 215 Barton Road Interchange Project (Barton Road Project), the benefit of controlling the schedule on the Barton Road Project has been recognized. Staff is recommending that for the US-395 Phase I Project SANBAG serve as the responsible party for acquiring property in the San Bernardino County Transportation Commission's (Commission) name, exercising Eminent Domain, and conveying property, under the jurisdiction of Caltrans, to Caltrans at the conclusion of the project and disposal of surplus property. This amendment will not increase the overall cost of the project; however \$980,000 of Surface Transportation Program funds must be transferred from Caltrans ROW Support to SANBAG ROW support to fund the change in responsibility for vesting and condemnation.

Recommendations B and C:

To widen the US-395 to four lanes and add turn lanes between State Route 18 to Chamberlain Way, property is required from 62 property owners comprised of 100 parcel numbers at an estimated capital cost of \$4,893,000.00. The necessary ROW includes full property acquisition, partial property acquisition, permanent easements, and temporary easements. Staff is seeking authority to proceed with the acquisition of the required ROW in the name of the Commission and to perform associated activities, when necessary, such as relocation assistance, demolition of existing structures, property management, disposal of excess property, and environmental testing and remediation. Affected property owners and parcels are listed on Attachment "A".

From time to time, as the design develops the ROW needs change. As a result, the Attachment "A" listing will change. For the purposes of streamlining the process, staff recommends that updates to the listing be authorized by the Director of Project Delivery and published in the Mountain/Desert Policy Committee Agenda as an informational item.

Staff is recommending the approval of all recommendations to allow the acquisition of the property necessary for the Project to proceed in an efficient manner.

Financial Impact:

This item imposes no impact on the Fiscal Year 2015/2016 budget.

Reviewed By:

This item was reviewed and recommended for approval (7-0-1; Abstained: Lovingood) by the Mountain/Desert Policy Committee on February 12, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the amendment.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001175 Amendment No.: 1 Vendor No.: 00450
 Vendor/Customer Name: Caltrans Sole Source? Yes No
 Description: US-395 Phase I ROW Agreement
 Start Date: 3/4/2015 Expiration Date: 3/4/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001280

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 3/2/2016
 Board of Directors Action: Approve Amendment 1 to 15-1001175 with Caltrans

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Andrea Nieto

Attachment: 15-1001175-01 CSS (2574 : US-395 Phase I ROW Agreement Amendment 1)

CT AGREEMENT No 08-1599 A/1
 SANBAG AGREEMENT No 15-1001175
 Project No. 0813000220
 EA 0F631
 08-SBD-395-11.2/16.6

AMENDMENT NO. 1 TO AGREEMENT 08-1599

THIS AMENDMENT No. 1 (AMENDMENT), entered into and effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

San Bernardino Associated Governments, a public agency, acting in its capacity as the San Bernardino County Transportation Commission, referred to hereinafter as SANBAG.

RECITALS

1. CALTRANS and SANBAG collectively referred to as PARTNERS, entered into Agreement No. 08-1599 (AGREEMENT) on April 2, 2015, defining the terms and conditions of widening of US 395 from State Route 18 to Chamberlaine Way; widening US 395 from two to four lanes and adding left-turn channelization at intersections, will be referred to hereinafter as PROJECT.
2. PARTNERS now seek to amend the AGREEMENT to allow SANBAG to hear the Resolutions of Necessity (RON), and to also transfer \$980,000 Regional Surface Transportation Program (RSTP) funds from CALTRANS' R/W Support to SANBAG's R/W Support. This funding change is due to SANBAG now performing the condemnation activities in lieu of CALTRANS performing them.
3. A revised Spending Summary A/1 is attached and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 24 in the AGREEMENT is revised to read as follows:
 "24. CALTRANS will be responsible for completing the following R/W SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	OBLIGATION COST
220 Right of Way Engineering	Yes

2. Article 33 in the AGREEMENT is replaced in its entirety to read as follows:
 - “33. SANBAG agrees to first acquire any necessary rights-of-way in its own name. Prior to the closeout of this AGREEMENT, SANBAG shall transfer title to said rights-of-way to CALTRANS, free and clear of all encumbrances and liens, except as to those items which CALTRANS agrees are not in conflict with CALTRANS’ use for highway purposes. CALTRANS’ acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by SANBAG. The PARTNERS shall cooperate and use their best efforts to ensure the transfer of title of properties incorporated into the SHS right of way is accomplished no more than 90 days after presentation of properties for acceptance. Upon acceptance, SANBAG will provide CALTRANS with a Policy of Title Insurance in CALTRANS’ name.

3. Articles 33a and 33b are added to the AGREEMENT to read as follows:
 - “33a. SANBAG certifies that it is authorized to hear and, if appropriate, adopt Resolutions of Necessity for PROJECT. SANBAG agrees to be responsible for hearing and adopting Resolutions of Necessity for PROJECT. SANBAG is responsible for all work associated with hearing and adopting Resolutions of Necessity for PROJECT.”

 - “33b. SANBAG is responsible for conducting and documenting the functional equivalent of the CALTRANS’ District Condemnation Evaluation Meeting and the CALTRANS’ Condemnation Panel Review Meetings. CALTRANS’ Right of Way staff will be invited to any functional equivalent of a Condemnation Panel Review Meeting. CALTRANS’ concurrence is required, in advance, for any exception to CALTRANS’ or FHWA’s right-of-way policies, procedures, or standards.”

4. A revised Spending Summary A/1 is attached and made part of the AGREEMENT. Any reference to the Spending Summary in the AGREEMENT is deemed to refer to the revised Spending Summary A/1.

5. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

6. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

SIGNATURES

PARTNERS declare that:

- 1. Each partner is an authorized legal entity under California state law.
- 2. Each partner has the authority to enter into this agreement.
- 3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY ASSOCIATED
GOVERNMENTS ACTING AS THE SAN
BERNARDINO COUNTY TRANSPORTATION
COMMISSION

APPROVED

APPROVED

By: _____
John Bulinski
District 8 Director

By: _____
Ryan McEachron
Board President

APPROVED AS TO FORM

ATTEST

By: _____
Attorney
Department of Transportation

By: _____
Vicki Watson
Board Secretary

APPROVED AS TO FORM

CERTIFIED AS TO FINANCIAL TERMS

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Accounting Administrator

CONCURRENCE

CERTIFIED AS TO FUNDS

By: _____
Jeffery Hill
Procurement Manager

By: _____
Lisa Pacheco
District Budget Manager

* This fund type includes federal funds
Toll Credits will be used as match in the amount of
1,391,046

<u>SPENDING SUMMARY A/1</u>				
Fund Type	R/W Support		R/W CAPITAL	Totals
	CALTRANS	<u>SANBAG</u>	SANBAG	
State Funds				
RIP	\$0	\$0	\$5,550,000	\$5,550,000
Federal Funds				
RSTP *	\$640,000	\$2,520,000	\$2,790,040	\$5,950,040.
DEMO *	\$0	\$0	\$359,960	\$359,960
Local Funds				
Local	\$0	\$328,500		\$328,500
Totals	\$640,000	\$2,848,500	\$8,700,000	\$12,188,500

Funding Summary

Funding Source	Funding Partner	Funding Type	R/W Capital	R/W Support	R/W Engineering	R/W Condemna	Total by Fund Type
STATE	SANBAG	STIP/RIP	\$ 5,550,000	\$ -	\$ -	\$ -	\$ 5,550,000
FEDERAL	SANBAG	STP-L	\$ 2,790,040	\$ 1,540,000	\$ 640,000	\$ 980,000	\$ 5,950,040
FEDERAL	SANBAG	SAFETEALU-DEMO	\$ 359,960	\$ -	\$ -	\$ -	\$ 359,960
LOCAL	SANBAG	Measure I	\$ -	\$ 328,500	\$ -	\$ -	\$ 328,500
Total by Component			\$ 8,700,000	\$ 1,868,500	\$ 640,000	\$ 980,000	\$ 12,188,500

Note: Toll Credit to match DEMO and STP-L in each component

Spending Summary

Fund Type	R/W Support		R/W Capital		Totals
	Caltrans	SANBAG	Caltrans	SANBAG	
STIP/RIP	\$ -	\$ -	\$ -	\$ 5,550,000.00	\$ 5,550,000.00
STP-L	\$ 640,000.00	\$ 2,520,000.00	\$ -	\$ 2,790,040.00	\$ 5,950,040.00
Measure I	\$ -	\$ 328,500.00	\$ -	\$ -	\$ 328,500.00
SAFETEALU-DEMO	\$ -	\$ -	\$ -	\$ 359,960.00	\$ 359,960.00
Totals	\$ 640,000.00	\$ 2,848,500.00	\$ -	\$ 8,700,000.00	\$ 12,188,500.00

Note: SANBAG is the implementing agency for R/W

APN LOCATIONS

#	APN	OWNER	Land Use	City/Jurisdiction
1	3103-511-06	MOHREKESH OZZIE 2-21-6	VACANT LAND	Adelanto
2	3103-511-05	ADELANTO SENECA LAND LLC	VACANT LAND	Adelanto
3	3103-551-04	LEU LIU & ASSOCIATES	VACANT LAND	Victorville
4	3103-551-02	LEU LIU & ASSOCIATES	VACANT LAND	Victorville
5	3135-321-10	AGGARWAL MADAN MOHAN	VACANT LAND	Adelanto
6	3135-321-09	ANCONA SALVATORE & CAMILLA	VACANT LAND	Adelanto
7	3135-321-07	MOHREKESH OZZIE 02-21-06/TAHERI MEHDI	VACANT LAND	Adelanto
8	3135-321-05	YEN HENSEY S/OU GINAU PEI	VACANT LAND	Adelanto
10	3135-361-03	XMR INVESTMENTS LLC	VACANT LAND	Victorville
11	3135-361-02	ONG-VELOSO MARIQUITA L	VACANT LAND	Victorville
12	3135-361-01	ABADI ALEX	VACANT LAND	Victorville
13	3135-291-14	VILLA-ADELANTO	VACANT LAND	Adelanto
14	3135-291-13	ABADI WALNUT CREEK PROP	VACANT LAND	Adelanto
15	3135-291-11	LU HAWSHING 11-5-04	VACANT LAND	Adelanto
16	3135-291-10	SOUTHERN CALIFORNIA EDISON CO	VACANT LAND	Adelanto
17	3135-291-06	SOUTHERN CALIFORNIA EDISON CO	VACANT LAND	Adelanto
18	3135-291-03	SOUTHERN CALIFORNIA EDISON CO	VACANT LAND	Adelanto
19	3135-351-13	DORA LAND	VACANT LAND	Victorville
20	3135-351-07	DORA LAND	VACANT LAND	Victorville
21	3135-341-32	CHOI JEONG MAN/CHONG POK 8	VACANT LAND	Victorville
22	3135-341-17	CHOI JEONG MAN/CHONG POK 8	VACANT LAND	Victorville
23	3135-341-16	CITY OF VICTORVILLE (Owner of record shows Jin Hyuk Kim and Hyun Joon Shin)	VACANT LAND	Victorville
24	3135-341-01	ONG PHENG/TANG KEN	VACANT LAND	Victorville
25	3135-201-02	CHAN SIMMON/CHING JOHN K C & BARBARA K	VACANT LAND	Adelanto
26	3135-201-17	MOJAVE & 395 LLC	VACANT LAND	Adelanto
27	3135-201-15	ADELANTO TOWNE CENTER LLC	VACANT LAND	Adelanto
28	3135-201-13	ADELANTO TOWNE CENTER LLC	VACANT LAND	Adelanto
29	3135-201-10	ADELANTO TOWNE CENTER LLC	VACANT LAND	Adelanto
30	3135-201-09	ADELANTO TOWNE CENTER LLC	VACANT LAND	Adelanto
31	3135-201-08	ADELANTO TOWNE CENTER LLC	VACANT LAND	Adelanto
32	3128-591-01	PAR INTERNATIONAL ENTERPRISES INC	VACANT LAND	Victorville
33	3128-581-02	PAR INTERNATIONAL ENTERPRISES INC	VACANT LAND	Victorville

Attachment: Attachment A - US-395 Impacted APNs List (2574 : US-395 Phase I ROW Agreement Amendment 1)

APN LOCATIONS

#	APN	OWNER	Land Use	City/Jurisdiction
34	3128-541-12	BASTOROUS MAMDOH/BENJAMIN HANY (Owner of record shows Margaret Akhnoukh)	VACANT LAND	Adelanto
35	3128-541-11	AKHNOUKH MARGARET/ABDELMESSIH MENAS	VACANT LAND	Adelanto
36	3128-561-06	HUANG SAM 2-21-96/SONG LEGACY GIFT	VACANT LAND	Victorville
37	3128-561-01	KWAN 5 & 19/KWAN 08 & HUANG-KHALEELI 7 (Owner of record shows Mee Song, Song Legacy Gift Trust)	VACANT LAND	Victorville
38	3128-281-04	TANNER FRANK/SONJA 05 & 10	VACANT LAND	Adelanto
39	3128-281-03	YACOBUCCI VICTOR J SEP PROP 9 & 12	VACANT LAND	Adelanto
40	3128-531-12	WOOLSEY ROY B JR & LOUISE J	VACANT LAND	Adelanto
41	3128-241-12	DIPONIO JOHN & RITA M	VACANT LAND	Adelanto
42	3128-241-13	DIPONIO JOHN & RITA M	VACANT LAND	Adelanto
43	3128-241-08	CITY OF LOS ANGELES	MISCELLANEOUS	Adelanto
44	3128-241-04	DIPONIO JOHN & RITA M	VACANT LAND	Adelanto
45	3128-231-07	M & M ROSHAN FAMILY CHILDRENS6-2	VACANT LAND	Adelanto
46	3128-231-06	MEHDI MOSTAEDI	VACANT LAND	Adelanto
47	3128-231-05	STORAGE DIRECT PARTNERS III LLC	INDUSTRIAL	Adelanto
48	3128-231-04	HAN MOON SUK & N HEE	VACANT LAND	Adelanto
49	3128-221-05	ADELANTO PYRAMID III	VACANT LAND	Adelanto
50	3128-221-23	CITY OF ADELANTO / HIGH DESERT MAVERICKS BASEBALL TEAM	MISCELLANEOUS	Adelanto
51	3128-221-13	DISSOLVED AGENCY (TE) & ADELANTO (TE)	VACANT LAND	Adelanto
52	3128-221-14	DISSOLVED AGENCY (TE) & ADELANTO (TE)	VACANT LAND	Adelanto
53	3128-221-25	CITY OF ADELANTO	MISCELLANEOUS	Adelanto
54	3128-221-24	DISSOLVED AGENCY (TE) & ADELANTO (TE)	MISCELLANEOUS	Adelanto

APN LOCATIONS

#	APN	OWNER	Land Use	City/Jurisdiction
55	0459-342-19	INTERMOUNTAIN POWER AGENCY	VACANT LAND	Adelanto
56	0459-342-05	MOON KRISTY/MOON JENNY	VACANT LAND	Adelanto
57	0459-342-03	ABADI ALEX	VACANT LAND	Adelanto
58	0459-342-11	MURTHORNE PROPERTIES INC	VACANT LAND	Adelanto
59	0459-352-11	KINGSFORD STREET INVESTORS LLC	VACANT LAND	Adelanto
60	0459-352-09	KINGSFORD STREET INVESTORS LLC	VACANT LAND	Adelanto
61	0459-352-03	KINGSFORD STREET INVESTORS LLC	VACANT LAND	Adelanto
62	0459-352-23	KINGSFORD STREET INVESTORS LLC	VACANT LAND	Adelanto
63	0459-254-11	ABDELKARIM HAYTHAM	COMMERCIAL	Adelanto
64	0459-253-23	ROCK FOUNDATION	VACANT LAND	Adelanto
65	0459-253-22	RODRIGUEZ EVERARDO	RESIDENTIAL	Adelanto
66	0459-253-21	RCN3 12 & 13/RCN3 07	RESIDENTIAL	Adelanto
67	0459-253-20	MORRISON CINDY M	RESIDENTIAL	Adelanto
68	0459-141-03	GREAM MILLIARD A R & LAVONDA	VACANT LAND	Adelanto
69	0459-141-31	CAPRI MOBILE HOME PARK LLC	VACANT LAND	Adelanto
70	0459-141-26	MOBILE HOME PARK / multiple owners listed	COMMERCIAL	Adelanto
71	3128-551-02	THE WANG FAMILY TRUST 2006, MEI FANG WANG	VACANT LAND	Adelanto
72	3128-551-04	MEI FANG WANG	VACANT LAND	Adelanto
73	3128-541-10	THE WANG FAMILY TRUST 2006	VACANT LAND	Adelanto
74	3128-231-03	BALLPARK STORAGE LLC	INDUSTRIAL	Adelanto
75	3128-541-08	JONG PARK, JUNG PARK	VACANT LAND	Adelanto
76	3128-241-11	JOHN DIPONIO, RITA DIPONIO	VACANT LAND	Adelanto
77	3135-351-01	CAROLINE KEY, JACKIE CHUNG	VACANT LAND	Adelanto
78	3135-351-02	VICTORVILLE HOLDINGS LLC	VACANT LAND	Adelanto
79	3128-571-05	GREGORY BASIL BOOKASTA, BASIL GREGORY BOOKASTA REVOCABLE TRUST	VACANT LAND	Adelanto
80	3128-571-06	GREGORY BASIL BOOKASTA, BASIL GREGORY BOOKASTA REVOCABLE TRUST	VACANT LAND	Adelanto
81	3128-571-01	KIMBAO INCORPORATED	VACANT LAND	Adelanto
82	3128-571-02	DANIEL WEN PING YEH, IRENE YUN CHING	VACANT LAND	Adelanto
83	0459-342-08	CITY OF LOS ANGELES	MISCELLANEOUS	Adelanto
84	0459-342-15	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	Adelanto
85	0459-342-16	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	Adelanto

Attachment: Attachment A - US-395 Impacted APNs List (2574 : US-395 Phase I ROW Agreement Amendment 1)

APN LOCATIONS

#	APN	OWNER	Land Use	City/Jurisdiction
86	0459-342-17	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	Adelanto
87	0459-342-18	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	Adelanto
88	0459-342-21	ASSETTS CORP OF AMERICA INC	VACANT LAND	Adelanto
89	0459-342-22	ASSETTS CORP OF AMERICA INC	VACANT LAND	Adelanto
90	0459-342-23	ASSETTS CORP OF AMERICA INC	VACANT LAND	Adelanto
91	0459-342-24	ASSETTS CORP OF AMERICA INC	VACANT LAND	Adelanto
92	0459-222-02	LEIGH INVESTMENTS LLC	RESIDENTIAL	Adelanto
93	0459-222-03	MILORAD PETROVIC, SANDRA MILORAD	COMMERCIAL	Adelanto
94	0459-222-04	KANTABA HOSPITALITY LLC	COMMERCIAL	Adelanto
95	0459-182-25	ROMAN CATHOLIC BISHOP OF SAN BERNARDINO	MISC/RELIGIOUS	Adelanto
96	0459-182-02	SUCCESSOR AGENCY/DISSOLVED ADELANTO	MISCELLANEOUS	Adelanto
97	0459-182-18	CITY OF ADELANTO	VACANT LAND	Adelanto
98	0459-182-23	SUCCESSOR AGENCY/DISSOLVED	VACANT LAND	Adelanto
99	0459-182-27	CITY OF ADELANTO	VACANT LAND	Adelanto
100	0459-182-28	CITY OF ADELANTO	VACANT LAND	Adelanto

Minute Action

AGENDA ITEM: 13

Date: *March 2, 2016*

Subject:

Development Mitigation Annual Report for Fiscal Year Ending June 30, 2015

Recommendation:

Receive information on the Development Mitigation Annual Report for Fiscal Year ending June 30, 2015.

Background:

Preparation of the Development Mitigation Annual Report is an on-going requirement of the SANBAG Congestion Management Program (CMP). The Valley and Victor Valley jurisdictions are required to provide information on development activity and the expenditure of development mitigation funds on projects contained in the Nexus Study over the past fiscal year. This agenda item provides a summary of the Valley and Victor Valley jurisdictions Development Mitigation Annual Reports. Table 1 presents development mitigation data for each Valley and Victor Valley jurisdiction and Figure 1 presents a historical reference of development mitigation fees. City data is provided in Table 1 on the first page, and County data is provided on the second page, organized by sphere of influence.

Implementation and maintenance of a development mitigation program is required of each local jurisdiction in the Valley and Victor Valley to maintain conformance with the SANBAG Land Use/Transportation Analysis Program of the CMP. Failure to submit the annual Development Mitigation Annual Report would result in non-compliance with the provisions of the Development Mitigation Program and other provisions in the CMP.

Based on the information provided to SANBAG by the jurisdictions submitting reports, \$41,970,816 in development mitigation fees for transportation projects was collected and \$30,468,319 of development mitigation fees was expended on Nexus Study projects during Fiscal Year ending June 30, 2015. Of the approximately \$42.0 million of transportation related development impact fees collected by local jurisdictions, a portion of the fees are associated with local projects that were not included in the Nexus Study, which addresses only regional projects. Therefore, not all of the fees will be expended on Nexus Study projects. The \$41,970,816 of development mitigation represents a 63.3% increase in development mitigation revenue from the \$28,687,208 collected in Fiscal Year 2013/2014 which was a 37% increase from Fiscal Year 2012/2013 revenue.

Since the implementation of the SANBAG Development Mitigation Program in Fiscal Year 2006/2007, a total of \$230,121,854 has been collected and a total of \$164,050,727 in development mitigation has been expended on projects contained in the SANBAG Development Mitigation Nexus Study. It should be noted that some of the data on quantities of development

Entity: CMA

Board of Directors Agenda Item

March 2, 2016

Page 2

(units and square footage) could not be included in the table because it did not fit standard development type categories. However, all the fees for these developments were included.

The Development Mitigation Annual Report is an attempt to secure information on development fees collected and expended on Nexus Study projects in a manner that is less formal than a full audit. Overall, the annual reporting has been informative and provides the mechanism for SANBAG staff to monitor the level of development contributions being generated by local jurisdictions for projects included in the Nexus Study. Accurate and reliable information is imperative for implementation of the Measure I Valley Freeway Interchange, the Valley Major Street, Victor Valley Major Local Highway and Victor Valley Local Street Programs as outlined in the Measure I 2010-2040 Strategic Plan.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2015-2016 budget as part of Task 0203. The Development Mitigation Program is an essential element of the funding for projects contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By:

This item was received by the General Policy Committee on February 10, 2016.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Attachment 1

Table 1
City/Town Development Mitigation Summary Table
For the Year Ending June 30, 2015

City/Town	Number of Single Family Units Permitted	Number of Multi-Family Units Permitted	Square Feet of Commercial Permitted	Square Feet of Office Permitted	Square Feet of Industrial Permitted	Fees Collected in FY 14/15*	Fees Expended on Nexus Projects in FY 14/15	Cumulative Development Mitigation Revenue**	Cumulative Development Mitigation Expenditures On Nexus Projects***
Adelanto	116	0	8,822	0	5,750	\$862,868	\$0	\$3,566,191	\$0
Apple Valley	99	0	0	55,502	0	\$508,989	\$277,224	\$8,064,190	\$5,413,891
Chino	433	600	840	0	2,734,777	\$9,524,240	\$0	\$35,227,972	\$465,976
Chino Hills	46	4	0	0	0	\$11,050	\$0	\$191,386	\$4,949,814
Colton	25	0	0	29,281	11,250	\$235,211	\$36,504	\$2,240,550	\$64,950
Fontana	349	127	53,870	133,073	1,102,171	\$3,937,989	\$9,349,388	\$36,209,062	\$36,123,078
Grand Terrace	0	12	4,345	0	12,600	\$120,832	\$34,600	\$1,184,567	\$277,790
Hesperia	81	0	43,456	0	910	\$885,609	\$654,742	\$12,488,160	\$26,811,496
Highland	286	0	4,940	0	0	\$58,424		\$4,149,611	\$0
Loma Linda	0	0	19,049	1,423	0	\$281,991	\$0	\$3,069,344	\$2,643,404
Montclair	12	39	0	7,894	124,240	\$180,274	\$0	\$1,625,323	\$0
Ontario	329	496	31,100	26,002	969,253	\$2,143,033	\$7,197,186	\$24,853,033	\$16,264,510
Rancho Cucamonga	512	64	16,560	19,950	1,851,900	\$7,803,604	\$305,761	\$20,933,617	\$4,794,239
Redlands	68	3	16,639	1,728	1,786,023	\$2,637,606	\$2,563,077	\$10,223,146	\$4,422,015
Rialto	12	0	22,659	0	3,170,931	\$3,610,652	\$2,219,874	\$10,296,346	\$5,827,751
San Bernardino	1	76	0	101,826	839,932	\$1,729,636	\$4,156,495	\$11,411,190	\$7,629,064
Upland	53	54	0	0	0	\$164,038	\$0	\$1,219,213	\$1,353,927
Victorville	67	0	28,000	0	0	\$513,727	\$2,836,933	\$19,364,988	\$39,529,921
Yucaipa	92	0	0	0	67,082	\$827,080	\$269,579	\$4,286,369	\$5,722,364
Total	2,581	1,475	250,280	376,679	12,676,819	\$36,036,852	\$29,901,362	\$210,604,256	\$162,294,189

* May include fees from other sources not listed in the summary table

** Only includes revenue collected beginning FY06/07

*** Only includes expenditure of development mitigation fees

Attachment: DMAR Attachment 1 (2588 : DMAR Annual Update)

**Table 1, Continued
San Bernardino County Sphere Development Mitigation Summary Table
For the Year Ending June 30, 2015**

City/Town	# of Single Family Units Permitted	# of Multi-Family Units Permitted	Square Feet of Commercial Permitted	Square Feet of Office Permitted	Square Feet of Industrial Permitted	Fees Collected in FY 14/15*	Fees Expended on Nexus Projects in FY 14/15	Cumulative Development Mitigation Revenue**	Cumulative Development Mitigation Expenditures On Nexus Projects***
Adelanto Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Apple Valley Sphere	8	0	0	0	0	\$41,972	\$0	\$527,354	\$0
Chino Sphere	0	0	0	0	0	\$0	\$0	\$219,882	\$0
Colton Sphere	0	0	0	0	0	\$0	\$0	\$6,081	\$0
Devore/Glen Helen	2	0	0	0	0	\$12,826	\$8,000	\$71,020	\$44,540
Fontana Sphere	1	1	0	0	893,248	\$1,414,354	\$249,957	\$2,677,967	\$406,262
Hesperia Sphere	22	0	0	0	0	\$221,320	\$0	\$893,816	\$622,315
Loma Linda Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Montclair Sphere	0	0	0	0	0	\$0	\$0	\$30,050	\$0
Redlands Sphere	2	0	0	0	0	\$14,126	\$0	\$240,999	\$0
Redlands Donut Hole	0	0	296,146	0	1,675,782	\$3,243,043	\$0	\$5,962,056	\$0
Rialto Sphere	11	107	0	0	23,157	\$870,414	\$309,000	\$3,507,873	\$1,231,319
San Bernardino Sphere	3	0	0	0	2,880	\$14,149	\$0	\$449,252	\$0
Upland Sphere	6	0	0	0	0	\$6,930	\$0	\$167,360	\$0
Victorville Sphere	14	0	0	0	8,955	\$94,830	\$0	\$312,022	\$0
Yucaipa Sphere	0	0	0	0	0	\$0	\$0	\$0	\$253,918
Total	69	108	296,146	0	2,604,022	\$5,933,964	\$566,957	\$15,065,733	\$2,558,354

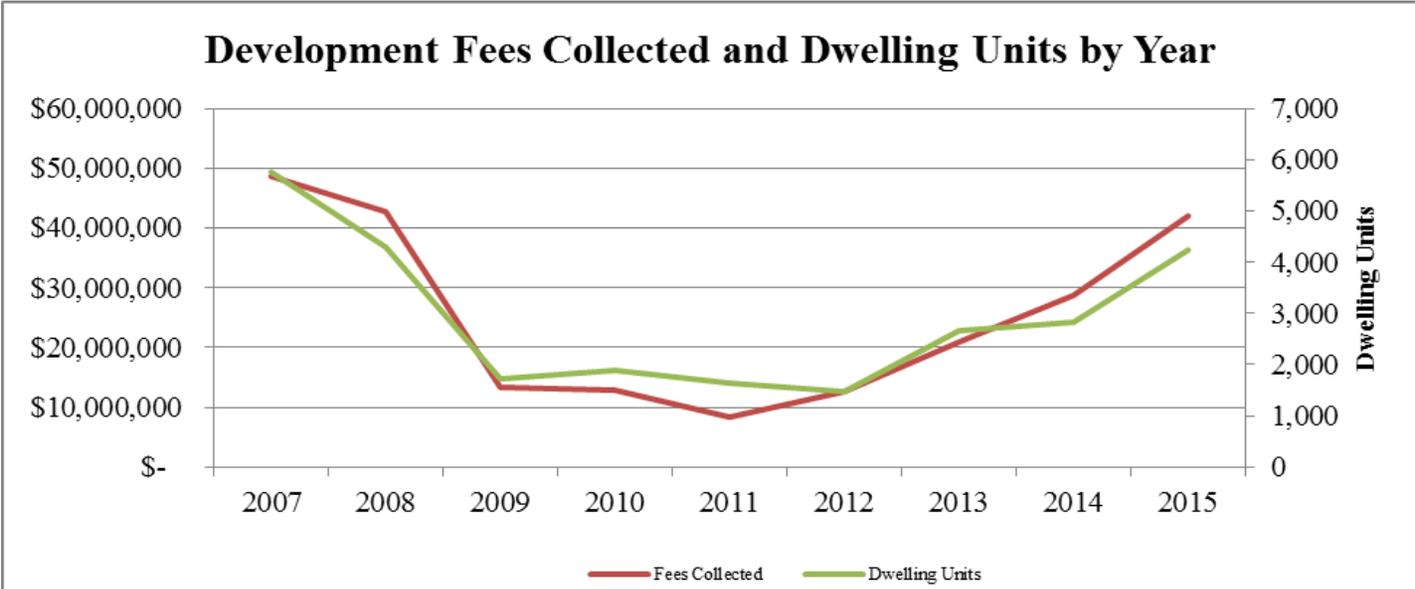
* May include fees from other sources not listed in the summary table

** Only includes revenue collected beginning FY06/07

*** Only includes expenditure of development mitigation fees

Attachment: DMAR Attachment 1 (2588 : DMAR Annual Update)

Figure 1
Development Mitigation Fee Trends



Attachment: DMAR Attachment 1 (2588 : DMAR Annual Update)

Minute Action

AGENDA ITEM: 14

Date: *March 2, 2016*

Subject:

San Bernardino Transit Center Right-of-Way Allocation

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, allocate \$882,400 of Local Transportation Funds to fund right-of-way purchases for the San Bernardino Transit Center.

Background:

Although construction of the San Bernardino Transit Center (SBTC) is complete and construction of Downtown San Bernardino Passenger Rail Project (DSBPRP) is underway, the right-of-way (ROW) activities continue. As the two projects are located next to each other, there are many right-of-way activities that affect both projects.

In December 2012 the SANBAG Board of Directors allocated \$6,587,000 to fund ROW activities related to DSBPRP and \$2,000,000 related to SBTC. Subsequently, in February 2013 the Board of Directors allocated another \$1,957,573 to fund additional properties not originally part of the ROW acquisition process. In July 2013, an additional \$1,500,000 was allocated to ROW activities resulting in a total allocation today of \$12,044,573.

As ROW activities and negotiations continue, staff has determined additional funding is needed specifically for the SBTC share of costs associated with one outstanding parcel. As such, staff is requesting an additional \$882,400 of Valley Local Transportation Funds be allocated. If the requested allocation is approved, the total allocation will be increased to \$12,926,973. Staff anticipates amending the SBTC Funding Agreement, Contract No. R14070, with Omnitrans in order to memorialize the additional funding required, including this additional SANBAG contribution to the SBTC project.

Financial Impact:

This item is not consistent with Fiscal Year 2015/2016 adopted budget. An administrative budget transfer of \$545,000 is needed from Task No. 0323-Downtown San Bernardino Passenger Rail Project to Task No. 0322-San Bernardino Transit Center.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on February 11, 2016. SANBAG's General Counsel and Procurement Manager have reviewed and approved this item.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Entity: CTC

Board of Directors Agenda Item
March 2, 2016
Page 2

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 00-1000768 Amendment No.: _____ Vendor No.: 2954
 Vendor/Customer Name: adminrow-ADMINISTRATIVE RIGHT OF WAY CONTRACT Sole Source? Yes No
 Description: DSBPRP/SBTC ROW
 Start Date: 12/5/2012 Expiration Date: 12/31/2016 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 6,587,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ 12,044,573.00	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 882,400.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 12,926,973.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 12,926,973.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 3/2/2016
 That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Commission allocate \$882,400 of Local Transportation Funds to fund right-of-way purchases for the Downtown San Bernardino Passenger Rail Project and the San Bernardino Transit Center.
 Board of Directors Action: _____

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Victor Lopez

Attachment: 00-1000768_Contract Summary Sheet (2604 : Additional Allocation for DSBPRP and SBTC Right-of-Way)

Minute Action

AGENDA ITEM: 15

Date: *March 2, 2016*

Subject:

Award Contract 16-1001329 with Nossaman, LLP for the Redlands Passenger Rail Project Right-of-Way Legal Services

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority, approve Contract No. 16-1001329 with Nossaman, LLP for a five year term in an amount not-to-exceed \$3,000,000 for Legal Services for the Redlands Passenger Rail Project Right-of-Way Acquisitions.

Background:

With the San Bernardino Associated Governments (SANBAG) Board of Directors identifying the Redlands Passenger Rail Project (RPRP) as one of its priority projects and RPRP having cleared environmental review in March 2015, staff is moving forward with the delivery of the project. As SANBAG staff begins the final design efforts for RPRP it is important to also begin the right-of-way acquisition process for parcels needed to implement the project.

Procuring legal services to support the acquisition of right-of-way early in the process allows a project to progress more seamlessly with final design and reduces the amount of legal work that is ultimately required at the end of the acquisition process. Early action with regard to right-of-way acquisition greatly reduces the risk of construction delays.

The firm recommended by the Evaluation Committee for contract award based on technical abilities and interviews is Nossaman, LLP.

The Request for Proposals (RFP) 16-1001329 was released on September 29, 2015, and was sent electronically to approximately sixteen (16) consultants registered on Planet Bids. The solicitation was issued in accordance with current SANBAG policies and procedures for procurement of professional services. Eight (8) proposals were received and were all deemed responsive after a review conducted by the Procurement Analyst.

The Evaluation Committee members met on November 18, 2015 and discussed each proposal according to the evaluation criteria, including the proposals' strengths and weaknesses. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience and References of the Firm - 20%; Proposed Staffing and Projection Organization - 30%; Work Plan - 30%; and Price 20%. Because of the scoring, the firms were ranked in order of technical merit, and a short-list was developed. Four (4) firms were short-listed and invited to interview.

Interviews were conducted with the short-listed firms on December 3, 2015. Interviews were 50 minutes in length; which consisted of a 15 minute 'opening statement/presentation' by the firms, followed by 30 minutes of questions and answers, and 5 minutes of 'closing statements'

Entity: CTA

Board of Directors Agenda Item

March 2, 2016

Page 2

by the firms. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the technical proposal and interviews was 40% for proposals, and 60% for interviews.

The highest ranked firm, Nossaman, LLP, is being selected due to their thorough understanding of the scope of work and knowledge of the critical right-of-way needs of the Redlands Passenger Rail Project. The firm also presented a depth of key staff that will contribute to the project.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work as outlined in the Request for Proposals 16-1001329, be awarded to Nossaman, LLP in an amount of \$3 million to be funded with Measure I Metrolink-Rail Program funds. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team; and therefore ranked first in overall score. Evaluation forms are located in the Contract Audit File.

Financial Impact:

This item is consistent with the Fiscal Year 2015/2016 SANBAG Budget. Additional budget authorization will be requested in future fiscal years to account for this contract.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on February 11, 2016. SANBAG's General Counsel and Procurement Manager have reviewed this item and the associated Contract No. 16-1001329.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001329 Amendment No.: n/a Vendor No.: 01519
 Vendor/Customer Name: Nossaman, LLP Sole Source? Yes No
 Description: Right-of-Way Legal Services for the Redlands Passenger Rail Project
 Start Date: 3/2/2016 Expiration Date: 6/30/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 3,000,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 3,000,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 3,000,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 3/2/2016
 Board of Directors Action: Approve Contract 16-1001329

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Justin Fornelli

Attachment: Contract Summary Sheet (2603 : Award Contract 16-1001329 with Nossaman LLP for RPRP Right-of-Way Legal Services)

EXHIBIT A
SCOPE OF SERVICES

PROJECT OVERVIEW

The San Bernardino Associated Governments (SANBAG), acting as the County Transportation Authority (“Authority”), will seek legal support from Attorney to assist with the acquisition of the right-of-way for the Redlands Passenger Rail Project (RPRP).

The Authority has completed the preliminary engineering and obtained environmental clearance for RPRP through the NEPA and CEQA processes and is set to begin the final engineering of the project, which will include the identification of properties needed to be acquired to implement the project. The RPRP will extend approximately nine miles along right-of-way owned by SANBAG from the San Bernardino Transit Center, currently under construction at the intersection of Rialto Ave and E Street in San Bernardino, to the University of Redlands in the City of Redlands.

As part of the right-of-way acquisition process, Attorney must fully advise the Authority as to the effects and applicability of, and ensure that the Authority is in compliance with, all applicable state and federal laws relating to its acquisition, use, activities upon, and disposal of any real property interests, whether permanent or temporary, related to the RPRP project, including, but not limited to:

- i. California Constitution Art. I, § 19;
- ii. The California Eminent Domain Law (Code Civ. Proc., §§1230.010 et. seq.);
- iii. The Uniform Relocation Assistance Act and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (42 U.S.C § 4601 et seq.); and
- iv. State relocation laws and implementing regulations (Gov. Code, §§ 7260 et seq., Cal. Code Regs., tit. 25, §§ 6000 et seq.)

(hereinafter collectively referred to as the “Acquisition Regulations”).

SCOPE OF SERVICES

The legal services to be provided to the Authority concerning the right-of-way acquisition related to the RPRP are to include all customary, necessary and/or desirable services related to negotiated purchases and/or eminent domain proceedings at the direction of, and coordinated with the Authority’s General Counsel. The Authority reserves the right to engage other firms or attorneys to perform the same or similar work for the RPRP project and therefore the services shall also include full professional cooperation and coordination with such other firms or attorneys, if any. The services may include but shall not be limited to any or all of the following:

- Review of property title of potential or actual Alignment Property (or be available to answer questions) with appraiser before appraisal takes place to address any legal issues that the appraiser might have – e.g., valid easements, title issues;
- Review appraisals and legal descriptions provided by right-of-way/design consultant, when finished;
- Review, prepare, and present SANBAG Board items that are requesting approval of appraisals and authorize purchase of Alignment Property;

- Review offers to be made to property owners and assist right-of-way/design consultant with property negotiations, as requested;
- Review all purchase and sale documents, possession and use documents and right-of-entry documents required for acquisition of the Alignment Property;
- If needed, prepare Resolution(s) of Necessity and any supporting documents required for said Resolution(s);
- If needed, review, prepare, and present materials to Authority's Board for all hearings on Resolution(s) of Necessity;
- If needed, prepare eminent domain complaint and all necessary documents to obtain prejudgment possession;
- If needed, litigate and conduct trial for any portion of the right-of-way acquisition process that occurs within the court system, including but not limited to right-to-take challenges, stipulated orders for possession/judgment, and valuation;
- Provide overview (and general advice) of property acquisition procedures and ensure compliance with the federal and state Acquisition Regulations;
- If needed, provide overview (and general advice) of eminent domain procedure and ensure compliance with the federal and state Acquisition Regulations;
- Prepare and present support materials to the Authority's Board of Directors' meetings (closed or open sessions);
- Prepare or review any contracts and conveyance documents that may be required to ensure that all necessary right-of-way has been acquired and is ready and useable for the purposes of the RPRP project, including but not limited to, contracts with property owners, tenants, other private individuals and entities, local jurisdictions such as cities, the County of San Bernardino, and public utility agencies, California Department of Transportation (Caltrans), BNSF Railway, Southern California Regional Rail Authority (Metrolink), private utility companies, and state and federal agencies, and;
- Such other matters as may be assigned by the Authority or its General Counsel.

Minute Action

AGENDA ITEM: 16

Date: *March 2, 2016*

Subject:

Request for Proposals for Construction Management Services for the Redlands Passenger Rail Project

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority, approve the release of Request for Proposals (RFP) No. 16-1001440 for Construction Management services related to the construction of the Redlands Passenger Rail Project.

Background:

San Bernardino Associated Governments (SANBAG) has commenced with the implementation of the Redlands Passenger Rail Project (RPRP) and has procured the services of several firms to assist in delivering the project; including project management, design, outreach, and legal services. As design of RPRP progresses, SANBAG staff is seeking approval to release a Request for Proposals (RFP) to procure a Construction Management Consultant (CMC) to assist with the implementation of the Project. The CMC will be tasked with not only managing the construction of the Project but also an early utility relocation project to accommodate the future construction of RPRP and performing reviews of design documents as they relate to constructability and construction estimates.

SANBAG is using lessons learned from the construction of the Downtown San Bernardino Passenger Rail Project (DSBPRP) and the Omnitrans sbX Project to implement a strategy of beginning utility relocations prior to awarding the construction contract for RPRP. Schedule delays and additional costs were realized on both of these projects due to complications with encountering unforeseen utilities and utility conflicts. Completion of a stand-alone utility relocation project reduces the risk of change orders, delays, and increased costs associated with encountering unforeseen or unidentified utilities during the construction of RPRP. Since the design work associated with the early utility relocation package is slated to be completed in the summer to fall of 2016, procurement of a CMC to provide oversight of the utility relocation contractor should begin immediately.

After completing the oversight of the early utility relocations, the CMC will transition to performing constructability reviews of the final design documents and provide assistance in developing detailed construction contract specifications and terms for RPRP. The CMC will provide assistance during the bidding of the construction contracts for RPRP and will ultimately provide oversight of all the contractors needed to construct RPRP, except those needed for the Vehicle Maintenance Facility. CMC services for the Vehicle Maintenance Facility will be procured separately.

Entity: *CTA*

Board of Directors Agenda Item

March 2, 2016

Page 2

SANBAG staff is requesting the authorization to release RFP No. 16-1001440 for CMC services using the attached Scope of Services in Exhibit A.

Financial Impact:

This item has no impact on the Fiscal Year 2015/2016 SANBAG Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on February 11, 2016. SANBAG's General Counsel and Procurement Manager have reviewed this item and the Scope of Services.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Exhibit A

**REDLANDS PASSENGER RAIL PROJECT
CONSTRUCTION MANAGEMENT SERVICES – SCOPE OF WORK
RFP No. 16-1001440**

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SANBAG
- G. AVAILABILITY AND WORK HOURS
- H. LIMITATIONS TO AUTHORITY
- I. THIRD PARTY RELATIONSHIPS
- J. CONSTRUCTION SITE SAFETY

A. DESCRIPTION OF SERVICES

The San Bernardino Association of Governments (SANBAG) will utilize the services of a Construction Management Consultant (CMC) to support the construction activities for the Project. The CMC will provide construction management, materials testing, and support SANBAG's public outreach for the Project. A description of the Project is given below.

A.1 Redlands Passenger Rail Project

The Redland Passenger Rail Project (RPRP) will be constructed and operate on the rail corridor near and along Interstate 10 (I-10) and is the segment of railroad in San Bernardino County stretching from the Downtown San Bernardino Transit Center (DSBTC), at MP 1.0, east to the University of Redlands, MP10.0. The project is located entirely in the County of San Bernardino and traverses the cities of San Bernardino and Redlands, California.

The Project extends along an existing railroad right-of-way (ROW) owned by SANBAG and commonly referred to as the Redlands Subdivision and proposes the operation of passenger rail service with five station stops. SANBAG also proposes the replacement of the existing railroad tracks and ties, reconstruction or rehabilitation of existing bridge structures, drainage improvements, at-grade roadway crossing and safety improvements, including the implementation of Quiet Zones, passenger stations, and improvements to pedestrian access. The RPRP construction project also involves building a new wayside signal and communications system that includes positive train control (PTC), procuring a fare collection system, and procuring diesel multiple unit (DMU) passenger train sets. Construction of these various improvements is anticipated to start in 2017 with operations beginning in 2020. The project will also include separate construction contracts to complete utility relocations and demolition of existing buildings to accommodate RPRP. The utility relocation and demolition construction contracts are anticipated to be released in the summer of 2016 and will be managed by the CMC.

A.2 Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; materials testing, landscape inspection, contractor interface and contract administration; office engineering; supporting SANBAG's public outreach services and other assorted duties as appropriate in managing construction of railroad passenger rail capital improvement project.

It is expected that the CMC will assign a full-time Project Manager to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. Only the Project Manager is required to be licensed as a Professional Engineer in the State of California at the time of proposal submittal through the duration of the contract. The CMC is expected to provide the necessary personnel to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the CMC shall provide a public outreach liaison to assist SANBAG's Public Information Office, and the Cities of Redlands, Loma Linda and San Bernardino in

implementing the Public Outreach Program established for this project.

Insofar as the CMC's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the CMC. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project.

SANBAG anticipates that the total contract will be approximately 53 months in duration, with preconstruction services starting in June 2016, utility relocations and building demolition construction contracts beginning in the summer of 2016, and the mainline construction starting in 2017 and ending in 2020 followed by closeout activities not exceeding three months.

CMC shall provide qualified construction management and inspection, materials testing, and support SANBAG's public relations personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

SANBAG has designated a Project Manager to coordinate all construction activities.

The CMC shall report to and receive direction from SANBAG through the Project Manager, or his/her designees. The SANBAG Project Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Project Manager will be the main contact and primary source of information between the CMC and other SANBAG consultants working on the Project, and Project stakeholders; supporting- CMCs and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CMC shall furnish a Project Manager to coordinate CMC operations with SANBAG. The Project Manager shall be responsible for all matters related to CMC personnel and operations. The Project Manager may also serve as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibility, as needed. The Resident Engineer shall be in responsible charge of construction management and construction activity within the Project.

The number of CMC personnel assigned to the Project will vary throughout the duration of the contract. CMC personnel will be assigned, in varying levels of responsibility, as needed by the CMC to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CMC will jointly determine the quality and quantity of services that are required by CMC personnel. Personnel selected for assignment by CMC shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CMC personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

Key CMC personnel as identified by SANBAG and the CMC shall not be transferred from the Project unless approved in writing by SANBAG. SANBAG shall have the authority to penalize the CMC up to \$25,000 for removal of key CMC staff from the Project without prior SANBAG approval.

If CMC personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project approved by SANBAG.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CMC personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CMC personnel. The Project Manager, with prior concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CMC personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime pre-planned by CMC personnel shall be approved and authorized by SANBAG prior to each occurrence. If extraordinary circumstances require CMC overtime, the time along with an explanation shall be submitted to SANBAG within five (5) working days of the incident.

CMC personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CMC personnel shall cooperate and consult with SANBAG, State, Federal, and City officials during the course of the Project. CMC personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications and all appropriate State and Federal rules and regulations. CMC personnel shall keep accurate and timely records and document all work performed by the Contractor and CMC.

CMC shall monitor for Contractor's compliance with the labor standards provisions of the Projects and the related wage determination decisions of the Secretary of Labor.

CMC personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions. CMC will coordinate traffic handling with local agencies.

All services required herein shall be performed in accordance with Southern California Regional Rail Authority (SCRRA), California Public Utilities Commission (CPUC), Federal Railroad Administration (FRA), Federal Transit Administration (FTA), and where applicable, California Department of Transportation (Caltrans) guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

B.1 Materials Testing & Source Inspection:

The number of field testing and source inspection personnel assigned to the Project will vary throughout the duration of the construction contracts. CMC certified materials testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractors.

Materials Testing/Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CMC personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing/source inspection quality throughout each phase of the Project. CMC is therefore encouraged to provide, where ever and whenever possible, the same personnel for the duration of each construction contract.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CMC will not provide services unless authorized by the SANBAG Project Manager.

Resumes of materials testing/source inspection personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

CMC shall be responsible for drafting a Source Inspection Quality Management Plan (SIQMP) to match the Project requirements, which outlines the approach to source inspection and the roles and responsibilities of the source inspection personnel. CMC shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

B.2 Construction Surveying

CMC shall review and provide Quality Assurance and Quality Control of the Contractor's construction surveys for the Project. All services required herein shall be performed in accordance with SCRRA guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

C. DUTIES AND RESPONSIBILITIES

The following scope of work is divided into three phases: Pre-Construction, Construction, and Post-Construction. This generalized scope of work does not list all of the CMC responsibilities. CMC shall provide complete and comprehensive construction management services for each phase of work, for each construction contract issued by SANBAG to complete the Project.

C.1 Phase 1 – Pre-Construction Services

Immediately following receipt of the NTP, the CMC shall establish the field office with staff that includes the full-time Project Manager and staff as directed by SANBAG to complete the following items.

- a. Create a complete Construction Management (CM) Procedures Manual modeled after similar mainline commuter rail projects, including but not limited to, the Downtown San Bernardino Passenger Rail Project. At a minimum, it should address the control and management of construction related documents, including: Requests for Information; Change Orders; Contractor Submittals; Construction Photos; Operations and Maintenance Manuals; As-built drawings and Project Record Documents. This document shall follow and implement appropriate guidelines in the latest FTA "Project and Construction Management Guidelines"
- b. Perform constructability analysis of the 65% and 90% complete construction documents. The Mainline Design Consultant (MDC) will support this analysis and coordinate with the CMC on

- appropriate plan, specification and bid item revisions.
- c. Participate in risk management sessions to identify and mitigate against construction risk and hazards.
 - d. Per the specifications, create a project construction schedule detailing phasing and tasks and sub-tasks for each phase. Include all work items from contractor, SANBAG, 3rd parties and CMC work items.
 - e. Support Bid/Award Process – Assist SANBAG and MDC in responding to bid addenda, and bid analysis, pre-qualification of contractors, and recommend award of the construction contracts to the Board.
 - f. Prior to construction and during the constructability reviews, coordinate with MDC in conducting an existing conditions surveys identifying potential adverse impacts to schedule and costs and report theses to SANBAG.
 - g. Assist SANBAG with coordination of the pre-bid meeting. Assist in responses to contractor’s questions during the bid period.
 - h. Attend Pre-construction meetings as requested.
 - i. Document existing conditions through digital still photography and submit all photos in digital format to SANBAG prior to start of construction.
 - j. Perform site reconnaissance and review contract document provisions for site access, staging, parking, utilities, etc. and make recommendations for items to be included in the construction contract documents.
 - k. Review utility relocation requirements and provide recommendations for structuring the relocation scope of work that will be included in the construction contract documents.
 - l. Monitor all Construction Environmental Control Plan requirements (address all NEPA/CEQA mitigation and permit requirements as listed in the specifications) with the MDC.
 - m. Prior to construction, assist MDC with environmental surveys (prior to start of construction).
 - n. Prepare a CM Quality Assurance/Quality Control (QA/QC) Plan, including review and audits of construction contractor QA/QC plan. The CMC’s QA/QC Plan shall be developed in accordance with “FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines” and shall be consistent with SANBAG’s Program Management Plan (PMP) and Quality Assurance Program. See Section C.01.2.7 Quality Assurance/Quality Control (QA/QC) Requirements for additional requirements.
 - o. Review contract requirements for Contractor Safety Plan used to govern job-site safety during the construction process.
 - p. Review project specific testing requirements to be included in the construction contract documents. These will be utilized to ensure that all job materials and construction activities are being reviewed and tested.
 - q. Review contract specific and overall project start-up and test procedures that will be included in the construction contract documents. These procedures shall comply with all state and federal agency requirements necessary to make the completed project ready for revenue service.
 - r. Review systems verification, testing and start-up plan.
 - s. Review hazardous material identification, notification and remediation policy referenced in the construction contract documents and used to facilitate prompt and legal disposal of job-site hazardous materials during the construction process.
 - t. Review the draft Storm Water Pollution Prevention Plan (SWPPP), in accordance with the State Water Resource Control Board requirements.
 - u. Verify that all required permits, easements, utility relocation agreements, cooperative

agreements, and memorandums of understanding (MOU's) are complete and the associated requirements are incorporated into the construction plans and special provisions.

- v. Review PMP to assist in understanding federal requirements for construction management procedures and reporting.

C.2 Phase 2 – Construction Services

C.2.1 General Requirements

a. Progress Management:

1. Submittals, Nonconformance Reports, (NCR) and RFIs: Review for quality and completeness, process and track. The MDC has a supporting role in responding to RFIs and reviewing non-conformance reports and also reviewing contractor submittals and shop drawings for adherence to design and specifications. Coordinate and transmit RFIs and submittals to the MDC as directed by SANBAG. Facilitate timely review of these.
2. Progress Payments: Review/approve/reject contractor's monthly progress payment requests. Measure and track quantities installed for all unit rate items and maintain Schedule of Values progress payment in FTA format.
3. Monitor permits, submittals, shop drawings, material procurement, RFIs, bulletins, change requests, change orders, schedules, and recovery plans, coordination with agencies, jurisdictions, utilities, and Engineer of Record.
4. Changes/Claims: Recommend and implement change orders and claim avoidance practices. Analyze, negotiate, facilitate settlement of claims, and process change orders in a timely manner in accordance with the approved PMP procedures. The MDC will revise design documents as required.
5. Track/analyze/report on contractor/subcontractor lien releases.
6. Railroad Force Account: Record any SCRRRA and possibly BNSF force account work and review invoice documents within the specified contract duration.
7. Document Control: Adhere to SANBAG procedures and maintain hard copies. All documents are to be scanned and saved electronically in the field with weekly backups maintained off site.
8. Contractor Insurance: Track policies and renewals including subcontractors.
9. Labor Compliance and Disadvantaged Business Enterprise (DBE) Monitoring: Support SANBAG by obtaining certified payrolls; ensure that DBEs and UDBEs are performing designated work. Obtain contractor's DBE compliance reports. Track and document contractor compliance with prevailing wages and Equal Employment Opportunity (EEO) including performing field interviews of contractor personnel. See Section C.01.2.11 Prevailing Wage Monitoring for additional requirements.

b. Documents:

1. Construction Safety and Security: Review contractor's site-specific Safety and Security Plans. Monitor, document, and prepare accident reports. Observe and document in an incident log contractor's compliance with the project safety plan.
2. Storm Water Pollution Prevention (SWPPP): Track compliance with the project SWPPP (and/or Water Quality Control Plan (WQCP)). Perform site inspections to ensure Best Management Practices (BMPs) have been implemented as outlined in the SWPPP/WPQP and that they are properly installed and performing correctly. Perform weekly or daily inspections during the rainy season. Perform run-on/run-off sampling

- and testing if required by the SWPPP/WQCP.
3. Review of Traffic Plans (Detours and Lane Closures): Review construction contractor plans, assist with resolution of issues, and assist with coordination of the traffic plans with the roadway agencies (City of San Bernardino, City of Redlands, City of Loma Linda, and CALTRANS) and adjacent property owners.
 - c. Provide construction related geotechnical services necessary to monitor compliance with contract requirements, and as described elsewhere.
 - d. Systems Inspection, Testing, Commissioning, and Start-up: perform factory visits, complete manufacturers quality audits, test reports, safety certifications, and verify as-built drawings and calculations. The CMC shall also coordinate with SANBAG and SCRRA in implementing both construction phase and start-up phase testing in achieving acceptance and approval by appropriate agencies and authorities. The CMC shall submit timely reports on problems, progress, and completion of the start-up testing shall be submitted to SANBAG. The CMC shall also provide technical assistance to SANBAG and coordinate the interface between construction and operations personnel for the start of revenue services, and assist SANBAG with obtaining the Project System Safety Certification from the CPUC.
 - e. Survey Support (QA/QC) Services: Monitor construction contractor compliance with surveying requirements; verify layout and controls, perform independent survey checks of line and grade, spot check contractor reference points and verify location and preservation of the critical baseline survey points prior to and after construction (SANBAG provides construction control surveys). The CMC shall include a California licensed surveyor on the CMC team to provide these services and additional 1 baseline surveys in the event that the contractor's survey cannot be relied upon. CMC will provide one set of construction staking for all aspects of the construction. Additional staking will be at the contractor's expense.

C.2.2 Communication

- a. CMC is responsible for interfacing, coordination, and communication of all activities during construction, and to keep SANBAG well informed at all times. This effort of interfacing, coordination, and communication includes but is not limited to: utility companies; community relations (SANBAG and CMC); labor organizations; cities and the County; SCRRA, BNSF, and Omnitrans; Esri and the University of Redlands; Army Corps of Engineers; U.S. Fish and Wildlife; Engineer of Record; architects, artist and other agencies; CMCs; and other entities associated with the project.
- b. Coordinate with MDC to facilitate prompt resolution to design and construction related issues.
- c. Utility Coordination: Assist construction contractor and coordinate project utility requirements with MDC. Assist SANBAG with coordination of utility owners for required utility relocation work. Provide knowledgeable utility field inspectors to oversee utility design, and integration of required changes to resolve utility conflicts. These inspectors will be required to coordinate interface milestones, work windows, and monitor the overall efforts of construction contractors.
- d. Coordinate Flagging: Schedule SCRRA flagging, assign watch persons for protection of workers and equipment not required by SCRRA and under CMC purview, assure that all CMC and Contractor field personnel complete and stay current with railroad safety training requirements. Coordination may be required with BNSF for their customers.
 1. Coordinate instruction classes in FRA Railroad Worker Safety Protection, Safety Rules and Regulations. In addition, coordinate SCRRA General Safety Regulations for Third Party Contractors and Utilities Workers for contractors, and other third parties

performing work within SANBAG right-of-way. Maintain an updated log of all on-track safety certified staff and contractors for the purpose of allowing only certified people on railroad job site.

- e. Prepare weekly progress reports to include daily dairies, project/contract status, deficiency logs, field change notices, new and outstanding issues, actions to be taken, schedule update, calendar days spent and remaining, claims evaluation, and status of all logs including submittals, RFIs, contract change order documents, drawing registers/control logs, etc.
- f. Prepare Monthly Progress Summary Reports indicating CMC and Contractor's contract status, job site conditions, specific conditions encountered, corrective measure taken, progress and record photos, manpower reports, construction schedule update (including narrative), current project cost, and projection of cost including potential change orders, issues and resolutions, itemize all to-date project costs and forecast project costs by totaling base contract payments. It should also include any critical issues requiring action by discussing and prioritizing issues and setting action responsibilities identifying any significant problems with the budget or staffing. Submit the reports to SANBAG.
- g. The CMC Resident Engineer shall immediately notify SANBAG of any significant construction problem that may impact cost, schedules, relations with other entities, or accidents. This notification shall, as soon as practicable, include written recommendations on options to resolve the problem.
- h. Conferences/Meetings:
 1. Conduct weekly progress, pre-work, weekly safety, and third party coordination meetings.
 2. Conduct and produce meeting minutes and action item lists for weekly contractor progress review meetings for submittal to SANBAG. Provide agendas to include the weekly progress report elements.
 3. Prepare, coordinate, facilitate and participate in Partnering Program and conferences at the onset of construction and throughout the duration of construction activities with SANBAG, MDC, all construction contractors, and other key Project stakeholders. This Program shall promote teamwork and open lines of communication to facilitate the successful completion of the Project.

Public Affairs: Assist SANBAG in providing community meetings to educate the public on the impact of construction work in their local area. Provide support for preparing presentations to cities, agencies, municipalities, SANBAG Board, the public and others as directed. Prepare all agendas, record meeting minutes, and distribute copies to attendees and interested parties.

C.2.3 Scheduling Control

- a. Review and monitor contractor's schedule for accuracy, compliance, completed work, and forecast reasonableness.
- b. Expand and maintain the Primavera CPM Master Project planning and construction overview schedule to include individual construction contracts with milestones and start-up activities.
- c. Review and approve baseline construction schedules, monthly schedule updates, and 3-week look-ahead schedules submitted by contractors for compliance with the construction contract specifications.
- d. Provide assistance to develop work-around schedules or recommend other measures required to mitigate delays or expedite the schedule.
- e. Review and approve delay analyses submitted by contractors for change order work.
- f. Prepare monthly report summarizing contractor progress, critical path analysis, and contractual

milestone comparisons of baseline versus current schedule, and resource and cash flow projections.

C.2.4 Cost Control/Estimating

- a. Cost Engineering/Estimating: Maintain an up-to-date trend system which identifies all potential cost (and cost of schedule) impacts and forecast to complete.
- b. The CMC is responsible for construction contract administration activities, field review and verification of work in place, review and approval of contractor' payment requests, and the negotiation and recommended approval of certain change orders in accordance with approved guidelines. Develop and maintain logs at the field office sites of all-active contract change orders, claims, trends, bid item adjustments, and incurred cost. At the end of each reporting period, CMC will provide a summary of these logs. The summary will show the cumulative totals of the above logs for each contract.
- c. Prepare monthly, a three-month look ahead Project Staffing Projections to effectively monitor and compare the CMC costs to the original proposed Work Plan and Budget.
- d. The CMC will assist in, or participate in negotiations for contract change orders, including but not limited to preparing an independent cost estimate to help establish a price for extra work and delays. The fair and reasonable cost estimate will be used as a basis for the change order negotiations, and as backup documentation.
- e. In preparing cost estimates, the CMC will prepare and maintain complete documentation establishing the basis of the estimates. This documentation prepared in accordance with FTA requirements shall include the basis for all labor, material and equipment costs. Costs shall include all applicable direct and indirect costs, including negotiated profit margins. Any cost necessary to reflect the unique or unusual characteristic of the change order shall be included.

C.2.5 Inspection Control

Provide on-site daily inspections and thorough documentation to check the quality and quantity of the work performed by all trades and guard SANBAG against defects and deficiencies in the work of the contractors. Inspect workmanship, quality, construction means, methods, techniques, and sequences to evaluate the contractor's compliance with the requirements of the construction documents and recommend necessary remedial action to SANBAG and the Contractor.

Prepare daily field reports detailing weather conditions, status of work, and the location and type of work performed by the Contractor. For each daily work activity, document the number and classification of craft labor, supervision, equipment and materials used.

Any construction work not properly inspected and tested shall be grounds for removal of the CMC or specified personnel.

Routine responsibilities associated with providing inspection during construction include, but are not limited to, the following:

- a. Provide daily inspection and documentation of job related activities.
- b. Prepare and maintain thorough daily inspection reports.
- c. Provide continual review of plans and specifications to identify discrepancies, and ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that may generate misinterpretations and/or lead to disagreements.
- d. Provide inspection oversight for utility relocations performed by non-SANBAG contractors.

- e. Coordinate work schedule with contractor for testing and surveying.
- f. Document information related to manpower, equipment, and time for extra or force account work or claim monitoring.
- g. Attend and document contractor tailgate safety meetings.
- h. Observe and enforce safety attire compliance requirements and on-track safety certification.
- i. Confirm accurate measured quantities and review pay estimates submitted by the contractor.
- j. Provide electronic pictorial and video logbook of construction activities.
- k. Report all discrepancies requiring corrective actions to SANBAG.
- l. Meet with contractor to review proposed work and schedule required inspection.
- m. Provide monthly inspection of contractor's As-Built drawings.
- n. Maintain separate As-Built drawings.
- o. Develop "Punch List" items and follow-up with corrective measures.

C.2.6 Material Sampling and Testing

CMC will provide QC, obtain laboratory testing services, and provide independent verification of contractor compliance with specifications.

The CMC shall maintain primary responsibility for verification testing for contract compliance of rail welding, and the final trackwork inspection, including communications and train control signaling systems (including wayside Centralized Traffic Control/CTC and Positive Train Control/PTC). The Construction Contractors have the primary responsibility for materials sampling and testing. The CMC shall satisfy themselves that the Construction Contractor's test, frequency of test, re-tests, and results comply with contract specifications. All materials sampling and testing documentation shall be reviewed by the CMC. A copy of all tests shall be maintained in the project file.

CMC shall provide verification tests as deemed necessary. The Testing Laboratory personnel shall be qualified and certified as applicable (ASTM, Caltrans, ACI, AWS, etc.) with field testing capabilities for soil, concrete, asphalt, welding, NDE procedures for metal including rail welding, and materials testing to complement the CMC's field inspection staff. The scope of testing shall include, but not be limited to on-site inspections and sampling, laboratory materials testing, and off-site source testing and inspection as needed. All test results shall be timely and accurate, so that the contractors work is not impacted.

The following represents the minimum anticipated Field Materials Sampling and Testing Requirements:

- a. Soil – Compaction/Density/Moisture/Resistivity
- b. Fill Material – Gradation/AD/Ballast/Backfill
- c. Concrete – Materials/Cylinders/Slump/Air Entrainment
- d. Asphalt Concrete – Yield
- e. Rail Welding – Ultrasonic/Plant & Field
- f. Rail End Hardening – Brinell Hardness (@Insulated Joints)
- g. Masonry – Grout/Mortar Test/Reinforcing Steel
- h. Coring – Asphalt/Concrete

The Trackwork including communication and train control signaling systems inspector shall have detailed knowledge of applicable SCRRA, American Railway Engineering and Maintenance-of-Way Association (AREMA), CPUC General Orders, and Federal Railroad Administration track and signal

requirements, including but not limited to, 49CFR Parts 213, 236 and 237 requirements. Trackwork inspectors shall coordinate all field rail welding testing.

C.2.7 Quality Assurance/Quality Control (QA/QC) Requirements

- a. The CMC will submit to SANBAG for approval a QA/QC Plan within 45 calendar days after NTP. The CMC's QA/QC Plan shall identify the individual(s) responsible for QA/QC activities for this contract. The representative shall be responsible for monitoring all construction quality activities for the project and have the authority to act in all issues relating to quality. The representative shall be fully qualified by certification and/or experience and technical training to perform the necessary quality review and monitoring activities and fully implement the QA/QC Plan. The CMC's QA/QC Plan shall be developed in accordance with "FTA-MA-06-0189-92-1 Quality Assurance and Quality Control Guidelines" and shall be consistent with SANBAG's Program Management Plan (PMP) and Quality Assurance Program.
- b. Review and accept construction contractors' QA/QC plan. Audit the contractor's compliance with the accepted QA/QC Plan.
- c. The QA section of the CMC's program will identify all planned and systematic actions necessary to ensure that the scope of work requirements are met to ensure quality throughout all phases of construction. The QA Plan shall identify actions ensuring that equipment and staffing are capable of performing tasks related to the Contract, and documenting the quality efforts.
- d. The QC section of the CMC's program shall identify the operational techniques and activities, inspections, tests, documentation and other processes that will be used to fulfill requirements specified in the QA section. Provide Resident Engineers, QC inspection, and materials compliance with QA/QC plan and specifications.

C.2.8 Project Liaison and Coordination

The CMC will support SANBAG staff in coordinating program activities and maintaining good working relationships with the following:

- a. The general public
- b. FTA
- c. FRA
- d. Caltrans
- e. Other state agencies
- f. CPUC
- g. Policy Advisory Boards
- h. Cities and special districts along the Project route
- i. University of Redlands
- j. Esri
- k. Utility companies
- l. Private companies and entities that might be affected by Project construction or implementation

C.2.9 Environmental Mitigation Compliance Inspection and Reporting

- a. Follow construction environmental control plan requirements, ensure contractor compliance with environmental permits such as discharge permits and erosion and sedimentation control requirements, mitigations, monitoring and sound management practices. Provide other environmental compliance services requested by SANBAG
- b. The MDC will be responsible for Environmental Mitigation Compliance per the previously prepared and submitted Mitigation Monitoring and Reporting Program. The MDC shall have available on an on-call basis, all resources necessary including but not limited to environmentalist, biologist, archaeologist, paleontologist, arborists, and others to provide prompt attention to mitigating matters as they develop.
- c. MDC shall provide Worker Environmental Awareness Program (WEAP) training information to all field personnel as part of their ongoing field responsibilities. For construction workers (or visitors) new to the project, the MDC will provide video and/or other materials to introduce construction personnel (or visitors) to the environmental issues on the project and to establish the environmental ground rules for working on the project.
- d. MDC shall also conduct tailgate briefings on select environmental topics, prior to construction in sensitive areas or in response to ongoing compliance issues. These tailgate briefings should generally be held in coordination with construction tailgate briefings and should simply serve as reminders of key environmental concerns or requirements

The CMC will coordinate and monitor the need for tailgate briefings based on the construction schedule. The CMC will schedule the briefings between the Contractor and the MDC. Additionally, the CMC will notify SANBAG of the need for a briefing and include SANBAG in the briefing.

C.2.10 Prevailing Wage Monitoring

- a. All contracts are subject to Federal and State prevailing wage laws. The CMC shall be responsible for the day-to-day administration of all Prevailing wage requirements on all construction contracts for the project.
- b. The CMC shall have procedures and processes to verify that the weekly certified payrolls are received for all covered construction workers, including all prime and sub-contractors.
- c. The CMC shall notify SANBAG of any irregularities in the construction contractors' adherence to prevailing wage requirements. In the event of contractor noncompliance with payroll submittal and any other prevailing wage requirements, the CMC shall prepare written notifications to the Prime Contractors itemizing any deficiencies, defining the remedies and noticing of applicable progress payment withholdings and penalties associated with the noncompliance.

C.3 – Phase 3 – Post-Construction Services Contract Closeout:

1. Perform final inspection and testing.

2. Prepare comprehensive punch list, resolve outstanding issues, address changes and deficiencies and monitor corrections to completion.
3. Coordinate and schedule final inspections.
4. Balance Change Orders and prepare proposed final estimate. Review and process final payment request.
5. Receive, review, approve, and transmit O&M Manuals from contractor to SANBAG.
6. Produce and issue relief of maintenance and responsibility letter to contractor when authorized.
7. Receive, review, correct, and transmit As-Built Drawings from contractor to SANBAG.
8. Coordinate completion of final reproducible record set of drawings.
9. Receive, review and transmit Warranty/Guarantee documents from contractor to SANBAG.
10. Obtain final acceptance from SCRRA, BNSF, Cities of San Bernardino and Redlands, Esri, University of Redlands, OmniTrans, utility companies, and any other relevant Project stakeholders.
11. Produce and issue Final Acceptance to contractor when authorized by SANBAG.
12. Continue claims support in the event that issues are not resolved prior to construction completion.
13. Assess liquidated damages in the event that the contractor exceeds his allowable number of working days.
14. Expedite closeout process and prepare final closeout report.
15. As-Built Drawings: Ensure construction contractor maintains as-builts and coordinate with MDC. Document and track all design changes. Review final as-built drawings prepared by MDC to ensure all changes have been incorporated. Verify that all work was completed in conformance with the plans and specifications and provide a letter to SANBAG to this effect.

Warranties: Monitor and track warranties.

D. DELIVERABLES

1. Inspector daily reports, extra work daily diaries and Resident Engineers' daily diaries.
2. Monthly Project Activity Summary Reports.
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.
5. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, project photo and logs, change order data, claims and claim reports, and Contractor payment records.
6. Certified payrolls and fringe benefit statements for all employees, CMC and Contractor, who are subject to the State and/or Federal prevailing wage rates.

7. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CMC throughout the duration of the Project and delivered to SANBAG with the Project files.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CMC

1. CMC shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items shall be considered part of the CMCs overhead.
2. CMC personnel shall be provided with vehicles suitable for the location and nature of the work involved.
3. CMC personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CMC shall provide a base station at the field office.
4. CMC personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate.
5. For Materials Testing, CMC and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating rail, highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared

resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

2. SANBAG will provide copies of all previously secured permits and Project authorizations.

G. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SANBAG's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CMC's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CMC services will not be provided unless authorized by the SANBAG Project Manager.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

H. LIMITATIONS TO AUTHORITY

CMC does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements; or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SANBAG has worked closely with various professional CMCs, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CMC shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CMC may find occasion to meet with Stakeholders, City or County representatives, the design engineer, Project CMCs, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CMC shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or CMCs related to the Project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

J. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CMC will conform to the safety provisions of the SCRRA Manuals, Rules, and Requirements.
2. CMC's field personnel will wear hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes (with steel toes within the railroad right of way) at all times while working in the field.
3. CMC will provide appropriate safety training for all CMC's personnel, including work on and near highways and railroad right-of-way.
4. All safety equipment will be provided by CMC.

Minute Action

AGENDA ITEM: 17

Date: *March 2, 2016*

Subject:

Public Affairs Annual Report

Recommendation:

Receive and file the annual report on activities and accomplishments.

Background:

The San Bernardino Associated Governments (SANBAG) Legislative and Public Affairs Department is responsible for the development of the overall legislative and communications program for the agency. Messaging, marketing, branding, outreach programs and special events represent just a portion of the offering towards achievement of SANBAG's communications goals and objectives. While the department is built upon a solid foundation of providing quality, appropriate, and timely information to both our internal and external customers, we continue to evolve to meet the communication and engagement needs of the communities we serve.

The purpose of this report is to highlight key accomplishments over the past year and provide an update on the direction the department is heading towards in anticipation of changing public needs in the areas of communication and accessibility.

Public Outreach – Capital Projects

Perhaps the most visible part of this program centers on providing public outreach services for our capital projects programs. The public outreach program is primarily focused on communicating and mitigating the construction activities that affect neighboring communities, both residential and commercial. This is achieved by disseminating construction alerts to the media, stakeholders, local agencies, elected representatives, and emergency responders to keep them apprised of potential traffic impacts. 174 alerts were issued for 12 projects in our program that were active in 2015 to thousands of constituents who have signed up for the targeted construction announcements.

One of our more extensive campaigns for the roadway program centers on the delivery of the environmental document for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects. The introduction of innovative alternatives for the demands of these major freeways requires a comprehensive education and public awareness effort. Community briefings served as the primary tool for that education process as staff and consultants reached out to more than 80 community groups, businesses, and educational institutions during the past year, and more than 140 groups over the life of the project. In addition, the Community Advisory Group (CAG) process was managed by our Department, which resulted in a set of considerations for the Board of Directors as they deliberated on the locally preferred alternative. In all, 2015 saw nine CAG meetings held throughout the Valley and High Desert and will continue in 2016 for both

Entity: COG

corridors. The CAGs have provided an important vehicle for exchanging information with community leaders who can share project updates with their respective groups and organizations and bring feedback back to our organization to better inform project development efforts. The CAG feedback tool presented to the Board of Directors in November 2015 as well as the overall outreach approach has already been used as a model in other counties for large projects.

Given the magnitude of this project, the outreach team also continued to look for ways to reach more commuters traveling through and community members within the project area. We produced and aired a television commercial on various cable networks, including but not limited to: HGTV, CNN, Lifetime, and ESPN. These commercials ran across multiple cable providers in communities along the I-10 and portions of the I-15 corridors. In all, the reach of these commercials was identified as more than 225,000 households, serving nearly 750,000 people. Our goal was to increase the number of hits to the project website. We saw an increase of 28% of visitors while these commercials ran compared to the previous month. Most importantly, 77% of those visitors were new to the page. This additional visibility was a tremendous return on the \$15,000 investment.

Beyond large freeway projects, the public outreach effort also extends to a variety of other projects including Interchanges, Grade Separations, and transit projects. Two examples of Interchange Projects that are well into construction and generating a great deal of activity are I-10/Tippecanoe and I-15/Baseline. Combined, these projects have databases of nearly 1,000 stakeholders interested in the 140 project updates provided in 2015. For the Lenwood Grade Separation Project, public outreach efforts included neighborhood canvassing and a radio spot airing 24 times on seven stations.

The Transit and Rail Program is actively delivering two major rail projects in the county, the Downtown San Bernardino Passenger Rail Project (DSBPRP) and the Redlands Passenger Rail Project (RPRP). As RPRP advances to design and construction, the outreach effort continues and our offerings in this area are also expanding. For the first time, SANBAG produced an illustrated video with 778 views outlining the project and how commuters can engage. In addition, we introduced Adobe Voice, which are short animated videos which are produced in house, on the RPRP project. The Adobe Voice video generated 317 views and was then expanded to produce short clips on the Freeway Service Patrol, Callbox, and Rideshare programs. Lastly, the RPRP page on the SANBAG website saw 8,500 page views in 2015, with more than 6,700 of those by unique visitors. A dedicated webpage for this project was launched in January 2016.

RPRP also introduced the opportunity for managing outreach in a new way for SANBAG. In the past, outreach was provided through subcontracts to our construction management teams and/or design firms. In 2015, that was changed. The management of outreach was brought into the direction of the Legislative and Public Affairs Department through a direct procurement that will provide a Public Relations consultant to work with our team for the life of the project in areas of education, safety awareness, project impact mitigation, and service branding. This direct management allows for a more efficient delivery of the services by aligning the contracts with the appropriate staff directing the work, while also allowing for broader coordination through the various deliverables of the project or along a corridor.

The RPRP public outreach contract was awarded by the Board of Directors in October 2015. At that same meeting, the Board of Directors authorized the release of the Request for Proposal (RFP) to realign the public outreach process as described above for all future capital projects. In February 2016, the Board of Directors approved contracts for three public relations firms to serve on a bench for public outreach for the capital project program. Managed directly by the Legislative and Public Affairs Department, this strategy will solidify the overall outreach effort and unify our external communications with commuters and the general public.

An overview of the public outreach effort is included in Attachment A.

Social Media

Project-specific outreach will remain a high priority in the coming year; however, we have made great strides in opening up new avenues in which we share SANBAG information with the public. Digital engagement and online content has become the desired platform by the public for access to agency news. Last year, we highlighted the growth of our presence on Twitter. In 2015, we introduced Facebook, Instagram, and a blog into the SANBAGnews array of information sharing tools. These tools allow us to expand our reach beyond the over 180,000 page views on the SANBAG website. Twitter continues to grow, having just surpassed 1,800 followers and nearly 300,000 overall impressions in 2015. While our most popular tweet to date is regarding a visit from Congressman Pete Aguilar, followers typically respond well to information about project-related traffic impacts. For example, a tweet about the I-10/Tippecanoe Avenue Interchange project was retweeted seven times and resulted in more than 6,000 impressions. This platform is also a good tool for sharing partner information as well. The most retweeted post we have seen is an announcement about a Caltrans District 8 closure of I-10 in Desert Center. That post was retweeted 28 times by media, other agencies, and the general public. Combined project-specific and SANBAG Facebook and Instagram accounts are experiencing a good first year as they have nearly 900 and 300 followers, respectively. Our impressions on those platforms have recently crossed over the 100,000 mark and will only grow from there.

In addition, staff produces a monthly newsletter distributed to nearly 400 email subscribers and shared socially to nearly 2,500 more, as well as a quarterly newsletter focusing on the activities and accomplishments of the Council of Governments (COG) function of the agency. Currently, the COG newsletter is distributed to the Board of Directors, but an expanded distribution to member agencies and other interested parties is expected for 2016.

SANBAG's primary initial platform for sharing information is our SANBAGnewsroom. This web-based blog serves as a single point for all SANBAG-related news and allows us to share the information socially from there to our other platforms to maximize our reach. We are marketing SANBAGnewsroom to our media partners as a way to proactively get access to our agency information as it is released. Through the blog and social sharing we have access to more than 2,400 direct followers that have resulted in nearly a half million impressions about SANBAG and SANBAG partner information. The blog also serves as a good tool for archiving our information.

Media Relations

Our high quality media relations program continued to perform positively, providing more than 150 media advisories, construction and traffic alerts, and press releases throughout the year. These alerts generated multiple articles, op/ed pieces, and on-air interviews such as KFRG 95.1, KMET 1490 Paul Lane Show, KQIE 104, KPCC 89.3, and “On the Brink” from KCAA AM 1050 promoting SANBAG’s projects, programs, and services.

In 2015, SANBAG introduced a new feature with a 13-episode radio series called SANBAGnewsRADIO. Airing every Saturday for 13 consecutive weeks, SANBAG was able to host a variety of guests to highlight items of interest in San Bernardino County including California Highway Patrol Officers, SANBAG Board Members, the Caltrans District 8 Director, and project staff to broadcast 30-minute features on key projects and milestones achieved by the Agency and our partners. The shows covered topics like the pursuit of local control on Ontario International Airport, the Freeway Service Patrol, Active Transportation and the Arrive Corridor, and a year-end recap from past President L. Dennis Michael.

Graphic Design

As part of our effort to further grow and establish a more professional communications program, we have also looked for ways to improve the overall quality of the look and feel of SANBAG information pieces. In 2015, we procured a bench of graphic design teams to enhance the quality of our public offering and match the growing expectations of the public viewer in 2016.

Graphic design services will support the agency through:

- Internal/external publications
 - Financial reports
 - Planning documents
 - 10-year Delivery Plan updates
 - Agency newsletters
 - Social media content
 - Advertising
- COG-related functions
 - Regional forums
 - City-County Conference materials
 - General Assembly support
 - Various program and special event collateral
- State and Federal advocacy materials
- Media relations support materials

Communications Plan

Coupling the graphic design availability with an upcoming communications plan will enhance SANBAG’s effectiveness for communicating our message and celebrating the accomplishments of the agency. In addition, the uniform approach will provide the public with a sense of trust and consistency in how to find and share information about our multitude of programs. As a public agency, it is important that we partner with internal and external stakeholders to implement an agency-wide marketing and communications strategy, which serves as a toolbox and guidebook to promote effective communications policies within and outside the organization. Better

defining our role in areas of public information, media relations, program marketing, and project outreach will help provide an additional layer of clarity and consistency for the program going forward.

Marketing and Branding

The SANBAG Board of Directors has indicated a desire to improve SANBAG's communications program by proactively reaching out to market SANBAG's projects, programs, and services; partner with local transit agencies to build awareness of their services; and enhance the public's understanding of the value that Measure I brings to our region's transportation system. At the close of 2015, we released an RFP for Marketing and Branding Services. This effort will result in better coordination with other external communication programs, creating a more effective engagement opportunity for the public, and better use of the fiscal resources dedicated for that effort. The goal of the marketing and branding effort will be to bring name recognition and growth in reputation for the many programs delivered through our COG, transportation, congestion management, and commuter service programs as well as those delivered by regional partners.

2015 has been a transformative year for communications at SANBAG. The implementation of a new strategy for managing public outreach; procurement of graphic design services; the development of a marketing and branding strategy; and continued expansion of our reach through social media represents a comprehensive approach to information sharing by the agency. The Legislative and Public Affairs Department is looking forward to the opportunities of 2016 as well, including a grant opportunity through the Low Carbon Transit Operations Program (LCTOP). This grant will provide funding for SANBAG to work with our Mountain/Desert transit providers on the development of a marketing tool kit. The goal of this tool kit will be to help increase exposure of the transit services of our county and increase overall ridership. Ultimately, our objective is to continue to effectively find ways to provide access to our services and share the mission of the agency.

Financial Impact:

This item has no impact on the FY 2015/2016 SANBAG Budget

Reviewed By:

This item was received by the General Policy Committee on February 10, 2016.

Responsible Staff:

Tim Watkins, Chief of Legislative and Public Affairs

Approved
 Board of Directors
 Date: March 2, 2016

Witnessed By:

PUBLIC BRIEFINGS



MARKETING & Branding

GRAPHIC DESIGN



CAG

Multiple Community Advisory Group Meetings



OP/ED Writing / Articles



Cable

Television Commercials

ON AIR interviews



SOCIAL MEDIA

WordPress, Twitter, Facebook, Instagram



Minute Action

AGENDA ITEM: 18

Date: *March 2, 2016*

Subject:

Approve Memorandum of Understanding Template for Alternative Property Assessed Clean Energy Programs

Recommendation:

- A. Approve a Memorandum of Understanding template between San Bernardino Associated Governments (“SANBAG”) and future Program Administrators for alternative Property Assessed Clean Energy (“PACE”) financing programs.
- B. Authorize the Executive Director or his designee to execute these Memorandums of Understanding in substantially the same form with Property Assessed Clean Energy providers that have been vetted by SANBAG staff.
- C. Approve budget amendment for FY 2015/2016 to incorporate revenue of \$75,000 that potentially could be received through these MOUs.

Background:

In October 2013, SANBAG established a countywide Property Assessed Clean Energy (PACE) Program, known as the SANBAG HERO Program, to facilitate the installation of renewable energy, energy efficiency and water conservation projects within the jurisdictions of the County and those cities within the County that elect to participate in the PACE Program. Since 2013, additional PACE programs have been established in California and it would be in the interests of property owners, SANBAG, and SANBAG Members to facilitate a healthy PACE marketplace by ensuring competition among PACE providers and providing choices to property owners who are considering utilizing PACE financing.

The SANBAG Board has previously directed staff to find ways to review the qualifications and coordinate the entry of additional PACE providers into San Bernardino County. This would save considerable staff time for cities and the County. Staff now brings this report to provide three PACE providers for the financing program.

Renewable Funding is the program administrator of the CaliforniaFIRST PACE financing program which is the first of these other PACE programs. CounterPointe Energy Solutions LLC is program administrator for the AllianceNRG Program™ which is another PACE financing program. CaliforniaFIRST and AllianceNRG are sponsored by the California Statewide Communities Development Authority (“CSCDA”), which was created by the League of California Cities and the California State Association of Counties in 1988 with the purpose of issuing bonds to finance projects within the jurisdiction of member public agencies to promote public benefit and pursue economic development, and which has issued bonds totaling over \$2.8 billion on behalf of CSCDA Members throughout San Bernardino County, including on behalf of the County itself and 19 of the 24 cities in the County.

Entity: *COG*

Board of Directors Agenda Item

March 2, 2016

Page 2

Ygrene is the program administrator for Ygrene Works, the third PACE financing program. Ygrene Energy Fund is one of the leading development and administrator of clean energy financing programs in the United States, their programs provide immediately accessible funding for renewable generation, energy efficiency and water conservation upgrades to residential and commercial property owners. Ygrene Works is sponsored by the Golden State Finance Authority (GSFA) which is a Joint Powers Authority formed in 1993 with the purpose of providing affordable housing financing. GSFA has issued \$2.7 billion in mortgage revenue bonds and currently has 109 cities and 55 counties from across the state as members or associate members.

These three PACE program administrators desire to enter into this MOU which shall authorize SANBAG to serve as the point of ongoing contact for SANBAG Members that decide to offer these alternative PACE programs within their jurisdictions.

The MOUs provide that SANBAG staff will provide template agenda items and the necessary resolutions for its member agencies' consideration. SANBAG will be the main point of contact for questions that might be directed to city or County staff. In recognition of this work, each firm will compensate SANBAG .15% of the principal amount of the bonds issued for residential projects through these alternative PACE programs. In addition, based on direction from the General Policy Committee, the following language has been added to the template MOU to make sure that each program offers a form of subordination for their liens should a lender require that of a property owner to close a refinancing or real estate sale:

“WHEREAS, it is in the interests of property owners, SANBAG, and SANBAG Members to facilitate a healthy PACE marketplace by ensuring competition among PACE providers, providing choices to property owners who are considering utilizing PACE financing, and ensuring that PACE Providers meet minimum standards including providing for the subordination of a PACE lien should it be required by a property owner to refinance or sell their property through a bank, credit union or other financial institution; and”

This item in no way obligates any SANBAG member to opt-in to any other PACE Program. That decision rests with each agency's governing board. SANBAG's work is simply to provide due diligence on the capability of the PACE program and provide the necessary documents and reports needed by a city or the County in order for them to opt-in if they choose.

These are the first three PACE programs that have been reviewed by SANBAG. Staff recommends the Board authorize the Executive Director or his designee to be able to execute this MOU with these and other PACE programs, in substantially the same form as this template with concurrence of SANBAG's General Counsel, provided that the PACE programs meet the needs of our region and show that they have the capacity to provide a professional program.

Financial Impact:

This budget amendment allows for \$75,000 in anticipated revenue to be received through the MOU's.

Council of Government - COG

Board of Directors Agenda Item
March 2, 2016
Page 3

Reviewed By:

This item was reviewed and recommended for approval by the General Policy Committee on February 10, 2016, with the inclusion of subordination clause language in the template MOU. SANBAG General Counsel has reviewed this item and the MOU template.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Council of Government - COG

CXX-XXXXXXX
MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
[INSERT PACE ADMINISTRATOR NAME]

This Memorandum of Understanding (“MOU”) is made and entered into as of this ___ day of _____, 2016 (“Effective Date”), by and between the San Bernardino Associated Governments (“SANBAG”), a joint exercise of powers authority and [PACE PROVIDER NAME], hereinafter referred to as “PACE ADMINISTRATOR” in its role as Program Administrator for the [SPONSOR] hereinafter referred to as “SPONSOR,” Property Assessed Clean Energy (“PACE”) financing program. SANBAG and PACE ADMINISTRATOR are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the County of San Bernardino (the “County”) and various cities within such county have entered into an “Amended Memorandum of Understanding for the Joint Exercise of Powers Relative to the San Bernardino Associated Governments” last amended October 17, 1975 (the “SANBAG JPA”) to create SANBAG; and

WHEREAS, the purpose of the SANBAG JPA is to improve and coordinate governmental services on a countywide, subregional and regional basis through the establishment of SANBAG as a cooperative association of governments; and

WHEREAS, PACE ADMINISTRATOR is the Program Administrator of the SPONSOR PACE Program; and

WHEREAS, [SPONSOR] is

[INSERT DESCRIPTION OF SPONSOR]

and;

WHEREAS, Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12) (“Chapter 29”) permits cities and counties to establish contractual assessment programs to finance the installation of seismic retrofit upgrades, distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure that are permanently fixed to residential, commercial, industrial, agricultural, or other real property; and

[OPTION: WHEREAS, the Mello-Roos Community Facilities District Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly sections 53313.5(1) and 53328.1(a) permits a California joint powers authority to establish a community facilities district for the purposes of financing or

refinancing (including the payment of interest) the acquisition, installation and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property; and]

WHEREAS, the parties to the SANBAG JPA (“SANBAG Members”), as cities and counties, have the common power to implement and administer contractual assessment programs pursuant to Chapter 29 which programs are commonly referred to as a property assessed clean energy program (“PACE Programs”) to finance installation of such improvements within their respective jurisdictions; and

WHEREAS, in October, 2013, SANBAG established a countywide PACE Program pursuant to Chapter 29, known as the SANBAG HERO Program, to improve and coordinate the provision of such a PACE Program within the jurisdictions of the County and those cities within the County that elect to participate in the PACE Program; and

WHEREAS, since 2013, additional PACE Programs have been established in California; and

WHEREAS, it is in the interests of property owners, SANBAG, and SANBAG Members to facilitate a healthy PACE marketplace by ensuring competition among PACE providers, providing choices to property owners who are considering utilizing PACE financing, and ensuring that PACE Providers meet minimum standards including providing for the subordination of a PACE lien should it be required by a property owner to refinance or sell their property through a bank, credit union or other financial institution; and

WHEREAS, PACE ADMINISTRATOR and SANBAG desire to enter into this MOU in order to authorize SANBAG to be the point of ongoing contact for SANBAG Members that are also SPONSOR Members or will become SPONSOR Members in part to be eligible to opt-in to the SPONSOR PACE program; and

WHEREAS, the purpose of this MOU is to set forth the mutual understandings, terms, and conditions related to SANBAG serving as a point of contact for SANBAG Members to facilitate the issuance of assessments within their jurisdictions through the SPONSOR PACE program.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties hereby agree, as follows:

TERMS

1. PACE ADMINISTRATOR.

1.1 In consideration for SANBAG’s performance of the Facilitation Services, PACE ADMINISTRATOR shall pay fees (“Fees”) to SANBAG equal to 0.15% (15 Basis Points) of the aggregate principal amount of the bonds issued by SPONSOR to fund SPONSOR PACE financed installations of seismic retrofits, renewable energy, energy efficiency and water efficiency improvements for which assessment contracts are entered into after the Effective Date

by owners of residential properties located within the jurisdictions that are SPONSOR Members and are also SANBAG Members.

1.2 PACE ADMINISTRATOR shall make the payments required herein to SANBAG on a quarterly basis within thirty calendar days after the end of the quarter in which the bonds referenced in Section 1.1 are issued.

2. SANBAG.

2.1 SANBAG will perform the following Facilitation Services:

(a) Serve as the main point of contact for SANBAG Members in establishing the SPONSOR PACE program in such SANBAG Members' jurisdictions; and

(b) Coordinate with such SANBAG Members on behalf of SPONSOR, as needed and as described in Exhibit "A", to facilitate the efficient and expedient vetting by SANBAG Members of the SPONSOR PACE Financing Program opt-in resolution and, where necessary, the resolution to authorize the SANBAG Member to join SPONSOR.

2.2 SANBAG has no obligation or duty to determine the legal sufficiency, accuracy, adequacy, or completeness of the documents, materials, information, SPONSOR PACE Bonds and related documents, facts, or advice that SPONSOR or PACE ADMINISTRATOR provides or makes available to, is exchanged between, or is relied upon by SANBAG, SANBAG Members, SPONSOR PACE Financing Customers, or purchasers of SPONSOR PACE Bonds relating to the SPONSOR PACE program, SPONSOR membership, or the SPONSOR PACE bonds.

3. Term. The term of this MOU shall begin on the Effective Date and terminate five (5) years thereafter, unless earlier terminated by the Parties. Either Party may terminate this MOU at any time upon written notice to the other Party.

4. Indemnification. PACE ADMINISTRATOR agrees to defend, indemnify and hold harmless SANBAG, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of or in connection with this MOU, the SPONSOR PACE Bonds, or the SPONSOR PACE Program except such loss or damage which was caused by the sole negligence or willful misconduct of SANBAG. PACE ADMINISTRATOR will provide all defense at its sole cost and expense and SANBAG shall reasonably approve selection of PACE ADMINISTRATOR's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies of PACE ADMINISTRATOR, its affiliates or any other parties are applicable thereto. The policy limits of any insurance of PACE ADMINISTRATOR, its affiliates or other parties are not a limitation upon the obligation of PACE ADMINISTRATOR including without limitation the amount of indemnification to be provided by PACE ADMINISTRATOR.

5. Insurance. PACE ADMINISTRATOR agrees that, at no cost or expense to SANBAG, at all times during the operation of the PACE Program, to maintain the insurance coverage set forth in Exhibit B to this Agreement.
6. Governing Law and Venue. This MOU shall be governed by and construed with the laws of the State of California. Venue shall be in San Bernardino County.
7. Attorneys Fees. If either of the Parties commences an action against the other party arising out of or in connection with this MOU, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
8. Amendment. This MOU may be amended in writing by mutual agreement of the Parties.
9. Entire Agreement. This MOU contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.
10. Invalidity; Severability. If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
11. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.
12. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this MOU as though fully set forth herein.
13. Exhibit A. Exhibit A "Facilitation Services" is attached to and incorporated into this MOU by this reference.
14. Exhibit B. Exhibit B "Insurance" is attached to and incorporated into this MOU by reference.
15. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
16. Notices. All payments, notices hereunder and communications regarding interpretation of the terms of this MOU or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed, as follows:

If to PACE ADMINISTRATOR: PACE ADMINISTRATOR
 [INSERT ADDRESS]
 Telephone: [INSERT TELEPHONE]
 Facsimile: [INSERT FAX NUMBER]

If to SANBAG: San Bernardino Associated Governments
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, California 92410-1715

Attention: Deputy Executive Director
Telephone: (909) 884-8276
Facsimile: (909) 885-4407

17. Waiver. No waiver of any breach of a provision in this MOU shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

18. Assignment. PACE ADMINISTRATOR shall not assign this MOU 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 MOU. Subject to the foregoing, the provisions of this MOU shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
PACE ADMINISTRATOR**

IN WITNESS WHEREOF, the Parties have caused this MOU to be effective as of the day first above written.

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

PACE ADMINISTRATOR

By: _____
Ryan McEachron
President, Board of Directors

By: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____

Attachment: PACE Program MOU Template 2016 (2597 : PACE Program MOU)

EXHIBIT “A” FACILITATION SERVICES

It is the expectation of PACE ADMINISTRATOR that:

Actions:

After the SANBAG Board of Directors reviews the SPONSOR PACE program and makes a recommendation that SANBAG Members opt-in to the Program, SANBAG, acting through its Deputy Executive Director or his designee, will:

- Communicate such recommendation to the City Managers and County Administrative Officer of SANBAG’s member jurisdictions (Member Jurisdictions’ Representatives);
- Provide the Member Jurisdictions’ Representatives with necessary opt-in documentation provided to SANBAG by PACE ADMINISTRATOR such as:
 - Templates of PACE Opt-In Resolutions;
 - Templates of staff reports;
 - Templates of SPONSOR Membership Resolutions and the SPONSOR JPA Agreement to those cities not yet SPONSOR members; and
 - Any other documents that will facilitate and expedite SANBAG Members’ consideration of requests by SPONSOR to provide PACE financing services in their respective jurisdictions.
- Respond to any questions that SANBAG Members’ staff may have about PACE or about any of the PACE programs that have been vetted and recommended by the SANBAG Board; and
- Encourage SANBAG Members’ staff to contact a representative of PACE ADMINISTRATOR regarding the SPONSOR PACE program specifics:

[INSERT CONTACT INFORMATION]

Expediency:

- SANBAG staff will not delay in taking the actions outlined above.

EXHIBIT B
INSURANCE

A. Minimum Scope of Insurance

Coverage provided by PACE ADMINISTRATOR shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage (“occurrence”) Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by SANBAG.

B. Minimum Limits of Insurance

PACE ADMINISTRATOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/ aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officers, employees, agents and contractors; or PACE ADMINISTRATOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by SANBAG.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. San Bernardino Associated Governments, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, PACE ADMINISTRATOR; products and completed operations of PACE ADMINISTRATOR; premises owned, leased or used by PACE ADMINISTRATOR; and automobiles owned, leased, hired or borrowed by PACE ADMINISTRATOR. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its officers, employees, agents and contractors.
 - b. PACE ADMINISTRATOR's insurance coverage shall be primary insurance as respects SANBAG, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by SANBAG, its officers, employees, agents or contractors shall be excess of PACE ADMINISTRATOR's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by PACE ADMINISTRATOR shall not affect coverage provided SANBAG, its officers, employees, agents, or contractors.
 - d. Coverage shall state that PACE ADMINISTRATOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of SANBAG, its officers, employees, agents and contractors.
2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of San Bernardino Associated Governments, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this MOU shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to SANBAG, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to SANBAG.

F. Verification of Coverage

PACE ADMINISTRATOR shall furnish SANBAG with certificates of insurance and with original endorsements affecting coverage required by this MOU. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: SANBAG Deputy Executive Director, or mailed to the following postal address or any subsequent address as may be directed in writing by the SANBAG Risk Manager:

SANBAG Deputy Executive Director
 Duane A. Baker
dbaker@sanbag.ca.gov
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA 92410-1715

G. Subcontractors

PACE ADMINISTRATOR shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Minute Action

AGENDA ITEM: 19

Date: *March 2, 2016*

Subject:

Model Consumer Protection Policies for Property Assessed Clean Energy Programs

Recommendation:

Adopt model Consumer Protection Policies for Property Assessed Clean Energy (PACE) programs operating throughout San Bernardino County.

Background:

In October 2013, SANBAG established a countywide Property Assessed Clean Energy (PACE) Program, known as the SANBAG HERO Program, to facilitate the installation of renewable energy, energy efficiency and water conservation projects within the jurisdictions of the County. Since 2013, additional PACE programs have been established in California and a number of these additional PACE programs are now operating within San Bernardino County.

PACE financing provides an innovative public-private partnership that allows property owners to make energy efficiency, water conservation and clean energy investments in their own property without upfront costs by assessing themselves on their property tax bill for the cost of the improvements. This is only possible through partnerships with private companies and investors, governmental bond issuers like SANBAG, and local governments that adopt resolutions to allow PACE programs in their communities. As such, consumer protections must be paramount in the operation of PACE programs so that public policy makers, as the sponsor of the PACE program, know that high standards of consumer protection are being used.

Now that the number of PACE program providers is beginning to increase, it is important for the integrity of all PACE program providers and the communities that they serve that industry-wide consumer protection be adopted by providers. Through industry-wide standards for consumer protection, best practices can be standardized and policy makers can have some way to measure the performance of the programs operating in their communities.

The policies that are attached are specific to residential PACE programs and designed specifically for programs organized and operating under the authority of AB 811. There are also some PACE programs that operate under the authority of SB 555 which require some different provisions. SANBAG staff will also be working with these providers to insure that consumer protection standards similar to these customer service protections are adopted and used.

It should be noted that new regulations may be adopted at the state or federal level or new conditions in the marketplace might come into being that require detailed provisions of the policies to be modified. Periodic adjustments to these guidelines by staff to maintain consumer protection in light of changing conditions is to be expected.

Entity: COG

Board of Directors Agenda Item

March 2, 2016

Page 2

The model consumer protections cover 15 areas:

- Risk – Ensure that a property won't be inappropriately burdened.
- Disclosures and Documentation – Ensure consumers are aware of the requirements of this new form of financing including the payment cycle and disclosure related to the possibility of payoff at the time of sale or refinance.
- Funding – Provide fixed simple interest rates with no variable rates or negative amortizations.
- Operations – Ensure that the PACE program has the policies, procedures and resources in place to meet these standards for consumer protection and for running a professional program
- Post-funding Homeowner Support – Create an executive-level office for customer care, complaint investigation and resolution, and contractor concerns.
- Data Security – Ensure robust cyber-security standards to protect the personal information of consumers.
- Privacy – Comply with the Gramm-Leach-Bliley Act and provide clear opt-in and opt-out protocols for information sharing.
- Marketing and Communications – Prohibits kick-backs and establishes guidelines for clear, informative and truthful communications.
- Protected Classes – Ensure compliance with all state and federal laws that cover protected classes and provides special focus on protections for homeowners over age 64.
- Contractor Requirements – Ensure that all contractors and their representatives are licensed and follow a code of conduct.
- Eligible Products – Ensure controls are in place to allow only products that are designed to save water or energy using guidelines from state and federal agencies where applicable and available.
- Maximum Financing Amount – Establish a procedure to set a Maximum Financing Amount based on the fair market value of the products to be installed.
- Reporting – Provide periodic reports on the economic and environmental impact of the program.
- Closing and Funding – Ensure proper permits are received and the project has been completed to the satisfaction of the homeowner.
- Examination – Bond issuing authority will examine the PACE program provider for compliance with these policies.

Attached to this item is a summary of each of these consumer protection policies and a more detailed description of the policies (see Attachments A and B). SANBAG will use these policies as it evaluates PACE providers looking to begin operating in our communities.

Financial Impact:

This item will have no impact on the adopted Fiscal Year 2015/2016 SANBAG budget.

Reviewed By:

This item was reviewed and recommended for approval by the General Policy Committee on February 10, 2016.

Responsible Staff:

Duane Baker, Deputy Executive Director

Council of Government - COG

Board of Directors Agenda Item
March 2, 2016
Page 3

Approved
Board of Directors
Date: March 2, 2016
Witnessed By:

Council of Government - COG

Attachment A (Summary)

UNMATCHED CONSUMER PROTECTION POLICIES BEING ADOPTED FOR PROPERTY ASSESSED CLEAN ENERGY [PACE] PROGRAMS IN CALIFORNIA

Property Assessed Clean Energy [PACE] programs enable an unprecedented range of homeowners to access energy efficiency, renewable energy, and water efficiency measures that improve the financial, functional and environmental aspects of home ownership. Improvements such as these make homes less costly to operate and more comfortable to live in, while simultaneously reducing energy and water consumption. Without PACE programs, many homeowners would have no, or costly, access to such benefits.

PACE financing is provided through an innovative public – private partnership, forged among private companies, governmental bond issuing authorities, and local governments which adopt resolutions allowing PACE in their communities. As such, consumer protections that serve homeowners must be a core value.

The baseline consumer protection policies being adopted by bond issuing authorities (including the Western Riverside Council of Governments (WRCOG) and the California Statewide Communities Development Authority (CSCDA)) cover the following areas: (i) Risk, (ii) Disclosures and Documentation, (iii) Financing Terms, (iv) Operations, (v) Post-Funding Support, (vi) Data Security, (vii) Privacy, (viii) Marketing and Communications, (ix) Protected Classes, (x) Contractors, (xi) Eligible Products, (xii) Pricing, (xiii) Reporting, and (xiv) Closing & Funding. In addition, a set of examination procedures are to be developed by the bond issuing authority that will serve as the basis for a regular, independent audit of PACE programs to ensure compliance.

These consumer protection policies are unmatched in consumer lending and comprehensive and, when coupled with an independent audit, will provide clear data and assurance to local communities that PACE Programs are protecting homeowners and delivering on their public-private partnership responsibilities.

SUMMARY OF CONSUMER PROTECTION POLICIES:

1. RISK: These criteria examine the real property on which the improvements will be installed, the encumbrances presently recorded against the property to ensure it is harnessing unused financing capacity instead of placing an inappropriate burden on the homeowner, the nature of the improvements to be installed to ensure efficiency; and the homeowner’s mortgage and property tax payment history.

Specifics include: all mortgage-related debt on the Property may not exceed 90% of the Property’s fair market value (“FMV”); the financing may not exceed 15 percent of the FMV of the Property, up to the first \$700,000 and 10 percent of the remaining value of the Property; the total mortgage-related debt on the underlying Property plus Program financing may not exceed the FMV of the Property; and the total amount of any annual property taxes and assessments shall not exceed five percent of the Property's FMV. Homeowners must have no more than one

late property tax payment in the last 36 months and one late mortgage payment in the last 12 months, and have had no bankruptcy filing within the last seven years.

2. DISCLOSURES & DOCUMENTATION: PACE is a new form of financing that, while sharing some features of traditional financing, presents new considerations for homeowners. Disclosures covering PACE’s unique repayment cycle (annual or semiannual) and the Federal Housing Finance Authority announcement regarding payoff of financing at the time of sale or refinance if the buyer of the home is using a Fannie- or Freddie-backed mortgage are among the new considerations.

PACE financing terms shall be confirmed by the PACE provider by telephone with homeowners working with all but their top rated contractors, and for all homeowners over age 64. Those terms shall include a fixed interest rate, financing term not to exceed the useful life of the product, a three day right to cancel, and no prepayment penalties. In the first quarter of 2016, a Financing Estimate modeled after the Consumer Financial Protection Bureau’s new “Know Before You Owe” form will be implemented to exceed disclosure requirements.

3. FUNDING: It is the policy of the Program that the Partner offers fixed simple interest rates, and payments that fully amortize the obligation. Variable interest rates or negative amortization financing terms are not permitted. The Program is not required to but may offer the capability to accommodate homebuyers and homeowners by offering subordination of certain rights of its PACE assessment lien to the lien of a mortgage or deed of trust.

4. OPERATIONS: It is the policy of the Program that the Administrator and its Partner develop and provide people, processes, tools and technology necessary to support the consumer protection measures described in detail elsewhere in this policy, including: (i) risk and underwriting processes; (ii) terms and documentation delivery systems; (iii) documentation, maintenance and retrieval processes; (iv) disclosure development, delivery and acknowledgment receipt; (v) post-funding support for homeowners and other stakeholders such as real estate professionals; (vi) data security measures; (vii) privacy policy development and protections; (viii) marketing and communication oversight; (ix) protected class data and communication processes; (x) contractor management and engagement; (xi) eligible product database and/or list development and maintenance; (xii) implementation of the maximum financing amounts; (xiii) key metrics reporting; (xiv) closing and funding processes (including the ability to fulfill financing obligations); (xv) examination data production; and (xvi) implementation of procedures to identify and prohibit conflicts of interest within and associated with the Program.

5. POST-FUNDING HOMEOWNER SUPPORT: Establishing and operating an executive office responsible for customer care that responds to inquiries, complaints, contractor and workmanship concerns, product performance questions and related matters for the lifecycle of the improvements financed is fundamental to the consumer protections that the program provides. This policy contemplates development of a team with the skills necessary to perform inspections, meet with homeowners and contractors, investigate matters, and mediate resolutions with homeowners and contractors. Support will be provided to help homeowners set up impound accounts and pre-pay and pay off assessments. The provider will also develop capabilities to

assist homeowners who are refinancing or selling their properties, and support real estate professionals providing services to refinance and sales transactions.

6. DATA SECURITY: The public/private partnership at the center of the Program, as well as the confidential relationship homeowners have with the Program Partner mandate that any market-ready Program be in robust compliance with sturdy cyber-security standards, and in particular develop secure and tested processes that protect homeowner personal identifiable information at points of potential vulnerability, especially during the application process.

7. PRIVACY: The trusting and confidential relationship that exists between homeowners and the program extends to the provider's use of homeowner data. Compliance with the Gramm-Leach-Bliley Act as well as the establishment of clear opt-in and opt-out protocols for information sharing are the pillars of the program's privacy policy. More broadly, the program must protect and manage sensitive consumer information, must respect the privacy of all homeowners, and must implement robust controls to prevent unauthorized collection, use and disclosure of such information.

8. MARKETING & COMMUNICATIONS: Clear, informative, truthful, balanced, transparent and complete communications are essential. It is the policy of the program to prohibit practices that are or could appear to be unfair, deceptive, abusive, and/or misleading, that violate laws or regulations, that provide tax advice, that are inappropriate, incomplete or are inconsistent with the program's purpose (e.g., use of check facsimiles to dramatize the amount of PACE program financing available or presented as if a negotiable instrument). It is the policy of the program that no provider, contractor or affiliated individual may provide a direct cash payment or other thing of value to a homeowner explicitly in exchange for such homeowner's selecting Program financing.

9. PROTECTED CLASSES: It is the provider's responsibility to ensure compliance with all state and federal laws that cover individuals in protected classes (e.g., race, religion, color, marital status, sex, national origin, citizenship, presence of children, disability, medical condition, gender, age, sexual orientation, gender identity or expression, military or veteran status, because an applicant receives income from a public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act.) Heightened protections for homeowners over 64 years old, such as confirming understanding of financing terms and project specifications, is a focus of the program.

10. CONTRACTOR REQUIREMENTS: Contractors and their sales persons enter into contracts with the provider, and register and be in good standing with all relevant state and local licensing boards and agencies. Contractors are required to follow a code of conduct, maintain policies of insurance, post bonds, follow marketing requirements, complete training courses, among other similar obligations, all of which are designed to assure positive and productive homeowner interaction with the program. Providers warn, suspend or terminate a registered contractor and/or affiliated individual from the program based on violations of the Contractor Participation Agreement.

11. ELIGIBLE PRODUCTS: The Program enables and encourages homeowners to install measures on their homes which are designed but not guaranteed to save water or energy. The Program is responsible for implementing practices and controls (e.g., eligible product databases and product confirmation processes) ensuring that financing is used only for eligible measures. Program product eligibility criteria ensure that property owners are financing improvements which are industry recognized for achieving higher levels of home energy or water efficiency using performance criteria that the U.S. Department of Energy, U.S. Environmental Protection Agency, the California Energy Commission and/or other federal and state agencies or other reputable third parties have established.

12. MAXIMUM FINANCING AMOUNT: While the program does not set price controls, it implements a maximum financing amount (“MFA”) procedure based upon the fair market value of the eligible products and the provider’s experience. The MFA sets the ceiling for amounts that can be financed. The MFA does not set pricing for installation.

13. REPORTING: Reporting the economic and environmental results of Program participation is essential for the program provider, elected officials, environmental agencies, the investment community, the real estate and mortgage industry and many other stakeholders. Metrics such as economic stimulus dollars invested, greenhouse gas reduction, the number of measures funded, the amounts funded, renewable energy production and energy savings serve this need. The provider is responsible for producing, on at least a quarterly basis, a key metrics report.

14. CLOSING & FUNDING: The program provides limited purpose financing to homeowners, and not general purpose financing that is common among traditional sources of financing. The program has front-end (e.g., eligible product call-in requirements) and pre-funding (e.g., completion certificates and permits) procedures designed to confirm that their financing dollars are used for permissible purposes. A policy requiring such procedures is essential to protecting the integrity of the program and its public policy goal of bringing efficiency and renewable energy to the housing sector. It is the policy of the program for homeowners to obtain required permits and for the program to disburse funds only for projects that are complete to the satisfaction of the homeowner.

15. EXAMINATION: The bond issuing authority will develop examination procedures to evaluate these above enumerated consumer protection policies, requiring that they be reviewed by an outside third party auditor regularly to ensure compliance by any provider operating in the marketplace served by the bond issuer.

PACE Consumer Protection Policies

Version 1.0

(Residential PACE Program)

OVERVIEW

Property assessed clean energy (“PACE”) programs enable an unprecedented range of homeowners to access energy efficiency, renewable energy, and water efficiency measures that improve the financial, functional and environmental aspects of home ownership. Improvements such as these make homes less costly to operate and more comfortable to live in, while simultaneously reducing energy and water consumption. Without PACE Programs many homeowners would have no, or costly, access to such benefits.

PACE Programs (“PACE Programs” or the “Program”), including the government authority sponsoring and administering them (“Authority”, Program Administrator” or “Administrator”) and, where applicable, the entity or entities who help implement them (“Partner”), deliver tools and resources that enable homeowners to make smart, informed and responsible choices regarding such measures (“Measures”). Appropriate use of such tools is the responsibility of all Programs, which means that care needs to be taken with homeowners before, during and after origination of Program financing. In other words, consumer protections that serve homeowners must be a core value of the Program, the Authority and the Partner. In this document, “Partner” refers to the government authority in all cases where the Program does not include a third party non-government partner.

The baseline consumer protection policies of the Program cover the following areas: (i) Risk, (ii) Disclosures and Documentation, (iii) Financing Terms, (iv) Operations, (v) Post-Funding Support, (vi) Data Security, (vii) Privacy, (viii) Marketing and Communications, (ix) Protected Classes, (x) Contractors, (xi) Eligible Products, (xii) Pricing, (xiii) Reporting, (xiv) Closing & Funding and (xv) Examination. These Policies provide homeowners with a greater level of consumer protection than any other form of financing. They also guide the Program’s implementation, enabling the transformation of its potential into tangible benefits for homeowners.

1. RISK

Policy Summary: The Program blends traditional credit risk considerations together with statutory requirements and legislative policy to develop risk criteria that are fitted to the Program. These criteria take into account the unique risk profile that this form of financing presents to enable qualifying homeowners to access it. While this process will exclude unqualified homeowners and properties, special consideration has been given to developing inclusive standards. These criteria examine four key attributes of every financed project: (i) the real property on which the improvements will be installed (“Property” or “Properties”), (ii) the encumbrances presently recorded against the Property, (iii) the nature of the improvements to be installed; and (iv) the homeowner’s mortgage and property tax payment history.

- 1.1. Properties. Consistent with foundational considerations, it is the policy of the Program to make the Program available to the entirety of the existing residential housing stock in political boundaries of the Program. Properties for which this form of financing is not available include: (i) commercial properties (including residential properties comprising four (4) or more units), (ii) new properties under construction and (iii) tax exempt properties (properties not subject to levy), such as tribal, non-profit or state-owned residential properties. If requested in good faith by the homeowner applying for the Program, the Partner is responsible for completing a “second look” eligibility review of all applications related to properties initially determined to be excluded, re-examining the specific attributes of the Property in question and confirming or modifying the original determination.
- 1.2. Encumbrances. The encumbrance profile of Properties is an important element of the decisioning process for Program participation. The Program is designed to harness unused financing capacity of homes in which eligible improvements are installed. Such financing is inappropriate if it burdens Properties and their owners too greatly. Accordingly, Properties eligible for Program financing will have the following attributes:
 - 1.2.1. All mortgage-related debt on the Property may not exceed 90% of the Property’s fair market value (“FMV”), or assessed value if market value data is unavailable or unreliable, at the time of initial approval;
 - 1.2.2. Reliability of the Program FMV model should be verified through an accepted and regular audit process, sampling appraisal data as a means of measurement and verification;
 - 1.2.3. The financing may not exceed (i) fifteen percent (15%) of the FMV of the Property, up to the first seven hundred thousand dollars (\$700,000) of the Property’s FMV, and (ii) ten percent (10%) of the remaining value of the Property above seven hundred thousand dollars (\$700,000);
 - 1.2.4. The total mortgage-related debt on the underlying Property plus Program financing

may not exceed the FMV of the Property; and

- 1.2.5. The total amount of any annual property taxes and assessments shall not exceed five percent (5%) of the Property's FMV, determined at the time Program financing is approved.
- 1.3. Eligible Improvements. The Program provides financing for a broad range of eligible products and projects permanently-affixed to the Property, the details of which are set forth in Section 11 below. The Program is not available to finance ineligible products and projects, which comprise everything not specified in Section 11. While the Program is responsible for confirming compliance with the Section 11 requirements, it is not responsible for determining post-installation energy performance, savings or efficacy of such products or projects. The Program relies on U.S. Department of Energy, the Environmental Protection Agency and other government agencies in determining what constitutes an Eligible Improvement.
- 1.4. Homeowners. PACE Program assessments appear as line items on property tax bills and homeowners repay their financing when they pay their property tax bills. The mortgage and property tax payment history of homeowners of record thus is an important decisioning element of Program eligibility criteria. Accordingly, at the time of application, homeowners eligible for Program financing will have status and payment histories that are consistent with the following:
 - 1.4.1. The Applicants are the owners of record;
 - 1.4.2. Property tax payments for the assessed Property are current. Additionally, the homeowner must certify that there is no more than one late payment for the shorter of (i) the previous three years, or (ii) since the present homeowner acquired the Property;
 - 1.4.3. Homeowner(s) are current on all mortgage debt, and have been late on such payments no more than once (30 days maximum) during the 12-month period preceding funding;
 - 1.4.4. No homeowner applicant has had any active bankruptcies within the last 7 years; provided, however, that this criterion can be met if a homeowner's bankruptcy was discharged between two and seven years before the application date, and the homeowner(s) have had no payments (mortgage and non-mortgage) past due for more than 60 days in the most recent 24 months; and
 - 1.4.5. Homeowner(s) have no involuntary lien(s) recorded against the Property in excess of \$1,000.

2. DISCLOSURES & DOCUMENTATION

Policy Summary: The documentation of the Program gives it shape, integrity and enforceability. Program participation documentation embodies principles key to the Program such as clarity, fairness, compliance, disclosure, knowledge and completeness. A reader who has spent time with the documentation should develop an unambiguous understanding of each and every right, risk and obligation associated with the Program's financing product. PACE is a new form of financing that, while sharing some features of traditional financing, presents new considerations for homeowners. Disclosures covering Program financing's unique repayment cycle (annual or semiannual) and the Federal Housing Finance Authority announcement regarding payoff of Program financing at the time of sale or refinance are among the new considerations. Best practices counsel the Program to disclose traditional financing terms (e.g., interest rates, financing term, payment amounts) as well. In the end, a homeowner who understands the Program's disclosures will be informed and have a clear understanding of the Program's traditional and non-traditional features.

- 2.1. Document timing. Before commencement of any Program-financed project, a homeowner needs to: (i) submit an application; (ii) receive approval of the Measures from the Partner; and (iii) execute documentation covering the terms described in this Section and in the Disclosures summarized in this Section. Following construction of the Measures, a homeowner needs to: (i) execute an acknowledgement that the installation of the Measures has been completed satisfactorily; and (ii) receive a final summary of costs and payments. Delivery to, and execution of all such documentation by, the homeowner is the responsibility of the Partner.
- 2.2. Terms. Terms that are fundamental to the Program and that need to be reflected in its documents comprise: (i) the amount financed, fees and capitalized interest included, (ii) the repayment process and schedule, (iii) the payment amounts, (iv) a term that does not exceed the useful life of the improvements, (v) the rate of interest charged, (vi) a rate of interest that is fixed (not variable), (vii) a payment schedule that fully amortizes the amount financed, (viii) the nature of the lien created upon recordation, (ix) the specific improvements to be installed, (x) the 3-day right to cancel the financing, (xi) the right to withhold approval of payment until the project is complete, and (xii) Section 5899.2 rights for solar lease improvements. It is the responsibility of the Partner to prepare, deliver and arrange for execution of documents reflecting such terms.
- 2.3. Disclosures Policies. Disclosures heighten homeowner's awareness of key program financing terms and risks that appear in the Program terms and documentation. It is the policy of the Program that Partners confirm delivery to, and receipt by, homeowners of

these disclosures, and obtain written acknowledgement that homeowners have read and understand them. The following comprise the key disclosures of the Program provided by Partners in a financing summary in the form attached hereto as Attachment A.

Disclosures	Description
Term of financing	The maximum time period of the financing
Amount financed	The total amount financed, including fees and capitalized interest
Annual payment amount	The amount due each year, even if paid in semi-annual installments or through impound payments
Annual interest rate/APR	The effective interest rate after taking into account all fees and capitalized interest
Improvements financed	The Measures installed
FHFA risks	The risk that the homeowner may need to pay off the PACE assessment at the time of sale or refinance
Right to cancel	The 3-day right to rescind the financing
Prepayment	The right to prepay the Program financing without penalty

The following comprise additional key disclosures of the Program provided by Partners.

Disclosures	Description
Program overview	A document or section of a document that provides a comprehensive summary of the Program, including a summary of a homeowner's rights and obligations
Property tax repayment process	Payment of a homeowner's property tax bill that will include a line item related to the installed Measures
Tax benefits	Benefits associated with the purchase of certain Measures and the annual payments related to them.
Privacy	A notice describing the privacy policies of the Program
Federal disclosures	Those appearing in the Program application
Foreclosure	The foreclosure process in the event of a homeowner default

2.4 Confirmation of Terms. For all Program financing applications associated with contractors that are either new to the Program or are on a Partner's "watch list" (i.e. those contractors that are not "Top Rated Contractors" defined below), it is the policy of the Program that such Partner confirm live by telephone with the homeowner applicant each Program financing term listed in (b)-(g) of this Section 2.4 below. These confirmation requirements do not apply to contractors who have reached the Partner's top rating category (the "Top Rated Contractors"). For Top Rated Contractors, it is the policy of the Program that the Partner conduct randomized calls to homeowners to confirm financing terms.

Notwithstanding the above, irrespective of the contractor with whom the Program financing is associated, it is the policy of the Program that the Partners confirm live by telephone for each applicant who is over 64 years old the Program financing terms listed in (a)-(g) of this Section 2.4 below, and any other special categories of homeowners as designated by the Program. For avoidance of doubt, for homeowners over 64 years old, a voicemail message does not satisfy the requirement of Program financing term confirmation under this Section 2.4.

When confirming terms of a Program financing with a homeowner, the Partners will request the homeowner to describe generally the improvement(s) being financed using the Program financing, and will ascertain that the homeowner understands:

- (a) The reason for the specific improvement(s) being obtained by such homeowner.
- (b) His or her total estimated annual payment.
- (c) The date his or her first tax payment will be due.
- (d) The term of the Program financing.
- (e) Any additional fees (including recording fees) that will be charged to him or her.
- (f) That payments for the Program financing will be added to his or her property tax bill and will cause the property tax bill to increase.
- (g) That he or she may make payments on the Program financing either directly to the county assessor's office or through his or her mortgage impound account.

3. FUNDING

Policy Summary: PACE is a new form of financing that, while sharing some features of traditional financing, presents new considerations for financing capital sources and structures. Best practices counsel the Program to proactively solicit feedback from Program stakeholders and homeowners and incorporate learnings into policy improvements which benefit homeowners.

Interest Rates. It is the policy of the Program that the Partner offers fixed simple interest rates, and payments that fully amortize the obligation. Variable interest rates or negative amortization financing terms are not permitted.

Sustainable funding source. It is the policy of the Program that Partners establish a sustainable source of capital for funding PACE financed projects separate from the Authority's general fund or budget and have access to capital markets to ensure funding of qualified projects is available on a consistent basis. A Partner must demonstrate the capacity to fund assessments that the Administrator anticipates originating through such Partner over the six (6) month period immediately following the Administrator's review of such Partners' financial statements.

Subordination. The Program is not required but may offer the capability to accommodate homebuyers and homeowners by offering subordination of certain rights of its PACE assessment lien to the lien of a mortgage or deed of trust. The subordination may provide the lien under a mortgage or deed of trust with senior rights such that the lender will be induced to make a loan on a PACE-assessed property. The subordination option may be made available to homebuyers and homeowners in accordance with policy agreed upon by the Authority and the Partner.

Contractor fees. It is the policy of the Program that Partners can only charge fees to contractors offering Program financing as long as Partners (i) clearly and conspicuously disclose such fees to homeowners and (ii) require that contractors absorb such obligations and not pass such fees on to homeowners.

4. OPERATIONS

Policy Summary: Operations delivers the Program to homeowners. Operations commercializes, productizes and draws on the work completed in a broad range of disciplines by the Partner or its Partner, such as sales, training, risk, contractor engagement, municipal engagement, accounting, finance, legal, capital markets, compliance, business development, marketing, government affairs and corporate development. While each operating unit incorporates thoughtful and highly effective consumer protections in the work it produces, Operations is the gatekeeper responsible for assuring that the Program has the people, processes, tools and technology necessary to deliver to homeowners the Program financing product, as well as the consumer protections described in these Policies.

Operational consumer protection policies. It is the policy of the Program that the Administrator and its Partner develop and provide people, processes, tools and technology necessary to support the consumer protection measures described in detail elsewhere in this policy, including: (i) risk and underwriting processes; (ii) terms and documentation delivery systems; (iii) documentation, maintenance and retrieval processes; (iv) disclosure development, delivery and acknowledgment receipt; (v) post-funding support for homeowners and other stakeholders such as real estate professionals; (vi) data security measures; (vii) privacy policy development and protections; (viii) marketing and communication oversight; (ix) protected class data and communication processes; (x) contractor management and engagement; (xi) eligible product database and/or list development and maintenance; (xii) implementation of the maximum financing amounts; (xiii) key metrics reporting; (xiv) closing and funding processes (including the ability to fulfill financing obligations); (xv) examination data production; and (xvi) implementation of procedures to identify and prohibit conflicts of interest within and associated with the Program.

5. POST-FUNDING HOMEOWNER SUPPORT

Policy Summary: A public/private partnership is at the core of the Program. This partnership carries with it elevated consumer protection responsibilities that apply to the Program with as much significance during the post-funding period as they do during the time of application and origination. Establishing and operating an executive office responsible for customer care that responds to inquiries, complaints, contractor and workmanship concerns, product performance questions and related matters for the lifecycle of the improvements financed is fundamental to the consumer protections that the Program provides.

- 5.1. Proactive Engagement. It is the policy of the Program that the Partner and its Partner proactively to monitor and test the consumer protections delivered to homeowners, and to request feedback from homeowners and contractors to identify areas in need of improvement.
- 5.2. Onboarding. It is the policy of the Program that Partners develop and implement a post-installation onboarding procedure to reinforce key characteristics of the Program, such as those highlighted in the Program disclosures.
- 5.3. Payments. It is the policy of the Program that the Partner have disclosures and resources in place to resolve homeowner questions regarding matters such as impound account catch up payments, payment timing inquires and payment amount reconciliation. It is also the policy of the Program that the Partner implement procedures for responding to requests for partial or full prepayment of their PACE property tax assessment in a timely and complete manner.
- 5.4. Inquiries and complaints. It is the policy of the Program that the Partner receive, manage, track, timely resolve, and report on all inquiries and complaints from homeowners. This policy contemplates development of a team with the skills necessary to perform inspections, meet with homeowners and contractors, investigate matters, and mediate resolutions with homeowners and contractors. The Partner must proactively work to resolve inquiries and complaints in a reasonable and timely manner and in accordance with the Program guidelines and must make communication for homeowners available during regular business hours by phone, email and facsimile communication.
- 5.5. Real estate transactions. It is the policy of the Program that the Partner develop capabilities to assist homeowners who are refinancing or selling their Properties. The Partner must support real estate professionals providing services to refinance and sales transactions for properties with PACE assessments.

6. DATA SECURITY

Policy Summary: Trust is fundamental to any financing relationship, and Program financing is no exception. The public/private partnership at the center of the Program, as well as the confidential relationship homeowners have with the Program Partner mandate that any market-ready Program be in robust compliance with sturdy cyber-security standards, and in particular develop secure and tested processes that protect homeowner personal identifiable information at points of potential vulnerability, especially during the application process.

6.1. Information systems. It is the policy of the Program that the Partner develop and comply with secure and tested processes to protect the personal identifiable information of the homeowner described in Section 7 below. Such secure and tested processes should, at a minimum, include:

- 6.1.1. A cyber-security policy and protocol that, at a minimum, requires data encryption “during transmission” and “at rest,” and compliance with sturdy cyber-security standards.
- 6.1.2. The Partner is responsible for controlling access to information, based upon, job function and need-to-know criteria.
- 6.1.3. The Partner is responsible for taking security measures that protect the security and confidentiality of consumer records and information in proportion to the sensitivity of the information, including, without limitation, requiring all computers and other devices containing any confidential consumer information to have all drives encrypted with industry standard encryption software.
- 6.1.4. The Partner is responsible for monitoring and logging all remote access to its systems, whether through VPN or other means.
- 6.1.5. Data security policies are subject to auditing and penetration testing conducted by an independent auditor hired by the Authority at least annually and any time a change is made that may have any potential impact on the servers, security policies or user rights.
- 6.1.6. The Partner is responsible for ensuring minimum viable configurations are in place on all servers. All firewalls should have continuous logging enabled. In addition, access control lists and audited server configurations should be used to ensure that data security is maintained.

6.2. Personnel.

- 6.2.1. The Partner is responsible for informing and enforcing the compliance with the Program’s data privacy and security policies on the part of every employee, contractor, vendor, agent, service provider, representative, and associate who is exposed to personal identifiable information of homeowners.

- 6.2.2. The Partner is responsible for implementing protections and controls to prevent unauthorized copying, disclosure, or other misuse of sensitive consumer information.

7. PRIVACY

Policy Summary: The trusting and confidential relationship that exists between homeowners and Program extends to the Partner's use of homeowner data. Compliance with the Gramm-Leach-Bliley Act as well as the establishment of clear opt-in and opt-out protocols for information sharing are the pillars of the Program's privacy policy. More broadly, Program must protect and manage sensitive consumer information, must respect the privacy of all homeowners, and must implement robust controls to prevent unauthorized collection, use and disclosure of such information.

The following summarizes the Program's privacy policy:

- 7.1. Privacy policy. The Program obtains sensitive consumer information from homeowners as part of the application process for Program participation or through other homeowner touch points with the Program. It is the policy of the Program that the Partner develops and delivers to homeowners who apply for the Program or who otherwise provide personal identifiable information (e.g., full name, home address, social security numbers, date of birth,) a privacy policy that complies with state and federal law (e.g., the Gramm-Leach-Bliley Act) and, in particular, prohibits sharing with third parties personal identifying information of homeowners without the homeowners' express authorization except where expressly permitted by state and federal law. Such privacy policy will cover (i) the sources from which sensitive consumer information is obtained, (ii) the Partner's use of sensitive consumer information, and (iii) a mechanism by which a consumer may opt-out of sharing information. The Partner will deliver to homeowners any updates to such privacy policies.
- 7.2. Application process. It is the policy of the Program that all personal identifying information provided by a homeowner to the Partner during the application process is provided directly by the homeowner to the Partner. The Partners will establish processes and controls to ensure that personal identifiable information of a homeowner is obtained directly from such homeowner (or his verifiable legal representative or attorney in fact) and not from a contractor or other third party.

8. MARKETING & COMMUNICATIONS

Policy Summary: Clear, informative, truthful, balanced, transparent and complete communications are essential for the Program. The stakeholders of any Program include (without limitation) homeowners, contractors, the Authority, government officials and staff, investors, finance partners, real estate professionals and lenders. Communications, acts and practices that mislead stakeholders add ineligible expense to PACE financing or to the Program, abuse stakeholders, and otherwise fail to meet the core communication standards of appropriateness for the Program and are not acceptable.

- 8.1. Prohibited practices. It is the policy of the Program to prohibit practices that are or could appear to be unfair, deceptive, abusive, and/or misleading, that violate laws or regulations, that provide tax advice, that are inappropriate, incomplete or are inconsistent with the Program's purpose (e.g., use of check facsimiles to dramatize the amount of PACE Program financing available or presented as if a negotiable instrument). Marketing practices that are likely to add unnecessary expense to a homeowner (e.g., paying consumers for applications), that unlawfully use sensitive consumer data or that violate any other law or regulation (including, for example, practices related to telemarketing) are prohibited.
- 8.2. Permitted practices. It is the policy of the Program to adhere to all legal and regulatory requirements (e.g., telemarketing) pertaining to its advertising and marketing efforts. On the basis of providing clear and concise communication to consumers, any practice that promotes informed decisioning on the part of homeowners and is not prohibited as described in section 8.1 above is permitted. The Partner is responsible for developing, delivering to and enforcing marketing guidelines for the Program's Registered Contractors. Any marketing materials that fall outside of marketing guidelines established must be approved by the Partner to ensure that they are not unfair, deceptive, abusive and/or misleading.
- 8.3. Tax advice. It is the policy of the Program that no Partner, contractor or third party (who is not a tax expert) may provide tax advice to consumers regarding their Program financing which includes making affirmative statements or claims as to the tax deductibility of the payments. Homeowners are encouraged to seek the advice of an expert regarding tax matters related to the Program. The Program shall monitor and test the sales practices of employees and contractors to confirm adherence to the policy set forth in this Section 8.3.
- 8.4. Payments in Exchange for Financing. It is the policy of the Program that no Partner, contractor or Affiliated Individual may provide a direct cash payment or other thing of value to a homeowner explicitly in exchange for such homeowner's selecting Program

financing. For avoidance of doubt, the limitations provided in this Section 8.4 are not intended to prevent the Program from offering to homeowners, contractors or Affiliated Individuals promotions that are not explicitly part of the exchange referred to in the preceding sentence.

9. PROTECTED CLASSES

Policy Summary: It is the Partner's responsibility to ensure compliance with all state and federal laws that cover individuals in protected classes (e.g., race, religion, color, marital status, sex, national origin, citizenship, presence of children, disability, gender, age and/or sexual orientation because an applicant receives income from a public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act.) Heightened protections for homeowners over 64 years old, such as confirming understanding of financing terms and project specifications, is a focus of the Program. The Partner is responsible for protecting against intended and unintended non-compliance with such standards, and in particular for providing legally unbiased access to, and decisioning of, requests for Program financing.

- 9.1. General. It is the policy of the Program that controls be designed to monitor and test compliance with all state and federal laws covering homeowners in protected classes.
- 9.2. Elders. It is the responsibility of the Partner to develop and implement a program that validates elder homeowner (i.e., homeowners over 64 years old) understanding of the eligible improvement project for which they are seeking Program financing, including the terms of such financing.
- 9.3 Financing Access and Decisioning. It is the responsibility of the Partner to provide legally unbiased access to, and decisioning of, requests for Program participation.

10. CONTRACTOR REQUIREMENTS

Policy Summary: Contractors and their sales persons are one of the primary means through which homeowners become aware of Program participation options. Contractors and their sales persons enter into contracts with the Partner, and register with all relevant state and local licensing boards and agencies. Contractors are required to follow a code of conduct, maintain policies of insurance, post bonds, follow marketing requirements, complete training courses, among other similar obligations, all of which are designed to assure positive and productive homeowner interaction with the Program.

- 10.1. Policies. It is the policy of the Program that all contractors who sell, install, or manage subcontractors who install, eligible improvements will have executed and that all such contractors and all employees, entities, owners, partners, principals, independent contractors, third party agents or other person who perform any services for the contractor in connection with a Program financing (collectively, the “Affiliated Individuals”) meet the requirements of the Program’s Contractor Participation Agreement, which include:
 - 10.1.1. Compliance with the current Registered Contractor code of conduct, a sample of which is attached hereto as Attachment B or other code of conduct that embodies the principles outlined in Attachment B;
 - 10.1.2. Maintenance of an active license, and be in good standing, with the California Contractor State License Board (“CSLB”), including compliance with the CSLB (or equivalent agency or program) insurance and bonding requirements;
 - 10.1.3. Execution of the Program’s Contractor Participation Agreement only by a person who is listed as an Responsible Managing Owner (“RMO”), Responsible Managing Employee (“RME”), Responsible Managing Manager (“RMG”), Responsible Managing Member (“RMM”), sole owner or qualifying partner with the CSLB and who is authorized to act on behalf of, and who is responsible for the actions of, a Registered Contractor (a “Qualifying Individual”);
 - 10.1.4. Oversight and management of employees, independent contractors and subcontractors who provide services to Registered Contractors accessing the Program;
 - 10.1.5. Meeting all other state and local licensing, training and permitting requirements;
 - 10.1.6. Compliance with the Program’s marketing policies; and
 - 10.1.7. Ensuring all Affiliated Individuals register with the Program.
- 10.2. New Contractors. Regarding Registered Contractors new to the Program, it is the policy that the Partner:

- 10.2.1. Has a specified probationary period (i.e., place the new Registered Contractors on a watch list) until the new Registered Contractors have completed the required number of Measures;
- 10.2.2. Has procedures in place, during the Registered Contractor probationary period, to provide additional quality assurance steps for Measures completed by the Registered Contractors on the watch list; and
- 10.2.3. Has procedures in place to review Registered Contractor work to confirm satisfactory completion of projects conducted during the probationary period for which Program financing is used.
- 10.3 Contractor Management. It is the policy that the Partner implement contractor management systems and procedures that manage and track contractor training and compliance violations on an individual and company basis.
- 10.4 Contractor Training. It is the policy of the Program that each Partner make available contractor training regarding, at a minimum, the following: (i) the applicable contractor code of conduct terms as required by the Program, (ii) protected classes, including, without limitation, elder protection, and (iii) other consumer protection measures as required by the Program.
- 10.5 Remedial Action. Partners warn, suspend or terminate a Registered Contractor and/or Affiliated Individual from the Program based on violations of the Contractor Participation Agreement. The Program does not accept Program applications processed by suspended or terminated contractors and/or associated representatives.

11. ELIGIBLE PRODUCTS

Policy Summary: The Program enables and encourages homeowners to install Measures on their homes which are designed but not guaranteed to save water or energy. The Program is responsible for implementing practices and controls (e.g., eligible product databases and product confirmation processes) ensuring that financing is used only for eligible Measures, and that it is not provided for ineligible ones. Program product eligibility criteria ensure that property owners are financing improvements which are industry recognized for achieving higher levels of home energy or water efficiency. While the Program is responsible for confirming compliance with the initial capacities of such products, it is not responsible for determining post-installation energy performance, savings or efficacy of such Measures.

- 11.1. Policies. Consistent with the objectives of the PACE enabling legislation, it is the policy of the Program through consultation with the Partner and the Authority to:
 - 11.1.1. Establish, and maintain an eligible products database and/or list, documenting the associated eligibility specifications for each product that conform to the requirements outlined in Attachment C hereto;
 - 11.1.2. Define a process for adding or modifying the eligible product database;
 - 11.1.3. Ensure that eligible product energy efficiency/water efficiency/energy generation (as applicable) performance standards are calibrated and verified using performance criteria that the U.S. Department of Energy, U.S. Environmental Protection Agency, the California Energy Commission and/or other federal and state agencies or other reputable third parties has established;
 - 11.1.4. Use credible third party sources to determine the useful life of the product, which will be used to set the maximum term for the Program's financing; and
 - 11.1.5. Require that the product is permanently affixed to the Property.
- 11.2. Procedures. It is the policy of the Program that the Partner establish procedures confirming that the homeowner applying for Program financing intends to install eligible products, and that at the time of funding such improvements have been installed.
- 11.3. Ineligible Products.
 - 11.3.1. Financing of ineligible products under the Program is prohibited.
 - 11.3.2. Products that are not included on the eligible products list or in the eligible products database can be submitted for review by the Program, if a homeowner has a good faith reason to believe they should have been included.

12. MAXIMUM FINANCING AMOUNT

Policy Summary: Many homeowners cannot readily access price information regarding the installation of energy efficiency, renewable energy and water conservation improvements for their homes, and cost often is a key economic consideration. While the Program does not set price controls, it implements a maximum financing amount (“MFA”) procedure based upon the fair market value of the Measures. The MFA sets the ceiling for amounts that can be financed.

The Program’s maximum financing amount policies provide as follows:

- 12.1. It is the policy of the Program to develop maximum financing amounts based on market data and the Partner’s experience, but not to set pricing for installation of eligible products and projects. In evaluating project pricing, the Partner takes into account regional factors that may contribute to the pricing of improvements.
- 12.2. It is the policy of the Program that each Partner will, at a minimum, establish an MFA for each product type (e.g. for central air conditioners, solar PV systems, solar thermal systems and artificial turf).
- 12.3. Within each MFA, there is a low to high range of justifiable pricing, depending on the particular product within a product type (e.g. there may be different types of central air conditioners, solar PV systems, solar thermal systems and artificial turf). It is the policy of the Program that each Partner will establish product/project attribute related pricing rules that dictate what pricing within such low to high MFA range is justified.
- 12.4. It is the policy of the Program that each Partner establish processes and systems for purposes of enforcing the MFA rules (as described in Section 12.3) for every project.
- 12.5. A product may only be funded for an amount that is greater than the MFA for such product if the amount exceeding the MFA is justified by reasonable standards that are validated and documented through processes and systems acceptable to the Authority.

13.REPORTING

Policy Summary: Reporting the economic and environmental results of Program participation is essential for the Program, Partners, elected officials, environmental agencies, the investment community, the real estate and mortgage industry and many other stakeholders. Metrics such as economic stimulus dollars invested, greenhouse gas reduction, the number of Measures funded, the amounts funded, renewable energy production and energy savings serve this need. The Partner is responsible for producing, on a quarterly basis, a key metrics report.

- 13.1. Reporting categories. It is the policy of the Program that Program statistics reporting and estimated impact metrics in the following categories be developed and reported quarterly to the Authority: (i) number of projects funded, (ii) project amount funded, (iii) estimated amount of energy savings, (iv) estimated amount of renewable energy produced, (v) estimated amount of water savings, (vi) estimated amount of greenhouse gas emissions reductions, and (vii) estimated number of jobs created.
- 13.2. Reporting standards. It is the policy of the Program that all data collected for the quarterly metrics reports be developed and collected using standardized, third party verified methodologies. The methodologies and supporting assumptions and/or sources must be made available to the Authority by the Partner. It is the responsibility of the Partner to develop reports consistent with each of categories listed above and to test and verify the data collection and reporting methods and models used. All reports shall include only aggregate data, excluding any sensitive customer information.
- 13.3. Participation in CAEATFA. Residential PACE programs operating in California must participate in the PACE Reserve program of the California Alternative Energy and Advanced Transportation Authority. Accordingly, the Programs must report bi-annually on program activity to CAEATFA.

14. CLOSING & FUNDING

Policy Summary: The Program provides limited purpose financing to homeowners, and not general purpose financing that is common among traditional sources of financing. The Program has front-end (e.g., eligible product call-in requirements) and pre-funding (e.g., completion certificates and permits) procedures designed to confirm that their financing dollars are used for permissible purposes. A policy requiring such procedures is essential to protecting the integrity of the Program.

- 14.1. Installation Completion Sign-off. It is the policy of the Program to confirm, before funding, that the eligible products financed are installed, operational and in a condition that is acceptable to the homeowner and the contractor, and to require that the homeowner and the contractor attest to such by signing a document stating that all products have been installed to the homeowner's satisfaction and in accordance with product specifications. It is the responsibility of the Partner to confirm any such document is signed within the maximum allowable installation time as specified by the Program
- 14.2. Permits. It is the policy of the Program for homeowners seeking Program financing to obtain required permits for the installation of Measures and provide verification thereof upon request.
- 14.3. Funding. It is the policy of the Program to disburse funds only for projects that are complete.
- 14.4. Recording. It is the policy of the Program to record the Notice of Assessment and Payment of Contractual Assessment Required documentation in a manner consistent with state law.
- 14.5. Asset verification. It is the policy of the Program to confirm that product(s) listed on the Completion Certificate and for which Program financing has been provided have been installed and that the Partner develop and implement a randomized onsite inspection protocol acceptable to the Authority.

Attachment A

Financing Estimate

Save this Financing Estimate to compare with your Final Payment Summary.

DATE ISSUED	2/15/2013	TERM	10 years
PROPERTY OWNERS	Michael Jones and Mary Stone 123 Anywhere Street Anytown, ST 12345	PURPOSE	Home Improvement
PROPERTY	456 Somewhere Avenue Anytown, ST 12345	PRODUCT	Partner Program
		IDENTIFICATION #	123456789
		RATE LOCK	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, until 9/14/2015 After the expiration date interest rates and closing costs can change.

Products and Costs

Product Cost	\$16,900.00	<ul style="list-style-type: none"> • Building Envelope- Wall Installation • High Efficiency Pool Equipment- Pool Pump • Windows, Doors, and Skylights- Exterior Windows • High Efficiency HVAC- Whole House Fan
Financing Cost	\$970.30	See closing costs details
Prepaid interest	\$1,445.45	
Other Costs	\$130.00	
Financed Amount	\$19,445.89	Total amount of the assessment

Terms

		Can this amount increase after closing?	
Financed Amount	\$19,445.89	NO	Total amount of the assessment
Interest Rate	7.69%	NO	
Annual Principal, Interest and Other Costs	\$2,892.62	YES	Annual administrative fee is subject to change
		Does the financing have these features?	
Prepayment Penalty		NO	Interest will be due to the next bond call date
Balloon Payment		NO	

Projected Payments

Payment Calculation	Years 1-10		
Principal & Interest	\$2,857.62		
Annual Administrative Fee	+ \$35.00		Annual administrative fee is subject to change
Estimated Total Annual Payment	\$2,892.62		

Your payment will be added to your property bill for the next 10 years. If your project is completed and all your documents are submitted and approved by June 15, 2016, your first payment will be included on your November 2016 tax bill. If your documents are submitted and/or approved after June 15, 2016, your first payment will be included on your November 2017 tax bill. Estimated payment information on this document assumes all documentation is approved on September 14, 2016.

Closing Cost Details

Costs at Closing		
Estimated Closing Costs	\$2,545.75*	Includes \$970.30 in Financing Costs + \$130 in Other Costs + \$1,445.45 in Prepaid Interest. See <i>Calculating Cash to Close</i> summary for details. *While no cash is required to close this transaction, these items are included in the amount financed. If you do not wish to finance these items, you may pay them at the time of funding.
Estimated Cash to Close	\$0	See <i>Calculating Cash to Close</i> summary for details.

Financing Costs		Other Costs	
A. Origination Charges	\$970.30	D. Recording and Administrative Fees	\$130.00
Application Fee	\$0	County Recording Fee	\$95.00
Underwriting and Bond Issuance Fee	\$970.30	Program Administrative Fee (Annual)	\$35.00
B. Services	\$0	E. Prepaid Interest	\$1,445.45
Appraisal Fee	\$0	E. Prepaid Interest (from closing to first payment)	\$1,445.45
Credit Report Fee	\$0	F. TOTAL CLOSING COSTS (C + D + E)	\$2,545.75
Tax Monitoring Fee	\$0		
Tax Status Research Fee	\$0		
Title- Title Search Fee	\$0		
C. TOTAL FINANCING COSTS (A + B)	\$970.30	Calculating Cash to Close	
		Total Closing Costs (F)	\$2,545.75
		Closing Costs Financed (Paid from Financed Amount)	-\$2,545.75
		Down Payment/Funds from Borrower	\$0
		Estimated Cash to Close	\$0

Additional Information About This Financing

PACE PROVIDER Partner Program
EMAIL info@partnerprogram.com
PHONE (855) 0000-411

Comparisons		Use these measures to compare this financing with other forms of financing.
In 10 Years	\$19,445.89	<i>Principal you will have paid off.</i>
	+ \$8,065.01	<i>Amount of interest you will have paid.</i>
	+ \$1,415.30	<i>Amount of financing and other costs you will have paid.</i>
	= \$28,926.20	<i>Total you will have paid in principal, interest, financing and other costs.</i>
Annual Percentage Rate (APR)	9.47%	<i>Your costs over the term expressed as a rate. This is not your interest rate.</i>
Total Interest Percentage (TIP)	46.95%	<i>The total amount of interest that you will pay over the term as a percentage of your financing amount.</i>

Other Considerations

Assumption If you sell or transfer this property to another person, we
 will allow, this person to assume this financing on the original terms.
 will not allow assumption of this financing on the original terms.

I understand, if i refinance my home, my mortgage company may require me to pay off the remaining balance. If i sell my home, the buyer or their mortgage company may require me to payoff the remaining balance.



 1 PO INITIAL

Payments Your payments will be added to your property tax bill. Whether you pay your property taxes through your mortgage payment, using an impound account, or if you pay them directly to the tax collector you need to save an estimated \$2,892.62 for your first payment in November 2016. After your first payment if you pay your property taxes through an impound account your monthly mortgage payment should adjust to cover your increased property tax bill.



 1 PO INITIAL

Tax Benefits Consult your tax advisor regarding tax credits, tax deductibility, and other tax benefits of the HERO Program. You are responsible for submitting appropriate document with your tax return.



 1 PO INITIAL

Late Payment If your tax payment is late you are subject to penalties and late fees established by the tax collector.

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this financing because you have signed or received this form.

Property Owner Signature	Date	Property Owner Signature	Date
Property Owner Signature	Date	Property Owner Signature	Date

Attachment B

1.1. Sample Registered Contractor Code of Conduct

- 1.1.1. Registered Contractors, on behalf of themselves and the employees, entities, owners, partners, principals, independent contractors, third party agents or other person (the “Registered Individuals”) who perform any sales, installation, advising, construction, creative services, digital marketing, lead generation, inspection or any other services in connection with the Registered Contractor on its behalf, shall:
- 1.1.1.1. Conduct business with Property Owners on a legal, respectful, ethical, fair and equitable basis.
 - 1.1.1.2. Ensure that Registered Individuals present identification (as determined by the PACE Program) establishing their affiliation with a Registered Contractor upon initial contact with a Property Owner, whether such contact occurs in connection with canvassing, sales, service or any other occasion upon which such representatives enter onto a Property Owner’s premises.
 - 1.1.1.3. Not provide, or even appear to provide, tax advice to Property Owners regarding any aspect of PACE Program financing. Any PACE Program that provides a simple tool on its website is merely intended to provide Property Owners the ability to easily quantify the effects if they determine that some or all of the PACE Program payments are deductible. If asked about the tax aspects of PACE Program financing, Registered Contractors should urge Property Owners to consult their tax advisor.
 - 1.1.1.4. Present Property Owners with the full and complete set of Partner Financing Program Documents, which include all pages of the Assessment Contract, Right to Cancel, Application, Financing Summary, and all other PACE Program documents and instruct the Property Owners to contact the Partner directly with any PACE Financing questions.
 - 1.1.1.5. Present the Completion Certificate for signature to the Property Owner only after completion of the project and when the Property Owner is satisfied and is ready for the PACE Program to release funds to the Registered Contractor.
 - 1.1.1.6. Analyze accurately each Property Owner’s energy usage, and anticipated energy savings likely to result from any Eligible Product installation following standards that can withstand independent, third party review and analysis.
 - 1.1.1.7. Seek always to provide high value products and services best suited to a Property Owner’s request or needs and comply with the Eligible Product requirements of the PACE Program. Install only Eligible Products for reasonable, market-based prices that are within industry price guidelines and that do not exceed the PACE Program maximum guidelines.
 - 1.1.1.8. Protect Property Owners, especially those in protected classes such as elders, from and against any exercise of undue influence that could lead to adverse purchasing, pricing and financing decisions.
 - 1.1.1.9. Maintain active, participating and good standing status as a member of the CSLB, and participate in continuing education in its/his/her chosen area of expertise, as well as in the PACE Program requirements, policies and procedures.
 - 1.1.1.10. Have a written contract with the Property Owner stating all proposed work and services.
 - 1.1.1.11. Obtain all legally required building permits, on behalf of the Property Owner, and follow through in obtaining sign off or approval from any authority with jurisdiction over any project on which Contractor works.
 - 1.1.1.12. Comply with all federal, state and local laws, ordinances, rules and regulations.

- 1.1.1.13. Use sound and legally compliant hiring practices, including but not limited to conducting credit and background and screening checks on all employees, temporary staff, contract employees, subcontractors and third party associates to assure that such persons comply with Registered Contractor's legal and ethical obligations described herein.
- 1.1.1.14. Provide PACE Program training for all employees, subcontractors and third party associates of Registered Contractors.
- 1.1.1.15. Maintain and provide the PACE Program with copies of requested documents that relate to projects financed by or through the PACE Program, as well as documents that relate to Registered Contractor certifications, licenses, or insurance/bonding.
- 1.1.1.16. Act in good faith to resolve promptly any complaint or grievance that a Property Owner may file with the PACE Program or the Registered Contractor.
- 1.1.1.17. Document and retain records regarding the resolution of all Property Owner disputes with a Registered Contractor for the PACE Program's review and assessment.
- 1.1.1.18. Comply with the letter and the intent of all provisions of the California Business and Professions Code relevant to the Registered Contractor's business.
- 1.1.1.19. Comply with all local, state and federal marketing and telemarketing laws, regulations and rules, including but not limited to the Telephone Consumer Protection Act, the Older American's Act (including Elder Rights Protection principles) and the Truth in Lending Act.

Attachment C

PACE Residential Eligible Product Guidelines

ALL PRODUCTS

In addition to the PACE Product Eligibility Specifications listed below, all product specifications and installation quality must meet or exceed applicable local, state, and/or federal permitting, codes, and standards. Project stakeholders are fully and solely responsible for ensuring product compliance with applicable sections of the current California Building Energy Efficiency Standards (Title 24, Part 6, Subchapters 1, 2, 7, 9).

Renewable & Alternative Energy Products

PRODUCT CATEGORY	PRODUCT TYPE	ELIGIBILITY SPECIFICATIONS	MAXIMUM TERM (YEARS)
Solar Photovoltaic	Solar Panel	<ol style="list-style-type: none"> Product must be listed as California Solar Initiative incentive-eligible photovoltaic module in compliance with CA-SB1 guidelines. Installation Contractor must be registered with the California Solar Initiative Program and have the correct CSLB licensure to install solar systems. System must be grid connected unless the property is not currently connected to the grid. Installed per manufacturer specifications. 	20
	Solar Inverter	<ol style="list-style-type: none"> Product must be listed as California Solar Initiative eligible inverter in compliance with CA-SB1 guidelines. Installation contractor must be registered with the California Solar Initiative Program and have the correct CSLB licensure to install solar systems. System must be grid connected unless the property is not currently connected to the grid. Installed per manufacturer specifications. 	20
Solar Thermal	Solar Water Heating	<ol style="list-style-type: none"> System must have the OG-300 System Certification by the Solar Rating and Certification Corporation (SRCC). Auxiliary tank must be residential class. Installed per manufacturer specifications. 	15
	Solar Pool Heating	<ol style="list-style-type: none"> Product must have the OG-100 Collector Certification by the Solar Rating and Certification Corporation (SRCC). Installed per manufacturer specs. 	15

PACE Residential Eligible Product Guidelines

PRODUCT CATEGORY	PRODUCT TYPE	ELIGIBILITY SPECIFICATIONS	MAXIMUM TERM (YEARS)
Alternative Energy	Small Wind Turbine	<ol style="list-style-type: none"> Product must be certified by the Small Wind Certification Council as meeting the requirements of the AWEA Small Wind Turbine Performance and Safety Standard (9.1-2009). Product must be grid connected unless the property is not currently connected to the grid. Installed per manufacturer specs. 	20
	Advanced Energy Storage System	<p>This product type specification is currently under revision and is not currently available.</p> <p>We hope to have this product type available again as an eligible option for projects in the very near future.</p>	--
	Electric Vehicle Charging Station	<ol style="list-style-type: none"> Product must certified as meeting the UL Subject 2594 Standard Testing for Charging Stations. Product must be a Level 2 charger with SAE J1772 standard charging plug. Installed per manufacturer specs. 	10
	Stationary Fuel Cell Power System	<ol style="list-style-type: none"> System must be certified as meeting the ANSI/CSA America FC1 standard. Installed per manufacturer specs. Installed in accordance with local code and/or the Standard for the Installation of Stationary Fuel Cell Power Plants, NFPA 853, the National Fuel Gas Code, ANSI Z223.1/NFPA 54, National Electrical Code, NFPA 70, as applicable. 	15

PACE Residential Eligible Product Guidelines

Energy Efficiency Products

PRODUCT CATEGORY	PRODUCT TYPE	ELIGIBILITY SPECIFICATIONS	MAXIMUM TERM (YEARS)
High-Efficiency Heating, Ventilation, and Air Conditioning (HVAC)	Air-Source Heat Pump	<ol style="list-style-type: none"> Product must be AHRI Certified and AHRI number must be provided. Product must be ENERGY STAR Certified: <ol style="list-style-type: none"> Split: SEER \geq 14.5 and EER \geq 12 and HSPF \geq 8.2. Package: SEER \geq 14 and EER \geq 11 and HSPF \geq 8.0. Must replace an existing product. Installed per manufacturer specs. 	15
	Central Air Conditioner	<ol style="list-style-type: none"> Product must be AHRI Certified and AHRI number must be provided. Product must be ENERGY STAR Certified: <ol style="list-style-type: none"> Split: SEER \geq 14.5 and EER \geq 12. Package: SEER \geq 14 and \geq EER 11. Must replace an existing product. Installed per manufacturer specs. 	15
	Furnace	<ol style="list-style-type: none"> Product must be AHRI Certified and AHRI number must be provided. Product efficiency must be: <ul style="list-style-type: none"> AFUE \geq 80% with ECM, or AFUE \geq 90% Must replace an existing product. Installed per manufacturer specs. 	20
	Evaporative Cooler	<ol style="list-style-type: none"> Product must be listed in California Energy Commission Appliance Efficiency Database. Must have separate ducting system— independent of the air conditioning and heating duct system. Must be permanently installed through wall or on the roof; window installed product is not eligible. Installed per manufacturer specs. 	10
	Boiler	<ol style="list-style-type: none"> Product must be AHRI Certified and AHRI number must be provided. Product must be ENERGY STAR Certified: AFUE \geq 85%. Must replace an existing product. Installed per manufacturer specs. 	20

PACE Residential Eligible Product Guidelines

PRODUCT CATEGORY	PRODUCT TYPE	ELIGIBILITY SPECIFICATIONS	MAXIMUM TERM (YEARS)
High-Efficiency Heating, Ventilation, and Air Conditioning (HVAC)	Geothermal Heat Pump	<ol style="list-style-type: none"> Product must be ENERGY STAR Certified: <ol style="list-style-type: none"> Closed Loop Water-to-Air: ≥ 14.1 EER and ≥ 3.3 COP Open Loop Water-to-Air: ≥ 16.2 EER and ≥ 3.6 COP Closed Loop Water-to-Water: ≥ 15.1 EER and ≥ 3.0 COP Open Loop Water-to-Water: ≥ 19.1 EER and ≥ 3.4 COP DGX: ≥ 15.0 EER and ≥ 3.5 COP Product must replace an existing product. Installed per manufacturer specs. 	15
	Hydronic Radiant Heating System	<ol style="list-style-type: none"> System must be powered by a high-efficiency PACE-qualified heating source. Installed per manufacturer specs. 	15
	Mini-Split Air Conditioner	<ol style="list-style-type: none"> Product must be AHRI certified and AHRI number must be provided. Efficiency: ≥ 15 SEER. Product must replace an existing product. Installed per manufacturer specs. 	15
	Mini-Split Heat Pump	<ol style="list-style-type: none"> Product must be AHRI certified and AHRI number must be provided. Efficiency: ≥ 15 SEER and HSPF ≥ 8.2. Product must replace an existing product. Installed per manufacturer specs. 	15
	Biomass / Wood Stove	<ol style="list-style-type: none"> Product must be certified and listed on the EPA Certified Wood Stoves list. Installed per manufacturer specs. 	15
	Duct Replacement	<ol style="list-style-type: none"> Duct system leakage: <ol style="list-style-type: none"> Partial Replacement: $\leq 15\%$ total system nominal flow Full Replacement: $\leq 6\%$ total system nominal flow Duct Insulation R-Value $\geq R-6$. Installed per Title 24, Part 6. 	20

PACE Residential Eligible Product Guidelines

PRODUCT CATEGORY	PRODUCT TYPE	ELIGIBILITY SPECIFICATIONS	MAXIMUM TERM (YEARS)
High-Efficiency Heating, Ventilation, and Air Conditioning (HVAC)	Heat/Energy Recovery Ventilator	<ol style="list-style-type: none"> Product must be certified by the Home Ventilation Institute (HVI). Installed per manufacturer specs. 	10
	Exhaust Ventilation Fixture	<ol style="list-style-type: none"> Product must be ENERGY STAR Certified. Installed per manufacturer specs. 	10
	Whole House Fan	<ol style="list-style-type: none"> Product must be listed in California Energy Commission Appliance Efficiency Database. Installed per manufacturer specs. 	20
	Attic Ventilation Fixture	<ol style="list-style-type: none"> Product must have thermostat control. Installed per manufacturer specs. 	15
	Ceiling Fan	<ol style="list-style-type: none"> Product must be ENERGY STAR Certified. Installed per manufacturer specs. 	10
Windows, Doors, and Skylights	Window	<ol style="list-style-type: none"> Product must be NFRC Certified: <ol style="list-style-type: none"> U-Factor ≤ 0.32 and SHGC ≤ 0.30. Product must replace existing product. Product NFRC label to be submitted with Completion Certificate. Installed per manufacturer specs. Product must meet Title 24 requirements. 	20
	Door	<ol style="list-style-type: none"> Product must be NFRC Certified: <ol style="list-style-type: none"> Opaque: U-Factor ≤ 0.21 and SHGC = Any $\leq 1/2$-Lite: U ≤ 0.27 and SHGC ≤ 0.30 $> 1/2$-Lite: U ≤ 0.32 and SHGC ≤ 0.30 Product must replace existing product. Product NFRC label to be submitted with Completion Certificate. Installed per manufacturer specs. 	20
	Skylights and Tubular Daylighting Device	<ol style="list-style-type: none"> Product must be NFRC Certified: <ol style="list-style-type: none"> U-Factor ≤ 0.55 and SHGC ≤ 0.30. NFRC label for each different product to be submitted with Completion Certificate. Installed per manufacturer specs. 	20
	Applied Window Film	<ol style="list-style-type: none"> Product must be NFRC Certified. NFRC label for each different product to be submitted with Completion Certificate. Installed per manufacturer specs. 	10

PACE Residential Eligible Product Guidelines

PRODUCT CATEGORY	PRODUCT TYPE	ELIGIBILITY SPECIFICATIONS	MAXIMUM TERM (YEARS)
Windows, Doors, and Skylights	Exterior Window Shading Device	<ol style="list-style-type: none"> Product must be permanently secured to the exterior of the property with attachments or fasteners that are not intended for removal. Each product must be installed to provide shading to at least one window or door. Product must be one of the following styles: <ol style="list-style-type: none"> Patio Covers Fixed Awnings Operable Awnings Operable Shutters Solar Screens Product is <u>only</u> eligible to be installed on properties located within California Building Climate Zones 2, and 6-16. Other exterior structural products including, but not limited to, sunroom enclosures, exterior decks, balconies, roof overhangs, detached/free-standing arbors, detached/free-standing pergolas, and/or carports are <u>NOT</u> eligible. Interior window shading products including, but not limited to, blinds, shutters, shades, or curtains are <u>NOT</u> eligible. Installed per manufacturer specs. 	10
Building Envelope	Cool Wall Coating	<ol style="list-style-type: none"> Product must be a preapproved PACE Cool Wall Coating product. Product must have solar reflectance ≥ 0.5 as tested to ASTM C1549-09 standard. Product primary application surface must be exterior wall surfaces of conditioned buildings. Product is <u>only</u> eligible to be installed on properties located within CA Building Climate Zones 4-10 and 12-15. Installed per manufacturer specs. 	20
	Cool Roof - Prescriptive	<ol style="list-style-type: none"> Product must meet the following specifications: <ol style="list-style-type: none"> Low-Slope Roofs ($\leq 2:12$): <ul style="list-style-type: none"> ≥ 0.5 Aged (3 yrs.) Solar Reflectance Steep-Slope Roofs ($> 2:12$): <ul style="list-style-type: none"> ≥ 0.15 Aged Solar Reflectance Product also must meet Title 24, Part 6. Product must be listed in the CRRC or ENERGY STAR product directories. 	20

PACE Residential Eligible Product Guidelines

PRODUCT CATEGORY	PRODUCT TYPE	ELIGIBILITY SPECIFICATIONS	MAXIMUM TERM (YEARS)
Building Envelope	Cool Roof - Performance	<ol style="list-style-type: none"> If a Cool Roof - Prescriptive roofing product is not specified, one of the following cool roof performance measures must also be implemented in the scope of work: <ol style="list-style-type: none"> Install $\geq 1''$ Air-space between the top of the roof deck to the bottom of the roofing product. Insulate attic floor to R-value ≥ 38. Seal & Insulate attic HVAC duct work to R-8 and $\leq 6\%$ leakage. Install an eligible radiant barrier. Insulate roof deck to R-value ≥ 4. Install roof construction with thermal mass over a membrane with a weight of at least 25 lb/ft². Project must comply with CA Title 24 Part 6. Project stakeholder is fully and solely responsible to meet any such additional requirements. 	20
	Attic Insulation	<ol style="list-style-type: none"> R-value ≥ 38. Installed per CEC QII Standards. 	20
	Wall Insulation	<ol style="list-style-type: none"> R-value ≥ 13 to full framing cavity depth. Installed per CEC QII Standards. 	20
	Under-Floor Insulation	<ol style="list-style-type: none"> R-value ≥ 19 to full joist depth. Installed per CEC QII Standards. 	20
	Radiant Barrier	<ol style="list-style-type: none"> Emissivity ≤ 0.1. Reflectivity ≥ 0.9. Installed per manufacturer specs. 	20
	Air Sealing	<ol style="list-style-type: none"> Performed to BPI, ENERGY STAR, and ASHRAE 62.2 guidelines. 	10
High-Efficiency Water Heating	Gas Storage Water Heater	<ol style="list-style-type: none"> Product must be ENERGY STAR Certified. EF ≥ 0.67. Installed per manufacturer specs. 	10
	Electric Heat Pump Storage Water Heater	<ol style="list-style-type: none"> Product must be ENERGY STAR Certified. EF ≥ 2.0. Installed per manufacturer specs. 	10
	Gas Tankless Water Heater	<ol style="list-style-type: none"> Product must be ENERGY STAR Certified. EF ≥ 0.82. Installed per manufacturer specs. 	10

PACE Residential Eligible Product Guidelines

PRODUCT CATEGORY	PRODUCT TYPE	ELIGIBILITY SPECIFICATIONS	MAXIMUM TERM (YEARS)
High-Efficiency Pool Equipment	Pool Pump and Motor	<ol style="list-style-type: none"> Product must be ENERGY STAR Certified: <ol style="list-style-type: none"> Single Speed Pump: EF \geq 3.8 for single speed Multi/Variable Speed/Flow: EF \geq 3.8 for most efficient speed. Product must replace existing product. Installed per manufacturer specs. 	10
	Electric Heat Pump Pool Heater	<ol style="list-style-type: none"> Product must be listed in California Energy Commission Appliance Efficiency Database. COP \geq 4.5. Installed per manufacturer specs. 	10
	Gas Pool Heater	<ol style="list-style-type: none"> Product must be listed in California Energy Commission Appliance Efficiency Database. Thermal Efficiency \geq 83%. Installed per manufacturer specs. 	10
	Automatic Pool Cover	<ol style="list-style-type: none"> Product must be an automatic pool cover UL certified as meeting ASTM F1346 Standard Performance Specification. Product must be permanently installed on an existing swimming pool. Installed per manufacturer specs. Manual swimming pool covers are not eligible. 	10
High-Efficiency Lighting	Indoor Lighting Fixture	<ol style="list-style-type: none"> Product must be ENERGY STAR Certified and meet Title 24, Part 6 requirements. Product must be permanently installed. Installed per manufacturer specs. 	20
	Outdoor Lighting Fixture	<ol style="list-style-type: none"> Product must be ENERGY STAR Certified and meet Title 24, Part 6 requirements. Product must be permanently installed. Installed per manufacturer specs. 	20
	Lighting Control	<ol style="list-style-type: none"> Product must be listed in the California Energy Commission Appliance Efficiency Database. Eligible control types include: <ol style="list-style-type: none"> Automatic Time-Switch Daylight/Photo- Sensor Dimmer Occupant/Motion/Vacancy Sensor Install per manufacturer specs. 	20

PACE Residential Eligible Product Guidelines

Water Efficiency Products

PRODUCT CATEGORY	PRODUCT TYPE	ELIGIBILITY SPECIFICATIONS	MAXIMUM TERM (YEARS)
Indoor Water Efficiency	High-Efficiency Toilet Fixture	<ol style="list-style-type: none"> Product must be listed in the CEC Appliance Efficiency Database. Toilet and urinals fixtures are eligible. Flow rate \leq 1.28 GPF. Installed per manufacturer specs. 	20
	High-Efficiency Faucet Fitting	<ol style="list-style-type: none"> Product must be listed in the CEC Appliance Efficiency Database. Flow rate \leq 1.5 GPM. Must be permanently installed. Installed per manufacturer specs. 	15
	High-Efficiency Showerhead	<ol style="list-style-type: none"> Product must be listed in the CEC Appliance Efficiency Database. Flow \leq 2.0 GPM. Installed per manufacturer specs. 	15
	Hot Water Delivery System	<ol style="list-style-type: none"> System meets the definition of one of the following water delivery options: <ol style="list-style-type: none"> Dedicated Recirculation Line Whole House Manifold System Demand-initiated Recirculating System Core Plumbing System Installed per manufacturer specs. 	15
Outdoor Water Efficiency	High-Efficiency Sprinkler Nozzle	<ol style="list-style-type: none"> Product must be on SoCal Water Smart Qualified Sprinkler Nozzle product list. Installed per manufacturer specs. 	10
	Weather-Based Irrigation Controller	<ol style="list-style-type: none"> Product must be WaterSense Qualified. Installed per manufacturer specs. 	10
	Drip Irrigation	<ol style="list-style-type: none"> Product installed be installed in turf, garden, planter, or flower bed area. Installed per manufacturer specs. 	10
	Rainwater Catchment System	<ol style="list-style-type: none"> Sized to hold \geq 50 gallons at one time. Must be permanently installed. Installed per manufacturer specs. 	20
	Gray Water System	<ol style="list-style-type: none"> System must meet California Plumbing Code, Chapter 16A. Product must comply with local code and permitting requirements. Eligible system types include: <ol style="list-style-type: none"> Single-Fixture Multi-Fixture Simple (\leq 250 GPD) Multi-Fixture Complex ($>$ 250 GPD) Installed per manufacturer specs. 	20

PACE Residential Eligible Product Guidelines

PRODUCT CATEGORY	PRODUCT TYPE	ELIGIBILITY SPECIFICATIONS	MAXIMUM TERM (YEARS)
Outdoor Water Efficiency	Artificial Turf	<ol style="list-style-type: none"> 1. Product must be water and air permeable. 2. Product must be non-toxic and lead free. 3. Product must be recyclable. 4. Product installation must carry ≥ 10 year warranty. 5. Installed per manufacturer specs. 6. Product infill material must be one of the following: <ol style="list-style-type: none"> a. Acrylic Covered Sand b. Crumb Rubber c. Zeolite 	10
Outdoor Water Efficiency	Drought Tolerant Landscaping	<ol style="list-style-type: none"> 1. Product installation area must replace existing live turf grass area. 2. Requested financing amount may include: <ol style="list-style-type: none"> a. Removal/disposal of existing turf grass material b. Site preparation for landscaping installation c. Installation of drought tolerant landscaping options d. Installation or conversion to eligible irrigation options 3. Requested finance amount may not include: <ol style="list-style-type: none"> a. Installation of live plants or biodegradable plant material b. Removal of pre-existing hardscape areas (i.e. driveways, pools, etc.) c. Installation of water features (i.e. ponds, fountains, etc.) d. Installation of any other products not listed in specification #2 4. All products to be installed to manufacturer specs and industry best practices. 	20

Minute Action

AGENDA ITEM: 20

Date: *March 2, 2016*

Subject:

Major Local Highway Program Project List for the Morongo Basin and Victor Valley Subareas

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve the 2016 Summary of Major Local Highway Program Funding Needs for the Morongo Basin and Victor Valley Subareas of the Mountain/Desert.

Background:

The Strategic Plan Victor Valley Subarea Major Local Highway Program (MLHP) Policy 40013 subsection VVMLH-3 and Strategic Plan Rural Mountain/Desert Subareas Major Local Highways Program (MLHP) Policy 40017, subsection MDMLH-3, both state that a master list of projects eligible for MLHP funds shall be maintained and periodically updated by each subarea. The Board is to approve a master list of projects eligible for MLHP funding after a recommendation by the subarea representatives. Input is also to be considered from other public and private stakeholders, such as Caltrans, neighboring counties, transit agencies, federal agencies, business interests and other non-governmental organizations.

The master list represents projects eligible for MLHP fund allocations and does not represent a commitment by SANBAG to fund all or a portion of those projects. Also, the project scopes, schedules and funding requests may change over time and will be reflected in future reports to the Board. These projects will also be included in both the Victor Valley and Rural Mountain/Desert sections of the 2016 update to the Ten-Year Delivery Plan.

This item recommends approval of the 2016 Summary of Major Local Highway Program Funding Needs for the Victor Valley and Morongo Basin Subareas. The proposed master lists of eligible projects for the two subareas are included as Attachment 1 for the Victor Valley and Attachment 2 for the Morongo Basin.

With reference to the list of projects for the Victor Valley subarea, representatives from the Cities of Adelanto, Hesperia and Victorville, the Town of Apple Valley and the County of San Bernardino provided their list of projects and their funding needs. As the Victor Valley Area Traffic Study (VVATS) was completed in 2008, its recommendations have been considered in the development of project lists by each of the jurisdictions. The agencies have agreed to a concentration of MLHP funding for east-west corridors throughout the Victor Valley and for the US395 interim widening project.

With reference to the list of projects for the Morongo Basin subarea, representatives from the City of Twentynine Palms, the Town of Yucca Valley and the County of San Bernardino

Entity: CTA

Board of Directors Agenda Item

March 2, 2016

Page 2

provided the information on the projects and their funding needs. As the Morongo Basin Area Traffic Study (MBATS) has been completed, suggested projects were considered in determining the current project lists. However, at this time the County and Yucca Valley will be concentrating on Measure I MLHP future funding on Yucca Trail projects to provide an additional east-west route as an alternative to State Route 62 (SR62). Twentynine Palms will concentrate on their projects along the SR62 corridor in line with the MBATS recommendations.

Over the past five years, SANBAG staff has met with agency staff several times a year to determine which projects would receive funding and agreements have been brought to the Mountain/Desert Policy Committee as needed. Many of the projects on the initial agency lists have been completed or are underway and the need for urgency has decreased. SANBAG staff will continue to regularly meet or have contact with agency staff at a minimum annually to determine whether any projects need reprioritization or have a more urgent funding need than what had previously been reported or whether additions, deletions, or revisions to the eligible project list are necessary. In those instances, staff will request a subarea meeting to allow the subarea representatives to review the requests prior to a funding agreement being brought to the Mountain/Desert Policy Committee for approval.

Financial Impact:

This item has no impact on the adopted Fiscal Year 2015/2016 SANBAG budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on February 12, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

ATTACHMENT 1

VICTOR VALLEY SUBAREA MAJOR LOCAL HIGHWAY PROGRAM FUND NEEDS AND COMMITMENTS												
City	Project	Project Priority	Named In Expenditure Plan?	MLHP Eligible?	In 10-Yr. Delivery Plan?	Phase or Status	Est CON Start Date	Total Project Cost	SANBAG Public Share	Current MLHP Request	MLHP Commitment	
Adelanto	US395/Widening Project: Phase 1 (Funding Agreement approved)	1	Yes	Yes	Yes	PS&E/ROW	2016	\$ 55,190,460	36.50%	\$ 17,515,500	\$ 13,515,500	
Adelanto	El Mirage Road: US395 to Koala		No	Yes	No			\$ 3,500,000	36.50%	\$ -	\$ -	
Adelanto	Colusa Road: Adelanto Road to Helendale Road		No	Yes	No			\$ 1,000,000	36.50%	\$ -	\$ -	
Adelanto	Adelanto Road: Colusa Road to US395		No	Yes	No			\$ 3,500,000	36.50%	\$ -	\$ -	
Adelanto	Total							\$ 63,190,460		\$ 17,515,500	\$ 13,515,500	
	Percentage of Committed Subarea Funding*									26.56%	24.74%	
Apple Valley	Yucca Loma Bridge (Funding Agreement approved 2012)		Yes	Yes	Yes	CON		\$ 35,539,893	45.00%	\$ 8,731,300	\$ 8,731,300	
Apple Valley	Yucca Loma Road (Funding Agreement approved Jan 2015)		Yes	Yes	Yes	CON	2016	\$ 16,100,000	45.00%	\$ 3,597,480	\$ 3,597,480	
Apple Valley	Apple Valley Road/SR18 Realignment	1	No	Yes	No	R/W	2016	\$ 7,000,000	45.00%	\$ -	\$ -	
Apple Valley	Bear Valley Road Bridge over Mojave River	2	No	Yes	No	PS&E		\$ 18,000,000	45.00%	\$ -	\$ -	
Apple Valley	Yucca Loma Road/Apple Valley Blvd. to Rincon Rd.	3	No	Yes	No			\$ -	45.00%	\$ -	\$ -	
Apple Valley	SR18, Apple Valley Road to Tao Road	4	No	Yes	No			\$ 17,300,000	N/A	\$ -	\$ -	
Apple Valley	Yucca Loma Road/Rincon Road to SR18	5	No	Yes	No			\$ -	45.00%	\$ -	\$ -	
Apple Valley	Deep Creek Road: Bear Valley Road to Tussing Ranch Road	6	No	Yes	No			\$ 12,000,000	45.00%	\$ -	\$ -	
Apple Valley	Central Road: SR18 to Tussing Ranch Road	7	No	Yes	No			\$ 12,000,000	45.00%	\$ -	\$ -	
Apple Valley	Total							\$ 117,939,893		\$ 12,328,780	\$ 12,328,780	
	Percentage of Committed Subarea Funding*									18.69%	22.56%	
Hesperia	Rancho Road Interchange* (Funding Agreement approved 4/4/12)		Yes	Yes	Yes	Completed		\$ 59,209,475	42.50%	\$ 6,306,000	\$ 6,306,000	
Hesperia	Rancho Road Interchange Public Share Future Reimbursement							\$ (23,158,448)	41.10%	\$ (23,158,448)	\$ (23,158,448)	
Hesperia	Rancho Road Undercrossing		Yes	Yes	No	Completed		\$ 22,200,000	41.10%	\$ -	\$ -	
Hesperia	Rancho Road from Topaz Ave. to 7th Ave.	1	Yes	Yes	Yes	PS&E	2018	\$ 18,024,000	41.10%	\$ -	\$ -	
Hesperia	Main Street Widening from Hwy 395 to 11th Ave.	2	No	Yes	No	PA&ED	2024	\$ 23,551,037	41.10%	\$ -	\$ -	
Hesperia	Rancho Road from Mariposa to UPRR							\$ 5,532,000	41.10%	\$ -	\$ -	
Hesperia	Signal Synchronization Project		No	Yes	No			\$ -		\$ -	\$ -	
Hesperia	Joshua/Muscateel Interchange		Yes	Yes	No			\$ 2,000,000	58.90%	\$ -	\$ -	
Hesperia	Eucalyptus Interchange (joint project with Victorville)		Yes	Yes	No			\$ 21,300,000	58.90%	\$ -	\$ -	
Hesperia	Mojave/Smoketree Interchange		No	Yes	No			\$ -	58.90%	\$ -	\$ -	
Hesperia	Total							\$ 128,658,064		\$ 6,306,000.00	\$ 6,306,000.00	
	Percentage of Committed Subarea Funding*									9.56%	11.54%	
Victorville	LaMesa/Nisqualli Interchange (Funding Agreement approved 2012)		Yes	Yes	Yes	Completed		\$ 42,552,349	50.00%	\$ 5,070,175	\$ 5,070,175	
Victorville	Green Tree Blvd. (Funding Agreement approved Jan 2015)	1	No	Yes	Yes	R/W	2023	\$ 43,832,598	51.00%	\$ 18,407,090	\$ 11,093,000	
Victorville	Signal Synchronization Project		No	Yes	No			\$ -		\$ -	\$ -	
Victorville	Bear Valley Interchange		No	Yes	No			\$ -		\$ -	\$ -	
Victorville	Total							\$ 86,384,947		\$ 23,477,265	\$ 16,163,175	
	Percentage of Committed Subarea Funding*									35.60%	29.58%	
County	Yates Road//Yucca Loma Corridor (Funding Agreement approved 2013) (Victorville Sphere)		Yes	Yes	Yes	CON		\$ 10,492,330	82.20%	\$ 5,319,695	\$ 5,319,695	
County	Rancho Road at Escondido (Hesperia Sphere)		Yes	Yes	Yes	Completed		\$ 2,500,000	58.50%	\$ 1,006,393	\$ 1,006,393	
County	Rancho Road: .3 mi E of Mariposa to 1 mi E of Escondido Ave. (Hesperia Sphere)	1	Yes	Yes	Yes	PS&E	2018	\$ 22,321,000	58.50%	\$ -	\$ -	
County	Rock Springs Road Bridge over the Mojave River (Apple Valley Sphere)	2	No	Yes	No	R/W	2018	\$ 32,041,000	42.80%	\$ -	\$ -	
County	Green Tree Blvd. (Victorville Sphere) (SB County portion)	3	Yes	Yes	Yes	R/W	2017	\$ 3,730,000	82.20%	\$ -	\$ -	
County	Phelan Road: Sheep Creek to SR138 (widen)	5	No	Yes	Yes			\$ 5,000,000		\$ -	\$ -	
County	Helendale Road: construct two lanes	6	No	Yes	No			\$ 10,000,000		\$ -	\$ -	
County	Vista Road/Shadow Mtn. Rd. Grade Separation	7	No	Yes	No			\$ 10,000,000		\$ -	\$ -	
County	Future Unnamed Project	8	?	?	?			\$ 15,100,000		\$ -	\$ -	
County	Total							\$ 111,184,330		\$ 6,326,088	\$ 6,326,088	
	Percentage of Committed Subarea Funding*									9.59%	11.58%	
Other	SR138, widen two to four lanes - Phase 1		Yes	Yes	No	CON	2015	\$ 59,000,000		\$ -	\$ -	
Other	I-15 Widening Project, Phase 2		Yes	Yes	No	CON	2016	\$ 81,700,000		\$ -	\$ -	
Other	SANBAG High Desert Corridor		Yes	Yes	No	PA&ED		\$ 4,447,535		\$ 3,947,535	\$ 3,947,535	
Other	SANBAG Alternative Financing Study		No	Yes	No	ongoing		\$ 120,312		\$ -	\$ -	
Other	SANBAG Traveler Services		No	Yes	No	ongoing		\$ 73,798		\$ -	\$ -	
Other	SANBAG Congestion Management		No	Yes	No	ongoing		\$ 44,462		\$ -	\$ -	
Other	High Desert Corridor Passenger Rail Revenue Study		Yes	Yes	No	PA&ED	2016	\$ 900,000		\$ -	\$ -	
Other	High Desert Corridor R/W Preservation		Yes	6	No	PA&ED	2016	unknown		\$ -	\$ -	
Other	SR138, widen two to four lanes - Phase 2 (RR Bridges)		Yes	Yes	No		2016	\$ 12,600,000		\$ -	\$ -	
Other	I-15: project development		Yes	Yes	No			\$ 1,000,000		\$ -	\$ -	
Other	US395 Widening Project, Phase 2		Yes	Yes	No	PA&ED		\$ -		\$ -	\$ -	
Other	US395 Widening Project, Phase 3		Yes	Yes	No	PA&ED		\$ -		\$ -	\$ -	
Other	Total							\$ 159,886,107		\$ 3,947,535	\$ 3,947,535	
	Percentage of Committed Subarea Funding**									5.99%	7.22%	

Total Victor Valley MLHP Requests \$ 69,901,168
 Total Victor Valley MLHP Commitments \$ 58,587,078

* Percentage excludes allocations to Regional (Other) projects
 ** Percentage of total MLHP

ATTACHMENT 2

MORONGO BASIN SUBAREA
MAJOR LOCAL HIGHWAY PROGRAM FUND NEEDS AND COMMITMENTS

City	Project	Project Priority	Named In Expenditure Plan?	MLHP Eligible?	In 10-Yr. Delivery Plan?	Phase or Status	Est CON Start Date	Total Project Cost	SANBAG Public Share	Current MLHP Request	MLHP Commitment
Twentynine Palms	SR62: Canyon Road to Easy Street, widening (Funding Agreement Approved 2013)		Yes	Yes	Yes	Completed 2012		\$ 1,300,000	N/A	\$ 300,000	\$ 300,000
Twentynine Palms	National Park Road (Funding Agreement Approved 2013)		No	Yes	No	Completed 2014		\$ 500,000	N/A	\$ 250,000	\$ 250,000
Twentynine Palms	SR62/Encelia Traffic Signal (Funding Agreement Approved Sept 2014)		Yes	Yes	Yes	Completed 2016		\$ 400,000	N/A	\$ 200,000	\$ 200,000
Twentynine Palms	SR62/Lear Traffic Signal (Funding Agreement Approved Sept 2014)		Yes	Yes	No	PS&E	2016	\$ 1,100,000	N/A	\$ 200,000	\$ 200,000
Twentynine Palms	SR62: Encelia to Larrea Project/sidewalks, curb, gutter (Match for HSIP) (Advance Expenditure Agreement to be approved Dec 2015)		Yes	Yes	Yes	PA&ED	2016	\$ 1,161,900	N/A	\$ 100,000	\$ 100,000
Twentynine Palms	SR62: Encelia to Split Rock (Phase 2- 4 lane improvements)	1	Yes	Yes	Yes	PA&ED		\$ 2,540,000	N/A	\$ -	\$ -
Twentynine Palms	SR62: Encelia to Split Rock (Phase 3- Mesquite to Split Rock with interim pedestrian condition)	2	Yes	Yes	Yes	PA&ED		\$ 2,610,000	N/A	\$ -	\$ -
Twentynine Palms	SR62: Encelia to Split Rock (Phase 3 - Larrea to Mesquite 4-lane improvements)	3	Yes	Yes	Yes	PA&ED		\$ 3,540,000	N/A	\$ -	\$ -
Twentynine Palms	SR62: Encelia to Split Rock (Phase 4 - Mesquite to Bullion 4-lane improvements)	4	Yes	Yes	Yes	PA&ED		\$ 1,000,000	N/A	\$ -	\$ -
Twentynine Palms	SR62 Widening and Safety Improvements		Yes	Yes	No			unknown	N/A	\$ -	\$ -
Twentynine Palms	Total							\$ 14,151,900		\$ 1,050,000	\$ 1,050,000
	Percentage of Committed Subarea Funding*									6.26%	31.14%
Yucca Valley	SR62: Apache to Palm (Funding Agreement approved 2013)		Yes	Yes	Yes	Completed 2014		\$ 858,000	N/A	\$ 135,000	\$ 135,000
Yucca Valley	SR62: LaHonda to Dumosa (TORP project) (Funding Agreement approved 2013)		Yes	Yes	Yes	Completed 2014		\$ 868,000	N/A	\$ 90,000	\$ 90,000
Yucca Valley	SR62/Dumosa Traffic Signal #1 (Funding Agreement Approved July 2013)		Yes	Yes	No	Completed 2015		\$ 521,000	N/A	\$ 471,000	\$ 471,000
Yucca Valley	SR62/Dumosa Traffic Signal #2 (Funding Agreement Approved Dec 2014)		Yes	Yes	No	Completed 2015		\$ 215,000	N/A	\$ 215,000	\$ 215,000
Yucca Valley	SR62 Signal Synchronization, Phase 1 and Phase 2 Funding Allocation Approved Oct 2014		Yes	Yes	No	PS&E	2016	\$ 297,411	N/A	\$ -	\$ -
Yucca Valley	Yucca Trail and Warren Vista Intersection Safety Improvements	1	No	Yes	No		2017	\$ 650,000	N/A	\$ 425,000	\$ -
Yucca Valley	SR62/Sage Ave. Intersection Safety Improvements	2	Yes	Yes	No			\$ 650,000	N/A	\$ 425,000	\$ -
Yucca Valley	Yucca Trail and Joshua Lane Intersection Safety Improvements	3	No	Yes	No			\$ 530,000	N/A	\$ 305,000	\$ -
Yucca Valley	Yucca Trail and Palomar Ave. Intersection Safety Improvements	4	No	Yes	No			\$ 650,000	N/A	\$ 425,000	\$ -
Yucca Valley	Yucca Trail and Indio Ave. Intersection Safety Improvements	5	No	Yes	No			\$ 330,000	N/A	\$ 230,000	\$ -
Yucca Valley	Yucca Trail and La Contenta Rd. Intersection Safety Improvements (POSSIBLE JOINT PROJECT WITH SAN BND COUNTY - Cost split with County)	6	No	Yes	No			\$ 330,000	N/A	\$ 230,000	\$ -
Yucca Valley	Joshua Lane and Onaga Trail Intersection Safety Improvements	7	No	Yes	No			\$ 330,000	N/A	\$ 230,000	\$ -
Yucca Valley	Buena Vista Drive and Yucca Mesa Road Intersection Safety Improvements	8	No	Yes	No			\$ 330,000	N/A	\$ 230,000	\$ -
Yucca Valley	Onaga Trail and Palomar Ave. Intersection Safety Improvements	9	No	Yes	No			\$ 330,000	N/A	\$ 230,000	\$ -
Yucca Valley	Onaga Trail and Safe Ave Intersection Safety Improvements	10	No	Yes	No			\$ 330,000	N/A	\$ 230,000	\$ -
Yucca Valley	Onaga Trail and Church St. Intersection Safety Improvements	11	No	Yes	No			\$ 330,000	N/A	\$ 230,000	\$ -
Yucca Valley	Yucca Trail: Sage Ave to Warren Vista Improvements	12	No	Yes	No			\$ 1,100,000	N/A	\$ 850,000	\$ -
Yucca Valley	Yucca Trail: Warren Vista to La Contenta Improvements	13	No	Yes	No			\$ 500,000	N/A	\$ 300,000	\$ -
Yucca Valley	Onaga Trail: Kickapoo Trail to Camino Del Cielo Improvements	14	No	Yes	No			\$ 1,200,000	N/A	\$ 950,000	\$ -
Yucca Valley	SR62: Warren Vista to La Contenta/Yucca Mesa Improvements	15	Yes	Yes	No			\$ 100,000	N/A	\$ 75,000	\$ -
Yucca Valley	SR62: SR247 to Warren Vista Improvements	16	Yes	Yes	No			\$ 3,300,000	N/A	\$ 2,500,000	\$ -
Yucca Valley	SR62: Sidewalk from Acoma to Kickapoo							\$ 1,100,000	N/A	\$ 110,000	\$ -
Yucca Valley	Major arterials/collector roads affected by HDWD Sewer Project							\$ 1,500,000	N/A	\$ 150,000	\$ -
Yucca Valley	SR247 Widening and Safety Improvements		Yes	Yes	No			Unknown	N/A	\$ 2,730,000	\$ -
Yucca Valley	SR62 Widening and Safety Improvements		Yes	Yes	No			Unknown	N/A	\$ 2,535,000	\$ -
Yucca Valley	Total							\$ 16,349,411		\$ 14,301,000	\$ 911,000
	Percentage of Committed Subarea Funding*									85.32%	27.02%
County	Park Boulevard Reconstruction	1	No	Yes	No	PS&E	2016	\$ 1,411,000	N/A	\$ 1,411,000	\$ 1,411,000
County	Yucca Trail and La Contenta Rd. Intersection Safety Improvements (POSSIBLE JOINT PROJECT WITH YUCCA VALLEY - cost split with City)	2	No	Yes	No				N/A	\$ -	\$ -
County	SR247 Widening and Safety Improvements		Yes	Yes	No			Unknown	N/A	\$ -	\$ -
County	SR62 Widening and Safety Improvements between the Morongo Basin and the Coachella Valley		Yes	Yes	No			Unknown	N/A	\$ -	\$ -
County	Total							\$ 1,411,000		\$ 1,411,000	\$ 1,411,000
	Percentage of Committed Subarea Funding*									8.42%	41.84%
Other	SR62/Rotary Way: Signal and Intersection (Funding Agreement Approved 2011)		Yes	Yes	Yes	Completed		\$ 450,000	N/A	\$ 450,000	\$ 450,000
Other	SR62/Rotary Way: Signal and Intersection (addn to Funding Agreement - no approval needed)		Yes	Yes	Yes	Completed		\$ 102,000	N/A	\$ 102,000	\$ 102,000
Other	Lear Ave/Montezuma to Pole Line - PS&E (Funding Agreement approved 2013)		No	Yes	No	Project Report Completed		\$ 3,906,900	N/A	\$ -	\$ -
Other	Morongo Basin Area Transportation Study		No	Yes	No	Completed		\$ 64,500	N/A	\$ -	\$ -
Other	Total							\$ 4,523,400		\$ 552,000	\$ 552,000
	Percentage of Committed Subarea Funding**									3.19%	14.07%
Total Morongo Basin MLHP Requests										\$ 17,314,000	
Total Morongo Basin MLHP Commitments										\$ 3,924,000	

* Percentage excludes allocations to Regional (Other) projects

** Percentage of total MLHP

Minute Action

AGENDA ITEM: 21

Date: *March 2, 2016*

Subject:

Maintenance of Effort Base Year Approvals

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve the Measure I 2010-2040 Maintenance of Effort Base Year Levels for fourteen jurisdictions as noted in Attachment 1.

Background:

After the Independent Taxpayer Oversight Committee (ITOC) noted that SANBAG lacks a formal process to monitor “Maintenance of Effort” (MOE) on the part of local agencies as required by the Measure I Ordinance and Section 190300 of the California Public Utilities Code, SANBAG staff developed amendments to Measure I policies to put MOE requirements in place. MOE is a requirement that a local agency use the Measure I funds they receive to supplement and not to replace their own discretionary fund sources used for transportation purposes.

Policies 40003, 40012, and 40016 in the Measure I 2010-2040 Strategic Plan establish requirements for the Valley, Victor Valley, and Rural Mountain/Desert subareas Local Streets Programs, respectively, for project eligibility, adoption of Five Year Capital Improvement Plans (CIP) by local jurisdictions, accounting requirements, and development mitigation requirements. Proposed MOE policy amendments were presented to the Transportation Technical Advisory Committee (TTAC), the City/County Managers Technical Advisory Committee (CCMTAC), the SANBAG General Policy Committee and finally the SANBAG Board of Directors. On May 6, 2015, the SANBAG Board of Directors approved the amended policies to add sections related to MOE as follows:

- Determination of MOE Base Year Level – At the suggestion of ITOC and the concurrence of the TTAC and CCMTAC, Fiscal Year 2008/2009 is the base year as this is the year before the start of the current Measure I Ordinance. The MOE base year level is equivalent to the Fiscal Year 2008/2009 General Fund expenditures for street and highway purposes. Because the purpose of setting a base year level is to quantify a jurisdiction’s typical commitment of General Fund to street and highway purposes, allowances are made for unusual circumstances that increased the General Fund expenditures in that particular fiscal year, such as special projects, emergency repairs, or loans to other transportation-related funds. Jurisdictions have submitted draft base year level determinations, and SANBAG staff has reviewed those submittals for consistency in assumptions between jurisdictions and verification of data submitted. After the data has been verified, the proposed base year levels, with any recommended deductions, will be adopted by resolution of the governing

Entity: CTA

body and presented to the ITOC for consideration. The ITOC provides a recommendation to the SANBAG Board for approval. The base year level as approved by the SANBAG Board will remain in effect until expiration of Measure I 2010-2040.

- Certification – Jurisdictions will annually provide a statement in the resolution of the governing body adopting the Measure I Local Street Program Five Year CIP that acknowledges the jurisdiction will maintain the required MOE base year level in that fiscal year. This will go into effect for the Fiscal Year 2016/2017 CIP after the base year levels have been adopted. Additionally, the MOE requirement will be tracked as part of the annual Measure I Local Street Program audit, beginning with the audit for Fiscal Year 2015/2016 and covering Fiscal Years 2009/2010 – 2014/2015.
- Excess General Fund Expenditures – Carryover balances will be determined from Measure I Local Street Program audits. If a jurisdiction has reported General Fund expenditures above the MOE base year level, the amount in excess of the MOE base year level can be applied in a future year to offset the amount the local agency may need to meet the MOE requirement.
- Consequences – If an audit indicates that MOE is not being met, then the jurisdiction has four years to make up the amount. If the audit following the four year period indicates that jurisdiction is still below the MOE base year level, SANBAG will immediately stop disbursing Measure I Local Street Program funds until the MOE shortfall is withheld. The withheld funds will be disbursed to the jurisdiction upon demonstration that the jurisdiction has met the MOE requirements. There are special provisions proposed to ensure that all shortfalls are resolved at the expiration of Measure I 2010-2040.
- Role of ITOC – The ITOC is responsible for determining if an allowance should be made for unusual circumstances in determination of a jurisdiction’s MOE base year level and for hearing appeals related to audit disputes. Additionally, when a determination has been made that a jurisdiction has not met its MOE base year level, the jurisdiction is allowed to file a request for special consideration with the ITOC. The jurisdiction must present evidence to the ITOC demonstrating the need for special consideration. The ITOC will then make a recommendation to the SANBAG Board to either approve or deny the request.

Fourteen jurisdictions’ proposed MOE base year levels are presented in Attachment 1 for approval by the SANBAG Board. SANBAG staff and the remaining eleven jurisdictions will continue to work toward agreement on a proposed base year level for review at the next ITOC meeting in the spring. Attachment 1 is a summary of the MOE base year levels that were presented to the ITOC for review on January 12, 2016. Attachment 2 provides the detailed MOE base year level calculations and descriptions of any deductions proposed. SANBAG staff has conducted a thorough review of each jurisdiction’s general ledger and financial reports for Fiscal Year 2008/2009 and the proposed deductions and finds them to be acceptable. Additionally, after conducting a review on January 12, 2016, the ITOC recommends approval by the SANBAG Board.

Board of Directors Agenda Item
March 2, 2016
Page 3

Financial Impact:

This item has no impact on the adopted SANBAG Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 10, 2016. This item was reviewed and unanimously recommended for approval by the Independent Taxpayer Oversight Committee on January 12, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

ATTACHMENT 1

Summary of Proposed Measure I Maintenance of Effort Base Year Levels - ITOC January 2016*

Agency	Total FY08/09 General Fund Expenditures	Proposed Deductions	Proposed Base Year Level	Reason for Deductions
Apple Valley	\$0	\$0	\$0	N/A
Chino	\$1,288,726	\$905,159	\$383,567	Costs for overhead/admin, planning, and land development
Chino Hills	\$3,687,099	\$3,546,786	\$140,313	General engineering/admin, GF loan to MSI, GF loan to CFD
Colton				
Fontana	\$12,732,582	\$10,830,751	\$1,901,831	General engineering/admin, GF loan to MSI, transfers not expended
Hesperia	\$884,281	\$854,852	\$29,429	Costs for overhead/admin
Highland	\$1,394,717	\$1,394,717	\$0	Gas tax reimburses general fund expenditures
Loma Linda	\$1,071,403	\$886,777	\$184,626	General admin, Transfers Gas Tax and Traffic Safety
Needles	\$994,141	\$567,559	\$426,582	Costs for overhead/admin and transfers from Gas Tax
Ontario	\$7,188,501	\$2,973,942	\$4,214,559	Costs for overhead/admin, special Projects, gas tax transfers
Rancho Cucamonga	\$4,566,471	\$3,459,465	\$1,107,006	FY08/09 - FY12/13 Costs for overhead/admin and salaries combined with Parks Dept
	\$2,318,585	\$92,828	\$2,225,757	FY13/14 - 2040 Costs for overhead/admin
Twentynine Palms	\$29,001	\$29,001	\$0	Costs for overhead/admin
Victorville	\$2,164,331	\$2,164,331	\$0	Costs for overhead/admin and incorrect fund coding
Yucca Valley	\$261,265	\$261,265	\$0	Costs for overhead/admin and emergency snow removal project
County of San Bernardino	\$449,355	\$449,355	\$0	special project

* The following jurisdictions will be presented at a future ITOC meeting as the submittals are under internal review:

- Adelanto
- Barstow
- Big Bear Lake
- Colton
- Grand Terrace
- Montclair
- Redlands
- Rialto
- San Bernardino
- Upland
- Yucaipa

(Colton requested that their MOE amount be modified and reconsidered at a future ITOC meeting)

Town of Apple Valley
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
1. Project #1	\$ -	\$ -					
2. Project #2	\$ -	\$ -					
Maintenance Projects:							
1. Project #1	\$ -	\$ -					
2. Project #2	\$ -	\$ -					
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
	\$ -	\$ -					
Expenditure Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
1. Project #	\$ -	\$ -	
2. Project #	\$ -	\$ -	
Maintenance Projects:			
1. Project #	\$ -	\$ -	
2. Project #	\$ -	\$ -	
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
	\$ -	\$ -	
Deduction Totals	\$ -	\$ -	

Total GF Expenditures	\$ -
Minus Deductions	\$ -
MOE Base Year	\$ -

Note: Town does not use General Fund for transportation

City of Chino
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
1. 8728-Traffic Signal Modification-Riverside Dr & 3rd St	\$ 65,519						\$ 65,519
2. 8742-Traffic Control Center	\$ 5,292					\$ 5,292	
3. 8743-Traffic Signal Upgrade Citywide	\$ 251,302		\$ 251,302				
4. 8764-Traffic Signal Back-up Battery System	\$ 69,005		\$ 69,005				
5. 8771-Street Rehabilitation FY 2007-08	\$ 1,568,929	\$ 383,567		\$ 978,068	\$ 150,000	\$ 25,563	\$ 31,731
6. 8772-Street Imp-Anderson & Central	\$ 12,630		\$ 12,630				
7. 8773-Street Imp-Francis Ave	\$ 7,422		\$ 7,422				
8. 8774-Traff Sig Upgrade-Chino Ave & Pipeline	\$ 20,236		\$ 20,236				
9. 8775-Traff Sig Modif-Mountain & Schaefer	\$ 14,563		\$ 14,563				
10. 8776-Traff Sig Phasing-Central & CH Parkway	\$ 4,568		\$ 4,568				
11. 8777-Traff Sig Modif-Central Ave & Walnut	\$ 6,891		\$ 6,891				
12. 8778-Crosswalk Improvements	\$ 51,298		\$ 48,500		\$ 2,798		
13. 8780-Street Rehab FY 2008-09	\$ 1,231		\$ 1,231				
14. 8783-Chino Ave Street Imp-9th Street	\$ 1,854		\$ 1,854				
15. 8790-Traff Sig-Kimball Ave & MillCreek	\$ 4,690					\$ 4,690	
16. 9700-Congestion Mitigation Air Quality Project	\$ 50,948				\$ 50,948		
Maintenance Projects:							
1. 7164-Asphalt/Pavement	\$ 763,605		\$ 175,000			\$ 588,605	
2. 7165-Concrete Maintenance	\$ 275,971		\$ 165,976			\$ 109,995	
3. 7168-Residential Street Overlay	\$ 638,225		\$ 175,000			\$ 463,225	
4. 7162-Traffic Control	\$ 676,750				\$ 676,750		
5. 7163-Right of Way Maintenance	\$ 766,502				\$ 766,502		
6. 7161-Transportation Engineering	\$ 279,856					\$ 279,856	
7. 7166-Transportation Planning-General Funded	\$ 182,390	\$ 182,390				\$ 182,390	
8. 7000-Public Works Administration-General Funded	\$ 175,593	\$ 175,593				\$ 175,593	
8. 7010-Land Development-General Funded	\$ 547,176	\$ 547,176				\$ 547,176	
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
Expenditure Totals	\$ 6,442,446	\$ 1,288,726	\$ 954,178	\$ 978,068	\$ 1,646,998	\$ 2,382,385	\$ 97,250

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
1. Project #			
2. Project #			
Maintenance Projects:			
1. 7166-Transportation Planning	\$ 182,390	\$ 182,390	This program does not reflect any Transportation Project or Maintenance
2. 7000-PW Administration	\$ 175,593	\$ 175,593	This program does not reflect any Transportation Project or Maintenance
3. 7010-Land Development	\$ 547,176	\$ 547,176	This program does not reflect any Transportation Project or Maintenance
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
	\$ -	\$ -	
Deduction Totals	\$ 905,159	\$ 905,159	

Total GF Expenditures	\$ 1,288,726
Minus Deductions	\$ 905,159
MOE Base Year	\$ 383,567

City of Chino Hills
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

*Column added
for reference*

Project Expenditures Included in General Ledger	City Proj. No.	Total Project Cost	Funding Breakdown					
			General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:								
Peyton Drive/Eucalyptus Avenue Project	800129	\$ 878,800	\$ 876,400	\$ 2,400				
Fairfield Ranch Road Ph 2	800364	\$ 1,000					\$ 1,000	
LS Infrastructure Improvements - Ph 2	S06002	\$ 90,000	\$ 9,000		\$ 81,000			
Government Center - Ring Road & A Street	S06010		\$ 25,000	\$ 116,400				
Carbon Canyon Road Widening	S07002	\$ 3,900					\$ 3,900	
LS Infrastructure Improvements - Ph 1B	S07007	\$ 58,100			\$ 1,800		\$ 56,300	
Chino Hills Bike Lane Demarcation	S07010	\$ 83,100		\$ 35,000		\$ 48,100		
LS Infrastructure - SRTS	S07011	\$ 64,600			\$ 64,600			
Overlay/Slurry Seal Program (Annual)	S08002	\$ 1,052,800		\$ 1,052,800				
Pine Ave Extention	S08005	\$ 300		\$ 300				
New Traffic Signal (Slate Dr & BRR)	S09001	\$ 188,600		\$ 188,600				
Street Improvement Program (Annual)	S09003	\$ 6,700					\$ 6,700	
Maintenance Projects:								
Storm System Maintenance		\$ 60,404	\$ 60,404					
Street Maintenance		\$ 70,909	\$ 70,909					
Circulation Enhancement Program	S09004						\$ 16,300	
Sidewalk Program	S09005			\$ 120,000				
Driver Feedback Signs	S09007					\$ 22,300		
Public Facilities & Operations Administrative Overhead Not Allocated to Specific Projects:			\$ 1,821,656					
Engineering Administrative Overhead Not Allocated to Specific Projects:			\$ 823,730					
Expenditure Totals		\$ 2,559,213	\$ 3,687,099	\$ 1,515,500	\$ 147,400	\$ 70,400	\$ 84,200	\$ -

City of Chino Hills (cont.)

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	City Project No.	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:				
Peyton Drive/Eucalyptus Avenue Project	800129		\$ 876,400	General fund (bond revenue) advanced funds used due to construction timing. General fund has since been reimbursed using funds from SANBAG under Project Advancement Agreement (Measure I Valley Arterial Subprogram)
Government Center - Ring Road & A Street	S06010		\$ 25,000	General fund (bond revenue) advanced funds - associated with Government Center project (reimbursed with CFD revenues)
Maintenance Projects:				
1. Project #				
2. Project #				
Public Facilities & Operations Administrative Overhead Not Allocated to Specific Projects:				
			\$ 1,821,656	
Engineering Administrative Overhead Not Allocated to Specific Projects:				
		\$ -	\$ 823,730	
Deduction Totals		\$ -	\$ 3,546,786	

Total GF Expenditures	\$ 3,687,099
Minus Deductions	\$ 3,546,786
MOE Base Year	\$ 140,313

City of Fontana
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
1. #3006 Cherry: Jurupa to Slover (SANBAG No. C07059)		\$ 76,285					\$ 172,206
2. #3014 Foothill: East to Cherry (SANBAG No. C07060)		\$ 6,571					\$ 1,535,404
3. #3016 Jurupa: Ph I/Etiwanda-Sierra (SANBAG No. C07062)		\$ 3,317,670				\$ 1,564,942	\$ 1,126,685
4. #3087 1-10/Cherry Interchange (SANBAG No. C08055)		\$ 10,995				\$ 69	
5. #3088 1-10/Citrus Interchange (SANBAG No. C08053)		\$ 8,674				\$ 1,239,235	
6. #3117 Citrus: Jurupa to Slover		\$ 559					
7. #3249 Citrus: Ceres to Whittram		\$ 286,117					
8. #3902 1-10/Alder Interchange		\$ 41,956				\$ 12,487	
Maintenance Projects:							
1. #4103 Pavement Rehabilitation		\$ 406,892					
2. Storm Drain Maintenance		\$ 64,135					
3. Sign Maintenance		\$ 45,782					
4. Street Paint and Striping		\$ 42,298					
5. Street Maintenance		\$ 5,271,613					
6. Street Sweeping		\$ 457,543					
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
		\$ 2,695,492					
Expenditure Totals	\$ -	\$ 12,732,582	\$ -	\$ -	\$ -	\$ 2,816,733	\$ 2,834,295

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
1. #3006 Cherry: Jurupa to Slover (SAN BAG No. C07059)		\$ 76,285	GF loan to DIF share
2. #3014 Foothill: East to Cherry (SAN BAG No. C07060)		\$ 6,571	GF loan to DIF share
3. #3016 Jurupa: Ph I/Etiwanda-Sierra (SAN BAG No. C07062)		\$ 3,317,670	GF loan to DIF share
4. #3087 1-10/Cherry Interchange (SAN BAG No. C08055)		\$ 10,995	GF loan to DIF share
5. #3088 1-10/Citrus Interchange (SANBAG No. C08053)		\$ 8,674	GF loan to DIF share
Maintenance Projects:			
3. Sign Maintenance		\$ 5,726	Non-Street Signs. Signs are related to parks, community centers, etc.
5a. Street Maintenance		\$ 4,650,000	Transfers out to Recycled Water Design, Council Chambers, and Pavement Rehab.
5b. Street Maintenance		\$ 16,797	Actual expenditures are included in specific project listings.
6. Street Sweeping		\$ 42,541	Motorpool Allocation - Capital Recovery Costs
6. Street Sweeping		\$ 42,541	Parking Lot Street Sweeping
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
	\$ -	\$ 2,695,492	
Deduction Totals	\$ -	\$ 10,830,751	

Total GF Expenditures	\$ 12,732,582
Minus Deductions	\$ 10,830,751
MOE Base Year	\$ 1,901,831

City of Hesperia
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
1. 8th Avenue (Pedestrian Paseo)		\$ 2,480			\$ 2,480		
2. Main Street Widening (Cataba & Mesa Linda)		\$ 5,844			\$ 5,844		
3. Cottonwood Ave. Widening		\$ 6,233			\$ 6,233		
4. Arrowhead Lake Rd Widen-Rock Springs to City limits		\$ 3,891			\$ 3,891		
5. 7th Avenue - Widen with full Imps.		\$ 1,404			\$ 1,404		
6. H-02 drain line (Storm Drain Project)		\$ 642			\$ 642		
7. Waterline topo, Mojave Yard, & Rancho Cal Zone 5		\$ 943			\$ 943		
Maintenance Projects:							
1. CL monumentation protection.		\$ 7,992			\$ 7,992		
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
		\$ 854,852					
Expenditure Totals	\$ -	\$ 884,281	\$ -	\$ -	\$ 29,429	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
Maintenance Projects:			
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
	\$ -	\$ 854,852	These are costs for City Engineering staff including: salaries & benefits (\$659,628), office supplies (\$3,808), uniform (\$329), fuel (\$5,221), equipment under capital limit (\$1,948), utilities (\$9,112), contracted services for housing and construction maps and stakes (\$128,004 + 5,296), SANBAG dues (\$9,806), City-wide work order system (\$10,210), CMP costs (\$3,500), GIS and computer (\$7,836), dues/memberships (\$1,758), staff training (\$4,553), education (\$230), and vehicle maintenance (\$3,613).
Deduction Totals	\$ -	\$ 854,852	

Total GF Expenditures	\$ 884,281
Minus Deductions	\$ 854,852
MOE Base Year	\$ 29,429

City of Highland
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
1. Project OLA 08-001	326,156			\$ 270,290		\$ 55,866	
2. Project 2004-03 (Indian Gaming Grant #1)	1,133,553				\$ 1,133,553		
3. Project 2006-02	355,407				\$ 317,602	\$ 37,805	
4. Project BRG 07-001 Base Line Bridge	134,451			\$ 134,451			
5. Project BRG 04-04 Boulder Bridge (HBRR)	10,266			\$ 10,266			
6. Project BRG 04-05 Greenspot Bridge (HBRR)	59,087			\$ 59,087			
7. Project 2004-03 (Indian Gaming Grant #2)	91,865				\$ 91,865		
8. Project STR 07-002 (IVDA)	23,575						\$ 23,575
9. Project 2008-03	232,380				\$ 54,964	\$ 29,639	\$ 147,777
10. Grant projects non-reimbursed (written off)	(28,617)				\$ (28,617)		
11. Project 2002-17	26,600					\$ 26,600	
12. Project 2002-05	2,017					\$ 2,017	
Maintenance Projects:							
1. Gas Tax expenditures accounted for in the Gen Fund	6,954	\$ 6,954					
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
	1,689,291	\$ 1,387,763				\$ 301,528	
Expenditure Totals	\$ 4,062,985	\$ 1,394,717	\$ -	\$ 474,095	\$ 1,569,366	\$ 453,455	\$ 171,352

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
1			
Maintenance Projects:			
1. Gen Fund expenditures reimbursed by Gas Tax		\$ 6,954	This \$6,954 was reimbursed by the Gas Tax fund.
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
	\$ 1,689,291	\$ 1,387,763	This \$1,387,763 was reimbursed by the Gas Tax fund.
Deduction Totals	\$ 1,689,291	\$ 1,394,717	

Total GF Expenditures	\$ 1,394,717
Minus Deductions	\$ 1,394,717
MOE Base Year	\$ -

City of Loma Linda
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
1. Project #1							
2. Project #2							
Maintenance Projects:							
1. Traffic Safety		\$ 223,355					
2. Street Maintenance		\$ 597,879					
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
		\$ 250,169					
Expenditure Totals	\$ -	\$ 1,071,403	\$ -	\$ -	\$ -	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
1. Project #			
2. Project #			
Maintenance Projects:			
1. Traffic Safety		\$ 166,803	Transfer from Traffic Safety Fund
2. Street Maintenance		\$ 469,805	Transfer from Gas Tax
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
	\$ -	\$ 250,169	
Deduction Totals	\$ -	\$ 886,777	

Total GF Expenditures	\$ 1,071,403
Minus Deductions	\$ 886,777
MOE Base Year	\$ 184,626

City of Needles
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
Public Works	\$ 700,402	\$ 700,402				\$ 700,402	
Sanitation (street sweeping)	\$ 173,895	\$ 173,895				\$ 173,895	
Maintenance Projects:							
1. Project #1		\$ -					
2. Project #2							
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
	\$ 119,844	\$ 119,844					
Expenditure Totals	\$ 994,141	\$ 994,141	\$ -	\$ -	\$ -	\$ 874,297	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
1. Project #1 : Prop 1B funds used from state of CA	\$ 330,149	\$ 330,149	One time money received from CA, \$400K, money was recorded as GF revenue, & \$330K of it used for major construction projects
2. Project #			
Maintenance Projects:			
1. Project # : Gas tax funds rec'd & trf'd to GF	\$ 117,566	\$ 117,566	Special Gas Tax Revenue (Fund 210) is transferred to GF for street maintenance
2. Project #			
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
	\$ 119,844	\$ 119,844	
Deduction Totals	\$ 567,559	\$ 567,559	

Total GF Expenditures	\$ 994,141
Minus Deductions	\$ 567,559
MOE Base Year	\$ 426,582

City of Ontario
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
1. Project #1							
2. Project #2							
Maintenance Projects:							
1. Traffic Signal / Street Lighting	\$ 1,716,169	\$ 1,716,169					
2. Sidewalk	\$ 1,334,396	\$ 1,334,396					
3. Street Light Maintenance	\$ 401,591	\$ 401,591					
4. Transfer Out from GF - Pavement Management Prog	\$ 1,700,000	\$ 1,700,000					
5. Roadway Maintenance	\$ 912,568	\$ 912,568					
6. Traffic Management	\$ 139,948	\$ 139,948					
7. Paint Striping/Sign Maintenance	\$ 420,435	\$ 420,435					
8. Sign Repair and Construction	\$ 335,053	\$ 335,053					
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
	\$ 228,341	\$ 228,341					
Expenditure Totals	\$ 7,188,501	\$ 7,188,501	\$ -	\$ -	\$ -	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
1. Project #			
2. Project #			
Maintenance Projects:			
1. Acacia St. Reconstruction: Baker to Vineyard	\$ 478,442	\$ 478,442	Per the direction from City Council, emergency repairs requested by businesses in the area. Cost is included in Pavement Management Program.
2. Etiwanda Rehab: Mills Parkway to 4th	\$ 459,155	\$ 459,155	Per the direction from City Council, emergency repairs requested by businesses in the area. Cost is included in Pavement Management Program.
5. Roadway Maintenance	\$ 912,568	\$ 912,568	Gas Tax transfer reimbursed General Fund
6. Traffic Management	\$ 139,948	\$ 139,948	Gas Tax transfer reimbursed General Fund
7. Paint Striping/Sign Maintenance	\$ 420,435	\$ 420,435	Gas Tax transfer reimbursed General Fund
8. Sign Repair and Construction	\$ 335,053	\$ 335,053	Gas Tax transfer reimbursed General Fund
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
	\$ 228,341	\$ 228,341	
Deduction Totals	\$ 2,973,942	\$ 2,973,942	

Total GF Expenditures	\$ 7,188,501
Minus Deductions	\$ 2,973,942
MOE Base Year	\$ 4,214,559

City of Rancho Cucamonga
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)
BASE YEAR #1

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
NONE							
Maintenance Projects:							
1. Streets/Parks - Operations & Maintenance (5200)		\$ 525,133					
2. Streets/Parks - Emerg. Equipment & Rentals (5252)		\$ 8,510					
3. Streets/Parks - Equip. Operations & Maint. (5280)		\$ 19,261					
4. Streets/Parks - Contract Services (5300, 5310)		\$ 554,102					
5. Streets/Parks - Salaries & Fringe Benefits (5000, 5005, 5010, 5030)		\$ 2,497,466					
Engineering/Administrative Overhead Not Allocated to Specific Projects:		\$ 961,999					
Expenditure Totals	\$ -	\$ 4,566,471	\$ -	\$ -	\$ -	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
NONE			
Maintenance Projects:			
1. Street/Parks - Salaries & Fringe Benefits (5000, 5005, 5010, 5030)		\$ 2,497,466	Salaries and benefits prior to FY2013/2014 for Street and Park Maintenance were not budgeted or tracked separately. It is impractical for Street Maintenance salaries and benefits to be extracted from existing records. Therefore, for Base Year #1 and fiscal years through FY2013/2014 a deduction is being requested.
Engineering/Administrative Overhead Not Allocated to Specific Projects:	\$ -	\$ 961,999	
Deduction Totals	\$ -	\$ 3,459,465	

Total GF Expenditures	\$ 4,566,471
Minus Deductions	\$ 3,459,465
MOE Base Year #1*	\$ 1,107,006

* MOE Base Year #1 shall be in effect for FY2009/2010 through FY2013/2014.

- (1) Prior to FY2013/2014, Street and Park Maintenance were combined in Division Code 316, including salaries and benefits.
- (2) Street expenditures for Base Year #1 and fiscal years through FY2013/2014 include transactions in Object Codes 5200, 5252, 5280, 5300, and 5310 of Division Code 316 (318 and 319 for FY2013/2014) with the following Activity Codes: 6903, 6906, 6910, 6911, 6912, 6914, 6925, 6926, 6950, 6952, 6954, 6955, 6958, and 6961.

City of Rancho Cucamonga
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2013/2014 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)
BASE YEAR #2

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
NONE							
Maintenance Projects:							
1. Streets/Parks - Operations & Maintenance (5200)		\$ 505,382					
2. Streets/Parks - Emerg. Equipment & Rentals (5252)		\$ 18,890					
3. Streets/Parks - Equip. Operations & Maint. (5280)		\$ 17,845					
4. Streets/Parks - Contract Services (5300, 5310)		\$ 405,359					
5. Streets/Parks - Salaries & Fringe Benefits (5000, 5005, 5010, 5030)		\$ 1,278,281					
Engineering/Administrative Overhead Not Allocated to Specific Projects:		\$ 92,828					
Expenditure Totals	\$ -	\$ 2,318,585	\$ -	\$ -	\$ -	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
NONE			
Maintenance Projects:			
NONE			
Engineering/Administrative Overhead Not Allocated to Specific Projects:	\$ -	\$ 92,828	
Deduction Totals	\$ -	\$ 92,828	

Total GF Expenditures	\$ 2,318,585
Minus Deductions	\$ 92,828
MOE Base Year #2*	\$ 2,225,757

* MOE Base Year #2 shall be in effect beginning in FY2014/2015.

- (1) Prior to FY2013/2014, Street and Park Maintenance were combined in Division Code 316, including salaries and benefits. Being base on a budget split between Street and Park Maintenance, Base Year #2 better represents Street Maintenance expenditures for fiscal years following FY2013/2014.
- (2) Street expenditures for Base Year #2 and fiscal years following FY2013/2014 include transactions in Division Code 318 and Object Codes 5200, 5252, 5280, and 5300.

City of Twentynine Palms
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
1. Project #1							
2. Project #2							
Maintenance Projects:							
1. Project #1							
2. Project #2							
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
Expenditure Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
1. Project #			
2. Project #			
Maintenance Projects:			
1. Project #			
2. Project #			
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
Deduction Totals	\$ -	\$ -	

Total GF Expenditures	\$ -
Minus Deductions	\$ -
MOE Base Year	\$ -

Note: City of Twentynine Palms does not use General Fund for transportation

City of Victorville
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
None							
Maintenance Projects:							
None		\$ -					
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
1. Engineering Department - Wages & Benefits	\$ 1,877,116	\$ 1,877,116					
2. Engineering Department - Overhead	\$ 250,572	\$ 250,572					
3. Public Works - Overhead	\$ 4,143	\$ 4,143					
4. Maintenance of Streets - Overhead	\$ 301	\$ 301					
5. Street Sweeping - Overhead	\$ 7,402	\$ 7,402					
6. Traffic Control - Overhead	\$ 7,666	\$ 7,666					
7. Traffic Signal Maintenance - Overhead	\$ 17,131	\$ 17,131					
Expenditure Totals	\$ 2,164,331	\$ 2,164,331	\$ -	\$ -	\$ -	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
None			
Maintenance Projects:			
None	\$ -	\$ -	
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
	\$ -	\$ -	
1. Engineering Department - Wages & Benefits	\$ 1,877,116	\$ 1,877,116	Non-street related. Expenses on development review, plan check & inspection
2. Engineering Department - Overhead	\$ 250,572	\$ 250,572	Non-street related. Expenses on development review, plan check & inspection
3. Public Works - Overhead	\$ 4,143	\$ 4,143	Incorrect coding. Should not have been charged to the General Fund
4. Maintenance of Streets - Overhead	\$ 301	\$ 301	Incorrect coding. Should have been charged to Gas Tax
5. Street Sweeping - Overhead	\$ 7,402	\$ 7,402	Incorrect coding. Should have been charged to Gas Tax
6. Traffic Control - Overhead	\$ 7,666	\$ 7,666	Incorrect coding. Should have been charged to Measure I
7. Traffic Signal Maintenance - Overhead	\$ 17,131	\$ 17,131	Incorrect coding. Should have been charged to Measure I
Deduction Totals	\$ 2,164,331	\$ 2,164,331	

Total GF Expenditures	\$ 2,164,331
Minus Deductions	\$ 2,164,331
MOE Base Year	\$ -

Town of Yucca Valley
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
Maintenance Projects:							
1. Emergency Snow Removal	20,822	20,822					
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
Expenditure Totals	\$ 20,822	\$ 20,822	\$ -	\$ -	\$ -	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
Maintenance Projects:			
1. Emergency Snow Removal	\$ 20,822	\$ 20,822	This one-time emergency expenditure is unusual for the Town. It increased the MOE base level arbitrarily outside of the normal on-going General Fund expenditures. Prior years support that General Fund is not routinely utilized for transportation-related construction and maintenance.
Engineering/Administrative Overhead Not Allocated to Specific Projects:	\$ -	\$ -	
Deduction Totals	\$ 20,822	\$ 20,822	

Total GF Expenditures	\$ 20,822
Minus Deductions	\$ 20,822
MOE Base Year	\$ 0

County of San Bernardino
Measure I 2010-2040 Maintenance of Effort Base Year Calculation
 Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
Construction Projects:							
1. San Martin Rd Paving	\$ 2,152	\$ 2,152					
2. Roswell Ave Sidewalk	\$ 617,465	\$ 27,084					\$ 590,381
3. Cozzens Ave Sidewalk	\$ 385,164	\$ 40,163					\$ 345,001
4. Pipe Line Ave Sidewalk	\$ 1,291,550	\$ 7,468					\$ 1,284,082
5. Alder Ave Sidewalk	\$ 809,266.00	\$ 27,779.00					\$ 781,487
6. Bohnert Ave Sidewalk	\$ 417,133	\$ 36,042					\$ 381,091
7. Forty-Eighth St Sidewalk	\$ 113,016	\$ 23,203					\$ 89,813
8. California St Sidewalk	\$ 191,683	\$ 26,581					\$ 165,102
9. Pine St Sidewalk	\$ 341,308	\$ 24,299					\$ 317,009
10. Linden Ave Sidewalk	\$ 118,159	\$ 29,583					\$ 88,576
11. Glen Helen Parkway Grade Sep PA&ED PS&E	\$ 2,341,512	\$ 205,001					\$ 2,136,511
Maintenance Projects:							
None							
Engineering/Administrative Overhead Not Allocated to Specific Projects:							
Expenditure Totals	\$ 6,628,408	\$ 449,355	\$ -	\$ -	\$ -	\$ -	\$ 6,179,053

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
Construction Projects:			
1. San Martin Rd Paving	\$ 2,152	\$ 2,152.00	One time project, project cancelled
2. Roswell Ave Sidewalk	\$ 617,465	\$ 27,084	One time project requested by 4th District Supervisor
3. Cozzens Ave Sidewalk	\$ 385,164	\$ 40,163	One time project requested by 4th District Supervisor
4. Pipe Line Ave Sidewalk	\$ 1,291,550	\$ 7,468	One time project requested by 4th District Supervisor
5. Alder Ave Sidewalk	\$ 809,266.00	\$ 27,779.00	One time project requested by 5th District Supervisor
6. Bohnert Ave Sidewalk	\$ 417,133	\$ 36,042	One time project requested by 5th District Supervisor
7. Forty-Eighth St Sidewalk	\$ 113,016	\$ 23,203	One time project requested by 5th District Supervisor
8. California St Sidewalk	\$ 191,683	\$ 26,581	One time project requested by 5th District Supervisor
9. Pine St Sidewalk	\$ 341,308	\$ 24,299	One time project requested by 5th District Supervisor
10. Linden Ave Sidewalk	\$ 118,159	\$ 29,583	One time project requested by 5th District Supervisor
11. Glen Helen Parkway Grade Sep PA&ED PS&E	\$ 2,341,512	\$ 205,001	General Fund Loan for Development Contribution
Maintenance Projects:			
None			
Engineering/Administrative Overhead Not Allocated to Specific Projects:			
	\$ -	\$ -	
Deduction Totals	\$ 6,628,408	\$ 449,355	

Total GF Expenditures	\$ 449,355
Minus Deductions	\$ 449,355
MOE Base Year	\$ -

Minute Action

AGENDA ITEM: 22

Date: *March 2, 2016*

Subject:

Local Transportation Fund Apportionment for Fiscal Year 2016/2017

Recommendation:

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

- A. Maintain Fiscal Year 2015/2016 Local Transportation Fund apportionment of \$98,090,287 as approved by the Board on March 4, 2015.
- B. Maintain a Fund Reserve of \$7,250,000 for unexpected financial need.
- C. Approve a Local Transportation Fund Estimated Apportionment of \$106,202,805 for Fiscal Year 2016/2017 as detailed in Attachment A and based on \$95,196,700 in estimated receipts, \$11,006,105 from excess revenue in Fiscal Year 2014/21015 not yet apportioned.

Background:

As required by the Transportation Development Act (TDA) SANBAG must analyze and evaluate the total amount of Local Transportation Fund (LTF) revenue anticipated to be available and relative needs and annually determine the amount to be allocated to each claimant. The first step in this process is to determine how much apportionment each area receives based on population data.

Pursuant to Section 6620 of the California Code of Regulations (CCR), the San Bernardino County Auditor/Controller (Auditor) is to provide SANBAG, acting as the County Transportation Commission, with an estimate of LTF revenue available for apportionment and allocation during the ensuing year (Fiscal Year (FY) 2016/2017) and, if requested, a revised or updated estimate of revenues for the current fiscal year (FY 2015/2016) prior to February 1st. Section 6644 of the CCR requires that SANBAG determine and advise all prospective claimants of the amount of all area apportionments for the next fiscal year by March 1st.

The total annual LTF apportionment is a function of three components.

1. Projected annual revenue
2. Prior audited, unapportioned fund balance
3. Fund Reserve

Annually, SANBAG staff presents the County Auditor/Controller with an estimate of current year and subsequent year LTF receipts. The revenue component of the proposed FY 2016/2017 apportionment is \$95,196,700, which was calculated using FY 2014/2015 actual receipts with a 5% escalation for FY 2015/2016 and 6% for FY 2016/2017.

Any excess revenue above and beyond the estimated annual LTF receipts is captured in the financial audit and taken into account in the second component of the annual apportionment

Entity: CTC

calculation, which is the unrestricted fund balance. In this case SANBAG received \$11,006,105 above the FY 2014/2015 apportionment revenue estimate in FY 2014/2015.

Finally, the third component of the apportionment is the fund reserve. In the proposed FY 2016/2017 LTF apportionment staff is recommending that a fund reserve of \$7,250,000 be maintained and made available to operators based on a population share.

The total proposed FY 2016/2017 LTF apportionment is included in Attachment A to this item. The three components of revenue are included at the top of the table. The total apportionment is \$106,202,805. If that total level of apportionment is approved, the individual amounts of apportionment that would be provided to eligible claimants are included in the three sections below. The first section pertains to administration and planning; the second section pertains to non-motorized transportation; and the third section pertains to the Valley and Mountain/Desert jurisdictions for eligible expenditures.

Pursuant to Sections 99233.1, of the California Public Utilities Code, (CPUC), SANBAG and the County Auditor shall allocate such sums as are necessary for the administrative responsibilities under the TDA. The Auditor's staff is requesting an allocation of \$33,768, a decrease of \$252 from the amount allocated in FY 2015/2016. SANBAG's administrative cost includes conducting the LTF and State Transit Assistance Funds (STAF) financial audits and staff time associated with processing disbursement and fiscal tracking and unmet needs hearings. Because staff anticipates a fund balance from prior year administrative funds; staff therefore is requesting only \$250,000 for SANBAG's administrative cost in FY 2016/2017.

Pursuant to Section 99233.2(b)(1) of the CPUC, up to 3% of the annual LTF revenues may be allocated to SANBAG for its transportation planning and programming functions. The amount of LTF planning funds available to the Commission for FY 2016/2017 is \$3,186,084.

Further, pursuant to Section 99233.2(b)(2) of the CPUC and amended by AB1403 signed into law by the Governor in October 2009, Southern California Association of Governments (SCAG) is to be allocated up to 3/4% of the annual LTF revenues. For FY 2016/2017, the allocation to SCAG is \$796,521.

Lastly, in accordance with Section 99233.3 of the CPUC (Article 3), 2% of the remaining balance following allocations for administration and planning is made available to counties and cities, through a competitive grant process, for facilities provided for the exclusive use of pedestrians and bicycles. The allocation for pedestrian and bicycle related projects for FY 2016/2017 is \$2,038,729. SANBAG conducts an Article 3 call for projects every two years. The next call for projects is scheduled for February 2018.

The balance of LTF is available for apportionment to the Valley and to each individual city and County area in the Mountain/Desert subareas based on the population estimates approved by the Board for Fiscal Year 2015/2016 in July 2015. While apportionments are made to individual jurisdictions in the Mountain/Desert subareas, the funds are first allocated to the respective transit operators for transit purposes, and any unused apportionment is returned to the local jurisdictions for streets and roads purposes.

SANBAG has received concurrence on Attachment A from San Bernardino County Auditor-Controller Larry Walker.

Board of Directors Agenda Item

March 2, 2016

Page 3

Financial Impact:

The Commission is the designated agency responsible for the administration of the LTF for San Bernardino County. Adoption of the LTF apportionment will provide SANBAG, SCAG, transit agencies, and local jurisdictions with revenue estimates to use for FY 2016/2017 budgeting purposes. This item has no financial impact on the FY 2015/2016 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on February 11, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

ATTACHMENT A
San Bernardino County Local Transportation Fund
Fiscal Year 2016/2017 Apportionment

			APPORTIONMENT
Prior Year Audited Unrestricted Fund Balance ¹			\$ 11,006,105
Estimated Annual LTF Receipts ²			\$ 95,196,700
Returned FY 2015/2016 Fund Reserve			\$ 7,250,000
Proposed FY 2016/2017 Fund Reserve			\$ (7,250,000)
<i>Allocation of Transit Reserves</i>			
<i>Omnitrans/MetroLink</i>	\$ 5,267,343		
<i>VVTA</i>	\$ 1,542,510		
<i>MARTA</i>	\$ 174,073		
<i>MBTA</i>	\$ 249,038		
<i>City of Needles</i>	\$ 17,038		
Total Estimated Funds Available			\$ 106,202,805
Auditor's Administrative Cost ³			\$ 33,768
SANBAG's Administrative Cost Set-Aside ⁴			\$ 250,000
County Transportation Commission Planning ⁵			\$ 3,186,084
SCAG Planning ⁶			\$ 796,521
Resulting Balance			\$ 101,936,432
Article 3 (SB821) Program ⁷			\$ 2,038,729
Balance Available for Apportionment			\$ 99,897,703
Apportionment Area	Population ⁸	Percentage	APPORTIONMENT
Valley	1,528,823	72.65%	\$ 72,578,678
Adelanto	33,084	1.57%	\$ 1,570,392
Apple Valley	71,396	3.39%	\$ 3,389,529
Barstow	23,407	1.11%	\$ 1,110,862
Big Bear Lake	5,165	0.25%	\$ 244,749
Hesperia	92,177	4.38%	\$ 4,375,519
Needles	4,940	0.24%	\$ 234,760
Twentynine Palms	25,846	1.23%	\$ 1,226,744
Victorville	121,168	5.76%	\$ 5,752,110
Yucca Valley	21,355	1.02%	\$ 1,013,962
County - Unincorporated			\$ -
<i>Colorado River (VVTA/BAT)</i>	2,191	0.10%	\$ 103,894
<i>Morongo Basin (MBTA)</i>	25,079	1.19%	\$ 1,190,781
<i>Mountains (MARTA)</i>	45,363	2.16%	\$ 2,153,794
<i>North Desert (VVTA/BAT)</i>	33,533	1.59%	\$ 1,592,369
<i>Victor Valley (VVTA)</i>	70,764	3.36%	\$ 3,359,560
Total	2,104,291	100.00%	\$ 99,897,703

¹ Includes excess revenue from FY 2015 not yet apportioned.

² Est. calculated using FY15 actual receipts, with a 5% escalation for FY16 and 6% for FY17

³ Estimate provided by County Auditor on January 05, 2016.

⁴ SANBAG's administrative cost includes staff time associated with administration of TDA funds, audits, TDA update work and unmet needs hearings.

⁵ County Transportation Commission Planning set-aside is 3% of Total Estimated Funds Available.

⁶ SCAG Planning set-aside is 3/4% of Total Estimated Funds Available.

⁷ Article 3 (SB821) Program set-aside is 2% of Resulting Balance.

⁸ Population Source: California Department of Finance and County Demographic Research Unit January 2015

Minute Action

AGENDA ITEM: 23

Date: *March 2, 2016*

Subject:

Measure I Valley Major Street Program Allocation Planning for Fiscal Year 2016/2017

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve the following amounts for consideration in the SANBAG Fiscal Year 2016/2017 Budget for the Valley Major Street Arterial Sub-program and the Valley Major Street Project Advancement Program:

- Valley Major Street Arterial Sub-Program: \$10,780,897.43
- Valley Major Street Project Advancement Program: \$8,188,822.36
- Valley Major Street Project Advancement Program Adjustment Repayment: \$2,538,438.77

Background:

SANBAG staff is engaged in the allocation planning process for Fiscal Year 2016/2017. This process provides information for use by both SANBAG and its member agencies in preparation of their capital budgets. One of the allocation planning activities is to determine how much funding should be assigned for local jurisdiction use in the Valley Major Street Arterial Sub-program and Valley Major Street Project Advancement Agreement (PAA) Program.

Arterial PAAs were entered into for projects that were initiating construction prior to January 31, 2009, and eligible for reimbursement from the Measure I 2010-2040 Major Streets Program beginning in April 2010. The local agencies advanced the funds necessary to complete the projects and are reimbursed the public share of project costs over time. SANBAG's total public share of eligible PAA project invoices to date is approximately \$70 million and the remaining reimbursable balance is approximately \$8.2 million. Final reconciliation and reimbursements are anticipated in Fiscal Year 2017/2018.

The Valley Major Street Program receives 20% of the Valley Measure I revenue. Per the Measure I Strategic Plan Policy 40002 PA-9, the Valley Arterial PAA program is allocated 40% of the projected Measure I Valley Major Street program revenue off the top. The remaining revenue is allocated to two sub-programs with the grade separation sub-program receiving 33% of the remaining program funds and the arterial sub-program receiving 67%. In early 2012 SANBAG staff conducted an analysis and found that only 15% of the allocated arterial funds had been invoiced in Fiscal Year 2010/2011. Per Policy PA-9, PAA reimbursement may be increased above 40% if other project needs are less than the remaining 60%.

Entity: CTA

Board of Directors Agenda Item

March 2, 2016

Page 2

As a result, staff recommended and the SANBAG Board approved increasing the Fiscal Year 2012/2013 Arterial PAA allocation by an amount equal to the unused Fiscal Year 2010/2011 Arterial Sub-program allocation to facilitate accelerated payoff of the Arterial PAA program. This was repeated in the subsequent fiscal years. As of December 31, 2015, approximately 25% of the total arterial funds allocated between Fiscal Year 2010/2011 and Fiscal Year 2015/2016 have been invoiced by the local agencies. This lowered need and usage of the funds for the Major Street Arterial Sub-program has allowed a quicker repayment of PAA project invoices.

The PAA adjustment has benefited the local jurisdictions as it allowed PAA reimbursements to proceed at a faster pace. The expectation has been that the reimbursements could be applied to the delivery of additional projects in each of the jurisdictions. Concern had been expressed by several jurisdictions that this action would have put their own future allocations at risk or delayed access to those allocations. However, this has not been the case as the Measure I Strategic Plan contained several protections against this and most of the agencies have chosen to “bank” arterial funds for specific, larger projects.

At 40% of projected program revenues, the PAA allocation is \$10,727,261.13. Given the remaining balance of reimbursable PAA invoices is less than this amount, staff is recommending that the excess Fiscal Year 2016/2017 Arterial PAA allocation, approximately \$2.5 million, be used to reimburse agencies that deferred Arterial Sub-program allocations to benefit the PAA program. It is anticipated these deferred allocations can be fully reimbursed in Fiscal Year 2017/2018.

In Table 1, the proposed PAA allocations are based on the remaining invoices. Actual amounts may change when invoices are reviewed before reimbursement begins.

Table 1
Proposed Allocation to Project Advancement Agreement Program ⁽¹⁾

Jurisdiction	Public Share of Eligible Invoices	Payments to Date	FY16/17 PAA Allocation Amount	Balance Due
Chino	\$2,409,779.50	\$2,388,521.57	\$21,257.93	\$0.00
Chino Hills	\$7,692,997.37	\$5,511,612.21	\$2,181,385.16	\$0.00
Fontana	\$34,929,154.93	\$32,074,314.85	\$2,854,840.08	\$0.00
Highland	\$170,493.90	\$170,493.90	\$0.00	\$0.00
Rancho Cucamonga	\$20,628,713.19	\$17,504,515.07	\$3,124,198.12	\$0.00
Rialto	\$898,003.56	\$898,003.56	\$0.00	\$0.00
Yucaipa	\$2,724,856.41	\$2,717,715.34	\$7,141.07	\$0.00
Total	\$69,453,998.86	\$61,265,176.50	\$8,188,822.36	\$0.00

(1) Amounts in table are estimates. Jurisdictions will be individually notified by SANBAG of actual reimbursement amounts.

Board of Directors Agenda Item
 March 2, 2016
 Page 3

Table 2 shows the proposed Fiscal Year 2016/2017 Measure I Valley Arterial Sub-program allocations, as well as the cumulative allocation amounts for Fiscal Year 2010/2011 through 2015/2016 and the invoices received as of January 31, 2016.

Each jurisdiction will have access to their cumulative total, less what they have already invoiced. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1 and was reviewed with the Transportation Technical Advisory Committee (TTAC) on February 1, 2016.

Table 2
Measure I Major Street Arterial Program
FY2016/2017 Allocation Proposal

Jurisdiction	Equitable Share	Allocations				Allocation Status	
		Cumulative Allocation FY10/11 through FY15/16	Proposed FY16/17 Allocation	Proposed ⁽¹⁾ FY12/13 PAA Adjustment Reimbursement	Proposed FY16/17 Allocation	Proposed Total Allocations FY10/11 through FY16/17	Total Invoicing through Jan 31, 2016
Chino	7.591%	\$2,804,402.54	\$818,377.92	\$285,708.80	\$1,104,086.73	\$3,908,489.27	\$298,945.94
Chino Hills	2.194%	\$752,334.41	\$236,532.89	\$82,703.31	\$319,236.20	\$1,071,570.61	\$0.00
Colton	2.534%	\$926,059.61	\$273,187.94	\$93,985.34	\$367,173.28	\$1,293,232.89	\$101,856.66
Fontana	19.400%	\$7,055,631.64	\$2,091,494.10	\$508,277.31	\$2,599,771.41	\$9,655,403.05	\$1,363,192.13
Grand Terrace	1.389%	\$515,704.61	\$149,746.67	\$52,627.76	\$202,374.43	\$718,079.04	\$54,997.22
Highland	6.777%	\$2,324,976.91	\$730,621.42	\$255,633.26	\$986,254.68	\$3,311,231.58	\$0.00
Loma Linda	4.074%	\$1,400,654.92	\$439,213.76	\$154,130.51	\$593,344.27	\$1,993,999.20	\$0.00
Montclair	0.597%	\$205,055.47	\$64,361.96	\$16,638.92	\$81,000.88	\$286,056.34	\$6,308.40
Ontario	12.272%	\$4,206,774.97	\$1,323,031.73	\$356,709.82	\$1,679,741.55	\$5,886,516.52	\$269,846.67
Rancho Cucamonga	5.044%	\$2,033,694.92	\$543,788.47	\$17,757.65	\$561,546.12	\$2,595,241.04	\$2,009,407.74
Redlands	4.854%	\$1,672,519.62	\$523,304.76	\$184,206.06	\$707,510.82	\$2,380,030.44	\$0.00
Rialto	3.831%	\$1,432,913.46	\$413,016.18	\$146,613.10	\$559,629.28	\$1,992,542.75	\$1,403,900.99
San Bernardino	7.857%	\$2,723,729.97	\$847,055.11	\$296,984.91	\$1,144,040.02	\$3,867,769.99	\$120,974.22
Upland	2.743%	\$877,692.34	\$295,720.02	\$86,462.01	\$382,182.03	\$1,259,874.37	\$820,894.87
Yucaipa	5.965%	\$2,556,143.69	\$643,080.53	\$0.00	\$643,080.53	\$3,199,224.22	\$381,060.00
County	12.878%	\$6,662,356.28	\$1,388,363.97	\$0.00	\$1,388,363.97	\$8,050,720.25	\$3,661,916.00
TOTALS	100.000%	\$38,150,645.36	\$10,780,897.43	\$2,538,438.77	\$13,319,336.20	\$51,469,981.56	\$10,493,300.84

- (1) Staff recommends using excess revenue from the PAA set-aside to reimburse agencies that loaned funds to advance PAA payoffs. Staff recommends reimbursing the oldest loans first on a proportional basis. Amounts in table are estimates.

The Measure I Strategic Plan anticipated the need to under-allocate to certain jurisdictions in any given year and over-allocate to other jurisdictions based on the fluctuation in project delivery schedules. It was designed to optimize the use of the available funds for the Major Street Program and expedite project delivery, while providing assurances that each jurisdiction would receive its equitable share. The objective was to put the funds to work, not retain them in SANBAG accounts. These policies and the Major Street allocation proposal in this agenda item are consistent with that objective.

Board of Directors Agenda Item
March 2, 2016
Page 4

Financial Impact:

This item has no impact on the approved Fiscal Year 2015/2016 Budget.

Reviewed By:

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 11, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

ATTACHMENT 1

FY 16/17 Measure I Major Street Arterial Program & Project Advancement Agreement Program Allocation Proposal Detailed Calculations

Estimated FY 16/17 + Excess FY 14/15 Major Streets Arterial Revenue \$ 26,818,152.82
 PAA set-aside (40%) \$ 10,727,261.13
 Arterial Portion(67% of balance) \$ 10,780,897.43
 Grade Separation Portion (33% of balance) \$ 5,309,994.26

PAA Invoice Balance ⁽¹⁾	To Be Applied to Adjustments
\$ 8,188,822.36	\$ 2,538,438.77

Partial FY12/13 PAA Payback 59.19%

		Prior FY Allocations and Invoicing				PAA Adjustments to Allocation (Future Arterial Allocations)					PAA Adjustment Repayment		FY 16/17 Allocation	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Jurisdiction	Equitable Share	Cumulative Allocation FY10/11-15/16	Arterial Invoicing through January 31, 2016	Allocation Balance through January 31, 2016	FY12/13 PAA adjustment	FY13/14 PAA adjustment	FY14/15 PAA adjustment	FY15/16 PAA Adjustment	Total PAA adjustment through FY16/17	Proposed Partial Repayment of FY12/13 Adjustment with Excess PAA Set-Aside ⁽²⁾	Proposed PAA Adjustment Balance after Repayment	Proposed FY 16/17 Allocation "by formula"	Proposed FY 16/17 Allocation "by formula" with Partial FY12/13 PAA Payback	
Chino	7.591%	\$2,800,621.59	\$298,945.94	\$2,501,675.65	\$482,680.00	\$638,400.00	\$0.00	\$0.00	\$1,121,080.00	\$285,708.80	\$835,371.20	\$818,377.92	\$1,104,086.73	
Chino Hills	2.194%	\$749,815.61	\$0.00	\$749,815.61	\$139,720.00	\$184,800.00	\$45,850.00	\$13,290.00	\$383,660.00	\$82,703.31	\$300,956.69	\$236,532.89	\$319,236.20	
Colton	2.534%	\$940,348.16	\$101,856.66	\$838,491.50	\$158,780.00	\$210,000.00	\$0.00	\$0.00	\$368,780.00	\$93,985.34	\$274,794.66	\$273,187.94	\$367,173.28	
Fontana	19.400%	\$7,013,582.47	\$1,363,192.13	\$5,650,390.34	\$858,690.00	\$1,227,430.00	\$394,475.64	\$528,350.00	\$3,008,945.64	\$508,277.31	\$2,500,668.33	\$2,091,494.10	\$2,599,771.41	
Grand Terrace	1.389%	\$511,082.35	\$54,997.22	\$456,085.13	\$88,910.00	\$117,600.00	\$0.00	\$0.00	\$206,510.00	\$52,627.76	\$153,882.24	\$149,746.67	\$202,374.43	
Highland	6.777%	\$2,315,308.71	\$0.00	\$2,315,308.71	\$431,870.00	\$571,200.00	\$141,720.00	\$41,070.00	\$1,185,860.00	\$255,633.26	\$930,226.74	\$730,621.42	\$986,254.68	
Loma Linda	4.074%	\$1,389,730.90	\$0.00	\$1,389,730.90	\$260,390.00	\$344,400.00	\$85,450.00	\$24,760.00	\$715,000.00	\$154,130.51	\$560,869.49	\$439,213.76	\$593,344.27	
Montclair	0.597%	\$203,795.22	\$6,308.40	\$197,486.82	\$28,110.00	\$44,090.00	\$22,500.00	\$9,930.00	\$104,630.00	\$16,638.92	\$87,991.08	\$64,361.96	\$81,000.88	
Ontario	12.272%	\$4,195,003.96	\$269,846.67	\$3,925,157.29	\$602,630.00	\$1,033,200.00	\$434,900.00	\$74,290.00	\$2,145,020.00	\$356,709.82	\$1,788,310.18	\$1,323,031.73	\$1,679,741.55	
Rancho Cucamonga	5.044%	\$2,010,159.95	\$2,009,407.74	\$752.21	\$30,000.00	\$428,400.00	\$167,297.35	\$0.00	\$625,697.35	\$17,757.65	\$607,939.70	\$543,788.47	\$561,546.12	
Redlands	4.854%	\$1,653,178.53	\$0.00	\$1,653,178.53	\$311,200.00	\$411,600.00	\$102,120.00	\$29,600.00	\$854,520.00	\$184,206.06	\$670,313.94	\$523,304.76	\$707,510.82	
Rialto	3.831%	\$1,403,900.99	\$1,403,900.99	\$0.00	\$247,690.00	\$327,600.00	\$0.00	\$0.00	\$575,290.00	\$146,613.10	\$428,676.90	\$413,016.18	\$559,629.28	
San Bernardino	7.857%	\$2,705,645.20	\$120,974.22	\$2,584,670.98	\$501,730.00	\$663,600.00	\$164,650.00	\$23,498.68	\$1,353,478.68	\$296,984.91	\$1,056,493.77	\$847,055.11	\$1,144,040.02	
Upland	2.743%	\$1,063,942.82	\$820,894.87	\$243,047.95	\$146,070.00	\$0.00	\$0.00	\$207,090.00	\$353,160.00	\$86,462.01	\$266,697.99	\$295,720.02	\$382,182.03	
Yucaipa	5.965%	\$2,541,429.09	\$381,060.00	\$2,160,369.09	\$0.00	\$504,000.00	\$0.00	\$36,240.00	\$540,240.00	\$0.00	\$540,240.00	\$643,080.53	\$643,080.53	
County	12.878%	\$6,653,098.82	\$3,661,916.00	\$2,991,182.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,388,363.97	\$1,388,363.97	
TOTALS	100.00%	\$38,150,644.36	\$10,493,300.84	\$27,657,343.52	\$4,288,470.00	\$6,706,320.00	\$1,558,962.99	\$988,118.68	\$13,541,871.67	\$2,538,438.77	\$11,003,432.90	\$10,780,897.43	\$13,319,336.20	
Arterial Allocation (67% after PAA set-aside)	100.00%	\$38,150,644.36	\$10,493,300.84	\$27,657,343.52	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$ 10,780,897.43	\$ 13,319,336.20	
PAA set-aside (40% off top)	n/a	\$48,261,668.68	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$ 10,727,261.13	\$ 10,727,261.13	
PAA adjustment	n/a	\$13,541,871.66	n/a	n/a	\$ 4,288,470.00	\$ 6,706,320.00	\$1,558,962.99	\$988,118.68	\$13,541,871.67	\$2,538,438.77	\$11,003,432.90	n/a	\$ (2,538,438.77)	
Total Arterial Program	n/a	\$99,954,184.70	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$ 21,508,158.56	\$21,508,158.56	

NOTES:

- (1) PAA Invoice Balance is the amount needed to pay all the remaining public share of eligible invoices received to date. Any additional eligible invoices submitted up to the contract maximum will be paid in FY17/18.
- (2) Excess Revenue from the PAA Program is proposed to pay back oldest PAA adjustments first

Minute Action

AGENDA ITEM: 24

Date: *March 2, 2016*

Subject:

Presentation from the Homeless Outreach and Proactive Enforcement (H.O.P.E.) Team

Recommendation:

Receive and file the information.

Background:

The Homeless Outreach and Proactive Enforcement (H.O.P.E.) Team is a program started by the Sheriff's Department to help reduce calls for service required to deal with the homeless population by using a community policing approach. By actively reaching out into the homeless community, the H.O.P.E. Team hopes to stop the revolving door of arrest, incarceration and release of homeless individuals through a balance of policing and connecting homeless individuals with resources and services to help them with the underlying issues causing the homelessness.

The H.O.P.E. Team has been working throughout the County and cooperating with city police departments that have similar programs. Corporal Reggie Pahia will provide a brief overview of the activities of the H.O.P.E. Team. (attached)

Financial Impact:

This item has no impact on the adopted Fiscal Year 2015/2016 SANBAG budget.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review.

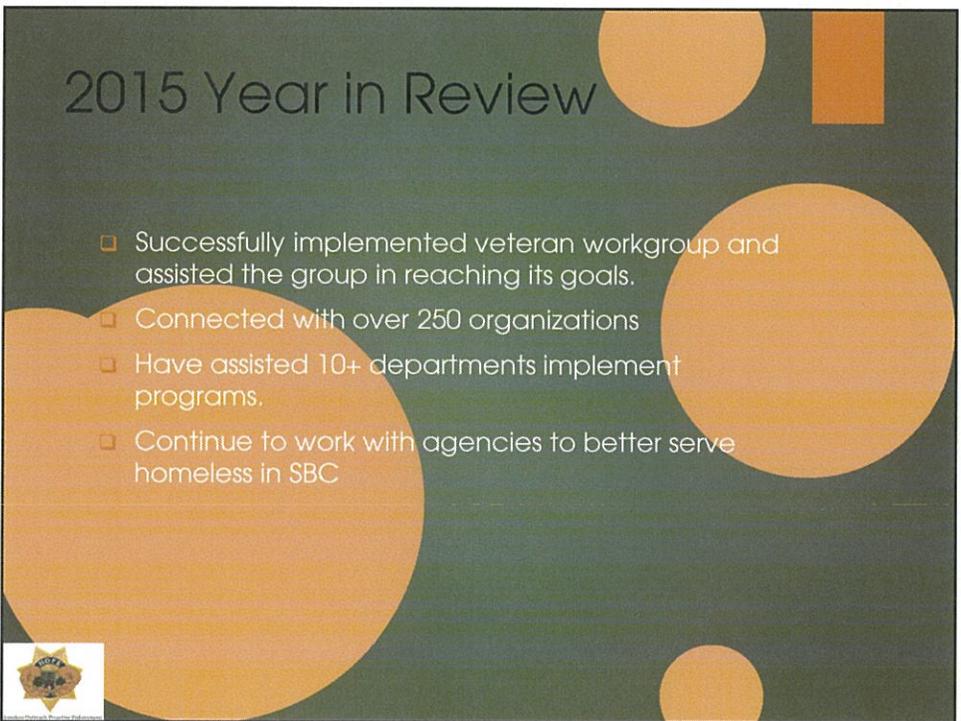
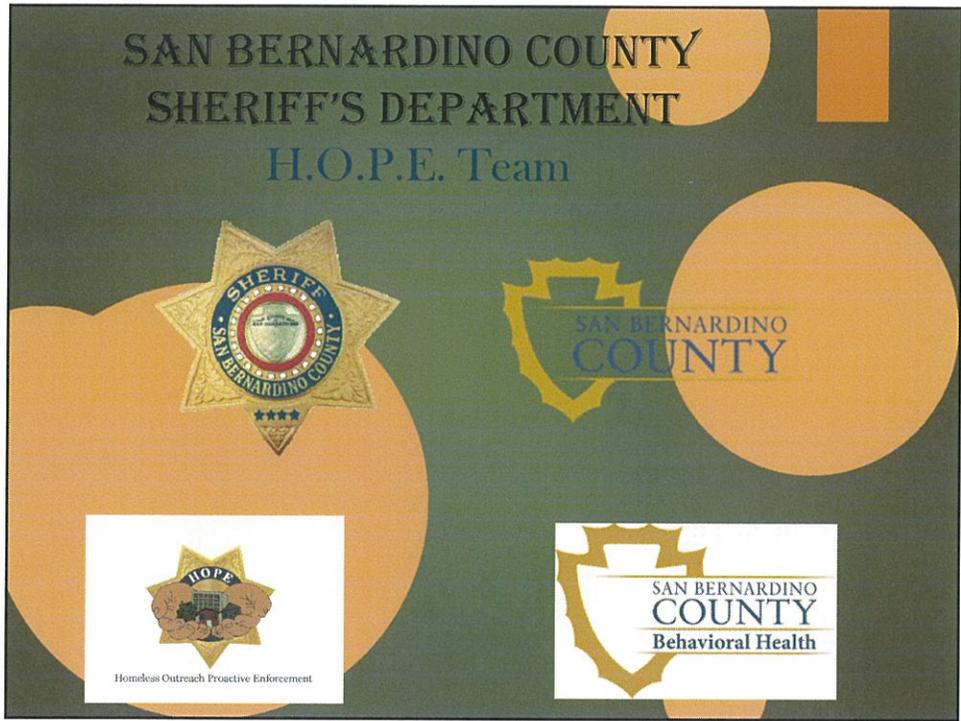
Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
 Board of Directors
 Date: March 2, 2016

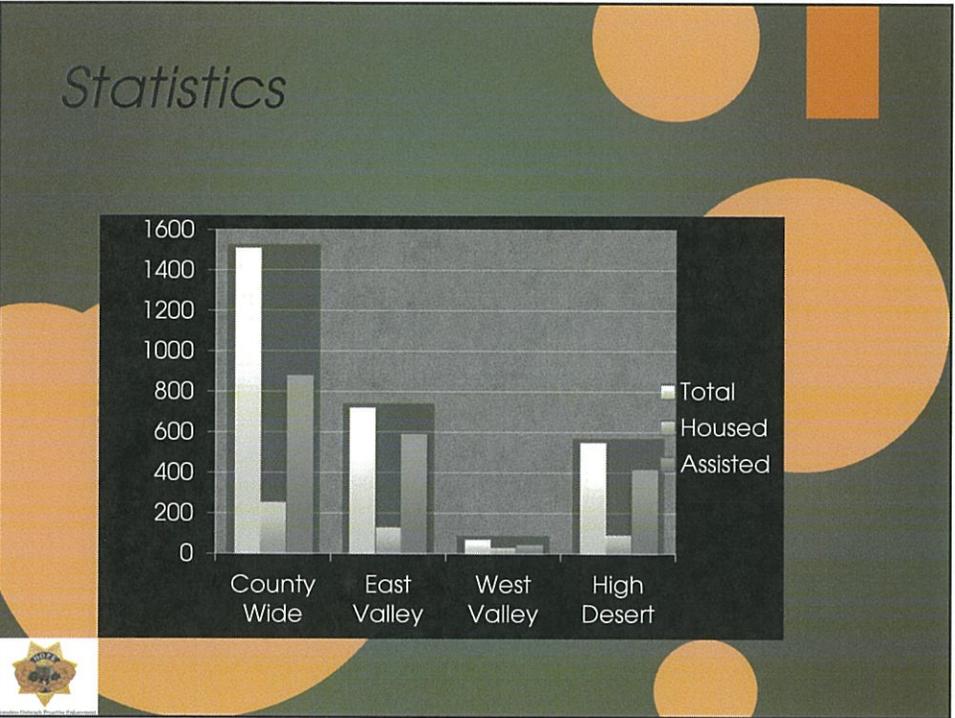
Witnessed By:

Entity: COG



2015 Statistics

985 Homeless Contacted
 542 Given Assistance
 291 Referred to Services
 214 Housed
 21 Arrests

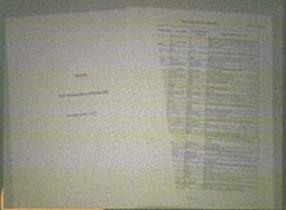
Ending Veteran Homelessness

- Initiative has been very successful with collaboration
- Used National Best Practices
 - Workgroup
 - Shared List of veterans
 - Follow Thru and case management
 - Virtual zero reached 12/31/2015




Case Conferencing Model

- Model from the Veteran Workgroup
- Create county wide lists of most vulnerable clients
- Use Homeless Provider Network meetings to collaborate
- Begin ahead of the push!




Ending Chronic Homeless 2017

- ▶ As funding moves towards this initiative we as a county need to.
- ▶ Transition to better assist these populations
- ▶ Starting now we will make the goal!



El Nino Preparedness

- ▶ How will El Nino change homeless needs?
- ▶ Over 70 homeless in riverbeds and waterways.
- ▶ Identified and GPS'd
- ▶ Working with OES and OHS.
- ▶ Need to identify faith based organizations that could be used in emergencies.

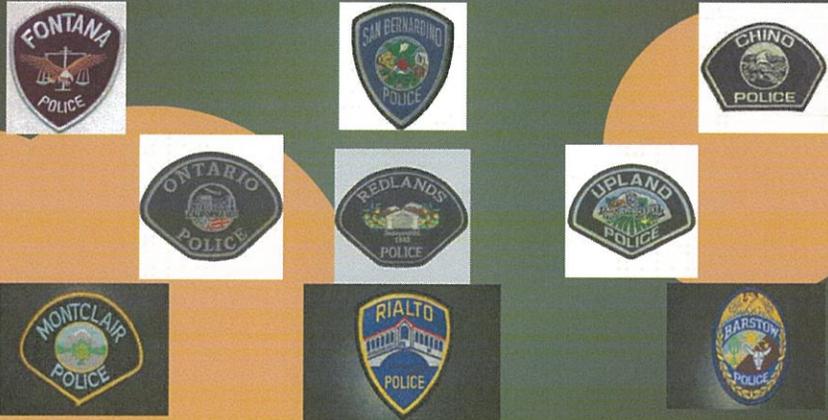


Barriers to Programs

- ▶ HUD Prefers few Barriers.
- ▶ Chronic Homeless have problems
- ▶ Communication
- ▶ Transportation
- ▶ Maximizing Potential



Continue to collaborate with local police department outreach teams toward a shared goal




Positive Change Not Spare Change Campaign

H.O.P.E. Team Members

<p><u>High Desert Coordinator</u> Deputy Jeff Collins 909-387-3650 jcollins@sbcscd.org</p>	<p><u>East Valley Coordinator</u> Deputy Mike Jones 909-387-0623 mjones@sbcscd.org</p>
<p><u>West Valley Coordinator</u> Detective Reggie Pahia 909-387-3660 rpahia@sbcscd.org</p>	<p><u>Team Supervisor</u> Sergeant Matt Yost (909)387-3689 myost@sbcscd.org</p>
<p>1-844-811-HOPE(4673) Toll Free HOPE@sbcscd.org</p>	

Attachment: H.O.P.E. Team Presentation to SANBAG BRD MAR 2, 2016 (2564 : Presentation from the Homeless Outreach and Proactive

Minute Action

AGENDA ITEM: 25

Date: *March 2, 2016*

Subject:

Results of Auditor's Agreed-Upon Procedures Engagement requested by the Independent Taxpayer Oversight Committee

Recommendation:

Receive and file the report.

Background:

On October 28, 2015, the Independent Taxpayer Oversight Committee (ITOC) approved a scope of work for an outside auditor to review a sampling of transactions involving Measure I funds and test for compliance with the Measure I Expenditure Plan and SANBAG Measure I policies. This type of review is called an Agreed-Upon Procedures engagement.

The review by an outside auditor was requested after SANBAG staff conducted an internal review of compliance with the Measure I Expenditure Plan and SANBAG Policies for highway, grade separation, interchange, bus rapid transit and rail projects that are funded by Measure I, as well as Measure I allocations for local projects managed by cities or the County. The staff review showed most projects in compliance with the Measure I Expenditure Plan and SANBAG Policies, but there were some discrepancies identified.

After reviewing the results of the internal staff review, the ITOC requested that an outside auditor be engaged to conduct a test of 10% of Measure I vouchers. Staff has a bench of pre-approved auditing firms and these firms were requested to provide a cost proposal to perform the scope of work approved by the ITOC. Procurement solicited bids from the two on call audit firms. Based on the proposals, Conrad, LLP was selected for this Agreed-Upon Procedures engagement.

The findings of the Agreed-Upon Procedures engagement (attached) were presented to the ITOC on January 12, 2016, and found no major exceptions and one minor exception with a contract complying with SANBAG policy.

This contract compliance exception related to a contract not containing a “non-discrimination clause” as required by SANBAG policy. That contract is an older contract executed before SANBAG implemented new procurement processes and before SANBAG had in-house General Counsel to review contracts. All contracts now go through a more rigorous and standardized process and are compliant with SANBAG policies.

Entity: CTA

Board of Directors Agenda Item

March 2, 2016

Page 2

After reviewing the report from the auditor the ITOC had no additional comments and was satisfied with the results described in the report. The ITOC then requested that the audit be passed on to the Board of Directors.

Financial Impact:

This item is consistent with the adopted Fiscal Year 2015/2016 SANBAG budget.

Reviewed By:

This item was reviewed by the Independent Taxpayer Oversight Committee on January 12, 2016.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

**SAN BERNARDINO
ASSOCIATION OF GOVERNMENTS**

Agreed-Upon Procedures
Measure I Funds Invoice Testing

For the Period
July 1, 2011 through June 30, 2015



Hilda Flores, CPA
 Chief of Fiscal Resources
 San Bernardino Associated Governments
 1170 West 3rd Street, 2nd Floor
 San Bernardino, CA 92410

We have performed the procedures enumerated below, which were agreed to by the San Bernardino Association of Governments ("SANBAG"), solely to assist you with respect to reviewing invoices pertaining to Measure I ordinance for the period July 1, 2011 through June 30, 2015. SANBAG's management is responsible for reviewing and ensuring that the invoices were in accordance with the Measure I ordinance. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested or for any other purpose.

Our procedures performed and the results of those procedures are as follows:

- 1) We reviewed approximately 10-15 contracts, identified compliance requirements, and documented items of significance.

Results: No exceptions were noted as a result of our procedures.

- 2) We reviewed the 10-Year Delivery Plan and Measure I Ordinance, identified compliance requirements, and documented items of significance.

Results: No exceptions were noted as a result of our procedures.

- 3) We reviewed SANBAG policies and procedures and documented items of significance.

Results: No exceptions were noted as a result of our procedures.

- 4) We reviewed internal audit results, and documented items of significance.

Results: No exceptions were noted as a result of our procedures.

- 5) We randomly selected 10% of the vouchers and ensured that the vouchers were supported, allowable, and all compliance requirements as well as internal procedures were met.

Hilda Flores, CPA
Chief of Fiscal Resources

Results: In the following table we have summarized the items selected for testing.

<u>Description/Task</u>	<u>Number of Items Tested</u>	<u>Amount Tested</u>
Transit and Passenger Rail	7	\$ 553,647
Major Project Delivery	147	43,867,403
Fund Administration and Programing	17	<u>4,488,579</u>
Total	171	<u>\$ 48,909,629</u>

As a result of our procedures, one exception was noted. We identified that contract #00-1000004 did not contain a non-discrimination clause as required per Policy 11000 Section V.D. However, we did note that the expenditures relating to the contract were allowable.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the invoices pertaining to the Measure I Ordinance. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified users listed above and is not intended to be and should not be used by anyone other than those specified parties.

Conrad LLP

Lake Forest, California
December 12, 2015

Minute Action

AGENDA ITEM: 26

Date: *March 2, 2016*

Subject:

Fiscal Year 2016/2017 State Transit Assistance Fund – Population Share Apportionment

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

Approve a State Transit Assistance Fund-Population Share Apportionment for Fiscal Year 2016/2017 of \$9,114,837, to be apportioned \$6,622,170 to the Valley and \$2,492,667 to the Mountain/Desert Areas based on 2015 California Department of Finance Population Data.

Background:

Pursuant to the California Public Utilities Code (CPUC) Section 99312, SANBAG receives State Transit Assistance (STA) funds, which are derived from the statewide sales tax on diesel fuel, from the State Controller's Office. This funding is allocated as follows: 1) 50% for PUC 99313 STA-Population Share based on the ratio of the population of the area under its jurisdiction to the total population of the state and 2) 50% for PUC 99314 STA-Operator Share, which is specific moneys for operators and allocated based on the ratio of the total region's prior year transit operator passenger fare and local support revenues, as well as member agencies, to the total revenue of all operators in the state and member agencies. The amount of STA-Operator Share funds available to each transit operator on an annual basis is determined by the State, and SANBAG functions as a pass through agency for this portion of STA.

SANBAG apportions STA-Population Share funds to the Valley and Mountain/Desert areas based on the population of these larger subareas to the population of the county as a whole. Because STA funds are largely intended for capital purposes, the STA-Population Share funds are not further apportioned to the jurisdiction level, as is the case with the Local Transportation Fund, but are instead allocated to specific projects as the need is identified. These allocations will be presented to the Board for approval after the transit operators have developed their Fiscal Year (FY) 2016/2017 budgets.

As shown in Table 1, staff recommends an estimated apportionment for FY 2016/2017 of \$9,114,837. The resulting apportionments to the Valley and Mountain/Desert areas based on the population estimates for FY 2015/2016 approved by the Board in July 2015 are \$6,622,170 and \$2,492,667, respectively.

Note that the total apportionment is about \$2 million less than presented to the Commuter Rail and Transit Committee on February 11, 2016, and is based on the estimate for Fiscal Year 2016/2017 prepared by the California State Controller's Office (SCO) on February 12, 2016. The SCO estimate is based on the Governor's Budget and likely takes into account lower diesel fuel prices. This is almost a 19% reduction from the SCO estimate for Fiscal Year 2015/2016 and an 18% reduction from actuals for Fiscal Year 2014/2015. Because this fund source is

Entity: CTC

typically only used for capital projects, the reduction will not have an immediate effect. Staff will evaluate the long-term impact of sustained reductions in the 2016 Update to the 10-Year Delivery Plan.

TABLE 1
San Bernardino County State Transit Assistance Fund – Population Share
Fiscal Year 2016/2017 Apportionment

			APPORTIONMENT
Prior Year Audited Unrestricted Fund Balance ¹			\$ 549,526
Estimated Annual STA-Population Receipts ²			\$ 8,565,311
Total Estimated Funds Available			\$ 9,114,837
Apportionment Area	Population³	Percentage	APPORTIONMENT
Valley	1,528,823	72.65%	\$ 6,622,170
Mountain/Desert	575,468	27.35%	\$ 2,492,667
Total	2,104,291		

¹ This is derived from the difference between actuals & estimates of FY14/15 plus excess revenue from FY13/14 not yet apportioned.

² Estimated Annual STA Receipts based SCO estimate for FY16/17

³ Population Source: California Department of Finance and County Demographic Research Unit January 2015

Financial Impact:

The Commission is the designated agency responsible for the administration of the STA-Population Share Apportionment for San Bernardino County. Adoption of the STA Population apportionment will provide SANBAG and the transit operators with revenue estimates to use for Fiscal Year 2016/2017 budgeting purposes. This item has no financial impact on the Fiscal Year 2015/2016 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on February 11, 2016. Since that approval, staff has received updated apportionment information and has amended the estimate accordingly. The updated apportionment amount has not received prior policy or technical advisory committee review.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
 Board of Directors
 Date: March 2, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 27

Date: *March 2, 2016*

Subject:

Revised 2016 Fund Estimate and State Transportation Improvement Program

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, amend and restate the Board action taken on October 7, 2015, to approve the following actions related to the Revised 2016 State Transportation Improvement Program Fund Estimate and as shown in Table 2:

A. Propose programming of \$1.119 million in Fiscal Year 2019/2020 for Planning, Programming, and Monitoring activities.

B. Propose the following amendments to remove projects from the State Transportation Improvement Program:

- i. I-215 Mount Vernon /Washington Street Interchange Improvement Project – Deprogram \$38.523 million of Regional Improvement Program construction funds in Fiscal Year 2018/2019 consistent with July 2014 Board action to discontinue work on the project.
- ii. State Route 210 Widening project – Deprogram \$25 million of Regional Improvement Program construction funds and replace with federal Surface Transportation Program and Measure I Valley Freeway Program funds.
- iii. I-215 Barton Road Interchange Project – Deprogram \$22.611 million of Regional Improvement Program construction funds and replace with federal Surface Transportation Program and Measure I Valley Freeway Program funds.
- iv. I-10 Express Lanes Phase I Project – Deprogram \$39.745 million of Regional Improvement design and right of way funds with the replacement funding to be determined through ongoing financial analyses for this project.

C. Nominate the following new projects for Regional Improvement Program funds to be submitted to the California Transportation Commission for inclusion in the 2016 State Transportation Improvement Program:

- i. Redlands Passenger Rail Project – Program \$25.248 million for construction in Fiscal Year 2017/2018.
- ii. I-15 Express Lane Project – Program \$64.95 million for a design-build contract in Fiscal Year 2019/2020.

Entity: CTC

Background:

The 2016 State Transportation Improvement Program (STIP) programming cycle began with the California Transportation Commission (CTC) adopting the Fund Estimate (FE) on August 27, 2015. The FE identified \$2.4 billion of programming capacity available statewide over the next five years with a new STIP capacity of \$223 million over the FE period. However, when coupled with the shortfall of allocation capacity prior to the STIP period, there was no new programming capacity for the 2016 STIP. The Board approved the 2016 STIP submittal for San Bernardino County at the October 7, 2015, Board meeting as shown in Table 1.

Table 1
Proposed 2016 STIP Programming for San Bernardino County (\$000s)
(Approved by SANBAG Board October 2015)

Fiscal Year	2016/17	2017/18	2018/19	2019/20	2020/21
Proposed Programming					
Planning Programming and Monitoring	\$1,270	\$1,270	\$1,270	\$1,119	
I-215 Mt Vernon/Washington Interchange Improvement*			\$38,523		
Rte 210 Widening, Highland Ave to San Bernardino Ave		\$25,000			
I-10 Express Lanes Phase I		\$39,745			
		\$30,588			
I-215 Barton Rd. Interchange Reconstruction	\$22,611	\$22,611			
Redlands Passenger Rail Project	\$22,611				
I-15 Express Lanes Phase I			\$20,603		\$28,347
<i>Total Programmed</i>	<i>\$23,881</i>	<i>\$54,469</i>	<i>\$21,873</i>	<i>\$1,119</i>	<i>\$28,347</i>
Total Estimated 2016 STIP Programming Capacity	\$129,689				
Total Proposed Programming	\$129,689				
Capacity Remaining /(Advanced)	\$0				

*Project proposed to be removed per Board Action 7/2/2014

Since adoption of the FE, the California Department of Finance has reduced their Fiscal Year 2016/2017 Price-Based Excise Tax projections in response to the recent decrease in gasoline prices. A revised FE was adopted by the CTC on January 20, 2016, with a decrease of \$800 million in total STIP capacity compared to the previously adopted FE in August 2015. This decrease results in negative programming capacity over the next five years, which requires deprogramming of projects from all regions statewide.

The suggested programming reduction for San Bernardino County is \$37.2 million, which reduces the total estimated 2016 STIP programming Capacity to \$92.5 million. Note that the CTC has indicated that the programming target share reduction is for reference only. The final reduction per county may change depending on the ability to deprogram from other counties statewide and the annual allocation capacity relative to proposed programming. The CTC has also indicated that the programming reduction must be from the first three years of the five-year STIP cycle.

Staff recommends a strategic approach to retain projects that demonstrate greenhouse gas reductions and sustainability to the extent alternative funding sources will allow according to Executive Order B-30-15 issued by the Governor and included in the proposed 2016 STIP Guidelines. The CTC will also consider the Executive Order when approving programming

recommendations for the 2016 STIP and when prioritizing allocations in cases of annual allocation capacity shortfalls. Table 2 details the revised proposed programming for the 2016 STIP relative to the Board action in October 2015.

Table 2
Revised Proposed 2016 STIP Programming for San Bernardino County (\$000s)
(Revisions to October 2015 Board approvals shown in bold)

Fiscal Year	Prior	2016/17	2017/18	2018/19	2019/20	2020/21
Proposed Programming						
Planning Programming and Monitoring		\$1,270	\$1,270	\$1,270	\$1,119	
I-10 Express Lanes Phase I			\$30,588			
I-215 Barton Rd. Interchange Reconstruction			\$22,611			
Redlands Passenger Rail Project		\$22,611	\$25,248			
I-15 Express Lanes Phase I				\$20,603	\$64,950	\$28,347
US-395 I-15 to Farmington Rd (PA&ED only)	\$2,637					
<i>Total Programmed</i>		\$1,270	\$26,518	\$1,270	\$66,069	\$0
Total Estimated 2016 STIP Programming Capacity			\$95,127			
Total Proposed Programming			\$95,127			
Capacity Remaining /(Advanced)			\$0			

Descriptions of the revised proposed programming and rationale are as follows:

- I-10 Express Lanes Phase I – Because this project is one of the more flexible projects in terms of funding eligibility, staff recommends deprogramming the current Board-approved \$30.588 million of STIP funds in Fiscal Year 2017/2018 for design-build delivery to comply with the programming capacity reduction. The project funding options will be analyzed in the ongoing financial analyses being performed for this project. Options that will be analyzed include federal funds, and bonding against future federal and toll revenue.
- I-215 Barton Road Interchange Reconstruction – Staff recommends deprogramming the current Board-approved \$22.61 million of STIP funds for construction in Fiscal Year 2017/2018. The project funding shortfall will be replaced by federal Surface Transportation Program (STP) funds and/or Measure I Valley Freeway Program funds without impacting the delivery schedule.
- Redlands Passenger Rail Project- Staff recommends moving the programming of \$22.61 million for construction from Fiscal Year 2016/2017 to 2017/2018. Because the project will be ready to advertise for construction in June 2017, this programming change will not impact the project delivery schedule while demonstrating an effort to comply with the need to reduce near-term programming capacity in Fiscal Year 2016/2017. This is the type of project that would receive priority for allocation in a situation of constrained allocation capacity; however, there is a risk that the CTC will not allow SANBAG to maintain the full programming amount in Fiscal Year 2017/2018 in which case other eligible state, federal, and Measure I funds can be used to replace the funding shortfall.

Update since 2/10/16 General Policy Committee: In the 2002 STIP cycle, Caltrans proposed to develop a comprehensive project alternative & environmental document

(PA&ED) on US 395 from I-15 to Farmington Road north of SR 58. Mono, Inyo and Kern Counties each agreed to contribute \$2 million of their STIP share towards this project, along with \$4 million of Interregional Transportation Improvement Program (ITIP) funds, which is the Caltrans' share of the STIP, from Caltrans and \$4 million of STIP share from SANBAG for a total of \$14 million for the PA&ED phase of the project. As part of this deprogramming exercise Caltrans is also required to reduce ITIP programming in the STIP, and because this project has no funding identified for phases after PA&ED approval, Caltrans is proposing to stop all work on the PA&ED effort and de-program all unused ITIP and regional STIP balance on the project. Caltrans has notified staff that the SANBAG share of the unused STIP balance is \$2.637 million. Staff recommends programming the remaining \$2.637 million to the Redlands Passenger Rail Project for a total of \$25.248 million in Fiscal Year 2017/2018.

- I-15 Express Lanes Project – The 2016 STIP proposal that was approved by the Board in October included total programming of \$48.95 million over several years for design, right-of-way, and construction phases. Since approval, staff has been considering a design-build delivery method for the I-15 Express Lanes Project, which will require the funding for all phases of the project to be programmed in the anticipated year of contract award. Staff recommends programming of the remaining \$16 million of STIP capacity in Fiscal Year 2019/2020 along with the combined \$48.95 million for a total of \$64.95 million. The amended STIP programming is consistent with the current project schedule for award of a design-build contract. Staff is unsure of how Express Lanes will fare in relation to Executive Order B-30-15, but because they encourage ridesharing and provide a means for maintenance of the improvements provided, staff is hopeful they will be looked on favorably for programming and allocation.

Staff will submit the revised proposed 2016 STIP programming to the CTC after SANBAG Board approval. It is typical in constrained programming situations for the programming proposal to be an iterative process with CTC staff as they try to balance the statewide programming to annual allocation capacity. Any changes to the proposed programming will be communicated to the Board. The CTC will hold a South STIP Hearing on March 17, 2016, and is scheduled to publish staff recommendations on April 22, 2016, and adopt the 2016 STIP at their meeting on May 18-19, 2016.

Financial Impact:

This item has no impact on the adopted Fiscal Year 2015/2016 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on February 10, 2016. Recommendation C.i. has been modified from the Committee recommendation to increase the proposed programming on the Redlands Passenger Rail Project by \$2.637 million to maximize programming capacity made available by Caltrans' deprogramming of the US 395 project from just north of Adelanto to just north of SR 58.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Board of Directors Agenda Item
March 2, 2016
Page 5

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 28

Date: *March 2, 2016*

Subject:

Strategy for using Transportation Development Act (TDA) Article 3 funds to increase competitiveness of Active Transportation Program (ATP) Cycle 3 Applications

Recommendation:

That the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission:

- A. Approve the release of a Phase 1 call-for-projects committing up to \$2.8 million in Transportation Development Act (TDA) Article 3 funds over the next four years as a match to prospective applications for the State Active Transportation Program Cycle 3, with funds to be budgeted in future years based on project awards.
- B. Direct staff to work with the Transportation Technical Advisory Committee (TTAC) to refine the criteria for future TDA Article 3 calls-for-projects so that smaller projects and project development activities will be able to compete more effectively for these funds.

Background:

On January 29, 2016, the California Transportation Commission (CTC) held an Active Transportation Program (ATP) Cycle 3 Guidelines Workshop. The draft ATP guidelines will be presented in the CTC agenda on March 16, 2016. It is the intention of the CTC to continue the policy of awarding higher scores for projects that can leverage local funds. (“Leveraging of non-ATP funds for ATP eligible expenses on the project or project segment proposed (0 to 5 points).”

The CTC has indicated that there will be both a statewide share and regional share of ATP funds, as in ATP Cycles 1 and 2. Competition for the ATP funds, particularly the statewide portion, is very stiff. Although San Bernardino County did well in Cycles 1 and 2, we expect Cycle 3 to be even more competitive, with projects qualifying or not qualifying based on fractions of points. Although there will again be a guaranteed regional share, with a formula distribution of funding to San Bernardino County, the statewide share is open competition. Applications that are successful at the statewide level pull net new funding into San Bernardino County.

To maximize San Bernardino County’s competitiveness for the statewide ATP Cycle 3 funding, staff is recommending the future TDA Article 3 call-for-projects be structured so that the scoring for Article 3 Bicycle and Pedestrian Facilities projects accommodate those jurisdictions that are looking to maximize their chances of an ATP award. Point scores could potentially be improved by using Article 3 funding to augment the local match on proposed ATP projects.

Entity: CTC

Overview of the Approach and Benefits:

Prior to covering the specifics, the following summarizes the approach and its benefits:

- Overall approach:
 - Use TDA Article 3 funds to augment the local match when competing for statewide ATP funding. A 20 percent match will obtain the full five matching points. Most jurisdictions could not provide a 20 percent match with their own funds.
 - Given that TDA Article 3 is already a competitive program (using funds already available to SANBAG from the State), allow local jurisdictions to compete for these funds, based on how well their projects will compete at the state level.
 - Commit half of the TDA Article 3 funds from Fiscal Years 2016/2017 to 2019/2020 to this initial (Phase 1) competitive process, and make allocation decisions in time for jurisdictions to propose their 20 percent match for state ATP Cycle 3 grants, due June 15.
 - Commit the other half of the TDA Article 3 funds to deliver bicycle/pedestrian projects that do not compete as well for state ATP funds. A competitive program for these funds would likely occur in Spring 2017.
 - In addition, TDA Article 3 matching funds that are not part of a successful ATP Cycle 3 grant, will be added to the pool of funds for the Spring 2017 TDA Article 3 call-for-projects. The criteria will be adjusted to make smaller projects more competitive, per discussion with the Transportation Technical Advisory Committee.
- Benefits of this approach:
 - Increases the chances of jurisdictions being successful in the statewide ATP Cycle 3 grant applications. Successful applications will bring new dollars to San Bernardino County that we would not otherwise have access to.
 - Successful ATP Cycle 3 applications will help San Bernardino County to deliver some of the larger bicycle/pedestrian projects. This will make more room for the funding of projects that are smaller or less competitive, resulting in an increase in overall project delivery potential.
 - A significant portion (at least 50 percent) of the TDA Article 3 funds available over the next four years will be dedicated to future TDA Article 3 calls-for-projects that are not tied to the matching funds for ATP Cycle 3. This will help address some of the backlog of smaller projects.
 - The approach is similar to the strategy used in the ATP Cycle 2 grants, which proved very successful in securing grant awards from the statewide ATP competition. To date, in ATP Cycles 1 and 2, jurisdictions and transportation agencies in San Bernardino County were able to secure almost \$50 million in grants, and an estimated \$9 million of that was due, in part, to the matching strategy for ATP Cycle 2.

Process Details:

The strategy is to maximize the amount of statewide ATP funding awarded to San Bernardino County by garnering as many leveraging points as possible. As we have seen in the Cycle 2 process, leverage in funds will lead to a higher success rate in the statewide competition, and it

will bring more funds to San Bernardino County in the long run, enabling SANBAG and the jurisdictions to stretch the available funding to construct more projects.

To accomplish this, staff is recommending that a portion of the future TDA Article 3 Bicycle and Pedestrian Facilities portion of the call-for-projects be used as the local match assistance for ATP Cycle 3 just as in Cycle 2. This would allow those projects that are successful in securing Article 3 funding to reflect the local match amount on their ATP Cycle 3 applications which are tentatively scheduled to be due to Caltrans on June 15, 2016.

In Cycle 2, if the project was not successful in obtaining the ATP funding, the awarded TDA Article 3 funding was reverted back to the larger Bicycle and Pedestrian Facilities portion of the TDA Article 3. A subsequent Phase 2 TDA Article 3 call-for-projects was issued based on the remaining and returned funds. The second TDA Article 3 phase included calls-for-projects for the Transit Stop Access Improvement Program as well as for Bicycle and Pedestrian Facilities applications that did not seek ATP funding or were unsuccessful in ATP. This two-phase approach allowed jurisdictions to take advantage of the ATP leveraging criteria and be more competitive in the statewide portion of the ATP program. Staff is proposing a similar approach for the ATP Cycle 3 process.

For ATP Cycle 3, SANBAG staff is suggesting the following:

1. A Phase 1 Article 3 call-for-projects would be issued in early March, 2016. If a project was awarded Article 3 funds in Phase 1 and was unsuccessful in ATP Cycle 3, the Article 3 funds would revert to SANBAG to be included as part of the funds available for the Article 3 Phase 2 Bicycle and Pedestrian call-for-projects. This call-for-projects would occur in Spring 2017.
2. The maximum Phase 1 Article 3 award will be based on the leveraging criteria thresholds identified in the ATP Cycle 2 Guidelines. Currently, matching 20 percent of the total project funding would give the applicant the maximum 5 points for this criterion.
3. The Article 3 funds for matching ATP would be available only for project development, right-of-way, and construction, and not planning.
4. A local jurisdiction match of 20 percent would be required to receive the Phase 1 TDA Article 3 funds. No additional points would be awarded for higher matches. The 20 percent match would need to come from a non-ATP source.
5. The 20 percent of the TDA Article 3 funds allocated for Transit Stop Access Improvement Program will remain in place and will not be included in the local match program.
6. The TDA Article 3 funds allocated for Bicycle and Pedestrian Facilities Maintenance Program will remain in place and will not be included in the local match program.

SANBAG would provide a simplified application process for TDA Article 3 Phase 1. Basic information will be requested describing the proposed project, estimated cost, project delivery schedule, and current status. A description would also be requested of the general relationship to the ATP evaluation criteria. The application would also identify the specific amount requested for TDA Article 3 funds, source of the 20 percent local match, and how those funds would be used in the agency's ATP application to Caltrans.

The evaluation of applications would be conducted by SANBAG staff and potentially one outside evaluator. An approximate schedule for the evaluation and awards would be as follows:

- March 2 – Release of Phase 1 call-for-projects
- March 23 – Applications due to SANBAG
- April 13 – Listing of funding recommendations in General Policy Committee agenda
- May 4 – Board consideration to approve recommendations
- May 4 – SANBAG notification to recipients
- Recipients proceed with ATP applications, anticipated to be due June 15

Criteria to be employed in the evaluation of TDA Article 3 Phase 1 applications would include:

- Compatibility of the project with ATP evaluation criteria. An ATP project needs to be at least \$250,000 in size.
- Feasibility of proposed project schedule
- Estimated project cost and amount of award requested
- Commitment to funding of the 20 percent local match to the TDA Article 3 award. Given the tight timeline, the written commitment to the match could be delivered to SANBAG after the application is submitted but prior to the General Policy Committee meeting at which the funding recommendations will be discussed.

The table at the end of this agenda item estimates the amount of TDA Article 3 funding that could be available (Bicycle/Pedestrian portion only) for Fiscal Year 2016/2017 through 2019/2020, or roughly \$1.4 million per year. This estimate deducts 20 percent for the Transit Stop Access Improvement Program and 10 percent for a set-aside for facility maintenance.

Initial Discussion with TTAC

On February 1, the Transportation Technical Advisory Committee (TTAC) discussed the agenda item included here. The group was presented with four options:

1. Use all four years (FY 2017-2020) worth of TDA Article 3 funds as ATP local match funds totaling \$5,611,990,
2. Use first two years of TDA Article 3 funds totaling \$2,804,655,
3. Use any one year worth of funds of approximately \$1,400,000,
4. Use latter two years of funds totaling \$2,807,335.

At the meeting, input was received from the cities of Highland, Rancho Cucamonga and Ontario. The City of Highland indicated support for the Article 3 matching strategy given that in Cycle 2, the TDA Article 3 funds played a key role in leveraging more funds to San Bernardino County as a whole. The cities of Rancho Cucamonga and Ontario opposed the use of TDA Article 3 funds as local match assistance as it may not be available for one or more projects for which they were not intending to compete for ATP funding. They also raised a concern that only the larger projects that are intending to compete in ATP would benefit from the program and could prevent smaller projects from taking advantage of the primary local source of active transportation funding.

Based on comments heard at TTAC, staff is proposing that approximately half the four-year funding estimate be available for matching funds for ATP Cycle 3, or \$2.8 million. The fiscal years from which these funds are drawn would be flexible depending on the outcome of the 2016 ATP Cycle 3 call-for-projects. Article 3 funds matching ATP Cycle 3 applications that are not awarded by the State would be returned for a future Article 3 call-for-projects that could be combined with other funds not used for the match. The SANBAG Board would reserve the right not to award all of the TDA Article 3 funds anticipated to be available for the Phase 1 call-for-projects or request adjustments to project delivery schedules to balance Article 3 cash flows over the four fiscal years from which the funds would be drawn. The goal is to maximize the potential for ATP project awards while also managing cash flows to deliver other bicycle/ pedestrian projects not seeking ATP funding.

February 10 General Policy Committee Meeting and Subsequent Discussion with TTAC

This agenda item was presented to the General Policy Committee on February 10. Concerns were expressed about the item by several Board members, resulting in direction to staff to take the unresolved issues back to TTAC for further discussion. A conference call was held with TTAC members on February 17, with 7 jurisdictions represented (Colton, County of San Bernardino, Highland, Needles, Ontario, Rancho Cucamonga, and Rialto). The principal remaining concern by several jurisdictions was that smaller projects have difficulty competing not only for ATP funding but for TDA Article 3 funding as well. Although the benefit of capturing the maximum amount of ATP funds for San Bernardino County was recognized, there are substantial needs for funding local connector bicycle/pedestrian projects, as well as larger projects, so that an effective network can be built over time.

It was believed that the smaller projects are often at a disadvantage. It was generally agreed that using half the bicycle/pedestrian portion of the TDA Article 3 funds was in the right range (with one member suggesting that 25 percent of the funds would be better). It was further agreed that SANBAG staff should come back to TTAC in the future with options for TDA Article 3 criteria that could make smaller projects more likely to be funded. One option could include putting a cap on awards that was more tailored to smaller projects. Therefore, in addition to recommending the \$2.8 million in TDA Article 3 funds being provided as matching funds for ATP Cycle 3, direction is requested for SANBAG staff to develop the criteria for allowing smaller projects to be more competitive and to discuss these options at a subsequent TTAC meeting.

ATP Cycle 2 Results

It should be noted that, out of the 8 projects receiving the matching funds from the TDA Article 3 program, five projects received high enough scores to receive the ATP Cycle 2 funding. Hypothetically, for the five selected projects, if TDA Article 3 was not used as leverage funding, three projects would have dropped the project down to the MPO portion of the ATP funding and one project would have not been awarded any funding. It is also important to note that the three projects would have pushed the other four projects that were originally listed in the MPO portion out of the ATP. Instead of having 11 total infrastructure projects being funded, San Bernardino County as a whole would have funded only six projects. In terms of total dollar amount, this would have been a loss of about \$9 million. It is safe to assume that about \$1.2 million of TDA Article 3 funds helped to leverage about \$9 million more for our County.

TDA Article 3 Fund Estimate (4 Years)				
Estimates	FY 2017	FY 2018	FY 2019	FY 2020
LTF Revenue	95,196,699	98,338,190	101,583,350	104,935,601
Art 3 Amount	2,038,729	1,856,625	1,917,894	1,981,184
Art 3 Bike/Ped Program	1,467,885	1,336,770	1,380,883	1,426,452
Notes: 1. ATP Cycle 3 Funding year starts FY19/20 2. Only Bike/Ped Funding was used for calculation (20% set-aside for Transit Stops and 10% set-aside for maintenance remain) 3. Just as in Cycle 2, if the jurisdiction fails to obtain ATP funding, money returns to the larger TDA Article 3 pot 4. Funds identified in the table are an estimate based on trends				

Financial Impact:

This item has no financial impact on the Fiscal Year 2015/2016 SANBAG budget, but funding for TDA Article 3 will be included in the Fiscal Year 2019/2020 budget.

Reviewed By:

No action was taken by the General Policy Committee on February 10, 2016. Staff was directed to further discuss unresolved issues with TTAC members and to bring the recommendation directly back to the March Board meeting.

Responsible Staff:

Steve Smith, Director of Planning

Approved
 Board of Directors
 Date: March 2, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 29

Date: *March 2, 2016*

Subject:

Grant Writing Services

Recommendation:

Approve Contract 16-1001379 with Blais & Associates, Inc., for grant writing services for a term concluding June 30, 2018, and for an amount not to exceed \$260,500.

Background:

This matter and the original recommendation by staff to award this contract to Blais & Associates was discussed by the Board of Directors at the February 3, 2016 Board Meeting. At the time, questions were raised about the firm being selected and the Board of Directors recommended that the Executive Committee of the Board review the proposals and the evaluation performed on those proposals and report back to the full Board of Directors.

The Executive Committee met and reviewed the procurement processes that were followed as well as the proposals of the firms that were interviewed by the staff evaluators. After conducting their review, the Executive Committee is recommending that the original staff recommendation be approved by the Board of Directors. In addition, it is directed that staff bring back an analysis of the performance of the grant writing consultant after one year. This will allow the Board of Directors an opportunity to review the effectiveness of the consultant and provide direction on the matter. It is further recommended that the original term of the proposed contract remain in place with the knowledge that SANBAG has the right to terminate the contract without cause with a 30 day notice. The term of the contract as written is until June 30, 2018.

Below is a summary of the procurement process that was followed before making this recommendation.

The Board of Directors authorized the release of Request for Proposal (RFP) 16-1001379 for Grant Writing Services on October 7, 2015. The purpose of the RFP was to seek proposals from qualified firms to assist SANBAG in identifying and applying for grants from state, federal, and private foundation sources. Additionally, SANBAG was seeking assistance to hold workshops for our member agencies on new grant opportunities. The goal is to assist SANBAG and our region in being more competitive in receiving grants and to identify and receive new sources of grant funding.

A total of six proposals were received in response to this RFP. The proposals were from:

- Avant Garde
- Blais & Associates
- California Consulting
- Dudek
- IDC Consulting Engineers, Inc.
- Judith Norman – Transportation Consultant

Entity: COG

An evaluation committee consisting of SANBAG's Deputy Executive Director, Director of Fund Administration and Programming, and Director of Legislative and Public Affairs reviewed all of the proposals and selected two firms to interview based on the following criteria:

- Qualifications of the Firm – experience in performing grant writing services, the types of grants the firm has experience in writing, the success of the firm in writing successful grants, and knowledge of various sources of grant funds.
- Staffing and Project Organization – The experience of staff assigned, depth and availability of staff sufficient to perform the work, processes for controlling work and for insuring quality control.
- Work Plan – depth of firm's understanding of SANBAG's needs and demonstration of ability to respond to each part of the Scope of Work.
- Price Proposal – reasonableness of the total price and competitiveness in the marketplace for similar services.

The two firms selected for an interview were Blais & Associates and California Consulting. The same evaluation committee interviewed these firms to determine their qualifications for performing the scope of work. After the interviews and deliberation by the evaluation committee, Blais & Associates was selected for negotiation of a contract. The decision was based on their experience with transportation agencies and local governments, their assignment of experienced grant writers and project managers to oversee all work and their internal processes for quality control.

Attached is the Scope of Work as well as the Price Form. The price proposal for the contract is based on an assumed number of grant applications each year. We anticipate the amount budgeted to be sufficient but if more grants are considered in a particular year beyond the amount provided for in this contract, staff may request additional authorizations from the Board of Directors on a grant by grant basis.

Should the Board of Directors decide not to award this contract, staff will need to begin a new procurement process for these services. This will cause several months of delay before we would be able to have a consultant on board to assist us with grant writing.

Financial Impact:

The funds for the first year of this contract is included in the approved Fiscal Year 2015/2016 Budget. Funding for future years of the contract will be included in those respective budgets.

Reviewed By:

This item was reviewed and recommended for approval 6-3-0 (Opposed: McCallon, Rigsby, Wapner) with a quorum of the General Policy Committee present on January 13, 2016. This item was heard by the Board of Directors on February 3, 2016 and referred to the Executive Committee of the Board for more detailed review. This item and a draft agreement have been reviewed by SANBAG's General Counsel.

Responsible Staff:

Duane Baker, Deputy Executive Director

Board of Directors Agenda Item
March 2, 2016
Page 3

Approved
Board of Directors
Date: March 2, 2016
Witnessed By:

Council of Government - COG

Contract Summary Sheet

General Contract Information

Contract No: 16-1001379 Amendment No.: _____ Vendor No.: _____
 Vendor/Customer Name: Blais & Associates, Inc. Sole Source? Yes No
 Description: Grant Writing Services
 Start Date: 3/2/2016 Expiration Date: 6/30/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 260,500.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 260,500.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 260,500.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 3/2/2016
 Board of Directors Action: _____

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Duane Baker

Attachment: Contract Summary Sheet (2636 : Grant Writing Services)

EXHIBIT A “SCOPE OF WORK”

Consultant’s services include:

- Conduct a needs assessment of SANBAG to gain an understanding of the program and funding needs of SANBAG;
- Identify grant opportunities available through state, federal and private sources;
- Screen grant opportunities and communicate the most appropriate for SANBAG's needs to SANBAG;
- Develop timelines and checklists for identified grants to ensure timely grant completion and submission;
- In coordination with SANBAG staff, compose grant proposals, including budget, concept plans and other necessary items for grant submittals;
- Monitor implementation of successful grant proposals;
- Assist SANBAG staff with ensuring compliance with all applicable grant rules and regulations;
- Assist SANBAG staff in establishing billing procedures to include processing invoices and reconciling funds for specific grants;
- Assist SANBAG staff in fulfilling grant reporting requirements;
- Conduct workshops for SANBAG and its member agencies on topics related to grant funding opportunities and successful grant writing.

EXHIBIT B – “PRICE FORM”

Attachment: Contract 16-1001379 - Exhibit B - Price Form (2636 : Grant Writing Services)

Price Form – Exhibit B for:

Contract 16-1001379

Activity	Annual Budget
Fiscal Year 2015-2016 (Notice to Proceed - June 30, 2016)	
Needs Assessment	\$8,500 (one time)
Grant Monitoring	\$10,000
Grant Writing	\$30,000
Grant Administration	\$6,000
Grant Workshops	\$9,000
Total (Contract Year 2015-2016)	\$63,500
Fiscal Year 2016-2017 (July 1, 2016 – June 30, 2017)	
Grant Monitoring	\$24,000
Grant Writing	\$55,000
Grant Administration	\$6,000
Grant Workshops	\$13,500
Total (Contract Year 2016-2017)	\$98,500
Fiscal Year 2017-2018 (July 1, 2017 – June 30, 2018)	
Grant Monitoring	\$24,000
Grant Writing	\$55,000
Grant Administration	\$6,000
Grant Workshops	\$13,500
Total (Contract Year 2017-2018)	\$98,500

*Additional grant services that exceed the designated amount within scope of work and price form may be included throughout term of contract on a case-by-case basis with authorization by SANBAG.

Attachment: Contract 16-1001379 - Exhibit B - Price Form (2636 : Grant Writing Services)

Minute Action

AGENDA ITEM: 30

Date: *March 2, 2016*

Subject:

State and Federal Legislative Update

Recommendation:

That the Board of Directors:

- A) Receive and file the State and Federal Legislative Update.
- B) Support Representative Paul Cook's amendment to the Federal Aviation Administration Reauthorization bill to add civil and criminal penalties when drone use interferes with federal firefighting efforts.

Background:

State Legislative Update

Legislative Calendar

Below is a quick overview of the major legislative deadlines for the second half of the 2015/2016 legislative session.

January 31 – Two-year bills must pass out of their house of origin
 February 19 – Bill Introduction Deadline for new bills
 April 22 – Committee deadline for new non-fiscal bills
 May 6 – Policy Committee deadline for new fiscal bills
 May 27 – Fiscal Committee deadline for new bills
 June 3 – House of Origin deadline for new bills
 June 15 – State Budget deadline
 June 30 – Last day for a measure to qualify for the November 8th General Election ballot
 July 1 – Policy Committee deadline for second house
 August 12 – Fiscal Committee deadline for second house
 August 31 – Last day to pass bills
 September 30 – Last day for the Governor to sign or veto bills

Attachment A reflects bills of interest for SANBAG.

State Budget Update

The Governor released his Fiscal Year (FY) 2016/2017 January Budget Proposal on January 7th, which outlines the Administration's spending priorities for the coming year. The \$122.6 billion General Fund proposal is up from \$116.1 billion in FY 2015/2016.

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Agenda Item

March 2, 2016

Page 2

Despite the increase in revenues available to the General Fund over the past year, the Governor urges restraint in spending as the majority of the projected increase for the coming year comes from capital gains taxes, which reached an all-time high in 2015. Due to the volatility of this funding source, the Administration warns that these funds should be treated as one-time revenues and directs additional funds to the Rainy Day Fund to prepare for future recessions. The Rainy Day Fund is currently at 37% (\$4.5 billion) of the constitutional target and the Governor's FY 2016/2017 budget proposes to raise this to 65% (\$8 billion).

As part of the proposal, the Governor asked the Department of Finance to model an "average" recession for FY 2017/2018. This data projected a \$29 billion shortfall for FY 2019/2020. If the state spends the "one-time" revenue increase on ongoing programs, the Governor cautions that the projected deficit could grow to \$43 billion in FY 2019/2020.

Transportation Budget

The Governor's Budget Proposal outlines \$77 billion in deferred maintenance on infrastructure, with the largest of that amount coming from transportation. The annual \$6 billion gap is proposed to be addressed by his funding plan, largely continued from the plan proposed in 2015, that will focus on the following priorities: "Fix it First"; goods movement; match locally generated funds for high priority projects; continuing to improve the performance, accountability and efficiency of Caltrans; investing in rail and transit; and avoiding impacts to the General Fund.

For FY 2016/2017, the January Budget proposes to spend \$1.7 billion on the following:

- An increase of \$348 million in formula funds and \$148 million in early loan repayments to fund local roads.
- \$100 million increase for a Low Carbon Road Program to fund active transportation projects, with 50% directed to disadvantaged communities.
- A \$409 million increase in Cap and Trade funds for Transit Capital, with 50% directed to disadvantaged communities.
- An increase of \$515 million for repairing and maintaining the state highway system.
- \$211 million in additional funds for the Trade Corridor Improvement Program created through Proposition 1B (2006).

The State Transportation Agency budget proposal includes \$16.2 billion for the programs under that agency.

Reforms and Efficiencies

The January Budget Proposal included a number of initiatives to create efficiencies in existing programs. The Administration also proposes a constitutional amendment to protect the new transportation funding sources from diversions. These initiatives are as follows:

- Performance targets for state highway investments.
- Streamlined Project Delivery:

Board of Directors Agenda Item

March 2, 2016

Page 3

- Limited California Environmental Quality Act exemption for "Fix it First" projects within existing right of way - this proposal is unchanged from last summer.
- Eliminate the sunset date for National Environmental Policy Act delegation authority.
- Provide a process for advance project mitigation.
- Expand Construction Manager/General Contractor authority.
- Extend Public-Private Partnership authority through 2027.
- Double the contracting out authority for the California Department of Transportation.

Revenue Forecasts

Due to lower gas prices and reduced growth in consumption, the excise tax on gasoline is projected to be reduced from 30 cents/gallon to 27.5 cents/gallon in July when the Board of Equalization performs their annual reconciliation resulting from the gas tax swap. This is a second year of reductions which will further reduce available revenues flowing to the State Transportation Improvement Program, potentially impacting the delivery of future capital projects.

Cap and Trade

The Governor proposes to allocate \$3.1 billion in Cap and Trade funds through FY 2016/2017, consistent with the Second Triennial Investment Plan. This plan includes a directive to send 10% of funds directly in to disadvantaged communities and 25% of funds on projects that benefit disadvantaged communities.

Federal Legislative Update

Fixing America's Surface Transportation (FAST) Act

The President signed H.R. 22, the Fixing America's Surface Transportation (FAST) Act on December 8, 2015. The FAST Act is a \$281 billion, 5-year bill, with \$225.2 billion for highways, \$48.7 billion for mass transit, and \$7 billion for highway and motor carrier safety. The FAST Act provides a 5.1% increase above Federal Fiscal Year (FFY) 2015 levels in FFY 2016 for highways and an 8.8% increase for mass transit. After that, programs are anticipated to grow just above 2% annually.

The bill calls for approximately \$52 billion in general fund transfers to the highway account and \$18 billion to the mass transit account to fully fund the programs.

Most notably, they have included a new formula freight program as well as a discretionary grant program for nationally significant freight and highway projects. The new formula program would grow from \$1 billion to \$1.5 billion annually over the life of the bill. Large states, like ours, will be required to spend their annual freight apportionment on projects on the primary highway freight system, critical rural freight corridors, or critical urban freight corridors, as defined. They can also spend up to 10% on intermodal or freight rail projects.

The discretionary program would be directed towards highway freight projects on the national freight network, highway or bridge projects on the national highway system, intermodal facilities, or grade crossings. Projects must have a minimal total cost of \$100 million, with a minimum grant size of \$25 million. Ten percent of the funds are set aside for smaller projects, with a minimum grant size of \$5 million.

2016 Appropriations

On December 18th, the House and Senate passed the FFY 2016 omnibus appropriations/tax extenders bill which will fund all federal agencies programs through September 30, 2016 and provide \$680 billion in permanent and short-term extensions of tax breaks for businesses and individuals.

Additionally, the legislation includes a number of policy riders such as: lifting the 40-year ban on crude oil exports, postponing a number of taxes associated with the Affordable Care Act, encouraging greater information sharing for cyber security, toughening visa requirements in an effort to prevent terrorism, reauthorizing the Land and Water Conservation Fund through September 2018, and creating a grant program managed by the National Fish and Wildlife Foundation and the National Oceanic and Atmospheric Administration for the purpose of better understanding and utilizing the oceans.

Tax Extenders

The tax extenders provisions include several tax credits for transportation agencies:

- Permanent extension for the transit commuter benefit and increases the amount an employer can offer to their employees either as a tax-free fringe benefit or as a pre-tax option to pay for their mass transit commute to and from work. The provision increases the transit commuter tax benefits from the current \$130 to \$250 in FFY 2015, rising to \$255 in FFY 2016.
- Extends for two years through FFY 2016 (retroactive to 2015) the Alternative Fuels Tax Credit and the alternative fuels property (infrastructure) credit. These credits can be used by transportation agencies to fuel their vehicles with compressed or liquefied natural gas.

Overview of the Department of Transportation Funding and Policy

Total U.S. Department of Transportation Funding: \$76.1 billion – over 5% increase over FY 2015 enacted funding:

- Transportation Investment Generating Economic Recovery (TIGER) grant program: \$500 million – equal to FFY 2015 enacted funding, lowers minimum award threshold from \$10 million to \$5 million.
- Federal-aid highways: \$42.361 billion – same funding level as authorized in the FAST Act.
 - Allow states to reprogram any old Federal Highway Administration administered earmark money that have at least 90% of its original earmark amount unspent for more than ten years after Congress provided it. The money can be transferred to the Surface Transportation Block Grant program and must be “applied to projects

within the same general geographic area within 50 miles for which the funding was designated.”

- Capital Investment Grants (New Starts): \$2.177 billion - \$57 million more than FFY 2015 enacted levels. Maximum share for New Starts full funding grant agreements (FFGAs) is capped at 60 percent, consistent with the FAST Act.
 - \$1.25 billion for projects with signed FFGA.
 - \$353 million for Small Starts projects.
 - \$5 million for the new expedited project delivery pilot authorized in the FAST Act.
 - \$497 million for projects anticipated to enter into a signed FFGA in 2016.
- Mass transit formula and bus grants: \$9.348 billion – same funding level as authorized in the FAST Act.
- State of Good Repair: \$2.5 billion.
- Railroad Safety Grants: \$50 million, including \$25 million for Positive Train Control (PTC) implementation.
- \$350 million for Section 130 Railway-Highways Crossing program.
- Federal Aviation Administration (FAA): \$16.3 billion, \$303 million more than FFY 2015 funding.
 - FAA Operations: \$9.910 billion, \$169 million more than FFY 2015.
 - Facilities and Equipment: \$2.855 billion, \$255 million increase over FFY 2015.
 - Airport Improvement Program: \$3.350 billion, same as FFY 2015.
 - The House provision prohibiting the FAA from scheduling air travel to Cuba was dropped.

President’s Budget Release

The President released his FFY 2016-2017 budget on February 9, 2016 for consideration. The proposed budget increases transportation spending by \$17.9 billion over the FAST Act. Total US DOT funding would be \$98.076 billion under this proposal, a 29% increase of FFY 2016 funding levels.

Programs that would benefit from the increased spending levels proposed by the Administration include:

- TIGER grant program: \$1.25 billion – \$750 million increase over FFY 2016 levels.
- Federal-aid highways obligation limit: \$43,266,100,000 – same funding level as authorized in the FAST Act and a 2.1% increase over FFY 2016 levels.
 - Includes additional \$7.5 billion for 21st Century Clean Transportation Plan Investments.
- \$19.883 billion for Federal Transit Administration formula grants, 69% increase over FFY 2016 levels.
 - \$9.733 billion for transit formula grants, a 4% increase over FFY 2016 levels.
 - Includes additional \$6.385 billion for 21st Century Clean Transportation Plan Investments.
 - \$525 million for a new Bus Rapid Transit discretionary grant program to help communities with fast-growing populations.
 - Capital Investment Grants (New Starts): \$3.5 billion supporting 31 projects, a 60% increase over FFY 2016 levels.

- \$1.383 for existing New Starts FFGAs.
- \$950 million for New Starts Not Yet Under Construction Grants.
- \$458 million for Core Capacity Not Yet Under Construction Grants.
- \$599 million for Small Starts Not Yet Under Construction Grants.
- \$76 million for the Expedited Delivery Pilot Program, new program authorized in the FAST Act--\$5 million in FFY 2016 levels.
- \$6.267 billion for Federal Railroad Administration, a 273% increase over FFY 2016 levels.
 - \$1.9 billion for Amtrak, a 36.7% increase over FFY 2016 levels.
 - \$1.3 billion for PTC, a significant increase over the \$199 million authorized in FAST Act.
 - \$3.7 billion for Consolidated Rail Infrastructure and Safety Improvements for rail safety/infrastructure grants including PTC and rail relocation.

These higher spending levels are proposed to be paid for by a \$10 per barrel fee on crude oil phased in over five years plus corporate tax reform.

FAA Reauthorization

The current authorization for FAA expires on March 30th and there are a number of issues being debated as Congress considers a new bill with potential major new provisions. The House Transportation & Infrastructure Committee approved H.R. 4441, the Aviation Innovation, Reform, and Reauthorization (AIRR) Act, on February 11th. A floor vote has not yet been scheduled. The Senate Commerce Committee expects to release their proposal in early March and will then schedule hearings and mark-up before the bills would meet in conference. It is becoming increasingly unlikely this will all happen before March 30th.

There are three issues of greatest interest to SANBAG as part of the reauthorization effort. The first issue is one that has arisen out of an FAA regulation finalized in December 2014, with little notification to the affected parties. For the last 29 years, local and state sales taxes have been treated differently than aviation fuel excise taxes, which are required to be spent on airport uses. The new regulation was expanded to include these sales taxes which happen to also be assessed on aviation fuel, in addition to other items. This is particularly difficult in California where sales taxes are not segregated from other taxable sources, so even determining what the amounts would be is quite difficult. Absent action by Congress, the impacts to Measure I are a significant concern as the voters approved an expenditure plan for specific projects and this rulemaking could run contrary to those approved expenditures.

SANBAG is currently working with statewide partners through the Self Help Counties Coalition on an amendment being put forth by Congresswoman Napolitano, a member of the House Transportation & Infrastructure Committee, which would clarify the issue. This advocacy is consistent with SANBAG's 2015-2016 Federal Legislative Platform under Section I (i), "Advocate for the protection of current transportation revenues, additional flexibility for existing revenues, and an accelerated national investment in infrastructure. "

The second issue is regarding Passenger Facility Charges (PFCs) and the return of Ontario International Airport (ONT) to local control. Currently, federal law allows for PFCs collected at one airport to be used only at that airport or an airport controlled by the same agency. H.R.

Board of Directors Agenda Item

March 2, 2016

Page 7

4369/S. 2442 would provide a narrow exception to that law, applicable only at ONT and LAX. These bills would allow for the use of PFCs collected at ONT to be used at LAX in recognition of the \$120 million in LAX PFCs that Los Angeles World Airports used to construct the new passenger terminals at ONT. This use of ONT PFCs is one of the key elements of the transfer agreement.

This change was included in H.R. 4441 as well and will continue to be a key advocacy point for the City of Ontario. SANBAG's Legislative Platform allows for support for this initiative under Section II (b), "SANBAG will work with the Congressional delegation and local stakeholders to aggressively advocate for legislation, budget actions or proposals that transfer Ontario International Airport to local control in recognition of the benefits of its goods movement and passenger travel to San Bernardino County and the State of California."

Lastly, Representative Paul Cook (CA-8) has proposed an amendment to the AIRR Act to impose civil and criminal penalties for any person who knowingly launches a drone near a wildfire that threatens federal property and subsequently interferes with firefighting efforts for that incident. The penalties can come in the form of a fine or up to five years in prison. Representative Cook has asked for SANBAG support on this amendment. Representative Julia Brownley (CA-26) also introduced an amendment allowing for civil penalties up to \$25,000 for operating a drone that interferes with wildfire suppression efforts. Representative Brownley's amendment was included in H.R. 4441. Representative Cook plans to continue to raise the issue when the bill is considered on the floor in order to ensure criminal penalties are also considered.

Staff recommends support for the Cook amendment under the Council of Governments function, as the fire in the Cajon Pass in July 2015 threatened lives, property, and the Devore Interchange Project. In that case, aerial firefighting was hampered by drones in the area.

Financial Impact:

This item has no impact on the FY 2015/2016 SANBAG Budget.

Reviewed By:

This item was received by the General Policy Committee on February 10, 2016.

Responsible Staff:

Wendy Strack, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: March 2, 2016

Witnessed By:

Bill Matrix

CA AB 12	AUTHOR:	Cooley [D]
	TITLE:	State Government: Administrative Regulations: Review
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	12/01/2014
	LAST AMEND:	08/19/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires each state agency after a noticed public hearing, to review the agency's regulations, identify any regulations that are duplicative, overlapping, inconsistent, or out of date, to revise those identified regulations, and report to the Legislature and Governor.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
CA AB 156	AUTHOR:	Perea [D]
	TITLE:	Global Warming Solutions Act: Disadvantaged Communities
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/20/2015
	LAST AMEND:	08/18/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires the State Air Resources Board, pursuant to the Global Warming Solutions Act of 2006, to post on its Internet Web site a specified report on the projects funded to benefit disadvantaged communities. Requires the Board to establish and accomplish a comprehensive technical assistance program, upon appropriation from the Greenhouse Gas Reduction Fund, for eligible applicants assisting defined eligible communities. Requires an allocation to the Board for the program.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
CA AB 278	AUTHOR:	Hernandez R [D]
	TITLE:	District-Based Municipal Elections
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/11/2015
	LAST AMEND:	06/01/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Elections and Constitutional Amendments Committee
	SUMMARY:	Requires the legislative body of a city with a specified minimum population to adopt an ordinance, without submitting the ordinance to the voters of the city, for the election of members of the legislative body by district. Requires the boundary lines of each district be adjusted in accordance with specified provisions of law. Requires the proposed boundaries satisfy specified criteria.

STATUS:
07/07/2015 In SENATE Committee on ELECTIONS AND CONSTITUTIONAL AMENDMENTS: Failed passage.
07/07/2015 In SENATE Committee on ELECTIONS AND CONSTITUTIONAL AMENDMENTS: Reconsideration granted.

CA AB 326 **AUTHOR:** Frazier [D]
TITLE: Public Works: Prevailing Wage Rates
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/13/2015
LAST AMEND: 01/04/2016
DISPOSITION: Pending
LOCATION: SENATE
SUMMARY:
Relates to civil wage and penalty assessments for contractors in violation of public works contract laws, including prevailing wage laws. Relates to an exception from liability for liquidated damages if a contractor, subcontractor, or surety deposits an amount of an assessment or notice, including penalties, to be held in escrow pending review. Requires the release of such funds plus interest within a certain number of days following the conclusion of administrative and judicial review.
STATUS:
01/15/2016 In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE. (70-0)

CA AB 450 **AUTHOR:** McCarty [D]
TITLE: Greenhouse Gas: Energy Efficiency: Financing.
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/23/2015
DISPOSITION: Pending - Carryover
LOCATION: Senate Environmental Quality Committee
SUMMARY:
Amends an existing law which authorizes a public agency to issue revenue bonds that are secured by a voluntary contractual assessment agreed to between the public agency and a property owner to finance the installation of distributed generation renewable energy sources or energy or water efficiency improvements that are permanently affixed on the owner's real property. Authorizes the use of the moneys in the Greenhouse Gas Reduction Fund to provide funding for the implementation of the PACE Reserve Program.
STATUS:
05/14/2015 To SENATE Committees on ENVIRONMENTAL QUALITY and APPROPRIATIONS.

CA AB 516 **AUTHOR:** Mullin [D]
TITLE: Vehicles: Temporary License Plates
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/23/2015
LAST AMEND: 07/16/2015
DISPOSITION: Pending - Carryover

FILE: A-47
LOCATION: Senate Inactive File

SUMMARY:

Requires the Department of Motor Vehicles to develop an operational system that allows a dealer or lessor-retailer to electronically report the sale of a vehicle and provide a temporary license plate. Authorizes related fees and document fees. Prohibits a person from displaying or presenting to a peace officer, a temporary plate that was not issued for that vehicle. Relates to counterfeiting temporary plates. Requires the replacement or destruction of temporary plates upon receipt of permanent plates.

STATUS:

09/10/2015 In SENATE. From third reading. To Inactive File.

CA AB 620

AUTHOR: Hernandez R [D]**TITLE:** High-Occupancy Toll Lanes: Exemptions from Tolls**FISCAL:** yes**COMMITTEE:****URGENCY:** no**CLAUSE:****INTRODUCED:** 02/24/2015**LAST AMEND:** 01/27/2016**DISPOSITION:** Pending**LOCATION:** SENATE**SUMMARY:**

Relates to high-occupancy toll lanes. Requires the Los Angeles county Metropolitan Transportation Authority to take steps to increase enrollment and participation in the low-income assistance program, through advertising and work with community organizations and social service agencies. Requires the Authority and the Department of Transportation to report to the Legislature on efforts to improve the HOT land program, including efforts to increase participation in that assistance program.

STATUS:

01/28/2016 In ASSEMBLY. Assembly Rule 69 suspended.

01/28/2016 In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE. (51-26)

CA AB 645

AUTHOR: Williams [D]**TITLE:** California Renewables Portfolio Standard**FISCAL:** yes**COMMITTEE:****URGENCY:** no**CLAUSE:****INTRODUCED:** 02/24/2015**DISPOSITION:** Pending - Carryover**LOCATION:** Senate Appropriations Committee**SUMMARY:**

Expresses the intent of the Legislature for the purposes of the Renewables Portfolio Standard program that the amount of electricity generated per year from eligible renewable energy resources be increased to an amount equal to at least 50% by a specified date. Requires the Public Utilities Commission to establish the quantity of electricity products from eligible renewable energy resources to be procured by each retail seller for specified periods.

STATUS:

08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.

CA AB 678	AUTHOR:	O'Donnell [D]
	TITLE:	Energy Efficiency and Greenhouse Gas Reductions
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/25/2015
	LAST AMEND:	08/18/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires the State Air Resources Board to develop and implement the Energy Efficiency and Greenhouse Gas Reductions Ports Program to fund energy efficiency upgrades and investments at public ports. Requires a port to develop and adopt an energy plan for the port to receive funding for energy-related projects. Authorizes the State Board to expend moneys it receives from an appropriation from the fund for the purposes of these provisions.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
CA AB 779	AUTHOR:	Garcia [D]
	TITLE:	Transportation: Congestion Management Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	yes
	CLAUSE:	
	INTRODUCED:	02/25/2015
	LAST AMEND:	08/19/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	Revises the definition of infill opportunity zone. Revises the requirements for a congestion management program by removing traffic level of service standards for a system of highways and roadways. Requires measures of effectiveness for such system. Requires the plan to analyze the relationship between local land use decisions and regional transportation systems. Requires a deficiency plan to be prepared if it is determined a county or its cities are not conforming with the management plan.
	STATUS:	
	08/25/2015	In SENATE Committee on TRANSPORTATION AND HOUSING: Not heard.
CA AB 857	AUTHOR:	Perea [D]
	TITLE:	Clean Truck: Bus and Off-Road Vehicle Technology
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/26/2015
	LAST AMEND:	08/18/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires no less a percentage or a specified amount of money, under the Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program that is appropriated for technology development, demonstration, precommercial pilots, and early commercial deployments of zero- and near zero-emission, medium- and heavy-duty truck technology be

allocated and spent to support commercial development existing zero- and near-zero-emission heavy-duty truck technology meeting or exceeding a specified emission standard.

STATUS:

08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.

CA AB 869	AUTHOR:	Cooper [D]
	TITLE:	Public Transportation Agencies: Fare Evasion
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/26/2015
	LAST AMEND:	06/18/2015
	DISPOSITION:	Pending - Carryover
	FILE:	A-18
	LOCATION:	Senate Inactive File
	SUMMARY:	
		Relates to prohibited conduct on public transit. Provides a person who fails to pay the administrative penalty when due or successfully complete the administrative process to dismiss the notice of fare evasion or passenger conduct violation may be subject to criminal penalties. Requires the notice of fare contain a printed statement that the person may be charged with an infraction or misdemeanor if the penalty is not paid or dismissed. Requires dismissal of collection if the person is criminally charged.
	STATUS:	
	07/02/2015	In SENATE. From third reading. To Inactive File.

CA AB 904	AUTHOR:	Perea [D]
	TITLE:	Air Quality Improvement: Vehicle Rebate Project
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/26/2015
	LAST AMEND:	07/13/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	
		Relates to the Clean Vehicle Rebate Project. Requires the state board to establish the Clean Reused Vehicle Rebate Project, as a part of the Air Quality Improvement Program, to provide rebates or other incentives for the acquisition of an eligible used vehicle, the replacement or refurbishment of a battery and related components for an eligible used vehicle, or an extended warranty for the battery or related components, or an extended service warranty to cover unexpected vehicles repairs.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.

CA AB 1030	AUTHOR:	Ridley-Thomas S [D]
	TITLE:	Global Warming Solutions Act of 2006: Greenhouse Gas
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/26/2015

LAST AMEND: 07/07/2015
DISPOSITION: Pending - Carryover
LOCATION: Senate Appropriations Committee
SUMMARY:

Amends existing law that relates to the Greenhouse Gas Reduction Fund. Requires priority be given to projects involving hiring that support the targeted training and hiring of workers from disadvantaged communities for career-track jobs.

STATUS:
08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.

CA AB 1033	AUTHOR: Garcia E [D]
	TITLE: Economic Impact Analysis: Small Business Definition
	FISCAL yes
	COMMITTEE:
	URGENCY no
	CLAUSE:
	INTRODUCED: 02/26/2015
	LAST AMEND: 01/04/2016
	DISPOSITION: Pending
	LOCATION: Senate Governmental Organization Committee
	SUMMARY:
	Authorizes a State agency when preparing the economic impact analysis, to use a consolidated definition of small business to determine the number of small businesses within the economy, a specific industry sector, or geographic region. Defines small business.
	STATUS:
	01/28/2016 To SENATE Committee on GOVERNMENTAL ORGANIZATION.

CA AB 1176	AUTHOR: Perea [D]
	TITLE: Vehicular Air Pollution
	FISCAL yes
	COMMITTEE:
	URGENCY yes
	CLAUSE:
	INTRODUCED: 02/27/2015
	LAST AMEND: 08/18/2015
	DISPOSITION: Pending - Carryover
	LOCATION: Senate Appropriations Committee
	SUMMARY:
	Establishes the Advanced Low-Carbon Diesel Fuels Access program administered by the State Energy Resources Conservation and Development Commission, for reducing greenhouse gas emissions of diesel motor vehicles by providing capital assistance for projects that expand advanced low-carbon diesel fueling infrastructure in communities that are disproportionately impacted by environmental hazards and where the greatest air quality impacts can be identified. Relates to contract, grant, or loan extension.
	STATUS:
	08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.

CA AB 1218	AUTHOR: Weber [D]
	TITLE: Public Contracts: Disabled Veteran Business Enterprise
	FISCAL yes
	COMMITTEE:
	URGENCY no
	CLAUSE:

INTRODUCED: 02/27/2015
LAST AMEND: 07/07/2015
DISPOSITION: Pending - Carryover
LOCATION: Senate Appropriations Committee
SUMMARY:

Requires a greater participation incentive by a public agency be provided a prime contractor who owns a certain disabled veteran business enterprise, and has not entered into contracts as a prime contractor. Requires the Department of Veterans Affairs to maintain additional information relating to its promotion efforts. Provides the records maintenance period for information provided by contractors of veteran business subcontractors used. Relates to certification of payments by contractors.

STATUS:
08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.

CA AB 1242	<p>AUTHOR: Gray [D] TITLE: Water Quality and Storage FISCAL: yes COMMITTEE: URGENCY: no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 09/01/2015 DISPOSITION: Pending - Carryover LOCATION: Senate Rules Committee SUMMARY: Provides provisions of law requiring a specified increase in statewide water storage capacity, and updating water strategies and implementation plans. Requires the Water Resources Control Board, in formulating policy for water quality control and adopting or approving a water quality control plan for the Sacramento-San Joaquin Delta, to take into consideration any applicable groundwater sustainability plan or alternative and available information on impacts of groundwater use and beneficial uses of water. STATUS: 09/02/2015 In SENATE. Read second time. To third reading. 09/02/2015 Re-referred to SENATE Committee on RULES.</p>
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CA AB 1455	<p>AUTHOR: Rodriguez [D] TITLE: Ontario International Airport FISCAL: no COMMITTEE: URGENCY: no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 06/30/2015 DISPOSITION: Pending - Carryover LOCATION: Senate Governance and Finance Committee SUMMARY: Authorizes the City of Ontario to issue revenue bonds, for the purpose of financing the acquisition of the Ontario International Airport from the City of Los Angeles, that are secured solely by the revenues and charges at the Ontario International Airport. Requires a public agency that acquires the airport to comply with specified conditions relating to incumbent workers. Provides exceptions. STATUS: 07/08/2015 In SENATE Committee on GOVERNANCE AND FINANCE: Not heard.</p>
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CA AB 1550	AUTHOR: Gomez [D] TITLE: Greenhouse Gases: Investment Plan: Communities FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/04/2016 DISPOSITION: Pending LOCATION: ASSEMBLY SUMMARY: Requires the investment plan to allocate a minimum of 25% of the available moneys in the Greenhouse Gas Reduction Fund to projects located within disadvantaged communities and a separate and additional 25% to projects that benefit low-income households. STATUS: 01/04/2016 INTRODUCED.
CA AB 1555	AUTHOR: Gomez [D] TITLE: Greenhouse Gas Reduction Fund FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/04/2016 DISPOSITION: Pending LOCATION: ASSEMBLY SUMMARY: States the intent of the Legislature to enact future legislation that would appropriate from the Greenhouse Gas Reduction Fund for the 2015-16 fiscal year that would be allocated to different entities in amounts to be determined in the future legislation for purposes including low carbon transportation and infrastructure, clean energy communities, and community climate improvements, wetland and watershed restoration, and carbon sequestration. STATUS: 01/04/2016 INTRODUCED.
CA AB 1569	AUTHOR: Steinorth [R] TITLE: Environmental Quality Act: Exemption: Infrastructure FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/04/2016 DISPOSITION: Pending LOCATION: ASSEMBLY SUMMARY: Exempts from the provisions of the Environmental Quality Act a project, or the issuance of a permit for a project, that consists of the inspection, maintenance, repair, rehabilitation, or removal of, or the addition of an auxiliary lane or bikeway to, existing transportation infrastructure and that meets certain requirements. STATUS: 01/04/2016 INTRODUCED.

CA AB 1589	AUTHOR:	Mathis [R]
	TITLE:	Environmental Quality Act: Exemption
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/06/2016
	DISPOSITION:	Pending
	LOCATION:	ASSEMBLY
	SUMMARY:	Exempts from the requirements of the California Environmental Quality Act, for the duration of a state of emergency proclaimed by the Governor due to drought, flood, or fire, projects that are undertaken, carried out, or approved by a public agency to mitigate the effects or, or conditions caused by, drought, flood, or fire.
	STATUS:	
	01/06/2016	INTRODUCED.
CA AB 1591	AUTHOR:	Frazier [D]
	TITLE:	Transportation Funding
	FISCAL	yes
	COMMITTEE:	
	URGENCY	yes
	CLAUSE:	
	INTRODUCED:	01/06/2016
	DISPOSITION:	Pending
	LOCATION:	ASSEMBLY
	SUMMARY:	Relates to transportation funding to include the Road Maintenance and Rehabilitation Program and its related fund which would include revenues from a motor vehicle fuel tax increase and a new vehicle registration fee for zero-emission vehicles, related county use of revenues from an approved transactions and use tax, revenue from a diesel fuel tax increase to the Trade Corridors Improvement Fund, truck parking improvements, greenhouse gas reduction, highway operation and improvements funding.
	STATUS:	
	01/06/2016	INTRODUCED.
CA AB 1595	AUTHOR:	Campos [D]
	TITLE:	Employment: Mass Transportation Employers
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/06/2016
	DISPOSITION:	Pending
	LOCATION:	ASSEMBLY
	SUMMARY:	Relates to employment. Requires a private or public employer that provides mass transportation services to train its employees who are likely to interact or come into contact with victims of human trafficking, in recognizing the signs of human trafficking and how to report those signs to the appropriate law enforcement agency.
	STATUS:	
	01/06/2016	INTRODUCED.
CA AB 1640	AUTHOR:	Stone [D]
	TITLE:	Retirement: Public Employees
	FISCAL	yes

COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/07/2016
DISPOSITION: Pending
LOCATION: ASSEMBLY
SUMMARY:

Extends indefinitely a specified exemption under the Public Employees' Pension Reform Act of 2013 for those public employees, whose collective bargaining rights are subject to specified provisions of federal law and who became a member of a state or local public retirement system prior to December 30, 2014.

STATUS:
01/07/2016 INTRODUCED.

CA AB 1642	<p>AUTHOR: Obernolte [R] TITLE: State Responsibility Areas: Fire Prevention Fees FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/11/2016 DISPOSITION: Pending LOCATION: ASSEMBLY SUMMARY: Extends the time when the fire prevention fee is due and payable from the date of assessment by the State Board of Equalization, and authorizes the petition for redetermination to be filed within a specified number of days after service of the notice of determination. STATUS: 01/11/2016 INTRODUCED.</p>
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CA AB 1657	<p>AUTHOR: O'Donnell [D] TITLE: Air Pollution: Public Ports and Intermodal Terminals FISCAL yes COMMITTEE: URGENCY yes CLAUSE: INTRODUCED: 01/13/2016 DISPOSITION: Pending LOCATION: ASSEMBLY SUMMARY: Establishes the Zero- and Near-Zero-Emission Intermodal Terminals Program to be administered by the State Air Resources Board to fund equipment upgrades and investments at intermodal terminals, to help transition the state's freight system to be zero-emission and near-zero-emission operations. Authorizes the program to be implemented with moneys from the Greenhouse Gas Reduction Fund. Relates to port building energy efficiency. STATUS: 01/13/2016 INTRODUCED.</p>
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CA AB 1665	<p>AUTHOR: Bonilla [D] TITLE: Transactions and Use taxes: County of Alameda FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/14/2016</p>
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DISPOSITION: Pending
LOCATION: ASSEMBLY
SUMMARY:

Extends the authority of the County of Alameda to impose a transactions and use tax for the support of countywide transportation programs, and shifts this same taxing authority, or so extended, from the County of Contra Costa to the Contra Costa Transportation Authority.

STATUS:
01/14/2016 INTRODUCED.

CA AB 1666 **AUTHOR:** Brough [R]
TITLE: Community Facilities Districts: Reports
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/14/2016
DISPOSITION: Pending
LOCATION: ASSEMBLY
SUMMARY:
Requires the legislative body to post, on its Internet Web site, information relating to bonded indebtedness incurred by a community facilities district, projects funded by, or that may be funded by, the district, expenses and costs of the district, and special taxes imposed by the district.
STATUS:
01/14/2016 INTRODUCED.

CA AB 1691 **AUTHOR:** Gipson [D]
TITLE: Vehicular Air Pollution: Vehicle Retirement
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/21/2016
DISPOSITION: Pending
LOCATION: ASSEMBLY
SUMMARY:
Requires the State Air Resources Board to adopt, as part of the enhanced fleet modernization program, an element of the program subject to appropriation by the Legislature, with a goal of annually replacing a specified number of vehicles from disadvantaged communities over a specified time period.
STATUS:
01/21/2016 INTRODUCED.

CA SB 32 **AUTHOR:** Pavley [D]
TITLE: Global Warning Solutions Act of 2006
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 12/01/2014
LAST AMEND: 09/10/2015
DISPOSITION: Pending - Carryover
LOCATION: Assembly Natural Resources Committee
SUMMARY:
Requires the State Air Resources Board to approve a specified statewide greenhouse gas emission limits that are the equivalent to a specified percentage below the 1990 level to be

achieved by 2030. Revises current provisions of existing law regarding the implementation of the next update of a greenhouse gas scoping plan under existing law. Requires reports regarding reaching these limits.

STATUS:

09/10/2015 Re-referred to ASSEMBLY Committee on NATURAL RESOURCES.
 09/10/2015 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
 09/10/2015 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

CA SB 39	AUTHOR:	Pavley [D]
	TITLE:	Vehicles: High-Occupancy Vehicle Lanes
	FISCAL	yes
	COMMITTEE:	
	URGENCY	yes
	CLAUSE:	
	INTRODUCED:	12/01/2014
	LAST AMEND:	04/08/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	
		Increases the number of vehicle identifiers that the Department of Motor Vehicle is authorized to issue for HOV lane usage.
	STATUS:	
	05/22/2015	To ASSEMBLY Committee on TRANSPORTATION.

CA SB 66	AUTHOR:	Leyva [D]
	TITLE:	Career Technical Education
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/07/2015
	LAST AMEND:	01/14/2016
	DISPOSITION:	Pending
	LOCATION:	ASSEMBLY
	SUMMARY:	
		Requires the Department of Community Affairs to make available to the Office of the Chancellor of the California Community Colleges any licensure information the Department has in electronic format for its boards, bureaus, commissions, or programs for the sole purpose of enabling the Office to measure employment outcomes of students who participate in career technical education programs offered by the California Community Colleges and recommend how these program may be improved.
	STATUS:	
	01/25/2016	In SENATE. Read third time. Passed SENATE. *****To ASSEMBLY. (38-0)

CA SB 122	AUTHOR:	Jackson [D]
	TITLE:	Environmental Quality Act: Record of Proceedings
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/15/2015
	LAST AMEND:	06/01/2015

DISPOSITION: Pending - Carryover
LOCATION: Assembly Appropriations Committee
SUMMARY:

Amends the Environmental Quality Act. Relates to a database for the collection, storage, retrieval, and dissemination of environmental documents, notices of exemption, notices of preparation, notices of determination, and notices of completion provided to the office that shall be available online to the public through the internet. Provides for the phase-in of electronic documents. Requires the lead agency to submit to the State Clearinghouse a sufficient number of environmental documents for review.

STATUS:
08/27/2015 In ASSEMBLY Committee on APPROPRIATIONS: Not heard.

CA SB 207	<p>AUTHOR: Wieckowski [D] TITLE: Greenhouse Gas Reduction Fund FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/11/2015 LAST AMEND: 03/24/2015 DISPOSITION: Pending - Carryover LOCATION: Assembly Natural Resources Committee SUMMARY: Amends existing law that requires a State agency expending moneys from the Greenhouse Gas Reduction Fund to create a records that includes a description of the expenditure and how it will contribute to achieving and maintaining greenhouse gas emissions reductions. Requires that record to be posted on the Internet Web sites of the related State agency and the State Air Resources Board prior to the expending of those moneys. STATUS: 05/14/2015 To ASSEMBLY Committee on NATURAL RESOURCES.</p>
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CA SB 254	<p>AUTHOR: Allen [D] TITLE: State Highways: Relinquishment FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/18/2015 LAST AMEND: 06/02/2015 DISPOSITION: Pending - Carryover LOCATION: Assembly Transportation Committee SUMMARY: Requires the State Department of Transportation to make a specified report to the State Transportation Commission on which State highway routes or segments primarily serve regional travel and do not primarily facilitate interregional movement of goods and people, and to identify which routes are best for relinquishment. Provides the procedures for the Commission to relinquish a portion of a State highway to a county or city. Requires the relinquishment is subject to certain conditions. STATUS: 06/15/2015 To ASSEMBLY Committee on TRANSPORTATION.</p>
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CA SB 321	<p>AUTHOR: Beall [D] TITLE: Motor Vehicle Fuel Taxes: Rates: Adjustments FISCAL yes COMMITTEE: URGENCY no</p>
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CLAUSE:
INTRODUCED: 02/23/2015
LAST AMEND: 08/18/2015
DISPOSITION: Pending - Carryover
FILE: A-11
LOCATION: Senate Inactive File
SUMMARY:

Relates to motor fuel tax rates. Requires the State Board of Equalization to adjust the rate in a manner as to generate an amount of revenue equal to the amount of revenue loss attributable to an exception that reflects the combined average of the actual fuel price over previous fiscal years and the estimated fuel price for the current fiscal year. Relates to revenue neutrality for each year.

STATUS:
09/11/2015 In SENATE. From Unfinished Business. To Inactive File.

CA SB 398	<p>AUTHOR: Leyva [D] TITLE: Green Assistance Program FISCAL: yes COMMITTEE: URGENCY: no CLAUSE: INTRODUCED: 02/25/2015 LAST AMEND: 06/02/2015 DISPOSITION: Pending - Carryover LOCATION: Assembly Appropriations Committee SUMMARY: Establishes the Green Assistance Program, to be administered by the Secretary for Environmental Protection that provides technical assistance to small businesses, small nonprofits, and disadvantaged communities in applying for an allocation of moneys from the Greenhouse Gas Reduction Fund. STATUS: 08/27/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.</p>
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CA SB 471	<p>AUTHOR: Pavley [D] TITLE: Water, Energy, Reduction of Greenhouse Gas Emissions FISCAL: yes COMMITTEE: URGENCY: no CLAUSE: INTRODUCED: 02/26/2015 LAST AMEND: 08/17/2015 DISPOSITION: Pending - Carryover LOCATION: Assembly Appropriations Committee SUMMARY: Includes reduction of greenhouse emissions associated with water treatment among the investments that are eligible for funding from the Greenhouse Gas Reduction Fund. Requires the State Water Resources Control Board to establish a grant and loan program for water projects that result in the net reduction of water-related greenhouse gas emissions. STATUS: 08/27/2015 In ASSEMBLY. Joint Rule 62(a) suspended. 08/27/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.</p>
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CA SB 551 **AUTHOR:** Wolk [D]
TITLE: State Water Policy: Water and Energy Efficiency
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 07/06/2015
DISPOSITION: Pending - Carryover
LOCATION: Assembly Appropriations Committee
SUMMARY:
Declares the policy of the state that water use and water treatment shall operate in a manner that is as energy efficient as is feasible and energy use and generation shall operate in a manner that is as water efficient as is feasible. Requires all relevant state agencies to consider this state policy when revising, or establishing policies, regulations, and grant criteria when pertinent to these uses of water and energy.
STATUS:
08/27/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

CA SB 552 **AUTHOR:** Wolk [D]
TITLE: Public Water Systems: Disadvantaged Communities
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 07/07/2015
DISPOSITION: Pending - Carryover
LOCATION: Assembly Rules Committee
SUMMARY:
Requires the State Water Resources Control Board to hold at least one initial public meeting prior to ordering the consolidate or extension of public water system service and to obtain the consent of any domestic well owner. Provides any affected resident and domestic well owner within the service area who does not consent is ineligible for any future water-related grant funding. Requires the Board to compensate certain water systems. Prohibits a charge increase for certain customers.
STATUS:
07/09/2015 Re-referred to ASSEMBLY Committee on RULES.

CA SB 580 **AUTHOR:** Liu [D]
TITLE: Surplus Residential Property: Affordable Housing
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 09/04/2015
DISPOSITION: Pending
LOCATION: ASSEMBLY
SUMMARY:
Authorizes a local housing authority to purchase and rehabilitate surplus residential property within specified cities and a certain ZIP code. Requires the local housing authority to dedicate any profits realized from a subsequent sale to the construction of affordable housing. Authorizes purchase and rehabilitation of properties in specified cities. Provides for an account to deposit proceeds from the sale of surplus residential property.

STATUS:

01/28/2016 In SENATE. From Inactive File. To third reading.
 01/28/2016 In SENATE. Ordered returned to ASSEMBLY. *****To
 ASSEMBLY.

CA SB 824	AUTHOR:	Beall [D]
	TITLE:	Low Carbon Transit Operations Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/07/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	Authorizes a recipient transit agency that does not submit a project for funding under the Low Carbon Transit Operations Program in a particular fiscal year to retain its funding share for expenditure in a subsequent fiscal year. Requires the Department of Transportation to annually calculate a funding share for each eligible recipient transit agency. Allows a recipient transit agency to loan or transfer its funding share to another transit agency. Relates to reporting requirements for for project funding.
	STATUS:	
	01/28/2016	To SENATE Committee on TRANSPORTATION AND HOUSING.
CA SB 876	AUTHOR:	Liu [D]
	TITLE:	Homelessness
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/14/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	Prohibits cities, counties, cities and counties, and municipal agencies that receive state funds from enacting or enforcing a law banning resting in a public space. Affords persons experiencing homelessness the right to use public spaces without discrimination based on their housing status and describes basic human and civil rights free from criminal or civil sanctions. Provides civil remedies for aggrieved persons. Requires notification of how such entities are reducing the criminalization of homelessness.
	STATUS:	
	01/28/2016	To SENATE Committees on TRANSPORTATION AND HOUSING and JUDICIARY.
CA SB 885	AUTHOR:	Wolk [D]
	TITLE:	Construction Contracts: Indemnity
	FISCAL	no
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/19/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Judiciary Committee
	SUMMARY:	Specifies, for construction contracts, that a design professional only the has the duty to defend claims that arise out of, or pertain or relate to, negligence, recklessness, or willful

misconduct of the design professional. Provides that a design professional would not have a duty to defend claims against any other person or entity arising from a construction project, except that person or entity's reasonable defense costs arising out of the design professional's degree of fault.

STATUS:

01/28/2016 To SENATE Committee on JUDICIARY.

CA SB 892 **AUTHOR:** Leyva [D] **SANBAG Sponsor**

TITLE: San Bernardino County Transportation Authority

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 01/20/2016

DISPOSITION: Pending

LOCATION: Senate Transportation and Housing Committee

SUMMARY:

Creates the San Bernardino County Transportation Authority as the successor agency to the powers, duties, revenues, debts, obligations, liabilities, immunities, and exemptions of the San Bernardino County Transportation Commission and San Bernardino County local transportation authority, service authority for freeway emergencies, and local congestion management agency.

STATUS:

01/28/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 901 **AUTHOR:** Bates [R]

TITLE: Transportation Projects: Advanced Mitigation Program

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 01/21/2016

DISPOSITION: Pending

LOCATION: SENATE

SUMMARY:

Creates the Advanced Mitigation Program in the Department of Transportation to implement environmental mitigation measures in advance of future transportation projects. Requires the department to set aside certain amounts of future appropriations for this purpose.

STATUS:

01/21/2016 INTRODUCED.

CA SB 902 **AUTHOR:** Cannella [R]

TITLE: Department of Transportation: Environmental Review

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 01/21/2016

DISPOSITION: Pending

LOCATION: SENATE

SUMMARY:

Relates to existing federal law that requires the U.S. Secretary of Transportation to carry out a surface transportation delivery program, under which the participating states assume certain responsibilities for environmental review and clearance of transportation projects

that would otherwise be the responsibility of the federal government, and that the State consents to such jurisdiction with regard to the State Department of Transportation assumed as a program participant. Requires a related report.

STATUS:

01/21/2016 INTRODUCED.

CA SB 903

AUTHOR: Nguyen [R]**TITLE:** Transportation Funds: Loan Repayment**FISCAL** yes**COMMITTEE:****URGENCY** yes**CLAUSE:****INTRODUCED:** 01/21/2016**DISPOSITION:** Pending**LOCATION:** SENATE**SUMMARY:**

Relates to existing law that provides for loans of revenues from various transportation funds and accounts to the General Fund, including loans from the Traffic Congestion Fund, with various repayment dates. Acknowledges that there a specified amount of moneys in outstanding loans of certain transportation revenues, and would require that amount to be repaid from the General Fund by a specified date to the Traffic Congestion Fund, the Public Transportation Account and the State Highway Account.

STATUS:

01/21/2016 INTRODUCED.

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Robert A. Lovingood Board of Supervisors	X	X										
Janice Rutherford Board of Supervisors	X	X										
James Ramos Board of Supervisors		X										
Curt Hagman Board of Supervisors	X	X										
Josie Gonzales Board of Supervisors		X										
Rich Kerr City of Adelanto	X											
Curt Emick Town of Apple Valley	X	X										
Julie McIntyre City of Barstow	X	X										
Bill Jahn City of Big Bear Lake	X	X										
Dennis Yates City of Chino	X	X										
Ed Graham City of Chino Hills	X											
Frank Navarro City of Colton	X	X										
Michael Tahan City of Fontana	X	X										
Darcy McNaboe City of Grand Terrace	X	X										
Eric Schmidt City of Hesperia	X	X										
Larry McCallon City of Highland	X	X										

Communication: Attendance (Additional Information)

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X										
Paul Eaton City of Montclair	X	X										
Edward Paget City of Needles	X	X										
Alan Wapner City of Ontario	X	X										
L. Dennis Michael City of Rancho Cucamonga	X	X										
Jon Harrison City of Redlands	X	X										
Deborah Robertson City of Rialto	X	X										
R. Carey Davis City of San Bernardino		X										
Joel Klink City of Twentynine Palms	X	*										
Ray Musser City of Upland	*	X										
Ryan McEachron City of Victorville	X	X										
Dick Riddell City of Yucaipa	X	X										
George Huntington Town of Yucca Valley	X	X										
John Bulinski Ex-Official Member	X	X										

Communication: Attendance (Additional Information)

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 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.

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
IEEP	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

COMMITTEE MEMBERSHIP

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro L. McCallon D. Robertson P. Eaton R. Marquez B. Jahn R. McEachron C. Hagman	L. McCallon B. Jahn	D, Robertson	F. Navarro P. Eaton R. Marquez R. McEachron C. Hagman
†SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Ray Musser Ed Paget	Diane Williams Eric Schmidt Ed Graham	B. Stanton

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SANBAG's Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committees (Committee Membership)

SANBAG Appointments to External Agencies

SANBAG works closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SANBAG Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SANBAG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
Alameda Corridor-East Construction Authority	Paul Eaton, Montclair, Primary Ex-Officio Julie McIntyre, Barstow, Alternate Ex-Officio	SANBAG President	SANBAG representative serves as ex-officio member of the Authority that addresses issues related to the transportation corridor running from Los Angeles to San Bernardino County. This Authority meets on the fourth Monday of each month at Irwindale City Hall. Members receive a \$100 stipend from the Authority.	12/31/16 12/31/17
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	SANBAG President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	SANBAG Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. SANBAG has not authorized payment of stipend for participation.	12/31/17
Metro Gold Line Phase II Joint Powers Authority	Paul Eaton, Montclair, Primary Curt Hagman, Supervisor, Alternate	SANBAG Board of Directors	The Gold Line Phase II Construction Authority is a joint powers agency formed by thirteen cities along the corridor, LACMTA and SANBAG. THE JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/17 12/31/16
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary Deborah Robertson, Alternate	SANBAG President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/16 12/31/16
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary Ed Graham, Alternate	SANBAG Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SANBAG authorized a stipend of \$100 per day. The MSRC meets once a month on Thursdays at 1:30 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/16 12/31/16

Communication: Appointments to External Agencies (Committee Membership)

SANBAG Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Jon Harrison, City of Redlands	SANBAG Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River. The term of the appointment is for four years for a city representative from San Bernardino County. Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4 th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA)	12/31/2019
SCAG Policy Committees	See associated table.	The SANBAG Board has authorized the SANBAG President to make appoints to SCAG Policy Committees.	SANBAG, as the CTC, appoints one elected official to serve on SCAG’s Transportation and Communications Committee. SANBAG, when acting as a subregional agency, also has authority to make six appointments to the three SCAG Policy Committees; i.e., Community Economic and Human Development, Energy and Environment, and Transportation and Communications. (The mayors of the six SCAG districts in SBCO elect members to the SCAG Regional Council. See attachment.) SCAG pays a fee for service to members for attendance at SCAG Policy Committee meetings.	See associated table – SANBAG Representatives on SCAG Committees
Southern California Regional Rail Authority	Paul Eaton, Montclair, Primary Larry McCallon, Highland, Primary Alan Wapner, Ontario, Alternate James Ramos, Supervisor, Alternate	SANBAG Board of Directors (Commuter Rail & Transit Committee makes a recommendation.)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. Members receive payment of \$100 per day from SCRRA for participation.	Indefinite
SR 91 Advisory Committee	Vacant, Ex-Officio Member	SANBAG Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SANBAG has not authorized payment of stipend for participation.	12/31/16
Valley Transportation Services (VTrans)	Ed Graham, Chino Hills Alan Wapner, Ontario John Roberts, Fontana	SANBAG Board of Directors	VTrans is a non-profit organization created and designated by SANBAG as the Consolidated Transportation Service Agency (CTSA) eligible to receive 2% of Measure I Senior/Disabled transportation funds collected in the Valley. SANBAG has three appointments to the VTrans Board. VTrans Board members must be from the Valley region.	09/30/16 09/30/16 09/30/17

Communication: Appointments to External Agencies (Committee Membership)

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)</p>	<p>Robert Lovingood, Supervisor, Vice President (Chair) Ryan McEachron, Victorville, President (Vice Chair) L. Dennis Michael, Rancho Cucamonga, Past President</p> <p><u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Alan Wapner, Ontario (Chair – MVSS) Dennis Yates, Chino Janice Rutherford, Supervisor</p> <p><u>East Valley</u> James Ramos, Supervisor (Chair – CRTC) Larry McCallon, Highland Rhodes “Dusty” Rigsby, Loma Linda Dick Riddell, Yucaipa</p> <p><u>Mountain/Desert</u> Robert Lovingood, Supervisor, Vice President (Chair – MDC) Ryan McEachron, Victorville, President Joel Klink, Twentynine Palms Bill Jahn, Big Bear Lake</p>	<p>6/30/2016 6/30/2016 6/30/2016</p>
<p>Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)</p>	<p>James Ramos, Supervisor** (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Paul Eaton, Montclair* Jon Harrison, Redlands Larry McCallon, Highland* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto Ray Musser, Upland Dick Riddell, Yucaipa Alan Wapner, Ontario** Vacant</p>	<p>Indeterminate (6/30/2016 Indeterminate (6/30/2016 Indeterminate 12/31/2016 Indeterminate 12/31/2017 12/31/2016 12/31/2017 12/31/2016 12/31/2016 Indeterminate</p>

Communication: SANBAG Committee Membership (Committee Membership)

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 12 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)</p>	<p>Robert Lovingood, Supervisor (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Curt Emick, Apple Valley George Huntington, Yucca Valley Rich Kerr, Adelanto Joel Klink, Twentynine Palms Ryan McEachron, Victorville Julie McIntyre, Barstow Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor Eric Schmidt Hesperia</p>	<p>Indeterminate (6/30/2016) Indeterminate (6/30/2016) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

Policy Committee Meeting Times

General Policy Committee Second Wednesday, 9:00 a.m., SANBAG Office
 Commuter Rail & Transit Committee Second Thursday, 9:00 a.m., SANBAG Office
 Mountain/Desert Committee Third Friday, 9:30 a.m., Apple Valley
 NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)</p>	<p>Board of Directors Alan Wapner, Ontario (Chair) Janice Rutherford, Supervisor (Vice Chair)</p>	<p>6/30/2016 6/30/2016</p>

Meeting Time: Second Thursday, 10:00 a.m., SANBAG Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP
<p>I-10 and I-15 Corridor Joint Sub-Committee In January 2015, the Board approved the change status of Express Lanes Ad Hoc Committee to the creation of the I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee (I-10 and I-15 Joint Sub-Committee). Members of the committee will be members of the SANBAG Board of Directors and will be appointed by the SANBAG Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SANBAG Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.</p>	<p>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)</p>	<p>Alan Wapner, Ontario – Chair Ryan McEachron, Victorville – Vice Chair Josie Gonzales, Supervisor Mike Leonard, Hesperia Robert Lovingood, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Michael Tahan, Fontana</p>

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications (3) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan (4) Review call for projects for Federal Transit Administration Section 5316, and 5317 grant applications (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit (7) Receive annual reports on funded specialized programs funded through FTA Section 5316, 5317 and Measure I (8) Identify regional or county level areas of unmet needs (9) Address special grant or funding opportunities (10) Address any special issues of PASTACC voting and non-voting members (Brown Act)</p>	<p>Standing Membership – Barstow Area Transit, Manager * Morongo Basin Transit Authority, Manager * Mountain Area Regional Transit Authority, Manager * Needles Area Transit, Manager * Omnitrans, Manager * Victor Valley Transit Authority, Manager * County of San Bernardino Dept. of Public Work, Manager * Valley Transportation Services (VTS), Manager *</p> <p>At Large Membership – San Bernardino Dept. of Aging and Adult Services, Director * Inland Regional Center, Director * Rolling Start, Director * Inland Empire Health Plan, Director * Community Action Partnership, Director *</p>	<p>On-going On-going On-going On-going On-going On-going On-going On-going</p> <p>2/2/13 2/2/12 2/2/13 2/2/13 2/2/12</p>

Meeting Dates and Time: Bi monthly, beginning in February, 2nd Tuesday of the month, 10:00 a.m., SANBAG Office

* Manager or Director may designate alternate/s

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits. (Brown Act)</p>	<p>Richard Haller Rod Johnson Norman Orfall Craig Scott Vacant Ray Wolfe, Ex-Officio</p> <p>In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.</p>	<p>12/31/16 12/31/16 12/31/18 12/31/18 12/31/18</p>

Communication: SANBAG Committee Membership (Committee Membership)

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG’s budget to elected officials and the general public.</p>	<p>Review SANBAG’s budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Ray Musser, Upland – Chair Mike Podegracz, P.E. – City Manager, City of Hesperia Sam Racadio – Council Member, City of Highland Kevin Ryan - Principal Transportation Planner, City of Fontana</p>
<p>Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – L. Dennis Michael, Rancho Cucamonga Vice President – Ryan McEachron, Victorville Immediate Past President – Bill Jahn, City of Big Bear Lake</p>
<p>Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario</p>
<p>Statutory Entity Ad Hoc Committee In June 2015, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Study and make recommendations to full Board regarding sponsoring legislation to consolidate certain SANBAG entities and functions into a new statutory entity.</p>	<p>Bill Jahn, Big Bear Lake - Chair Jon Harrison, Redlands George Huntington, Yucca Valley Robert Lovingood, Supervisor Ryan McEachron, Victorville Janice Rutherford, Supervisor Alan Wapner, Ontario</p>

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG’s Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>

Communication: SANBAG Committee Membership (Committee Membership)

<p>City/County Manager’s Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT, at SANBAG.</p>

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