



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
Phone: (909) 884-8276 Fax: (909) 885-4407
Web: www.sanbag.ca.gov



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

AGENDA

General Policy Committee Meeting

September 14, 2016

9:00 AM

Location

SANBAG

First Floor Lobby

1170 W. 3rd Street, San Bernardino, CA 92410

General Policy Committee Membership

Chair – SANBAG Vice President

Council Member Alan Wapner
City of Ontario

SANBAG President

Supervisor Robert Lovingood
County of San Bernardino

SANBAG Past President

Council Member Ryan McEachron
City of Victorville

Mt./Desert Representatives

Mayor Pro Tem Bill Jahn
City of Big Bear Lake, *MDC Chair*

Council Member Joel Klink
City of Twentynine Palms

East Valley Representatives

Council Member Frank Navarro
City of Colton, *MVSS Chair*

Mayor, Darcy McNaboe
City of Grand Terrace

Mayor Rhodes (Dusty) Rigsby
City of Loma Linda

Supervisor James Ramos
County of San Bernardino, *CRTC Chair*

West Valley Representatives

Mayor Dennis Yates
City of Chino

Mayor L. Dennis Michael
City of Rancho Cucamonga

Supervisor Curt Hagman
County of San Bernardino

Ray Wolfe
Executive Director

Eileen Monaghan Teichert
SANBAG Counsel

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

AGENDA

General Policy Committee Meeting

**September 14, 2016
9:00 AM**

**Location
SANBAG First Floor Lobby
1170 W. 3rd Street, San Bernardino, CA 92410**

CALL TO ORDER

(Meeting Chaired by Alan Wapner)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Diane Greve

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

Pg. 10

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. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

Consent - Administrative Matters

2. July and August 2016 Procurement Report

Pg. 11

Receive the July and August 2016 Procurement Report.

Presenter: Hilda Flores

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

3. Budget to Actual Report for fourth quarter ending June 30, 2016

Pg. 19

Receive and file Budget to Actual Report for fourth quarter ending June 30, 2016.

Presenter: Hilda Flores

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

DISCUSSION ITEMS

Discussion - Administrative Matters

4. San Bernardino Santa Fe Depot Request for Structural Evaluation and Repairs

Pg. 22

That the General Policy Committee recommend the Board:

A. Approve a budget amendment to increase Task 0805 Building Operation by \$86,200 to address issues that pose an immediate threat to the safety of staff and to cover the costs of the full investigation of both the east and west basements as recommended by Degenkolb Engineers.

B. Review and ratify the procurement procedures used for the shoring of the east basement and the wall construction of office No. 19 and the break room.

Presenter: Duane Baker

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

5. Biennial Review of SANBAG Conflict of Interest Code

Pg. 24

That the Committee recommend the Board:

A. Perform the biennial review of SANBAG's Conflict of Interest Code, Appendix A, and find that no amendments are necessary.

B. Direct the SANBAG Clerk of the Board to submit to the San Bernardino County Board of Supervisors a finding that no amendments to SANBAG's Conflict of Interest Code are necessary.

Presenter: Vicki Watson

This item is not scheduled for review by any other policy or technical advisory committee. This item has been reviewed by SANBAG's General Counsel.

Discussion - Air Quality/Traveler Services

6. Request for Proposal (RFP) 16-1001521 Award for Freeway Service Patrol (FSP) Radio Services

Pg. 28

That the General Policy Committee recommend the Board review the outcome of RFP 16-1001521 for radio services for the FSP Program which is currently under negotiation.

Presenter: Jenny Herrera

This item is not scheduled for review by any other policy committee or technical advisory committee. This item has been reviewed by procurement and general counsel.

Discussion - Council of Governments

7. Amendments to the Form of the Assessment Contract Used for the Residential HERO Program Pg. 30

That the General Policy Committee recommend the Board approve Resolution No. 17-006 that will approve the form of an amended Assessment Contract for the Residential HERO Program.

Presenter: Duane Baker

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG's General Counsel has reviewed this item and the draft resolution.

8. Authorize the Issuance of Bonds for Certain Solar Projects and Increase the Maximum Term to 25 Years Pg. 49

That the General Policy Committee recommend the Board approve Resolution No. 17-007 authorizing the issuance of bonds to finance the installation of solar systems and increasing the maximum term from 20 years to 25 years for improvements that have a useful life of 25 years or more.

Presenter: Duane Baker

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG's General Counsel has reviewed this item and the draft resolution.

9. State and Federal Legislative Platform Update Pg. 59

- A. Receive verbal update on End of Session legislative activities and bills of interest.
- B. Request input on the 2017/2018 State and Federal Legislative Platforms.

Presenter: Otis Greer

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

10. Execution of Funding Agreement related to the Implementation of three Electric Vehicle Infrastructure locations. Pg. 70

That the General Policy Committee recommend the Board:

A. Approve Funding Agreement No. 17-1001594 with the South Coast Air Quality Management District (SCAQMD) in the amount of \$450,000 for the implementation of three (3) Electric Vehicle (EV) infrastructure locations which include the newly constructed San Bernardino Transit Center, SANBAG offices, and San Bernardino Metrolink Station.

B. Approve budget amendment for Fiscal Year 2016/2017 to Task 0101 Environment to incorporate the grant fund expenditures of \$450,000.

Presenter: Kelly Lynn

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed and approved this item and the agreement.

Comments from Board Members

Brief comments by Committee Members

Public Comment

Brief comments by General Public

ADJOURNMENT

Additional Information

Attendance Record
SANBAG Entities
Acronym List
Mission Statement

Pg. 85
Pg. 86
Pg. 87
Pg. 89

The next meeting of the General Policy Committee will be October 19, 2016

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

Meeting Procedures and Rules of Conduct

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

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

Agendas – All agendas are posted at 1170 W. 3rd Street, 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 or she would like to amend his or her 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 voted upon first, and if it fails, then the original motion is considered.
- 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
Revised May 4, 2016*

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

Minute Action

AGENDA ITEM: 1

Date: September 14, 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	RES. 17-007	Renovate America J.P. McNeill	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:
 Duane Baker, Deputy Executive Director

Approved
 General Policy Committee
 Date: September 14, 2016
 Witnessed By:

Entity: CMA, COG, CTA, CTC, JPA, SAFE

Minute Action

AGENDA ITEM: 2

Date: *September 14, 2016*

Subject:

July and August 2016 Procurement Report

Recommendation:

Receive the July and August 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 July and August 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 2016/2017 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

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

Responsible Staff:

Hilda Flores, Chief of Fiscal Resources

Entity: CMA, COG, CTA, CTC, SAFE

Approved
General Policy Committee
Date: September 14, 2016
Witnessed By:

Attachment A July & August Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program

*None to Report

Attachment: Attachment A (3062 : Procurement Report)

Attachment A

July & August 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
15-1001069 Amendment 1	Amendment 1 extends the contract completion date to August 31, 2017. Project: Laurel Street Grade Separation funding.	Caltrans	Original \$5,000,000.00	\$0.00	\$5,000,000.00
15-1001195 Amendment 1	Amendment 1 modifies Sub-Consultant Insurance Language. Project: Program Project Management and Other Technical Services for SANBAG.	Parsons Transportation Group	Original \$29,681,835.00	\$0.00	\$29,681,835.00
C11167 Amendment 3	Amendment 3 extends the contract completion date to June 30, 2019 to allow time to handle loss of goodwill claims & reconcile ROW costs. Project: Right of Way Services for the South Milliken Avenue and Union Pacific Railroad Grade Separation Project.	City of Ontario	Original \$4,176,800.00 Amendment 1 \$800,000.00 Amendment 2 \$1,660,800.00	\$0.00	\$6,637,600.00

Attachment: Attachment A (3062 : Procurement Report)

Attachment A

July & August 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
15-1001226 CTO 6	Pre-award audit to conform to LAPM requirements for the Metro ATP project.	Conrad LLP	\$500,000.00 (Shared with Macia Gini & O'Connell, 15-1001061)	CTO 1 \$33,569.00 CTO 2 \$11,800.00 CTO 3 \$40,120.00 CTO 4 \$1,840.00 CTO 5 \$10,480.00	\$6,240.00
15-1001226 CTO 7	Pre-award audit for the I-10 Mount Vernon Avenue Interchange.	Conrad LLP	\$500,000.00 (Shared with Macia Gini & O'Connell, 15-1001061)	CTO 1 \$33,569.00 CTO 2 \$11,800.00 CTO 3 \$40,120.00 CTO 4 \$1,840.00 CTO 5 \$10,480.00	\$5,520.00

Attachment: Attachment A (3062 : Procurement Report)

Attachment A

July & August Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001488	07/14/2016	Southern Computer Warehouse Inc.	Purchase thirty-one (31) ipad minis with case and charging center to enable Board members to vote electronically.	\$15,533.86
4001489	07/20/2016	TransTrack Systems	Data room hardware to accommodate for office expansion into SCRRA office space.	\$12,783.00
4001490	07/01/2016	Southern California Edison	Data research on community choice aggregation.	\$22,277.88

Attachment: Attachment A (3062 : Procurement Report)

Attachment A

July & August 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
None					

Attachment: Attachment A (3062 : Procurement Report)

Attachment B July & August 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

*None to report

Attachment: Attachment B (3062 : Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: *September 14, 2016*

Subject:

Budget to Actual Report for fourth quarter ending June 30, 2016

Recommendation:

Receive and file Budget to Actual Report for fourth quarter ending June 30, 2016.

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 June 30, 2016.

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

Responsible Staff:

Hilda Flores, Chief of Fiscal Resources

Approved
 General Policy Committee
 Date: September 14, 2016

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

**San Bernardino Associated Governments
Budget to Actual Report: July 2015 - June 2016
Fiscal Year 2015/2016 (Unaudited)**

ENVIRONMENTAL AND ENERGY CONSERVATION

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0101	Environment	436,137	207,490	-	643,627	295,421	348,206	45.90%
0111	Energy Conservation	1,230,490	87,689	-	1,318,179	1,064,252	253,927	80.74%
TOTAL ENVIRONMENTAL AND ENERGY CONSERVATION		1,666,627	295,179	-	1,961,806	1,359,673	602,133	69.31%

COMMUTER AND MOTORIST ASSISTANCE

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0406	Traveler Services	2,371,345	54,281	2,202	2,423,424	1,603,801	819,623	66.18%
0702	Call Box System	2,426,632	(3,600)	64,787	2,358,245	1,548,469	809,776	65.66%
0704	Freeway Service Patrol/State	2,780,734	-	-	2,780,734	2,129,671	651,063	76.59%
TOTAL COMMUTER AND MOTORIST ASSISTANCE		7,578,711	50,681	66,989	7,562,403	5,281,941	2,280,462	69.84%

REGIONAL AND SUBREGIONAL PLANNING

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0110	Regional Planning	489,052	29,520	-	518,572	518,572	-	100.00%
0203	Congestion Management	222,614	11,026	-	233,640	171,817	61,823	73.54%
0404	Subregional Planning	5,379,793	616,022	-	5,995,815	1,524,871	4,470,944	25.43%
0941	Mt./Desert Planning & Project Development	229,786	(22,637)	-	207,149	87,131	120,018	42.06%
TOTAL REGIONAL AND SUBREGIONAL PLANNING		6,321,245	633,931	-	6,955,176	2,302,390	4,652,786	33.10%

GENERAL GOVERNMENT

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0100	Board of Directors	232,000	24,436	14,014	242,422	137,975	104,447	56.92%
0200	Executive Administration and Support	871,961	(13,381)	-	858,580	690,409	168,171	80.41%
0350	General Counsel	592,674	(109,361)	-	483,313	341,243	142,070	70.60%
0400	Financial Management	1,309,179	45,949	-	1,355,128	1,266,279	88,849	93.44%
0501	Intergovernmental Relations	588,535	12,093	-	600,628	361,105	239,523	60.12%
0503	Legislation	519,967	34,425	-	554,392	514,030	40,362	92.72%
0605	Public Affairs	1,145,929	(265,656)	-	880,273	720,086	160,187	81.80%
0805	Building Operation	14,201	86,827	-	101,028	97,869	3,159	96.87%
TOTAL GENERAL GOVERNMENT		5,274,446	(184,668)	14,014	5,075,764	4,128,995	946,769	81.35%

TRANSIT AND PASSENGER RAIL

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0309	General Transit	605,277	76,274	16,728	664,823	570,260	94,563	85.78%
0310	Transit Operating	9,479,921	1,020,773	8,250	10,492,445	10,492,440	5	100.00%
0311	Transit Capital	345,965	2,629,039	977,581	1,997,423	1,068,808	928,615	53.51%
0322	San Bernardino Transit Center	3,319,941	696,734	27,512	3,989,163	2,203,089	1,786,074	55.23%
0323	Downtown San Bernardino Passenger Rail	53,504,351	(2,447,357)	111,551	50,945,443	30,985,163	19,960,280	60.82%
0324	Redlands Passenger Rail	25,946,323	1,016,989	152,260	26,811,052	8,186,041	18,625,011	30.53%
0325	San Gabriel Subdivision Line Improvements	4,337,870	(1,279,303)	270,360	2,788,207	492,859	2,295,348	17.68%
0326	Goldline Extension	-	50,001	-	50,001	18,670	31,331	37.34%

Attachment: 2016 4th qtr (3064 : Budget to Actual Report for fourth quarter ending June 30, 2016)

0327	Shortway Subdivision	-	4,065,560	300,358	3,765,202	3,327,715	437,487	88.38%
0352	General Commuter Rail	1,037,831	1,215,967	-	2,253,798	1,479,460	774,338	65.64%
0377	Commuter Rail Operating	16,993,375	162,501	-	17,155,876	15,910,495	1,245,381	92.74%
0379	Commuter Rail Capital	3,819,933	6,648,623	6,776	10,461,780	842,554	9,619,226	8.05%
0383	Vanpool Program	1,450,128	8,992	-	1,459,120	47,682	1,411,438	3.27%
TOTAL TRANSIT AND PASSENGER RAIL		120,840,915	13,864,793	1,871,377	132,834,331	75,625,235	57,209,096	56.93%

MAJOR PROJECT DELIVERY

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0815	Measure I Program Management	4,769,944	280,386	-	5,050,330	4,079,099	971,231	80.77%
0820	Freeway Projects	66,780,171	(1,762,543)	-	65,017,628	24,410,455	40,607,173	37.54%
0830	Interchange Projects	77,386,270	914,875	-	78,301,145	38,271,845	40,029,300	48.88%
0840	Grade Separation Projects	48,146,598	6,326,943	-	54,473,541	32,591,280	21,882,261	59.83%
0860	Arterial Projects	429,881	200,000	-	629,881	196,925	432,956	31.26%
TOTAL MAJOR PROJECT DELIVERY		197,512,864	5,959,661	-	203,472,525	99,549,604	103,922,921	48.93%

FUND ADMINISTRATION AND PROGRAMMING

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0500	Fund Administration	1,095,350	235,339	-	1,330,689	1,330,689	-	100.00%
0550	Programming	152,835,442	28,801,966	953,322	180,684,086	167,955,659	12,728,427	92.96%
TOTAL FUND ADMINISTRATION AND PROGRAMMING		153,930,792	29,037,305	953,322	182,014,775	169,286,348	12,728,427	93.01%

DEBT SERVICE

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0965	2012 A Sales Tax Revenue Bond	6,080,438	-	-	6,080,438	6,079,228	1,211	99.98%
0966	2014 A Sales Tax Revenue Bond	5,138,613	-	-	5,138,613	5,137,488	1,126	99.98%
TOTAL DEBT SERVICE PROGRAM		11,219,051	-	-	11,219,051	11,216,715	2,336	99.98%

GRAND TOTAL ALL PROGRAMS

		504,344,651	49,656,882	2,905,702	551,095,831	368,750,902	182,344,930	66.91%
--	--	--------------------	-------------------	------------------	--------------------	--------------------	--------------------	---------------

CONSOLIDATED BY PROGRAM

PROGRAM DESCRIPTION	ORIGINAL			REVISED		PROGRAM BALANCE	% OF BUDGET EXPENDED
	BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
ENVIRONMENTAL AND ENERGY CONSERVATION	1,666,627	295,179	-	1,961,806	1,359,673	602,133	69.31%
COMMUTER AND MOTORIST ASSISTANCE	7,578,711	50,681	66,989	7,562,403	5,281,941	2,280,462	69.84%
REGIONAL AND SUBREGIONAL PLANNING	6,321,245	633,931	-	6,955,176	2,302,390	4,652,786	33.10%
GENERAL GOVERNMENT	5,274,446	(184,668)	14,014	5,075,764	4,128,995	946,769	81.35%
TRANSIT AND PASSENGER RAIL	120,840,915	13,864,793	1,871,377	132,834,331	75,625,235	57,209,096	56.93%
MAJOR PROJECT DELIVERY	197,512,864	5,959,661	-	203,472,525	99,549,604	103,922,921	48.93%
FUND ADMINISTRATION AND PROGRAMMING	153,930,792	29,037,305	953,322	182,014,775	169,286,348	12,728,427	93.01%
DEBT SERVICE	11,219,051	-	-	11,219,051	11,216,715	2,336	99.98%
GRAND TOTAL ALL PROGRAMS	504,344,651	49,656,882	2,905,702	551,095,831	368,750,902	182,344,930	66.91%

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.
 Encumbrances reduce revised budget amount.

Attachment: 2016 4th qtr (3064 : Budget to Actual Report for fourth quarter ending June 30, 2016)

Minute Action

AGENDA ITEM: 4

Date: *September 14, 2016*

Subject:

San Bernardino Santa Fe Depot Request for Structural Evaluation and Repairs

Recommendation:

That the General Policy Committee recommend the Board:

A. Approve a budget amendment to increase Task 0805 Building Operation by \$86,200 to address issues that pose an immediate threat to the safety of staff and to cover the costs of the full investigation of both the east and west basements as recommended by Degenkolb Engineers.

B. Review and ratify the procurement procedures used for the shoring of the east basement and the wall construction of office No. 19 and the break room.

Background:

Staff observed several large cracks along interior walls of the Depot which seemed to be worsening over time. In an effort to determine if these cracks were structural in nature or merely cosmetic, staff worked with Degenkolb Engineers, which is the same engineering firm that worked on the original Depot Renovation. Degenkolb Engineers examined the cracks in question and also walked the entire building, to include the attic and basements, in an effort to identify any additional areas of concern. While most of the areas were determined not to be structurally significant, they found other areas which required immediate action.

Degenkolb Engineers became immediately concerned with their findings in the east basement and recommended immediate shoring be added to this area as a precaution and advised a full investigation of the basement area be conducted in the near future. SANBAG had Independent Solutions, the contractor used by Degenkolb Engineers, place the recommended shoring materials. The cost associated with the shoring project was \$8,200. The anticipated costs to conduct a full investigation of both the east and west basements is estimated to be \$55,000, which includes a 20% contingency.

Additionally, as part of Degenkolb Engineers initial findings, they identified concerns with the large cracks forming on the east wall of office No.19, which also happens to be the west wall of the break room. Since this wall is a historic wall, though determined to be a partition wall which means it is not load bearing, it was recommended that we authorize Independent Solutions to build a wall on each side of the existing wall thereby fully encapsulating the historic wall to protect staff should the historic wall ever fail. The cost to fully encapsulate this historic wall is estimated to be \$23,000, which includes a 20% contingency.

Staff authorized the shoring in the east basement and the recommended remedy to the east wall

Entity: CTA, CTC

General Policy Committee Agenda Item

September 14, 2016

Page 2

of office No.19 and the west wall of the break room to address the immediate safety concern. Staff is requesting the Board's approval to move forward with the full investigation recommended by Degenkolb Engineers. Staff is also requesting the Board approve a budget amendment to increase Task 0805 Building Operation by \$86,200 to cover the full investigation and the costs already incurred for shoring and wall construction.

Due to the urgent nature of the work performed, this report also requests that the Board ratify the procurement procedures used for the shoring of the east basement and the wall construction of office No. 19 and break room.

Financial Impact:

Approval of this item would result in a budget amendment to increase Task 0805 Building Operation by \$86,200.

Reviewed By:

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

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
General Policy Committee
Date: September 14, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 5

Date: *September 14, 2016*

Subject:

Biennial Review of SANBAG Conflict of Interest Code

Recommendation:

That the Committee recommend the Board:

- A. Perform the biennial review of SANBAG's Conflict of Interest Code, Appendix A, and find that no amendments are necessary.
- B. Direct the SANBAG Clerk of the Board to submit to the San Bernardino County Board of Supervisors a finding that no amendments to SANBAG's Conflict of Interest Code are necessary.

Background:

The Political Reform Act (Act) requires every local government agency that takes actions that foreseeably may materially affect economic interests to adopt a Conflict of Interest Code for its employees and officials. SANBAG has adopted a Conflict of Interest Code and it is set forth in SANBAG Policy No. 10102. The Conflict of Interest Code lists those employees or officers who are required to file a statement of economic interests ("designated employees") and prescribes the types of interests which must be disclosed by such officials ("disclosure categories").

In order to ensure the agency's designated employees and disclosure categories are reflective of the current organization and ability to affect economic interests, the Act requires agencies to review their conflict of interest codes at least biennially. In January 2016, SANBAG amended Appendix A (attached) of the code to reflect current job titles and appropriate filing categories based on job duties. Since that time there have not been any changes to job titles or duties. Based on this recent review staff is not recommending any changes to Appendix A of the code.

The Act provides that where a multi-jurisdictional governmental agency is wholly within a county, the board of supervisors is the code reviewing body for that agency. Accordingly, after the SANBAG Board review and determination the finding must be submitted to the San Bernardino County Board of Supervisors for their review.

Financial Impact:

This item does not have an impact on the SANBAG Fiscal Year 2016/2017 budget.

Reviewed By:

This item is not scheduled for review by any other policy or technical advisory committee. This item has been reviewed by SANBAG's General Counsel.

Responsible Staff:

Vicki Watson, Clerk of the Board

Entity: CMA, COG, CTA, CTC, SAFE

Approved
General Policy Committee
Date: September 14, 2016
Witnessed By:

Conflict of Interest Code – Designated Employees	Policy	10102 Appendix A
---	---------------	-------------------------

Designated Employees	Categories
1. Board of Directors (County designees)	1
2. Board of Directors (City designees)	1
3. Board of Directors Alternates (City designees)	1
4. Executive Director	1
5. Deputy Executive Director	1
6. General Counsel	1
7. Chief Financial Officer	1
8. Director of Transit/Rail Programs	1
9. Director of Planning	1
10. Director of Fund Administration and Programming	1
11. Director of Project Delivery	1
12. Director of Legislative and Public Affairs	1
13. Chief of Fiscal Resources	2
14. Chief of Legislative and Public Affairs	2
15. Chief of Air Quality/Mobility Programs	2
16. Chief of Planning	2
17. Chief of Fund Administration and Programming	2
18. Chief of Transit/Rail Programs	2
19. Construction Manager	2
20. Project Delivery Manager	2
21. Human Resources/Information Services Administrator	2
22. Procurement Manager	2
23. Procurement Analyst	2
24. Management Analyst II*	1
25. Management Analyst III*	1
26. Senior Planner	2
27. Clerk of the Board/Administrative Supervisor	2
28. Consultant **	2

*** Only Management Analysts who perform Right of Way activities must file.**

**** Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:**

The Executive Director may determine in writing that a particular consultant, although a "designated employee," is hired to perform a range of duties that is limited in scope and, thus, is not required to fully comply with the disclosure requirements in this Code. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Form 700s filed by the Board of Directors (County designees) are filed with the Clerk of the County Board of Supervisors, not with SANBAG.

Disclosure Categories

CATEGORY I

Designated employees in this category shall disclose all sources of income, interests in real property, investments and business positions in business entities. Designated employees in this category shall complete all schedules of Form 700, if applicable.

CATEGORY 2

Designated employees in this category shall disclose sources of income, investments, and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the department in which the designated employee is employed. Designated employees in this category shall complete all schedules of Form 700 except schedule B, if applicable.

Minute Action

AGENDA ITEM: 6

Date: *September 14, 2016*

Subject:

Request for Proposal (RFP) 16-1001521 Award for Freeway Service Patrol (FSP) Radio Services

Recommendation:

That the General Policy Committee recommend the Board review the outcome of RFP 16-1001521 for radio services for the FSP Program which is currently under negotiation.

Background:

On June 14, 2016 the Executive Director authorized the release of the RFP 16-1001521 for a joint RFP release with the Riverside County Transportation Commission (RCTC) for FSP program digital radio system and equipment. The purpose of the RFP was to seek proposals from qualified firms to provide reliable communications between FSP drivers and California Highway Patrol (CHP) dispatch in the field operations within the counties of San Bernardino and Riverside.

A total of three proposals were received in response to this RFP. The proposals were from:

- Bearcom Wireless Worldwide
- Lucky's Two-Way Radios
- Mobile Relay Associates

An evaluation committee consisting of two SANBAG staff members, one RCTC staff member and one CHP Officer reviewed all of the proposals and selected all three firms to interview based on the following criteria:

- Qualifications of the Firm – experience in providing radio communications coverage in the areas specified by the Scope of Work.
- Staffing and Project Organization – The experience of staff assigned, depth and availability of staff , 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 same evaluation committee interviewed these firms to determine their qualifications for performing the scope of work. After the interviews, each of the firms submitted testing equipment for one (1) week testing of their radio system. The demonstrations determined if the firm(s) had the coverage necessary to meet the scope of work. The testing of the radio systems was conducted by the CHP. At the conclusion of the testing, CHP met with the Evaluation

Entity: CTC

General Policy Committee Agenda Item

September 14, 2016

Page 2

Committee to provide feedback. The Evaluation Committee then compiled their interview/testing scores and completed the evaluation process.

After deliberation by the evaluation committee, Mobile Relay Associates was the top ranked firm for negotiation of a contract. The decision was based on their experience in the industry, reliability of their system coverage and price.

At this time, SANBAG has entered into negotiations with Mobile Relay Associates. Upon successful negotiation and agreement, staff plans to bring the final contract details to the Board of Directors meeting in October for award of the contract. The contract brought to the SANBAG Board will be for a radio system and equipment to serve SANBAG's FSP service area. Although this was a joint procurement, it is anticipated that RCTC's Board will separately consider award of a contract with Mobile Relay Associates for a radio system and equipment to serve RCTC's FSP service area.

Financial Impact:

The funds for the first year of this contract is included in the approved Fiscal Year 2016/2017 Budget. Funding for future years of the contract will be included in those respective budgets.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. This item has been reviewed by procurement and general counsel.

Responsible Staff:

Jenny Herrera, Air Quality and Mobility Specialist

Approved
General Policy Committee
Date: September 14, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 7

Date: *September 14, 2016*

Subject:

Amendments to the Form of the Assessment Contract Used for the Residential HERO Program

Recommendation:

That the General Policy Committee recommend the Board approve Resolution No. 17-006 that will approve the form of an amended Assessment Contract for the Residential HERO Program.

Background:

In October 2013, the Board of Directors approved a Property Assessed Clean Energy (PACE) program for both residential and commercial properties throughout San Bernardino County. That program is known as the HERO Program. From time to time, adjustments are made to the documents used in administering the program. Staff is requesting a change to the Assessment Contract used in the program to add an Arbitration Clause.

Resolution No. 17-006 amends the existing Assessment Contract in the following ways:

- Requires the property owner to try and resolve a dispute in good faith with SANBAG prior to bringing a formal claim.
- Provides that all disputes that are not resolved with SANBAG directly or through small claims court are subject to binding arbitration.
- Provides that both parties waive the right to trial by jury or a judge. The dispute must be resolved by binding arbitration.
- Prohibits class action claims from being brought against the SANBAG HERO Program.

These amendments to the Assessment Contract provide a more cost-efficient way for consumers and SANBAG to resolve disputes quickly. Specifically, arbitration typically takes just over a year to complete, whereas litigation in court may take up to five years. Arbitration can be cheaper, on average, than litigating in court. Arbitration proceedings also tend to follow more specific and defined timelines toward resolving a dispute resulting in quicker final decisions.

Both SANBAG and consumers will be entitled to the same rights and relief in arbitration as in a court of law. In addition, the parties will be required to select a mutually agreed-upon arbitrator based on established rules and guidelines adopted by JAMS, Inc. The decisions of the arbitrator are generally final. The parties would be prohibited from appealing the decision of the arbitrator and are bound by such decision.

Financial Impact:

This item is consistent with the adopted SANBAG budget.

Entity: *COG*

General Policy Committee Agenda Item
September 14, 2016
Page 2

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG's General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
General Policy Committee
Date: September 14, 2016

Witnessed By:

RESOLUTION NO. 17-006

RESOLUTION OF THE BOARD OF DIRECTORS OF SAN BERNARDINO ASSOCIATED GOVERNMENTS APPROVING AMENDMENTS TO THE FORM OF ASSESSMENT CONTRACT AND APPROVING OTHER ACTIONS IN CONNECTION THERETO

WHEREAS, the Board of Directors of the San Bernardino Associated Governments (“SANBAG”) undertook proceedings pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the “Chapter 29”), the Joint Powers Agreement of the San Bernardino Associated Governments (“SANBAG”), originally made and entered into October 17, 1975 (the “Joint Powers Agreement”), as further amended to date, and each separate Memorandum of Understanding (each, a “PACE Memorandum of Understanding”) by and between SANBAG and those parties (each, a “Participating Party”) to the Joint Powers Agreement identified in Exhibit A of Resolution No. 13-038 entered into as of the effective date of such Resolution, to establish and did establish, by the adoption of Resolution No. 13-044 (the “Resolution Establishing the Program”), a voluntary contractual assessment program, to be known as the SANBAG Program (the “Program”), to assist property owners within the jurisdictional boundaries of each Participating Party with the cost of installing distributed generation renewable energy sources, energy or water efficient improvements or electric vehicle charging infrastructure (the “Eligible Improvements”) that are permanently fixed to their property; and

WHEREAS, by the adoption of the Resolution Establishing the Program, the Board of Directors approved a report (the “Program Report”) addressing all of the matters set forth in Section 5898.22 and Section 5898.23 of Chapter 29, including establishment of the boundaries of the territory of the Participating Parties within which voluntary contractual assessments may be offered (the “Program Area”) to provide for financing of the installation of Eligible Improvements on properties within the Program Area; and

WHEREAS, the owners of parcels participating in the Program must enter into an assessment contract with SANBAG in order to finance the installation of Eligible Improvements (the “Assessment Contract”); and

WHEREAS, this Board of Directors previously approved the form of the Assessment Contract and it has been proposed that certain changes be implemented to the Assessment Contract to allow for binding arbitration, waiver of a jury trial in the event of a claim against the Program; and

WHEREAS, this Board of Directors, with the aid of its staff and counsel, has reviewed the revised Assessment Contract identified in the preceding recital and found them to be in proper order.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Bernardino Associated Governments as follows:

Section 1. Approval of the Amended Assessment Contract. The Board of Directors hereby approves the form of the amended Assessment Contract, together with any changes therein and additions thereto approved by the Executive Director, or any designee of the Executive Director (each, an “Authorized Representative”) and reviewed and concurred in by Bond Counsel.

Section 2. Additional Action. The Executive Director or any Authorized Representative is hereby authorized and directed to approve any other documents related to the Program necessary in the judgment of the Executive Director or such Authorized Representative to conform such documents to the actions taken by the adoption of this Resolution.

Section 3. Effective Date. This Resolution shall take effect upon the date of its adoption.

PASSED AND ADOPTED at a Meeting of the Board of Directors of the San Bernardino Associated Governments held on _____, 2016.

Robert A. Lovingood, SANBAG Board President

Vicki Watson, SANBAG Clerk of the Board

**San Bernardino Associated Governments Residential HERO Program
ASSESSMENT CONTRACT**

This Assessment Contract (this "Contract") is made and entered into as of this [Ordinal Day] of [Month], [Year], by and between the San Bernardino Associated Governments, a joint exercise of powers authority ("SANBAG"), and the record owner(s), [Property Owner Names Listed] (the "Property Owner"), of the fee title to the real property identified on Exhibit A (the "Property").

RECITALS

WHEREAS, SANBAG is a joint exercise of powers authority the members of which include numerous cities in San Bernardino County and the County of San Bernardino; and

WHEREAS, SANBAG has established the HERO financing program (the "HERO Program") to allow for the financing of certain renewable energy, energy efficiency, water efficiency, and electric vehicle charging infrastructure improvements that are permanently fixed to real property (the "Authorized Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the California Streets & Highways Code ("Chapter 29") and the issuance of improvement bonds under the Improvement Bond Act of 1915 (California Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied pursuant to a contract between the property owner and the public agency; and

WHEREAS, SANBAG has conducted the proceedings required by Chapter 29 with respect to the territory within the boundaries of the City or County identified in Exhibit A and which has elected to participate in the HERO Program (the "Participating Entity"); and

WHEREAS, the Property is located in the boundaries of the Participating Entity, and the Participating Entity has consented to (i) owners of property within its jurisdiction (the "Participating Property Owners") participating in the HERO Program and (ii) SANBAG conducting assessment proceedings under Chapter 29 and issuing bonds under the 1915 Act to finance the Authorized Improvements; and

WHEREAS, pursuant to Chapter 29, SANBAG and the Property Owner wish to enter into a contract pursuant to which the Property Owner would agree to pay an assessment in order to finance the installation on the Property of the Authorized Improvements described in Exhibit A (the "Improvements") and SANBAG would agree to provide financing, all on the terms set forth in this Contract;

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Property Owner and SANBAG formally covenant, agree and bind themselves and their successors and assigns as follows:

Attachment: SANBAG HERO ASSESSMENT CONTRACT 8-16-2016 (3077 : Amendments to the Form of the Assessment Contract Used for the

AGREEMENT

Section 1. Purpose. The Property Owner and SANBAG are entering into this Contract for the purpose of financing the installation of the Improvements identified on Exhibit A on the Property. SANBAG will not finance installation of Improvements other than those listed on Exhibit A.

Section 2. The Property. This Contract relates to the real property identified on Exhibit A. The Property Owner has supplied to SANBAG current evidence of its ownership of fee title to the Property and possesses all legal authority necessary to execute this Contract on behalf of the Property Owner.

Section 3. Contract to Pay Assessment; Prepayment

(a) **Payment of Assessment.** The Property Owner hereby freely and willingly agrees to pay the "Assessment," the amount of which shall be determined as provided in Section 3(b) below. SANBAG will not provide financing in an amount in excess of the Assessment. Except as otherwise set forth in this Contract, the Assessment will be paid in the installments (each, an "Assessment Installment"). The schedule of estimated maximum annual Assessment Installments are set forth in paragraph (c) below. Interest will accrue on the Assessment at the interest rate set forth on Exhibit B beginning on the date on which SANBAG issues bonds to finance the installation of the Improvements.

(b) **The Assessment.** The Assessment shall equal the total amount disbursed by SANBAG to pay for (i) the Improvements identified on Exhibit A, plus (ii) all costs, fees and interest associated therewith as reflected on Exhibit B, which total amount is also known as the Actual Disbursement Amount (defined below). In no event, however, will the amount disbursed by SANBAG exceed the Maximum Disbursement Amount set forth in Exhibit B.

(c) **Schedule of Estimated Maximum Annual Assessment Installments.** The following schedule of estimated maximum annual Assessment Installments is based upon the assumptions provided in Exhibit B hereto, including (without limitation) the Estimated Disbursement Amount, which is based upon the price of the initially selected Improvements identified in Exhibit A, which in turn provides the basis for calculating the associated costs, fees and interest appearing below and on Exhibit B.

Tax Year (commencing July 1)	Interest	Principal	Estimated Maximum Annual Assessment Installment	Current Annual Administrative Assessment Fee****	Total Estimated Annual Assessment Payment
2016 - 2017*					
2017 - 2018					
2018 - 2019					
2019 - 2020					
2020 - 2021					
2021 - 2022					
2022 - 2023					
2023 - 2024					
2024 - 2025					
2025 - 2026					
2026 - 2027					
2027 - 2028					
2028 - 2029					
2029 - 2030					
2030 - 2031					

2031 - 2032					
2032 - 2033					
2033 - 2034					
2034 - 2035					
2035 - 2036					

*The Estimated Initial Tax Year shown on preceding schedule is based upon the Estimated Disbursement Date. The actual Initial Tax Year will be based upon the actual Disbursement Date.

**** Subject to change

FOLLOWING THE DISBURSEMENT OF THE ACTUAL DISBURSEMENT AMOUNT, THE HERO PROGRAM ADMINISTRATOR WILL ADJUST THE ASSESSMENT AND THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT INSTALLMENTS, IF NECESSARY, TO REFLECT THE ACTUAL ASSESSMENT BASED UPON THE ACTUAL DISBURSEMENT AMOUNT, THE ACTUAL DATE OF DISBURSEMENT AND THE ACTUAL AMOUNT OF INTEREST DUE AND PAYABLE BEFORE THE FIRST PAYMENT ADDED TO THE ACTUAL DISBURSEMENT AMOUNT. FOLLOWING THIS ADJUSTMENT, THE HERO PROGRAM ADMINISTRATOR SHALL DELIVER TO PROPERTY OWNER A FINAL ASSESSMENT STATEMENT AND THE SCHEDULE OF THE ACTUAL ANNUAL ASSESSMENT INSTALLMENTS. THE ACTUAL AMOUNT OF THE ASSESSMENT AND SCHEDULE OF ACTUAL ANNUAL ASSESSMENT INSTALLMENTS SHALL ALSO BE SPECIFIED IN THE "PAYMENT OF CONTRACTUAL ASSESSMENT REQUIRED" TO BE RECORDED BY SANBAG IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO.

Upon receipt of the fully executed and final Completion Certificate (as described in the current version of the SANBAG HERO Residential Program Handbook referred to herein as the "Handbook") SANBAG shall calculate and disburse payments to those entitled to receive them (the "Actual Disbursement Amount") hereunder. If at any time after executing this Contract but before SANBAG pays the Actual Disbursement Amount, the Property Owner changes the Improvements to be installed from those originally appearing on Exhibit A, but (i) the Improvement categories and the Improvement types do not change from those originally selected, and (ii) the "Revised Estimated Disbursement Amount" (which means the amount anticipated to be the Actual Disbursement Amount based on the changed Improvements) is less than or equal to the Estimated Disbursement Amount, the parties do not need to execute the Addendum described in Section 5 below, and this Contract shall remain unmodified and the Assessment shall be calculated as described above in this Section 3(c). If, however, any such change meets the provisions of Section 5 below, then an Addendum will be required.

(d) Administrative Expenses. The Property Owner hereby acknowledges and agrees that SANBAG may add amounts to an annual installment of the Assessment in order to pay for the costs of collecting the Assessment (the "Additional Administrative Assessment").

(e) Prepayment of the Assessment. The Assessment may be prepaid, in whole or in any amount of at least \$2,500, at any time upon the payment of (i) the whole or a portion of the unpaid principal component of the Assessment, (ii) and interest on the Assessment Prepayment Amount to the second business day of the second month following the date the prepayment is made.

(f) Absolute Obligation. The Property Owner hereby agrees that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the bond or bonds secured thereby are refunded or for any other reason.

Section 4. Existing Mortgage Disclosure. The Program establishes the manner by which SANBAG may finance, pursuant to Chapter 29, the installation of Authorized Improvements, including the Improvements. The Improvements will be financed pursuant to this Assessment Contract between Property Owner and SANBAG.

BEFORE EXECUTING THIS ASSESSMENT CONTRACT, PROPERTY OWNER SHOULD CAREFULLY REVIEW ANY MORTGAGE AGREEMENT(S) OR OTHER SECURITY INSTRUMENT(S) WHICH AFFECT THE PROPERTY OR TO WHICH THE PROPERTY OWNER IS A PARTY. ENTERING INTO THIS ASSESSMENT CONTRACT WITHOUT THE CONSENT OF EXISTING LENDER(S) COULD CONSTITUTE AN EVENT OF DEFAULT UNDER SUCH AGREEMENTS OR SECURITY INSTRUMENTS. DEFAULTING UNDER AN EXISTING MORTGAGE AGREEMENT OR SECURITY INSTRUMENT COULD HAVE SERIOUS CONSEQUENCES TO THE PROPERTY OWNER, WHICH COULD INCLUDE THE ACCELERATION OF THE REPAYMENT OBLIGATIONS DUE UNDER SUCH AGREEMENT OR SECURITY INSTRUMENT.

IN ADDITION, FANNIE MAE AND FREDDIE MAC, THE OWNERS OF A SIGNIFICANT PORTION OF ALL HOME MORTGAGES, STATED THAT THEY WOULD NOT PURCHASE HOME LOANS WITH ASSESSMENTS SUCH AS THOSE OFFERED BY SANBAG. THIS MAY MEAN THAT PROPERTY OWNERS WHO SELL OR REFINANCE THEIR PROPERTY MAY BE REQUIRED TO PREPAY SUCH ASSESSMENTS AT THE TIME THEY CLOSE THEIR SALE OR REFINANCING.

If Property Owner's lender requires an impound for Property Owner's property taxes, Property Owner acknowledges that Property Owner should consider notifying such lender of the annual Assessment payment amount so such lender can adjust the Property Owner's impound amount to include the annual Assessment payment.

Section 5. Addendum. The parties agree to execute an addendum to this Contract (the "Addendum") if at any time after executing this Contract but before the Actual Disbursement Amount is released for disbursement: (i) the Improvement categories or the Improvement types change from those appearing in Exhibit A; (ii) the Revised Estimated Disbursement Amount is greater than the Estimated Disbursement Amount but does not exceed the Maximum Disbursement Amount; or (iii) it becomes necessary to correct the name, capacity, title, party or clerical errors identified therein. In any such case, SANBAG, or the HERO Program on behalf of SANBAG, shall prepare an Addendum: (i) setting forth an accurate description of the Improvements installed; (ii) confirming that the Assessment does not exceed the Maximum Disbursement Amount; and (iii) as necessary, correcting the names, capacities, titles, parties and other clerical corrections appearing in the original documentation comprising this Contract. SANBAG or the HERO Program on behalf of SANBAG shall prepare and provide such Addendum to the Property Owner for review and signature. Once signed by the Property Owner, SANBAG shall execute the Addendum, which shall become part of, and be incorporated into, this Contract as if it originally appeared therein.

Section 6. Collection of Assessment; Lien. The Assessment, the interest and penalties thereon as a result of a delinquency in the payment of any installment of the Assessment, and the Additional Administrative Assessment shall constitute a lien against the Property until they are paid and shall be collected and shall have the lien priority as set forth in Chapter 29.

The Property Owner acknowledges that if any Assessment installment is not paid when due, SANBAG has the right to have such delinquent Assessment installment and its associated penalties and interest stripped off the secured property tax roll and immediately enforced through a judicial foreclosure action that could result in a sale of the Property for the payment of the delinquent installments, associated penalties and interest, and all costs of suit, including attorneys' fees. The Property Owner acknowledges that, if bonds are sold to finance the Improvements, SANBAG may obligate itself, through a covenant with the owners of such bonds, to exercise its judicial foreclosure rights with respect to delinquent Assessment installments under circumstances specified in such covenant.

Section 7. Financing of the Improvements.

(a) Contract to Finance Improvements. SANBAG hereby agrees to use the Assessment, together with the Additional Administrative Assessment, to finance the Improvements, including the payment of SANBAG 's reasonable costs of administering the HERO Program, subject to the Property Owner's compliance with the conditions for such financing established by SANBAG.

(b) Assessment Installments. The Property Owner agrees to the issuance of bonds by SANBAG to finance the installation of the Improvements. The interest rate used to calculate the Assessment installments set forth on Exhibit B is identified on Exhibit B. If SANBAG determines in its reasonable discretion that the Assessment installments may be reduced because the applicable interest rate on the bonds issued to finance installation of the Improvements is lower than the interest rate specified in Exhibit B, or if the cost of the Improvements, as shown in a final invoice provided to SANBAG by the Property Owner, is less than the amount shown on Exhibit B, then, concurrently with the disbursement of funds to the Property Owner, SANBAG may provide the Property Owner with a schedule of annual Assessment installments that provides for annual installments that are less than those set forth in the attached Exhibit B.

Section 8. Multiple Contractors and Improvements. Notwithstanding anything to the contrary in this Contract, if the Property Owner engages one or more contractors (each, a "Contractor," which term includes any designee thereof) to install more than one Improvement, the installation of which Improvements will not be completed simultaneously, the Property Owner and SANBAG agree as follows:

- a. Upon receipt of the initial Completion Certificate from a Contractor and the Property Owner (the "First Installation Completion Certificate") acknowledging installation of the first type or category of Improvements, then:
 - i. The "Investor" (which means any person or entity who has entered into an agreement with SANBAG to purchase bonds under the Program) shall deposit the Actual Disbursement Amount with the municipal trustee for the Program;
 - ii. SANBAG shall cause bonds to be issued and sold to the Investor in the amount equal to the Actual Disbursement Amount deposited with such municipal trustee;
 - iii. SANBAG shall cause all instruments, documents and agreements described in Section 10 of this Contract to be recorded;

- iv. SANBAG shall cause the amount reflected in the First Installation Completion Certificate to be disbursed to the Contractor who installed such Improvements; and
- v. SANBAG shall cause all administrative, recording and other fees described on line 6 of Exhibit B to be paid.
- b. Upon receipt of a subsequent Completion Certificate from the Property Owner and Contractor (each, a "Subsequent Installation(s) Completion Certificate") acknowledging installation of the subsequent types or categories of Improvements, SANBAG shall cause the municipal trustee for the Program to disburse amount(s) reflected in each such Subsequent Installation Completion Certificate to the Contractor who installed such Improvements.
- c. Upon receipt of the final Completion Certificate from the Contractor and the Property Owner (the "Final Installation Completion Certificate") acknowledging installation of the final types or categories of Improvements, then:
 - i. SANBAG shall cause the amount reflected in such Final Installation Completion Certificate to be disbursed to the Contractor who installed such Improvements; provided, however, that:
 - 1. If the remaining balance of the Actual Disbursement Amount the Investor has deposited with the municipal trustee exceeds the amount reflected in the Final Installation Completion Certificate, SANBAG shall cause such excess to be applied, at the discretion of the Investor, (i) to the Property Owner's next assessment payment due under this Contract, or (ii) to the reduction of the outstanding balance of the Assessment determined in accordance with Sections 3 of this Contract; or
 - 2. If the remaining balance of the Actual Disbursement Amount the Investor has deposited with the municipal trustee is less than the amount reflected in the Final Installation Completion Certificate, the Property Owner shall be individually responsible for paying such difference to the applicable Contractor, and such payment shall be excluded from the Assessment under this Contract.
- d. If for any reason any one or more of the categories or types of Improvements planned to be installed under this Section 8 is not installed by the expiration date reflected in the Notice to Proceed, then the Investor shall have the option to declare the financing of the Improvements complete, in which case the municipal trustee shall be notified to apply any remaining balance of the Actual Disbursement Amount held by such municipal trustee to reduce the Property Owner's outstanding Assessment.

Section 9. Term: Contract Runs with the Land: Subdivision.

- (a) Except as otherwise set forth in this Contract, this Contract shall expire upon the final payment or prepayment of the Assessment.
- (b) This Contract establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land pursuant to Civil Code Section 1462.

(c) In the event the Property is subdivided while the Assessment remains unpaid, the Assessment will be assigned to the newly-created parcel on which the Improvements are located. If the Improvements no longer exist, the Assessment will be assigned to each of the newly-created parcels on a per-acre basis, unless SANBAG in its sole discretion, determines that the Assessment should be allocated in an alternate manner.

Section 10. Assessment and Lien. The Property Owner hereby authorizes and directs SANBAG to cause to be recorded in the office of the County Recorder the various notices and other documents, including without limitation a Notice of Assessment, together with a copy of this Assessment Contract, required by Chapter 29 and other applicable laws to be recorded against the Property.

Section 11. Notice. To the extent required by applicable law, the Property Owner hereby agrees to provide written notice to any subsequent purchaser of the Property, including any subdivision of the Property, of the obligation to pay the Assessment pursuant to this Contract.

Section 12. Waivers, Acknowledgment and Contract. Because this Contract reflects the Property Owner's free and willing consent to pay the Assessment following a noticed public hearing, the Property Owner hereby waives any otherwise applicable requirements of Article XIID of the California Constitution or any other provision of California law for an engineer's report, notice, public hearing, protest or ballot.

The Property Owner hereby waives its right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of SANBAG undertaken in connection with the HERO Program. The Property Owner hereby agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner hereby acknowledges that the Property will be responsible for payment of the Assessment regardless of whether the Improvements are properly installed, operated or maintained as expected.

The Property Owner hereby agrees that SANBAG is entering into this Contract solely for the purpose of assisting the Property Owner with the financing of the installation of the Improvements, and that SANBAG and the Participating Entity have no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing or maintenance of the Improvements. Based upon the foregoing, the Property Owner hereby waives the right to recover from and fully and irrevocably releases SANBAG, the Participating Entity and any and all agents, employees, attorneys, representatives and successors and assigns of SANBAG and the Participating Entity from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Contract that the Property Owner may now have or hereafter acquire against SANBAG, the Participating Entity and any and all agents, employees, attorneys, representatives and successors and assigns of SANBAG or the Participating Entity.

To the extent that the foregoing waivers and agreements are subject to Section 1542 of the California Civil Code or similar provisions of other applicable law, it is the intention of the Property Owner that the foregoing waivers and agreements will be effective as a bar to any and all losses,

liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), of whatever character, nature and kind, known or unknown, suspected or unsuspected, and Property Owner agrees to waive any and all rights and benefits conferred upon the Property Owner by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law. Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, the Property Owner agrees to waive the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases. The waivers, releases and agreements set forth in this Section 12 shall survive termination of this Contract.

Section 13. Arbitration Agreement. *Please read this Section ("Arbitration Agreement") carefully. It is part of this Contract and affects the Property Owner's rights. It contains A JURY TRIAL WAIVER and procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

- a. Before asserting a claim in any proceeding Property Owner ("Property Owner" includes any successor in interest to the Property Owner) and SANBAG ("SANBAG" includes any of SANBAG's parents, subsidiaries, affiliates, agents, privities, employees, predecessors, successors, assigns, contractors and sub-contractors) agree that they shall engage in good faith attempt to resolve the claim.
- b. Arbitration Agreement. All claims and disputes arising out of or relating to the HERO Program, the Contract and/or the Improvements that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to the Property Owner and SANBAG.
- c. Waiver of Jury Trial. PROPERTY OWNER AND SANBAG HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court.
- d. Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS, Inc., an established alternative dispute resolution provider ("ADR Provider"). If the selected provider is not available to arbitrate, the Parties shall select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, except to the extent such rules are in conflict with the Contract ("Arbitration Rules") or to the extent that application of the Contract provisions would result in the unenforceability of this Arbitration Agreement. The JAMS rules governing the arbitration are available online at www.jamsadr.com or by calling JAMS at 1-800-352-5267. Any arbitration hearing will be held in the Property Owner's federal judicial district. Any judgment on the

award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- e. Decision of Arbitrator. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the Property Owner and SANBAG.
- f. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND ARBITRATION CLAIMS OF MORE THAN ONE PROPERTY OWNER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PROPERTY OWNER.
- g. Severability. If any part or parts of this Arbitration Agreement other than the waiver of class or consolidated rights are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. If the waiver of class or consolidated rights is found to be unenforceable, then as to the specific dispute in which that ruling of unenforceability was made, this entire Arbitration Agreement shall be unenforceable.
- h. Survival of Agreement. This Arbitration Agreement shall survive the termination of this Contract.
- i. Small Claims Court. Notwithstanding the foregoing, either Property Owner or SANBAG may bring an individual action in small claims court.
- j. Property Owner's Right to Opt Out of Arbitration. Property Owner may opt out of this Arbitration Agreement by sending a written election of the Property Owner's election to do so, signed by all Property Owners, within 15 days of the date of this contract. Such election shall be sent to Attn: SANBAG HERO Program Manager, San Bernardino County [Address].

By initialing below, the Property Owner acknowledges and agrees to the terms set forth in Sections 4, 12 and 13 above.

[PO] Initials: _____	Initials: _____
Initials: _____	Initials: _____

Section 14. Indemnification. The Property Owner agrees to indemnify, defend, protect, and hold harmless SANBAG, the Participating Entity and any and all agents, employees, attorneys, representatives and successors and assigns of SANBAG or the Participating Entity, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with (i) the Property Owner's participation in the HERO Program,

(ii) the Assessment, (iii) the Improvements, or (iv) any other fact, circumstance or event related to the subject matter of this Contract, regardless of whether such losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) accrue before or after the date of this Contract.

The provisions of this Section 14 shall survive the termination of this Contract.

Section 15. Right to Inspect Property. The Property Owner hereby grants SANBAG, its agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Improvements. The Property Owner further hereby grants SANBAG, its agents and representatives the right to examine and copy any documentation relating to the Improvements.

Section 16. Carbon Credits. The Property Owner hereby agrees that any carbon credits attributable to the Improvements shall be owned by the HERO Program.

Section 17. HERO Program Application. The Property Owner hereby represents and warrants to SANBAG that the information set forth in the HERO Program Application submitted to SANBAG in connection with Property Owner's request for financing is true and correct as of the date hereof, and that the representations set forth in the HERO Program Application with respect to the Property and the Property Owner are true and correct as of the date hereof as if made on the date hereof.

Section 18. Amendment. Except as set forth in Section 3 or as provided for in Exhibit A pertaining to a fully executed and final Completion Certificate, this Contract may be modified only by an Addendum (as provided in Section 5) or other written agreement of SANBAG and the Property Owner.

Section 19. Binding Effect; Assignment. This Contract inures to the benefit of and is binding upon SANBAG, the Property Owner and their respective successors and assigns. SANBAG has the right to assign any or all of its rights and obligations under this Contract without the consent of the Property Owner. The obligation to pay the Assessment set forth in this Contract is an obligation of the Property and no agreement or action of the Property Owner will be competent to impair in any way SANBAG's rights, including, but not limited to, the right to pursue judicial foreclosure of the Assessment lien or the right to enforce the collection of the Assessment or any installment thereof against the Property.

Section 20. Exhibits. Exhibits A and B attached to this Contract are incorporated into this Contract by this reference as if set forth in their entirety in this Contract.

Section 21. Severability. If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Contract.

Section 22. Corrective Instruments. SANBAG and the Property Owner agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Contract.

Section 23. Governing Law: Venue. This Contract is governed by and construed in accordance with the laws of the State of California. In the event the Arbitration Agreement in Section 13 is found to be unenforceable or to not apply to a given action, such action must be instituted and proceed in the Superior Court of the County of County of San Bernardino, State of California; provided, however, actions to foreclose delinquent installments of the Assessment will be instituted in the superior court of the County.

Section 24. Counterparts. This Contract may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 25. Monitoring and Recording of Telephone Calls. The HERO Program may monitor and/or record telephone calls for security and customer service purposes. By agreeing to this Assessment Contract the Property Owner agrees to have their telephone calls with the HERO Program monitored and/or recorded.

Section 26. Contract Documents. Property Owner understands and acknowledges that the entire agreement between Property Owner and SANBAG includes each and every document specified in the List of Documents contained in Exhibit B to this Contract (together, the "Contract Documents").

By executing this Contract Property Owner acknowledges and agrees that:

- a. Property Owner has had sufficient time to review and has reviewed each of the Contract Documents and has had the opportunity to ask any questions to SANBAG that the Property Owner may have regarding such Contract Documents.
- b. Property Owner has reviewed, understands and agrees to each and every additional requirement and term contained in Appendix B to the Handbook.
- c. Property Owner has reviewed, understands, agrees to and affirms each and every representation and warranty contained in the Property Owner's application and the Handbook.

Prior to executing this Assessment Contract, I have read and understand (a) the Property Owner's Acknowledgments and Disclosures contained in (a) the Application, (b) this Assessment Contract, (c) the Privacy Notice and (d) the Handbook.

Property Owner must execute and return this Contract to SANBAG at the address set forth in the "Notice Information" section of Exhibit A hereto so that it is received by SANBAG not later than [Contract Due Date]. If the Property Owner fails to return the signed Assessment Contract to SANBAG by the indicated date the HERO Program reserves the right to require the Property Owner to enter into a new Contract. All signatures of the Property Owner must be notarized by a duly licensed notary unless the Property Owner has previously successfully completed the identity verification process approved by SANBAG.

IN WITNESS WHEREOF, SANBAG and the Property Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date. The "Effective Date" is defined as the last date entered with the signatures of the parties below.

Owner 1:

[Property Owner Name], Signature

Date: _____ **Identity Verification Code:** _____
Month/Day/Year

SANBAG: Executive Director and/or his or her designee:

Name (*Please Print*)

SANBAG Signature

Date of Execution by SANBAG

SAMPLE AUGUST 2016

Attachment: SANBAG HERO ASSESSMENT CONTRACT 8-16-2016 (3077 : Amendments to the Form of the Assessment Contract Used for the

EXHIBIT A

DESCRIPTION OF PROPERTY, DESCRIPTION OF THE PRODUCTS, AND NOTICE INFORMATION

Description of Property:

Property Owner Name(s):

Property Address:

APN:

Participating Entity:

Description of Products:

The Products include the following:

PRODUCT #1	
Product Category Type:	High-Efficiency HVAC - Central Air Conditioner

Or similar energy efficient product which is allowed under the HERO Program Guide.

All terms set forth in the fully executed and final Completion Certificate shall supersede and take precedence over any term in this Exhibit A that conflicts with, is not covered by, or is otherwise contrary to, the terms set forth in such Completion Certificate, and such Completion Certificate shall become part of, and be incorporated into, this Exhibit A as if they originally appeared therein.

Notice Information:

San Bernardino Associated Governments
Attn: SANBAG HERO Program Manager
1170 W. 3rd St 2nd Floor
San Bernardino, CA 92410

[PO Name]
[Property Address]

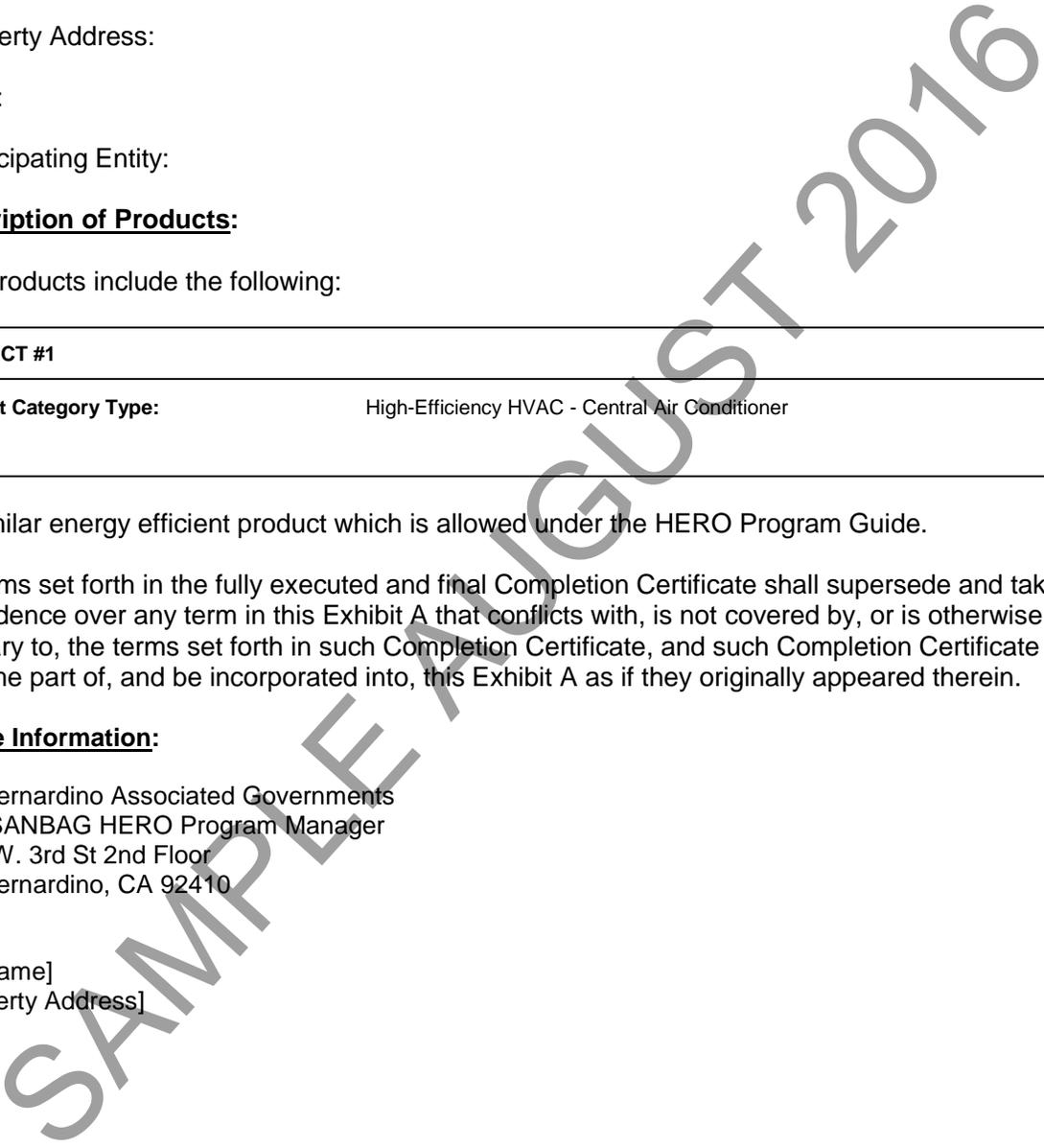


EXHIBIT B

**LIST OF CONTRACT DOCUMENTS, DISBURSEMENT, AND
SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS, INCLUDING PRINCIPAL,
INTEREST AND ANNUAL ASSESSMENT ADMINISTRATIVE FEE**

List of Contract Documents:

The Contract shall consist of the following documents:

- This Contract and the exhibits hereto;
- Any Addendum entered into pursuant to Section 5 hereto;
- The Application;
- The Right to Cancel;
- The Completion Certificate or, pursuant to Section 8, each applicable Completion Certificate;
- The Assessment Cost and Payment Summary;
- The Notice of Assessment;
- The Payment of Contractual Assessment Required;
- The SANBAG HERO Residential Program Handbook;
- The HERO Program website located at <https://www.heroprogram.com>.

Disbursement Amounts:

The "Maximum Disbursement Amount" under this Contract is \$[Qualify Amount], which means that SANBAG shall not disburse any amount that exceeds this figure.

The "Estimated Disbursement Amount" under this Contract is **\$[Estimated Disbursement Amount]**, which was based upon the Improvements and pricing set forth on the table below in this Exhibit B. The Estimated Disbursement Date is [Expiration Date], which date is used in the table below.

Assumptions Applicable to the Schedule of Estimated Maximum Annual Assessment Installments:

The schedule of the estimated maximum Annual Assessment Installments provided in section 3(c) of the Contract is based on the following assumptions:

1. SANBAG disburses the Estimated Disbursement Amount to Owner.
2. Interest totaling a maximum of \$[Estimated Cap I] will accumulate until your first Payment. That amount will be added to Owner's Estimated Disbursement Amount.
3. SANBAG disburses to Owner on the Estimated Disbursement Date.
4. The Assessment Interest Rate is [Interest Rate]%.
5. The Annual Percentage Rate (APR) of your assessment is [APR]%. APR is the annual interest rate you will actually pay on your assessment, including fees required in order to participate in the HERO Program.
6. The total administrative fees, recording fees and annual assessment added to your assessment is \$[Estimated Fees].

Prepayment:

You have a right to pay off your assessment lien amount at any time in full, or in any amount of at least \$2,500 pursuant to Section 3(e) of the Assessment Contract. However, if you do so, you will have to pay the principal amount of the assessment to be prepaid ("Assessment Prepayment Amount") and interest on the Assessment Prepayment Amount to the second business day of the second month following the date the prepayment is made.

SAMPLE AUGUST 2016

Minute Action

AGENDA ITEM: 8

Date: *September 14, 2016*

Subject:

Authorize the Issuance of Bonds for Certain Solar Projects and Increase the Maximum Term to 25 Years

Recommendation:

That the General Policy Committee recommend the Board approve Resolution No. 17-007 authorizing the issuance of bonds to finance the installation of solar systems and increasing the maximum term from 20 years to 25 years for improvements that have a useful life of 25 years or more.

Background:

In October 2013, the Board of Directors approved a Property Assessed Clean Energy (PACE) program for both residential and commercial properties throughout San Bernardino County. That program is known as the HERO Program. The changes that would be enabled by this resolution will open up the HERO Program to be able to finance more solar leases and power purchase agreements (PPAs).

Solar projects continue to be a popular project type, accounting for over 23% of HERO Projects in San Bernardino County. There are two main options for consumers who want to install solar on their property. They can either become the owner of the system by purchasing it, or they can enter into an agreement to make payments to a third party system owner. These third party owned agreements can be structured as a lease or a power purchase agreement (collectively, Solar Agreement). In California, the most popular option for solar for residential property owners are these solar agreements (approximately 65%). The proposed changes would allow SANBAG the ability to issue bonds specifically to finance residential solar leases and power purchase agreements and would open up the HERO Program to assist more property owners' going solar for lower costs.

Currently, the HERO Program finances the purchase of solar system installations. For the purchase of a system, the HERO Program will finance the full cost of the system and the property owner will be responsible, as the system owner, for all system maintenance. For the contemplated pre-paid Solar Agreement, the HERO Program finances the prepayment of the obligation; and the property owner gets a lower cost and is not responsible for the maintenance. This resolution would allow SANBAG to create a separate tranche of bonds that would fund solar installations that will be owned by the company (third party) that enters into the Solar Agreement with the property owner.

From the consumer's perspective, there is no difference in how this financing process works over the current system. They still have a contractual assessment on their property that they pay back

Entity: COG

over time on their property tax bill. In addition to the contractual assessment, they have a Solar Agreement with a company that owns the solar panels on their property and is responsible for maintenance and upkeep. The value of this arrangement is that the amount that the property owner borrows from the HERO Program is lower than the purchase option because the third party owner is reducing the cost of the system (as compared to a purchase) due to their receipt of tax benefits. Furthermore, the third party owner will pay the HERO closing costs and capitalized interest due for the period between system installation and first tax payment.

Solar leases and PPAs are popular because property owners can get solar for lower costs and transfer the obligation for maintenance to the company that owns the equipment. The solar company third party owners are able to take advantage of a 30% Investment Tax Credit and accelerated depreciation, which is not realized by many homeowners. These tax advantages are factored into the Solar Agreement resulting in a lower overall cost to the homeowners.

Resolution No. 17-007 accomplishes the following:

- Authorizes the issuance of bonds in an amount not to exceed \$200 million.
- Increases the allowable maximum term from 20 years to 25 years for improvements that have a useful life of 25 years or more.
- Approves the form of the Master Indenture and Supplemental Master Indenture in substantially the form on file with the Clerk of the Board and authorizes the Executive Director or designee to make changes as necessary with the review and concurrence of Bond Counsel.
- Authorizes the Executive Director to execute the final forms of the Master Indenture and Supplemental Indenture.
- Authorizes the negotiated sale of the bonds to Renovate America, Inc. or the Solar Provider as assignee.
- Appoints the Deutsche Bank National Trust Company as the Trustee.
- Makes clear that these bonds are not obligations of SANBAG or its members pursuant to Streets and Highways Code Section 8769.

Because this action can provide a way for property owners to get solar power for their homes at a lower cost, staff is recommending approval.

Financial Impact:

This item is consistent with the adopted SANBAG budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG's General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
 General Policy Committee
 Date: September 14, 2016

Witnessed By:

RESOLUTION NO. 17-007**RESOLUTION OF THE BOARD OF DIRECTORS OF SAN BERNARDINO ASSOCIATED GOVERNMENTS AUTHORIZING THE FINANCING OF CERTAIN SOLAR IMPROVEMENTS AND AUTHORIZING A MAXIMUM TERM OF THE BONDS OF TWENTY-FIVE YEARS**

WHEREAS, pursuant to Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”), the Joint Exercise of Powers Agreement of the San Bernardino Associated Governments (“SANBAG”), originally made and entered October 17, 1975, as further amended to date, and each separate Memorandum of Understanding by and between SANBAG and those parties to the Joint Powers Agreement (each, a “Participating Party”) that have elected to participate in the implementation of a property assessed clean energy (“PACE”) program to finance the installation of distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure, SANBAG has undertaken proceedings to establish and has established such a PACE program to be known as the “SANBAG HERO Program” (the “HERO Program”), to assist property owners within the jurisdictional boundaries of each Participating Party (the “Program Area”) with the cost of installing distributed generation renewable energy sources, energy or water efficient improvements or electric vehicle charging infrastructure (the “Authorized Improvements”) that are permanently fixed to their property; and

WHEREAS, on February 6, 2013, the Board of Directors of the San Bernardino Associated Governments (the “Board of Directors”) adopted Resolution No. 13-038, entitled “Resolution of the Board of the San Bernardino Associated Governments Declaring its Intention to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure Through the Use of Voluntary Contractual Assessments Pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code and Setting a Public Hearing Thereon” (the “Resolution of Intention”), to initiate such proceedings to establish the HERO Program; and

WHEREAS, by the adoption of the Resolution of Intention, the Board of Directors provided that one or more series of limited obligation improvement bonds may be issued under the Improvement Bond Act of 1915, Division 10 of the Streets and Highways Code of California (the “Bond Act”) and Chapter 29 to represent voluntary Contractual Assessments (defined below) or other financing relationships would be entered to finance such assessments; and

WHEREAS, on March 6, 2013, after holding a duly noticed public hearing at which interested persons were allowed to object to or inquire about the proposed HERO Program, the report prepared pursuant to Sections 5898.22 and 5898.23 of Chapter 29 addressing all of the matters required to be included therein (the “Program Report”) or any of its particulars, the Board of Directors adopted Resolution No. 13-044, entitled “Resolution Confirming the Report Relating to the Financing of the Installation of Distributed Generation Renewable Energy

Sources, Energy Efficiency and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving and Ordering Other Related Matters,” (the “Resolution Confirming Program Report”), pursuant to which the Board of Directors, among other things, (i) confirmed and approved the Program Report, (ii) established the HERO Program and (iii) approved the form and authorized execution of agreements (“Assessment Contracts”) with the owners of property located within the boundaries of the Program Area to provide for the levy of such voluntary contractual assessments (the “Contractual Assessments”) to finance installation of Authorized Improvements; and

WHEREAS, pursuant to Chapter 29 and the Resolution Confirming Program Report, SANBAG is authorized to (i) enter into Contractual Assessments to finance the installation of Authorized Improvements on parcels in the Program Area that are deemed “Residential” as such term is defined in the Program Report (“Residential Parcels”) and (ii) enter into Contractual Assessments to finance the installation of Authorized Improvements on parcels in the Program Area that are deemed “Commercial” as such term is defined in the Program Report (“Commercial Parcels”); and

WHEREAS, on March 6, 2013, the Board of Directors also adopted its Resolution No. 13-405 entitled “Resolution of the Board of Directors of the San Bernardino Associated Governments Authorizing Issuance of the Limited Obligation Improvement Bonds, Approving and Directing the Execution of Related Documents and Approving Related Actions” (the “Original Resolution of Issuance”), pursuant to which, the Board of Directors, among other actions, (a) authorized the issuance of one or more series of limited obligation improvement bonds pursuant to Chapter 29 and the Improvement Bond Act of 1915, being Division 10 of the Streets & Highways Code of California (the “Bond Act”), upon the security of voluntary contractual assessments levied on Residential parcels only, (b) provided that each series of such bonds would be issued pursuant to a Master Indenture (each, an “Original Master Indenture”), as supplemented by one or more Supplemental Indentures (each, a “Original Supplemental Indenture”) and (c) limited the term of such series of bonds to 20 years; and

WHEREAS, the Original Resolution of Issuance further provided that SANBAG shall not issue a series of such bonds until such time as the Board of Directors has approved the issuance thereof and the terms of the sale thereof at a meeting of the Board of Directors, such meeting to be a regular meeting held pursuant to Government Code Section 54954 and the conditions for issuance of such bonds set forth in the applicable Master Indenture have been satisfied; and

WHEREAS, subsequent to the adoption of the Original Resolution of Issuance, a judicial validation action was, at the direction of the Board of Directors, prepared, filed and prosecuted in the Superior Court of the County of San Bernardino as *San Bernardino Associated Governments v. All Persons Interested, etc.*, Case No. CIVDS 1305664 (the “Validation Action”) to judicially validate, among other matters, the Original Resolution of Issuance and the issuance of bonds pursuant thereto (collectively, the “Validation Matters”); and

WHEREAS, on August 26, 2013, judgment was entered in the Validation Action (“Validation Judgment”) ordering, adjudging and decreeing, among other things, that the bonds authorized by the Original Resolution of Issuance constitute legal, valid, and binding obligations enforceable in accordance with their terms; and

WHEREAS, on October 2, 2013, the Board of Directors approved Resolution No. 14-003 authorizing the issuance of limited obligation improvement bonds to be designated as the “San Bernardino Associated Governments Limited Obligation Improvement Bonds (SANBAG HERO Program) (First Residential Property Tranche) (the “Bonds”) in one or more series (each such series of Bonds referred to as a “Series”) pursuant to Chapter 29 and the 1915 Act, in an amount not to exceed \$300,000,000, which was increased to \$600,000,000 (the “Maximum Bond Authorization”) pursuant to the adoption of Resolution No. 16-024 on May 4, 2016; and

WHEREAS, Section 5899.2 of Chapter 29 authorizes the financing the installation of distributed generation renewable energy sources (each, a “Solar System”) attached to a residential parcel pursuant to a power purchase agreement or a lease (each, a “Solar Agreement”) between the owner of such system (each, a “Solar System Provider”) and the owner of the assessed property, if the Solar Agreement complies with the provisions of Section 5899.2;

WHEREAS, as a result of the uniqueness of the requirements of Section 5899.2 applicable to the installation of Solar Systems and to facilitate the participation of Solar Providers in the HERO Program, the Board of Directors and Renovate America have determined that it would be in the best interests of the HERO Program to provide for the issuance of limited obligation improvement bonds pursuant to the Improvement Bond Act of 1915 (the “1915 Act”) and Chapter 29 to finance the installation of Solar Systems installed or caused to be installed by individual Solar Providers pursuant to Solar Agreements by and between the owners of the Participating Parcels upon which such Solar Systems are to be installed and the individual Solar Providers;

WHEREAS, there has been submitted to the Board of Directors forms of a Master Indenture and a Supplemental Indenture providing for the issuance of limited obligation improvement bonds to be designated as the “San Bernardino Associated Governments Limited Obligation Improvement Bonds (HERO Program) (<Name of Solar Provider> Solar System Tranche – Phase One) (the “Limited Obligation Improvement Bonds” or “LOI Bonds”) in one or more series (each such series of bonds referred to as a "Series") pursuant to Chapter 29, the 1915 Act, this resolution and the use of the proceeds of such bonds to finance the installation of Solar Systems provided by individual Solar Providers pursuant to Solar Agreements on Participating Parcels that are participating in the one of the HERO Programs and are located in the jurisdiction of one of the HERO Program in which such HERO Program has been implemented, and this Board of Directors, with the aid of its staff, has reviewed those documents and found them to be in proper order; and

WHEREAS, the SANBAG staff and the SANBAG HERO financing team have advised the Board of Directors that the projected volume of Limited Obligation Improvement Bonds to be issued to finance the Solar Systems installed by individual Solar Providers pursuant to Solar Agreements will be such that such Solar Providers, as the owners of such bonds, will desire to undertake securitization of such bonds thereby necessitating the approval of multiple master indentures on a regular basis as such securitizations occur and have recommended that the Board of Directors delegate to the Executive Director, or any designee of the Executive Director, the authority to approve, subject to the review of and concurrence by Best Best & Krieger LLP, as bond counsel to SANBAG for the HERO Program (“Bond Counsel”), a new master indenture for each new tranche of such bonds substantially in the form of the master indenture presented to and approved by the Board of Directors by adoption of this Resolution in order to facilitate the ongoing issuance of such bonds and administration thereof and the subsequent securitization thereof; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Limited Obligation Improvement Bonds exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including Chapter 29 and the 1915 Act;

WHEREAS, currently the maximum term of the bonds issued under the HERO Program is 20 years, however, the useful life of Solar Systems and certain other Authorized Improvements may be in excess of 20 years;

WHEREAS, Section 6462 of the California 1915 Act authorizes the maximum term of bonds issued under such act to be 25 years; and

WHEREAS, the SANBAG staff and SANBAG HERO financing team have advised the Board of Directors that authorizing the maximum term of the bonds to 25 years for Solar Systems and Authorized Improvements that have a useful life of 25 years or greater would be beneficial to the HERO Program;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Bernardino Associated Governments as follows:

Section 1. Authorization of the Issuance of the Bonds. The Board of Directors hereby authorize the issuance of one or more Series of the Limited Obligation Improvement Bonds under and pursuant to Chapter 29, the 1915 Act and this Resolution in the maximum aggregate principal amount not to exceed \$200,000,000 to finance the installation of Solar Systems to be installed or caused to be installed on Participating Parcels by Solar Providers.

Section 2. Approval of Master Indenture and Supplemental Indenture. With respect to the Limited Obligation Improvement Bonds to be issued on or after the effective date of this Resolution, the Board of Directors hereby approve the form of the master indenture (the “Initial Master Indenture”) substantially in the form on file with the Secretary,

together with any changes therein and additions thereto approved by the Executive Director, or any designee of the Executive Director (each, an “Authorized Representative”) and reviewed and concurred in by Bond Counsel, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Board of Directors hereby authorizes and directs an Authorized Representative to execute the final form of the Initial Master Indenture for and in the name of SANBAG for each Series (as defined in the Initial Master Indenture) of the Limited Obligation Improvement Bonds. The Board of Directors hereby authorizes the delivery and performance of the Initial Master Indenture for each Series of the Limited Obligation Improvement Bonds.

The Board of Directors hereby approves the form of the Supplemental Indenture (as defined in the Initial Master Indenture) substantially in the form contained in the Initial Master Indenture, together with any changes therein or additions thereto approved by an Authorized Representative and reviewed and concurred in by Bond Counsel, required for the issuance of each Initial LSOI Bond, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Board of Directors hereby authorizes and directs an Authorized Representative to execute the final form of each Supplemental Indenture for and in the name of SANBAG for each Series of Limited Obligation Improvement Bonds. The Board of Directors hereby authorizes the delivery and performance of each Supplemental Indenture for each Series of Limited Obligation Improvement Bonds.

The Board of Directors hereby approves the Initial Master Indenture to finance the installation of Solar Systems provided by Lifestyle Energy Financial, LLC (“Lifestyle”) through Solar Agreements entered into by Lifestyle and the owners of Participating Parcels that elect to finance such installation of Solar Systems through Lifestyle.

The Board of Directors hereby delegates to the Executive Director the authority to approve an Initial Master Indenture for such other Solar Providers as the Executive Director determines to be in the best interests of the HERO Program.

Section 3. Closure of the Initial Limited Obligation Improvement Bonds. The Executive Director or another Authorized Representative is hereby authorized to order the closure of an Initial Master Indenture and direct that no further bonds be issued pursuant to such master indenture by delivering an Officer’s Certificate (as defined in the Initial Master Indenture) to the Trustee to such effect.

Section 4. Delegation of Authority to Approve Additional Master Indentures and Order the Closure of such Master Indentures. With respect to additional future Limited Obligation Improvement Bonds to be issued following the closure of an Initial Master Indenture (each, “Future Limited Obligation Improvement Bonds”) to be issued on or after the effective date of this Resolution, the Board of Directors hereby delegate to the Executive Director or another Authorized Representative the authority to approve the master indenture for each such tranche of bonds (each, a “Future Master Indenture”) so long as such master

indenture is substantially in the form of the Initial Master Indenture, together with any changes therein and additions thereto approved by the Executive Director, or another Authorized Representative, and reviewed and concurred in by Bond Counsel, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Board of Directors hereby authorize and directs an Authorized Representative to execute the final form of each such Future Master Indenture for and in the name of SANBAG for each series of the Future Limited Obligation Improvement Bonds authorized to be issued pursuant to such Future Master Indenture. The Board of Directors hereby authorize the delivery and performance of such Future Master Indenture for each series of such Future Limited Obligation Improvement Bonds.

The Board of Directors hereby delegates to the Executive Director or another Authorized Representative the authority to approve each supplemental indenture required for the issuance of each series of such Future Limited Obligation Improvement Bond (each, a “Future Supplemental Indenture”) pursuant to the applicable Future Master Indenture, together with any changes therein and additions thereto approved by the Executive Director, or another Authorized Representative, and reviewed and concurred in by Bond Counsel, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Board of Directors hereby authorizes and directs an Authorized Representative to execute the final form of each Future Supplemental Indenture for and in the name of SANBAG for each series of Future Limited Obligation Improvement Bonds. The Board of Directors hereby authorizes the delivery and performance of each such Future Supplemental Indenture for each series of Future Limited Obligation Improvement Bonds.

Proposed provisions of any Future Master Indenture that constitute substantive revisions to the Initial Master Indenture shall be subject to the approval of the Board of Directors.

The Executive Director or another Authorized Representative is hereby authorized to order the closure of any Future Master Indenture and direct that no further bonds be issued pursuant to such master indenture by delivering a certificate of SANBAG to such effect as provided for in the applicable Future Master Indenture to the trustee under such Future Master Indenture.

Section 5. Sale of the Limited Obligation Improvement Bonds. SANBAG Board of Directors hereby authorizes the negotiated sale of the Limited Obligation Improvement Bonds to Renovate America, Inc. or the Solar Provider, as assignee thereof approved by Executive Directors (the “Limited Obligation Improvement Bonds Purchaser”) provided that the conditions for issuance of each such Limited Obligation Improvement Bond set forth in the applicable Master Indenture and the applicable Supplemental Indenture have been satisfied. Each Limited Obligation Improvement Bond shall be sold to the Limited Obligation Improvement Bonds Purchaser pursuant to the applicable Master Indenture and the Supplemental Indenture applicable to such bond or Series thereof. The Board of Directors hereby delegates to the Executive Director or another Authorized

Representative the authority to establish and agree with the Limited Obligation Improvement Bonds Purchaser to the final terms for each Limited Obligation Improvement Bond or Series thereof including, but not limited to, the principal amount thereof, the interest rate on such Limited Obligation Improvement Bond or Series thereof and the redemption provisions.

Section 6. Appointment of Trustee. Deutsche Bank National Trust Company is appointed as Trustee pursuant to each Master Indenture and each Supplemental Indenture, to take any and all actions provided for therein to be taken by the Trustee.

Section 7. Form of Limited Obligation Improvement Bonds. The form of Limited Obligation Improvement Bonds as set forth in the form of each Supplemental Indenture is approved. The Treasurer of SANBAG and the Secretary of the Board of Directors are authorized and directed to execute by manual or facsimile signature, in the name and on behalf of SANBAG, the Limited Obligation Improvement Bonds in either temporary or definitive form and to deliver or cause the delivery of each Limited Obligation Improvement Bond to the applicable Limited Obligation Improvement Bonds Purchaser pursuant to the applicable Master Indenture.

Section 8. No Obligation of SANBAG or its Regular Members. Pursuant to Streets and Highways Code Section 8769, this Board of Directors does hereby determine that SANBAG will not obligate itself to advance funds from the SANBAG treasury to cure any deficiency in the Redemption Fund (as such term is defined in the applicable Master Indenture) for the Limited Obligation Improvement Bonds established pursuant to such Master Indenture. The Board of Directors further declares and determines that no Regular Member shall be obligated to advance funds from the treasury of such Regular Member or Associate Member to cure any such deficiency in such Redemption Fund.

Section 9. Conditions of Approval. The approvals, authorization and direction given by this Resolution are conditioned upon the satisfaction of the requirements of hereof and of each Master Indenture with respect to the issuance and sale of the Limited Obligation Improvement Bonds. The Authorized Officers and shall not take any action with respect to the execution and delivery of a Supplemental Indenture or the issuance, sale or delivery of any Limited Obligation Improvement Bond unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions as to any Limited Obligation Improvement Bond, this Resolution shall be fully effective and shall be carried out as to such Limited Obligation Improvement Bonds without the further approval or action of the Board of Directors.

Section 10. Official Actions. Each Authorized Representative is hereby authorized and directed, for and in the name and on behalf of SANBAG, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the issuance and sale of the Limited

Obligation Improvement Bonds and any of the other transactions contemplated by the documents approved pursuant to this Resolution. All actions heretofore taken by the officers and agents of SANBAG with respect to the establishment of the HERO Program and the sale and issuance of the Limited Obligation Improvement Bonds are hereby approved, confirmed and ratified.

Section 11. The Board of Directors hereby authorizes the maximum term of the bonds to be 25 years for Solar Systems and Authorized Improvements having a useful life of 25 years or more. Each Authorized Representative is hereby authorized to amend the Program Report and any and all agreements and documents to reflect such authorization.

Section 10. Effective Date. This Resolution shall take effect upon the date of its adoption.

PASSED AND ADOPTED at a Meeting of the Board of Directors of the San Bernardino Associated Governments held this ___ day of _____, 2016.

Robert A. Lovingood, President

ATTEST:

Vicki Watson,
Clerk of the Board

Attachment: 17-007 Resolution Authorizing an Increase in Maximum Bond Authorization-c1 [Revision 1] (3079 : Authorize the Issuance of

Minute Action

AGENDA ITEM: 9

Date: *September 14, 2016*

Subject:

State and Federal Legislative Platform Update

Recommendation:

- A. Receive verbal update on End of Session legislative activities and bills of interest.
- B. Request input on the 2017/2018 State and Federal Legislative Platforms.

Background:

SANBAG's 2015-2016 State and Federal Legislative Platforms were adopted on November 5, 2015 in preparation for the 2015-2016 State Legislative Session and the 114th Congress. In recognition of the two-year legislative cycle, the platforms were adopted with the intent to guide staff's analyses and recommendations on legislative and regulatory items under consideration through December 2016.

In July 2015, the SANBAG Board of Directors further authorized the Legislative Ad Hoc Committee (comprised of the Board President, Vice President/General Policy Committee Chair, and Immediate Past President) to take positions on state legislation on behalf of the Board of Directors when that proposed position is consistent with the current adopted legislative platform. The positions taken by the Legislative Ad Hoc Committee are then presented to the General Policy Committee at the next meeting. Bills that are particularly noteworthy or fall outside of the scope of the legislative platform are taken through the Board and Committee process for action.

The platforms have served as the foundation for understanding the perspective of the SANBAG Board of Directors on various key issues that are anticipated to be considered during the course of the legislative session. The platforms are periodically updated to coincide with the beginning of a new two-year session to reflect new issues, updates to existing issues, and removal of issues no longer under consideration.

Staff will work internally to prepare revised, draft State and Federal Legislative Platforms to be presented to the General Policy Committee for feedback, and distribute the draft documents to additional stakeholders for input. This process will allow for feedback on existing platform items and for consideration of any proposed additions to the platforms. Following this outreach, proposed 2017-2018 final Platforms will be presented to the General Policy Committee and Board of Directors for consideration.

The 2015-2016 platforms are provided as a tool to solicit comments and suggestions for next year's platform. The State Legislative Platform is included as Attachment A and Federal Legislative Platform is included as Attachment B.

Entity: CMA, COG, CTA, CTC, SAFE

General Policy Committee Agenda Item
September 14, 2016
Page 2

Financial Impact:

This item has no impact on the Fiscal Year 2016/2017 SANBAG Budget

Reviewed By:

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

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
General Policy Committee
Date: September 14, 2016

Witnessed By:

SANBAG 2015-2016 State Legislative Platform

The legislative platform serves as the basis to proactively engage in policy and legislative initiatives that will enable the San Bernardino Associated Governments (SANBAG) to deliver projects and programs that meet the needs of our region. This document also guides staff recommendations to the SANBAG Board of Directors on state legislative, regulatory, and administrative matters that are anticipated to be addressed in the coming legislative session.

SANBAG will collaborate with regional and statewide stakeholder groups to advance the legislative program including, but not limited to, the Southern California Consensus Group, Mobility 21, California Association of Councils of Governments, the Self-Help Counties Coalition, the California Transit Association, the Southern California Regional Rail Authority, and the High Desert Corridor Joint Powers Authority.

Key Issues

In the coming legislative session, SANBAG anticipates a number of key issues to be considered including initiatives related to Cap and Trade funding distributions and innovative project delivery mechanisms.

Cap and Trade

- a) Support the use of auction revenue from fuels to implement the AB 32 regulatory program and Sustainable Communities Strategies as required under SB 375 to reduce greenhouse gas (GHG) emissions from transportation allowing for local flexibility on project selection, considerations of the cost-effectiveness and technological feasibility, and promote innovation, collaboration, economic development and sustainability.
- b) Continue to advocate that project funding determinations be targeted at the regional, level reflecting each region's transportation funding structures under statewide criteria for evaluating GHG impacts.
- c) Support actions that assist local governments with meeting regional GHG reduction goals including, but not limited to, grants, incentive funding, and economic development tools that support transit oriented development.
- d) Support an implementation program that includes a performance-based approach to maximize regional flexibility with improved modeling and verification systems to ensure effective results.
- e) Advocate that the distribution of funds arising from transportation sources should fund a broad array of projects that are geographically balanced rather than focus exclusively on a single or limited set of specified projects.

Innovative Project Delivery

SANBAG will advocate that innovative financing opportunities remain available for county transportation commissions to leverage local dollars, accelerate construction and job creation, and provide mobility options for the traveling public.

- a) Support the consideration of public-private partnerships (P3s) in the development of transportation improvements.
- b) Work to ensure that existing innovative project delivery methods such as design-build, construction manager/general contractor, and other tools are available and effective for a broad variety of projects including highways, transit, and local streets and roads.

- c) Support measures that expand the use of design-build and P3s, with expanded flexibility, reduced multi-level approval and reporting requirements for projects that are largely locally funded or locally controlled, and an extended timeline for use of the authority.
- d) Advocate for reforms to ensure projects are delivered faster, with increased flexibility and better coordination.
- e) Support legislation and/or administrative reforms to enhance project delivery, including contracting out to the private sector, as appropriate.
- f) Oppose efforts to impose additional mandates, hurdles, and requirements, beyond those already in existence, on lead agencies using alternative project delivery mechanisms.
- g) Projects selected for alternative project delivery mechanisms should be based on locally driven alternatives and needs and should not require state approval when funded primarily with local funds.
- h) Support process and timeline improvements to reduce the overall state review time.
- i) Support efforts to ensure the streamlining provisions of MAP-21 are implemented in a timely manner and in a way that provides the maximum benefit to project delivery schedules.
- j) Oppose efforts to impose state requirements without the consent of the local agency for the expenditure of locally raised revenues, including Measure I and potential toll revenues.
- k) Oppose legislation that seeks to divert local revenues for state purposes.
- l) Support efforts to preserve local flexibility in the administration of toll facilities.
- m) Oppose any requirements to allow specific vehicle classes to have unrestricted access to carpool or toll facilities.

I. State/Local Fiscal Issues

- a) SANBAG will advocate for stable State funding, indexed for population growth, for transportation projects in San Bernardino County.
- b) Oppose unfunded mandates on local governments.
- c) Support priority state funding for projects supported by voter-approved transportation local sales tax measures.
- d) Support efforts to maintain and protect transportation and transit funding as approved under the gas tax swap and as protected under Proposition 22. Oppose the diversion of transportation revenues for non-transportation purposes.
- e) Oppose efforts to link existing transportation funding sources to the achievement of AB 32 objectives. Such priorities should be funded with new or enhanced funding sources rather than the reprioritization of existing, already oversubscribed sources.
- f) Support budget and California Transportation Commission allocations to fully fund projects for San Bernardino County included in the State Transportation Improvement Program, State Highway Operation and Protection Program, bond programs, and the Measure I Expenditure Plan.
- g) Support the implementation of Moving Ahead for Progress in the 21st Century (MAP-21) in an equitable manner at established funding levels with respect for the roles and responsibilities in existence in each region guiding project selection and discretion in allocation decisions.
- h) Support retention of decision making, project selection, and funding authority at the county transportation commission level governing the use of all related funding sources.
- i) Oppose legislative or regulatory actions that rely on regional transportation agencies to raise revenue for transportation or planning purposes.
- j) Support legislation to provide funding for innovative, intelligent/advanced transportation, goods movement, demand management, active transportation, and air quality programs which relieve congestion, improve air quality, and enhance economic development.

- k) Oppose an unreasonable increase in the administrative fees levied by the Board of Equalization for the collection and administration of county transportation sales tax measures and seek relief if necessary.
- l) Support state policies that assure timely allocation of transportation revenue and allow for regions to advance projects with local funds as needed.
- m) Support legislation that will incentivize counties without a voter approved tax measure for transportation to become “self-help” counties and recognizes/rewards the investment in the state’s transportation system made by self-help counties.
- n) Support the resolution of outstanding Buy America implementation issues to ensure that projects are able to move forward without unreasonable delays and cost increases.

II. Council of Governments

- a) Support local control of the Ontario International Airport in recognition of the benefits of goods movement and passenger travel to San Bernardino County and the Inland Empire.
- b) Support efforts for Council of Government development and funding.
- c) Monitor legislation related to incentives for the development of affordable housing and transit-oriented developments
- d) Support legislative and regulatory actions that incentivize the attraction, retention, and growth of businesses and employment in San Bernardino County.

III. Goods Movement

- a) Support the development of the state freight plan, which recognizes the unique needs of San Bernardino County and its significant role in freight movement. The plan should not only recognize the economic benefits of the freight industry but should also include proposals to mitigate the associated congestion, air quality and community impacts and a recognition of the regions parallel transportation systems through a corridor based approach.
- b) Support legislation that reduces freight-related impacts to San Bernardino County, including a particular focus on impacts to disadvantaged communities.
- c) Ensure that goods movement project selection and prioritization authority is maintained at the local level.
- d) Monitor any state container fee legislation to ensure that San Bernardino County goods movement projects are funded and that San Pedro Bay Ports are not placed at a competitive disadvantage that would harm the overall Southern California economy.
- e) Oppose legislation that allows triple trailers in urbanized areas of San Bernardino County because of safety concerns, with the exception of border cities and/or bump stations, or dedicated truck lanes (e.g. Barstow/Needles).
- f) Support legislation to reduce road damage from heavy trucks by reduced axle loading rather than an exclusive focus on gross vehicle weight.
- g) Support recognition of the importance of San Bernardino County to the overall goods movement systems as part of any investment plan.
- h) Support freight-related funding programs similar to the Trade Corridor Improvement Fund, providing such a program would not divert funding from existing transportation programs.

IV. Energy, Air Quality & the Environment

- a) Support incentives to transition to alternative fuels and electric vehicles (EVs), including tax benefits and other incentives.
- b) Support cost effective and technologically feasible conversion and replacement of public transit fleets to alternative fuels and EVs.

- c) Support programs to provide refueling/recharging infrastructure for alternative fuel or electric vehicles.
- d) Support Property Assessed Clean Energy (PACE) program financing.
- e) Support utility planning and upgrades to electrical infrastructure in support of fleet conversion and possible rail electrification programs.
- f) Monitor regional proposals aimed at Cap and Trade and its focus on infrastructure impacts.
- g) Support maximum regional project selection capabilities for Active Transportation Projects.
- h) Continue to support the independence of the Mobile Source Air Pollution Reduction Review Committee, and the protection of AB 2766 funding.
- i) Oppose legislative action that would reduce SANBAG's discretion in allocating Congestion Mitigation and Air Quality (CMAQ) funds.
- j) Work in partnership with the South Coast Air Quality Management District and the Mojave Desert Air Quality Management District to promote job creation and retention, protect the public health, and work to improve the overall quality of life for San Bernardino County residents.
- k) Support legislation to streamline the environmental review and project development process to avoid potentially duplicative and unnecessary steps, while maintaining critical environmental protections.
- l) Partner with key stakeholders to advocate for the postponement of federal air quality standard deadlines in the South Coast Basin in order to allow for a more realistic implementation timeframe given the current forecast of available technology and funding options.
- m) Support revisions to the California Environmental Quality Act (CEQA) that expedite project delivery while maintaining critical environmental protections.
- n) Support a review of existing state and federal environmental and planning laws to reduce unnecessary and duplicative provisions.
- o) Oppose additional CEQA review and process requirements that delay projects and increase costs while achieving little to no additional environmental benefits.
- p) Oppose provisions that allow the CEQA process to be used to achieve non-environmental goals or to slow or delay projects that otherwise meet adopted environmental standards and include required mitigation measures.

V. Highways & Roads

- a) Support current program funding for Freeway Service Patrol, ride-sharing and call boxes, consistent with the level of growth and utilization.
- b) Support equitable funding and resources for San Bernardino County freeway landscaping and maintenance.
- c) Monitor the use of National Environmental Policy Act oversight authority delegated to the California Department of Transportation to ensure that local and state projects are receiving equal benefits and reduced project review times.
- d) Participate in studies of market-based pricing measures to relieve traffic congestion, improve air quality and/or fund transportation alternatives.
- e) Encourage the new State Transportation Agency to develop a mechanism for reporting on the performance of the new agency and the quality of the state and local project delivery programs and services, particularly in light of new requirements to locally fund state services such as oversight, project initiation documents, and other items.
- f) Monitor the implementation of the California Transportation Infrastructure Priorities (CTIP) and State Smart Transportation Initiative (SSTI) programs. Oppose any efforts to shift local funding to interregional and statewide needs, the possible restructuring of the STIP allocation process to shift funds away from local agencies, and any efforts to impede or remove local flexibility and control over local revenues, and project selection/administration authority.

VI. Transit & Commuter Rail

- a) Advocate that transit operations continue to have a strong state funding role as a vital service that improves mobility and helps meet federal and state mandates.
- b) Oppose additional requirements for increased service levels unless they are agreed to by the transit operator or appropriately funded.
- c) Advocate for a safe, appropriately funded, and growing bus and rail system in Southern California with equitable distribution of funds and flexibility in the administration of the programs to meet the needs of each region.
- d) Support state funding for Positive Train Control.
- e) Support legislation and programs that facilitate (or remove obstacles to) transit oriented development near rail and bus rapid transit stations.
- f) Advocate for high speed, and higher speed, rail investment in San Bernardino County and connectivity with local and regional transit.
- g) Support increased funding for higher speed commuter rail and improved transit connectivity as feeder services for High Speed Rail (HSR).
- h) Assure a SANBAG role in the planning for HSR and advocate for the full evaluation of all viable routes serving San Bernardino County before a final alternative is chosen.
- i) Advocate priority for the L.A.-San Diego via the Inland Empire HSR route.
- j) Advocate to secure funding for the completion of all connectivity projects complementary to the development of HSR.
- k) Support incentives for ridesharing and/or reimbursement for transit passes.
- l) Support state funding for commuter rail operations.
- m) Support appropriate funding levels from state sources to support transit operations that help to achieve AB 32 and SB 375 goals. The state should also recognize that, absent a new source of state funding, agencies will be unable to fully fund the level of service required to meet those goals in the future.
- n) Oppose legislation that seeks to mandate that SANBAG fund or operate specific transportation projects in San Bernardino County.
- o) Advocate to preserve SANBAG's decision making authority over transportation projects that are constructed and operated in San Bernardino County.
- p) Oppose all efforts that threaten the viability of SANBAG's Measure I Transit Program by requiring uncontrolled expenditures on an individual project or group of projects.
- q) Ensure that planning efforts for major transit investments in San Bernardino County should be done by or in consultation with SANBAG.
- r) Work with stakeholders to update bus axle weight standards.

VII. General

- a) Oppose legislation that could threaten the timely delivery of projects in the Measure I Expenditure Plan or interferes with the authority to administer any Measure I programs and services.
- b) Oppose legislative and regulatory efforts to reduce SANBAG's ability to efficiently and effectively contract for goods and services, conduct business for the good of the organization, and limit or transfer risk or liability.
- c) Monitor changes to the Brown Act that relate to the use of new technologies for communication with the public and with members of the Board of Directors, as well as changes to legislation related to public records and information requests.

SANBAG 2015-2016 Federal Legislative Platform

The legislative platform serves as the basis to proactively engage in policy and legislative initiatives that will enable the San Bernardino Associated Governments (SANBAG) to deliver projects and programs that meet the needs of our region. This document also guides staff recommendations to the SANBAG Board of Directors on federal legislative, regulatory, and administrative matters that are anticipated to be addressed.

SANBAG will continue to partner with public and private sector entities to support common objectives in Washington DC and foster the unity of the Southern California region.

I. Funding

- a) Seek the highest level of federal transportation dollars to California and San Bernardino County for SANBAG projects and programs including, but not limited to: interstate highways; transit capital and operations in order to help to meet federal environmental goals; intercity commuter, and higher speed rail; goods movement; intelligent transportation systems and new technologies that maximize existing infrastructure; safety, maintenance, and operations funding for all modes; and regional airport ground access and development needs.
- b) Support extending and expanding the federal Surface Transportation bill, Moving Ahead for Progress in the 21st Century (MAP-21).
- c) Support regional consensus building efforts for potential new funding strategies for transportation.
- d) Oppose efforts to eliminate or erode contract authority for the Highway Trust Fund without identifying a new dedicated, sustainable revenue source of an equal or greater amount.
- e) Support efforts to maintain the principle that transportation-based revenue should be reserved only for transportation purposes.
- f) Oppose any reduction in transportation programs in order to meet deficit reduction goals or fund other projects and programs. If funding is reduced, it should occur concurrently with reductions in federal regulatory and oversight provisions.
- g) Support the Transportation Infrastructure Finance and Innovation Act program which provides Federal credit assistance in the form of direct Treasury loans, loan guarantees, and lines of credit to finance highway, rail, and green energy projects of national and regional significance.
- h) Support Build America Bonds and America Fast Forward programs to help states and localities pursue needed capital for infrastructure.
- i) Advocate for the protection of current transportation revenues, additional flexibility for existing revenues, and an accelerated national investment in infrastructure.
- j) Support the implementation of MAP-21 at established funding levels with respect for the roles and responsibilities in existence in each region for project selection and discretion in allocation decisions. Additionally ensure that any extension of MAP-21 or any new reauthorization effort align programs with traditional roles and responsibilities for each region with respect to project selection and allocation decisions, as appropriate.
- k) Ensure that the streamlining provisions of MAP-21 are implemented in a timely manner and in a manner that provides the maximum benefits to project delivery schedules. Seek to include provisions in the next surface transportation bill to ensure that as MAP-21 rulemaking continues, a mechanism exists to evaluate the implementation efforts and suggest modifications as needed.

II. Council of Governments

- a) Support efforts for Council of Government development and funding.
- 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.
- c) Support legislation and administrative actions that enable the implementation of the Property Assessed Clean Energy (PACE) program in San Bernardino County.
- d) Support the rescission of Federal Housing Financing Authority guidance regarding Fannie Mae and Freddie Mac's discontinuation of mortgage guarantees in order to grow and sustain the PACE program in San Bernardino County.
- e) Support initiatives, legislation, and regulatory actions that incentivize the attraction, retention, and growth of businesses and employment in San Bernardino County.
- f) Support efforts to ensure that any legislation creating a National Recreation Area (NRA) in the San Gabriel and San Bernardino Mountains and surrounding urban areas should include a governance structure with representatives from at least the impacted cities, as well as the County and/or the San Bernardino Associated Governments; the protection of existing land use authorities, private property rights, water rights, transportation needs, and ability to develop future infrastructure as needed; and fully evaluates the potential impacts of including any additional elements such as a Wilderness or Wild and Scenic designation before these new layers are included in legislation.

III. Goods Movement

- a) SANBAG will advocate for federal investment in goods movement infrastructure, and policies that properly recognize Southern California and San Bernardino County's role as the nation's premier containerized freight gateway.
- b) Support targeted funding for goods movement projects of national significance that are beyond the funding capacity of local and state transportation programs and budgets (e.g. dedicated exclusive clean truck lanes).
- c) Advocate that any federal goods movement program is funded at a level that is commensurate with national needs and ensure that such funds are protected from diversion for other uses through the designation of a trust fund.
- d) Ensure that revenues generated by any fee that is levied on freight be specifically designated to fund projects that mitigate congestion, air quality, and community impacts directly associated with the movement of freight, and a clear causal relationship should exist between the freight system on which fees are levied and the impacts to be mitigated.
- e) Ensure that revenue collected on freight be administered in partnership with local and regional elected officials and entities impacted by freight movement. SANBAG should be included in any governance structure dealing with revenue collected from freight moved through San Bernardino County.
- f) Support development of a national/regional freight movement plan with clearly defined ports and corridors and inland improvement needs to provide for timely, reliable freight transport, timely implementation of freight-related strategies needed for attainment of federal health-based air quality standards and mitigation of freight-related impacts in communities.
- g) Ensure that federal goods movement legislation imposes no unfunded mandates for administration or oversight regarding new revenue mechanisms and to retain control over project implementation at the local level.

- h) Support the expansion and update of the Primary Freight Network to allow for a fully connected system that accurately reflects the path and nature of goods movement travel in our region.
- i) Oppose legislation that allows triple trailers in urbanized areas of San Bernardino County because of safety concerns with the exception of border cities and/or bump stations, or dedicated truck lanes (e.g. Barstow/Needles).
- j) Support legislation to reduce road damage from heavy trucks by reduced axle loading rather than an exclusive focus on gross vehicle weight.
- k) Participate in national dialogue on freight policy and its focus on improving the performance of the freight network and advocate for improving Southern California's freight strategy.
- l) As part of defining the national freight network, seek recognition of the unique network of parallel corridors in Southern California and recognize the entire corridor as part of the national network rather than focusing on centerlane miles of individual facilities.
- m) Support recognition of the importance of inland ports to overall goods movement systems as part of any investment plan.

IV. Project Delivery & Innovation

- a) Advocate for reforms that will accelerate project procurement, promote flexibility and innovation in financing, and respect local control.
- b) Support the expanded use of design-build project delivery for federally funded highway and surface transportation projects.
- c) Support the streamlining of federal reporting/monitoring requirements to reduce project delivery times without eliminating critical oversight mechanisms.
- d) Support authority for regional transportation entities to implement pricing measures on federal-aid highways if desired for that region.
- e) Support local options to privatize various aspects of transportation that would maximize available federal funding (e.g. P3s).
- f) Support measures that would provide regional flexibility in meeting the operational requirements for high occupancy vehicle lanes.
- g) Advocate for the implementation and further inclusion of recommendations for project streamlining initiatives as included in the Orange County Transportation Authority's Breaking Down Barriers report.
- h) Support the resolution of outstanding Buy America implementation issues to ensure that projects are able to move forward without unreasonable delays and cost increases.

V. Energy, Air Quality, & the Environment

- a) Advocate that any federal revenue generated from taxes or fees on energy products used for transportation are utilized for transportation purposes.
- b) Support utility planning and upgrades of electrical infrastructure to support fleet conversion and possible rail electrification programs.
- c) Monitor national Cap and Trade policies as they relate to infrastructure impacts.
- d) Monitor the use of National Environmental Policy Act (NEPA) oversight authority delegated to the California Department of Transportation to ensure that local and state projects are receiving equal benefits and reduced project review times.
- e) Protect funding sources for congestion relief and pollution reduction related to the transportation sector.

- f) Support efforts to secure funds to facilitate the conversion of public sector fleets to alternative fuels to meet local, state and federal fleet conversion mandates, and provide for the replacement of aging alternative fuel fleets.
- g) Support tax benefits and/or incentives for private sector transportation demand management programs and alternative fuel programs.
- h) Ensure that federal goods movement legislation considers and underscores federal responsibilities for facilitation of international trade and interstate commerce, and regulation of interstate commerce in ways consistent with attainment of federal air quality standards and NEPA.
- i) Support efforts to increase the amount and proportion of Congestion Mitigation and Air Quality (CMAQ) funds received by the State of California and ensure that the funds flow to county transportation commissions such as SANBAG for the appropriate South Coast and Mojave Desert Air Basin areas.
- j) Support streamlined environmental revisions that remove duplication of state and federal processes when state regulations and environmental protections exceed federal requirements.
- k) Participate in the development of livability and sustainability programs for the citizens of San Bernardino County.
- l) Oppose additional review and process requirements that delay projects and increase costs while achieving little to no additional environmental benefits.
- m) Monitor federal regulatory efforts to ensure that any new environmental requirements placed on local agencies are accompanied by the funding necessary for implementation.
- n) Support the postponement of federal air quality standard deadlines in the South Coast Basin in order to allow for a more realistic implementation timeframe given the current forecast of available technology and funding options.

VI. Transit & Commuter Rail

- a) Advocate for policies that keep our rail systems safe and increase federal investment in commuter rail services.
- b) Advocate that federal funding programs for Positive Train Control (PTC) and rail safety programs include eligibility to seek reimbursements for past expenditures on systems in operation.
- c) Ensure that various technologies for PTC are compatible across the nation.
- d) Advocate that the appropriate local or regional entity, such as SANBAG, be partners in on-going federal policy discussions to alter the liability cap for commuter rail accidents.
- e) Support legislation to change and/or exempt level boarding access requirements for existing commuter rail systems.
- f) Support policies that recognize the importance and fund commuter rail and transit connectivity to High Speed Rail.
- g) Support the inclusion of San Bernardino County projects in the New and Small Starts programs.
- h) Work to secure the greatest commuter tax benefits possible to incentivize the use of transit options.
- i) Expand eligible uses for federal transit funds to provide maximum flexibility to local agencies to fund capital and operations needs.

Minute Action

AGENDA ITEM: 10

Date: *September 14, 2016*

Subject:

Execution of Funding Agreement related to the Implementation of three Electric Vehicle Infrastructure locations.

Recommendation:

That the General Policy Committee recommend the Board:

A. Approve Funding Agreement No. 17-1001594 with the South Coast Air Quality Management District (SCAQMD) in the amount of \$450,000 for the implementation of three (3) Electric Vehicle (EV) infrastructure locations which include the newly constructed San Bernardino Transit Center, SANBAG offices, and San Bernardino Metrolink Station.

B. Approve budget amendment for Fiscal Year 2016/2017 to Task 0101 Environment to incorporate the grant fund expenditures of \$450,000.

Background:

SANBAG represents the entire region of San Bernardino County, serving as the council of governments and transportation planning agency. SANBAG is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. Zero emission vehicles have increased in popularity and are the forefront of the State's goal to have 1.5 million zero emission vehicles in California by 2025. To encourage the use of zero emission vehicles and to provide the infrastructure needed, SANBAG is requesting funding for electric vehicle (EV) infrastructure at three locations within the City of San Bernardino.

In February 2016, SANBAG submitted a grant proposal for electric EV charging infrastructure to the Mobile Source Air Pollution Reduction Review Committee (MSRC) under the Transportation Control Measure County Transportation Commission Partnership Program. In June 2016, SANBAG was notified of the grant award in the amount of \$450,000.

The funds from the South Coast Air Quality Management District/MSRC will be used to construct EV charging infrastructure at three locations, including: the newly constructed San Bernardino Transit Center, SANBAG offices, and San Bernardino Metrolink Station. The EV infrastructure funding will provide a mix of Level 2 electric vehicle chargers and the DC fast chargers, depending on the site, to be installed at the three high priority locations in San Bernardino County as summarized in *Table 1*.

Entity: COG

Table 1

Location	Dual Level 2 Units	Single ADA Level 2 Units	DC Fast Chargers
San Bernardino Transit Center	3	1	0
SANBAG East Parking Lot	2	1	2
San Bernardino Metrolink Station	2	0	0

San Bernardino Transit Center

SANBAG will install three dual load share Level 2 chargers and one single Level 2 Americans with Disabilities Act (ADA) accessible charger at the San Bernardino Transit Center. The three dual Level 2 chargers would provide six charging ports and the ADA Level 2 charger would provide one port for a total of seven charge ports. The chargers would be housed in the parking lot for the Metrolink/Redlands Passenger Rail additions currently under construction.

As part of the construction for the Transit Center, preparation for EV infrastructure will be funded and installed by SANBAG, including conduit, wire, electrical panels, breakers, pull boxes, and concrete pads. MSRC funding will be used to add an additional transformer, electrical panel, breakers and housekeeping pad for upgrading the power to accommodate Level 2 chargers. The funding will also be used to add additional wire, conduit, and concrete pad for the ADA accessible charger, and encompasses all EV charging equipment, engineering services, permitting, signage, safety bollards, network service plan, installation of all equipment, and utility drop coordination and final connection. This project would require a Memorandum of Understanding (MOU) with the City of San Bernardino upon approval for maintaining the EV equipment.

SANBAG East Parking Lot

As part of SANBAG's renovation of the entrance and parking areas at the Santa Fe Depot, SANBAG will install two dual Level 2 chargers, one Level 2 ADA accessible charger, and two DC fast chargers in SANBAG's parking lot east of the Santa Fe Depot. The two dual Level 2 chargers would provide four charge ports and the ADA Level 2 charger would provide one port for a total of five Level 2 charge ports. Both DC fast chargers would have a SAE Combo and connector, allowing flexibility for EV owners.

Several staff members, Board Members, and regular visitors already own electric vehicles and there is an abundance of interest from staff members interested in purchasing and supporting electric vehicles, pending the availability of chargers. In addition, board members and representatives from outside agencies often visit SANBAG offices for monthly and ad-hoc meetings, supporting the need for DC fast chargers.

As part of the renovation of the main entrance and parking lot area, preparation for some of the EV infrastructure was funded and installed by SANBAG, including conduit, initial wire, electrical panels, breakers, pull boxes, and concrete bases. MSRC funding will be used to add additional wire, conduit, and concrete pad for the ADA accessible charger, all EV charging equipment, signage, safety bollards, striping, network service plan, and installation of all equipment. Funding from the MSRC also encompasses any fees needed for engineering services, permitting, utility drop coordination and final connection.

San Bernardino Metrolink Station

The San Bernardino Metrolink Station located just West of SANBAG offices and the Santa Fe Depot is the busiest Metrolink line, offering 19 inbound and 19 outbound weekday trains. As part of SANBAG's renovation, the San Bernardino Metrolink station platforms will be relocated to the main entrance of the Santa Fe Depot. The Santa Fe Depot is also home to the Amtrak San Bernardino station. SANBAG will install two dual Level 2 chargers for a total of four charge ports just West of the Santa Fe Depot main entrance near the new platforms with all equipment and installation fully funded by the MSRC. The availability of electric vehicle chargers would allow Metrolink riders the ability to charge while on their commute and also for Metrolink and Amtrak passenger pick-ups and drop-offs. This project would require an MOU with the City of San Bernardino upon approval for maintaining the EV equipment.

The estimated time of completion the three projects is between 1-2 years from the execution of this agreement.

Financial Impact:

This item is not consistent with the adopted Fiscal Year 2016/2017 budget. A budget amendment is recommended in Recommendation B.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed and approved this item and the agreement.

Responsible Staff:

Kelly Lynn, Chief of Mobility and Air Quality Programs

Approved
 General Policy Committee
 Date: September 14, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 17-1001594 Amendment No.: _____ Vendor No.: 1965
 Vendor/Customer Name: South Coast Air Quality Management District Sole Source? Yes No
 Description: Funding agreement for EV infrastructure in SB
 Start Date: 08/16/2016 Expiration Date: 12/31/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 450,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 450,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 450,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 10/05/2016
 Board of Directors Action: Approve funding agreement.

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: Nicole Soto

Attachment: Contract Summary Sheet (3035 : SANBAG EV MSRC Grant)



AB 2766/MSRC TRANSPORTATION CONTROL MEASURE PARTNERSHIP PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the San Bernardino Associated Governments (hereinafter referred to as "CONTRACTOR") whose address is 1170 West Third Street 2nd Floor, San Bernardino, California 92410.

2. **RECITALS**
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Transportation Control Partnership Program Proposal dated March 1, 2016.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. **DMV FEES** - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

4. **AUDIT AND RECORDS RETENTION**
 - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
 - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for thirty eight (38) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

10. INSURANCE

- A. CONTRACTOR shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- E. All insurance certificates shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

11. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

12. PAYMENT

- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of Four Hundred Fifty Thousand Dollars (\$450,000) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.

- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
 21865 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn: Cynthia Ravenstein, MSRC Contracts Administrator

1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
13. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
14. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
 - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

15. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:
 South Coast Air Quality Management District
 21865 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:
 San Bernardino Associated Governments
 1170 West Third Street – 2nd Floor
 San Bernardino, CA 92410
 Attn: Nicole Soto, email: nsoto@sanbag.ca.gov

16. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.
17. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
18. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.
19. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color,

national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

20. CITIZENSHIP AND ALIEN STATUS

- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

21. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
22. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
23. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
24. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
25. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

26. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
27. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
28. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
29. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
30. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.
31. PREVAILING WAGES – CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations ("DIR"). CONTRACTOR and all of CONTRACTOR's subcontractors must comply with the California Public Works Contractor Registration Program and, where applicable, must be registered with the DIR to participate in public works projects. CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. Proof of compliance with these requirements must be provided to SCAQMD upon request. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
32. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
33. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name:
Title:

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: Barbara Bando

//MSRC Master Boilerplate
Revised January 27, 2016

Attachment: 17-1001594 [Revision 1] (3035 : SANBAG EV MSRC Grant)

**Attachment 1
Statement of Work
San Bernardino Associated Governments
Contract Number MS16096**

1. Project

To encourage the use of zero emission vehicles and provide needed infrastructure, San Bernardino Associated Governments (hereinafter referred to as CONTRACTOR) has proposed to install electric vehicle (EV) charging infrastructure at three transit-related locations within the City of San Bernardino. The installation of EV charging at such locations helps to address first mile/last mile concerns and promote the use of transit to travel longer distances. Using funds provided by the South Coast Air Quality Management District (SCAQMD), on behalf of the Mobile Source Air Pollution Reduction Review Committee (MSRC), CONTRACTOR shall install a combination of Level 2 and DC fast chargers as specified below. All EV chargers shall be publicly accessible:

Location	Dual-Port Level 2 Units	Single-Port ADA Level 2 Units	DC Fast Chargers
San Bernardino Transit Center	3	1	0
CONTRACTOR Parking Lot	2	1	2
San Bernardino Metrolink Station	2	0	0

CONTRACTOR shall be reimbursed for charging station installations according to the costs stated in Attachment 2 – Payment Schedule.

2. Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the EV charger installations. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until EV charger installations are complete, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions at this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future EV infrastructure projects.

**Attachment 1
Statement of Work – continued
San Bernardino Associated Governments
Contract Number MS16096**

4. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Submit Public Outreach Plan	Month 4
Select vendor(s) for equipment and installations	Month 7
Complete engineering and design	Month 21
Complete installations and commence operation	Month 32
Implement Public Outreach Plan	Month 34
Quarterly Reports	Months 4, 7, 10, 13, 16, 19, 22, 25, 28 and 31
Final Report	Month 36

**Attachment 2
Payment Schedule
San Bernardino Associated Governments
Contract Number MS16096**

Cost Breakdown

Purchase Category	Maximum AB 2766 Discretionary Funds payable under this Contract	CONTRACTOR Co-Funding (estimated)	Total Cost
EV Charging Stations	\$450,000	\$100,000	\$550,000

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include:

- Representative photos of completed stations;
- a report signed by a responsible official certifying that the stations have been completed as described in Attachment 1; and
- receipts for equipment and/or invoice(s) from subcontractor(s) performing the installations, if any.

Additional AB 2766 Discretionary Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

GENERAL POLICY COMMITTEE ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	**	X				
Joel Klink City of Twentynine Palms	X	X	X	X	X		**					
Robert Lovingood Board of Supervisors		X	X	X	X	X	**	X				
Larry McCallon City of Highland	X			X	X	X	**	X				
L. Dennis Michael City of Rancho Cucamonga		X		X	X	X	**					
Ryan McEachron City of Victorville		X	X		X	X	**	X				
Dick Riddell City of Yucaipa	X	X	X	X	X	X	**	X				
Rhodes “Dusty” Rigsby City of Loma Linda	X	X	X	X	X	X	**	X				
Janice Rutherford Board of Supervisors	X	X	X	X			**	X				
James Ramos Board of Supervisors	X	X	X		X		**	X				
Alan Wapner City of Ontario	X				X	X	**	X				
Dennis Yates City of Chino	X		X	X	X	X	**	X				
Curt Hagman Board of Supervisors	X	X	X	X	X	X	**	X				
Frank Navarro City of Colton	X	X	X	X	X	X	**	X				
Darcy McNaboe City of Grand Terrace	X	X	X	X	X	X	**	X				

X =Member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a member at the time. ** =The General Policy Committee did not meet this month

Communication: Attendance Record (Additional Information)

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
IIEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

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

San Bernardino Associated Governments



MISSION STATEMENT

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

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

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

Approved June 2, 1993
Reaffirmed March 6, 1996