Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

AGENDA

Board of Directors Meeting

January 10, 2007

Start Time: 9:30 a.m.

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

Board of Directors

President
Dennis Hansberger, Supervisor,
County of San Bernardino

Vice-President
(Vacant)

Jim Nehmens, Mayor
City of Adelanto

Rick Roelle, Mayor Pro Tem
Town of Apple Valley

Lawrence Dale, Mayor
City of Barstow

Darrell Mulvihill, Council Member
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Gwenn Norton-Perry, Mayor Pro Tem
City of Chino Hills

Kelly Chastain
City of Colton

Mark Nuaimi, Mayor
City of Fontana

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

(Vacant)
City of Hesperia

Larry McCallon, Council Member
City of Highland

Robert Christman, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Rebecca Valentine, Council Member
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Grace Vargas, Mayor
City of Rialto

Pat Morris, Mayor
City of San Bernardino

Kevin Cole, Mayor
City of Twentynine Palms

John Pomierski, Mayor
City of Upland

Mike Rothschild, Mayor
City of Victorville

Richard Riddell, Mayor
City of Yucaipa

(Vacant)
Town of Yucca Valley

Paul Biane, Supervisor
County of San Bernardino

(Vacant), Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Michael Perovich, Caltrans
Ex-Officio Member

Tony Grasso
Executive Director

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

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

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

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

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

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

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

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

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

Board of Directors

AGENDA

January 10, 2007
9:30 a.m.

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

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

Call to Order - 9:30 a.m.
(Meeting chaired by Dennis Hansberger)

I Pledge of Allegiance
II. Attendance
III. Announcements
IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of January 10, 2007.** Pg. 11

   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.

Notes/Actions:

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up under Agenda Item 25.

Administrative Matters

2. Board of Directors Attendance Roster Pg. 13

3. Procurement Report for November 2006 Pg. 17

Receive Monthly Procurement Report. **Terrence J. McGuire**

This item was unanimously received by the Administrative Committee on December 13, 2006. ***(Meeting chaired by Dennis Hansberger)***

4. Appointment of Ad Hoc Committee to Develop Bond Financing Strategy and Bond Covenants Pg. 19

Authorize the SANBAG President to appoint three to five members to an Ad Hoc Debt Financing Committee to analyze and develop recommendations for the Bond financing strategy and bond covenants for the San Bernardino Transportation Authority.
Terrence J. McGuire

This item was reviewed by the Administrative Committee on November 8, 2006 and unanimously recommended for approval. ***(Meeting chaired by Dennis Hansberger)***

5. First Quarter Budget to Actual Report for Period Ending September 30, 2006 and Encumbrances for the FY 2006-2007 Budget Pg. 21

1. Receive First Quarter Budget to Actual Report for Period Ending September 2006.

2. Approve final encumbrances to be formally incorporated into SANBAG's 2006-2007 Budget. **Terrence J. McGuire**

This item was reviewed by the Administrative Committee on December 13, 2006 and unanimously recommended for approval. ***(Meeting chaired by Dennis Hansberger)***

6. SANBAG 2007/2008 Budget Schedule Pg. 30

Approve the 2007/2008 Budget Schedule. **Terrence J. McGuire**

This item was reviewed by the Administrative Committee on December 13, 2006 and unanimously recommended for approval. ***(Meeting chaired by Dennis Hansberger)***

Notes/Actions:

Consent Calendar Continued....

Administrative Matters (Cont.)

7. **Conflict of Interest Code** Pg. 33

Approve amendment to Policy No. 10102, Appendix A, Conflict of Interest Code Designated Employees. **Deborah Barmack**

This item was reviewed by the Administrative Committee on December 13, 2006, and unanimously recommended for approval. ***(Meeting Chaired by Dennis Hansberger)***

Regional & Quality of Life Programs

8. **Further Update on Southern California Associated Government's (SCAG) Actions Associated with the 2007 Regional Housing Needs Assessment (RHNA)** Pg. 35

Receive report. **Ty Schuiling**

This item was reviewed by the Plans and Programs Policy Committee on December 20, 2006. ***(Meeting chaired by Paul Eaton)***

9. **Amendment No. 2 to Contract No. 05006 with Comarco Wireless Technologies (CWT) for Call Box Maintenance Services** Pg. 39

1. Approve Amendment No. 2 to CWT Contract No. 05-006 to increase the total contract not to exceed amount by $1,580,000, from $5,935,754 to $7,515,754, as outlined in the Financial Impact Section below, and

2. Amend Fiscal Year (FY) 2006/2007 Budget to increase the task to accommodate these additional one time expenses, per the attached Budget Request Form. **Michelle Kirkhoff**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on December 20, 2006. The item has been reviewed and approved by Legal Counsel. ***(Meeting chaired by Paul Eaton)***

Subregional Transportation Planning & Programming

10. **Amendments to the Development Mitigation Nexus Study** Pg. 46

Approve amendments to the Development Mitigation Nexus Study. **Ryan Graham**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on December 20, 2006. ***(Meeting chaired by Paul Eaton)***

Notes/Actions:

Consent Calendar Continued....

Subregional Transportation Planning & Programming (Cont.)

11. Update on conformance with the San Bernardino County Congestion Management Program Pg. 52

1) Receive status of non-conforming local jurisdictions compliance with the SANBAG Development Mitigation Program requirements

2) Approve a determination of conformance with the requirements of the SANBAG Congestion Management Programs for local jurisdictions that have taken conforming actions prior to January 10th. **Ryan Graham**

This item was reviewed and unanimously recommended for approval at the Plans and Programs Policy Committee on December 20, 2006. ***(Meeting chaired by Paul Eaton)***

12. City of Fontana Project Advancement Agreement Pg. 54

Approve Project Advancement Cooperative Agreement C07066 with the City of Fontana for the I-10/Cypress Avenue Overcrossing Project. **Ty Schuiling**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on December 20, 2006. ***(Meeting chaired by Paul Eaton)***

13. Measure I 2010-2040 Strategic Plan Draft Principles and Policy Issues Pg. 64

1) Endorse draft Measure I 2010-2040 Strategic Plan Principles and receive City Managers' and Comprehensive Transportation Plan Technical Advisory Committee (TAC) input on Strategic Plan policy issues.

2) Direct staff to further develop policy recommendations for the Valley Freeway, Interchange, and Major Street Programs based on input received from local jurisdictions. **SANBAG Staff**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on December 20, 2006. ***(Meeting chaired by Paul Eaton)***

14. Measure I 2010-2040 Subarea Revenue Estimates Pg. 77

Adopt the attached Measure I 2010-2040 revenue estimate by subarea for Measure I Strategic Planning purposes. **Ryan Graham**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on December 20, 2006. (*Meeting chaired by Paul Eaton*) **The item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on October 20, 2006.** (*Meeting chaired by James Lindley*)

Notes/Actions:

Consent Calendar Continued....

Subregional Transportation Planning & Programming (Cont.)

15. Fund Estimate (FE) for the 2006 State Transportation Improvement Program (STIP) Augmentation Pg. 82

Receive report on the 2006 STIP Augmentation FE and adoption schedule. **Ty Schuiling**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on December 20, 2006. ***(Meeting chaired by Paul Eaton)***

Project Development

16. Agreement between the BNSF Railway Company, the City of San Bernardino, the County of San Bernardino and the San Bernardino Associated Governments (SANBAG) for construction and maintenance of a new grade separation at State Street/University Parkway Pg. 86

Approve Construction and Maintenance Agreement R07151 between BNSF Railway Company, the City of San Bernardino, the County of San Bernardino and SANBAG to specify BNSF contribution towards funding the project, local agency responsibilities for construction and maintenance of a new grade separation, and acquisition of easements required to construct and maintain the grade separation as outlined in the Financial Impact Section. **Darren Kettle**

This item was reviewed and unanimously recommended for approved by the Plans and Programs Policy Committee on December 20, 2006. ***(Meeting chaired by Paul Eaton)***

Transit/Commuter Rail

17. Amendment No. 1 to Contract 06-050 with Gruen Associates for the development of Station Area Plans for the Proposed Redlands Passenger Rail Service Pg. 145

1. Approve Amendment No. 1 to Contract 06-050 with Gruen Associates for the development of Station Area Plans for the Proposed Redlands Passenger Rail Service, extending the time of performance to March 7, 2007 and increasing the total contract authority by $32,240.00 for a new total not to exceed $232,232.47, as identified in the Financial Impact Section.

2. Approve Amendment to Task 38007000 – Redlands Rail Extension, increasing the budget authority by $32,240 for a new total of $129,165 as identified in the Financial Impact Section. **Mike Bair**

This item was reviewed by the Plans and Programs Committee on December 20, 2006 and unanimously recommended for approval. ***(Meeting chaired by Paul Eaton)***

Notes/Actions:

Consent Calendar Continued....

Transportation Programs & Fund Admin.

18. Fiscal Year 2002/2003 through 2004/2005 Triennial Performance Audit of the San Bernardino Associated Governments Pg. 150

Receive the Triennial Performance Audit of the San Bernardino Associated Governments for Fiscal Years 2002/2003 through 2004/2005 and direct staff to implement the audit recommendations. **Mike Bair**

This item was reviewed by the Administrative Committee on December 13, 2006 and unanimously recommended for approval. ***(Meeting chaired by Dennis Hansberger)***

DISCUSSION ITEMS

Administrative

19. Election of SANBAG Vice President; appointments and selection of Board members to serve on policy committees and external committees Pg. 174

1. Conduct election of Vice President for the SANBAG Board of Directors for a term to end in June 2007.

2. Note Presidential appointments for Paul Eaton and Larry McCallon to represent SANBAG on the Alameda Corridor East Construction Authority and the California Association of Councils of Governments (CALCOG), respectively.

3. Approve the following appointments:

- Diane Williams, Rancho Cucamonga, to represent SANBAG as an Alternate representing SANBAG on the **Metro Gold Line Phase II Joint Powers Authority** for a term to expire on December 31, 2008;
- Paul Eaton, Montclair, to represent SANBAG as the alternate member on the **Mobile Source Air Pollution Reduction Review Committee** for a term to expire on December 31, 2008; and
- Alan Wapner, Ontario, to represent SANBAG as an ex-officio member on the **SR 91 Advisory Committee** for a term to expire on December 31, 2008.

4. Conduct a caucus of the East, West, and Mountain/Desert City representatives to select members to serve on SANBAG policy committees. **Deborah Barmack**

These appointment opportunities were announced at the December Board of Directors meeting.

Notes/Actions:

Discussion Items Continued….

Administrative (Cont.)

20. Advisory AD Hoc Committee for the Impending Case with San Bernardino County Flood Control District Pg. 179

Authorize the SANBAG President to appoint an Ad Hoc Review Committee, chaired by Mayor Pat Morris, of SANBAG Board members who do not represent local jurisdictions party to the litigation to work with SANBAG legal Counsel and Staff regarding the existing litigation between the San Bernardino County Flood Control District and SANBAG. **Tony Grasso**

Action and review of this item is scheduled for the January 10, 2007 Board of Directors meeting.

21. Computer Administration and Financial Management Services Contract Pg. 180

1. Approve Amendment No. 2 to Sole Source Contract No. 05034 with TH Enterprises in the amount not to exceed $70,000 to increase the hours required for support of the SANBAG financial management system and computer network.

2. Authorize staff to expend any unexpended funds dedicated to system reimplementation to general support of the financial management system and network administration. **Deborah Barmack**

This item was reviewed by SANBAG Counsel and by the Administrative Committee on December 13, 2006 and unanimously recommended for approval. ***(Meeting Chaired by Dennis Hansberger)***

Regional & Quality of Life Programs

22. Update on growth forecasting for the 2007 Regional Housing Needs Assessment (RHNA) and 2007 Regional Transportation Plan (RTP) Pg. 185

Provide update on allocation of additional residential growth to jurisdictions and request direction. **Ty Schuiling**

This item was reviewed by the Plans and Programs Policy Committee on December 20, 2006. ***(Meeting chaired by Paul Eaton)***

Notes/Actions:

Discussion Items Continued....

Subregional Transportation Planning & Programming

23. Candidate Projects for Corridor Mobility Improvement Account (CMIA) Funding Pg. 196

Approve nomination by January 16, 2007, of the projects on the SANBAG CMIA List (Attachment 3), including projects listed by Caltrans, to the California Transportation Commission for funding from the CMIA. **Ty Schuiling**

This item was reviewed by the Plans and Programs Policy Committee on December 20, 2006, which recommended nomination of projects listed by both SANBAG and Caltrans, as well as the projects from the SANBAG list not included by Caltrans. ***(Meeting chaired by Paul Eaton)***

Program Support/Council of Govts.

24. Contract Award to Van Scoyoc Associates for SANBAG Federal Advocacy Services Pg. 238

Award Contract No. C07075 to Van Scoyoc Associates, Inc. for federal advocacy services. The total contract amount is $396,000 for a four year (two Congressional Sessions) term and will be funded as described below in the Financial Impact section. **Jennifer Franco**

This item was reviewed by SANBAG Counsel and by the Administrative Committee on December 13, 2006 and SANBAG staff. ***(Meeting chaired by Dennis Hansberger)***

Other Matters

25. Consent Calendar Items Pulled for Discussion

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Notes/Actions:

Additional Information

Agency Reports/Committee Memberships
Commuter Rail Report — Pg. 250
Mayor Pro Tem Patricia Gilbreath
South Coast Air Quality Management Report — Pg.
Mayor Dennis Yates
(*unavailable at time of mailing*)

SCAG Committees — Pg. 253
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications

SANBAG Policy Committees — Pg. 254
Acronym List — Pg. 256
Calendar of Events — Pg. 258

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

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: January 10, 2007

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 Board of Directors 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. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
9	05-006-02	Comarco Wireless Technologies, Inc. *Tom Franza, President*	None
16	R07151	BNSF Railway Company	
17	C060501	Gruen Associates *Larry Schlossberg*	Parsons Transportation Group Moore, Iacofano, Goltsman

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

20	05034-2	TH Enterprises, Inc. *Ted Hoisington*	None
24	C07075	Van Scoyoc Associates, Inc. *Steven O. Palmer*	None

Financial Impact: This item has no direct impact on the 2006/2007 Budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and policy committee members.

BOARD OF DIRECTORS ATTENDANCE ROSTER - 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt			X	X	X	X	X	X	X	X	X	
Bill Postmus			X		X			X				
Paul Biane	X	X	X			X			X		X	X
Dennis Hansberger	X	X	X	X	X	X	X	X	X	X	X	X
Josie Gonzales	X	X	X	X		X		X	X			
Jim Nehmens	X	X	X		X	X		X	X	X	X	X
Rick Roelle	X	X	X	X	X	X	X	X	X	X	X	X
Lawrence E. Dale	X	X	X		X	X	X	X	X	X		X
Darrell Mulvihill	X	X				X		X	X			
Dennis Yates	X	X	X	X	X	X	X	X	X	X	X	
Gwenn Norton-Perry	X		*	X	*	X	X	X	X	*	X	
Deirdre Bennett							X	X	X	X		
Kelly Chastain	X	X	X	X	X	X						
Mark Nuaimi	X	X	X	X	X	X	X	X	X	X	X	X
Bea Cortes	X	X	X	X	X	X	X	X	X	X	X	X
James Lindley	X	X	X	X	X	X	X	X	X	X	X	X
Larry McCallon	X	X	X	X	X	X	X	X	X	X	X	X

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member.

BOARD OF DIRECTORS ATTENDANCE ROSTER – 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton	X	X	X	*	X	X	X	X	X	X	X	
Rebecca Valentine	X	X	X	X	X	X	X	X	X	X	X	X
Alan Wapner	X	X	X		X	X	X	X	X	X	X	
Diane Williams	X	X	X	X	X	X	X	X	X	X		X
Pat Gilbreath	X	X	X	X	X		X	X	X	X	X	X
Grace Vargas	X	X	X	X		X	X	X	X	X	X	X
Judith Valles	X	X	X									
Patrick Morris				X	X	X	X		X	X	X	X
Kevin Cole	X	X	X			X	X		X			X
John Pomierski	X		X	X	X	X		X	X			X
Mike Rothschild	X	X	X	X	X	X	X	X	X	X	X	X
Dick Riddell	X	X	X	X	X	X	X	X	X	X	X	X
Paul Cook	X	X	X	X	X	X	*	X	X	X	X	*
Michael Perovich Ex-Official Member	X	*	X	*	X	X	X	*	X	X	X	X

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member.

BOARD OF DIRECTORS ATTENDANCE ROSTER - 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt	X	X	X	X	X	X	X	X	X	X	X	X
Bill Postmus	X	X	X	X	X	X	X		X	X	X	X
Paul Biane	X	X	X	X	X	X		X				
Dennis Hansberger	X	X	X	X	X	X		X	X		X	X
Josie Gonzales	X	X	X	X	X	X		X	X	X	X	X
Jim Nehmens	X	X	X	X	X	X		X	X	X	X	X
Rick Roelle	X	X	X	X	*	X	X	X	X	X	X	
Lawrence E. Dale	X	X	X	X	X	X	X		X	X	X	X
Darrell Mulvihill		X	X	X	X	X	X	X	X		X	X
Dennis Yates	X	X	X	X	X	X	X	X	X	X	X	X
Gwenn Norton-Perry	X				X	X	X	X	X	X	X	*
Kelly Chastain	X	X	X	X	X	X	X	X	X		X	X
Mark Nuaimi	X	X	X	X	X	X	*	X	X	X	X	X
Bea Cortes	X		X	X	X	X	X	X	X		X	X
James Lindley	X	X	X	X	X	X			X	X	X	X
Larry McCallon	X	*	X	X	X	X	X	X	*	X	X	*

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member. ** - indicates new member

BOARD OF DIRECTORS ATTENDANCE ROSTER – 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X		X	X	X	X	X
Paul Eaton	X	X	X	X	X	X	*		X	X	X	*
Rebecca Valentine	X	X	X	X	X	X	X	X	X	X	X	X
Alan Wapner	*	X	X	X	X	X	X	X	X		X	*
Diane Williams	X	X	X	X	X	X	X	X	X	X	X	X
Pat Gilbreath	X	X	X	X	X	X		X	X	X	X	X
Grace Vargas	X	X	X		X	X	*	X	X		X	X
Judith Valles	X	X	X	X	X	X	X	X	X	X	X	X
Kevin Cole	X	X	X	X	X			X			X	X
John Pomierski	X	X	X	X	X	X		X	X	X	X	X
Mike Rothschild	X	X	X	X	X	X	X	*	X		X	X
Dick Riddell	X	X	X	X	X	X	X	X	X	X	X	X
Paul Cook	X	X	X	X	X	X		X	X	X	X	X
Anne Mayer Ex-Official Member	X	X	Bill Mosby	X								
Patty Romo Ex-Official Member					X	X	Bill Mosby	Syed Raza	X			
Michael Perovich Ex-Official Member										X	X	X

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member. ** - indicates new member

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: January 10, 2007

Subject: Procurement Report for November 2006

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of $25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of $5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of $5,000 to be reported to the Board of Directors for the month of November 2006.

Financial Impact: This item imposes no impact on the FY 2006/2007 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was unanimously received by the Administrative Committee on December 13, 2006. *(Meeting chaired by Dennis Hansberger)*

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701a-tjm.doc
ISF07

PURCHASE ORDERS ISSUED FOR NOVEMBER 2006

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
07134	Donegan Tree Service	Remove Trash & Weeds Baldwin Park Branch RR Tracks East of Pepper Ave.	N	$ 23,200.00
07137	S.B. County Info Services Dept.	Radio Frequency & Rack Space for FSP Prog.	Y	15,663.00
07144	BEARCOM	Repeater Equip. for new S.B. FSP Radio Frequency	N	11,860.39
		TOTAL PURCHASE ORDERS ISSUED		$ 50,723.39

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 4

Date: January 10, 2007

Subject: Appointment of Ad Hoc Committee to Develop Bond Financing Strategy and Bond Covenants

Recommendation:* Authorize the SANBAG President to appoint three to five members to an Ad Hoc Debt Financing Committee to analyze and develop recommendations for the Bond financing strategy and bond covenants for the San Bernardino Transportation Authority.

Background: The Authority will have to address many complex financing issues related to the bond financing program for the new Measure I including, but not limited to:

- Size and Timing of Bond Sales
- Debt Service Coverage Requirements
- Additional Bonds Test
- Debt Structure (Maturities, Fixed verses Variable, Redemption Provisions)
- Bond Permitted Investments
- Use of Hedging Strategies

The current financing environment is very attractive for long-term financing based upon historical interest rates. Many agencies have taken advantage of the current low interest rates and flat yield curve to implement forward financing strategies that hedge interest rate risk into the future. With work progressing on the Strategic Plan and the State bond measures, the Authority needs to understand

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701b-tjm.doc
ISF07

and analyze available forward financing strategies to determine whether they may be appropriate for the Authority. This work would involve the development of a Plan of Finance that is consistent with the Strategic Plan.

The Plan of Finance and implementation of any recommended financing strategy will be reviewed by the Administrative Committee and ultimately approved by the Board. However, the Administrative Committee recommends that an Ad Hoc Committee be formed to devote more time and attention to the financing program issues.

Financial Impact: There is no direct impact to the FY 2006/2007 Budget.

Reviewed By: This item was reviewed by the Administrative Committee on November 8, 2006 and unanimously recommended for approval. *(Meeting chaired by Dennis Hansberger)*

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

BRD0701b-tjm.doc
ISF07

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **5**

Date: January 10, 2007

Subject: First Quarter Budget to Actual Report for Period Ending September 30, 2006 and Encumbrances for the FY 2006-2007 Budget

Recommendation:* 1. Receive First Quarter Budget to Actual Report for Period Ending September 2006.

2. Approve final encumbrances to be formally incorporated into SANBAG's 2006-2007 Budget.

Background: SANBAG's Budget for Fiscal Year 2006-2007 for new activity was adopted by the Board of Directors on June 7, 2006. Upon finalization of the SANBAG audit, the encumbrances (commitments related to unperformed contracts for goods or services from the previous Fiscal Years) are presented for approval to be formally incorporated into SANBAG's FY 2006-2007 Budget.

The following attachment provides a summary of program activity and task activity compared to the approved budget. Columns indicating the original budget, amended budget, total budget and year to date expenditures are identified.

Financial Impact: This item reports the status of expenditures against budget. The encumbrances will be formally incorporated into SANBAG's FY 2006-2007 Budget.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701c-tjm.doc
ISF07

Reviewed By: This item was reviewed by the Administrative Committee on December 13, 2006 and unanimously recommended for approval. *(Meeting chaired by Dennis Hansberger)*

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

BRD0701c-tjm.doc
ISF07

San Bernardino Associated Governments
Budget to Actual - Fiscal Year 2006-2007
Consolidated by Program

PERIOD: July 1, 2006 through September 30, 2006

FISCAL YEAR: July 1, 2006 through June 30, 2007

TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK
TOTAL REGIONAL & QUALITY OF LIFE PROGRAM	5,355,570	138,584	341,188	5,835,342	583,303	5,252,039
TOTAL SUBREG. TRANS. PLANNING & PROGRAMMING	3,982,962	3,941,616	2,765,468	10,690,046	443,925	10,246,122
TOTAL PROJECT DEVELOPMENT PROGRAM	157,115,178	6,075,000	44,677,332	207,867,510	17,729,563	190,137,947
TOTAL TRANSIT/COMMUTER RAIL PROGRAM	11,500,014	0	7,378,139	18,878,153	2,589,578	16,288,575
TOTAL TRANS. PROGRAMS & FUND ADMINISTRATION	125,370,035	0	32,777,595	158,147,630	17,065,216	141,083,250
TOTAL PROGRAM SUPPORT / COUNCIL of GVMTS PROG.	2,494,813	140,000	0	2,634,813	290,880	2,343,933
GRAND TOTALS	305,818,572	10,295,200	87,939,722	404,053,494	38,702,464	365,351,866

San Bernardino Associated Governments

Budget to Actual

PERIOD: July 1, 2006 through September 30, 2006

FISCAL YEAR: July 1, 2006 through June 30, 2007

REGIONAL & QUALITY OF LIFE PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
10107000	Air Quality Planning	62,995	0	0	62,995	9,249	53,746	14.68%
10207000	Air Quality Implementation	64,600	0	0	64,600	11,491	53,109	17.79%
11007000	Regional Transportation Planning	102,808	0	0	102,808	9,393	93,415	9.14%
11107000	Freight Movement	198,311	0	0	198,311	47,881	150,430	24.14%
11207000	Regional Growth Forecast Development	309,503	138,584	0	448,087	7,697	440,390	1.72%
11607000	Inland Trans. Corridor Plan/CETAP	125,163	0	0	125,163	1,191	123,972	0.95%
40607000A	Rideshare Management	298,884	0	0	298,884	55,249	243,635	18.49%
40607000B	Inland Empire Commuter Services	331,400	0	0	331,400	0	331,400	0.00%
40607000C	Rideshare Incentive Programs	527,600	0	0	527,600	0	527,600	0.00%
40607000D	Regional Rideshare Programs	289,500	0	0	289,500	0	289,500	0.00%
70207000	Call Box System	1,245,650	0	315,000	1,560,650	182,570	1,378,080	11.70%
70407000	Freeway Service Patrol/STATE	1,548,439	0	22,650	1,571,089	223,505	1,347,584	14.23%
70507000	Freeway Service Patrol/i-10	91,031	0	3,538	94,569	13,207	81,362	13.97%
70607000	Intelligent Transportation Systems	65,463	0	0	65,463	10,436	55,027	15.94%
81207000	Clean Fuels Implementation	94,223	0	0	94,223	11,434	82,789	12.14%
TOTAL REGIONAL & QUALITY OF LIFE PROGRAM		**5,355,570**	**138,584**	**341,188**	**5,835,342**	**583,303**	**5,252,039**	**10.00%**

San Bernardino Associated Governments

Budget to Actual

PERIOD: July 1, 2006 through September 30, 2006

FISCAL YEAR: July 1, 2006 through June 30, 2007

SUBREGIONAL TRANS. PLANNING & PROGRAMMING

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
20207000	Transp. Modeling & Forecasting	108,848	0	0	108,848	22,822	86,026	20.97%
20307000	Congestion Management	185,676	0	0	185,676	30,641	155,035	16.50%
21307000	High Desert Corridor Studies	11,126	0	0	11,126	3,026	8,100	27.20%
40407000	Comprehensive Transportation Plan	98,884	0	15,578	114,462	17,547	96,915	15.33%
40507000	TMEE Program Development	22,498	0	0	22,498	0	22,498	0.00%
40907000	Data Development & Management	189,227	0	0	189,227	45,321	143,906	23.95%
41007000	Non-Motorized Transportation Plan	17,777	0	0	17,777	0	17,777	0.00%
50007000	Trans. Improvement Program	161,959	0	0	161,959	42,074	119,885	25.98%
52607000	Subregional Trans. Monitoring	34,346	0	0	34,346	4,983	29,363	14.51%
60107000	County Trans. Commission - GEN	301,049	0	0	301,049	66,417	234,632	22.06%
60907000	Agency Strategic Planning	333,576	0	150,000	483,576	82,249	401,327	17.01%
70107000	Valley Signal Coordination Program	1,842,088	3,631,616	1,050,403	6,524,107	58,187	6,465,920	0.89%
94107000	MT/Desert Plan & Project Develop	146,300	0.00	1,377,000	1,523,300	31,980	1,491,320	2.10%
94507000	Victor Valley Area Trans.Study	529,608	310,000	172,487	1,012,095	38,676	973,419	3.82%
TOTAL SUBREGIONAL TRANS. PLANNING & PROG.		**3,982,962**	**3,941,616**	**2,765,468**	**10,690,046**	**443,925**	**10,246,122**	**4.15%**

San Bernardino Associated Governments

Budget to Actual

PERIOD: July 1, 2006 through September 30, 2006

FISCAL YEAR: July 1, 2006 through June 30, 2007

PROJECT DEVELOPMENT PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
81507000	Measure I Program Management	1,042,418	0	13,085	1,055,503	326,946	728,557	30.98%
81607000	Rt. 71 Right of Way Acquisition	791,996		8,723	800,719	5	800,714	0.00%
81807000	Rt. 71 Landscape Design/Const.	345,895	0	20,138	366,033	45,028	321,005	12.30%
82007000	SR 210 Final Design	506,270	0	36,809	543,079	27,001	516,078	4.97%
82207000	SR 210 Right of Way Acquisition	20,998		34,362	55,360	33,105	22,255	59.80%
82407000	SR 210 Construction	40,644,881	75,000	26,423,245	67,143,126	6,522,400	60,620,726	9.71%
83007000	I-215 SANRIV Project Development	760,084	0	820,470	1,580,554	16,565	1,563,989	1.05%
83407000	I-215 Final Design	2,373,318	0	2,891,280	5,264,598	326,192	4,938,406	6.20%
83607000	I-215 Right of Way Acquisition	18,126,251	6,000,000	10,974,573	35,100,824	4,658,125	30,442,699	13.27%
83807000	I-215 Construction	9,912,864	0	107,234	10,020,098	26,705	9,993,393	0.27%
84007000	I-215 Barton Road Interchange	0	0	25,000	25,000	9,221	15,779	36.88%
84107000	I-10 Riverside Interchange	5,571,968	0	13,085	5,585,053	29,704	5,555,349	0.53%
84207000	I-10 Tippecanoe Interchange	110,722	0	4,362	115,084	29,964	85,120	26.04%
84307000	I-10 Live Oak Canyon	4,535,994	0	213,836	4,749,830	76,515	4,673,314	1.61%
84407000	Sr 30/210 Victoria Avenue	291,996	0	8,723	300,719	0	300,719	0.00%
84507000	I-10 Corridor Project Development	0	0		0	0	0	0.00%
86007000	I-10 Lane Addition-Redlands	22,049,670	0	2,589,188	24,638,858	2,157,302	22,481,556	8.76%
86207000	I-10 Westbound Lane Add-Yucaipa	504,885	0	175,773	680,658	44,329	636,329	6.51%
87007000	Hunts Lane Grade Separation	2,890,994	0	8,723	2,899,717	34,442	2,865,275	1.19%
87107000	State St/Univ. Parkway Grade Sep	7,566,021	0	308,723	7,874,744	58,318	7,816,426	0.74%
87907000	Coltons Crossing BNSF/UPRR Grade SEP	1,050,000	0	0	1,050,000	1	1,049,999	0.00%
88007000	I-15/I-215 Devore Interchange	0	0	0	0	0	0	0.00%
93107000	Debt Service - Major/97 Issue	10,521,981	0		10,521,981	948,491	9,573,490	9.01%
94407000	Debt Service - Major/96 Issue	5,668,504	0		5,668,504	605,081	5,063,423	10.67%
94807000	Debt Service - Major/01 Issue A	11,722,563	0		11,722,563	976,281	10,746,282	8.33%
94907000	Debt Service - Major/01 Issue B	10,104,905	0		10,104,905	777,841	9,327,064	7.70%
TOTAL PROJECT DEVELOPMENT PROGRAM		**157,115,178**	**6,075,000**	**44,677,332**	**207,867,510**	**17,729,563**	**190,137,947**	**8.53%**

San Bernardino Associated Governments

Budget to Actual

PERIOD: July 1, 2006 through September 30, 2006

FISCAL YEAR: July 1, 2006 through June 30, 2007

TRANSIT / COMMUTER RAIL PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
30907000	General Transit	178,652	0	212,314	390,966	129,409	261,557	33.10%
31507000	Omnitrans	60,100	0		60,100	10,867	49,233	18.08%
31607000	Barstow-County Transit	23,998	0		23,998	535	23,463	2.23%
31707000	Victor Valley Transit	40,427	0		40,427	4,410	36,017	10.91%
31807000	Morongo Basin Transit	129,686	0		129,686	1,653	128,033	1.27%
31907000	Social Service Trans. Plan	284,065	0	7,000	291,065	8,929	282,136	3.07%
32007000	Needles Transit	12,305	0		12,305	7,558	4,747	61.42%
32107000	Mountain Area Transit	126,492	0		126,492	3,223	123,269	2.55%
35207000	General Commuter Rail	493,240	0	211,386	704,626	93,552	611,073	13.28%
37707000	Commuter Rail Operating Exp.	7,452,600	0	87,300	7,539,900	1,714,561	5,825,340	22.74%
37807000	Speedway Rail Operating Exp.	256,175	0		256,175	86,289	169,886	33.68%
37907000	Commuter Rail Capital Expenses	2,378,775	0	6,379,059	8,757,834	488,889	8,268,945	5.58%
38007000	Redlands Rail Extension	36,275	0	153,945	190,220	37,857	152,363	19.90%
38107000	Gold Line Phase II	27,224	0	327,136	354,360	1,846	352,514	0.52%
TOTAL TRANSIT / COMMUTER RAIL PROGRAM		**11,500,014**	**0**	**7,378,139**	**18,878,153**	**2,589,578**	**16,288,575**	**13.72%**

San Bernardino Associated Governments

Budget to Actual

PERIOD: July 1, 2006 through September 30, 2006

FISCAL YEAR: July 1, 2006 through June 30, 2007

TRANSPORTATION PROGRAMS & FUND ADMIN. PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
37307000	Federal/State Fund Administration	337,558.00	0		337,558	66,950	270,608	19.83%
50107000	Federal/Transit Act Programming	102,340.00	0	8,000	110,340	12,781	97,559	11.58%
50207000	TDA Administration	300,000.00	0	19,855	319,855	31,609	288,246	9.88%
50407000	Measure I Admin - Valley	253,929.00	0	1,685	255,614	14,043	241,571	5.49%
50507000	Measure I Admin - Mt./Desert General	150,474.00	0	2,205	152,679.00	21,114	131,564.74	13.83%
50607000	Local Transportation Fund	66,546,774.00	0.00	20,154,864.00	86,701,638.00	4,152,728	82,548,910.00	4.79%
50707000	State Transit Assistance Fund	4,255,000	0	11,660,041	15,915,041	195,562	15,719,479	1.23%
51307000	Measure I Valley E&D	6,769,571	0	543,402	7,312,973	836	7,312,973	0.01%
90707000	Debt Service - Big Bear/92 Issue	108,183.00	0		108,183	27,046	81,137	25.00%
90807000	Debt Service - Mt./Unincorpor./92 Issue	45,926.00	0		45,926	11,482	34,444	25.00%
9180000	Valley Measure I Local	22,577,225.00	0		22,577,225	5,950,915	16,626,310	26.36%
9180100	Mountain/Desert Measure I Local	23,012,810.00	0		23,012,810	6,352,557	16,660,253	27.60%
94607000	Debt Service - Barstow/96 Issue	743,850.00	0		743,850	186,000	557,850	25.01%
95007000	Debt Service - Yucca Valley/01 Issue B	166,395.00	0		166,395	41,594	124,801	25.00%
TOTAL TRANSP. PROGRAMS & FUND ADMIN.		**125,370,035.00**	**0.00**	**32,777,595.00**	**158,147,630**	**17,065,215.97**	**141,083,250**	**10.79%**

San Bernardino Associated Governments

Budget to Actual

PERIOD: July 1, 2006 through September 30, 2006

FISCAL YEAR: July 1, 2006 through June 30, 2007

PROGRAM SUPPORT/COUNCIL OF GOVERNMENTS PROG.

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
10407000	Intergovernmental Relations	491,108	0	0	491,108	54,037	437,071	11.00%
49007000	Council of Govts. New Initiatives	279,843	0	0	279,843	0	279,843	0.00%
50307000	Legislation	475,222	0	0	475,222	60,132	415,091	12.65%
60507000	Publications & Public Outreach	499,608	0	0	499,608	84,560	415,048	16.93%
80507000	Building Operations	406,000	0	0	406,000	38,579	367,421	9.50%
94207000	Financial Management	343,032	140,000	0	483,032	53,574	429,458	11.09%
TOTAL PROGRAM SUPPORT/COUNCIL of GVMTS PROG.		**2,494,813**	**140,000**	**0**	**2,634,813**	**290,880**	**2,343,933**	**11.04%**

GRAND TOTALS	**305,818,572**	**10,295,200**	**87,939,722**	**404,053,494**	**38,702,464**	**365,351,866**	**9.58%**

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: January 10, 2007

Subject: SANBAG 2007/2008 Budget Schedule

Recommendation:* Approve the 2007/2008 Budget Schedule

Background: Staff has initiated preparation of the 2007/2008 budget. This item contains the recommended schedule for development, consideration and adoption of the budget for the next fiscal year.

The Administrative Committee is the primary committee for policy input into the development and review of the budget. Each of the policy committees are also scheduled to consider proposed tasks under their purview during the months of February, March and April.

A full Board of Directors budget workshop is scheduled in conjunction with the May Administrative Committee meeting for consideration prior to adoption at the June Board of Directors meeting.

This item provides notice of the opportunities for policy input into the budget process and also provides for any additional policy direction that the Administrative Committee may impart in advance of budget presentation.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701d-tjm.doc
ISF07

Financial Impact: This item has no immediate impact upon the budget.

Reviewed By: This item was reviewed by the Administrative Committee on December 13, 2006 and unanimously recommended for approval. *(Meeting chaired by Dennis Hansberger)*

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

BRD0701d-tjm.doc
ISF07

SANBAG 2007/2008
BUDGET PREPARATION
BUDGET SCHEDULE

DATE	ACTIVITY	RESPONSIBLE PARTY
December 13, 2006	Administrative Committee Review and Discussion of 2007/2008 Budget Schedule	McGuire
January 10, 2007	Board Approval of 2007/2008 Budget Schedule	McGuire
March 14, 2007	Administrative Committee Review of Tasks, Finalize Tasks	McGuire, Executive Staff
March 15, 2007	Major Projects Committee Review of Tasks, Finalize Tasks	Kettle
March 15, 2007	Commuter Rail Committee Review of Tasks, Finalize Tasks	Bair
March 16, 2007	Mountain/Desert Committee Review of Tasks, Finalize Tasks	Barmack, Exec Staff
March 21, 2007	Plans and Programs Review of Tasks, Finalize Tasks	Schuiling, Exec Staff
April 11, 2007	Administrative Committee Program Review of Budget and Work Programs	Grasso, McGuire
April 2007	Continued Policy Committee Program Review of Budget as Required	Executive Staff
April 25, 2007	Publish notice of Public Hearing on Adoption of SANBAG Budget	Watson
May 2, 2007	Board of Directors Presentation of 2007/2008 Budget and Draft Budget Distribution	Grasso, McGuire
May 9, 2007	Administrative Committee and Board of Directors Budget Workshop	Grasso, McGuire, Executive Staff
June 6, 2007	Board of Directors Adoption of Budget and Appropriations Limit	Grasso, McGuire

BRD0701d-tjm.doc
ISF07

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: January 10, 2007

Subject: Conflict of Interest Code

Recommendation:* Approve amendment to Policy No. 10102, Appendix A, Conflict of Interest Code Designated Employees.

Background: The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to insure that it is in compliance. SANBAG staff has reviewed Policy No. 10102, Conflict of Interest Code, and recommends amendment to Appendix A, which lists designated positions which make or participate in the making of decisions which may forseeably have a material effect on financial interests. It is recommended that Appendix A be modified to delete the job title which is no longer an approved classification.

The amendment to Appendix A in the attachment to this item reflects the most current titles for those positions covered under the conflict of interest code with the proposed deletion.

Financial Impact: This item has no direct impact upon the adopted budget.

Reviewed By: This item was reviewed by the Administrative Committee on December 13, 2006, and unanimously recommended for approval. *(Meeting Chaired by Dennis Hansberger)*

Responsible Staff: Deborah Robinson Barmack, Director of Management Services

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701A-DRB.doc
Attachment: BRD0701A1-DRB.doc
ISF07

APPENDIX "A"

	CATEGORIES
1. Board of Directors (County designees)	1
2. Board of Directors (City designees)	2
3. Executive Director	2
4. Director of Transit/Rail Programs	2
5. Director of Planning/Programming	2
6. Chief Financial Officer	2
7. Director of Freeway Construction	2
8. Director of Intergovernmental & Legislative Affairs	2
9. Director of Management Services	2
10. Director of Air Quality/Mobility Programs	2
11. Public Information Officer	2
~~12. Advanced Transportation Development Manager~~	~~2~~
12 Consultant*	2
~~13.~~	

* 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 position," 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 section. 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.

REVISION HISTORY

Revision No.	Revisions	Adopted
0	Amended Conflict of Interest Code for SANBAG approved.	9/2/92
1	Modifications to Appendix A and Appendix B approved.	2/5/97
2	Amendment to Appendix A approved by SANBAG Board of Directors.	4/5/00
3	Removed Advanced Transportation Development Manager	

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: January 10, 2007

Subject: Further Update on Southern California Associated Government's (SCAG) Actions Associated with the 2007 Regional Housing Needs Assessment (RHNA)

Recommendation:* Receive report.

Background: SCAG has developed a RHNA Pilot Program legislative proposal for inclusion in urgency legislation, accompanied by an offer of sponsorship by Senator Lowenthal. Among other items, the proposed urgency legislation eliminates the requirement to survey each jurisdiction, and requires that SCAG conduct 14 workshops (all of which have occurred) to discuss the regional growth forecast and factors upon which housing needs are proposed to be allocated to subregions. The proposed legislation also provides clarification to the appeals process for local jurisdictions by explicitly stating that a city or county can only file one appeal, with no appeals being allowed in cases where an adjustment of a granted appeal are made. Existing law is silent regarding the number of appeals that a jurisdiction can attempt.

While the language contained in the proposed urgency legislation coincides with much of SCAG's approach in the RHNA process thus far, and is supportable in this regard, it does not address a concern over intercounty equity that surfaced in the last RHNA cycle, and for which staff have, in the last month, recognized a methodology that appears to come closer than ever before to addressing the concern.

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701B-TY.DOC
11207000

The Methodology: Currently, the methodology used for RHNA allocation relies on using *County median household income*. This creates known large disparities in the price of "affordable units" among counties, despite the fact that the SCAG region (Imperial is probably an exception) effectively comprises a single housing market. It is generally acknowledged that this problem can be resolved by use of the *regional household income distribution* in place of county-by-county household income, but by itself such an approach would substantially reduce the proportion of the housing need dedicated to low income households in counties with high median household incomes, thereby negating much or all of the benefit. However, use of the regional median household income in combination with the 110% fair share adjustment already approved by SCAG would correct for the undesirable effect.

This approach would, for the first time, achieve parity among the counties in the price of "low cost" housing, and would maintain (and even increase slightly) the share of the housing need dedicated to low-income households in high-median income counties. The method is technically simple, but is inconsistent with the recent change in the RHNA statute that references "county median income" rather than "regional or county" as in prior statute. That change apparently reflected understandable state concern over use of regional median household income by the Association of Bay Area Governments in their RHNA, unaccompanied by the substantial fair share adjustment like SCAG's.

Why do this? The SCAG region's four largest counties (Los Angeles, Orange, San Bernardino, Riverside) comprises a single housing market. Within that area, a substantial household income disparity exists between high-income Orange County and the comparatively lower-income Los Angeles, Riverside, and San Bernardino Counties (see below).

County	Median Household Income
Imperial	$35,533
Los Angeles	$48,248
Orange	$65,953
Riverside	$52,253
San Bernardino	$49,026
Ventura	$66,859
Region	**$52,531**

Source: 2005 American Community Survey

These disparities are not simply a reflection of different types of jobs. In fact, recent California Economic Development Department data show that median wages and salaries among the four counties are in the neighborhood of $3,000 of one another, not the $13,000 to $17,000 disparities shown above. Instead, in the four-county area, the disparities in median household income are also a reflection of the high cost of housing in Orange County that forces many of the low and moderate income workers employed there to live in the adjacent lower cost counties. The inability of many low and moderate income workers employed in Orange County to actually also live there means that they are ignored for purposes of calculation of Orange County's median income. However, it contributes to the calculation of the lower median incomes of the adjacent counties.

When these disparate county median – household based – incomes are then used in the RHNA process to define housing affordability thresholds for each county, the result is that units qualify as "affordable" in housing –impacted Orange County, when they are in fact substantially more expensive than "affordable" units in the adjacent housing-rich counties (SCAG staff's calculations show this disparity in what is defined as a "low income" housing unit can approach $100,000 per unit – See Table 1).

Table 1

Home Sales Price	Down Payment (10%)	Monthly Mortgage Payment	Annual Household Income Needed
$200,000	$20,000	$1,354	$46,500
$250,000	$25,000	$1,682	$57,700
$300,000	$30,000	$1,968	$67,500

Source: Karin Pally Associates

This system and allocation process preserves a status quo in which truly affordable housing is limited to the low-household income counties. As a result job/housing imbalance is promoted and institutionalized, in direct contradiction to the intent of state housing law as follows:

- Increasing the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner (Sec. 65584.(2)(d)(1);
- Promoting an improved intraregional relationship between jobs and housing (Sec. 65584.(2)(d)(2).

Additionally, the allocation methodology flies in the face of some of the most important of SCAG initiatives, including the promotion of Compass as a means to address jobs/housing imbalances and maximize the effectiveness of the region's

investment in the transportation system by promoting land use concepts that bring workers closer to their place of residence.

The extent of statutory change needed to permit use of this approach is uncertain. The issue before SCAG on December 14, 2006 is whether or not to seek a more significant revision to state housing law, perhaps as part of the urgency legislation that SCAG proposes. SCAG staff acknowledges the technical merit of the proposal but does not support it at this time out of concern for jeopardizing their proposed urgency legislation. The principal argument for consideration at this time is simple: effecting changes to state housing law is extremely difficult, and the likelihood of success through multiple legislative initiatives, fashioned in what would appear to be a piecemeal basis, is minimal, and absent this change, the RHNA does little value to promote housing equity in Southern California.

Staff and policy committee members (if they so choose) will report at the meeting on the deliberations and actions by SCAG on December 14, 2006.

Financial Impact: This item has no impact on the adopted Fiscal Year 2006-2007 SANBAG Budget.

Reviewed By: This item was reviewed by the Plans and Programs Policy Committee on December 20, 2006. *(Meeting chaired by Paul Eaton.)*

Responsible Staff: Ty Schuiling, Director of Planning and Programming

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 9

Date: January 10, 2007

Subject: Amendment No. 2 to Contract No. 05006 with Comarco Wireless Technologies (CWT) for Call Box Maintenance Services

Recommendation:* 1. Approve Amendment No. 2 to CWT Contract No. 05-006 to increase the total contract not to exceed amount by $1,580,000, from $5,935,754 to $7,515,754, as outlined in the Financial Impact Section below, and
2. Amend Fiscal Year (FY) 2006/2007 Budget to increase the task to accommodate these additional one time expenses, per the attached Budget Request Form.

Background: In the summer of 2004, a request for proposal (RFP) was released for services related to the upgrade and maintenance of the San Bernardino call box system. On November 3, 2004 the Board approved a multi-year contract with CWT for these specialized services. Included in the agreement were costs for the ongoing maintenance of the system and one time costs to upgrade the system from an analogue cellular signal to a digital signal. The cellular upgrade has been completed and with the new technology the system is in good shape to continue its operations for the next decade.

An element included in the RFP and in the CWT proposal was the cost to upgrade the call box system to make the system accessible to Americans with Disabilities Act (ADA) requirements. Because the system was initially conceived and installed starting in 1990, final needs to accommodate persons with disabilities were not incorporated into the design or functionality of the system. Over the

Approved
Board of Directors

Date: January 10, 2007

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701a-MMK.doc
70207000
Attachments: Major Budgetary Item Request
Contract 05-006-02

years, ways in which to accommodate these specialized needs have been incorporated into the system, but a one time upgrade to make the system fully accessible is still needed. In addition, the Service Authority for Freeway Emergencies (SAFE) has committed, through a negotiated settlement with the California Center for the Law and the Deaf (CalCLAD), to make improvements to the call boxes so that these persons can access assistance. In that settlement, there is a commitment to transition the call boxes over to a TTY functionality over a several year period, and the CWT contract has been amended to accommodate this agreement. Therefore, by the end of the fiscal year it is anticipated that a portion of the system will begin having a TTY functionality and that most if not all of the call boxes will be easily accessible to persons in wheelchairs or with physical impairments.

Therefore, in order to accomplish this upgrade and make the system fully ADA accessible, Staff requests approval of the attached Amendment No. 2 to the SAFE/CWT contract, which identifies the exact improvements which are needed and the phasing of those improvements during the course of this contract (which is scheduled to end on June 30, 2010). Also included is a FY 2006/2007 budget amendment, which reflects the results of the amendment.

Department of Motor Vehicles (DMV) current year revenue and revenue accumulated over the years in the SAFE Fund Balance are sufficient to cover these expenses for this upgrade. Staff recommends approval of the attached Contract amendment, as well as the amendment to the FY 2006/2007 Budget.

Financial Impact: Attached is a FY 2006/2007 Budget Amendment, which requests an increase to Task 702C5006 for these additional one time upgrades. The task would increase by $747,068 to $1,592,392. Any unfunded obligations will be included in the appropriate future years' budget, and can be accommodated through the annual ongoing revenue stream. Funding source is SAFE Vehicle Registration Fees and the SAFE fund balance, TN 70207000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 20, 2006. The item has been reviewed and approved by Legal Counsel. *(Meeting chaired by Paul Eaton).*

Responsible Staff: Michelle Kirkhoff, Director of Air Quality/Mobility Programs

BRD070Ia-MMK.doc
70207000
Attachments: Major Budgetary Item Request
Contract 05-006-02

Major Budgetary Item Request
SANBAG 2005-2006 Budget

Requested By	Michelle Kirkhoff	**Date:**	12/13/06
Task Number:	702C5006	**Task Description:**	Increase task to accommodate additional call box expenses

Description of Issue:

Increase Budget to perform a one time upgrade to the call box network for hearing/speech impaired improvements and physical access to call boxes, to meet Americans with Disabilities Act (ADA) requirements

Justification:

Sufficient funds have been accrued so that the SAFE can upgrade the system so that it is compliant with ADA requirements. Until now there were not sufficient funds or available technology to complete this project.

Estimate of New Budgetary Requirement, Both Annual and Continuing Costs:

$1,580,000 one time cost to upgrade the system to become compliant with ADA. There is an incramental cost to each call box, per year, for additional maintenance because of the TTY functionality added to the call boxes. Based on 1,450 call boxes in the system, the additional cost when the system is 100% transitioned will be (in FY 10/11) will be approximately $34,000.

SANBAG Contract No. 05-006-02

by and between

San Bernardino Service Authority for Freeway Emergencies

and

Comarco Wireless Technologies

for

Call Box Maintenance and Installation

FOR ACCOUNTING PURPOSES ONLY

☒ Payable	Vendor Contract # _____	Retention:	☐ Original
☐ Receivable	Vendor ID CWTI	☐ Yes _____ % ☒ No	☒ Amendment

Notes:

Original Contract:	$ 5,785,129	Previous Amendments Total:	$ 150,625
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ 1,580,000
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 7,515,754

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
702C5006	5531	CMV	0760	$ 1,580,000
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	11/3/04	Contract Start: 11/1/04	Contract End: 6/30/10
New Amend. Approval (Board) Date:	1/10/07	Amend. Start: 1/10/07	Amend. End: 6/30/10

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: 0607 $ 1,592,392	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ 2,370,246

Is this consistent with the adopted budget? ☐Yes ☒No

If yes, which Task includes budget authority? _____

If no, has the budget amendment been submitted? ☒Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐No ☐Yes _____%

Task Manager:	Contract Manager:
12/12/06	
Task Manager Signature Date	Contract Manager Signature Date
12/12/06	
Chief Financial Officer Signature Date	

Filename: CSS0600602-mmk.doc

Form 28 06/06

Amendment No. 2 To Contract No. 05-006

By and Between

SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

And

COMARCO WIRELESS TECHNOLOGIES

For

Call Box Maintenance and Installation

WHEREAS, the San Bernardino Service Authority for Freeway Emergencies, hereinafter referred to as "SAFE" and Comarco Wireless Technologies, 25541 Commercentre Drive, Lake Forest, CA 92630, hereinafter referred to as "CONTRACTOR", have previously entered into an agreement effective November 3, 2004, wherein SAFE engaged CONTRACTOR to install, repair and maintain the motorist aid call box system on freeways and state highways within the boundaries of San Bernardino County and upgrade the system to a digital cellular signal; which agreement is hereinafter referred to as the "Agreement"; and,

WHEREAS, SAFE and CONTRACTOR desire to amend the Agreement to amend the scope of work to add additional work elements to the contract, as well as increase the contract not to exceed amount.

NOW THEREFORE, SAFE, and CONTRACTOR agree to amend the Agreement as follows:

1. Section I, Scope of Work, No.1, add the following provision to the end of the paragraph:

   CONTRACTOR shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise necessary to upgrade the SAFE call box system so that the call boxes are accessible to persons with speech, hearing and /or mobility improvements, as outlined in Section III.F below.

2. Section III, Fees and Payments, No.1 shall be amended as follows:

   The total amount of this contract shall not exceed seven million, five hundred fifteen thousand, seven hundred and fifty four dollars and no cents ($7,515,754.00) and consists of the following:

3. Section III, Fees and Payments, No.1, add a new Section F as follows:

The upgrade of call boxes to assist persons with hearing and speech impairments shall not exceed one million, two hundred eighty thousand dollars and no cents ($1,280,000.00). Compensation shall be based on time and materials necessary to upgrade 1,035 call boxes to add a TTY Lite functionality, or the best available technology at the time of upgrade and per the approval of the SAFE, per the following schedule:

1) By June 30, 2007, 392 call boxes shall be upgraded on SR 330, on Mountain Avenue, and the balance on Interstate (I) 15 starting at the Nevada State Line and heading south towards Barstow.

2) Between July 1, 2007 and June 30, 2008, 253 call boxes shall be upgraded on the balance of I 15 to State Route (SR) 138, SR 18, SR 38 and SR 210.

3) Between July 1 2008 and June 30, 2009, 390 call boxes shall be upgraded on SR 95, SR 62, SR 247, SR 58, SR 395, SR 138 and SR 2 and balance on the western portion of I 40, starting at Barstow and heading east.

Should CONTRACTOR not be able to complete the specific fiscal year schedule as identified above, CONTRACTOR shall notify SAFE in writing, by no later than March 30th of the fiscal year that is impacted, and shall indicate why this schedule cannot be met and when the CONTRACTOR can complete the fiscal year schedule.

4. Section III, Fees and Payments, No.1, add a new Section G as follows:

The mitigation of call boxes to provide improved access to persons with physical handicaps/limitations shall not exceed three hundred thousand dollars and no cents ($300,000.00). Compensation shall be based on time and materials necessary to retrofit approximately 550 call boxes to "L", "M", "F", "D" or "A" site types, so that there are no physical barriers for the motorists in accessing the call boxes. This mitigation may include moving the call boxes closer to the shoulder, as well as the removal of any handrails, pads, and retaining walls at the site. This work shall be completed by no later than June 30, 2007.

5. All other portions of this Agreement, which are not altered by this amendment, shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Agreement, and shall be effective on the date set forth above.

SAN BERNARDINO SAFE

By:_____
Dennis Hansberger, President

COMARCO WIRELESS TECHNOLOGIES

By:_____
Tom Franza, President

REVIEWED AND RECOMMENDED FOR APPROVAL FOR SAFE:

By:_____
Mark A. Grasso, Executive Director

APPROVED AS TO FORM FOR SAFE:

By:_____
Jean-Rene Basle, SAFE Counsel

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 10

Date: January 10, 2007

Subject: Amendments to the Development Mitigation Nexus Study

Recommendation:* Approve amendments to the Development Mitigation Nexus Study

Background: A provision of the Measure I 2010-2040 Ordinance, approved by the voters of San Bernardino County on November 2, 2004, requires each local jurisdiction in the urbanized areas of San Bernardino County to adopt a development mitigation program that addresses regional transportation needs and complies with the 2005 update of the Congestion Management Program (CMP). The Development Mitigation Nexus Study has established development contribution fair share requirements for jurisdictions in the Valley and Victor Valley. The Nexus Study was approved by the SANBAG Board of Directors in October 2005.

Since the approval of the Nexus Study, several jurisdictions have provided updated information on key projects and data used in the Nexus Study. Although a full update of the Nexus Study will be conducted in 2007, the amendments being considered in this agenda item involve changes that could affect local jurisdiction compliance with the CMP and Measure I Ordinance. The intent is to more accurately reflect cost and growth data based on the most recent information available from local jurisdictions.

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701C-RPG.DOC
20307000

Approval is requested on the following amendments:

1. Approve the proposed amendments to the Nexus Study submitted by the County of San Bernardino, included as Attachment 1
2. Add the Cypress Overcrossing ($20 million) million, Poplar Overcrossing ($15 million) and Mulberry Overcrossing ($15 million) to the City of Fontana's arterial project list.
3. Reduce the 2004 project costs for the Beech Interchange from $33 million to $27 million.

Tables 7 and 8 from the Nexus Study indicate each jurisdiction's fair share costs (i.e. from now through 2030) calculated using the previously agreed-upon methodology. These tables will be revised upon the approval of the amendments listed above. Acceptance of the above amendments is recommended in order to ensure that the most current information is used as the basis for assessing local jurisdiction compliance with the development mitigation program.

Financial Impact: This item is consistent with the adopted FY 2006-2007 budget. TN20307000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on December 20, 2006. *(Meeting chaired by Paul Eaton.)*

Responsible Staff: Ryan Graham, Transportation Planning Specialist
Steve Smith, Principal Transportation Analyst
Ty Schuiling, Director of Planning and Programming

ATTACHMENT 1: PROPOSED SANBAG NEXUS STUDY AMENDMENTS as of 12-5-06

1. Adelanto Sphere
   a. Delete project:
      US-395 from Calleja Road north to Desert Flower Road

2. Apple Valley Sphere
   a. Increase 2030 Single Family Dwelling Units from 2,650 to 4000.

   b. Delete projects:
      i. Widen Central Road from Roundup Road to Poppy Road
      ii. Widen Roundup Way from Kiowa to Central
      iii. Roundup Way at Central Road, signal installation

3. Chino Sphere
   a. Revise project limits (portion moved to Montclair Sphere):
      Change Pipeline from ".04m south of Philadelphia to Mission Blvd."
      to ".04m south of Philadelphia to *Phillips Blvd,*" widen 2 lanes, *.88 miles*, Total Cost: $1,760,000, Dev Share: $655,447

   b. Delete project (moved to Montclair Sphere):
      East End Ave from Phillips Blvd to Grand Ave – widen 2 lanes

   c. Delete project (annexed by City of Chino)
      Walnut Ave from .12m west of Norton to .3 miles east of Norton, widen 2 lanes

4. Colton Sphere
   a. Delete project:
      Pepper Ave from Slover to Valley, widen 2 to 4 lanes

5. Fontana Sphere
   a. Delete projects (completed since original Nexus Study submittal or not needed)
      i. Ceres Ave from Merrill Ave to Catawba Ave from 2 to 4 lanes
      ii. Duncan Canyon Rd from .33m west of I-15 to I-15, widen 2 lanes
      iii. San Bernardino Ave from Etiwanda Ave to Cherry Ave, widen 2 lanes
      iv. Valley Blvd from Etiwanda Ave to .40m east of Commerce, widen 2 lanes

   b. Revise project limits and costs:
      i. Change "Widen Cherry Ave from Valley to Foothill from 4 to 6 lanes" to "*Widen Bridge* Cherry Ave from *Whitram to Foothill*", .25m,
         Revised Cost: $5,000,000; Dev Share: $2,169,483
      ii. Change "Widen Beech Ave from Randall to Arrow Route from 2 to 4 lanes" to: "Widen Beech Ave from Randall to *Whitram* from 2 to 4 lanes", 1.5m
         Revised Cost: $1,500,000; Dev Share: $630,000

   c. Revise project costs (included traffic signals in SANBAG Nexus Study but not in County Plan, therefore reduce from $1.25mil per lane mile to $1m per lane mile):
      i. Widen Alder Ave from Taylor St to Valley Blvd from 2 to 4 lanes,
         Revised Cost: $180,000; Dev Share: $78,100

ii. Widen Alder Ave from Valley Blvd to San Bernardino Ave from 2 to 4 lanes
Revised Cost: $500,000; Dev Share: $216,944
iii. Widen Banana Ave from Jurupa to Slover from 2 to 4 lanes
Revised Cost: $1,620,000; Dev Share: $702,898
iv. Widen Beech Ave from Arrow Route to SH-66 from 2 to 4 lanes
Revised Cost: $1,020,000; Dev Share: $442,565
v. Widen Beech Ave from Valley to Randall Ave from 2 to 4 lanes
Revised Cost: $1,500,000; Dev Share: $650,831
vi. Widen Live Oak from Valley to Randall Ave from 2 to 4 lanes
Revised Cost: $2,000,000; Dev Share: $867,775
vii. Widen Live Oak Ave from Randall to Merrill from 2 to 4 lanes
Revised Cost: $1,020,000; Dev Share: $442,565
viii. Widen Live Oak Ave from Arrow Route to Foothill from 2 to 4 lanes
Revised Cost: $1,000,000; Dev Share: $433,888
ix. Widen Mulberry from Jurupa Ave to Slover Ave from 2 to 4 lanes
Revised Cost: $750,000; Dev Share: $325,416
x. Widen Mulberry from Valley Blvd to San Bernardino Ave from 2 to 4 lanes
Revised Cost: $1,000,000; Dev Share: $433,888
xi. Widen San Bernardino Ave from Alder Ave to Laurel Ave from 2 to 4 lanes
Revised Cost: $540,000; Dev Share: $234,299
xii. Widen Santa Ana Ave from Mulberry Ave to Redwood Ave from 2 to 4 lanes
Revised Cost: $1,875,000; Dev Share: $813,539
xiii. Widen Valley Blvd from Cherry to Hemlock from 5 to 6 lanes
Revised Cost: $375,000; Dev Share: $162,708

d. Revise project cost estimates:
i. Widen Arrow Route from Hickory Ave to Tokay Ave from 2 to 4 lanes
Revised Cost: $6,380,295; Dev Share: $2,768,331
ii. Widen Calabash Ave from Whittram Ave to Foothill Blvd from 2 to 4 lanes
Revised Cost: $1,599,952; Dev Share: $694,199
iii. Widen Merrill Ave from Cherry Ave to Catawba from 2 to 4 lanes
Revised Cost: $3,336,484; Dev Share: $1,447,659
iv. Widen Mulberry Ave from Valley Blvd to San Bernardino Ave from 2 to 4 lanes
Revised Cost: $975,580; Dev Share: $423,292
v. Widen Randall Ave from Cherry to Poplar from 2 to 4 lanes
Revised Cost: $3,063,322; Dev Share: $1,329,137
vi. Widen San Bernardino Ave from Cherry Ave to Fontana C/L from 2 to 4 lanes
Revised Cost: $2,438,951; Dev Share: $1,058,230
vii. Widen Valley Blvd from Commerce Dr to Almond Ave from 5 to 6 lanes
Revised Cost: $1,521,905; Dev Share: $660,336
viii. Widen Valley Blvd from Cherry Ave to Hemlock from 5 to 6 lanes
Revised Cost: $731,685; Dev Share: $317,469

6. Hesperia Sphere
a. Reduce lane mile costs on three Ranchero Road projects from $1.25 million/lane mile to $1 mil/lane mile. No traffic signals in County Plan.
i. Widen Ranchero Rd from Mariposa Rd east .94miles from 2 to 4 lanes
Revised Cost: $1,862,225; Dev Share: $771,296
ii. Widen Rancher Rd from .94m east of Mariposa to Escondido from 2 to 4 lanes
Revised Cost: $2,971,635; Dev Share: $1,230,792

iii. Widen Ranchero Rd from Escondido to Hesperia City limits from 2 to 4 lanes
Revised Cost: $1,981,090; Dev Share: $820,528
iv. Widen Summit Valley Rd from SR138 north 1.88 miles from 2 to 4 lanes
Revised Cost: $7,448,889; Dev Share: $3,085,185
v. Widen Summit Valley Rd from 1.88m no of SR138 north 2.18m from 2 to 4
Revised Cost: $8,637,553; Dev Share: $3,577,502
vi. Widen Summit Valley Rd from 4.31m no of SR138 north 1.2m from 2 to 4 lanes
Revised Cost: $4,754,616; Dev Share: $1,969,267

7. Loma Linda Sphere
   a. Delete project (to be annexed by City):
   Widen Barton Road from Loma Linda City Limits to California St.

8. Montclair Sphere
   a. Add project (moved from Chino Sphere):
   Pipeline Ave from Phillips Blvd to Mission Blvd, widen 2 lanes, 0.73 miles
   Total Cost: $1,760,000, Dev Share: $652,741

   b. Add project (moved from Chino Sphere):
   East End Ave from Phillips Blvd to Grand Ave – widen 2 lanes, 0.13 miles
   Total Cost: $567,368, Dev Share: $210,423

9. Redlands Sphere
   a. Add project (moved from Yucaipa Sphere):
   Crafton Hills Parkway from Wabash to Overcrest/Tennessee, construct 2 lane road, 0.51 miles
   Total Cost: $1,020,000; Dev Share: $376,467

10. Redlands "Donut Hole"
   a. Delete all major arterial road projects:
      i. Widen Alabama St from Lugonia Ave to Palmetto Ave
      ii. Widen California St from Almond Ave to San Bernardino Ave
      iii. Widen California St from San Bernardino Ave to Palmetto Ave
      iv. Widen Lugonia Ave from Alabama St Tennessee St
      v. Widen Lugonia Ave from California St to Alabama St
      vi. Widen Nevada St from Lugonia Ave to Palmetto
      vii. Widen Palmetto Ave from California St to Alabama St
      viii. Widen San Bernardino Ave from California St Alabama St
      ix. Widen San Bernardino Ave from Alabama St to Redlands C/L

   b. Revise Growth Projections
      i. Reduce Retail Emp. 2030 from 3,500 to 2,723
      ii. Increase Non-Retail Emp 2030 from 2,000 to 9,213

11. Rialto Sphere
   a. Add project (moved from Fontana Sphere):
   San Bernardino Ave from Laurel Ave to .07m east of Larch (Rialto CL), widen 2 lanes, 1.31 miles, Total Cost: $3,275,000, Dev Share: $1,263,306

b. Add project:
Slover Ave from Alder Ave to Cactus Ave, widen 2 lanes, 2.35 miles
Total Cost: $4,700,000, Dev Share: $1,812,989

12. Upland Sphere
    a. Delete project (annexed by City of Upland):
    Arrow Route from .02m east of Claremont to .18m west of Central, widen 2 lanes

13. Victorville Sphere
    a. Delete projects:
        i. Widen Dos Palmas Road from San Mateo to Pacoima
        ii. Widen Dos Palmas road from Pacoima to Borego
        iii. Widen Emerald from Palmdale to Seneca
        iv. Widen Ridgecrest from Pah-ute to Chinquapin
        v. Widen Spring Valley Parkway from Huerta to Driftwood

14. Yucaipa Sphere
    a. Delete project (moved to Redlands Sphere):
    Crafton Hills Parkway from Wabash to Crafton PUD – construct 2 lanes
    Reason: Should be in Redlands Sphere

15. Change "San Bernardino County Non-Sphere" to "SB County Devore/Glen Helen Non-Sphere"

16. Change "San Bernardino County – Donut Hole" to "SB County Redlands 'Donut Hole'"

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 11

Date: January 10, 2007

Subject: Update on conformance with the San Bernardino County Congestion Management Program

Recommendation:* 1) Receive status of non-conforming local jurisdictions compliance with the SANBAG Development Mitigation Program requirements
2) Approve a determination of conformance with the requirements of the SANBAG Congestion Management Programs for local jurisdictions that have taken conforming actions prior to January 10th.

Background: Following a public hearing on December 6, 2006 the Board of Directors, acting as the San Bernardino County Congestion Management Agency, found that four jurisdictions were not conforming with the requirements of the Congestion Management Program (CMP). The four jurisdictions found to be not conforming to the CMP are the Cities of Loma Linda, Redlands, and Rialto and the County of San Bernardino. The local jurisdictions were determined to be not conforming with the requirements of the SANBAG CMP because they had not yet adopted a development mitigation program designed to collect the amount of development mitigation identified in the Nexus Study approved by the Board of Directors on November 2, 2005. Following the public hearing each of the non-conforming jurisdictions were sent a 90 day notice to return to conformance with the CMP or the State Controller's Office would be notified to begin withholding Section 2105 Gas Tax subventions.

Since the December 6, 2006 public hearing, each of the local jurisdictions found to be non-conforming have adopted development mitigation programs. Staff had reviewed the development mitigation programs for each of the local jurisdiction

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701B-RPG.DOC
20307000

prior to city council/Board of Supervisors approval. At the time of staff review, each of the programs was in conformance with the CMP with the exception of the County of San Bernardino. The conformance of the County's development mitigation program is subject to a Board action contained in a prior separate agenda item. Prior to the January 2007 Board of Directors meeting, the local jurisdictions will submit their programs for a determination of conformance with the CMP. Pending no significant changes to what had previously been reviewed, all of the local jurisdictions will be in conformance with the CMP, pursuant to California Government Code Section 65089.3.

Financial Impact: This item is consistent with the adopted FY 2006-2007 budget. TN20307000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item was reviewed and unanimously recommended for approval at the Plans and Programs Committee on December 20, 2006. *(Meeting chaired by Paul Eaton.)*

Responsible Staff: Ryan Graham, Transportation Planning Specialist
Steve Smith, Principal Transportation Analyst
Ty Schuiling, Director of Planning and Programming

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 12

Date: January 10, 2007

Subject: City of Fontana Project Advancement Agreement

Recommendation:* Approve Project Advancement Cooperative Agreement C07066 with the City of Fontana for the I-10/Cypress Avenue Overcrossing Project

Background: A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues was approved by the Board in December 2005. A model interagency agreement to implement the program was approved by the Board in April 2005.

The City of Fontana has approved the attached Cooperative Agreement for the I-10/Cypress Avenue Overcrossing project and is requesting approval by the Authority. The agreement commits the Authority to reimbursement of up to $10,245,502 in Measure I 2010-2040 revenues dedicated to Major Street Projects. The reimbursement schedule will be determined by the Measure I 2010-2040 Strategic Plan.

This commitment represents 1.3 percent of the Measure I revenue dedicated to the Major Street Projects. In addition, this represents 5 percent of the non-fair share amount for Fontana projects included in the SANBAG Nexus Study. When considered with all Major Street Projects agreements approved to date, the agreements represent 9 percent of the total Measure I revenue dedicated to these projects. Table 1 summarizes these commitments as well as other project advancement agreements that have been approved since development of this program.

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701A-ABZ.DOC
Attachments: ppc0612a1-abz; C07066
60907000

Financial Impact: The agreement commits the Authority to reimbursement of up to $10,245,502 in Measure I 2010-2040 revenues dedicated to Major Street Projects. The reimbursement schedule will be determined by the Measure I 2010-2040 Strategic Plan.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on December 20, 2006. *(Meeting chaired by Paul Eaton.)*

Responsible Staff: Andrea Zureick, Senior Transportation Analyst
Ty Schuiling, Director of Planning and Programming

BRD0701A-ABZ.DOC
Attachments: ppc0612a1-abz; C07066
60907000

TABLE 1
MEASURE I 2010- 2040
Project Advancement Program

Freeway Interchange Projects							% of Total Identified in Nexus Study/Exp
Agency	Contract No.	Board Approval	Project Location	Project Description	Cost Estimate	Measure Share	
Yucaipa	C07047	08/02/2006	I-10 at Oak Glen/Live Oak	Interchange Reconstruction	18,403,246	6,286,672	
Fontana	C07129	12/06/2006	I-15 at Duncan Canyon Rd	Construct New Interchange	18,000,000	4,068,000	
				TOTAL MEASURE COMMITMENT TO FREEWAY INTERCHANGE PROJECTS		10,354,672	2%

Major Street Projects							% of Total Identified in Nexus Study/Exp
Agency	Contract No.	Board Approval	Project Location	Project Description	Cost Estimate	Measure Share	
Chino Hills	C07022	07/05/2006	Peyton Dr	Widen from Grand Av to Chino Hills Pkwy	15,167,000	8,202,776	
				TOTAL MEASURE COMMITMENT TO CHINO HILLS		8,202,776	46%
Rancho Cucamonga	C07025	08/02/2006	Haven Ave	Construct Grade Separation	15,910,000	13,856,000	
				TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA		13,856,000	25%
Yucaipa	C07098	10/04/2006	Yucaipa Blvd	Widen South Side from 5th St to 12th St	2,898,400	1,224,750	
Yucaipa	C07099	10/04/2006	Oak Glen Rd	Widen from 2nd St to Bryant	500,000	345,000	
Yucaipa	C07100	10/04/2006	Oak Glen Rd	Widen from Yucaipa Bl to Avenue E	1,800,000	1,242,000	
Yucaipa	C07101	10/04/2006	Wildwood Canyon Rd	Intersection Improvements at 5th St	551,605	380,880	
				TOTAL MEASURE COMMITMENT TO YUCAIPA		3,192,630	5%
Fontana	C07058	12/06/2006	Baseline Ave.	Widen from Citrus Ave to 330' East of Mango Ave	7,550,000	5,134,000	
Fontana	C07059	12/06/2006	Cherry Ave	Widen from Jurupa Ave to Slover Ave	3,110,000	2,114,800	
Fontana	C07060	12/06/2006	Foothill Ave	Widen from East Ave to Hemlock Ave	7,400,000	5,032,000	
Fontana	C07061	12/06/2006	Sierra Ave	Widen from Baseline Ave to Walnut Ave	7,800,000	5,304,000	
Fontana	C07062	12/06/2006	Jurupa Ave	Widen from Etiwanda Ave to Sierra Ave	12,000,000	8,160,000	
Fontana	C07063	12/06/2006	Citrus Ave	Widen form Baseline Ave to So. Highland Ave	4,000,000	2,720,000	
Fontana	C07064	12/06/2006	Walnut Ave	Widen from Citrus Ave. to Sierra Ave	4,200,000	2,856,000	
Fontana	C07065	12/06/2006	So. Highland Ave	Widen from San Sevaine Rd to Citrus Ave	4,000,000	2,720,000	
Fontana	C07066	pending	Cypress Ave	Construct Overcrossing at I-10	20,000,000	10,245,502	
				TOTAL MEASURE COMMITMENT TO FONTANA		44,286,302	23%
				TOTAL MEASURE COMMITMENT TO MAJOR STREET PROJECTS		69,537,708	9%

ppc0612a1-abz.xls

SANBAG Contract No. C07066
by and between
San Bernardino County Transportation Authority
and
City of Fontana
for
I-10/Cypress Avenue Overcrossing Project

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # _____ Vendor ID _____	Retention: ☐ Yes _____ % ☒ No	☒ Original ☐ Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract:	$ 10,245,502	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → $ 10,245,502

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date: 1/10/07 Contract Start: 1/10/07 Contract End: TBD
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: _____ $ _____	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ _____

Is this consistent with the adopted budget? ☒Yes ☐No
If yes, which Task includes budget authority? N/A
If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:
☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐No ☐Yes _____%

Task Manager: **Ty Schuiling**	Contract Manager: **Andrea Zureick**
Task Manager Signature Date	Andrea Zureick 12-12-06 Contract Manager Signature Date
12/12/06 Chief Financial Officer Signature Date	

Filename: C07066

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07066

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

I-10/CYPRESS AVENUE OVERCROSSING PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the CITY OF FONTANA (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of I-10/Cypress Avenue Overcrossing Project (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of San Bernardino County or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to $10,245,502. The SANBAG Nexus Study states an actual cost of $20,000,000. In the event that the project cost is lower, the reimbursement percentage shall apply. In this event, the reimbursement shall be calculated as follows:
   a. Subtract $4,933,085 in Federal TEA-LU funds from the actual cost, as documented following the procedures outlined in SECTION II below
   b. Multiply the result by the reimbursement percentage (68%, from the SANBAG Development Mitigation Nexus Study, 2005)

   In the event that all or a portion of the Federal/State funds identified above are not available for application to this project, the reimbursement amount shall be recalculated to reflect the change in federal transportation funding. In the event that additional Federal/State funds are applied to this project (in addition to the grant listed above) the reimbursement amount shall be recalculated to reflect the change in Federal/State transportation funding.

   These calculations are based on the principles contained in Chapter 4, Section 4B of the 2005 Congestion Management Program prepared by the San Bernardino County Congestion Management Agency (CMA), adopted by the CMA in November, 2005. The two pertinent principles are:

   - Federal or state appropriations from transportation sources for specific projects will reduce the project costs, not just reduce the required developer mitigation. The percentage share of the remaining project costs allocated to development and other sources will remain the same.

   - Funds generated by local jurisdictions from non-transportation sources (federal, state or other) will be eligible for credit against local fair-share development contributions. In addition, SANBAG may permit the use of transportation dollars (federal or state appropriations) as a credit against local fair-share development contributions on an exception basis, when the local jurisdiction shows that such transportation dollars are net "new" dollars to the regional transportation system.

2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other

auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.

2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.

3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for: a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or; b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.

4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.

5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.

8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $10,245,502 (as adjusted based on the availability of Federal/State transportation funding as described in SECTION I) or the amount based on actual cost as derived in SECTION I, whichever is less.

2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.

3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as: a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and; b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.

4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.

5. In the event CITY fails to initiate construction by January 1, 2008, fails complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.

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

7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

San Bernardino County Transportation Authority

By: _____
Dennis Hansberger
President, SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: 12/04/06

City of Fontana

By: _____
Mark Nuaimi
Mayor

Date: 11-21-06

APPROVED AS TO FORM AND PROCEDURE:

By: _____

Date: 11-18-06

Attachment A

I-10/Cypress Avenue Overcrossing Project

Project Scope and Costs

Proposed Improvements:

- Realign Cypress Ave. Main Sewer Line to new N/S Street
- Relocate Utilities and Construct Storm Drain South of Valley Blvd.
- Widen Cypress Avenue North and South approaches to Overcrossing
- Construct Retaining Walls on Cypress Avenue
- Construct New Overcrossing at I-10/Cypress Avenue
- Construct New Overcrossing Structure over UPRR and Washington St.

Summary of Project Cost (Estimate):

• Plans, Specifications & Estimates	$ 2,000,000
• Right of Way	6,000,000
• Utility Relocation	1,500,000
• Roadway Items	5,500,000
• Bridge/Structural Items	5,000,000
Total Project Cost:	**$ 20,000,000**

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 13

Date: January 10, 2007

Subject: Measure I 2010-2040 Strategic Plan Draft Principles and Policy Issues

Recommendation:* 1) Endorse draft Measure I 2010-2040 Strategic Plan Principles and receive City Managers' and Comprehensive Transportation Plan Technical Advisory Committee (TAC) input on Strategic Plan policy issues.

2) Direct staff to further develop policy recommendations for the Valley Freeway, Interchange, and Major Street Programs based on input received from local jurisdictions.

Background: Development of the Measure I 2010-2040 Strategic Plan is currently focused on:

1) Project prioritization policies and procedures,

2) Evaluation of the need for and benefit of "frontloading" or advancing funding for selected programs through inter-program borrowing,

3) Further definition of the relationship of fair share development contributions to the fund allocation process, and

4) Definition of project development and delivery responsibilities for freeway interchange, major roadway, and grade separation projects.

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701C-TY.DOC
60907000

White papers were developed on these issues as they relate to the various Measure I 2010-2040 Programs and have been discussed at SANBAG's policy committees. These white papers include:

- the Cajon Pass Program,
- the Victor Valley Major Local Highway Projects Program,
- the Rural Mountain/Desert Major Local Projects Program
- the Valley Freeway Program
- the Valley Freeway Interchange Program
- the Valley Major Streets Program
- the Valley Metrolink/Rail Program
- the Valley Express Bus/Bus Rapid Transit Program
- Bond Financing Debt Capacity
- Inter-Program Issues
- Legislative Issues

These identify major technical and policy issues associated with these elements of the scope of work and alternative strategies to address them. The papers also address inter-programmatic issues (issues that affect multiple programs or may cause one program to affect others) that do not fit neatly into discussion of any one program, and Legislative issues that may affect or contribute to the success of the program.

Staff provided copies of all white papers to the membership of each committee and the Board of Directors as a whole for the October and subsequent meetings. The item was discussed by the Administrative Committee on November 8, the Major Projects Committee on November 9, the Plans and Programs Committee on November 15, the Commuter Rail Committee on November 16, and the Mountain-Desert Committee on November 17, 2006. Per direction from the committees, copies were also provided to the City Managers for presentation and discussion at their meeting on November 16, 2006, and to the TAC for its meeting on December 11, 2006.

Written responses were received from three managers (Attachment 1) and their comments are summarized below:

Fontana

- SANBAG policies should assist/promote getting projects to construction as soon as possible.
- SANBAG should set aside dollars to assist making projects shelf-ready.

- Project processing should be handled in parallel, not sequentially. This may require additional SANBAG staff, or individual jurisdictions may need to take more responsibility for moving projects forward.
- We need to cut through Caltrans red tape.
- We need a legislative strategy that can be used to get city support for funding requests.
- Funding from Proposition 1B should be treated as other earmarked funds, reducing the cost of the project, not considered as a direct offset of funding that would otherwise be provided by Measure I.
- SANBAG needs to be very aggressive in its bonding strategy. With costs escalating as they are, it makes sense to bond for as much as possible up front.

Rancho Cucamonga

Project Prioritization

- Top priority should be given to shelf-ready projects with federal or state funding to protect against loss of funds.
- 2nd priority should be assigned to locally advanced projects with agreements for later SANBAG reimbursement.
- 3rd priority should be assigned to projects that are contingent on funding by SANBAG.

Other Recommendations

- City supports funding or (or reimbursement of) preliminary engineering costs. *(Note that this is consistent with SANBAG policy so long as those costs for freeway interchange, arterial street, and railroad grade separation development are reflected as part of the project cost in the Nexus Study.)*
- City supports early bonding to expedite major project delivery.
- City supports clear separation of Valley and Mountain/Desert monies. *(Note that this is consistent with the provisions of Measure I.)*

Yucaipa

Valley Freeway Program

- City supports borrowing of funds among programs as long as it will not delay construction of other funded projects.
- City supports long-term financing if cost-effective and if it does not affect the delivery of arterial projects.

Interchange program

- Geographic equity should be maintained throughout the life of the program, not wait until the end of the Measure to try to achieve geographic balance. We prefer to cap access to funds for individual jurisdictions or distribute funding within geographic subregions.
- We do not support wholesale inter-program borrowing from arterial programs to other programs early in the life of the Measure.

Valley Major Streets Program

- The City is interested in frontloading to ensure the delivery of the arterial program.
- Arterial projects should be given priority over grade separations, as grade separations are more likely to receive other state and federal funds.
- Funds should be made available on a project readiness basis, with geographic equity controlled through capping for individual agencies or through distribution by geographic subregion.
- Funding should be conveyed as a reimbursement to the member agency.
- Cost overruns should be shared on a percentage basis, as dictated by the Nexus Study.
- The local jurisdictions should decide who will be lead agency, subject to SANBAG approval.

The managers also indicated support for and interest in more in-depth discussion by the TAC. Although limited discussion by the TAC had occurred previously, substantive discussion began on December 11th. Discussion was to have included issues associated with the Valley Major Streets, Valley Interchange, and Victor Valley Major Local Highway Projects Programs as well as inter-program issues, but ultimately focused on Valley Major Streets because of time constraints. It was recognized that many of the same issues will apply to the interchange program and some of the recommendations appear to be transferable, but the interchange program issue paper was not specifically discussed. Only one Victor Valley representative was in attendance, and staff expects to have one or more separate meetings in the near future with Mountain/Desert technical staff. The Victor Valley Major Local Highways Program is substantially different from the Valley Major Streets Program, and some of the direction provided in the TAC discussion of the Valley program may not apply to the Victor Valley.

A summary of the TAC input, related principally to the Valley Major Streets Programs follows:

Issue 1: Frontloading.

- Jurisdictions, particularly in the West Valley, view their arterial projects as a priority and generally would not want to borrow from those programs to the extent arterial projects would suffer significant delay. If there is inter-program borrowing from the arterial program, the amount borrowed needs to be limited or capped so as to maintain a degree of project delivery.
- Any decision to frontload (i.e., borrow from other programs) should consider and if possible, mitigate overall shortfalls in the purchasing power of the "loaning" program.
- Project advancement should be considered in the mainstream sales tax measure.

- In summary, a strong preference was stated for a strategy that limits or "caps" loans to other programs at a level that permits (at least) limited delivery of major street and grade separation projects from the outset of the program (White paper issue 1, option 2).

Issue 2: Arterial street projects versus railroad grade separations

- The TAC generally indicated that local jurisdictions should be allowed to set their own priorities. If jurisdictions have a large project, such as a railroad grade separation, they would like to be able to move that project at a time that they choose, not be subject to a regional priority list. *(Note that this is inconsistent with Manager input that arterial projects should be given priority over grade separations, as grade separations are more likely to receive other state and federal funds.)*

Issue 3: Allocation strategies

- Local jurisdictions have a strong preference for using a project readiness/local initiative basis for allocation, but also recognize the need for controls to assure reasonable geographic equity (i.e. preference for White Paper Option 2A).
- A formal call for projects is not needed. However, jurisdictions should be aware, for planning purposes, of the annual amount of funding expected to be available for allocation from the Major Street program, and SANBAG should be provided an estimate of the upcoming funding need for eligible projects through a mechanism such as capital improvement program submittals from member jurisdictions.
- The overall level of access to the Measure I Major Street Program dollars for each jurisdiction should be established through the public share of project costs contained in the Development Mitigation Nexus Study, which also defines the overall need. Adjustments can be made through Nexus Study updates.
- A project readiness/local initiative basis for allocation means that local jurisdictions have discretion over arterial project prioritization.
- Geographic equity in distribution of funds is important, but it is also recognized that there is a time clock associated with equity. Projects in certain areas may be built first, followed by projects in other geographic areas. Cities do this within their own boundaries. However, geographic equity (consistent with the Nexus Study) must be maintained over the life of the measure.

Issue 4: Conveyance of Measure I dollars

- The TAC expressed a consensus for Option 1, conveyance of funds through a reimbursement process.
- Jurisdictions are used to submitting invoices and getting paid back as projects are constructed.

- Provision needs to be made for reimbursement for project development activities as well. *(Reimbursement for these costs is appropriate in those cases in which the project development costs are included in the Nexus Study.)*

As noted previously, discussion among technical staff of the Victor Valley Major Local Highway Projects program has not yet occurred, discussion of the Valley Interchange Program and inter-programmatic issues will continue at the TAC in January, and consideration of TAC comments by the Mountain/Desert Committee will occur in January, tentatively leading to a report to the Board of Directors in February.

A more general issue that has been discussed internally and briefly with the TAC is the nature of the ultimate products of these discussions and deliberations. Staff suggests that a set of fundamental Measure I 2010-2040 principles would be of value to provide a framework for the more specific or detailed policies under discussion, and has prepared a preliminary draft for consideration:

MEASURE I 2010-2040 STRATEGIC PLAN
Suggested Principles

1) Deliver all Expenditure Plan projects at the earliest possible date.
2) Seek additional and supplemental funds as needed for completion of all Expenditure Plan projects.
3) Maximize leveraging of State, federal, local, and private dollars.
4) Ensure use of federal funds on otherwise federalized projects.
5) Sequence projects to maximize benefit, minimize impact to the traveling public, and support efficient delivery.
6) Provide for geographic equity over the life of the Measure.
7) Recognize that initiation of project development work on arterial, most interchange, and railroad crossing projects is the responsibility of local jurisdictions. Initiation of project development work on freeway mainline projects and interchange improvements required for the mainline projects is the responsibility of SANBAG.
8) Work proactively with agency partners to minimize the time and cost of project delivery.
9) Structure SANBAG to effectively deliver the Measure projects.
10) Exercise environmental stewardship in delivering the Measure projects.
11) Periodically update the Strategic Plan through the life of the Measure.
12) Utilize debt financing when and where appropriate.

Staff requests policy committee consideration and endorsement of these principles, and requests direction to further develop policy recommendations for the Valley Freeway, Interchange, and Major Street Programs and other issues as appropriate based on input received from local jurisdictions.

Financial Impact: This item is consistent with the approved Fiscal Year 2006-2007 Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on December 20, 2006. *(Meeting chaired by Paul Eaton.)*

Responsible Staff: Ty Schuiling, Director of Planning and Programming
Darren Kettle, Director of Freeway Construction
Deborah Barmack, Director of Management Services
Mike Bair, Director of Transit and Rail Programs
Terry McGuire, Chief Financial Officer

Tony Grasso

From: Ken Hunt [khunt@fontana.org]

Sent: Wednesday, November 22, 2006 9:22 AM

To: Tony Grasso

Cc: Paul Balbach; Amy Colbrunn

Subject: Comments on Policy

Tony

I wanted to take advantage of the opportunity to follow-up on some of the comments made at the City Manager TAC meeting last week in regards to Measure I Issues and Policies.

1. I think of critical importance is for Sanbag to develop policies that will assist/promote getting projects to construction sooner than later. In the past two to three years the project costs have escalated by approximately 100%. There is nothing more critical to the success of the project than the time/value of project completion. Some thoughts:

    a. Sanbag should set aside the necessary funding to assist projects in getting through the environmental process and into final design. Shelf ready projects should then be given priority for funding.
    b. Project processing should be handled in parallel not sequential. This may require additional staffing at Sanbag or the willingness of jurisdictions to step up to take responsibility for moving projects forward.
    c. Where appropriate we need to cut through the Caltrans red tape to keep projects moving forward. Sanbag should be working with local jurisdictions to provide technical assistance in this area.

2. With opportunities for funding from proposition 1B and the Federal Government, we need to develop a legislative strategy that can be used to get the cities in support of funding requests. Cities and Sanbag should be doing joint lobbying on the transportation front. We need to look at major corridors and get bilateral support for funding for those corridors. It does no good for Fontana to get $2 million by lobbying separately and then not have enough money to complete a project.

3. Ty said that Sanbag's policy is that if funding is received from outside sources (such as 1B), that funding will be used as a direct offset of the funding that would otherwise be provided by Measure I. Compare this policy to Sanbag's policy that if a city uses RDA funding on a project, that funding reduces the total cost of the project and then the balance of the project cost is shared in accordance with the percentage share for the project. These policies are inconsistent with each other and do fairly treat local funding issues for cities. In addition:

    a. A community such as Fontana is front loading the costs of these projects on the promise that they will be paid the Sanbag share at a future date. If outside funding sources such as IB are used to benefit Measure I funding, local funding is likely to dry up and I see no provision to pay back jurisdictions sooner than later.
    b. Local funding is likely more subject to delays in availability than is the Measure I money. Measure I can be bonded against based upon a fairly consistent revenue stream while local funding is dependent upon development, economic factors, availability of infrastructure, financial markets, etc.
    c. Fontana shares many critical projects with both Measure I and the County. It is possible that Fontana and Sanbag may have monies available and the county has no funding earmarked or has set other priorities for their funding. A policy which puts all monies received from 1B as an offset to Measure I funding may make the developed of critical projects difficult.

4. Finally, I think Sanbag needs to be very aggressive in its bonding strategy to get as much project funding up front as possible. I know there is discussion that the measure proceeds need to be spread out over the years so that not all of the proceeds are spent up front. I understand this concern, at the

same time, building a project today is going to be exponentially cheaper than building a project 15 years from now. Our goals have to be delivery of the promises. I would much rater be explaining why we built 90% of our projects and don't have any more money for the next 15 years than explaining that we were only able to build 40% of the projects because of cost increases spread out over a 30 year period.

Ken

Tony Grasso

From: Toni Schmidt [tschmidt@yucaipa.org]
Sent: Tuesday, December 05, 2006 8:54 AM
To: Tony Grasso
Subject: Comments regarding Measure I 2010-2040 Strategic Plan Policy Issues
Attachments: header.htm

Via Email: tgrasso@sanbag.ca.gov

December 5, 2006

Tony Grasso, Executive Director
SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Dear Mr. Grasso:

Thank you for the opportunity to provide comments regarding the Measure I 2010-2040 Strategic Plan Policy Issues, and more specifically the "white paper issues" affecting the City of Yucaipa. Of particular interest to the citizens in our community are the Valley Freeway Program, Freeway Interchange Projects, and the Valley Major Streets Program. The City of Yucaipa believes that the guiding principal of all future Measure I allocations must be in conformance with the language and intent of the Measure.

Valley Freeway Program

With respect to the Valley Freeway Program, the City of Yucaipa supports the loaning of funds between programs as required to continue project development on under-funded projects as long as it will not delay construction of other funded projects. We also recognize the need to evaluate linkages among freeway improvement projects and between freeway and interchange projects. The City also supports long-term financing, as required, to deliver important freeway improvement projects as long as it can be demonstrated to be cost effective. We are not in favor of a wholesale loan program that may ultimately affect the delivery of the County-wide Arterial Program committed to the voters in the Measure I, however.

Freeway Interchange Projects

The City believes that SANBAG should fund the 31 Freeway Interchange Projects identified in the Measure first, then evaluate others for possible funding. SANBAG must also take into account geographically equitable distribution throughout the life of the program. We cannot afford to wait until near the end of the Measure to try and "geographically balance" the programs.

Our preferred methodology is either to:

i. Cap access to funds for individual jurisdictions; or
ii. Alternatively, distribute funding within geographic sub-regions.

In addition, we support use of long-term financing for freeway interchanges in order to accelerate delivery of much needed interchange improvements throughout the Valley.

We also do not support wholesale inter-program borrowing ("front-loading") from arterial programs to other programs early in the life of the Measure, as the voters will be expecting the enhanced delivery of Arterial Improvement Projects in addition to the Freeway and Interchange Improvement Projects. Such borrowing may also put at risk our ability to ultimately deliver the aggregate percentage of Measure I funded arterial projects prescribed in the Measure if future cost increases exceed projections.

Valley Major Streets Program

The City is interested in limiting the "frontloading" that may occur to ensure the delivery of the Arterial Program promised to the San Bernardino County voters. We also believe arterial projects should be given priority over grade separations as the grade separations are more likely to receive other sources of state or federal funding, and the environmental approval process can be much more lengthy.

We believe Arterial Program funding should be made available to all member agencies on a project readiness basis with geographic equity (as the Measure calls for) controlled through capping for individual agencies (with some flexibility) or through distribution by geographic sub-region.

To remain consistent with state and federal aid programs and to simplify the process, Yucaipa feels that Measure I funding should be conveyed as a reimbursement to the member agency.

Finally, the City of Yucaipa believes cost overruns should be shared on a percentage basis as dictated by the Nexus Study and it should be left to the member agency to decide who will be lead agency, subject to SANBAG approval.

Thank you once again for the opportunity to participate in such an important process for the citizens of Yucaipa and the County of San Bernardino.

Sincerely,

John Tooker
City Manager

JT:ts

Mayor
WILLIAM J. ALEXANDER
Mayor Pro Tem
DIANE WILLIAMS
Councilmembers
REX GUTIERREZ
L. DENNIS MICHAEL
SAM SPAGNOLO
City Manager
JACK LAM, AICP

THE CITY OF RANCHO CUCAMONGA

November 27, 2006

Tony Grasso, Executive Director
San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410

RE: November 16th City/County Managers TAC Meeting (Measure I Issue Papers)

Dear Mr. Grasso:

Thank you for inviting myself and my staff to the November 16th TAC Meeting to discuss policy implementation for the Measure I 2010-2040 program. As you are aware, Measure I not only impacts regional issues, but is also important to local constituency groups including all 160,000 Rancho Cucamonga residents. We appreciate your giving local officials the opportunity to provide our input on funding priorities and policies.

After hearing all of the presentations last week, Rancho Cucamonga's stance on the prioritization of funding is as follows:

- 1st Priority – Federal or State funded projects that are ready to go (due to sunset regulations on federal and state monies).
- 2nd Priority – Fully funded projects sponsored by local agencies that can front the costs and take reimbursement from Measure I at a later date.
- 3rd Priority – Projects lacking funding until monies are available from SANBAG.

(**Preference should always be given to projects that are ready & have funding levels**)

Rancho Cucamonga's stance on the funding of preliminary engineering is as follows:

- Rancho Cucamonga supports Measure I funding of preliminary engineering costs (i.e. EIR, project studies, project design) if the local agency is willing and able to font the monies for these costs, and requests reimbursement upon completion.

- Rancho Cucamonga supports early bonds to keep progress of major projects moving along due to length of time these projects take from beginning studies to construction completion.

10500 Civic Center Dr. • P.O. Box 807 • Rancho Cucamonga, CA 91729-0807 • Tel 909-477-2700 • Fax 909-477-2849 • www.ci.rancho-cucamonga.ca.us

- In addition, Rancho Cucamonga strongly encourages keeping revenues for the Valley and Desert Regions in separate accounts. These two areas should not be competing for the same monies as their needs and priorities are so different.

Again, we thank you for including our thoughts and suggestions in this vital policy-making stage of the Measure I process. Please contact Joe O'Neil at (909) 477-2740 ext. 4011 if you have any questions or comments on the suggestions included herein.

Best regards,

Jack Lam, AICP
City Manager

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 14

Date: January 10, 2007

Subject: Measure I 2010-2040 Subarea Revenue Estimates

Recommendation:* Adopt the attached Measure I 2010-2040 revenue estimate by subarea for Measure I Strategic Planning purposes.

Background: On August 2, 2006, the Board of Directors approved revision of the Measure I 2010-2040 Revenue estimate upward from $6.0 billion in 2003 dollars to $8.0 billion in 2006 dollars. The revised forecast was a countywide revenue forecast based on a slightly higher forecast by Dr. John Husing, Consultant Economist to SANBAG.

Since the August meeting of the Board of Directors, staff has worked to develop a method to allocate the projected countywide Measure I 2010-2040 revenue to the geographic subareas of San Bernardino County. The intent is to provide the county subareas with a forecast amount of Measure I 2010-2040 to use for strategic planning purposes. The subareas are consistent with those contained in the Measure I 2010-2040 Expenditure Plan and include: the San Bernardino Valley, Colorado River, Morongo Basin, Mountains, North Desert, and Victor Valley. Per the Expenditure Plan, funding for the Cajon Pass improvements are funded by 3% of the San Bernardino Valley and 3% of the Victor Valley revenue.

Staff examined six alternatives for the allocation of Measure I 2010-2040 to the geographic subareas of the county, each of which produced a different distribution of Measure I funds. Every scenario was based on projection of differential demographic growth rates by subarea, controlled to the $8 billion Measure I revenue forecast adopted by the Board of Directors. Consequently, each scenario

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701A-RPG.DOC
60907000

shows the same amount of total Measure I revenue being generated; the allocation scenarios look only at different ways to allocate the annualized Measure I revenue to individual subareas. The six allocation alternatives considered include:

1. Baseline Scenario: The Baseline Scenario allocated Measure I 2010-2040 according to the average annual subarea distribution of revenue from existing Measure I for fiscal years 2001/2002 through 2005/2006. This scenario provides an example of what the allocation of revenue would be if the percentage by subarea over the last five years was simply projected into the future. As a point of reference, the average percent Measure I distribution from FY01/02 to FY05/06 is as follows: Valley 82.88%, Colorado River 0.27%, Morongo Basin 2.03%, Mountains 1.75%, North Desert 2.45 %, and Victor Valley 10.62 %.

2. 2004 Regional Transportation Plan (RTP) Population Growth: This approach uses the annualized average percent growth in population to the year 2030 used in the 2004 SCAG RTP. The logic of this scenario is that population growth is the key driver of consumption and of revenue generation.

3. Nexus Study/Local Input 2004 SCAG RTP Population Growth: This approach uses the annualized average percent growth in population, based on growth in dwelling units forecast in the SANBAG Nexus Study for the urbanized portions of the County. Where Nexus Study data were unavailable, local input into the 2004 RTP was used. Alternative 3 differs from alternative 2 in that it more closely reflects local input versus regional growth expectations.

4. 2004 RTP Retail Employment Growth: This approach uses the annualized average percent growth in retail employees forecast to the year 2030 by SCAG in the 2004 RTP. The logic of this scenario is that retail employment is a key indicator of retail sales.

5. Nexus Study / Local Input 2004 RTP Retail Employment Growth: This approach uses the annualized average percent growth in retail employees forecast in the Nexus Study for the urbanized portions of the County. Where Nexus Study data was unavailable, local input into the 2004 RTP was used. Alternative 5 differs from alternative 4 in that it more closely reflects local input versus regional growth expectations.

6. Per Capita Revenue Growth Times Population Growth: This approach used the past five years of historical per capita revenue (FY2001-2006) for each geographic subarea to calculate an annualized average percent

growth rate in per capita revenue. The annualized average percent growth rate was then multiplied by the annualized average population growth percentage derived from the Nexus Study / Local Input into the 2004 RTP for each geographic subarea. The result is an average annualized growth rate that considers both the historical growth in per capita revenue and the growth in population.

Staff presented the allocation alternatives to Dr. Husing for comment and review. Dr. Husing and staff mutually agreed that alternative 6 provides the best technically defensible methodology for allocating Measure I 2010-2040, for purposes of strategic planning. The allocation of Measure I by subarea using alternative 6 is included as Attachment A to this agenda item. The revenue is shown in 2006 dollars.

Several important points merit attention when considering the allocation scenarios presented in this agenda item. First, in this analysis, staff used the $8 billion forecast adopted by the Board of Directors on August 2, 2006 as a control total. Thus, the allocation scenarios considered in this analysis represent a zero sum game, because the subarea allocations were always controlled to the $8 billion. Consequently, any increase or decrease in one subarea's allocation resulted in a relative increase or decrease in the other subareas' allocations. The actual Measure I 2010-2040 distribution will depend on the changing demographics and economics of the subarea of the County. Growth or stagnation in one geographic subarea will not negatively or positively affect another subarea, as Measure I dollars are returned to the source of the geographic subarea, with the Cajon Pass revenue resulting from the 3% contribution from both the Valley and Victor Valley subareas.

Second, the largest absolute change in Measure I 2010-2040 occurred in the San Bernardino Valley and Victor Valley subareas depending on the revenue allocation alternative considered. Generally, all of the allocation alternatives produced numbers for the two regions in a range of $200 million. The range is fairly minor in terms of absolute and percentage change given the size of the estimated Measure I 2010-2040 revenue for the San Bernardino Valley and Victor Valley. The allocation alternatives, however, produced much more significant percent changes for the smaller subareas of the county, including the Colorado River, Morongo Basin, Mountains and North Desert.

Financial Impact: This item has no direct impact on the adopted SANBAG Budget. Staff activities associated with this item are consistent with the adopted SANBAG budget, Task No. 60907000, Agency Strategic Planning.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 20, 2006. *(Meeting chaired by Paul Eaton.)* The item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on October 20, 2006. *(Meeting chaired by James Lindley.)*

Responsible Staff: Ryan Graham
Transportation Planning Specialist

Attachment A: Estimated Revenue by Subarea (2006 $)
Based on Allocation Scenario 6

Estimated Revenue by Subarea ($1000s)								
Fiscal Yr	Cajon Pass	SB Valley	Col. River	Mor. Basin	Mtns.	No. Desert	V. Valley	Total Measure I
FY 10/11	$4,360	$124,966	$415	$3,162	$2,720	$3,808	$16,016	$155,447
FY 11/12	$4,597	$131,363	$420	$3,370	$2,901	$3,978	$17,263	$163,892
FY 12/13	$4,838	$137,865	$424	$3,586	$3,089	$4,150	$18,577	$172,529
FY 13/14	$5,088	$144,533	$428	$3,812	$3,286	$4,324	$19,969	$181,439
FY 14/15	$5,316	$150,554	$429	$4,026	$3,472	$4,477	$21,329	$189,603
FY 15/16	$5,537	$156,324	$429	$4,238	$3,658	$4,620	$22,708	$197,515
FY 16/17	$5,762	$162,158	$428	$4,457	$3,850	$4,764	$24,153	$205,572
FY 17/18	$5,994	$168,124	$427	$4,685	$4,049	$4,909	$25,677	$213,865
FY 18/19	$6,078	$169,904	$415	$4,801	$4,152	$4,931	$26,607	$216,887
FY 19/20	$6,164	$171,726	$404	$4,920	$4,258	$4,953	$27,575	$219,999
FY 20/21	$6,427	$178,438	$404	$5,183	$4,488	$5,116	$29,380	$229,436
FY 21/22	$6,698	$185,287	$404	$5,457	$4,728	$5,280	$31,281	$239,134
FY 22/23	$6,973	$192,197	$403	$5,739	$4,976	$5,444	$33,271	$249,003
FY 23/24	$7,191	$197,465	$398	$5,978	$5,187	$5,559	$35,050	$256,828
FY 24/25	$7,412	$202,760	$394	$6,223	$5,404	$5,673	$36,903	$264,770
FY 25/26	$7,628	$207,849	$388	$6,468	$5,620	$5,780	$38,789	$272,523
FY 26/27	$7,849	$213,035	$383	$6,722	$5,844	$5,889	$40,765	$280,487
FY 27/28	$7,938	$214,569	$371	$6,864	$5,972	$5,895	$42,100	$283,711
FY 28/29	$8,030	$216,146	$360	$7,010	$6,103	$5,902	$43,486	$287,038
FY 29/30	$8,260	$221,407	$355	$7,281	$6,343	$6,009	$45,674	$295,330
FY 30/31	$8,492	$226,647	$350	$7,557	$6,588	$6,114	$47,941	$303,689
FY 31/32	$8,731	$231,989	$344	$7,842	$6,841	$6,220	$50,316	$312,285
FY 32/33	$8,976	$237,436	$339	$8,138	$7,104	$6,328	$52,804	$321,124
FY 33/34	$9,229	$242,986	$334	$8,443	$7,376	$6,437	$55,409	$330,214
FY 34/35	$9,488	$248,643	$329	$8,760	$7,657	$6,546	$58,137	$339,561
FY 35/36	$9,782	$255,129	$325	$9,113	$7,971	$6,676	$61,167	$350,164
FY 36/37	$9,912	$257,255	$315	$9,317	$8,155	$6,691	$63,242	$354,887
FY 37/38	$10,044	$259,374	$306	$9,524	$8,342	$6,705	$65,380	$359,675
FY 38/39	$10,355	$266,059	$302	$9,905	$8,681	$6,836	$68,766	$370,905
FY 39/40	$10,677	$272,888	$298	$10,300	$9,034	$6,969	$72,321	$382,487
Total	$223,829	$6,045,076	$11,323	$192,880	$167,849	$166,987	$1,192,056	$8,000,000
% Share	2.80%	75.56%	0.14%	2.41%	2.10%	2.09%	14.90%	

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 15

Date: January 10, 2007

Subject: Fund Estimate (FE) for the 2006 State Transportation Improvement Program (STIP) Augmentation

Recommendation:* Receive report on the 2006 STIP Augmentation FE and adoption schedule.

Background: Proposition 1B, the Highway, Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, was approved by voters on November 7, 2006. This Act authorizes $2 billion in general obligation bond proceeds to be available for projects in the STIP. These funds will be deposited in the newly created Transportation Facilities Account (TFA) and will be available for the STIP when appropriated by the Legislature.

Because of funding constraints in the 2006 STIP, many projects statewide were either removed from the STIP or delayed to later years when funds would be available. In San Bernardino County, Segment 5 of the I-215 North project through San Bernardino was deprogrammed by the California Transportation Commission in approval of the 2006 STIP. Rather than wait for the 2008 STIP, the CTC has initiated a special STIP development cycle to augment the 2006 STIP. This will allow not only those projects that were either deprogrammed or delayed in the past to move forward but will also give an opportunity to add new projects to the STIP.

The CTC is scheduled to adopt the FE for the 2006 STIP Augmentation at its meeting on December 13, 2006. The draft FE identifies $2.2 billion of additional programming capacity available statewide in this augmentation.

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701B-ABZ.DOC
50007000
Attachments: ppc0612b1-abz.xls

Of this, $815 million is from the Public Transportation Account, which is a trust fund for transportation planning and mass transportation purposes, leaving $1.4 billion available statewide for highway and road projects. Because these proceeds are from bond proceeds, all of the new funds will be state-only funds.

Attachment 1 shows the current programming for San Bernardino County totaling about $453 million in the 2006 STIP. San Bernardino County receives 4.69% of the statewide total of new programming capacity, or $105.6 million. Because $64 million was left unprogrammed during the 2006 STIP cycle, the FE shows a net share of $169.7 million for San Bernardino County. Of this, $38.2 million may only be available for PTA-eligible projects. Unlike STIP cycles in the recent past, this augmentation does not prescribe annual programming targets, therefore projects may be programmed in the year they are expected to be delivered. As stated previously, the availability of bond proceeds will be subject to annual appropriations by the Legislature, however the CTC expects the Legislature will consider the annual programming in making those appropriations.

The Regional Transportation Improvement Program (TIP) is to be submitted to the CTC by April 2, 2007, and final CTC adoption of the 2006 STIP Augmentation is scheduled for June 7, 2007. Staff is beginning development of programming and scheduling priorities for the 2006 STIP Augmentation and will be presenting recommendations to the Policy Committees and Board in January and February 2007, respectively. The final 2006 STIP recommendations will be presented to the Board for approval in March 2007 for submission to the CTC. The complete schedule is included as Attachment 2.

It is important to note that the CTC plans to adopt the program of projects for the Corridor Mobility Improvement Account (CMIA) on March 1, 2007. The results of that decision will likely have an effect on the programming decisions for the STIP Augmentation.

Financial Impact: This item is consistent with the adopted FY 2006-2007 budget. TN50007000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on December 20, 2006. *(Meeting chaired by Paul Eaton.)*

Responsible Staff: Ty Schuiling, Director of Planning and Programming

BRD0701B-ABZ.DOC
50007000
Attachments: ppc0612b1-abz.xls

ATTACHMENT 1: RECAP OF 2006 - 2011 STIP

($ in thousands)

	REVENUE AVAILABLE THROUGH 2006 STIP CYCLE	Regional Improvement Program	Transportation Enhancements	AB2928	South Coast CMAQ (HOV)	STP	Measure I Maj. Proj.	DEMO	ITIP	Other	Project Total
2	Revenue Available through 2004 STIP Cycle	$629,477	$19,063								
3	2006 STIP Regional Improvement Program/Transportation Enhancements	$88,986	$5,423								
4	Less Lapsed Funds/Allocated Funds through June 2006	($1,300)	($7,342)								
5	Voted/Completed Projects No Longer in STIP through June 2005	($200,015)									
6	**Total Available**	**$517,148**	**$17,144**								
7											
8	**PROGRAMMED COMMITMENTS**										
9	Planning, Programming, & Monitoring Reserve (FY06/07 - FY10/11):	$2,916									$2,916
10	Planning, Programming, & Monitoring AB3090 Reimbursement (FY03/04):	$632									$632
11	SR-210 (30) Corridor (Design, ROW):	$114,371					$35,681				$150,052
12	SR-210 (30) Corridor (Segment 11/I-215 Const):	$32,967					$22,000				$54,967
13	I-215 North Corridor:	$256,862		$25,000	$90,432	$76,425	$110,474	$2,063		$56,500	$617,756
14	I-15 Northbound Widening Phase 2:	$25,843							$51,127	$1,760	$78,730
15	SR-138 Widening from I-15 to County Line (ROW and Const):	$15,450							$68,997		$84,447
16	US-395 Widening from I-15 to S.R. 58 (PA&ED):	$4,000							$4,000	$6,000	$14,000
17	Transportation Enhancements (TE) Reserve:		$14,688								$14,688
18	Colton/San Bernardino Bike Lane:		$660								$660
19	Fontana PE Inland Empire Trail:		$1,796								$1,796
20	TOTAL:	$453,041	$17,144	$25,000	$90,432	$76,425	$168,155	$2,063	$124,124	$64,260	$1,020,644
21											
22	**Total Unprogrammed Share Balance from 2006 STIP:**	**$64,107**	**$0**								

2006 STIP Augmentation Regional Improvement Program (Non-PTA):	***$67,419***
2006 STIP Augmentation Regional Improvement Program (PTA):	***$38,194***
	$169,720

NOTES (by line number):

9 Programming for FY 06/07 and FY 07/08 represents 1 percent set-aside for planning, programming, and monitoring activities out of the statutorily authorized 5 percent of the total RIP funds available. Programming for FY 08/09 - FY10/11 represents 1.1 percent set-aside.

10 An AB 3090 reimbursement was approved by the CTC in April 2004 so that costs incurred in FY 03/04 for PPM activities can be reimbursed by the STIP in FY 07/08.

13 See Item 29 below. "Other" represents deprogrammed funds for Segment 5.

19 Project was granted a one year allocation deadline extension to June 30, 2007. If funds are not allocated before that dat, they will be lost from the Couty Share.

22 During approval of the 2006 STIP, the CTC deprogrammed $56,500,000 for Segment 5 because of lack of programming capacity. In addition, the SANBAG Board established a set-aside for future Desert Interchanges totaling $6,385,000. The remaining $1,222,000 is a result of other programming adjustments.

ATTACHMENT 2
2006 STIP Augmentation Schedule

December 13, 2006	CTC adopts the 2006 STIP Augmentation Fund Estimate
January 2007	Staff presents Proposed 2006 STIP Augmentation to **Major Projects, Plans and Programs, and Mountain/Desert Committees** for information
February 7, 2007	Staff presents Proposed 2006 STIP Augmentation to **Board** for information
February 2007	Staff presents 2006 STIP Augmentation to **Major Projects, Plans and Programs, and Mountain/Desert Committees** for recommendation
March 7, 2007	Staff presents 2006 STIP Augmentation to **Board** for approval
April 2, 2007	Final STIP submittals due to CTC
April 25, 2007	CTC conducts South STIP Hearing
May 17, 2007	CTC Staff recommendations on the 2006 STIP Augmentation candidates
June 7, 2006	CTC adopts the 2006 STIP Augmentation

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE 1

■ 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: 16

Date: January 10, 2007

Subject: Agreement between the BNSF Railway Company, the City of San Bernardino, the County of San Bernardino and the San Bernardino Associated Governments (SANBAG) for construction and maintenance of a new grade separation at State Street/University Parkway

Recommendation:* Approve Construction and Maintenance Agreement R07151 between BNSF Railway Company, the City of San Bernardino, the County of San Bernardino and SANBAG to specify BNSF contribution towards funding the project, local agency responsibilities for construction and maintenance of a new grade separation, and acquisition of easements required to construct and maintain the grade separation as outlined in the Financial Impact Section.

Background: The State Street/University Parkway Grade Separation project is one of five grade separation projects funded by AB 2928 funding (TCRP). This agreement specifies that BNSF will make a 10% contribution towards the project upon completion of construction. The agreement also specifies that SANBAG will construct the new grade separation over BNSF property and will then transfer the completed project to the City and County of San Bernardino. Provisions are set forth detailing responsibilities for SANBAG during construction and responsibilities between the City and County of San Bernardino for ongoing maintenance of the bridge and the attachments to the bridge, such as lighting after construction is complete.

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701A-DMK.DOC
87107

In order to construct the new grade separation bridge, SANBAG will acquire from BNSF both a temporary construction easement to give the contractor area to utilize equipment to construct the bridge, and a permanent easement for the new bridge as it spans over BNSF tracks and has foundations which are located on BNSF property. Upon completion of construction, the permanent easement will be transferred to the County. These easements are included within the agreement and its attachments.

The agreement also recognizes that SANBAG will reimburse BNSF for their costs incurred during construction. These costs include the work BNSF will perform in the relocation of a track signal near the bridge which needs to move due to inadequate sight distance, flagging and inspection time by BNSF personnel to control the movement of trains on their tracks while construction operations are taking place, and removal of the existing at grade crossing.

Financial Impact: There will be a contribution of $1,884,281 by BNSF to SANBAG upon completion of the project. SANBAG will pay BNSF $89,250.00 for a Temporary Construction Easement and $70,750.00 for a permanent easement for the construction of the new bridge over BNSF right of way. SANBAG also agrees to reimburse BNSF for their costs during construction which include a track signal relocation, flagging and inspection time, and removal of the existing at grade crossing. These costs are estimated by BNSF to be $644,660. This contribution and the costs will all be under task 871. The easement costs will be incurred upon execution of the agreement, the BNSF personnel costs will be incurred throughout the construction of the project, and the contribution received from BNSF will be payable to SANBAG upon completion of construction. TN 87107000

Reviewed By: This item was reviewed and unanimously recommended for approved by the Plans and Programs Policy Committee on December 20, 2006. *(Meeting chaired by Paul Eaton.)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

BRD0701A-DMK.DOC
87107

SANBAG Contract No. R07151

by and between

San Bernardino County Transportation Authority

and

BNSF Railway Company

for

Construction and Maintenance Agreement for State Street/University Parkway Grade Separation

FOR ACCOUNTING PURPOSES ONLY

☒ Payable	Vendor Contract # _____	Retention:	☒ Original
☒ Receivable	Vendor ID _____	☐ Yes _____ % ☒ No	☐ Amendment

Notes:

Original Contract:	$ 1,079,621	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 1,079,621

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
87109	5554	BNSF	_____	$ 1,884,281R
87107	5554	TCRP	_____	$ 160,000P
87108	5554	TCRP	_____	$ 444,660P
87109	5554	TCRP	_____	$ 200,000P

Original Board Approved Contract Date: 1/3/07 Contract Start: 1/3/07 Contract End: 6/30/09

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: 06/07 $ 160,000	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ 644,660

Is this consistent with the adopted budget? ☒Yes ☐No

If yes, which Task includes budget authority? 871

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Darren Kettle** Contract Manager: **Dennis Saylor**

12-12-06 12/12/06

Task Manager Signature Date Contract Manager Signature Date

12/12/06

Chief Financial Officer Signature Date

Filename: R07151css-das.doc

Form 28 06/06

OVERHEAD AGREEMENT

BNSF File No. 026106V
State Street/University Parkway
Grade Separation
U.S. D.O.T. No. 026106V

This Agreement (**"Agreement"**), is executed to be effective as of this _____ day of _____, 2006 (**"Effective Date"**), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (**"BNSF"**), the **CITY OF SAN BERNARDINO**, a body corporate and politic of the State of California (**"CITY"**), the **COUNTY OF SAN BERNARDINO**, a body corporate and politic of the State of California (**"COUNTY"**), and the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California, hereinafter referred to as (**"SANBAG"**).

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the County of San Bernardino, California.

WHEREAS, CITY, COUNTY, and SANBAG propose to construct a railroad overhead structure and roadway on new alignment located approximately 312 feet southeasterly measured along the centerline of BNSF's Main Track #1 to carry State Street/University Parkway traffic over and across BNSF's **"Rail Corridor"** and tracks by means of a 4-span concrete structure to be known as the State Street/University Parkway Grade Separation (P.U.C. No. 2-76.6-A), DOT No. 026106V, with the abutments and bents to be of reinforced concrete.

WHEREAS, the existing State Street/University Parkway crossing at grade, P.U.C. No. 2-76.6, will be permanently removed as part of this project. The existing DOT No. 026106V shall be amended to cover the new State Street/University Parkway Grade Separation.

WHEREAS, the Public Utilities Commission of the State of California (**"Commission"**) by Order Decision (D.) 03-01-071, dated January 30, 2003 authorized the construction of the State Street/University Parkway Overhead Grade Separation and by Resolution TED – 206 dated November 29, 2005 granted a three year extension from March 1, 2006 to March 1, 2009 to exercise the authority granted by Decision (D.) 03-01-071.

WHEREAS, CITY, COUNTY, and SANBAG agree that SANBAG will design and construct the State Street/University Parkway Grade Separation with the CITY and COUNTY assuming ownership and maintenance responsibility upon completion of construction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1. The term **"Project"** as used herein includes any and all work related to the construction of the State Street/University Parkway Grade Separation, (hereinafter referred to as the **"Structure"**), and the removal of the existing State Street/University Parkway crossing at grade, P.U.C. No. 2-76.6, more particularly described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – BNSF OBLIGATIONS

IN CONSIDERATION of the covenants of the CITY, COUNTY and SANBAG set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon SANBAG's payment to BNSF of the sum of EIGHTYNINE THOUSAND TWO HUNDRED FIFTY DOLLARS ($89,250.00), BNSF shall grant to SANBAG, it's successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's Rail Corridor described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

(a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said rail corridor;

(b) Construct, operate, maintain, renew and/or relocate upon said Rail Corridor, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with CITY'S or COUNTY'S use of the Structure;

(c) Otherwise use or operate the Rail Corridor as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with CITY'S or COUNTY'S use of the Structure.

The Temporary Construction License shall be in the form attached hereto as Exhibit B and by this reference made a part hereof, and shall be for a term beginning on the Effective Date thereof and ending on the earlier of (i) completion of the Structure, or (ii) thirty six (36) months following the Effective Date. The Temporary Construction License and related rights to be given by BNSF to SANBAG shall be without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words therein contained. The Temporary Construction License shall be for construction of the Structure and for no other purpose. SANBAG acknowledges and agrees that SANBAG shall not have the right, under the Temporary Construction License, to use the Structure. In the event SANBAG is evicted by anyone owning, or claiming title to or any interest in said Rail Corridor, BNSF will not be liable to SANBAG for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to SANBAG pursuant to the Temporary Construction License.

Upon payment to BNSF of the additional sum of SEVENTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($70,750.00), such payment to be made within thirty (30) days of the giving of the notice required pursuant to Article III, Section 15 of this Agreement, BNSF shall deliver to SANBAG, its successors and assigns, a perpetual easement to enter upon and use that portion of BNSF's Rail Corridor described therein as is necessary to use and maintain the Structure. The Easement shall be in the form attached hereto as Exhibit B-1 and by this reference made a part hereof.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of SANBAG, which approval will not be unreasonably withheld. Construction of the Project will include the following principle elements of railroad work by BNSF:

(a) Procurement of materials, equipment and supplies necessary for the railroad work;

(b) Preliminary engineering, design, and contract preparation;

(c) Furnishing of flagging services necessary for the safety of BNSF's property and the

operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;

(c) Furnishing engineering and inspection as required in connection with the construction of the Project and;

(d) Removal and relocation of Intermediate Eastbound Signal 762 for Main 1 and Intermediate Eastbound Signal 764 for Main 2 to the west side (railroad direction) of the Structure;

(e) Removal of the automatic warning device signals from the existing State Street/University Parkway at-grade crossing (P.U.C. No. 2-76.6) and obliteration of said at-grade crossing between the rails and to two feet outside thereof.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements or by contractor(s) if necessary.

4. SANBAG agrees to reimburse BNSF for work of an emergency nature caused by SANBAG or SANBAG's contractor in connection with the Project which is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of SANBAG and SANBAG agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge SANBAG for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send SANBAG progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Pursuant to the California Prompt Payment Act, CALIFORNIA CODES, GOVERNMENT CODE, SECTION 927-927.12, SANBAG must reimburse BNSF for completed force-account work within forty-five (45) calendar days from the date of SANBAG's receipt of the invoice for such work. Upon completion of the Project, BNSF will send SANBAG a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. If SANBAG fails to make payment of a BNSF invoice within said forty-five (45) days, SANBAG shall pay a penalty at a rate of 1 percent above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account, not to exceed a rate of 15 percent pursuant to Section 927.8 (b) of said Government Code.

ARTICLE III – SANBAG OBLIGATIONS

In consideration of the covenants of CITY, COUNTY and BNSF set forth herein and the faithful performance thereof, SANBAG agrees as follows:

1. SANBAG must furnish to BNSF, CITY and COUNTY plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications with the railroad clearances expressed in **English Units**, must be submitted to BNSF, CITY and COUNTY for approval prior to commencement of any construction. BNSF will give SANBAG final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall

not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. SANBAG must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.

3. SANBAG must make any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

4. SANBAG must construct the Project as shown on the attached Exhibit A and do all work (**"SANBAG's Work"**) provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF herein. SANBAG must furnish all labor, materials, tools and equipment for the performance of SANBAG's Work. The principal elements of SANBAG's Work are as follows:

(a) Preliminary and final Engineering;

(b) Design and the Construction of the Structure;

(c) Install and remove a temporary construction fence along BNSF's southerly (BNSF direction) right of way line between the existing grade crossing and the new overpass;

(d) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's Rail Corridor;

(e) Provide suitable drainage, both temporary and permanent;

(f) Acquire all properties required to construct the Project and maintain the Structure;

(g) Application of the Commission's Crossing Number 2-76.6-A and D.O.T. Crossing Number 026106V in a conspicuous location on the Structure;

(h) Removal and obliteration of those portions of the existing State Street/University Parkway at-grade crossing (P.U.C. No. 2-76.6) from a line measured from two feet outside the rails to BNSF's property lines and;

(i) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

5. SANBAG's Work must be performed by SANBAG or SANBAG's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

6. SANBAG must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, SANBAG must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

7. SANBAG or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by SANBAG's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

8. SANBAG must include the following provisions in any contract with its contractor(s) performing work on said Project:

(a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or Rail Corridor. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's Project Engineer at telephone number 909 386 4079 and/or the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF Rail Corridor or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

(b) Failure to mark or identify these Lines will be sufficient cause for any BNSF Representative to stop construction at no cost to the SANBAG or BNSF until these items are completed.

(c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies).**THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

(d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

9. SANBAG must incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III, Sections 5, 6, 7, 8, 10, and 11; (ii) the provisions set forth in Article V, Sections 3, 5, 6, 7, 15 and 16; and (iii) the provisions set forth in Exhibit C, Exhibit C-I, and Exhibit F attached hereto and by reference made a part hereof.

10. Except as otherwise provided below in this Section 10, all construction work performed hereunder by SANBAG for the Project will be pursuant to a contract or contracts to be let by SANBAG, and all such contracts must include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's Rail Corridor must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

(c) No work will be commenced within BNSF's Rail Corridor until each of the prime contractors employed in connection with said work must have (i) executed and delivered

to BNSF a letter agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and

(d) If it is in SANBAG's best interest, SANBAG may direct that the construction of the Project be done by day labor under the direction and control of SANBAG, or if at any time, in the opinion of SANBAG, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, SANBAG may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, SANBAG will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

(e) To facilitate scheduling for the Project, SANBAG shall have its contractor give BNSF's Project Engineer at telephone number 909 386 4079 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and SANBAG's contractor will establish mutually agreeable work windows for the Project. SANBAG shall inform its contractor that any request for work windows with less that eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

11. The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein.

12. SANBAG must advise the BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, SANBAG must notify BNSF's Manager of Public Projects, in writing, of the date on which SANBAG, and/or CITY and/or COUNTY and/or SANBAG's Contractor will meet with BNSF for the purpose of making final inspection of the Project.

13. SANBAG, shall convey to County, within sixty (60) days after SANBAG'S notification of the completion date the Project, as provided for in Article III, Section 12 above, all of its right title and interest in the perpetual easement granted to SANBAG by BNSF pursuant to the provisions in Article II, Section 1 of this Agreement.

14. **TO THE FULLEST EXTENT PERMITTED BY LAW, SANBAG HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) SANBAG'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO SANBAG PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO SANBAG PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) SANBAG'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR (VII) AN ACT OR OMISSION OF SANBAG OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR**

INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY SANBAG WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

15. SANBAG must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from SANBAG. The Notice to Proceed must reference BNSF's file number 026106V.

ARTICLE IV – CITY AND COUNTY OBLIGATIONS

IN CONSIDERATION of the covenants of BNSF and SANBAG herein contained and the faithful performance thereof, CITY AND COUNTY agree:

1. To permit SANBAG to act as the responsible lead agency to design and construct the Project.

2. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF, CITY and COUNTY agree to the following terms upon completion of construction of the Project:

(a) BNSF will own and, at its sole cost and expense, maintain its roadbed, tracks, railroad drainage, and all other railroad facilities;

(b) COUNTY will own that portion of the Structure that is located over BNSF's property and within the COUNTY's jurisdiction, the highway approaches, and appurtenances thereto, lighting and drainage;

(c) COUNTY will maintain the entire Structure including CITY'S portion, the highway approaches, and appurtenances thereto, and drainage with the exception noted for lighting in (e) below; and will maintain the Commission's Crossing Number 2-76.6-A and D.O.T. Crossing Number 026106V as applied during construction of the Project. CITY shall reimburse COUNTY for the cost to maintain that portion of the bridge that is located within CITY'S ownership of the Structure;

(d) CITY will own that portion of the Structure that is located south (BNSF direction) compass northeasterly of BNSF's southerly property line and within the CITY's jurisdiction, and will reimburse COUNTY for the cost for maintaining the CITY'S portion of the Structure, the highway approaches, and appurtenances thereto, and drainage with the exception noted for the lighting in (e) below;

(e) COUNTY and CITY agree that CITY will maintain all of the lighting for the entire Structure. COUNTY shall reimburse CITY for the cost to maintain that portion of the lighting, including energy costs, that is located within COUNTY'S ownership of the Structure.

(f) CITY and COUNTY will, at their sole cost and expense, arrange for the removal of graffiti on that portion of the Structure which is located within their respective jurisdictions;

(g) It is understood by CITY and COUNTY that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities;

(h) Upon request from BNSF, COUNTY shall remove all trash and debris associated with the Structure from BNSF's property;

(i) If CITY and/or COUNTY (including their contractors and agents) or BNSF, on behalf of CITY and/or COUNTY, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then CITY and/or COUNTY or their contractors and/or agents must procure and maintain insurance coverage as contained in said Exhibit C-1 as the same may be revised from time to time.

(j) In lieu of providing a Railroad Protective Liability Policy, CITY and/or COUNTY may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy **if available** to CITY and/or COUNTY or its contractors. The limits of coverage are the same as above and;

(k) CITY and/or COUNTY must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.

3. CITY and COUNTY shall, upon SANBAG'S notice of the completion date of the Project pursuant to Article III, Section 12, vacate that portion of Street/University Parkway to public travel that will no longer be used by the traveling public due to the realignment of the roadway, reserving unto CITY and COUNTY the right to retain existing utilities and install future utilities. CITY and COUNTY also reserve the right to grant private parties ingress and egress over the vacated roadway with the exception that no right of ingress or egress shall be granted over BNSF'S Rail Corridor. Any new utilities proposed for installation over or under BNSF'S Rail Corridor must be covered by a separate license agreement between the owner of the utility and BNSF.

4. City will grant BNSF, as a part of this Agreement, a permanent, non exclusive, right of entry over that portion of State Street/University Parkway that will no longer be used by the traveling public between its point of intersection with the realigned roadway and BNSF's southerly property line (BNSF direction) compass northeasterly for use by BNSF as ingress and egress to its Rail Corridor for maintenance purposes as shown on said Exhibit A..

5. Subject to the restrictions imposed by Article V, Section 15 below, CITY and/or COUNTY must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's Rail Corridor for maintenance purposes. If the construction work hereunder is contracted, CITY and/or COUNTY must require its prime contractor(s) to comply with the obligations set forth in Exhibit C, Exhibit C-1 and Exhibit F, as the same may be revised from time to time. CITY and/or COUNTY will be responsible for its contractor(s) compliance with such obligations.

6. **TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (IV) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, INCLUDING WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE**

STRUCTURE BY CITY, OR (V)AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY CITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

7. TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF COUNTY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE COUNTY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF COUNTY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (IV) COUNTY'S BREACH OF THE EASEMENT GRANTED TO COUNTY PURSUANT TO ARTICLE II OF THIS AGREEMENT, COUNTY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR, (V) ANY RIGHTS OR INTERESTS GRANTED TO COUNTY PURSUANT TO THE EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) COUNTY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, INCLUDING WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY COUNTY, OR (VII)AN ACT OR OMISSION OF COUNTY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY COUNTY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

ARTICLE V – JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.

2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. SANBAG must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the

labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF shall have the right to request any SANBAG employee, CITY employee, or COUNTY employee, who enters BNSF's Rail Corridor and because of their incompetence, neglect of duty, unsafe conduct or misconduct and/or they adversely affected BNSF's operations or facilities, be removed from the Rail Corridor. In the event SANBAG, CITY or COUNTY elects not to honor such request, BNSF may stop work within its Rail Corridor until the matter has been fully resolved to BNSF's satisfaction. The party whose employee has been asked to leave the Rail Corridor will indemnify BNSF and the other parties against any claims arising from such removal.

5. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) SANBAG (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) SANBAG (or any of its contractors), prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; or (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project. The work stoppage will continue until all necessary actions are taken by SANBAG or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

SANBAG Director of Freeway Construction
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Fax: (909) 388-2002.

6. SANBAG's or any CITY or COUNTY employee, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("**PPE**") when on the BNSF's Rail Corridor during construction of the Project or performing subsequent maintenance after completion of construction. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site, www.contractororientation.com. A partial list of BNSF's PPE requirements include; a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF's representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the Partial list of requirements outlined in this Section 6 of Article V. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

7. SANBAG must supervise and inspect the operations of all SANBAG contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by SANBAG personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating Rail Corridor). Construction of the Project will not proceed until SANBAG corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify SANBAG Director of Freeway Construction for appropriate corrective action.

8. The Project funding is contemplated to come from state and local sources. Therefore BNSF will be required to contribute to the cost of construction of the Project, pursuant to Section 1202.5 (d) of the Public Utilities Code. The Project's cost for the purpose of determining cost apportionment is estimated to be $18,842,811, hereinafter referred to as "Estimated Cost" as shown on Exhibit G attached hereto and made a part hereof.

9. BNSF's share of the Estimated Cost, hereinafter referred to as **"BNSF's Share"**, shall be a Fixed Not To Exceed Amount of $1,884,281. BNSF's share has been determined to be 10% of the calculated amount of the Project that is apportioned to BNSF being 69% of the Estimated Cost in the amount of $27,195,700.

10. That BNSF will make payment in full of BNSF's Share upon receipt of a detailed invoice of the Project's final costs, together with written advice of the Project's date of completion as provided for hereinabove in Article III Section 12 with the date of BNSF's payment conditioned upon SANBAG furnishing BNSF sufficient advanced notification of the Project's completion date and a current estimate of the Project's final cost to enable BNSF to include BNSF's estimated Share in a subsequent Budget Year. BNSF's cut off date for its next years Capital Budget is August 31st.

11. SANBAG agrees to furnish BNSF's Manager Public Projects monthly Project Progress Reports that detail work completed, percentage of Project completeness, an updated projection of the Project's final cost, and the Project's estimated completion date for BNSF's use in budgeting BNSF's Share.

12. Notwithstanding the provisions of Sections 8 and 9 of this Article V, which contemplate the use of non Federal-aid funds for construction of the Project, if any Federal funds are used by SANBAG to finance the Project, BNSF will not be required to contribute to the Project's cost pursuant to the Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1.

13. Pursuant to this section and Article II, Section 6 herein, SANBAG must, out of funds made available to it for the construction of the Project, reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement.

14. All expenses detailed in statements sent to SANBAG pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

15. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, that would interfere with operations of the Rail Corridor will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

16. Subject to the restrictions imposed by Article V, Section 15 above, the construction of the Project will not commence until SANBAG gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number 026114M. and must state the time that construction activities will begin.

17. Within 90 days of the conclusion of the Project and final acceptance by BNSF, SANBAG must provide BNSF with a complete electronic set of the bridge plans with the railroad clearances (prepared in English Units). BNSF will also accept a marked up paper copy of the bridge plans labeled **"As Built"**. The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. The As Built plans must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.

18. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i)

the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be divided between BNSF and CITY and/or COUNTY in such shares as may be mutually agreed to by the parties hereto. Any alteration or reconstruction of the highway components of the Structure will be covered by a Commission order.

19. CITY and/or COUNTY may, at CITY and/or COUNTY'S sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the surface of BNSF's Rail Corridor to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF's prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement. Any alteration or reconstruction of the highway components of the Structure will be covered by a Commission order.

20. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto and the Federal Highway Administration, for a period of three (3) years from the date of the final BNSF invoice under this Agreement.

21. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

22. In the event construction of the Project does not commence within three (3) years of the Effective Date, this Agreement will become null and void.

23. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

24. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

25 This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF, CITY, COUNTY and SANBAG with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

26. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF Railway Company:	BNSF's Manager of Public Projects 740 E. Carnegie Drive San Bernardino, CA. 92408 Fax: 909 386 4479
SANBAG:	San Bernardino Associated Governments 1170 W. 3rd Street, 2nd. Floor San Bernardino, CA 92410 Attn. Director of Freeway Construction Fax 909 388 2002

City of San Bernardino	City of San Bernardino Attention: Mark Lancaster Deputy Director / City Engineer 300 North D Street San Bernardino, CA. 92418 Fax No: (909) 384-5573
County of San Bernardino	Department of Transportation Attention: Mr. Patrick J. Mead, Director 825 East 3rd. Street San Bernardino, CA. 92415-0835 Fax No.: (909) 387 8130

[Signature Page to Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____
Printed Name: Greg Fox
Title: Vice President Engineering

WITNESS:

_____

CITY OF SAN BERNARDINO

By_____
Patrick J. Morris
Its Mayor

APPROVED AS TO FORM:

James F. Penman, City Attorney

By:_____

Date:_____

COUNTY OF SAN BERNARDINO

By_____
Bill Postmus, Chairman
Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Dena Smith, Clerk of the Board
of Supervisors

By:_____
Deputy

APPROVED AS TO LEGAL FORM

Charles Scolastico, County Counsel
San Bernardino County, California

By:_____
Deputy

Date:_____

[Signatures continued next page]

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Printed Name: Dennis Hansberger
Title: President - Board of Directors

APPROVED AS TO FORM:

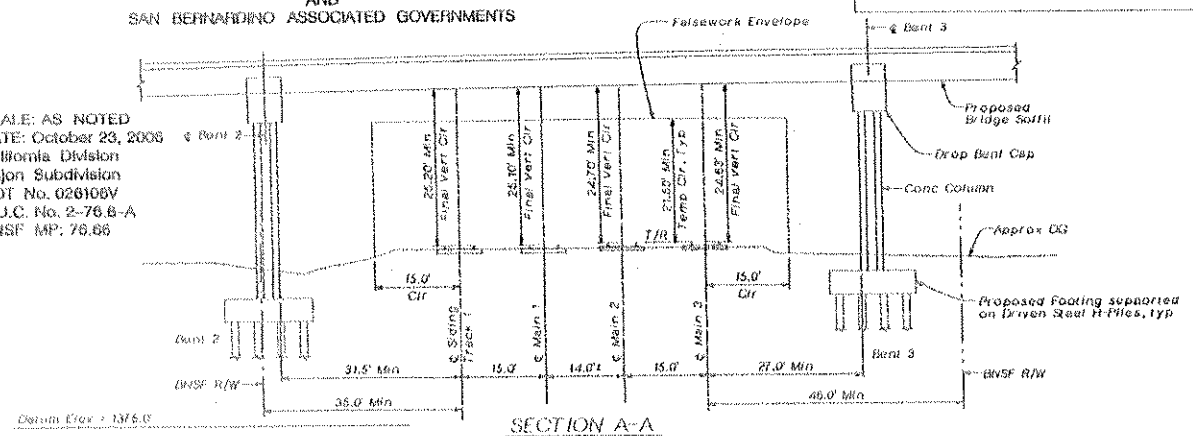
_____
Jean-Rene Basle
SANBAG Counsel

State Street/University Parkway November 29, 2006

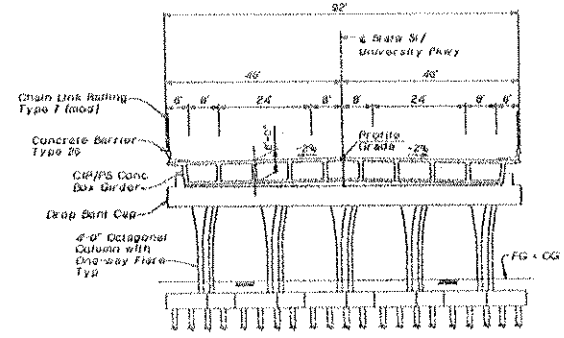
EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF SAN BERNADINO
AND
COUNTY OF SAN BERNARDINO
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS

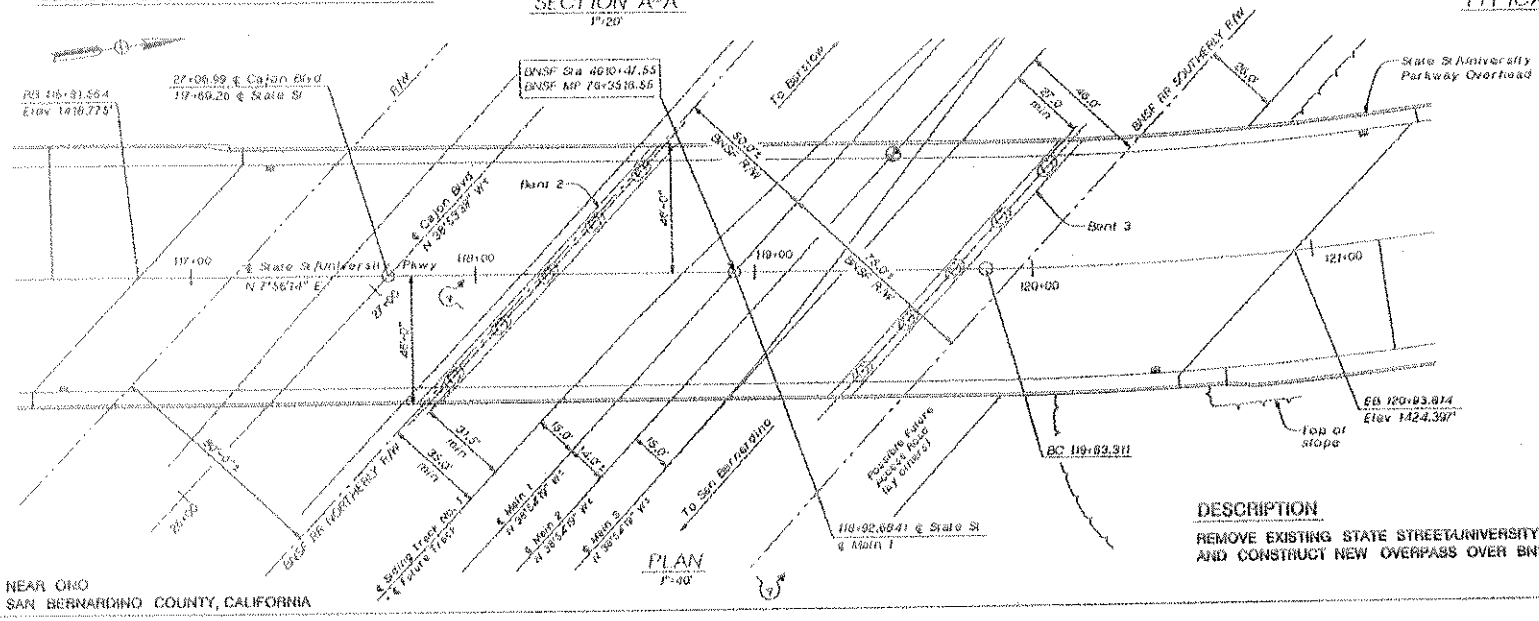
SCALE: AS NOTED
DATE: October 23, 2006
California Division
Cajon Subdivision
DOT No. 026106V
P.U.C. No. 2-76.6-A
BNSF MP: 76.66



SECTION A-A
1"=20'



TYPICAL SECTION
1"=30'



PLAN
1"=30'

DESCRIPTION

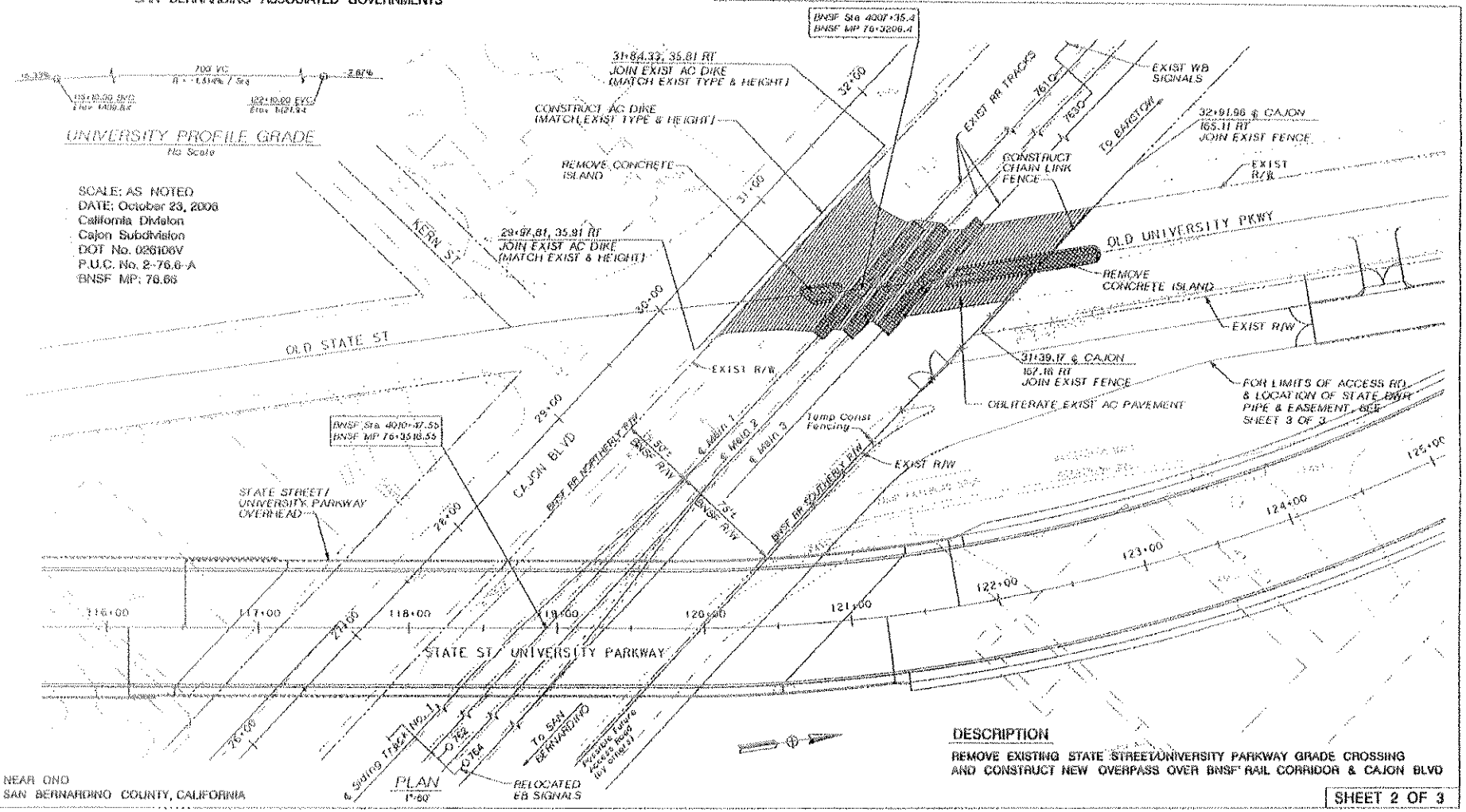
REMOVE EXISTING STATE STREET/UNIVERSITY PARKWAY GRADE CROSSING AND CONSTRUCT NEW OVERPASS OVER BNSF RAIL CORRIDOR & CAJON BLVD

NEAR ONO
SAN BERNARDINO COUNTY, CALIFORNIA

SHEET 1 OF 3

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF SAN BERNADINO
AND
COUNTY OF SAN BERNARDINO
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS



NEAR ONO
SAN BERNARDINO COUNTY, CALIFORNIA

DESCRIPTION

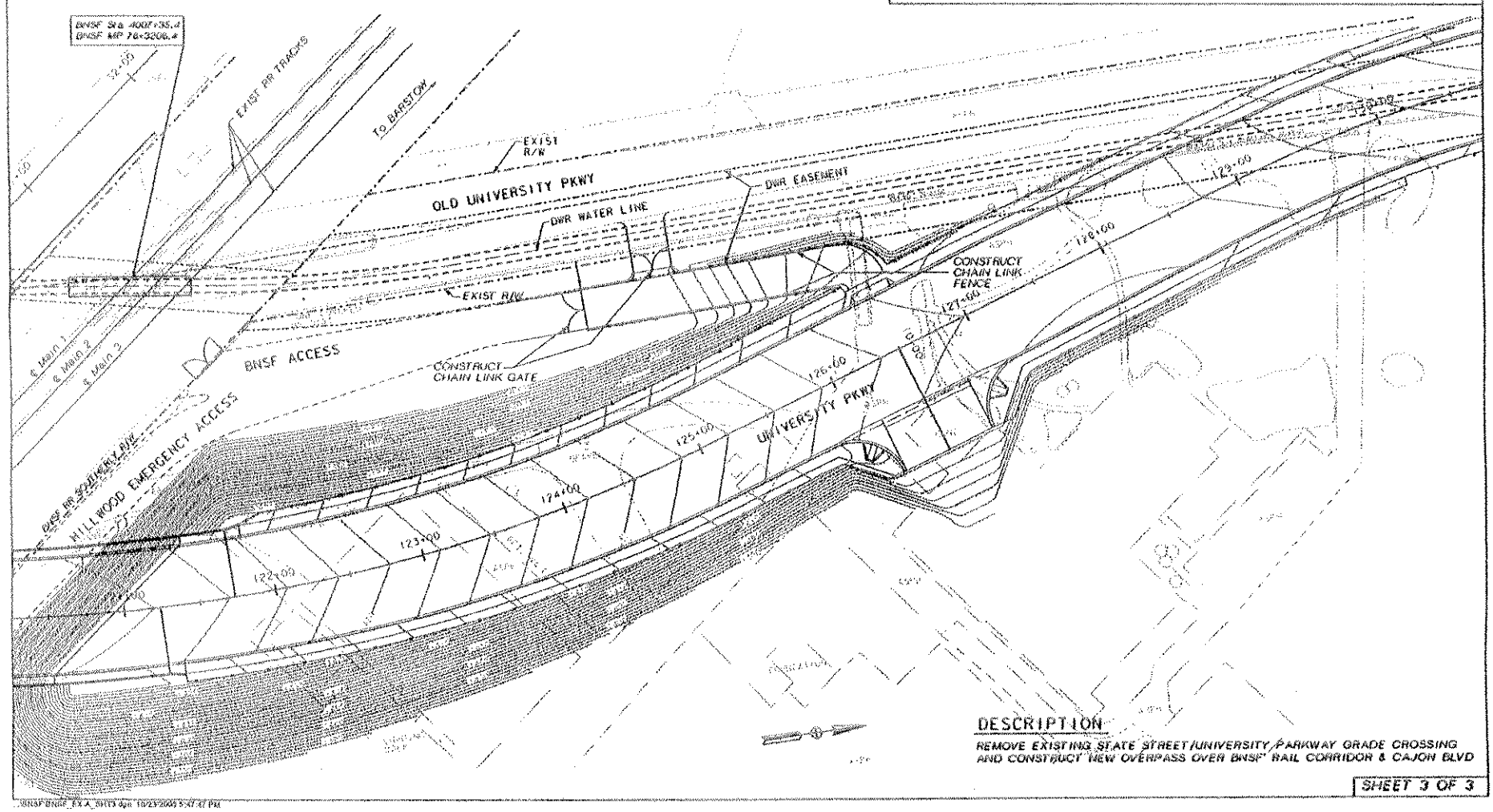
REMOVE EXISTING STATE STREET/UNIVERSITY PARKWAY GRADE CROSSING AND CONSTRUCT NEW OVERPASS OVER BNSF RAIL CORRIDOR & CAJON BLVD

SHEET 2 OF 3

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF SAN BERNADINO
AND
COUNTY OF SAN BERNARDINO
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS

SCALE: 1" = 60'
DATE: October 23rd, 2006
California Division
Cajon Subdivision
DOT No. 026106V
P.U.C. No. 2-76.6-A
BNSF MP: 76.66



DESCRIPTION

REMOVE EXISTING STATE STREET/UNIVERSITY PARKWAY GRADE CROSSING AND CONSTRUCT NEW OVERPASS OVER BNSF RAIL CORRIDOR & CAJON BLVD

SHEET 3 OF 3

Form Approved by VP-Law

EXHIBIT B

TEMPORARY CONSTRUCTION LICENSE
(State Street/University Parkway)

THIS TEMPORARY CONSTRUCTION LICENSE FOR the construction and maintenance of the new State Street/University Parkway Overhead ("Temporary Construction License") is made and entered into as of the ____ day of _____ 2006 ("Effective Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor"), and **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California ("Licensee").

A. Licensor owns or controls certain real property situated at or near the vicinity of San Bernardino, County of San Bernardino, State of California, at Mile Post 80+3935.09, Line Segment 7200-6, [Project # State Street/University Parkway Overhead], as described or depicted on Exhibit "A-3" attached hereto and made a part hereof (the "Premises").

B. Licensor and Licensee have entered into that certain Overhead Agreement dated as of _____ concerning improvements on or near the Premises (the "Overhead Agreement").

C. Licensee has requested that Licensor grant to Licensee a temporary non-exclusive license over the Premises in connection with the construction of the State Street/University Parkway Overhead as defined in the Overhead Agreement.

D. Licensor has agreed to grant Licensee such license, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 **Granting of License.**

1.1 License Purpose. Licensee shall use the Premises for such purposes as are necessary and incidental to the construction of the State Street/University Parkway Overhead as is set forth in the Overhead Agreement.

1.2 Grant. Licensor does hereby grant unto Licensee a temporary non-exclusive license ("License") over the Premises for the License Purpose and for no other purpose. The License is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "Laws"). Licensee may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the Overhead Agreement.

1.3 Reservations by Licensor. Licensor excepts and reserves the right, to be

exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

(a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "Lines") upon, over, under or across the Premises;

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

(c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all reasonable efforts to avoid material interference with the use of the Premises by Licensee for the License Purpose.

Section 2 **Term of License**. The term of the Temporary Construction License shall be for a period of four (4) years or completion of the project, whichever occurs first..

Section 3 **No Warranty of Any Conditions of the Premises.** Licensee acknowledges that Licensor has made no representation whatsoever to Licensee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Licensor's ownership interest in the Premises. Licensee has not relied on any statement or declaration of Licensor, oral or in writing, as an inducement to entering into this Temporary Construction License, other than as set forth herein. LICENSOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO LICENSEE OR ANY OF LICENSEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. LICENSEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS TEMPORARY CONSTRUCTION LICENSE IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON LICENSOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Licensee has inspected or will inspect the Premises, and enters upon Licensor's rail corridor and property with knowledge of its physical condition and the danger inherent in Licensor's rail operations on or near the Premises. Licensee acknowledges that this Temporary Construction License does not contain any implied warranties that Licensee or Licensee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Licensor's Interest in the Premises.** LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder.

Section 5 **Improvements**. Licensee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits,

approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Licensor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Licensor, the Licensee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Licensor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Licensee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "Other Improvements"), Licensee will be responsible at Licensee's sole risk to locate and make any adjustments necessary to such Other Improvements. Licensee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Licensee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Licensee must also use all reasonable methods when working on or near Licensor's property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist.

Section 6 Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements. In the event of Licensee's failure to do so, if Licensor shall become obligated to do so, Licensee shall be liable for all costs, expenses and judgments to or against Licensor, including all of Licensor's legal fees and expenses.

Section 8 Default and Termination.

8.1 Licensor's Performance Rights. If at any time Licensee, or Licensee's Contractors, fails to properly perform its obligations under this Temporary Construction License, Licensor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Licensee's sole cost, may arrange for the performance of such work as Licensor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Licensor, or anyone or anything present on the rail corridor or property with the authority or permission of Licensor. Licensee shall promptly reimburse Licensor for all costs of work performed on Licensee's behalf upon receipt of an invoice for such costs. Licensor's failure to perform any obligations of Licensee or Licensee's Contractors shall not alter the liability allocation set forth in this Temporary Construction License.

8.2 Effect of Termination or Expiration. Neither termination nor expiration will release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by Section 9.

8.3 Non-exclusive Remedies. The remedies set forth in this Section 8 shall be in addition to, and not in limitation of, any other remedies that Licensor may have under the Overhead Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 If said described premises, or any part thereof, shall at any time cease to be used by said Licensee, or by the public, for the purpose, as aforesaid for a period of two (2) consecutive years, or should they be converted to any other use whatsoever, or should the Licensee fail to perform

any of the conditions herein expressed, then upon written request by the Licensor, Licensee shall immediately request abandonment in accordance with the applicable statutes or laws of the State of California, and, subject to appropriations being made for the purpose by the California Transportation Commission, Licensee shall restore Premises to their prior condition.

Section 10 Liens. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises or attributable to Taxes that are the responsibility of Licensee pursuant to Section 6. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 10 or any other section of this Temporary Construction License.

Section 11 Tax Exchange. Licensor reserves the right to assign this Temporary Construction License to Apex Property & Track Exchange, Inc. ("Apex"). Apex is a qualified intermediary within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.1031(k)-1(g), for the purpose of completing a tax-deferred exchange under said Section 1031. Licensor shall bear all expenses associated with the use of Apex, or necessary to qualify this transaction as a tax-deferred exchange, and, except as otherwise provided herein, shall protect, reimburse, indemnify and hold harmless Licensee from and against any and all reasonable and necessary additional costs, expenses, including, attorneys fees, and liabilities which Licensee may incur as a result of Licensor's use of Apex or the qualification of this transaction as a tax-deferred transaction pursuant to Section 1031. Licensee shall cooperate with Licensor with respect to this tax-deferred exchange, and upon Licensor's request, shall execute such documents as may be required to effect this tax-deferred exchange.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the Overhead Agreement. Notices to Licensor under this License shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Licensor may from time to time direct by notice to Licensee.

Section 13 Recordation. It is understood and agreed that this Temporary Construction License shall not be recorded.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Temporary Construction License shall be decided according to the substantive laws of the State of California without regard to conflicts of law provisions.

14.2 In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Temporary Construction License, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Temporary Construction License is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Temporary Construction License will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Temporary Construction License a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Temporary Construction License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Temporary Construction License.

14.7 The terms of the Overhead Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this License.

Witness the execution of this Temporary Construction License as of the date first set forth above.

LICENSOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

LICENSEE:

SAN BERNARDINO ASSOCIATED GOVERNMENTS,

By: _____
Name: _____
Title: _____

EXHIBIT "A-3"
PAGE 1 OF 3

BEING A PORTION OF THE EAST ONE-HALF OF SECTION 19, TOWNSHIP ONE NORTH, RANGE FOUR WEST SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS;

TCE PARCEL A

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 WITH THE CENTERLINE OF THE MAIN TRACK OF THE B.N.S.F. RAILROAD. THE RIGHT OF WAY OF SAID MAIN TRACK LIES 75.00 FEET NORTHEASTERLY AND 50.00 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES AS DEFINED FOR THIS LEGAL DESCRIPTION; THENCE NORTH 38°55'18" WEST, 1792.16 FEET TO THE CENTERLINE OF UNIVERSITY PARKWAY REALIGNMENT; THENCE NORTH 07° 56'14" EAST 91.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 0° 35'18" AN ARC LENGTH OF 11.81 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID B.N.S.F. RAILROAD; THENCE NORTH 38° 55'18" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO A POINT LYING 61.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY SAID POINT ALSO BEING THE BEGINNING OF A NONTANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1089.00 TO WHICH A RADIAL LINE BEARS SOUTH 85° 48'21" EAST AND THE TRUE POINT OF BEGINNING ; THENCE SOUTHERLY AND PARALLEL WITH SAID CENTERLINE AND ALONG SAID NONTANGENT CURVE THROUGH A CENTRAL ANGLE OF 03° 44'35" AN ARC LENGTH OF 71.14 FEET; THENCE SOUTH 07° 56'14" WEST PARALLEL WITH SAID CENTERLINE,102.40 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 38° 55'18" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 171.47 FEET TO A POINT LYING 186.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY SAID POINT ALSO BEING THE BEGINNING OF A NONTANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 964.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 82° 58'31" EAST; THENCE NORTHERLY ALONG SAID NONTANGENT CURVE AND PARALLEL WITH SAID CENTERLINE THROUGH A CENTRAL ANGLE OF
11° 29'49" AN ARC LENGTH OF 193.44 FEET TO A POINT ON SAID NORTHEASTERLY B.N.S.F. RAILROAD RIGHT OF WAY LINE; THENCE SOUTH 38° 55'18" EAST ALONG SAID NORTHEASTERLY RIGHT A WAY LINE, 198.99 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.52 ACRES, 22,671 FEET MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION

BY Larry E Barnes 2-10-06

PROFESSIONAL LAND SURVEYOR
LARRY E. BARNES
No. 7766
EXP. 12-31-07
STATE OF CALIFORNIA

EXHIBIT "A-3"
PAGE 2 OF 3

BEING A PORTION OF THE EAST ONE-HALF OF SECTION 19, TOWNSHIP ONE NORTH, RANGE FOUR WEST SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS;

TCE PARCEL B

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 WITH THE CENTERLINE OF THE MAIN TRACK OF THE B.N.S.F. RAILROAD. THE RIGHT OF WAY OF SAID MAIN TRACK LIES 75.00 FEET NORTHEASTERLY AND 50.00 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES AS DEFINED FOR THIS LEGAL DESCRIPTION; THENCE NORTH 38°55'18" WEST, 1792.16 FEET TO THE CENTERLINE OF UNIVERSITY PARKWAY REALIGNMENT (61.00 FEET HALF-WIDTH); THENCE NORTH 07° 56'14" EAST 91.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 0° 35'18" AN ARC LENGTH OF 11.81 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID B.N.S.F. RAILROAD; THENCE SOUTH 38° 55'18" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 83.68 TO A POINT LYING 61.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTH 38° 55'18" EAST 171.31 FEET TO A POINT LYING 186.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY; THENCE SOUTH 07° 56'14" WEST PARALLEL WITH SAID CENTERLINE, 171.31 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 38° 55'18" WEST ALONG SAID RIGHT OF WAY LINE 171.31 FEET TO A POINT LYING 61.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY; THENCE NORTH 07° 56'14" EAST PARALLEL WITH SAID CENTERLINE 171.31 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.49 ACRES, 21,414 FEET MORE OR LESS.

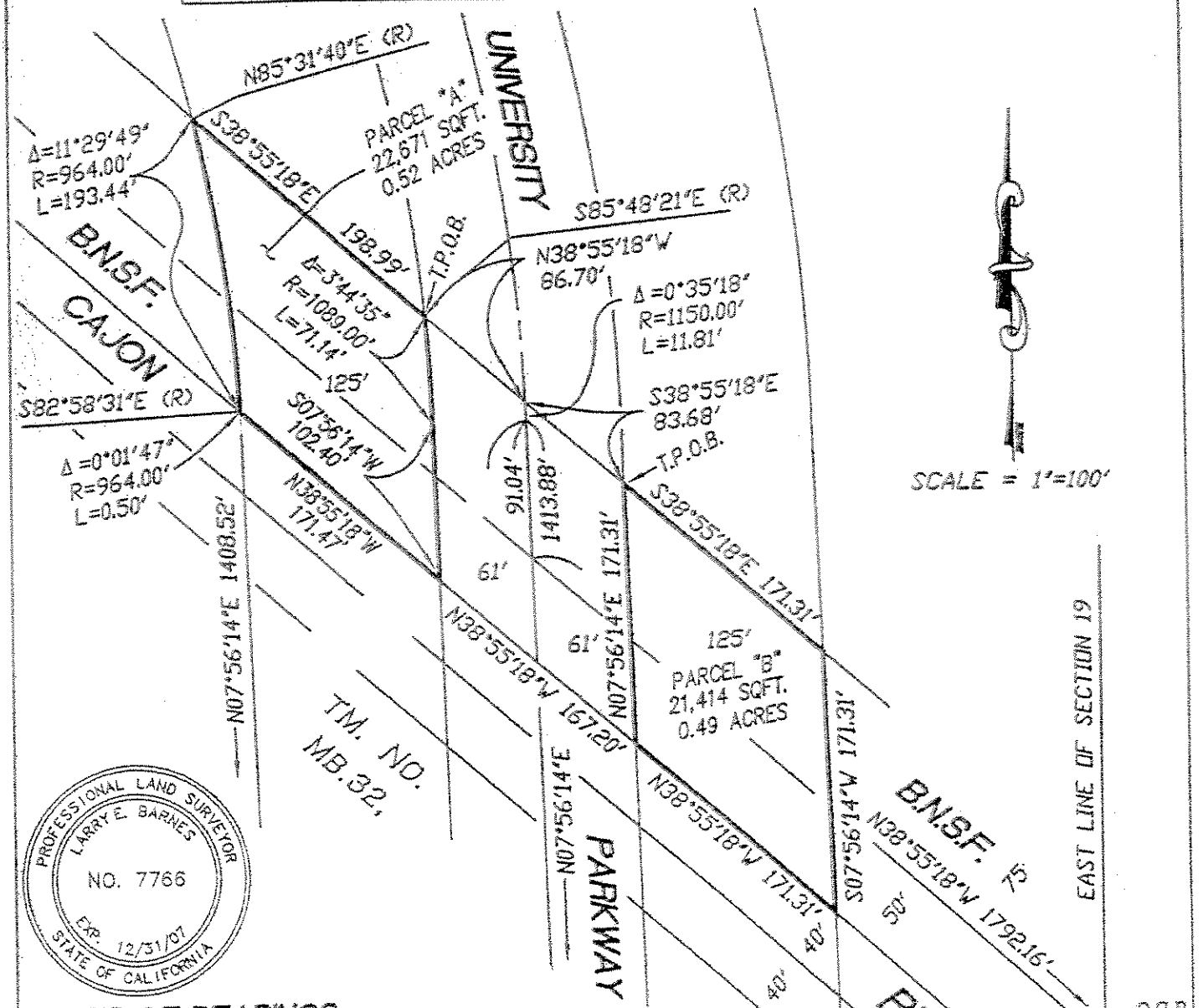
PREPARED BY ME OR UNDER MY DIRECTION

BY: Larry E Barnes 2-10-06

PROFESSIONAL LAND SURVEYOR
LARRY E. BARNES
No. 7766
EXP. 12-31-07
STATE OF CALIFORNIA

EXHIBIT "A-3"
PAGE 3 OF 3

OWNER	ASSESSORS PARCEL NUMBER
BURLINGTON NORTHERN & SANTA FE	



PROFESSIONAL LAND SURVEYOR
LARRY E. BARNES
NO. 7766
EXP. 12/31/07
STATE OF CALIFORNIA

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN SAN BERNARDINO COUNTY SURVEYOR'S HORIZONTAL CONTROL STATION "HIVERN" AND "JUNIOR" BEING NORTH 88°52'15" EAST (GRID)

PREPARED BY ME OR UNDER MY DIRECTION

BY: Larry E. Barnes 2-10-06

LARRY E. BARNES — DATE
LAND SURVEYOR, P.L.S. 7766
ADVANCED SURVEY CONCEPTS

EXHIBIT B-1

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ _____

...Computed on the consideration or value of Property conveyed, OR
...Computed on the consideration or value less liens or encumbrances remaining at time of sale.

_____
Signature of Declarant or Agent determining Tax - Firm Name

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **BNSF RAILWAY COMPANY**, (formerly known as The Burlington Northern and Santa Fe Railway Company and successor by merger to The Atchison, Topeka and Santa Fe Railway Company) a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, Grantor, for **SEVENTY THOUSAND SEVEN HUNDRED FIFTY and No/100 Dollars ($70,750.00)** to it paid by **SAN BERNARDINO ASSOCIATED GOVERNMENTS,** Grantee, and the promises of the Grantee hereinafter specified, does hereby grant unto the Grantee, subject to the terms and conditions hereinafter set forth, an **EASEMENT** for the purpose of constructing, reconstructing, maintaining and operating an overhead Structure and for no other purpose, located at Railroad Mile Post 80.75, Line Segment 7600-2, hereinafter called Structure, over, upon and across the premises, situated in the City of San Bernardino, County of San Bernardino, State of California, being more particularly described on Exhibits "A-1" and "A-2", attached hereto and by this reference made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information, pipelines, utility lines, track and facilities including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said Structure, and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards, and further reserving the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for said Structure.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Structure shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said Structure purposes.

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Structure on said premises.

5. If, during the term of this Easement, Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which are caused or which may be caused by reason of the uses authorized by such easement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the premises. To the extent permitted by California Government Code Section 14662.5, Grantee shall indemnify, protect and defend the Grantor from any and all liability, claims or demands, if any, which arise as a result of such release or violation.

6. Grantor and Grantee have entered into that certain Overhead Agreement dated as of _____ concerning the Premises (the "Overhead Agreement"). The terms of the Overhead Agreement, as may be amended from time to time, are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the Overhead Agreement is, for whatever reason, no longer in effect.

7. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

8. The Grantee or its contractor(s) shall telephone Grantor's Communication Network Control Center at (800) 533-2891 (a 24 hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved, and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.

9. If said described premises, or any part thereof, shall at any time voluntarily cease to be used by said Grantee, or by the public, for the purpose, as aforesaid for a period of two (2) consecutive years, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed after notice and a reasonable opportunity to cure, then upon written request by the Grantor, Grantee shall immediately request abandonment in accordance with the applicable statutes or laws of the State of California, and, subject to appropriations being made for the purpose by the California Transportation Commission, Grantee shall, remove said structure and restore Railroad's premises to the condition existing prior to construction of said structure.

10. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

11. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said BNSF RAILWAY COMPANY has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the _____ day of _____, 2006.

BNSF RAILWAY COMPANY

By: _____
David P. Schneider
General Director-
Land Revenue Management

ATTEST:

By: _____
Patricia Zbichorski
Assistant Secretary

Form 0106 Rev. 10/04

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this _____ day of _____, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David P. Schneider and Patricia Zbichorski, known to me to be General Director-Land Revenue Management and Assistant Secretary, respectively, of the corporation that executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

_____
Notary's Signature

My Commission Expires: _____

THIS IS TO CERTIFY, That San Bernardino Associated Governments hereby accepts for public purposes the real property described in the within deed and consents to the Recording thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2006

_____
Tony Grasso - Executive Director
San Bernardino Associated Governments

FORM APPROVED BY LAW

Form 0106 Rev. 10/04

EXHIBIT "A-1"

(LEGAL DESCRIPTION)

EXHIBIT "A-1"
PAGE 1 OF 1

BEING A PORTION OF THE EAST ONE-HALF OF SECTION 19, TOWNSHIP ONE NORTH, RANGE FOUR WEST SAN BERNARDINO MERIDAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 WITH THE CENTERLINE OF THE MAIN TRACK OF THE B.N.S.F. RAILROAD. THE RIGHT OF WAY OF SAID MAINTRACK LIES 75.00 FEET NORTHEASTERLY AND 50.00 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES AS DEFINED FOR THIS LEGAL DESCRIPTION; THENCE NORTH 38° 55'18" WEST, 1792.16 FEET TO THE CENTERLINE OF UNIVERSITY PARKWAY REALIGNMENT; THENCE NORTH 07° 56'14" EAST 91.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 0° 35'18" AN ARC LENGTH OF 11.81 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID B.N.S.F. RAILROAD SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 38° 55'18" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO A POINT LYING 61.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY SAID POINT ALSO BEING THE BEGINNING OF A NONTANGENT CURVE TO WHICH A RADIAL LINE BEARS SOUTH 85° 48'21" EAST; THENCE SOUTHERLY AND PARALLEL WITH SAID CENTERLINE AND ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 03° 44'35" AN ARC LENGTH OF 71.14 FEET; THENCE SOUTH 07° 56'14" WEST PARRALLEL WITH SAID CENTERLINE,102.40 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE SOUTH 38° 54'18" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 167.20 FEET TO A POINT LYING 61.0 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY; THENCE NORTH 07° 56'14" EAST PARALLEL WITH SAID CENTERLINE, 171.31 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE NORTH 38° 55'18" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY 83.68 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.48 ACRES, 20,952 FEET MORE OR LESS.

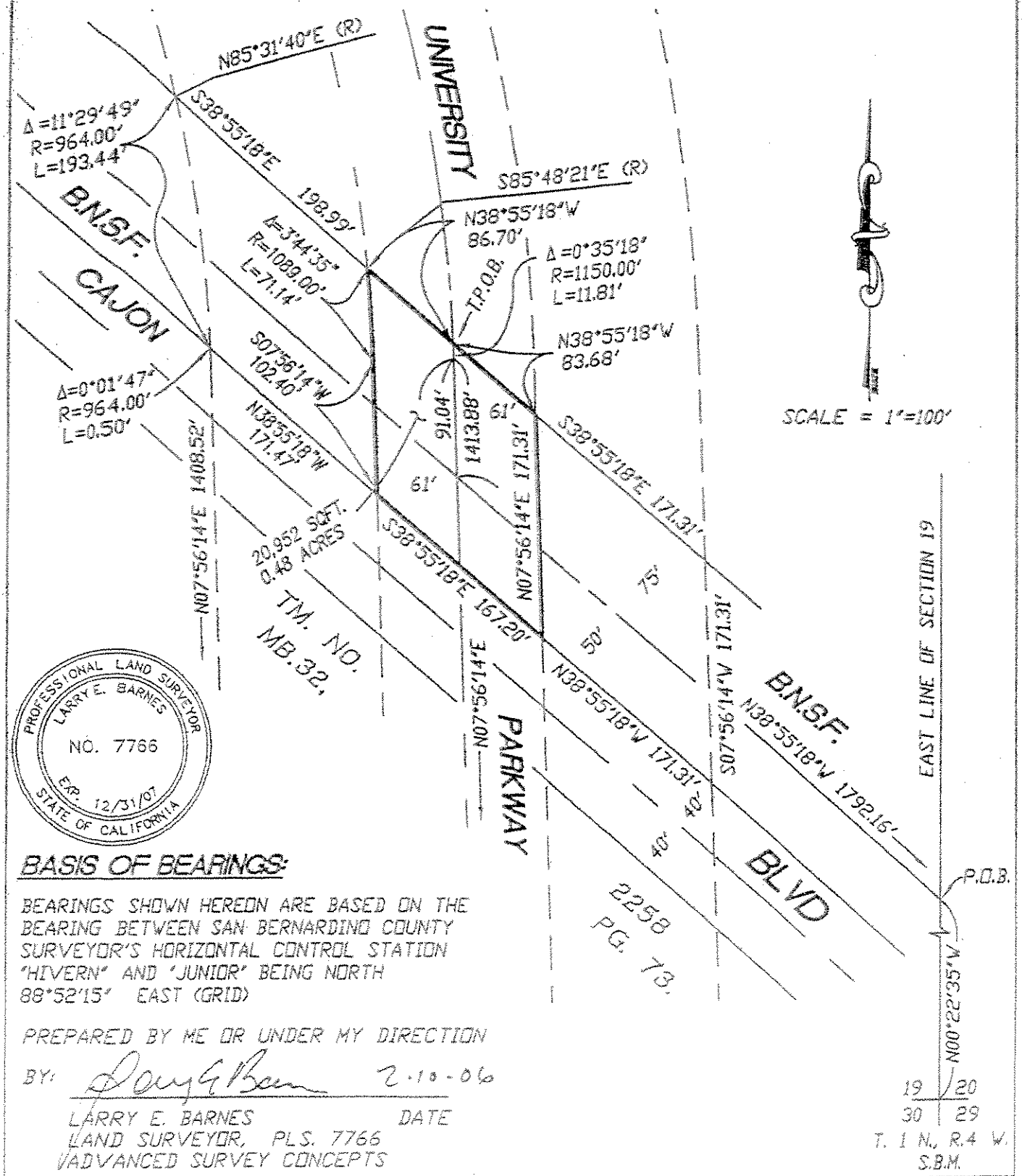
PREPARED BY ME OR UNDER MY DIRECTION

BY: Larry E Barnes 2-10-06

PROFESSIONAL LAND SURVEYOR
LARRY E. BARNES
No. 7766
EXP. 12-31-07
STATE OF CALIFORNIA

EXHIBIT "A-2"
PAGE 1 OF 1

OWNER	ASSESSORS PARCEL NUMBER
BURLINGTON NORTHERN & SANTA FE	



PROFESSIONAL LAND SURVEYOR
LARRY E. BARNES
NO. 7766
EXP. 12/31/07
STATE OF CALIFORNIA

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN SAN BERNARDINO COUNTY SURVEYOR'S HORIZONTAL CONTROL STATION "HIVERN" AND "JUNIOR" BEING NORTH 88°52'15" EAST (GRID)

PREPARED BY ME OR UNDER MY DIRECTION

BY: Larry E. Barnes 2-10-06

LARRY E. BARNES DATE
LAND SURVEYOR, PLS. 7766
ADVANCED SURVEY CONCEPTS

EXHIBIT "C"
CONTRACTOR REQUIREMENTS

1.01 General

- **1.01.01** The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of State Street/University Parkway Overhead.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1".

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations.

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify the (Agency) at _____ and Railway's Manager Public Projects, telephone number (909) 386-4472 at least thirty (30) calendar days before commencing any work on Railway Property. Contractors notification to Railway, must refer to Railroad's file 026114M.

- **1.01.07** For any falsework above any tracks or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 ½ horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's General Manager Michael Shircliff at telephone (909) 386 4150 Fax 909 386 4111 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
  - 15' 0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 31'-6"' Horizontally from centerline of Siding 1
  - 27'-0" Horizontally from centerline of Main 3
  - 24'-7" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the (Agency)_____ and must not be undertaken until approved in writing by the Railway, and until the (Agency)_____ has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by (Agency)_____ for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Private Crossing Agreement" from the Railway prior to moving his equipment or materials across

the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- 1.04.01 Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Protection of Railway Facilities and Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 909 386 4061) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- **1.05.02a** When in the opinion of the Railway's Representative it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.

- 1.05.02b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- 1.05.02c When work in any way interferes with the safe operation of trains at timetable speeds.

- 1.05.02d When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- 1.05.02e Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

- 1.05.03 Flagging services will be performed by qualified Railway flaggers.

- 1.05.03a Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

- 1.05.03b Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

- 1.05.03c The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the (Agency)_____. The estimated cost for one (1) flagger is $600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.

- 1.05.03d The average train traffic on this route is 94 freight trains per 24-hour period at a timetable speed of 35 MPH and 2 passenger trains at a timetable speed of 50 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01 Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.**

- **1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing <u>must</u> include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).**

- **1.06.03 Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.**

- **1.06.04 When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.**

- 1.06.05 Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- 1.06.06 Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be

reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visability work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09** The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest Railway track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway/rail at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Project Engineer (909 386 4079). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the

exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- 1.09.01 The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time:
County: _____ 3. Temperature: _____ 4. Weather
(if non-Railway location)

5. Social Security #

6. Name (last, first, mi)

7. Address: Street: _____ City: _____ St._____ Zip:

8. Date of Birth: _____ and/or Age _____ Gender:
(if available)

9. (a) Injury: _____ (b) Body Part:
(i.e. (a) Laceration (b) Hand)

11. Description of Accident (To include location, action, result, etc.):

12. Treatment:
? First Aid Only
? Required Medical Treatment
? Other Medical Treatment

13. Dr. Name _____ 30. Date:

14. Dr. Address:
Street: _____ City: _____ St: _____ Zip:

15. Hospital Name:

16. Hospital Address:
Street: _____ City: _____ St: _____ Zip:

17. Diagnosis:

FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX 909 386 4843

LAW DEPARTMENT APPROVED

OVERPASS EXHIBIT "C-1"

Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: 026106V
Agency Project: State Street/University Parkway Overpass

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 200_, with SAN BERNARDINO ASSOCIATED GOVERNMENTS for the performance of certain work in connection with the following project: remove the existing State Street/University Parkway grade crossing and construct a railroad overhead structure and roadway on new alignment located approximately 312 feet southeasterly measured along the centerline of BNSF's Main Track #1 to carry State Street/University Parkway traffic across BNSF's "Rail Corridor" and tracks and Cajon Boulevard by means of a 4-span concrete structure to be known as the State Street/University Parkway Overpass in the City and County of San Bernardino, CA. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for SAN BERNARDINO ASSOCIATED GOVERNMENTS (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL

EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of $5,000,000 each occurrence and an aggregate limit of at least $10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- It is agreed that any workers' compensation exclusion does not apply to ***Railroad*** payments related to the Federal Employers Liability Act or a ***Railroad*** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage

- Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
- California's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

D. Railroad Protective Liability insurance naming only the ***Railroad*** as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:
- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railroad*** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against ***Railroad*** for all claims and suits against ***Railroad***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railroad*** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railroad*** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by ***Railroad***. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and ***Railroad*** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming ***Railroad*** as additional insured must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of ***Railroad***. If granted by ***Railroad***, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all ***Railroad*** liabilities that would otherwise, in accordance with the provisions of this ***Agreement***, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to ***Railroad*** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify ***Railroad*** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from ***Railroad***, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RAILWAY COMPANY

Risk Management
2400 Western Center Blvd.
Fort Worth, TX 76131

Any insurance policy must be written by a reputable insurance company acceptable to ***Railroad*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this *Agreement* has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this *Agreement*. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above. Not more frequently than once every five years, ***Railroad*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming ***Railroad*** as an additional insured, and requiring that the subcontractor release, defend and indemnify ***Railroad*** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify ***Railroad*** herein.

Failure to provide evidence as required by this section will entitle, but not require, ***Railroad*** to terminate this *Agreement* immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this *Agreement*. Damages recoverable by ***Railroad*** will not be limited by the amount of the required insurance coverage.

For purposes of this section, ***Railroad*** means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with the provisions, obligations, requirements and limitations contained in the Contract and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these

arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as $50,000.00 per incident.

Contractor and its subcontractors must give Railway's representative 909 386 4079 eight (8) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

_____	BNSF Railway Company
(Contractor)	
By:_____	By:_____
Printed Name:_____	Name: Megan T. McIntyre
Title: _____	Manager Public Projects
Contact Person:_____	Accepted and effective this _____day of 20__.
Address_____	
_____	
City:_____State:___Zip:___	
Fax: _____	
Phone: _____	
E-mail: _____	

EXHIBIT D

Recapitulation of BNSF's Cost Estimates to do the following work:

Procurement of materials, equipment and supplies necessary for the railroad work;

Preliminary engineering, design, and contract preparation;

Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project;

Furnishing engineering and inspection as required in connection with the construction of the Project;

Removal and relocation of Intermediate Eastbound Signal 762 for Main 1 and Intermediate Eastbound Signal 764 for Main 2 to the west side (railroad direction) of the Structure and;

Removal of the automatic warning device signals from the existing State Street/University Parkway at-grade crossing (P.U.C. No. 2-76.6) and obliteration of said at-grade crossing between the rails and to two feet outside thereof.

Signal Estimate (Page 2)	$379,203
Flagging and Inspection (Page 3)	$227,366
Remove Crossing Main Track No. 1 (Page 4)	$12,697
Remove Crossing Main Track No. 2 (Page 5)	$12,697
Remove Crossing Main Track No. 3 (Page 6)	$12,697
TOTAL ESTIMATED COST BNSF WORK	**$644,660**

(See Estimate Details Pages 2 to 6)

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- ONO DETAILS OF ESTIMATE PLAN ITEM: 000119203 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

SIGNAL COST ESTIMATE FOR UNIVERSITY PKWY UNDERPASS AND THE REMOVAL OF THE EXISTING HIGHWAY CROSSING AT GRADE, M.P. 76.60, L/S 7600, CALIFORNIA DIV., CAJON SUBDIV.
MONTHLY POWER UTILITY COST CENTER: 61692
THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY.
THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS. DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.
CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.
THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

********** SIGNAL WORK ONLY **********

MAINTAIN PROPRIETARY CONFIDENTIALITY

DESCRIPTION	QUANTITY	U/M		COST	TOTAL $
**********					
LABOR					
**********					
PLACE FIELD WELDS - CAP	70.40	MH		1,554	
PLACE RAIL - CAP	34.88	MH		708	
SIGNAL FIELD LABOR - CAP	1736.00	MH		42,213	
SIGNAL SHOP LABOR - CAP	48.00	MH		1,085	
PAYROLL ASSOCIATED COSTS				36,752	
EQUIPMENT EXPENSES				11,407	
OA LABOR OVERHEADS				41,020	
PERDIEM EXPENSES				15,190	
INSURANCE EXPENSES				7,183	
TOTAL LABOR COST				157,112	157,112
**********					
MATERIAL					
**********					
PLUG RAIL, 136# INSULATED,BONDED, 20 FT	4.00	EA	X	2,784	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	8.00	KT	X	424	
ELECTRICAL METER POLE	1.00	LS		1,500	
M.P. 76.57	1.00	LS		1,000	
M.P. 76.65	1.00	LS		127,038	
MATERIAL HANDLING				6,636	
USE TAX				11,517	
OFFLINE TRANSPORTATION				1,670	
TOTAL MATERIAL COST				152,569	152,569
**********					
OTHER					
**********					
AC POWER SERVICE	1.00	LS		10,000	
CONTRACT ENGR.	1.00	LS		16,886	
MACHINE RENTAL	1.00	LS		6,448	
TOTAL OTHER ITEMS COST				33,334	33,334
PROJECT SUBTOTAL					343,015
CONTINGENCIES					34,301
BILL PREPARATION FEE					1,887
GROSS PROJECT COST					379,203
LESS COST PAID BY BNSF					0
TOTAL BILLABLE COST					379,203

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- VERDEMONT TO BASELINE DETAILS OF ESTIMATE PLAN ITEM: PTR026106V VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION
FLAGGING AND INSPECTION FOR THE UNIVERSITY AVENUE GRADE SEPARATION PROJECT, O.O.T. NO. 026 106 V, BETWEEN VERDEMONT, M.P. 76.60 AND BASELINE, M.P. 76.62, CAJON SUBDIVISION, SOUTHERN CALIFORNIA ENGINEERING DIVISION.

RFA NO. 59-358-06 AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
FLAGGING - BRIDGE - CAP	1925.00	MH	41,585	
PAYROLL ASSOCIATED COSTS			33,546	
EQUIPMENT EXPENSES			10,412	
DA LABOR OVERHEADS			37,443	
INSURANCE EXPENSES			6,557	
TOTAL LABOR COST			129,543	129,543
**********				
MATERIAL				
**********				
TOTAL MATERIAL COST			0	0
**********				
OTHER				
**********				
INSPECTION - CONTRACTOR / COORDINATOR	90.00	DAY	63,000	
LEASED VEHICLE	175.00	DAY	13,125	
TOTAL OTHER ITEMS COST			76,125	76,125
PROJECT SUBTOTAL				205,668
CONTINGENCIES				20,566
BILL PREPARATION FEE				1,132
GROSS PROJECT COST				227,366
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				227,366

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- VERDEMONT TO BASELINE DETAILS OF ESTIMATE PLAN ITEM: PTR026106VA VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION
CLOSURE OF UNIVERSITY AVENUE, D.O.T. NO. 026 106 V, PRIOR TO HIGHWAY OVERPASS BEING PUT TO SERVICE BETWEEN VERDEMONT, M.P. 76.58 AND BASELINE, M.P. 76.64, CAJON SUBDIVISION, SOUTHERN CALIFORNIA ENGINEERING DIVISION AS FOLLOWS:

* REMOVE MAINLINE 1 CROSSING, RUBBER SURFACE AND A/C PAVING MATERIAL

RFA NO. 5935806 AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
REMOVE PUBLIC CROSSING	46.97	MH	968	
SURFACE TRACK - REPLACEMENT - CAP	11.66	MH	253	
PAYROLL ASSOCIATED COSTS			984	
EQUIPMENT EXPENSES			644	
DA LABOR OVERHEADS			1,098	
PERDIEM EXPENSES			69	
INSURANCE EXPENSES			191	
TOTAL LABOR COST			4,207	4,207
**********				
MATERIAL				
**********				
TOTAL MATERIAL COST			0	0
**********				
OTHER				
**********				
DUMP FEES/HAULING/PERMITS	1.00	LS	8,334	
TOTAL OTHER ITEMS COST			8,334	8,334
PROJECT SUBTOTAL				12,541
CONTINGENCIES				92
BILL PREPARATION FEE				64
GROSS PROJECT COST				12,697
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				12,697

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- VERDEMONT TO BASELINE DETAILS OF ESTIMATE PLAN ITEM: PTR026106V8 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION
CLOSURE OF UNIVERSITY AVENUE, D.O.T. NO. 026 106 V, PRIOR TO HIGHWAY OVERPASS BEING PUT TO SERVICE BETWEEN VERDEMONT, M.P. 76.58 AND BASELINE, M.P. 76.64, CAJON SUBDIVISION, SOUTHERN CALIFORNIA ENGINEERING DIVISION AS FOLLOWS:

* REMOVE MAINLINE 2 CROSSING, RUBBER SURFACE AND A/C PAVING MATERIAL

RFA NO. 5935806 AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
REMOVE PUBLIC CROSSING	46.97	MH	968	
SURFACE TRACK - REPLACEMENT - CAP	11.66	MH	253	
PAYROLL ASSOCIATED COSTS			984	
EQUIPMENT EXPENSES			644	
DA LABOR OVERHEADS			1,098	
PERDIEM EXPENSES			69	
INSURANCE EXPENSES			191	
TOTAL LABOR COST			4,207	4,207
**********				
MATERIAL				
**********				
TOTAL MATERIAL COST			0	0
**********				
OTHER				
**********				
DUMP FEES/HAULING/PERMITS	1.00	LS	8,334	
TOTAL OTHER ITEMS COST			8,334	8,334
PROJECT SUBTOTAL				12,541
CONTINGENCIES				92
BILL PREPARATION FEE				64
GROSS PROJECT COST				12,697
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				12,697

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- VERDEMONT TO BASELINE DETAILS OF ESTIMATE PLAN ITEM: PTR026106VC VERSION: 1

PURPOSE. JUSTIFICATION AND DESCRIPTION
CLOSURE OF UNIVERSITY AVENUE. O.O.T. NO. 026 106 V. PRIOR TO HIGHWAY OVERPASS BEING PUT TO SERVICE BETWEEN VERDEMONT, M.P. 76.58 AND BASELINE, M.P. 76.64, CAJON SUBDIVISION, SOUTHERN CALIFORNIA ENGINEERING DIVISION AS FOLLOWS:

* REMOVE MAINLINE 3. CONCRETE SURFACE AND A/C PAVING MATERIAL

RFA NO. 5935806 AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
REMOVE PUBLIC CROSSING	46.97	MH	963	
SURFACE TRACK - REPLACEMENT - CAP	11.66	MH	253	
PAYROLL ASSOCIATED COSTS			984	
EQUIPMENT EXPENSES			644	
BA LABOR OVERHEADS			1,098	
PERDIEM EXPENSES			69	
INSURANCE EXPENSES			191	
TOTAL LABOR COST			4,207	4,207
**********				
MATERIAL				
**********				
TOTAL MATERIAL COST			0	0
**********				
OTHER				
**********				
DUMP FEES/HAULING/PERMITS	1.00	LS	8,334	
TOTAL OTHER ITEMS COST			8,334	8,334
PROJECT SUBTOTAL				12,541
CONTINGENCIES				92
BILL PREPARATION FEE				64
GROSS PROJECT COST				12,697
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				12,697

Form Approved by VP-Law

Exhibit E

[Public Projects Manager's letterhead]

Date: _____

Mr./Ms. _____
_____[Name of SANBAG Here]
_____[Address for SANBAG]
_____

Re: Final Approval of Plans and Specifications dated _____, 20__, drafted by _____ **[insert name of architecture or engineering firm here] (hereinafter called, the "Plans and Specifications")**

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of _____ [insert description of the project here]. This final written approval is given to _____ [insert name of SANBAG here] ("SANBAG") pursuant to Article III, Section 1 of that certain Overpass Agreement between BNSF and SANBAG, dated _____, 200___. If the Plans and Specifications are revised by SANBAG subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and SANBAG must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

_____[Public Projects Manager's Name]

Form 0106 Rev. 4/14/05

Exhibit F

BNSF Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Except for the design of temporary falsework and shoring, BNSF review of the Structure plans will be limited to the vertical and horizontal clearances, sight distance for existing train signals, foundation dimensions and drainage characteristics as they relate to existing and future tracks. BNSF will not review structural design calculations for the permanent Structure unless a member or members are influenced by railroad live loads.

Temporary falsework and shoring plans and calculations must be reviewed and approved by BNSF prior to beginning construction. SANBAG shall perform an independent review of the design calculations for temporary falsework and shoring prior to submitting them to BNSF for approval. Temporary construction clearances must be no less than 15 feet measured horizontally from the centerline of the nearest track and 21 feet-6inches measured vertically from the top of rail of the most elevated track to the bottom of lowest temporary falsework member. State regulatory agencies may have more restrictive requirements for temporary railroad clearances.

For the permanent Structure, SANBAG will submit plans showing the least horizontal distance from the centerline of existing and future tracks to the face of the nearest member of the proposed Structure. The location of the least horizontal distance must be accurately described such that BNSF can determine where it will occur in both the horizontal and vertical plane. If the permanent member is within 25 feet of the nearest track (or future track), collision walls shall be incorporated into the permanent Structure design according to American Railway Engineering and Maintenance Association Manual of Recommended Practice - Chapter 8 - Article 2.1.5.

For the permanent Structure, SANBAG will submit plans showing the least vertical clearance from top of the most elevated rail of existing and future tracks to the lowest point of the proposed Structure. Prior to beginning construction of the permanent Structure, the top of rail elevations should be checked and verified that they have not changed from the assumed elevations utilized for the design of the bridge.

Prior to issuing any invitation to bid on construction of the Structure, SANBAG should conduct a pre-bid meeting where prospective Contractors have the opportunity to communicate with BNSF personnel regarding site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure must be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Contractor entering BNSF's right-of –way or property, SANBAG should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF may require an independent engineering inspector to be present during certain critical activities of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. SANBAG shall reimburse BNSF for all costs of supplemental inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, SANBAG will provide BNSF with a complete electronic set of the bridge plans labeled "As Built". Those plans will reflect any and all deviations from the original plans that occurred during construction. The "As Built" plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. Actual measured "as constructed" clearances shall be shown as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities.

BRIDGE MAINTENANCE:

The CITY and COUNTY will be responsible for maintenance and repair of the Structure including the earth retention components, embankment slopes, erosion control, surface drainage, fencing, deck drains, landscaping, paint, walkways, handrails, lighting, and other improvements associated with the Project.

Fencing and other pedestrian access controls within BNSF's right-of-way and incorporated into the Project shall be designed and maintained by SANBAG. Trespasser control shall be the responsibility of SANBAG. Graffiti removal will be the responsibility of the CITY and COUNTY.

BRIDGE INSPECTION:

The CITY and COUNTY will conduct annual routine structural inspections. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, the CITY and COUNTY will provide an immediate inspection by qualified personnel and notify BNSF of damage that may affect safe passage of trains. If necessary the CITY and COUNTY will embargo weights or provide lane closures or other such measures to protect the structural integrity of the Structure such that there can be continuous safe passage of trains until repairs are made.

BRIDGE ALTERATIONS:

Except as provided otherwise by this Agreement, there will be no alterations made to the Structure that will alter the railroad vertical or horizontal clearances provided by the original design.

It is expressly understood by CITY and COUNTY that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure, unless approved by BNSF. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities.

EXHIBIT G

University Pkwy./State St. Grade Separation Project

BNSF Cost Share

REVISED- 11/27/2006

No	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	1	$5,000	$5,000
2	071301	TEMPORARY FENCE	LF	4168	$15	$62,520
3	120090	CONSTRUCTION AREA SIGNS (S)	LS	1	$15,000	$15,000
4	120100	TRAFFIC CONTROL SYSTEM (S)	LS	1	$46,875	$46,875
5	129000	TEMPORARY RAILING (TYPE K)	LF	1,500	$25	$37,500
6	150605	REMOVE FENCE	LF	5358	$10	$53,580
7	150700	REMOVE PAVEMENT DELINEATION	LS	1	$8,000	$8,000
8	153112	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.15' MAXIMUM)	SY	2,400	$2	$4,800
9	160101	CLEARING AND GRUBBING	LS	1	$100,000	$100,000
10	170101	DEVELOP WATER SUPPLY	LS	1	$10,000	$10,000
11	190101	ROADWAY EXCAVATION	CY	0	$6	$0
12	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	978	$50	$48,909
13	192037A	STRUCTURE EXCAVATION (MSE WALL)	CY	35	$50	$1,750
14	193003	STRUCTURE BACKFILL (BRIDGE)	CY	1,034	$65	$67,185
15	193013A	STRUCTURE BACKFILL (MSE WALL)	CY	42	$50	$2,100
16	198001	IMPORTED BORROW	CY	126,200	$10	$1,262,000
17	197031A	MSE Wall No. 1	SF	21,014	$90	$1,891,260
18	197031B	MSE Wall No. 2	SF	17,252	$90	$1,552,680
19	197031C	SOIL NAIL WALL No. 130	SF	1,927	$75	$144,525
20	197031D	SOIL NAIL WALL No. 133	SF	2,007	$75	$150,525
21	260201	CLASS 2 AGGREGATE BASE	CY	7,300	$30	$219,000
22	390102	ASPHALT CONCRETE	TON	10,500	$45	$472,500
23	390113	ASPHALT CONCRETE DIKE	LF	2,213	$1	$2,213
24	490753	FURNISH PILING (CLASS 100)	LF	5,441	$30	$163,220
25	490754	DRIVE PILING (CLASS 100)	EA	121.38	$1,400	$169,932
26	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	$168,000	$168,000
27	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	350	$600	$210,000
28	510053	STRUCTURAL CONCRETE, BRIDGE	CY	1750	$750	$1,312,500
29	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	45	$650	$29,250
30	510086	STRUCTURAL CONCRETE, APPROACH SLAB TYPE N(30S)	CY	351	$650	$228,150
31	510501A	CONSTRUCT CATCH BASIN	EA	23	$1,000	$23,000
32	510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	36	$600	$21,600
33	518201	MASONARY BLOCK WALL	SF	1,650	$35	$57,750
34	519129	JOINT SEAL ASSEMBLY (MR=4 INCH)	LF	115	$400	$46,000
35	511064	FRACTURED RIB TEXTURE	SF	6451	$4	$25,804
36	520102	BAR REINFORCING STEEL (BRIDGE)	LB	346,550	$1	$485,169
37		SIGNING & STRIPING	LS	0	$19,000	$0
38	641101A	PLASTIC PIPE	LF	658	$25	$16,450
39	650014	18" REINFORCED CONCRETE PIPE	LF	372	$45	$16,740
40	650018	24" REINFORCED CONCRETE PIPE	LF	1,619	$60	$97,140
41	650022	30" REINFORCED CONCRETE PIPE	LF	145	$80	$11,600
42	705201A	CONCRETE FLARED END SECTION	EA	4	$1,000	$4,000
43	720000	ROCK SLOPE PROTECTION	CY	38	$150	$5,700
44	721810	SLOPE PAVING (CONCRETE)	CY	72	$400	$28,800
45	731510	MINOR CONCRETE (CURB, GUTTER, SIDEWALK, AND DRIVEWAY)	CY	556	$350	$194,600
46	750505	BRIDGE DECK DRAINAGE SYSTEM	LS	1	$15,000	$15,000
47	832001	METAL BEAM GUARD RAIL	LF	405	$30	$12,150
48	800300	CHAIN LINK FENCE	LF	4800	$10	$48,000
49	833032	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	945	$75	$70,875
50	833140	CONCRETE BARRIER (TYPE 26)	LF	945	$125	$118,125
51	833142	CONCRETE BARRIER (TYPE 26 MODIFIED)	LF	1,688	$125	$211,000
52	200001	ROADWAY PLANTING	LS	1	$56,000	$56,000
53	208000	IRRIGATION SYSTEM	LS	1	$37,500	$37,500
54	204099	PLANT ESTABLISHMENT WORK (90 Days)	LS	0	$3,500	$0
55	860351	TRAFFIC SIGNAL (STATE/NOLAN/SHORT)	LS	0	$142,000	$0
57	860353	TRAFFIC SIGNAL (CAJON / OLD STATE)	LS	0	$16,000	$0
58	860353A	TRAFFIC SIGNAL INTERCONNECT	LS	0	$20,000	$0
59	860401	LIGHTING	LS	1	$140,000	$140,000

EXHIBIT G

University Pkwy./State St. Grade Separation Project

BNSF Cost Share

REVISED- 11/27/2006

No	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
		SUBTOTAL ROADWAY, BRIDGE ITEMS				$10,180,000
80	999990	MOBILIZATION	10.00%			$1,131,111
		CONTINGENCY	5.00%			$509,000
		UTILITIES (Sewer, Water & Misc.)	LS	1	$250,000	$250,000
		BNSF Work				
		BNSF Signal Estimate	LS	1	$379,200	$379,200
		BNSF Track Estimate (Including Flagging)	LS	1	$265,500	$265,500
		BNSF Total Estimate				$644,700
		CONSTRUCTION PROBABLE COST WITHOUT SUPPLEMENTAL ITEMS				$12,714,811
		SUPPLEMENTAL ITEMS				
1		DISPUTES REVIEW BOARD	Estimated	-	-	$15,000
2		EXCAVATION AND BACKFILL BELOW PIPE BEDDING	Estimated	-	-	$15,000
3	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	$5,000	$5,000
4	074020	WATER POLLUTION CONTROL	LS	1	$250,000	$250,000
5		LEAD COMPLIANCE PLAN	LS	1	$5,000	$5,000
6		HAZARDOUS MATERIALS MITIGATION	LS	1	$100,000	$100,000
		SUBTOTAL SUPPLEMENTAL ITEMS				$390,000
		CONSTRUCTION PROBABLE COST				$13,104,811
		R/W AND ENGINEERING				
		R/W ACQUISITION COSTS			*	$2,600,000
		PRELIMINARY ENGINEERING			**	$1,447,322
		CONSTRUCTION ENGINEERING	LS		***	$1,690,379
		SUBTOTAL R/W AND ENGINEERING				$5,738,000
		ESTIMATED GRAND TOTAL				$18,842,811
		RR SHARE				$1,884,281
		OTHER				$0

* ROW COST ARE CARRIED OVER FROM PR & 85%
** LAN'S NEGOTIATED CONTRACT
*** ESTIMATED PERCENTAGE OF TOTAL CONSTRUCTION
**** PLACE HOLDER FOR UNFORSEEN UTILITY COST TO BE DETERMINED

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

- 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: 17

Date: December 20, 2006

Subject: Amendment No. 1 to Contract 06-050 with Gruen Associates for the development of Station Area Plans for the Proposed Redlands Passenger Rail Service

Recommendation:* 1. Approve Amendment No. 1 to Contract 06-050 with Gruen Associates for the development of Station Area Plans for the Proposed Redlands Passenger Rail Service, extending the time of performance to March 7, 2007 and increasing the total contract authority by $32,240.00 for a new total not to exceed $232,232.47, as identified in the Financial Impact Section.

2. Approve Amendment to Task 38007000 – Redlands Rail Extension, increasing the budget authority by $32,240 for a new total of $129,165 as identified in the Financial Impact Section.

Background: On April 5, 2006, the Board authorized the award of Contract 06-050 to Gruen Associates for the development of station area plans for the proposed Redlands passenger rail service. This work effort was to assist in addressing two of the three factors the Federal Transit Administration (FTA) is to consider for projects seeking federal assistance under the Small Starts Program. The Small Starts Program is a new capital investment program authorized by SAFETEA-LU for transit projects whose total cost will not exceed $250 million. Grants of up to $75 million may be awarded by the FTA. The three factors include: transit supportive land use policies, cost effectiveness and effect on local economic development.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701b-mab.doc
38007000

The draft final report has been completed and during this month presentations have been made to city councils and planning commissions for San Bernardino and Redlands. Both the Redlands city council and planning commission have approved the report in concept. But some additional work will be required to reach agreement with the City and other interested parties for the selection of a station location in downtown Redlands. The San Bernardino City Council and planning commission are expected to take action during the month of January. Staff will be presenting the report to the City of Loma Linda during a joint city council and planning commission workshop January 9th.

The draft final report has been provided to the cities on compact disks, but there have been numerous requests that hard copies of report be made available. Part of the increase in contract authority is specifically for the additional report reproduction expenses. The other portion of the increase in contract authority is to retain Gruen Associates through the next couple of months as additional presentations are needed, including one to the Board.

The consultant compensation under Contract 06-050 was not to exceed $199,992.47 and the term was to end on December 7, 2006. Staff is recommending increasing the consultant compensation by $32,240.00 for a new not to exceed amount of $232,232.47 and extending the time of performance to March 7, 2007. The extension in the time of performance is necessary in order to present the report recommendations to and seek approval in concept from the city councils and planning commissions from the cities of Loma Linda and San Bernardino during the next month and to work with the city of Redlands and other interested parties to reach agreement for a station location in the downtown area. The increase in contract authority is necessary in order to pay for additional Gruen staff time and report reproduction expenses.

Financial Impact: This item is not consistent with the adopted budget. An amendment to Task 38007000 – Redlands Rail Extension, increasing the budget authority by $32,240 for a new total of $129,165 is required. The additional $32,240 will be provided from LTF – Planning funds apportioned to SANBAG but not yet allocated. Amendment 1 to the Contract will increase the total compensation to Gruen & Associates by $32,240 for a new total not-to-exceed $232,232.47.

Reviewed By: This item was reviewed by the Plans and Programs Committee on December 20, 2006 and unanimously recommended for approval. *(Meeting chaired by Paul Eaton)*

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

BRD0701b-mab.doc
38007000

SANBAG Contract No. 060501
by and between
Bernardino Associated Governments
and
Gruen Associates
for
the development of station area plans for selected locations along the proposed Redlands Passenger Rail Service Corridor

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # 06050 Vendor ID GA	Retention: ☒ Yes 10 % ☐ No	☐ Original ☒ Amendment

Notes: No retention on amended amount

Original Contract:	$ 199,992.47	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ 19,992.00	Current Amendment:	$ 32,240.00
		Current Amendment Contingency:	$ 0

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → $ 232,232.47

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
38007000	6010	LTF Planning	0745	$ 32,240.00
				$

Original Board Approved Contract Date:	4/5/06	Contract Start: 4/10/06	Contract End: 12/7/06
New Amend. Approval (Board) Date:	1/10/07	Amend. Start: 12/7/06	Amend. End: 3/7/07

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: 06/07 $ 32,240.00	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$

Is this consistent with the adopted budget? ☐Yes ☒No
If yes, which Task includes budget authority? _____
If no, has the budget amendment been submitted? ☒Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:
☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Michael Bair**	Contract Manager: **Michael Bair**
12-12-06	12-12-06
Task Manager Signature Date	Contract Manager Signature Date

Chief Financial Officer Signature Date

C060501-mab.doc
38007000

AMENDMENT NO. 1 TO CONTRACT 06-050

GRUEN ASSOCIATES
and
SAN BERNARDINO ASSOCIATED GOVERNMENTS

THIS AMENDMENT NUMBER 1 to Contract 06-050 is hereby made and entered into and effective this 10th day of January, 2007, by and between the San Bernardino Associated Governments, herein after called AGENCY and Gruen Associates, herein after called CONTRACTOR with regard to the development of station area plans for the proposed Redlands Passenger Rail service.

WHEREAS, pursuant to Contract 06-050, dated April 5, 2006, AGENCY retained CONTRACTOR to develop station area plans for the proposed Redlands Passenger Rail Service; and

WHEREAS, the total contract authority is a not-to-exceed amount of $199,992.47 and the contract term is no later than December 7, 2006; and

WHEREAS, CONTRACTOR has substantially completed the work to be preformed to AGENCY's satisfaction; and

WHEREAS, AGENCY and CONTRACTOR desire to amend Contract 06-050 in order for the CONTRACTOR to provide additional presentations of the report recommendations to the city councils and planning commissions of the cities of San Bernardino and Loma Linda, assist the City of Redlands and other interested parties in selecting a preferred location for a station in downtown Redlands, and the reproduction expenses for printing additional reports.

NOWTHERFORE, the Parties hereto do mutually agree to amend the Contract 06-050 as follows:

Paragraph 2 – Term, replace the first sentence with:

This Contract will commence on April 10, 2006 and remain in effect until completion of the documentation of final station area plans and approval of plans by the Redlands Passenger Rail corridor cities and the AGENCY Board of Directors, but no later than March 7, 2007.

Paragraph 3 – Compensation, replace the first sentence with:

As compensation for the above services, AGENCY shall pay CONTRACTOR for expenses incurred, including fixed fee or profit in an amount not-to-exceed Two Hundred Thirty-Two Thousand Two Hundred Thirty-Two Dollars and Forty-Seven Cents ($232,232.47).

Except as amended by this Agreement, all other provisions of Contract 06-050 shall remain in full force and effect.

IN WITNESS WHEREOF, the authorized parties have signed:

AGENCY:	CONTRACTOR:
SAN BERNARDINO ASSOCIATED GOVERNMENTS	GRUEN ASSOCIATES
_____	_____
Dennis Hansberger President	Ki Suh Park Design and Managing Partner

Approved as to Form:

_____

Jean-Rene Basle
SANBAG Counsel

C060501-mab.doc
38007000

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **18**

Date: January 10, 2007

Subject: Fiscal Year 2002/2003 through 2004/2005 Triennial Performance Audit of the San Bernardino Associated Governments

Recommendation:* Receive the Triennial Performance Audit of the San Bernardino Associated Governments for Fiscal Years 2002/2003 through 2004/2005 and direct staff to implement the audit recommendations.

Background: Section 99246(a) of the California Public Utilities Code requires that a performance audit of the San Bernardino Associated Governments, acting as the county transportation commission, be conducted every three years. The last commission performance audit was completed and received by the Board in June 2003. This performance audit was conducted by Arthur Bauer and Associates. Mr. Bauer presented the audit report findings and recommendations to the Administrative Committee on December 13th.

The attached performance audit primarily focuses on the commission's responsibilities relating to the administration of Transportation Development Act (TDA) funds (Local Transportation Funds and State Transit Assistance Funds). The report contains an Executive Summary followed by sections describing the variety of functions SANBAG performs, its organizational structure, its participation with regional agencies; and, more importantly, its compliance with State TDA requirements.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701a-mab.doc
50207000

The audit contains two specific recommendations. The first is to develop a succession strategy to ensure continuity and professionalism in the management of the TDA program. The second is to update the Transportation Development Act Fund Application Manual that was developed as part of the last performance audit.

Financial Impact: This item is consistent with the adopted budget. The performance audit was funded under the prior year Task 0650200and current year Task 50207000. The funding source is LTF Administration.

Reviewed By: This item was reviewed by the Administrative Committee on December 13, 2006 and unanimously recommended for approval. *(Meeting chaired by Dennis Hansberger)*

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

BRD0701a-mab.doc
50207000

Governments SANBAG Working Together

SAN BERNARDINO ASSOCIATED GOVERNMENTS SANBAG

FY 2003-2005 TRIENNIAL PERFORMANCE AUDIT OF SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

SUBMITTED TO

SAN BERNARDINO
ASSOCIATED GOVERNMENTS

SUBMITTED BY

ARTHUR BAUER & ASSOCIATES, INC.

December 2006

TABLE OF CONTENTS

Executive Summary.....1

Compliance with TDA Requirements 1
Findings 1
Recommendations of Current TDA Audit 2
Recommendations from Prior TDA Audit 3

Section I—Initial Review of RTPA Functions.....4

Overview of SANBAG 4
SANBAG's Joint Powers Agreement 5
County Transportation Commission 5
Local Transportation Sales Tax 6
Service Authority for Freeway Emergencies 6
Congestion Management Agency 6

Section II—Organizational Structure.....7

Administrative Committee 7
Commuter Rail Committee 7
Major Projects Committee 7
Mountain/Desert Committee 7
Plans & Programs Committee 8

Section III—Participation with Regional Entities..... 9

Participation with Southern California Association of Governments (SCAG) 9
Member of Southern California Regional Rail Authority (SCRRA) 9
Organization Chart 10

Section IV—Compliance with State TDA Requirements.....11

Efficiency and Effectiveness 19

Executive Summary

San Bernardino Associated Governments (SANBAG) retained Arthur Bauer & Associates, Inc. to conduct its Transportation Development Act (TDA) performance audit for fiscal years 2002-03 through 2004-05. As a Regional Transportation Planning Agency, SANBAG is required by Public Utilities Code Sections 99246 and 99248 to prepare an audit of its organizational performance on a triennial basis. The audit must be submitted to the State Department of Transportation (Caltrans) in order to maintain eligibility for TDA funding. SANBAG uses TDA funds to underwrite a portion of its administration and planning functions, and also apportions TDA funds to local jurisdictions for support of transit services and related infrastructure improvements.

This performance audit is intended to ascertain how well SANBAG is meeting its administrative and planning obligations under TDA, as well as to assess its organizational management and efficiency. To gather information for the TDA performance audit, Arthur Bauer & Associates conducted interviews with SANBAG Board members, agency staff, and reviewed relevant financial and planning documents. Using the information acquired from interviews and written reports, the consultants evaluated SANBAG's performance in carrying out its organizational responsibilities. The audit also includes recommendations regarding improvements that the Agency should consider for implementation, along with a follow-up of the recommendations contained in previous TDA audits.

Compliance with TDA Requirements

In our opinion, SANBAG has satisfactorily complied with all State legislative mandates for Regional Transportation Planning Agencies. We believe SANBAG is successfully carrying out its responsibility to ensure that the region's transit operators are utilizing TDA funds efficiently and effectively.

To its credit, SANBAG has managed to comply with TDA requirements using a relatively small staff to carry out the responsibilities assigned to it by statute and regulations.

Findings

Below are findings derived from the organizational analysis conducted by the consultant team:

- SANBAG has exercised creative and effective leadership in the management of its responsibilities under the Transportation Development Act. This management effectiveness is exemplified in SANBAG's implementation of an internet based data reporting system called TransTrack. TransTrack strives to ensure accuracy in

the reporting and use of data among the region's transit operators. In addition, the program promotes consistency in the data transit operators report to SANBAG, the State Controller, the National Transit Database (NTD) and other agencies. The deployment of the TransTrack information system is a major advance because it ensures the timely collection of data, and offers an opportunity to identify any TDA compliance issues promptly.

- Unless appropriate steps are taken, SANBAG's ability to effectively manage the TDA program in the future may be constrained. This applies to the overall management of SANBAG's transit and rail division, which lacks a management succession plan, and a formalized staff development program.

- SANBAG carries out its TDA obligations in regard to the transit operators in its jurisdiction responsibly, and is actively engaged in oversight of these organizations. This is especially true for the smaller operators where SANBAG provides direct technical assistance on matters such as completing grant applications, development of annual budgets, and other similar activities.

- SANBAG's TDA program is managed effectively and efficiently. Interviews with agency board and staff, and a review of planning and fiscal documents, indicate that the staff managing the TDA program has performed consistent with state regulations and statute. Nothing uncovered during the review of SANBAG's activities, program or policies would suggest otherwise.

Recommendations of the Current TDA Audit

- Develop a succession strategy to ensure continuity and professionalism in the management of the TDA program, especially in the agency's transit and rail division.

  In order to maintain the high quality of TDA program managers, it is recommended that a strategy be developed to recruit well qualified personnel as the need arises to fill key positions. In addition, a staff development program and training activities should be instituted so that management will continue to possess the skill set required to administer the TDA program.

- Update the Transportation Development Act Fund Application Manual to reflect changes in the statutes.

  The Transportation Development Act Fund Application Manual was last updated in 2002 and therefore should be revised to reflect changes in statutes and the deployment of TransTrack. Moreover, updating of the manual should be considered as one element in a comprehensive strategy for training staff and keeping their skills at a high level.

Recommendations from Prior TDA Audit

In regard to the recommendations contained in previous TDA audits, SANBAG has complied in the main with the recommendations. Each of the previous recommendations and subsequent implementation efforts is discussed below.

- Implement a productivity plan.

  Encouraging improvements to organizational productivity is a central policy objective of the Transportation Development Act. SANBAG therefore works closely with transit operators in its jurisdiction to ensure that they make every effort to deliver service in an efficient manner. While the law makes provision for enforcing improvements, care must be taken to ensure that these efforts do not occur at the expense of transit ridership. Recognizing this, SANBAG has developed a partnership with the operators and provides direct assistance to the smaller operators so that their overall service is delivered effectively.

- Submit annual certified fiscal and compliance audits of all TDA claimants in the region to the State Controller within the required time frame.

  The submittal of the TDA claimants' audits is the direct responsibility of the operators. However, SANBAG is working with the operators to ensure that this is accomplished in a timely fashion. The inauguration of TransTrack should facilitate more timely submittals by the transit operators.

- Reconcile inconsistencies in data among required reports.

  Underlying this recommendation was the recognition that transit operators had filed reports with various oversight agencies that contained inconsistent data. Some of this data inconsistency is due to the fact that reporting dates differ among the regulatory agencies. For example, the State Controller's report is filed, by law, several months before the financial audit is completed. This results, by necessity, in the data included in the Controller's report being unaudited. However, the consistency of each operator's data reports should improve as the operators become accustomed to the standardization inherent in the Trans Track system.

I. Initial Review of RTPA Functions

The purpose of this triennial TDA performance audit is to ascertain the extent to which SANBAG is meeting its administrative and planning obligations, and its funding apportionment responsibilities, as intended by the legislature. TDA is a comprehensive transit finance program, based on a ¼ cent sales tax, which was enacted by the state legislature in 1971. In the years since its inception, TDA has financed the development of public mass transportation services throughout California, including in San Bernardino County.

Although TDA assigns SANBAG responsibility for program management and for the annual allocation of funding to the transit operators located in its jurisdiction, the process must conform to requirements included in the original statute. How efficiently and effectively SANBAG manages its administrative and funding obligations under TDA is discussed in Section IV, Compliance with State Requirements.

Overview of SANBAG

SANBAG was created as a Joint Exercise of Powers Agency (JPA) in 1973 by the County of San Bernardino and local cities. Today there are twenty-five agencies that are members of the regional agency, including the following:

- City of Adelanto
- Town of Apple Valley
- City of Barstow
- City of Big Bear Lake
- City of Chino
- City of Chino Hills
- City of Colton
- City of Fontana
- City of Grand Terrace
- City of Hesperia
- City of Highland
- City of Loma Linda
- City of Montclair
- City of Needles
- City of Ontario
- City of Rancho Cucamonga
- City of Redlands
- City of Rialto
- City of San Bernardino
- City of Twentynine Palms
- City of Upland
- City of Victorville
- City of Yucaipa
- Town of Yucca Valley
- County of San Bernardino

Similar to many other large regional transportation planning entities in California, SANBAG operates under a complex legal structure, which delineates its responsibilities in the areas of transportation, planning, and investment decision-making. The major elements of that structure are discussed below.

SANBAG's Joint Powers Agreement

SANBAG's original 1973 joint exercise of powers agreement has served as the foundation upon which several additional responsibilities have been added in later years by the legislature. At the outset, however, SANBAG served as a forum to study and develop recommendations regarding county, subregional and regional issues; served as a subregional transit planning and coordinating agency; and assembled information to assist members in addressing issues of mutual concern. In the years since the formation of SANBAG, the legislature has added several responsibilities which are discussed below.

County Transportation Commission

In 1976, state legislation, AB 1246, was enacted designating SANBAG as a county transportation commission. This statute broadened SANBAG's range of responsibilities to include coordination and approval of all public mass transit services, approval of all capital development projects for transit and highway systems, and determination of staging possibilities for near-term transportation planning and programming.

With the enactment of AB 1246, SANBAG became, essentially, the transportation programming agency for San Bernardino County. In addition, SANBAG assumed responsibility for assembly of the five year capital outlay program, the regional transportation improvement program (RTIP), for its area of jurisdiction. The RTIP is submitted to the California Transportation Commission (CTC), through the Southern California Association of Governments (SCAG), for inclusion in the statewide five-year transportation investment program referred to as the State Transportation Improvement Program (STIP).

In 1990, the legislature assigned to SANBAG responsibility for managing all aspects of the TDA program. This action ensured that the agency had multimodal transportation planning responsibilities.

In 1997 with the passage of SB 45, new responsibilities for prioritizing transportation funding within its area of jurisdiction were assigned to SANBAG. Before SB 45, the California Transportation Commission had primary responsibility for choosing projects for inclusion into the State Transportation Improvement Program. The enactment of Senate Bill 45 changed the STIP process by making SANBAG (as well as other regional agencies) the final arbitrator of the projects that are to be included in the STIP.

Under the terms of SB 45, SANBAG became responsible for prioritizing 75 percent of the state transportation capital outlay funds available to the San Bernardino region during every two year STIP cycle. Before SB 45, the individual projects in the RTIP that SANBAG and other regional transportation planning agencies submitted to the CTC for inclusion into the STIP were subject to negotiations with the Commission.

Local Transportation Sales Tax

An important step in the evolution of SANBAG's authority was its designation as a County Transportation Authority. This action allowed SANBAG to place a ½ percent transportation sales tax, Measure I, before the county voters. This twenty year funding program for transportation projects won voter approval in 1989. With the recent vote to approve a renewal of Measure I through 2040, the voters have once again endorsed the transportation investment program managed by SANBAG.

Service Authority for Freeway Emergencies (SAFE)

SANBAG manages the SAFE program which is intended to serve motorists whose vehicles have malfunctioned and are in need of roadside assistance. The SAFE program provides 1,600 call boxes which motorists can use to summon assistance. The program was established in 1991 and is paid for by a $1 surcharge on each vehicle registered in San Bernardino County.

Congestion Management Agency

In 1990 state legislation, which authorized the doubling of the state gas tax to 18 cents per gallon, mandated that each urbanized county establish a Congestion Management Agency (CMA). Within San Bernardino County, SANBAG was designated as the CMA by the County Board of Supervisors and a majority of the cities representing a majority of the incorporated area's population.

The CMA is required to prepare a Congestion Management Program (CMP). The CMP defines a network of state highways and arterials, prescribes a level of service standards for the network, and provides technical justification for the methodology used in the analysis of the network. SANBAG develops the CMP through a cooperative, intergovernmental process that includes the county and the cities in the county, Caltrans, SCAG, the Southern California Air Quality Management District and other stakeholders who may have an interest in the outcome of the program.

When state law was amended to permit the Congestion Management Program to be discretionary, SANBAG, along with the four other urban counties in the SCAG region, chose to continue the CMPs. In addition to its value as a transportation management tool, the CMP is important because it addresses the Federal Congestion Management System (CMS) requirement that applies to all large urban areas that are not in attainment of federal air quality standards. SANBAG recognizes that the CMP provides a mechanism through which locally implemented programs can fulfill most aspects of a regional requirement that would otherwise have to be addressed by SCAG. The Federal Department of Transportation has stated that "the State's CMP is a principal element of the CMS."

II. Organizational Structure

The SANBAG Board of Directors conducts the agency's TDA program through an organizational arrangement that includes five board policy committees. The committee structure generally reflects specific functional areas of the organization's responsibilities.

Administrative Committee

The Administrative Committee provides general policy oversight that spans the multiple program responsibilities of the organization. To this end, the committee provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel for the organization. Moreover, its serves as the policy review committee for any program area that lacks active policy committee oversight.

Commuter Rail Committee

The Commuter Rail Committee provides policy guidance and recommendations to the SANBAG Board of Directors, and to the Southern California Regional Rail Authority's delegates with respect to commuter rail service provided by Metrolink in San Bernardino County. Two local officials from San Bernardino County serve on Metrolink's governing board.

Major Projects Committee

The Major Projects Committee provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the San Bernardino Valley area of the county.

Mountain/Desert Committee

The Mountain/Desert Committee provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert region. Nine of the county's 24 cities are located in the Mountain/Desert area. The committee also meets in conjunction with the Mountain/Desert Measure I Committee as it carries out responsibilities for the Measure I Mountain/Desert Region Expenditure Plan.

The Mountain/Desert Committee is a unique feature of SANBAG, and it seeks to ensure input from agencies located outside of the intense urbanization found elsewhere in the San Bernardino Valley.

Plans & Programs Committee

The Plans & Programs Committee provides ongoing policy oversight for the countywide Comprehensive Transportation Plan, and input into the updates of the Regional Transportation Plan. It also provides direction in the development of the programming document of both Comprehensive and Regional plans, and the Regional Transportation Improvement Program.

Another arena in which the Plans & Programs Committee provides policy direction is in making revisions to the Congestion Management Program (CMP), and to the CMP's deficiency plans. Lastly, the Committee provides direction to programs that implement or coordinate subregional or local transportation control measures, a critical activity in the county's pursuit of improved air quality.

Under the leadership of the Plans & Programs Committee, SANBAG has embarked on the preparation of a countywide transit plan. Because of the geographic and economic differences between the San Bernardino Valley and the Mountain/Desert, the plan is being developed with a unique focus on each subcounty area. This countywide plan is a major undertaking that will define needed transportation services and investments into the future for all modes of transportation. The plan will influence the nature of transit investments for both capital projects and operations, and is expected to emphasize the use of performance measures to judge the value and air quality benefits of alternative investment options.

III. Participation with Regional Entities

SANBAG is an active participant with other public agencies involved with regional transportation policy and service development. This includes participation in the South Coast Air Quality Management District and several ad hoc organizations that typically have a single purpose focus. The Agency's involvement with two of these agencies is briefly discussed below, as examples of this activity.

Participation in the Southern California Association of Governments (SCAG)

SANBAG is an active participant in the activities of the Southern California Association of Governments (SCAG). SCAG is the federally designated metropolitan planning organization serving the six county Southern California region. SANBAG staff actively participates on various committees of SCAG, which in turn make technical recommendations to SCAG's policy makers.

Member of Southern California Regional Rail Authority (SCRRA)

SANBAG participates in the delivery of commuter rail services as a signatory to the joint exercise of powers agreement that created the Southern California Regional Rail Authority (SCRRA). The SCRRA operates the commuter rail service referred to as Metrolink. Metrolink's line connecting San Bernardino with Union Station in downtown Los Angeles is the most heavily patronized line in the entire system. Another Metrolink service begins in Riverside destined for Los Angeles, but it stops in San Bernardino County at the East Ontario station.

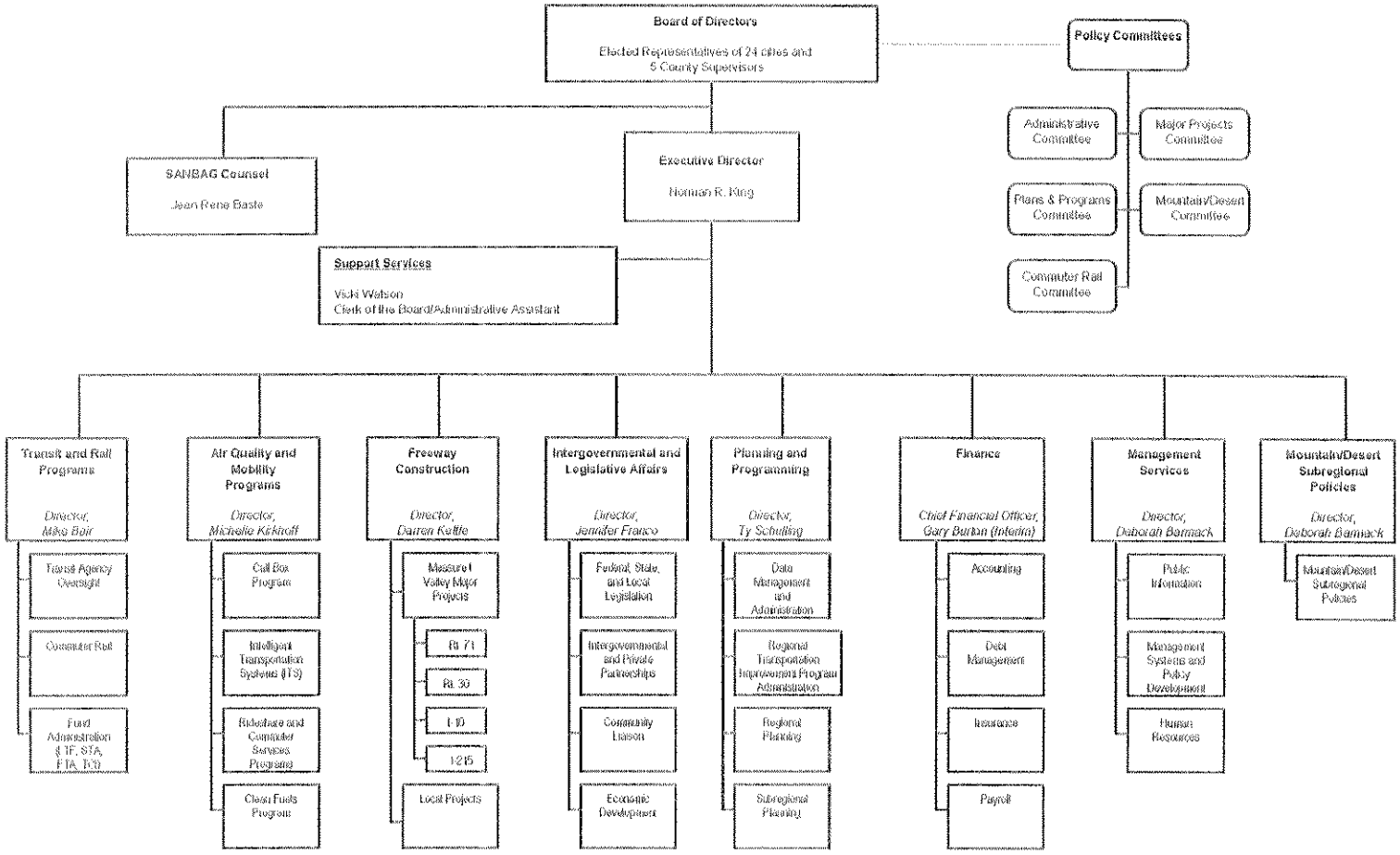
San Bernardino is also served by the Inland Empire Orange County rail line which begins service in San Bernardino and terminates at various Orange County destinations, depending on its schedule.

SANBAG has two members serving on SCRRA's governing board.

Organization Chart

The organization chart on the following page identifies the functional elements of SANBAG and the agency's committees for the period of the audit.

SANBAG Organization Chart



SANBAG Org Chart Functional 12/8/05

IV. Compliance with State TDA Requirements

Fourteen key compliance requirements are suggested in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*. This guidebook was produced by Caltrans for use in assessing regional planning agencies' conformance with the Transportation Development Act. Our findings concerning SANBAG's compliance with these requirements are summarized in Table-1 below.

TABLE 1
SANBAG'S Compliance Requirements Matrix

RTPA Compliance Requirements	Reference	Compliance Efforts
All transportation operators and city or county governments which have responsibility for serving a given area, in total, claim no more than those Local Transportation Fund (LTF) monies apportioned to that area.	Public Utilities Code, Section 99231	SANBAG accounts for its claimants' areas of apportionment and has not allowed those claimants to claim more than what is apportioned for their area. SANBAG makes this finding in each adopted resolution approving LTF claims. SANBAG utilizes a formula based on population to determine each claimant's apportionments. **Conclusion: Complied.**
The RTPA has adopted rules and regulations delineating procedures for the submission of claims for facilities provided for the exclusive use of pedestrians and bicycles.	Public Utilities Code, Section 99233.3 and 99234	Beginning in 2001, SANBAG has combined the bicycle and pedestrian projects eligible for Article 3 funding with the biennial call for projects associated with selecting projects seeking federal Transportation Enhancement (TE) funds. For 2005, SANBAG's call for bicycle and pedestrian projects funded with TDA revenues was a stand alone process because the Board has previously committed TE funds. **Conclusion: Complied.**
The RTPA has established a social services transportation advisory council. The RTPAs must ensure that there is a citizen participation process which includes at least an annual public hearing.	Public Utilities Code, Section 99238 and 99238.5	SANBAG has established the Public and Specialized Transportation Advisory and Coordination Council (PASTACC) to serve as the Citizens Advisory Committee (CAC) required under PUC 99238.5, and the Social Services Transportation Advisory Council required under PUC 99238. It serves as a forum where public transit operators and social service transportation providers can discuss mobility issues that confront seniors, persons with disabilities, or persons with limited means. **Conclusion: Complied.**

TABLE 1
SANBAG'S Compliance Requirements Matrix

RTPA Compliance Requirements	Reference	Compliance Efforts
The RTPA has annually identified, analyzed and recommended potential productivity improvements which could lower the operating costs of those operators which operate at least 50 percent of their vehicle service miles within the RTPA's jurisdiction. Recommendations include, but are not limited to, those made in the performance audit. • A committee for the purpose of providing advice on productivity improvements may be formed. • The operator has made a reasonable effort to implement improvements recommended by the RTPA, as determined by the RTPA, or else the operator has not received an allocation which exceeds its prior year allocation.	Public Utilities Code, Section 99244	SANBAG administers a Productivity Improvement Program, which requires operators to report on a number of performance measures. SANBAG requires each transit operator or claimant to annually submit a Productivity Improvement Progress Report on its productivity efforts. SANBAG reviews the reports in the context of the operator's TDA claim. SANBAG identifies three topics for the reports: performance measures, performance audit recommendations, and specific claimant initiated efforts to improve productivity. Sufficient information must be provided by the operators to enable SANBAG to determine if a reasonable effort was made to implement the recommendations. This includes a discussion of the efforts taken to implement recommendations from the audits, identification of any problems, the success or difficulties of implementing recommendations, and the next steps that will be taken to further implementation. **Conclusion: Complied**
The RTPA has ensured that all claimants to whom it allocates Transportation Development Act (TDA) funds submits to it and to the State Controller an annual certified fiscal and compliance audit within 180 days after the end of the fiscal year (December 27). The RTPA may grant an extension of up to 90 days as it deems necessary (March 26).	Public Utilities Code, Section 99245	SANBAG contracts for all TDA fiscal and compliance audits for all claimants except Omnitrans. The audit contract also includes the preparation of the State Controller Report and review of the NTD reports for all operators except Omnitrans **Conclusion: Complied**

TABLE 1
SANBAG Compliance Requirements Matrix, continued

RTPA Compliance Requirements	Reference	Compliance Efforts
The RTPA has designated an independent entity to conduct a performance audit of operators and itself (for the current and previous triennium). For operators, the audit was made and calculated the required performance indicators, and the audit report was transmitted to the entity that allocates the operator's TDA monies, and to the RTPA within 12 months after the end of the triennium. If an operator's audit was not transmitted by the start of the second fiscal year following the last fiscal year of the triennium, TDA funds were not allocated to that operator for that or subsequent fiscal years until the audit was transmitted.	Public Utilities Code, Sections 99246 and 99248	For the current three year period, SANBAG has retained Arthur Bauer & Associates to conduct the audit of SANBAG and of the seven transit operators. Nelson/Nygaard Consulting was retained to conduct the previous audit for the three fiscal years that ended June 30, 2002. **Conclusion: Complied**
The RTPA has submitted a copy of its performance audit to the Director of the California Department of Transportation. In addition, the RTPA has certified in writing to the Director, that the performance audits of operators located in the area under its jurisdiction have been completed.	Public Utilities Code, Section 99246(c)	SANBAG submitted a written letter to Caltrans, certifying compliance with this requirement. A copy was made available to the Board. **Conclusion: Complied**

TABLE 1
SANBAG Compliance Requirements Matrix, continued

RTPA Compliance Requirements	Reference	Compliance Efforts
The performance audit of the operator providing public transportation services shall include, but not be limited to, a verification of the operator's operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee, as defined in Section 99247. The performance audit shall include, but not be limited to, consideration of the needs and types of passengers being served and the employment of part-time drivers and the contracting with common carriers of persons operating under a franchise or license to provide services during peak hours, as defined in subdivision (a) of Section 99260.2	Public Utilities Code, Section 99246(d)	The performance audits of the operators include all required elements. Efforts to improve productivity and trends in productivity are discussed by each operator in the Short Range Transit Plan. **Conclusion: Complied**
The RTPA has established rules and regulations regarding revenue ratios for transportation operators providing services in urbanized and new urbanized areas.	Public Utilities Code, Section 99270.1 and 99270.2	There is one transit operator under SANBAG's jurisdiction, Victor Valley Transit Authority, which serves both urbanized and non-urbanized areas. SANBAG has developed rules and regulations with Caltrans' approval for determining the minimum fare ratios for this operator. Since VVTA is an Article 8c claimant, the SANBAG Board approved revenue to cost requirement of 15%. **Conclusion: Complied**
The RTPA has adopted criteria, rules and regulations for the evaluation of claims under Article 4.5 of the TDA and the determination of the cost-effectiveness of the proposed community transit services.	Public Utilities Code, Section 99275.5	SANBAG allocates all TDA funds through Article 4 claims and Article 8. **Conclusion: Not Applicable.**

TABLE 1
SANBAG Compliance Requirements Matrix, continued

RTPA Compliance Requirements	Reference	Compliance Efforts
State transit assistance funds received by the RTPA are allocated only for transportation planning and mass transportation purposes. (Note: Since the June 9, 1990 passage of Proposition 116, state transit assistance funds may no longer be used for street and road purposes, as had been permitted in certain cases under PUC Section 99313.3.)	Public Utilities Code, Sections 99310.5 and 99313.3 and Proposition 116.	SANBAG allocates State Transit Assistance Funds (STA) for transit services only. **Conclusion: Complied**
The amount received pursuant to Public Utilities Code, Section 99314.3 by each RTPA for state transit assistance is allocated to the operators in the area of its jurisdiction as allocated by the State Controller's Office.	Public Utilities Code, Section 99314.3	SANBAG administers STA funds in accordance with the relevant PUC requirements (i.e. on the basis of population and operator revenues). **Conclusion: Complied**

TABLE 1
SANBAG Compliance Requirements Matrix, continued

RTPA Compliance Requirements	Reference	Compliance Efforts
If TDA funds are allocated to purposes not directly related to public or specialized transportation services, or facilities for exclusive use of pedestrians and bicycles, the transit planning agency has annually: • Consulted with the Social Services Transportation Advisory Council (SSTAC) established pursuant to Public Utilities Code Section 99238; • Identified transit needs, including: ✓ Groups that are transit-dependent or transit disadvantaged, ✓ Adequacy of existing transit services to meet the needs of groups identified, and ✓ Analysis of potential alternatives to provide transportation services;	Public Utilities Code, Section 99401.5	TDA funds are used exclusively for public transit in the San Bernardino Valley. In the areas served by the other operators, TDA revenues may be used for streets and roads. SANBAG conducts the unmet needs hearings. Its conclusions are reaffirmed by the entire SANBAG Board. The definitions of "unmet transit needs" and "reasonable to meet" are reaffirmed in the report, and findings of the unmet needs process are adopted through Board resolution. Summaries of the testimony received and staff responses are shared with the PASTACC, then a resolution of the findings is prepared for approval by the individual hearing boards, the Mountain/Desert Committee, and ultimately the SANBAG Board. LTF funds have only been allocated to streets and roads after completion of the unmet needs process. **Conclusion: Complied**
• Adopted or re-affirmed definitions of "unmet transit needs" and "reasonable to meet;"	Public Utilities Code, Section 99401.5	Yes
• Identified the unmet transit needs and those needs that are reasonable to meet;		Yes
• Adopted a finding that there are no unmet transit needs; that there are no unmet needs that are reasonable to meet; or that there are unmet transit needs including needs that are reasonable to meet.		Yes
If a finding is adopted that there are unmet transit needs, these needs must have been funded before an allocation was made for streets and roads.		Yes

In our opinion, SANBAG has satisfactorily complied with all State legislative mandates for Regional Transportation Planning Agencies. We believe SANBAG is carrying out its responsibility to ensure that the operators within its jurisdiction are utilizing Transportation Development Act funds efficiently and effectively.

To its credit, SANBAG has complied with the requirements of the TDA statute using a small staff to carry out its substantial and varied responsibilities.

Efficiency and Effectiveness

The determination of efficiency and effectiveness of regional transportation planning agencies such as SANBAG is quite different from making a similar determination for a provider of a direct service, such as a transit operator. An RTPA does not provide a service that is readily measurable by being divided into quantifiable units. Unlike a transit agency, for example, an RTPA does not carry passengers nor provide miles of service. Therefore, it is necessary to find other means that can be used to reach conclusions regarding the efficiency and effectiveness of its performance. Recognizing this condition, selected interviews were conducted with SANBAG policymakers and managers of transit operators in San Bernardino County. These individuals had experience with SANBAG's TDA program either as members of the agency's governing board, or managers of transit services that receive TDA funds and are thereby subject to SANBAG's authority as managers of TDA's statutory and regulatory mandates.

To ensure that each of the specific topics was captured in all of the interviews, similar questions were asked of all interviewees. Opened ended questions were posed during the interviews, which allowed for spontaneity by the respondents. The questions were:

1. What is your overall impression of the performance of SANBAG in managing the TDA program?

2. Can you identify specific activities related to the TDA program where the staff has been of assistance?

3. Are there areas of activity where there might be room for improvement?

4. What is your assessment of the efficiency/effectiveness of the SANBAG TDA program.

As a result of the interviews, the following findings were found regarding the management of the TDA program:

- The management of the TDA program is universally viewed in terms of the individuals responsible for managing TDA on behalf of SANBAG. This recognition is the result of the close working relationships the TDA program managers have developed with transit agency staffs, or through presentations and other contacts with governing board members.

- SANBAG's TDA staff is known for being very knowledgeable regarding both state and federal transit statutes and regulations governing transit funding for both capital and operating purposes.

- Uniformly the staff was recognized for being helpful to the operators. Among the smaller operators, the staff site visits and the assistance provided in the procurement of vehicles were cited as extremely valuable and facilitated the operator's ability to provide transit services.

- Policymakers are aware that the management of the TDA program requires close inter action with transit operators and familiarity with state and federal law and regulations governing the use of transit revenues. Moreover, the policymakers are aware of the assistance and counsel that that SANBAG's staff provides to San Bernardino County transit operators. Uniformly, these activities are viewed as beneficial to the operators and important for SANBAG to conduct.

- SANBAG staff responsible for administering TDA is viewed by both policymakers and transit managers as solution oriented when addressing issues, and are not an impediment to securing closure on matters relating to TDA.

- There is concern among both policy makers and transit managers that should there be any discontinuity in the management of the TDA program, it is unclear as to whether there is sufficient depth at SANBAG to continue the management of the program at the current level of competency. There was recognition among policymakers of the desirability for a succession plan.

There is wide agreement among those interviewed that SANBAG's TDA program is managed effectively and effectively. From all accounts, SANBAG's TDA managers have efficiently carried out the objectives of the program, and have been effectively assisting transit operators to fulfill their obligations under the TDA program.

DISCUSSION ITEMS

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **19**

Date: January 10, 2007

Subject: Election of SANBAG Vice President; appointments and selection of Board members to serve on policy committees and external committees.

Recommendation:* 1. Conduct election of Vice President for the SANBAG Board of Directors for a term to end in June 2007.

2. Note Presidential appointments for Paul Eaton and Larry McCallon to represent SANBAG on the Alameda Corridor East Construction Authority and the California Association of Councils of Governments (CALCOG), respectively.

3. Approve the following appointments:

- Diane Williams, Rancho Cucamonga, to represent SANBAG as an Alternate representing SANBAG on the **Metro Gold Line Phase II Joint Powers Authority** for a term to expire on December 31, 2008;
- Paul Eaton, Montclair, to represent SANBAG as the alternate member on the **Mobile Source Air Pollution Reduction Review Committee** for a term to expire on December 31, 2008; and
- Alan Wapner, Ontario, to represent SANBAG as an ex-officio member on the **SR 91 Advisory Committee** for a term to expire on December 31, 2008.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701B-DRB
10407000/ISF07

4. Conduct a caucus of the East, West, and Mountain/Desert City representatives to select members to serve on SANBAG policy committees.

Background:

SANBAG Vice President – The office of Vice President for the SANBAG Board of Directors is vacant due to the departure of Council Member Jim Lindley, City of Hesperia. This time is set aside for the election of a new Vice President for the remaining term, which ends in June 2007. Section B of the SANBAG Bylaws indicates:

> The Office of President shall alternate annually between county representatives and city representatives. In years when the President is a county representative, the Vice President shall be a city representative and vice versa.

In accordance with SANBAG Policy No. 10002, the SANBAG Vice President shall serve as Chair of the Administrative Committee. Additionally, an informal practice has been established which rotates the city office holders among East Valley, West Valley, and Mountain/Desert city members, which resulted in the selection of Council Member Jim Lindley as a Mountain/Desert city representative. A Chronology of Officers is attached to this agenda item for information.

Presidential Appointments – SANBAG is represented on a number of external committees whereby the SANBAG President is authorized to make appointments. SANBAG President Dennis Hansberger has made the following appointments:

- Paul Eaton, City of Montclair, has been re-appointed to represent SANBAG as primary ex-officio member on the **Alameda Corridor-East Construction Authority** for the term which expires on December 31, 2008.

- Larry McCallon, City of Highland, has been appointed to represent SANBAG as the primary member at the **California Association of Councils of Governments (CALCOG)**.

Board of Directors Appointments – SANBAG is represented on several external committees that require appointment by the SANBAG Board of Directors. It is recommended that the following appointments be made by the SANBAG Board:

- Diane Williams, Rancho Cucamonga, to represent SANBAG as an Alternate representing SANBAG on the **Metro Gold Line Phase II Joint Powers Authority** for a term to expire on December 31, 2008.

- Paul Eaton, Montclair, to represent SANBAG as the alternate member on the **Mobile Source Air Pollution Reduction Review Committee** for a term to expire on December 31, 2008.

- Alan Wapner, Ontario, to represent SANBAG as an ex-officio member on the **SR 91 Advisory Committee** for a term to expire on December 31, 2008.

Caucus Selections – Terms of appointment for a number of members on the Administrative Committee, Plans and Programs Committee, and the Commuter Rail Committee expire on December 31, 2006. The East Valley, West Valley, and Mountain/Desert caucuses of SANBAG city representatives will confer during the meeting to select individuals to serve on committees for terms as indicated on the table below.

COMMITTEE	VACANCY (Previously held by)	TERM
East Valley		
Administrative Committee	(Bea Cortez, Grand Terrace)	12/31/2008
Plans and Programs Committee	(Larry McCallon, Highland)	12/31/2008
	(Richard Riddell, Yucaipa)	12/31/2008
West Valley		
Administrative Committee	(Paul Eaton, Montclair)	12/31/2008
Plans and Programs Committee	(Paul Eaton, Montclair)	12/31/2008
Mountain/Desert		
Administrative Committee	(Darrell Mulvihill, Big Bear Lk.)	12/31/2008
Plans and Programs Committee	(Paul Cook, Yucca Valley)	12/31/2008
	(James Lindley, Hesperia)	12/31/2008

Financial Impact: This item has no impact upon the SANBAG budget. Participation on SANBAG committees and external committees results in recommendations to the SANBAG Board regarding a variety of budgetary and programmatic issues. Staff support of these activities is budgeted in Tasks 10407000 and ISF07.

Reviewed By: These appointment opportunities were announced at the December Board of Directors meeting.

Responsible Staff: Deborah Robinson Barmack, Director of Management Services

BRD0701B-DRB.DOC
10407000/ISF07

SANBAG Chronology of Officers

List of Officers who have served on the SANBAG Board of Directors from 1973 to the present.

Term	President	Vice President
2006-2007	Dennis Hansberger Board of Supervisors	James Lindley City of Hesperia
2005-2006	Kelly Chastain City of Colton	Dennis Hansberger Board of Supervisors
2004-2005	Paul Biane Board of Supervisors	Kelly Chastain City of Colton
2003-2004	Bill Alexander City of Rancho Cucamonga	Paul Biane Board of Supervisors
2002-2003	Bill Postmus Board of Supervisors	Bill Alexander City of Rancho Cucamonga
2001-2002	Jim Bagley City of Twentynine Palms	Bill Postmus Board of Supervisors
2000-2001	Dennis Hansberger Board of Supervisors	Jim Bagley City of Twentynine Palms
1999-2000	Robert Christman City of Loma Linda	Dennis Hansberger Board of Supervisors
1998-1999	Kathy A. Davis Board of Supervisors	Robert Christman City of Loma Linda
1997-1998	David Eshleman City of Fontana	Kathy A. Davis Board of Supervisors
1996-1997	Jon Mikels Board of Supervisors	David Eshleman City of Fontana
1995-1996	Jim Busby City of Victorville	Jon Mikels Board of Supervisors
1994-1995	Jerry Eaves Board of Supervisors	Jim Busby City of Victorville
1993-1994	Laurie Tully-Payne City of Highland	Jerry Eaves Board of Supervisors
1992-1993	Barbara Cram Riordan Board of Supervisors	Laurie Tully-Payne City of Highland
1991-1992	Larry Rhinehart City of Montclair	Robert Hammock Board of Supervisors

(Continued Page #2)

SANBAG Chronology of Officers

List of Officers who have served on the SANBAG Board of Directors from 1973 to the present.

1990-1991	Marsha Turoci Board of Supervisors	Larry Rhinehart City of Montclair
1990-1991	A.W. Bill Speyers City of Big Bear Lake	Marsha Turoci Board of Supervisors
1989-1990	Larry Walker Board of Supervisors	A.W. Bill Speyers City of Big Bear Lake
1988-1989	Elmer Digneo City of Loma Linda	Larry Walker Board of Supervisors
1987-1988	Jon Mikels Board of Supervisors	Elmer Digneo City of Loma Linda
1986-1987	Frank Carpenter City of Upland	Jon Mikels Board of Supervisors
1985-1986	Barbara Cram Riordan Board of Supervisors	Jon Mikels City of Rancho Cucamonga
1984-1985	Edward Dondelinger City of Adelanto	Barbara Cram Riordan Board of Supervisors
1983-1984	David McKenna Board of Supervisors	Edward Dondelinger City of Adelanto
1982-1983	John Longville City of Rialto	David McKenna Board of Supervisors
1981-1982	Cal McElwain Board of Supervisors	John Longville City of Rialto
1980-1981	Homer Briggs City of Ontario	Cal McElwain Board of Supervisors
1979-1980	Robert Hammock Board of Supervisors	Homer Briggs City of Ontario
1978-1979	Chresten Knudsen City of Redlands	Joe Kamansky Board of Supervisors
1977-1978	Robert Townsend Board of Supervisors	George Goldsmith City of Barstow
1976-1977	Eileen Carter City of Chino	Robert Townsend Board of Supervisors
1975-1976	James Mayfield Board of Supervisors	Jack Cummings City of Redlands
1974-1975	John McCarthy City of Upland	James Mayfield Board of Supervisors
1973-1974	Nancy Smith Board of Supervisors	John McCarthy City of Upland

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **20**

Date: January 10, 2007

Subject: Advisory AD Hoc Committee for the Impending Case with San Bernardino County Flood Control District

Recommendation:* Authorize the SANBAG President to appoint an Ad Hoc Review Committee, chaired by Mayor Pat Morris, of SANBAG Board members who do not represent local jurisdictions party to the litigation to work with SANBAG legal Counsel and Staff regarding the existing litigation between the San Bernardino County Flood Control District and SANBAG.

Background: As the Board is well aware there is existing litigation between the San Bernardino County Flood Control District and SANBAG. The County Flood Control District has settled their case with the Colonies Development. It is expected that the stayed action between the Flood Control District and SANBAG may become active in 2007. On December 11, 2006 a memorandum was sent to all the Board members soliciting participation for this advisory committee. The individuals who responded are Mark Nuaimi, Pat Gilbreath, Richard Riddell, Alan Wapner and Larry McCallon.

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

Reviewed By: Action and review of this item is scheduled for the January 10, 2007 Board of Directors meeting.

Responsible Staff: Tony Grasso, Executive Director

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701A-TG-doc

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **21**

Date: January 10, 2007

Subject: Computer Administration and Financial Management Services Contract

Recommendation:* 1. Approve Amendment No. 2 to Sole Source Contract No. 05034 with TH Enterprises in the amount not to exceed $70,000 to increase the hours required for support of the SANBAG financial management system and computer network.
2. Authorize staff to expend any unexpended funds dedicated to system reimplementation to general support of the financial management system and network administration.

Background: On January 5, 2005, Contract No. 05034 was approved with TH Enterprises to provide services related to computer network administration and support of SANBAG's use of the Regional Council Management System (RCMS) financial management software. The contract was for a three year period from January 2005 to December 2008. On August 3, 2005, an amendment was approved for work on reimplementation of how RCMS was structured to better meet the needs of SANBAG.

This item recommends an amendment to increase the contract to provide for purchase of services at a prepaid, discounted rate to provide for technical support of SANBAG activities. Through this contract, TH Enterprises provides day-to-day network administration for the SANBAG computer network, consultation and training related to use of the RCMS software; management and technical consultation for design and upgrade of the SANBAG network

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701C-DRB
IAM07

employing use of third party software and operating systems; and coordinates with other SANBAG partners and vendors for integration of other proprietary software on the SANBAG network. SANBAG utilizes this contractor support for all of its information technology needs and has no dedicated information technology personnel.

The current contract provides for SANBAG to purchase pre-paid service hours at a 10% discounted rate for project management, network engineering, programming, and purchasing services. When the usage rates were estimated for the three-year contract period in 1995, usage was based upon historical use by SANBAG with employees with long-term experience with the system. Beginning in October 2006, SANBAG experienced a number of changes in staffing in positions responsible for management of the system set-up and controls. This resulted in a requirement for unanticipated amounts of TH Enterprises services to set-up the 2006-2007 budget and for training of four new finance management positions. Also during this period SANBAG encountered significant latency problems which required additional services by TH Enterprises in negotiating software fixes with Microsoft products. As a result, the usage rate during this period was approximately 160% of budget.

This amendment will provide increased funding for the purchase of additional pre-paid services at the 10% discounted rate through the end of the contract period to December 2008. This item also requests authority to expend any funds remaining from the existing RCMS reimplementation amendment on general support services, should they be required.

Sole Source: In accordance with the adopted SANBAG contracting policy, SANBAG staff has reviewed this contractual relation and is recommending an amendment to this sole source contract due to the consultant's (1) development and maintenance of critical software customized to the Measure I program, (2) provision of several software products designed specifically for councils of government, and (3) unique knowledge of SANBAG's organizational structure, computer network, and needs.

Financial Impact: The cost of this amendment is not to exceed $70,000 and is consistent with the adopted budget. The total contract amount with this amendment is $518,190, Task IAM07, Cost Code 54-5553, over the three year period of the contract.

Reviewed By: This item was reviewed by SANBAG Counsel and by the Administrative Committee on December 13, 2006 and unanimously recommended for approval. *(Meeting Chaired by Dennis Hansberger)*

Responsible Staff: Deborah Robinson Barmack, Director of Management Services

BRD0701C-DRB
IAM07

SANBAG Contract No. 05034-2

by and between

San Bernardino Associated Governments

and

TH ENTERPRISES, INC.

for

Computer Administration and Management Services

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # _____ Vendor ID THEI	Retention: ☐ Yes _____ % ☒ No	☐ Original ☒ Amendment

Notes:

Original Contract:	$ 290,642	Previous Amendments Total:	$ 157,548
		Previous Amendments Contingency Total:	$ _____
		Current Amendment:	$ 70,000
Contingency Amount:	$ _____	Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 518,190

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
IAM07	5553	Indirect	_____	$ $70,000
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	1/5/05	Contract Start: 1/10/05	Contract End: 1/10/08
New Amend. Approval (Board) Date:	1/10/07	Amend. Start: 1/10/07	Amend. End: 1/10/08

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: 06/07 $ 70,000	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ 0

Is this consistent with the adopted budget? ☒Yes ☐No

If yes, which Task includes budget authority? IAM07

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Deborah Barmack** | Contract Manager: **Terri Miyamoto**

Deborah Barmack

Task Manager Signature Date

Contract Manager Signature Date

Chief Financial Officer Signature Date

Filename: A050342

A05034-2
IAM07

AMENDMENT NO. 2 to CONTRACT NO. 05034

By and between

San Bernardino Associated Governments

and

TH Enterprises, Inc.

Additional Pre-Paid Management and Technical Services

This Amendment No. 2 to Contract No. 05034 is entered into this _____ day of _____, 2007, by and among San Bernardino Associated Governments, hereafter called "SANBAG" and TH Enterprises, Inc., hereinafter called "CONSULTANT."

WITNESSED:

WHEREAS, SANBAG under Contract No. 05034, has engaged the services of CONSULTANT to provide computer administration and management services;

WHEREAS, the parties desire to amend the foresaid Contract to include additional management and technical services,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 05034 as follows:

1. The cost for additional pre-paid management and technical services shall not exceed $70,000.

2. SANBAG shall pre-pay CONSULTANT on an as-needed basis for Management and Technical support services upon receipt of billing by the consultant in increments of no more than $23,000 and no less than $10,000, as agreed upon by SANBAG and CONSULTANT.

3. Except as amended by Amendment No. 2, all other provisions of Contract No. 05034 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have signed below.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Dennis Hansberger, President

TH ENTERPRISES, INC.

Ted Hoisington, Principal

Approved as to Form:

Jean-Rene Basle
SANBAG Legal Counsel

A05034-2
LAM07
Form 28 06/06

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **22**

Date: January 10, 2007

Subject: Update on growth forecasting for the 2007 Regional Housing Needs Assessment (RHNA) and 2007 Regional Transportation Plan (RTP)

Recommendation:* Provide update on allocation of additional residential growth to jurisdictions and request direction.

Background: The Southern California Association of Governments (SCAG) recently produced county-level forecasts for population, households, dwelling units, and employment for 2035 and for five-year increments between 2005 and 2035. These forecasts will be the basis for the 2005-2014 RHNA, the 2007 RTP, and the Victor Valley Area Transportation Study (VVATS). An agenda item considered at the October Plans and Programs Committee provided background on the development of these forecasts and provided a working set of jurisdiction-level forecasts for 2035 and 2014.

Substantial activity has occurred since the draft forecasts were initially provided to local jurisdictions in mid-October. This has included a SANBAG workshop with local jurisdictions on October 16, individual meetings with jurisdiction planning staff throughout late October and early November, and a workshop with local jurisdictions and SCAG on November 7. Constructive input has been provided by the jurisdictions, and SANBAG staff has been working closely with local staff to accommodate requested adjustments to the extent possible.

A result of the input received thus far has been a requested net 50,000 dwelling unit reduction in comparison to the county-level total provided to SANBAG by SCAG. More specifically, the number of single family dwelling units is 35,266

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701A-SS.DOC
11207000

lower than the target, and the number of multi-family units is 14,548 lower than the target.

SANBAG staff has previously stated that the county-level totals provided by SCAG are based on sound demographic and economic assumptions. Demographers and the expert panel reviewing the information make a strong case for the county-level totals that have been provided to us. For these reasons, staff does not support the reduction in forecast county growth consistent with local input received thus far.

Faced with the need to develop a growth forecast that is consistent with both local input and the countywide total, SANBAG staff has identified alternative ways to deal with the allocation of the additional units. Staff has employed several tools and datasets to evaluate options. These tools include a detailed existing land use inventory, general plan land use data, and a small-area allocation model based on the ARCVIEW geographic information system. The alternative approaches include:

1. Allocate more units to jurisdictions that are currently less "built-out." The desert cities and surrounding unincorporated areas would receive more units based on this methodology.
2. Allocate based on the projected growth in units between 2005 and 2035 – This approach would allocate more units to jurisdictions that are already projected to grow faster and that generally have more room to grow, but not to the extent of Approach 1.
3. Allocate based on the total number of projected units in 2035 – This approach would allocate more units to the larger jurisdictions (based on size in 2035), regardless of the extent to which each jurisdiction has room to grow.
4. Similar to Approach 1, but based on the difference in buildout units and the reported 2035 local input for each jurisdiction. This would take into account the extent to which local jurisdictions have already increased growth to meet 2035 targets.
5. Based on a hybrid approach, using Approach 4 for allocating single family dwelling units and Approach 3 for multi-family dwelling units.

Each of the above options would result in many (but not all) jurisdictions receiving additional units until the target levels are reached. However, each jurisdiction would receive a lesser or greater proportional share, depending on the chosen methodology. Attachment 1 presents the allocation of additional units to each jurisdiction for each of the five methodologies. The first table shows the 2035 growth forecast prior to the allocation of the additional dwelling units. The column label "SF" means single family dwelling unit, "MF" means multi-family unit, "Ret" means retail employment, and "NR" means non-retail employment.

The row titled "Difference between County Total and Local Input" shows the differences in each category. SANBAG is not adjusting the allocation of employment, given that the total employment (Ret plus NR) is equivalent to the county target. The subsequent tables show the allocation of the additional dwelling units under each methodology.

Given the above options, SANBAG staff recommended at the December 20, 2006 meeting of the Plans and Programs Committee that Approach 5 be used to allocate the additional 35,266 single family and 14,548 multi-family dwelling units to local jurisdictions. Approach 5 is logical, given that the number of single family units that can be built in more developed areas is limited by the lower amounts of vacant land generally available. On the other hand, the areas more likely to receive additional multi-family units (even beyond what planners may currently anticipate in general plans) are the higher-density areas. Higher land costs and housing prices will create pressures for higher density development in these areas more so than in outlying areas where single family development will tend to prevail (though not exclusively). In staff's opinion, Approach 5 represents the way in which development is most likely to occur, assuming that the county will develop to the totals forecast by SCAG.

Based on the discussions at the December 20 Plans and Programs Committee meeting, staff was given direction to seek further input from local jurisdiction technical staff regarding the best methodology for allocating the additional units. Committee members also desired additional time to consult their own technical staff on this issue. Subsequent to the PPC meeting, staff scheduled a workshop for local jurisdiction planners for January 8, 2007, at which time further input will be received on how to allocate the additional dwelling units. A report on the results of this workshop will be provided at the January 10 Board of Directors meeting with a request for direction. Because of the interest in how the growth may be allocated to individual traffic analysis zones (TAZs), SANBAG staff is proceeding to generate TAZ-level data for most jurisdictions. Feedback on the TAZ-level allocation will also be requested at the January 8 workshop.

Following the January 10 Board meeting, the following will occur:

- Adjusted jurisdiction-level totals will be provided to SCAG
- SCAG will hold a public hearing on January 11, 2007, at which time (and until the record closes) jurisdictions may provide formal written comments to SCAG on their growth totals (both 2014 and 2035 and intervening years). SANBAG staff has an informal agreement with SCAG that SCAG will honor jurisdiction-level totals developed through the SANBAG process, if a consensus is reached among jurisdictions and the results are still consistent with regional principles and targets of allocation.

- SANBAG will continue to work with SCAG to ensure that local jurisdiction input is adequately considered. SCAG needs to proceed whether or not input is received, and the SCAG Regional Council will make the final decision on growth forecasts.

SCAG has stated that adoption of the 2014 numbers for RHNA purposes should occur in February, 2007. Adoption of the 2035 Regional Transportation Plan numbers should occur by July 1, 2007.

Careful review of the forecasts by each jurisdiction is important to San Bernardino County. The forecasts have implications not only for the RHNA process but for agency and private sector traffic studies and for project development activities on Measure I transportation projects, given that the forecasts will be incorporated into travel demand models that drive the traffic growth numbers generated for these analyses. The timeframe for these reviews is admittedly short, but it is believed best for all the jurisdictions to work together at the county level so that a more united front can be presented at the SCAG public hearing on January 11, with comments focusing on support for a consensus forecast derived through the cooperation and concerted efforts of San Bernardino County jurisdictions.

Financial Impact: This item imposes no impact on the approved Fiscal Year 2006-2007 SANBAG Budget. Task No. 11207000

Reviewed By: This item was reviewed by the Plans and Programs Policy Committee on December 20, 2006.

Responsible Staff: Ty Schuiling, Director of Planning and Programming
Steve Smith, Principal Transportation Analyst
Cameron Brown, Data Program Administrator

ATTACHMENT 1

ADDITIONAL DWELLING UNITS TO BE ACCOMMODATED BY EACH JURISDICTION UNDER EACH ALLOCATION METHODOLOGY

2035 Growth Forecast Prior to Allocation of Additional Dwelling Units

	Growth 2005-2035				Adjustments from Local Jurisdictions					Adjusted Growth 2005-2035				2035 Totals w/Adjustments			
	SF	MF	Ret	NR	SF	MF	RET	NR		SF	MF	Ret	NR	SF	MF	Ret	NR
ADELANTO	25136	5793	640	4601	1503	700	4500	6500		26639	6493	5140	11101	31,869	8,241	5,764	15,591
APPLE VALLEY	13432	6515	2567	9681	-2686	-1303	0	0		10746	5212	2567	9681	28,941	9,831	5,203	19,621
BARSTOW	5970	2447	5227	14776	6500	2000	1500	3000		12470	4447	6727	17776	18,331	8,499	9,901	26,748
BIG BEAR LAKE	2198	205	1621	4354	-500	0	321	0		1698	205	1942	4354	9,968	1,390	3,511	8,569
CHINO	9877	8044	7132	13848	-4284	-2800	500	500		5593	5244	7632	14348	20,230	9,848	23,693	45,531
CHINO HILLS	8482	1741	444	3090	-6485	-730	2500	800		1997	1011	2944	3890	21,808	4,045	4,034	11,486
COLTON	5178	11011	11399	28813	0	-3500	-4000	-3500		5178	7511	7399	25313	15,413	13,591	13,863	41,652
FONTANA	31066	7714	6236	22723	-14000	-2600	10	1000		17066	5114	6246	23723	51,594	13,407	15,926	58,996
GRAND TERRACE	1003	1013	654	1642	-200	-800	900	0		803	213	1554	1642	3,927	1,656	2,393	3,745
HESPERIA	31289	7438	7339	27105	2635	0	12000	-12000		33924	7438	19339	15105	54,758	11,557	22,520	26,856
HIGHLAND	10308	680	6451	4844	-3600	400	0	0		6708	1080	6451	4844	19,389	4,674	9,722	7,300
LOMA LINDA	3814	3022	6010	11252	800	1600	0	600		4614	4622	6010	11852	9,051	8,985	11,848	22,784
MONTCLAIR	1646	820	5355	8992	0	3500	-2000	-2000		1646	4320	3355	6992	7,839	7,497	9,146	16,716
NEEDLES	194	151	96	270	0	0	0	0		194	151	96	270	1,778	1,383	938	2,651
ONTARIO	34506	20295	29654	56138	-3000	-4500	0	5000		31506	15795	29654	61138	62,947	31,164	66,651	131,179
RANCHO CUC.	14723	14721	11756	42933	-11000	-9219	-1000	-10000		3723	5502	10756	32933	41,288	19,501	23,587	79,787
REDLANDS	12330	5363	6390	20871	-6000	-2000	-2000	-9000		6330	3363	4390	11871	24,286	11,809	13,412	41,343
RIALTO	8491	3309	4887	18128	-150	2504	3320	450		8341	5813	8207	18578	28,157	13,027	12,836	35,751
SAN BERNARDINO	11748	7159	25602	48000	2000	200	-1000	-2000		13748	7359	24602	46000	55,064	31,633	57,738	108,128
TWENTYNINE PALMS	4100	1403	881	3148	5200	1500	2000	6000		9300	2903	2881	9148	15,384	5,580	3,546	11,521
UPLAND	9342	6300	10016	9879	-5700	-3500	-7000	-6000		3642	2800	3016	3879	20,703	12,103	16,321	17,002
VICTORVILLE	21555	5190	11365	38944	4000	4000	2500	3000		25555	9190	13865	41944	47,616	15,490	20,963	66,269
YUCAIPA	10373	2985	2477	6100	-4300	-1500	1000	0		6073	1485	3477	6100	18,775	7,367	6,173	12,735
YUCCA VALLEY	3546	618	1136	2650	4001	1500	500	3099		7547	2118	1636	5749	14,740	3,880	2,934	8,773
UNINCORP.	58096	12657	11268	37615	0	0	0	0		58096	12657	11268	37615	167,041	34,129	31,728	105,917
COUNTY TOTAL*	338403	136594	176603	440397	0	0	0	0		338403	136594	176603	440397	826,163	304,834	379,801	941,199
Difference between County Total and Local Input					-35266	-14548	14551	-14551	0	-35266	-14548	14551	-14551				
Victor Valley Subtotal	91412	24936	21911	80331	5452	3397	19000	-2500		96864	28333	40911	77831	163184	45119	54450	128337
Morongo Valley Subtotal	7646	2021	2017	5798	9201	3000	2500	9099		11189	4918	4652	9628	35443	15983	19255	25775
E Valley Subtotal	63245	34542	63870	139650	-11450	-3096	-1780	-13450		51795	31446	62090	126200	174062	92742	127985	273438
W Valley Subtotal	109642	59635	70593	157603	-44469	-19849	-6990	-10700		65173	39786	63603	146903	226409	97565	159358	360697

Single Family Difference between Local Input and County Control Total - 35,266 Units

Multi-Family Difference between Local Input and County Control Total - 14,548 Units

*-County Control Totals shown in RED

Allocation of the excess of housing to different jurisdictions - **Methodology 1**

Methodology 1 involves allocating the excess housing units by the total buildout growth in each city.

	SF Share of Excess	MF Share of Excess			SF Growth '05-'35	MF Growth '05-'35		2035 Totals Single Family	2035 Totals Multi-Family
ADELANTO	875	111			27514	6604		32744	8352
APPLE VALLEY	2328	904			13074	6116		31269	10735
BARSTOW	1763	201			14233	4648		20094	8700
BIG BEAR LAKE	14	53			1712	258		9982	1443
CHINO	296	435			5889	5679		20526	10283
CHINO HILLS	252	536			2249	1547		22060	4581
COLTON	315	116			5493	7627		15728	13707
FONTANA	735	602			17801	5716		52329	14009
GRAND TERRACE	30	32			833	245		3957	1688
HESPERIA	2493	603			36417	8041		57251	12160
HIGHLAND	376	78			7084	1158		19765	4752
LOMA LINDA	113	199			4727	4821		9164	9184
MONTCLAIR	16	6			1662	4326		7855	7503
NEEDLES	0	0			194	151		1778	1383
ONTARIO	855	1327			32361	17122		63802	32491
RANCHO CUC.	150	919			3873	6421		41438	20420
REDLANDS	219	277			6549	3640		24505	12086
RIALTO	133	107			8474	5920		28290	13134
SAN BERNARDINO	821	493			14569	7852		55885	32126
TWENTYNINE PALMS	2128	810			11428	3713		17512	6390
UPLAND	55	13			3697	2813		20758	12116
VICTORVILLE	2868	4008			28423	13198		50484	19498
YUCAIPA	382	217			6455	1702		19157	7584
YUCCA VALLEY	472	297			8019	2415		15212	4177
UNINCORP.	17575	2204			75671	14861		184616	36333
COUNTY TOTAL	35266	14548			338403	136594		826163	304835

Excess -35266 -14548

Allocation of the excess of housing to different jurisdictions - **Methodology 2**

Methodology 2 involves allocating the excess housing units by the total growth in each city from 2005-2035.

	SF Share of Excess	MF Share of Excess			SF Growth '05-'35	MF Growth '05-'35		2035 Totals Single Family	2035 Totals Multi-Family
ADELANTO	3099	774			29738	7267		34968	9015
APPLE VALLEY	1250	621			11996	5833		30191	10452
BARSTOW	1451	530			13921	4977		19782	9029
BIG BEAR LAKE	198	24			1896	229		10166	1414
CHINO	651	625			6244	5869		20881	10473
CHINO HILLS	232	121			2229	1132		22040	4166
COLTON	602	895			5780	8406		16015	14486
FONTANA	1985	610			19051	5724		53579	14017
GRAND TERRACE	93	25			896	238		4020	1681
HESPERIA	3947	887			37871	8325		58705	12444
HIGHLAND	780	129			7488	1209		20169	4803
LOMA LINDA	537	551			5151	5173		9588	9536
MONTCLAIR	191	515			1837	4835		8030	8012
NEEDLES	23	18			217	169		1801	1401
ONTARIO	3665	1883			35171	17678		66612	33047
RANCHO CUC.	433	656			4156	6158		41721	20157
REDLANDS	736	401			7066	3764		25022	12210
RIALTO	970	693			9311	6506		29127	13720
SAN BERNARDINO	1599	877			15347	8236		56663	32510
TWENTYNINE PALMS	1082	346			10382	3249		16466	5926
UPLAND	424	334			4066	3134		21127	12437
VICTORVILLE	2973	1095			28528	10285		50589	16585
YUCAIPA	707	177			6780	1662		19482	7544
YUCCA VALLEY	878	252			8425	2370		15618	4132
UNINCORP.	6759	1509			64855	14166		173800	35638
COUNTY TOTAL	35266	14548			338403	136594		826163	304835

Excess -35266 -14548

Allocation of the excess of housing to different jurisdictions - **Methodology 3**

Methodology 3 involves allocating the excess housing units by using the total units in 2035 for each city.

	SF Share of Excess	MF Share of Excess			SF Growth '05-'35	MF Growth '05-'35		2035 Totals Single Family	2035 Totals Multi-Family
ADELANTO	1421	413			28060	6906		33290	8654
APPLE VALLEY	1290	493			12036	5705		30231	10324
BARSTOW	817	426			13287	4873		19148	8925
BIG BEAR LAKE	444	70			2142	275		10412	1460
CHINO	902	494			6495	5738		21132	10342
CHINO HILLS	972	203			2969	1214		22780	4248
COLTON	687	681			5865	8192		16100	14272
FONTANA	2301	672			19367	5786		53895	14079
GRAND TERRACE	175	83			978	296		4102	1739
HESPERIA	2442	579			36366	8017		57200	12136
HIGHLAND	865	234			7573	1314		20254	4908
LOMA LINDA	404	450			5018	5072		9455	9435
MONTCLAIR	350	376			1996	4696		8189	7873
NEEDLES	79	69			273	220		1857	1452
ONTARIO	2807	1562			34313	17357		65754	32726
RANCHO CUC.	1841	977			5564	6479		43129	20478
REDLANDS	1083	592			7413	3955		25369	12401
RIALTO	1256	653			9597	6466		29413	13680
SAN BERNARDINO	2455	1585			16203	8944		57519	33218
TWENTYNINE PALMS	686	280			9986	3183		16070	5860
UPLAND	923	607			4565	3407		21626	12710
VICTORVILLE	2123	776			27678	9966		49739	16266
YUCAIPA	837	369			6910	1854		19612	7736
YUCCA VALLEY	657	194			8204	2312		15397	4074
UNINCORP.	7448	1710			65544	14367		174489	35839
COUNTY TOTAL	35266	14548			338403	136594		826163	304835

Excess -35266 -14548

Allocation of the excess of housing to different jurisdictions - **Methodology 4**

Methodology 4 involves allocating the excess housing units by the difference in Buildout Growth and reported 2005-2035 growth for each jurisdiction.

	SF Share of Excess	MF Share of Excess			SF Growth '05-'35	MF Growth '05-'35		2035 Totals Single Family	2035 Totals Multi-Family
ADELANTO	0	0			26639	6493		31869	8241
APPLE VALLEY	2774	853			13520	6065		31715	10684
BARSTOW	1836	0			14306	4447		20167	8499
BIG BEAR LAKE	0	79			1698	284		9968	1469
CHINO	95	0			5688	5244		20325	9848
CHINO HILLS	249	1121			2246	2132		22057	5166
COLTON	148	0			5326	7511		15561	13591
FONTANA	40	83			17106	5197		51634	13490
GRAND TERRACE	0	23			803	236		3927	1679
HESPERIA	1600	0			35524	7438		56358	11557
HIGHLAND	144	0			6852	1080		19533	4674
LOMA LINDA	0	0			4614	4622		9051	8985
MONTCLAIR	0	0			1646	4320		7839	7497
NEEDLES	0	0			194	151		1778	1383
ONTARIO	0	0			31506	15795		62947	31164
RANCHO CUC.	0	807			3723	6309		41288	20308
REDLANDS	0	0			6330	3363		24286	11809
RIALTO	0	0			8341	5813		28157	13027
SAN BERNARDINO	369	0			14117	7359		55433	31633
TWENTYNINE PALMS	2568	1289			11868	4192		17952	6869
UPLAND	0	0			3642	2800		20703	12103
VICTORVILLE	2665	7902			28220	17092		50281	23392
YUCAIPA	192	135			6265	1620		18967	7502
YUCCA VALLEY	234	160			7781	2278		14974	4040
UNINCORP.	22351	2095			80447	14752		189392	36224
COUNTY TOTAL	35266	14548			338403	136594		826163	304835

Excess -35266 -14548

Allocation of the excess of housing to different jurisdictions - **Hybrid Methodology**

The Hybrid Methodology involves allocating the excess housing units by using Methodology 4 for the Single Family Units and Methodology 3 for Multi-Family Units.

	SF Share of Excess	MF Share of Excess			SF Growth '05-'35	MF Growth '05-'35		2035 Totals Single Family	2035 Totals Multi-Family
ADELANTO	0	413			26639	6906		31869	8654
APPLE VALLEY	2774	493			13520	5705		31715	10324
BARSTOW	1836	426			14306	4873		20167	8925
BIG BEAR LAKE	0	70			1698	275		9968	1460
CHINO	95	494			5688	5738		20325	10342
CHINO HILLS	249	203			2246	1214		22057	4248
COLTON	148	681			5326	8192		15561	14272
FONTANA	40	672			17106	5786		51634	14079
GRAND TERRACE	0	83			803	296		3927	1739
HESPERIA	1600	579			35524	8017		56358	12136
HIGHLAND	144	234			6852	1314		19533	4908
LOMA LINDA	0	450			4614	5072		9051	9435
MONTCLAIR	0	376			1646	4696		7839	7873
NEEDLES	0	69			194	220		1778	1452
ONTARIO	0	1562			31506	17357		62947	32726
RANCHO CUC.	0	977			3723	6479		41288	20478
REDLANDS	0	592			6330	3955		24286	12401
RIALTO	0	653			8341	6466		28157	13680
SAN BERNARDINO	369	1585			14117	8944		55433	33218
TWENTYNINE PALM	2568	280			11868	3183		17952	5860
UPLAND	0	607			3642	3407		20703	12710
VICTORVILLE	2665	776			28220	9966		50281	16266
YUCAIPA	192	369			6265	1854		18967	7736
YUCCA VALLEY	234	194			7781	2312		14974	4074
UNINCORP.	22351	1710			80447	14367		189392	35839
COUNTY TOTAL	35266	14548			338403	136594		826163	304835

Excess -35266 -14548

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: 23

Date: January 10, 2007

Subject: Candidate Projects for Corridor Mobility Improvement Account (CMIA) Funding

Recommendation:* Approve nomination by January 16, 2007, of the projects on the SANBAG CMIA List (Attachment 3), including projects listed by Caltrans, to the California Transportation Commission for funding from the CMIA.

Background: Proposition 1B, approved by the voters of California in November 2006, provides for about $19.9 billion in additional transportation funding within California. Of this total, $4.5 billion is for the Corridor Mobility Improvement Account. On October 4, 2006, the SANBAG Board of Directors received a presentation on candidate projects to be considered for CMIA and other funding should Proposition 1B pass on November 7, 2006 (Attachment 1).

On November 8, 2006, the California Transportation Commission (CTC) approved the CMIA guidelines (Attachment 2) and set a deadline of January 16, 2007 for candidate project submittals. However, SANBAG was notified in late November of Caltrans' internal deadlines that necessitated input to District 8 by December 1, 2006. As noted by SANBAG's President, Supervisor Hansberger at the December 6th Board meeting, the proposed input to Caltrans (Attachment 3) was discussed in detail with the available SANBAG officers on November 27th to meet Caltrans' internal deadline. SANBAG's input was substantially the same as the information provided in a presentation to the full SANBAG Board of Directors at the October meeting. The notable difference was the removal

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701A-TY.DOC
Attachments: brd0701a1-ty

of the I-15/I-215 (Devore) Interchange, which staff confirmed could not meet the statutory construction deadline for CMIA projects. Continuing discussions with CTC staff and Caltrans management provided further clarification of the key project selection criteria:

1) **The project must provide significant congestion relief or mobility improvement to the mainline freeway or state highway system.** For this reason, interchange projects are not competing well because their benefit is generally to arterial streets and ramp intersections rather than the freeway mainline. Staff has made the case that certain interchange improvements, particularly to those along I-10, are needed to support a subsequent mainline widening and should be considered for that reason. To date, that argument hasn't gotten much traction.
2) **CMIA funds will not be used to supplant local funds except under exceptional circumstances.** The only such circumstance identified thus far is I-215 North, where local funds dedicated elsewhere in the same corridor were stripped during the recent shortfalls in the State Transportation Improvement Program (STIP) in order to retain the project's position in the STIP. Staff's argument appears successful because the supplanted Measure I Valley Major Projects funds must remain dedicated to the freeway system.
3) **The project must clearly be able to go to construction by early 2012, though 2011 or earlier is preferred.**
4) **The project must be accompanied by a plan for maintenance of mobility gains in the corridor (Corridor Management Plan).**

CMIA funds will be allocated on a competitive basis by the CTC, based principally on these criteria. No provision is made for "fair share" allocation other than adherence to the 60-40 north-south split and a vague reference to geographic equity. However, given our growth and congestion levels it seems reasonable that the SANBAG region should compete for at least its per-capita share, or the share it might expect per the STIP regional share formula (slightly more than simple per-capita).

Additional issues of concern are: 1) how post-construction corridor management is to be funded, and 2) the relative priority to be given to urban projects such as I-215, I-10, and I 15, versus rural projects such as SR-58 that principally serve interregional or interstate traffic. SB45, which established the current STIP process, splits STIP funds into a 75% "Regional" share, and a 25% "Interregional" share.

On December 8, 2006, Caltrans released its preliminary list of CMIA recommendations (Attachments 4 and 5), which in staff's opinion is a reasonable reflection of these criteria.

Although Caltrans initially indicated that it would prepare a "Tier 1" list of $4.5 billion and a "Tier 2" list of another $1.5 billion to provide for CTC discretion in project selection, they ultimately released only one list with a total value of $6.2 billion. In San Bernardino County, Caltrans' list excludes all but on-system mainline improvements and management systems to maintain mainline performance. Caltrans is proposing to address corridor management funding by taking $150 million off the top, and is calling for dedication of about 80% of available funds to urban or "Regional" projects, and 20% to interregional projects.

Caltrans' proposed list totals $320 million in San Bernardino County, $227 million for regional/urban projects, and $93 million for SR-58. Specifically, the list includes:

- I-215 North in San Bernardino widening and reconstruction
- I-10 Fontana area auxiliary lanes and ramp improvements
- I-10 Yucaipa-Redlands westbound widening
- I-15 Phase 2, Victor Valley area
- SR-58 widening near Hinkley

Caltrans' list excludes all interchange improvements proposed by SANBAG on I-10 and I-15, as well as the freeway-to-freeway connector improvements in the I-215/SR-210 interchange.

SANBAG's per-capita share of the $4.35 billion (assuming Caltrans takes $150 million off the top for traffic system management) would be about $261 million, of which $209 million would represent an 80% "regional" share, and $52 million would represent an "interregional" share. Caltrans' proposal exceeds SANBAG's per-capita fair share by 23% (9% on urban/regional projects, and 79% on interregional projects), while statewide Caltrans' proposal exceeds available funds by 38%.

SANBAG will be challenged to not only support and sustain all regional projects proposed by Caltrans, but also present the case for the balance of the projects on the SANBAG list.

Financial Impact: This item has no direct impact on the approved Fiscal Year 2006-2007 SANBAG Budget. Success in the competitive CMIA process can contribute significantly to successful delivery of the Measure I 2010-2040 Valley Freeway, Valley Freeway Interchange, and Victor Valley Major Local Streets programs.

Reviewed By: This item was reviewed by the Plans and Programs Policy Committee on December 20, 2006, which recommended nomination of projects listed by both SANBAG and Caltrans, as well as the projects from the SANBAG list not included by Caltrans *(Meeting chaired by Paul Eaton.)*

Responsible Staff: Ty Schuiling
Director, Planning and Programming

Attachment 1

Proposition 1B - Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006.

$2 billion for the Local Street and Road Improvement, Congestion Relief, and Traffic Safety Account	Appropriated to the Controller, upon approval by Legislature, likely through state's annual budget bill to fund improvements to local transportation facilities that will repair and rehabilitate local streets and roads, reduce local traffic congestion, improve traffic flow, or increase traffic safety.	The League is drafting legislation with the California State Association of Counties to allocate $1 billion each for cities and counties over five years beginning in FY 07-08.
$4.5 billion to the Corridor Mobility Improvement Account	Funds must be appropriated to the California Transportation Commission (CTC) through state's annual budget bill to relieve congestion by expanding capacity, enhancing operations, and improving travel times in high congestion travel corridors. The CTC must adopt guidelines for project selection criteria to receive these funds. CTC will fund projects based on meeting guidelines for projects nominated by Caltrans, regional transportation agencies and county transportation authorities and commissions.	The CTC project guidelines for the Corridor Mobility Improvement Account were adopted November 8, 2006. Project nominations must be submitted to the CTC by January 16, 2007. The CTC will adopt an initial program to receive funding by March 1, 2007.
$1 billion for improvements to State Route 99 traversing approximately 400 miles of the Central Valley.	Funds must be appropriated to Caltrans through the state's annual budget bill.	When available, Caltrans will allocate this money for safety, operational enhancements, rehabilitation, or capacity improvements on the State Route 99 corridor.
$3.1 billion for the California Ports Infrastructure, Security, and Air Quality Improvement Act.	Funds must be appropriated to the California Transportation Commission (CTC) through state's annual budget bill for infrastructure improvements to seaports, land ports of entry and airports, to relieve traffic congestion along major trade corridors, and to improve freight rail facilities to enhance the movement of goods from port to marketplace. Program guidelines subject to conditions and criteria	Program guidelines have not been determined. The CTC has held listening session with stakeholders around the state to determine how this program is going to work. To date, a consistent vision has not been established. Legislation to establish the program is likely needed to further define the program.

	established by the Legislature.	
$200 million for school bus retrofitting and replacement to reduce air pollution.	Appropriated upon approval by Legislature, likely through state's annual budget bill to reduce children's exposure to diesel emissions.	It is unknown at this time how this program will be administered. The allocation process will be determined by legislative statutes
$2 billion for projects in the State Transportation Improvement Program (STIP).	Appropriated to the CTC, upon approval by Legislature, likely through state's annual budget bill. Funds will be allocated for projects based on existing formula.	The CTC has stated that they would like this funding available immediately, but don't want to program it all at one time. The CTC may ask the Legislature to appropriate the funds on an on-going basis as projects are ready to be funded.
$1 billion for the State-Local Partnership Program Account	Appropriated upon approval by Legislature, likely through state's annual budget bill. Requires legislation to implement and adopt program guidelines. This program requires a dollar for dollar match of local funds.	The CTC has held meetings with a working group of stakeholders to establish what this program will look like. The guidelines are still being developed, but the CTC hopes to have them clarified by January.
$4 billion for the Public Transportation, Modernization, Improvement and Service Enhancement Account	Appropriated to Caltrans and Controller upon approval by Legislature, likely through state's annual budget bill for capital improvements and fleet expansion to enhance public transit, intercity and commuter rail, and waterborne transit.	Funds allocated directly to transit operators under existing formula (STA).
$1 billion for the Transit System Safety, Security and Disaster Response Account	Appropriated upon approval by Legislature, likely through state's annual budget bill, for capital projects that provide increased protection against a security and safety threat and increase the capacity of transit operations to move people, goods and emergency personnel, and equipment in the preparation for and the aftermath of a disaster.	It is unknown at this time how this program will be administered. The allocation process will be determined by legislative statutes.

$125 million for the Local Bridge Seismic Retrofit Account	Appropriated to Caltrans upon approval by Legislature, likely through state's annual budget bill.	Local agencies should work with Caltrans to access these funds, which will be used for the required 11.5 percent match for federal Highway Bridge Replacement and Repair funds for seismic work on local bridges, ramps and overpasses.
$750 million for the Highway Safety, Rehabilitation and Preservation Account (SHOPP)	Appropriated upon approval by Legislature, likely through state's annual budget bill for highway safety, rehabilitation, and pavement preservation projects, including $250 million for traffic light synchronization projects or other technology-based improvements to improve safety operations and the capacity of local streets and roads.	Allocated per existing SHOPP process. Caltrans will develop a program to fund traffic light synchronization or other technology based improvements on local system.
$250 million for the Highway-Railroad Crossing Safety Account	Appropriated to Caltrans upon approval by Legislature, likely through state's annual budget bill for the completion of high priority grade separation and railroad crossing safety improvements.	$150 million of this fund will be allocated per current statute, except that a dollar for dollar match of non-state funds is required. Of the $250 million, the CTC will allocate $100 million in consultation with the High-Speed Rail Authority.

Proposition 1B
Candidate Projects

Cheryl Donahue
San Bernardino Associated Governments
October 4, 2006

Proposition 1B

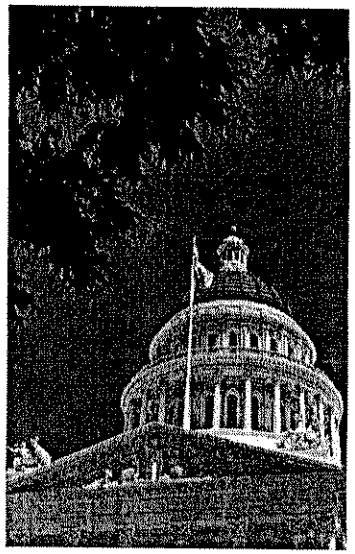
- Transportation, Air Quality & Port Security Act – on November ballot
- $19.925 billion statewide
- Simple majority required for passage

Bond Components

- $4.5 billion for corridor mobility
- $4 billion for transit capital
- $3.1 billion for port infrastructure, security and air quality
- $2 billion for highway capacity (STIP)
- $2 billion for local streets/roads, to be allocated to cities and counties
- $1 billion for transit system security

Additional Bond Components

- $1 billion for state-local partnership projects (1:1 match for local sales tax projects)
- $1 billion for Route 99 improvements
- $750 million for highway safety and rehab
- $250 million for railroad grade separations
- $200 million for school bus retrofit
- $125 million for bridge seismic retrofit



Funding Criteria

Corridor Mobility Category - $4.5B

- Likely to be 40/60 split for north/south
- Reduced travel time on highly congested travel corridors
- Improved access to jobs, housing, commerce
- Quick delivery/quick congestion relief
- High benefit/cost ratio

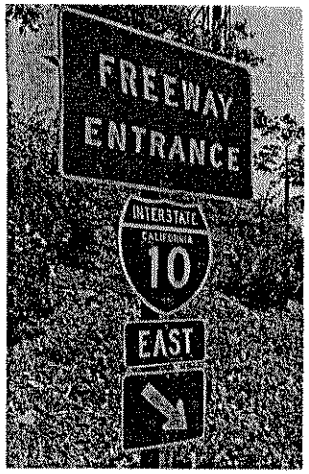
Intelligent Transportation

- Projects with traffic system management elements will score well
- Traffic detection equipment
- Ramp metering
- Other operational improvements

Candidate Projects

- Projects must be ready to build by 2012
- SANBAG & Caltrans have identified projects that meet this timing. Projects like these could be funding candidates.
- SANBAG, RCTC, District 8 to work together to submit package of projects

Interstate 10 Corridor

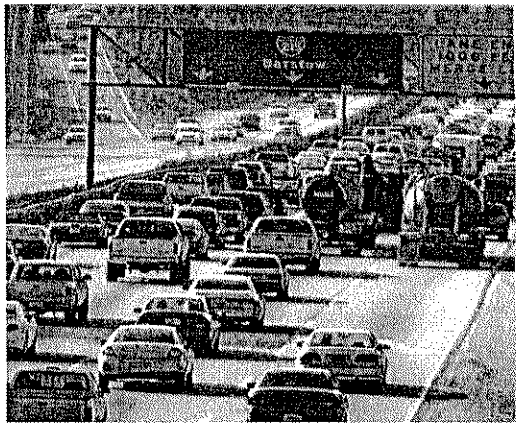


- Reconstruction of six I-10 interchanges between I-15 and I-215. To be completed prior to ultimate I-10 corridor improvements (carpool lane, bridge widening, sound walls)
- Construction of some ICs could start in 2007
- Estimated project cost: $250 million for interchanges; Measure I = $135M, developer fees = $53M, federal funds = $4M
- Estimate for full corridor = $925 million

I-10 Westbound Lane

- New mixed-flow lane on WB I-10 between Yucaipa and Redlands for traffic congestion relief. Includes sound walls and drainage improvements.
- PA/ED began in July 2004, set for completion in spring 2007. Design to take 2-3 years. Construction could start in 2010.
- Estimated cost: $36 million; Measure I = $5M

I-215 Widening



- Widening of I-215 by two lanes north and south in San Bernardino to relieve traffic. Project to widen bridges, remove fast-lane entrances/exits, improve access, add sound walls.
- 5th Street bridge portion to start in 2007. Work on freeway lanes to start in mid-07 and take 6-7 years. Some I-215 funding was dropped from STIP earlier this year.
- Estimated cost: $640 million; Measure I = $40M, federal = $200M; state $268M

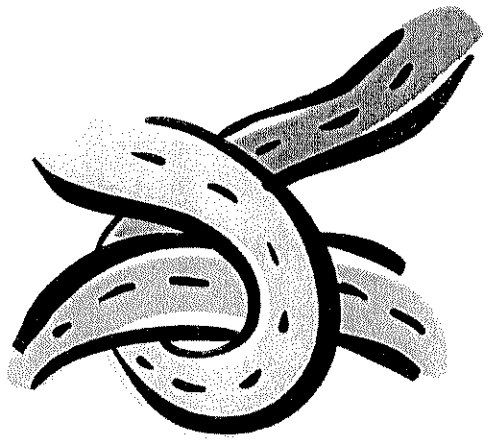
Interstate 15 Improvements

- Reconstruction of D Street, E Street and Stoddard Wells interchanges; widening of Mojave River bridge at I-15 in Victorville
- PA/ED began in 2005 and should be completed by late 2007. Final design and ROW should take 2-3 years. Construction could start by 2010.
- Estimated cost: $113 million; federal = $1M, state = $67.4M

La Mesa/Nisqualli Interchange

- New interchange with I-15 in Victorville. Would provide new east-west route and an alternative to severely congested BV Road.
- Environmental document has been approved. ROW and final design have started and should take 18-24 months to complete.
- Estimated cost: $70 million; Measure I and developer fees = $24M, federal = $4.5M

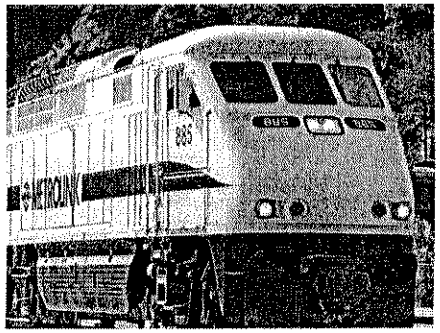
Devore Interchange



- Widening of I-215/I-15 interchange to relieve bottleneck. Project to add two lanes to I-15 through the IC and reconfigure the design.
- Would require design-build to escalate project to meet 2012 deadline. PA/ED to start in early 2007 and take three years. Final design to take two years.
- Estimated cost: $202 million; Measure I to fund $40M.

Metrolink Maintenance Facility

- Creation of Metrolink Eastern Area Maintenance Facility in Colton to accommodate growth of service lines in the IE. SCRRA has 39 locomotives and 151 rail cars and needs add'l storage/work space.
- Construction set to start in spring 2008. Project has two phases.
- Estimated cost: $64.9 million; $34.9M is funded



Metrolink Sealed Corridor

- Reduces access to tracks through locked gates, fencing, median separators, islands and grade separations. Helps enhance safety of train passengers, pedestrians and neighbors.
- Phase I underway in Antelope Valley and Ventura County. If funds are available, work could begin on other lines, based on priority.
- Estimated cost: $45 million; $15 million identified

Metrolink Maintenance-of-Way

- Creation of centralized facility for track, signal and bridge maintenance along Metrolink right-of-way. Will lose several of current staging facilities during the next few years.
- Seeking location for facility. If funds are available, SCRRA can purchase and begin construction.
- Estimated cost: $10.12 million

Metrolink Rail Cars

- Purchase of 30 rail cars to allow longer trains and expanded service to meet projected demand. Riders expected to grow systemwide from 42,000 to 51,000 by 2010.
- SCRRA could exercise contract option to buy 30 cars; delivery of cars within 3.5 years.
- Estimated cost: $272 million; $212M identified

Questions/Answers

- For more information:
  Call SANBAG: (909) 884-8276
- SANBAG to monitor fund allocation process for all categories
- Visit voterguide.ss.ca.gov for Proposition 1B analysis
- Thank you!

ATTACHMENT 2

CALIFORNIA TRANSPORTATION COMMISSION
Corridor Mobility Improvement Account Program Guidelines
Adopted November 8, 2006

The Corridor Mobility Improvement Account (CMIA) presents a unique opportunity for the state's transportation community to provide demonstrable congestion relief, enhanced mobility, improved safety, and stronger connectivity to benefit traveling Californians. The California Transportation Commission (CTC) will work in partnership and collaboration with Caltrans and regional agencies to identify, program, and deliver priority projects in key corridors that yield the mobility and connectivity benefits Californians expect, consistent with the following CMIA guidelines. In taking advantage of this opportunity, it is vital that the transportation community maintain the trust and confidence of those who have provided the wherewithal to implement this program. The transportation community can fulfill the promise of the CMIA program through strategic investments statewide, consistent with regional and state priorities, combined with a renewed focus on achieving and maintaining needed corridor mobility and continuity benefits, and through efficient and timely project delivery. The Commission recognizes that this program will require flexibility to implement, that no one strategy or approach will work equally well throughout the state, and that success can only be achieved when the Commission, Caltrans and regional agencies share equally in the commitment to implement these high priority corridor investments.

General Program Policy

1. Authority and purpose of CMIA guidelines. The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B on November 7, 2006, includes a program of funding from $4.5 billion to be deposited in the Corridor Mobility Improvement Account (CMIA). The funds in the CMIA are to be available to the California Transportation Commission, upon appropriation in the annual Budget Act by the Legislature, for allocation for performance improvements on the state highway system or major access routes to the state highway system.

   The Bond Act mandates that the Commission develop and adopt guidelines for the CMIA program, including regional programming targets, by December 1, 2006. It further mandates that the Commission allocate funds from the CMIA to projects after reviewing project nominations submitted by the Department of Transportation (Caltrans) and the same regional agencies that prepare regional transportation improvement programs (RTIPs) nominating projects for the state transportation improvement program (STIP).

   The purpose of these guidelines is to identify the Commission's policy and expectations for the CMIA program and thus to provide guidance to Caltrans, regional agencies, and other project proponents and implementing agencies in carrying out their responsibilities under the program. The program is subject to the provisions of the Bond Act, in particular subdivision (a) of Section 8879.23 of the Government Code, and these guidelines are not intended to preclude any project

nomination or any project selection that is consistent with the Bond Act. The Commission cannot anticipate all circumstances that may arise in the course of program implementation, and the Commission may find it appropriate to make exceptions to any provision in these guidelines or to revise or adapt its policies as issues arise in program implementation.

2. CMIA Program Intent. In selecting projects for funding under the CMIA program, the Commission intends to balance the following three general mandates provided in the Bond Act:

   a. Mobility improvement and other project benefits. The basic CMIA policy objective is to improve performance on highly congested travel corridors. Improvements may be on the state highway system or on major access routes to the state highway system on the local road system that relieve congestion by expanding capacity, enhancing operations, or otherwise improving travel times within high-congestion travel corridors. To include a project in the CMIA program, the Commission must find that it "improves mobility in a high-congestion corridor by improving travel times or reducing the number of daily vehicle hours of delay, improves the connectivity of the state highway system between rural, suburban, and urban areas, or improves the operation or safety of a highway or road segment."

   b. Geographic balance between regions. The Bond Act requires the Commission, in adopting a program for the CMIA, to find that the program is geographically balanced, consistent with the north/south split that applies to the STIP (40% north, 60% south), and to find that it "provides mobility improvements in highly traveled or highly congested corridors in all regions of California."

   c. Early delivery. The Bond Act requires the Commission, in adopting a program for the CMIA, to find that the program targets funding "to provide the mobility benefit in the earliest possible timeframe." It also mandates that the inclusion of a project in the CMIA program be based on a demonstration that the project can commence construction or implementation no later than December 31, 2012.

3. Urban and Interregional Corridors. In selecting projects for funding under the CMIA program, the Commission intends also to balance improvements to mobility in highly congested urban corridors and improvements to mobility and connectivity in interregional state highway corridors. The Commission expects to evaluate urban corridor and interregional corridor improvements separately. The Commission expects that CMIA program improvements outside urbanized areas will be focused primarily, but not exclusively, on the focus routes identified by Caltrans in its Interregional Transportation Strategic Plan (ITSP), as presented to the Commission in 1998. **However, this statement of intent does not exclude the**

nomination and consideration of any project eligible for funding under the program.

4. Evaluation of Project Benefits. The Commission intends to give priority to those projects that provide the greatest benefit in relationship to project cost, as demonstrated by a project nomination and supporting documents. The Commission will consider measurable benefits using the California Life-Cycle Benefit/Cost Analysis Model (Cal-B/C) developed and in use by Caltrans. This model includes measures of annual travel time savings and annual safety benefits (reduced injury and fatality rates) in the corridor. The model, however, is but one measure of benefits, and the Commission will also consider other assessments of time savings, safety benefits, quantifiable air quality benefits, and other benefits identified in the project nominations. The Commission's evaluation of project cost effectiveness will be based on the full cost of construction and right-of-way, including engineering costs, without regard for the sources of funding that may be used to meet those costs.

5. Local Funding Contribution. The Commission intends also to consider the contribution of local funding in the selection of projects for CMIA funding. The Commission's expectation of local funding may increase with the size of the project, the share of local traffic in the corridor, and the ability of the regional agency or a local implementing agency to contribute funding to the project.

6. Project eligibility. Under the Bond Act, a CMIA project must be on the state highway system or on a major access route to the state highway system on the local road system. The Commission must also find that:

   - The project either (1) reduces travel time or delay, (2) improves connectivity of the state highway system between rural, suburban, and urban areas, or (3) improves the operation or safety of a highway or road segment.
   - The project improves access to jobs, housing, markets, and commerce.
   - The project can commence construction no later than December 31, 2012.

   Under the Bond Act, the Commission may not program a project unless it is nominated by either or both Caltrans and a regional agency. Projects will be programmed according to the same project components used for the STIP—(1) environmental and permits, (2) plans, specifications, and estimates, (3) right-of-way, and (4) construction.

   The Commission's general expectation is that each CMIA project will have a full funding commitment through construction, either from the CMIA alone or from a combination of CMIA and other state, local, or federal funds.

   The Commission expects the CMIA program to include, though not necessarily be limited to:

   - Traffic system management elements, including traffic detection equipment.

- Ramp metering and other operational improvements.
- New traffic lanes to add capacity.
- New or improved alignments for access control, including the conversion of conventional highways to expressway or expressways to freeways.

The Commission expects the inclusion of an interchange project in the CMIA program to be based on the contribution of the interchange to the improvement of traffic flow in a highly congested urban corridor or to the provision of new access control in an interregional corridor.

7. Corridor system management plan. The Commission expects Caltrans and regional agencies to preserve the mobility gains of urban corridor capacity improvements over time and to describe how they intend to do so in project nominations. For urban corridor capacity improvements, the Commission intends to give priority to projects where there is a corridor system management plan in place to preserve corridor mobility or where there is a documented regional and local commitment to the development and effective implementation of a corridor system management plan, which may include the installation of traffic detection equipment, the use of ramp metering, operational improvements, and other traffic management elements as appropriate. Development of a corridor system management plan may occur simultaneously with project implementation, as described in the project nomination.

   The capital cost of traffic detection equipment and other elements of a congestion management plan may be included in the cost of an improvement project to be funded from the CMIA. Where they are included in the project nomination, the Commission may require the installation of traffic detection equipment and the implementation of other elements of a congestion management plan as a part of the project approved for CMIA funding.

8. Other funding sources. The Commission recognizes the important funding role that regional agencies play in implementing projects on the state system. The Commission may find it appropriate to develop full funding commitments to CMIA projects that take into consideration additional investments already made, or to be made, by agencies to enhance corridor mobility and connectivity.

   However, as a matter of general policy, the Commission does not intend to program CMIA funding to replace funding already programmed in the STIP, including funding from other sources identified in the STIP as providing the full funding commitment for a STIP project component. The Commission may make an exception if it finds that replacing funds already programmed would further the objectives of the CMIA program.

   The Commission does not intend generally to program CMIA funding to cover cost increases for project components already programmed in the STIP. The Commission's general expectation is that STIP project cost increases will be

covered from the STIP, including other sources already identified as providing the full funding commitment for the STIP project. However, the Commission may make an exception if it finds that there is no reasonable funding alternative and that covering the cost increase with CMIA funding would further the objectives of the CMIA program.

In selecting projects for CMIA funding, the Commission may also consider the availability and appropriateness of funding for the project from other Bond Act programs.

Project Nomination and Selection Process

9. Initial Program. The Commission will adopt an initial CMIA program of projects by March 1, 2007. The initial CMIA program will include only projects that are nominated by Caltrans or by a regional agency no later than January 16, 2007. Between March 1, 2007 and the adoption of the first program update (in conjunction with the 2008 STIP), the Commission may amend the initial CMIA program, but will do so only for projects that were nominated for the initial program by January 16, 2007. The consideration of programming for projects not nominated for the initial program will await the first full program update in 2008.

10. Program Updates. The Commission intends to program CMIA funds as soon as possible, consistent with the objectives and statutory mandates of the program. If a portion of the $4.5 billion authorized for the program remains unprogrammed, the Commission will adopt an update to the CMIA program biennially in conjunction with the development and adoption of the biennial STIP. Each program update will be adopted no later than the date of adoption for the STIP and will include only projects that are nominated by Caltrans or by a regional agency no later than the date on which regional transportation improvement programs nominating projects for the STIP are due.

11. Project nominations. Project nominations and their supporting documentation will form the primary basis for the Commission's CMIA program project selection. Under the Bond Act, all projects nominated to the Commission for CMIA funds shall be included in a regional transportation plan. Each project nomination should include:

    - A cover letter with signature authorizing and approving the nomination.
    - A project fact sheet (see Appendix A) that describes the project scope, cost, funding plan, project delivery milestones, and major benefits.
    - A brief narrative (1-3 pages) that provides:
        - A description of the travel corridor and its function, and how the project would improve mobility, reliability, safety, and connectivity within the corridor.

- A description of project benefits, including how the project would improve travel times or reduce the number of daily vehicle hours of delay, improve the connectivity of the state highway system between areas, or improve the safety of a highway or roadway segment. The description should also include air quality benefits and other benefits. To the extent possible, the narrative should quantify project benefits and cite documentation, including environmental documents, in support of any estimates of project benefits.
- A description of how the project would improve access to jobs, housing, markets, and commerce.
- A description of the risks inherent in the nomination's estimates of project cost, schedule, and benefit.
- A description of the corridor management approach to preserving project mobility gains, which may include the corridor system management plan or the commitment of regional and local agencies to develop and implement a plan.

- A project benefit/cost analysis input sheet (see Appendix B).
- Documentation of the basis for the costs, benefits and schedules cited in the project nomination. As appropriate and available, the documentation should include the project study report, the environmental document, the corridor system management plan or documentation of the commitment to the development and implementation of a plan, the regional transportation plan, and any other studies and analyses that provide documentation regarding the quantitative and qualitative measures validating the project's consistency with CMIA program objectives.

If the nomination includes CMIA funding to replace other funding for a STIP project component or funding to cover a STIP project cost increase, the narrative should also include a description of how the proposed CMIA funding would further the objectives of the CMIA program.

An agency may nominate a project by submitting an endorsement of a nomination submitted by another agency without submitting a duplicate nomination package and documentation.

An agency that submits or endorses project nominations for more than one project should also identify its project funding priorities and the basis for those priorities.

12. Project Cost Estimates. All cost estimates cited in the project fact sheet and in the benefit/cost analysis input sheet will be escalated to the year of proposed delivery. For projects on the state highway system, only cost estimates approved by the Director of Transportation or by a person authorized by the Director to approve cost estimates for programming will be used. For other projects, only cost

estimates approved by the Chief Executive Officer or other authorized officer of the responsible local implementing agency will be used.

13. Submittal of Project Nominations. For the initial program, the Commission will consider only projects for which a nomination and supporting documentation are **received in the Commission office by 5:00 p.m., January 16, 2007, in hard copy**. A nomination from a regional agency will include the signature of the Chief Executive Officer or other authorized officer of the agency. A nomination from Caltrans will include the signature of the Director of Transportation or a person authorized by the Director to submit the nomination. Where the project is to be implemented by an agency other than Caltrans or the regional agency, the nomination will also include the signature of the Chief Executive Officer or other authorized officer of the implementing agency. The Commission requests that each project nomination include five copies of the cover letter, the project fact sheet, the narrative description, and the benefit/cost analysis input sheet, together with two copies of all supporting documentation.

    All nomination materials should be addressed or delivered to:

    John Barna, Executive Director
    California Transportation Commission
    Mail Station 52, Room 2222
    1120 N Street
    Sacramento, CA 95814

14. Cost and Delivery Commitments and Expectations. Because estimated project costs and delivery dates are important elements of project evaluation and selection for the CMIA program, the Commission will actively monitor project development and will reevaluate projects as costs and delivery dates may change.

    The standards for project programming and project readiness for allocation will be the same as for the STIP. Project components will be programmed for a particular dollar amount in a particular fiscal year, corresponding to the fiscal year when construction (or other component implementation) is to begin.

    If the estimated cost for a project increases or if a project fails to meet a project delivery milestone, the Commission will expect Caltrans or the regional agency to report on its plan to bring the project within cost and schedule or to revise the project's funding plan and schedule. The Commission may amend the project's CMIA programming accordingly. If the Commission finds that, as a result of cost increases or schedule delays, the project is either no longer fundable or no longer competitive in terms of cost effectiveness, the Commission may delete the project from the CMIA program. The Commission's intent, however, is to work with Caltrans and regional and local implementing agencies to see that projects proceed to construction.

An implementing agency may identify a project cost increase or delay at any time and request an amendment of the project's programming. With each biennial program update, every project in the program will be reevaluated for cost and delivery schedule.

15. Quarterly CMIA Delivery Report. Commission staff, in cooperation with the Caltrans, regional agencies and local implementing agencies, will report to the Commission each quarter on the status of each project in the CMIA program. The report will identify progress against delivery milestones and any changes in project costs or schedules that may require amendment of the CMIA program.

Regional Programming Targets

16. Intent for Targets. The Bond Act calls for the Commission's guidelines to include "regional programming targets," though it does not specify how the targets are to be used or how they are to be determined. The Commission's intent is that target amounts be provided only as general guidance to Caltrans and regional agencies for carrying out their responsibilities in making project nominations. **The targets do not constitute an allocation, a guarantee, a minimum, or a limit on programming in any particular county or region of the state.**

For this purpose and in consultation with regional agencies, the Commission has defined the following broad regions of the state for use in establishing regional programming targets:

- San Diego County;
- Southern California, to include the six counties of the Southern California Association of Governments (SCAG);
- Eastern Sierra, to include Inyo and Mono counties;
- Central Coast, to include the five counties of Caltrans District 5;
- San Joaquin Valley, include the thirteen counties of Caltrans Districts 6 and 10;
- San Francisco Bay Area, to include the nine counties of the Metropolitan Transportation Commission (MTC);
- Sacramento Valley, to include the ten counties of Caltrans District 3, excluding Glenn County; and
- North State, to include the remaining twelve counties, including Glenn County and Caltrans Districts 1 and 2.

Each regional agency is permitted to make its own project nominations and to identify its own priorities for the Commission. However, the Commission welcomes and encourages the development of joint priorities and proposals from the nominating agencies located within each of these broader regions or between regions. The Commission encourages the two regions that include counties in both the north and south (San Joaquin Valley and Central Coast) to develop their priorities and proposals without regard to the north/south split.

17. Regional Programming Targets. The Commission is providing regional programming targets for the CMIA program, intended as general guidance only. **The targets are neither minimums nor maximums. They do not constrain what any agency may propose or what the Commission may approve for programming and allocation within any particular area of the state. The only geographic constraints on the Commission's programming are that, over the life of the CMIA program, the program must be consistent with the north/south split and it must provide mobility improvements in each of the target regions.**

CMIA Regional Programming Targets
(Range, in $ millions)

	Low	High
Urban Corridors		
Sacramento Valley	$ 82	$ 197
San Francisco Bay Area (MTC)	342	821
San Joaquin Valley	93	222
Southern California (SCAG)	901	2,162
San Diego	157	377
Subtotal, urban	$1,575	$3,780
Interregional Corridors		
North State	$ 202	$ 486
Sacramento Valley	46	110
San Francisco Bay Area (MTC)	24	58
Central Coast	54	130
San Joaquin Valley	241	578
Eastern Sierra	15	36
Southern California (SCAG)	88	211
San Diego	5	11
Subtotal, interregional	$ 675	$1,620
Total	$2,250	$5,400

The factors used to determine targets were population for urbanized areas over 200,000 and deficient mileage identified by Caltrans for state highway focus routes. **The use of these factors, however, does not prescribe or limit where projects may be proposed by any agency or where they may be selected by the Commission.**

Allocations and Amendments

18. Allocations from the CMIA. The Commission will consider the allocation of funds from the CMIA for a project or project component when it receives an allocation request and recommendation from Caltrans, in the same manner as for the STIP. The recommendation will include a determination of the availability of appropriated CMIA funds. The Commission will approve the allocation if the funds are available, the allocation is necessary to implement the project as included

in the adopted CMIA program, and the project has the required environmental clearance.

19. CMIA Program Amendments. Caltrans and regional agencies may request CMIA program amendments and the Commission will approve amendments in the same manner as for STIP amendments, except that:

- CMIA program amendments will not add new projects that were not included in the nominations for the initial program or the current biennial update.
- CMIA program amendments may amend projects at any time, including projects programmed for the current fiscal year.
- CMIA program amendments need only appear on the agenda published 10 days in advance of the Commission meeting. They do not require the 30-day notice that applies to STIP amendments. However, the Commission will not act on program amendments with less than a 30-day notice without agreement from all project funding partners.
- The Commission may initiate a CMIA program amendment to delete a project, or to revise its scope, cost, or schedule, after a review of the progress of project delivery.

Where the Commission finds that a project nomination is insufficiently developed or documented to support inclusion in the program, it may invite the nominating agency to resubmit the nomination for later amendment into the program.

APPENDIX A

CORRIDOR MANAGEMENT IMPROVEMENT ACCOUNT

Project Nomination Fact Sheet

Nominating Agency:			**Fact Sheet Date:**
Contact Person			
Phone Number		Fax Number	
Email Address			

Project Information:

County	Caltrans District	PPNO *	EA *	Region/MPO/ TIP ID*	Route / Corridor *	Post Mile Back *	Post Mile Ahead *

* NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTPA/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System.

Legislative Districts	Senate:	Congressional:
	Assembly:	
Implementing Agency (by component)	PA&ED:	PS&E:
	R/W:	CON:
Project Title		

Location - Project Limits - Description and Scope of Work (Provide a project location map on a separate sheet and attach to this form)

Description of Major Project Benefits

Expected Source(s) of Additional Funding Necessary to Complete Project - as Identified Under 'Additional Need'

Project Delivery Milestones (month/year):		
Project Study Report (PSR) complete		
Notice of Preparation	Document Type:	
Begin Circulation of Draft Environmental Document		
Final Approval of Environmental Document		
Completion of plans, specifications, and estimates		
Right-of-way certification		
Ready for advertisement		
Construction contract award		
Construction contract acceptance		

NOTE: The CTC Corridor Mobility Improvement Account (CMIA) Program Guidelines should have been read and understood prior to preparation of the CMIA Fact Sheet. A copy of the CTC CMIA Guidelines and a template of the Project Fact Sheet are available at: http://www.dot.ca.gov/hq/transprog/ and at: http://www.catc.ca.gov/

CORRIDOR MANAGEMENT IMPROVEMENT ACCOUNT
Project Nomination Fact Sheet - Project Cost and Funding Plan
(dollars in thousands and escalated)
Shaded fields are automatically calculated. Please do not fill these fields.

				Date: 0-Jan-00
County	CT District	PPNO *	EA*	Region/MPO/TIP ID *
0	0	0	0	0
Project Title:	0			

* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTPA/MPO

Proposed Total Project Cost								Project
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)	0	0	0	0	0	0	0	0
PS&E	0	0	0	0	0	0	0	0
R/W SUP (CT) *	0	0	0	0	0	0	0	0
CON SUP (CT) *	0	0	0	0	0	0	0	0
R/W	0	0	0	0	0	0	0	0
CON	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0

Corridor Management Improvement Account (CMIA) Program								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

* NOTE: R/W SUP and CON SUP to be used only for projects implemented by Caltrans

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Shaded fields are automatically calculated. Please do not fill these fields.

CORRIDOR MANAGEMENT IMPROVEMENT ACCOUNT
Project Nomination Fact Sheet - Project Cost and Funding Plan
(dollars in thousands and escalated)
Shaded fields are automatically calculated. Please do not fill these fields.

				Date: 0-Jan-00
County	CT District	PPNO *	EA*	Region/MPO/TIP ID *
0	0	0	0	0
Project Title:	0			

* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTPA/MPO

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Additional Funding Needs (funding needs not yet committed)								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13+	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Shaded fields are automatically calculated. Please do not fill these fields.

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT PROGRAM
BENEFIT/COST ANALYSIS: PROJECT INPUT SHEET

Region/District: County:

Describe Project:

Route: EA:

Post mile: PPNO:

PROJECT DATA

Type of Project	Enter "X"
Hwy Capacity Expansion	
Operational Improvement	
Transp MGMT System (TMS)	
Other (describe:)	

Project Location (1 = So. Cal., 2 = No. Cal., or 3 = rural)		
Length of Construction Period		years
Duration of Peak Period (AM+PM)		hours

HIGHWAY ACCIDENT DATA

Actual 3-Year Accident Data for Facility

	Count (No.)
Fatal Accidents	
Injury Accidents	
Property Damage Only (PDO) Accidents	

Statewide Average for Highway Classification

	w/o Project	w/ Project
Accident Rate (per mil. veh-miles)		
% Fatal Accidents		
% Injury Accidents		

HIGHWAY DESIGN AND TRAFFIC DATA

Highway Design

	w/o Project	w/ Project	HOV Restriction
Number of General Traffic Lanes			
Number of HOV Lanes			
Highway Free-Flow Speed (in mph)			(2 or 3)
Project Length (in miles)			

Average Daily Traffic	w/o Project	w/ Project
Current		
Forecast (20 years after construction)		
Average Hourly HOV Traffic (if HOV lanes)		
Percent Trucks (include RVs, if applicable)		
Truck Speed (if passing lane project)		

TOTAL PROJECT COSTS (in escalated dollars)

From Project Nomination Fact Sheet:

Fiscal Year:	
2007-08	$
2008-09	$
2009-10	$
2010-11	$
2011-12	$
2012-13	$

COMMENTS:

Prepared by: Phone No: E-Mail:

CONTACT: Mahmoud Mahdavi 916-653-9525 mahmoud_mahdavi@dot.ca.gov FAX: 916-653-1447

DRAFT LIST CMIA CANDIDATE PROJECTS 12/6/06

Route	PM Back	PM Ahead	Description	Implementing Agency	Total Project Cost	Requested CMIA	Fund Source	Comments
10	29.4	39.2	Redlands; Install TSM Field Elements & Ramp Improv	Caltrans	$16,325	$16,325		
10	11.6	19.1	In Fontana; widen Exit Ramps and Construct Aux. lanes	SANBAG	$30,325	$30,325		Part of I-10 Mainline HOV Project
10	33.3	36.9	Redlands & Yucaipa; Construct Westbound Mixed Flow	SANBAG	$34,000	$33,000	CMIA	Inter-County connection w/ Riverside
								County
							Measure I	Measure I funds to be shifted to I-215
								Bi-county Project
10	20.1	22	Route 10 Pepper Ave Interchange Modification	SB County	$36,640	$21,438	CMIA	Interchange improvements
							Fed	are nececessary prior to
							DIF	I-10 Mainline HOV
10	14.8	15.5	Route 10 Citrus Avenue Interchange Reconstruction	Fontana	$57,135	$43,255	CMIA	improvements
							DIF	
10	17.8	19.3	Route 10 Cedar Interchange Reconstruction	SB County	$40,251	$32,151	CMIA	I-10 Mainline HOV included in Measure I 2010-2040
							DIF	
10	18.7	20.8	Route 10 Riverside Ave Interchange Reconstruction	Rialto/SANBAG	$29,714	$16,655	CMIA	
							Fed	
							Local	
							DIF	
10	12.5	13.8	I-10 Cherry Interchange Reconstruction	Fontana	$58,950	$46,730	CMIA	
							DIF	
10			TSM Field Elements	SANBAG	$22,783	$22,783		
15	26.8	34.4	Route 15 Widening Phase 2	Caltrans	$135,711	$10,432	CMIA	Longer-term HOV project to be
								built by Caltrans and
								SANBAG pending decision for
								federal earmarking
							DIF	
							Federal	
15	16.2	26.5	Near Devore; Install TSM Field Elements	Caltrans	$22,716	$22,716		
15	38.3	39.4	Route 15 La Mesa Road/Nisquali Road Interchange	Victorville	$65,085	$31,335	CMIA	New Local interchanges on I-15 that relieve congestion
							Fed	at existing local interchanges
							Local	
							DIF	
15	29.5	30.9	I-15 Ranchero Rd Interchange Construction	Hesperia	$54,000	$27,000	CMIA	
							Local	
							DIF	
210	0	22.8	Route 210 - Connection to I-215	SANBAG	$54,967	$22,000	CMIA	Final element of SR 210 "High speed
								connectors"
							RTIP	Measure I funds to be shifted to I-215
								Bi-County
210	21.8	33.2	Various Cities; Install TSM Field Elements & Widen	Caltrans	$18,767	$18,767		
215	4.1	10.1	Route 215 HOV Lanes - Rte 10 to Rte 210	SANBAG	$594,728	$111,693	CMIA	Widening of I-215 through San
								Bernardino and improving
							RTIP - Aug	freeway interchanges
							Fed	Measure I funds to be shifted to I-215
								Bi-County
							TCRP	consistent with Corridor Management
								Plan
							Measure	
215	7	17.8	On Route 215; Install TSM Field Elements & Widen O	Caltrans	$11,044	$11,044		
					$1,383,148	$553,649		

Route	PM Back	PM Ahead	Description	Implementing Agency	Total Project Cost	Requested CMIA	Fund Source	Comments
58	0	12.9	Construct 4-lane Expressway	Caltrans	$164,454	$137,701		
58	21.8	31	Realign and Widen to 4-Lane Expressway	Caltrans	$23,811	$6,080		
					$188,265	$143,781		

ATTACHMENT 3

PRELIMINARY DRAFT
Caltrans Proposed CMIA Summary

By District

District 1	$150.0	
District 2	$80.1	
District 3	$372.0	
District 4	$1,360.0	
District 5	$363.0	*
District 6	$311.4	
District 7	$1,497.8	*
District 8	$636.7	
District 9	$50.0	
District 10	$265.0	
District 11	$561.6	
District 12	$405.3	
Total	$6,053.0	
CMIA TMS	$150.0	
Total CMIA	$6,203.0	

By CMIA Region

North State	$230.1	
Sacramento Valley	$372.0	
San Francisco Bay Area	$1,360.0	
Central Coast	$363.0	*
San Joaquin Valley	$576.4	
Eastern Sierra	$50.0	
Southern California-SCAG	$2,585.9	*
San Diego	$515.5	
Total	$6,053.0	

By North/South

	North	South	
District 1	$150.0		
District 2	$80.1		
District 3	$372.0		
District 4	$1,360.0		
District 5	$89.8	$273.2	*
District 6	$164.7	$146.7	
District 7		$1,497.8	*
District 8		$636.7	
District 9		$50.0	
District 10	$265.0		
District 11		$561.6	
District 12		$405.3	
Total	$2,481.6	$3,571.3	
Percent	41%	59%	

By Congestion/Connectivity

	Congestion	Connectivity	
District 1		$150.0	
District 2		$80.1	
District 3	$312.7	$59.3	
District 4	$1,102.0	$258.0	
District 5	$151.5	$211.6	*
District 6	$75.2	$236.2	
District 7	$1,482.0	$15.8	*
District 8	$543.1	$93.6	
District 9		$50.0	
District 10	$250.0	$15.0	
District 11	$515.5	$46.1	
District 12	$405.3		
Total	$4,837.3	$1,215.7	
Percent	80%	20%	

* - VEN/SB 101 HOV South (PM 39.8/43.6 - PM 0.0/2.4), for $151,470,000, is a continous project that crosses the Ventura and Santa Barbara County lines. It is included in the District 5 total and the Central Coast numbers, not District 7 or Southern California - SCAG

DRAFT - For Deliberative Purposes Only

PRELIMINARY DRAFT
Caltrans CMIA Project Candidates
($ x 1,000)

											Other Proposed Fund Sources				Project Milestones	
Dist.	EA5	County	Route	PM Back	PM Ahead	PSR	Description	Total Project Cost	Current Programmed Funding	Proposed CMIA	STIP IIP Augmentation	STIP RIP Augmentation	Local/ Measure	Other	PA&ED	Construction Start
08	0H160	RIV	215	8.4	15.7	12/31/06	Route 215 Widening - I-15 to Scott Road	$56,000		$56,000					1/1/2010	5/1/2012
08	0F541	RIV	91	0	10.8	12/31/06	71/91 Interchange and Connector	$99,014		$99,014					10/1/2009	7/1/2012
08	44840	RIV	91	15.6	21.6	Yes	Route 91 HOV Lanes from Adam St to 60/91/215 Interchange	$238,106	$76,616	$161,490					4/1/2007	7/1/2012
08	365560	SBD	15	41.9	46	Yes	On Route 15; Widening Phase 2 Completes the widening from victorville to Barstow	$135,718	$89,286	$46,432					3/1/2008	9/1/2010
08	49750	SBD	10	11.6	19.1	Yes	In Fontana; Widen Exit Ramps and Construct Auxilia	$30,325		$30,325					1/1/2008	6/1/2009
08	0F150	SBD	10	33.3	36.9	Don't Know	Redlands & Yuciapa; Construct Westbound Mixed Flow	$43,186		$38,186			$5,000		6/1/2007	2/1/2010
08	007130	SBD	215	4.1	10.1	Yes	In San Bernardino from just North of Route 10 to the Route 210 Interchange. Construct HOV Lanes, Mixed-Flow Lanes and operational improvements (TCR #57)	$769,202	$657,509	$111,693					12/1/2005	11/1/2010
08	043510	SBD	58	21.8	31	Yes	Near Hinkley from Valley View Drive to Agate Road, Realign and Widen to 4-Lane Expressway.	$108,567	$15,007	$93,560					5/1/2009	5/1/2012
							TOTALS	$1,480,118	$838,418	$636,700	$0	$0	$5,000	$0		

ATTACHMENT 5

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ 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: **24**

Date: January 10, 2007

Subject: Contract Award to Van Scoyoc Associates for SANBAG Federal Advocacy Services

Recommendation:* Award Contract No. C07075 to Van Scoyoc Associates, Inc. for federal advocacy services. The total contract amount is $396,000 for a four year (two Congressional Sessions) term and will be funded as described below in the Financial Impact section. TN 50307000

Background: In October 2006, the SANBAG board approved the release of a request for proposals (RFP C07075) for federal advocacy services. The board also approved of SANBAG staff to organize a selection committee, comprised of SANBAG staff and legislative affairs staff from transportation entities in the region, to review and interview received proposals.

In response to the RFP, seven firms submitted proposals, which included both solicited and unsolicited firms. Firms that submitted proposals included David Turch and Associates, Dutko Worldwide, Federal Advocates, Inc., Innovative Federal Strategies, Patton Boggs Attorneys at Law, Van Scoyoc Associates and Xenophon Strategies.

In November, proposals were reviewed by the selection committee, which consisted of representatives from SANBAG (Tony Grasso, Darren Kettle and Jennifer Franco), the Riverside County Transportation Commission (RCTC) and Metrolink. Based on this review the selection committee short-listed four firms

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0701A-JF.doc
Attachment: Scope of Services and Draft Contract.doc
50307000

including David Turch and Associates, Innovative Federal Strategies, Patton Boggs and Van Scoyoc Associates.

Interviews were conducted by the selection committee on December 6, 2006. Interview panelist included representatives from SANBAG (Tony Grasso, Darren Kettle, Jennifer Franco), RCTC and the Southern California Association of Governments. At the conclusion of the interviews, the review committee unanimously selected Van Scoyoc Associates, Inc. The strengths of this firm are as follows:

- Extensive experience with local governments and transportation agencies
- Emphasis on broad-based, bipartisan advocacy
- Proactive plan of action for developing short- and long-term advocacy strategies, which includes a month-by-month work program
- Results-driven approach focuses on unique funding strategies outside of the traditional appropriations/earmarks process

Van Scoyoc Associates was established in 1990 and is one of the most highly regarded, large-scale firms in Washington, D.C. The firm employs seventy governmental experts, possessing extensive experience with local governments and transportation agencies. Each of the firm's vice presidents are responsible for their own clients. Additionally, Van Scoyoc Associates has an industry-leading client retention rate.

Van Scoyoc Associates confirmed that the principal consultant for SANBAG will be Steve Palmer. Mr. Palmer is the vice president of the firm and manages his own client list. Prior to working with this firm, he was the assistant secretary at the U.S. Department of Transportation and worked for the Senate Commerce, Science and Transportation Committee. Since the conclusion of the interview process, SANBAG staff has been in near day-to-day contact with Steve regarding information appearing on the Federal Register.

Mr. Palmer will be assisted by Patrick "Pat" Holtz, who specializes in finding legislative vehicles for non-traditional funding sources. Although Steve will be assisted by Mr. Holtz, Mr. Palmer will still be the primary point-of-contact for SANBAG.

Finally, and potentially most important, as SANBAG continues to expand its role and mature as an organization, it is critically important to select a firm that is able to equally focus on appropriations and policy approaches. The review committee concluded that Van Scoyoc Associates offers the best mix of experience, staffing and knowledge to assist SANBAG in its efforts to pursue transportation-related issues and issues related to its role as a Council of Governments.

Van Scoyoc Associates fee proposal is a monthly retainer of $8,000 for an annual fee of $96,000 plus a $3,000 cap on annual travel expenses. Per direction from

the SANBAG Administration Committee, travel costs were re-negotiated to include up to three visits to SANBAG annually. Travel costs include long-distance travel from Washington, D.C. to California and is the only expense above and beyond the base retainer. Based on a review of the fee proposals submitted by the other short listed firms, Van Scoyoc Associates fee is within the current market range for public agency clients.

Awarding a four-year contract to Van Scoyoc Associates will permit continued representation with no cost increases for the duration of this contract. Should SANBAG decide to seek representation for federal advocacy from another firm prior to the expiration of this contract, the contract provides an "opt-out" provision provided sixty days (60) notice is given.

Financial Impact: The recommended action is consistent with the SANBAG 2006-2007 Fiscal Year Budget. Future year contract costs will be budgeted as necessary in future year budgets. TN50307000

Reviewed By: This item was reviewed by SANBAG Counsel and by the Administrative Committee on December 13, 2006 and SANBAG staff. ***(Committee Chaired by Dennis Hansberger)***

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

BRD0701A-JF.doc
Attachment: Scope of Services and Draft Contract.doc
50307000

SANBAG Contract No. C07075
by and between
San Bernardino Associated Governments
and
Van Scoyoc Associates, Inc.
for
Federal Advocacy Services

FOR ACCOUNTING PURPOSES ONLY			
☒ Payable ☐ Receivable	Vendor Contract # C07075 Vendor ID _____	Retention: ☐ Yes _____ % ☒ No	☒ Original ☐ Amendment
Notes:			

Original Contract:	$ 396,000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → $ **396,000**

Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
50307000	5553	MI Valley Major Project	_____	$ 364,000
50307000	5553	MI Mt./Desert Admin	_____	$ 32,000
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date: _____ Contract Start: 01/01/07 Contract End: 12/31/10

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: 0607 $ 50,000	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ 346,000

Is this consistent with the adopted budget? ☒Yes ☐No
If yes, which Task includes budget authority? 503CZZ07
If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐No ☐Yes _____%

Task Manager: **Jennifer Franco** | Contract Manager: **Jennifer Franco**

Task Manager Signature	12/21/06 Date	Contract Manager Signature	12/21/06 Date
Chief Financial Officer Signature	12/22/06 Date		

Filename: C07075.doc

Agreement

THIS AGREEMENT is made this 10th day of January, 2007, by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS hereinafter referred to as "SANBAG," and Van Scoyoc Associates, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, SANBAG wishes to engage CONTRACTOR to provide Federal Advocacy services for SANBAG,

WHEREAS, CONTRACTOR has the qualifications and expertise to provide such services;

NOW, THEREFORE the parties hereto do mutually agree to the following terms and conditions:

I. CONTRACTOR shall provide Federal Advocacy services for SANBAG as set forth in Attachment A Scope of Services which is attached hereto and incorporated herein by reference.

II. CONTRACTOR shall receive overall supervision regarding interests in this contract from the SANBAG Executive Directors and the SANBAG Intergovernmental and Legislative Affairs Director.

III. CONTRACTOR shall perform the foregoing services in full compliance with applicable law, rules, and regulations, and shall, in cooperation with SANBAG file all reports required by law in a timely manner in connection with any representation work for SANBAG. CONTRACTOR shall furnish all necessary information and assist SANBAG in filing any reports required of them by law relating to services under this contract in a timely manner.

IV. The parties recognize that CONTRACTOR has other clients for which it may perform services similar to those provided for herein, and may find from time to time that the interests of various such clients may conflict with the interests of SANBAG. CONTRACTOR shall advise SANBAG of all such instances wherein there is a conflict between the interests of SANBAG and the interests of one or more of its other clients, and in each and every such instance agrees that it shall not take any action on behalf of SANBAG or such other client or clients without the consent of SANBAG as applicable. CONTRACTOR further agrees that in the event of any conflict in the interests or positions of SANBAG that CONTRACTOR shall discuss such with the Executive Directors of such agencies and abide by their direction with regard to such

matter and if they cannot agree on how to proceed, then CONTRACTOR shall not remain involved in such matter.

V. CONTRACTOR agrees that it will not disclose any confidential information regarding SANBAG or its current or former employees that it has obtained or will obtain, either directly or indirectly, without the prior consent of SANBAG as applicable.

VI. SANBAG shall pay CONTRACTOR the sum of $8,000.00 per month commencing on January 1, 2007, plus chargeable expenses not to exceed $3,000 annually. All legislative advocacy work is to be performed by Steve Palmer or others as may be approved by SANBAG. Chargeable expenses for the purpose of this agreement shall include reasonable and necessary expenses directly related to the interests of SANBAG and travel outside the Washington, DC area, including meals and lodging while engaged in such travel. All chargeable expenses related to this contract shall be expressly authorized by SANBAG prior to such expenses being incurred, and shall not include ordinary office overhead. It is agreed that the aforesaid compensation shall cover all services for SANBAG and that CONTRACTOR shall only receive payment from SANBAG for its services.

VII. CONTRACTOR shall submit a detailed monthly statement of billing and approved expenses to SANBAG. SANBAG shall pay monthly billings within twenty (20) days of receipt from CONTRACTOR.

VIII. The term of this agreement shall commence January 1, 2007, and continue through December 31, 2010, unless terminated in writing by 60 days written notice from one party to the other. If termination is for convenience under the 60-day notice provision, CONTRACTOR shall be compensated for services and approved expenses to the effective date of the termination. SANBAG shall also have the right to terminate this agreement immediately for cause for failure of CONTRACTOR to perform its obligations and in such event; CONTRACTOR shall only be paid for services and expenses to the date of the termination. No damages of any nature shall be due CONTRACTOR from SANBAG for exercise of termination rights by SANBAG.

IX. SANBAG retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee or agent of SANBAG. Personnel performing services under this agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

X. All services to be furnished under this agreement shall be deemed professional services. As such, CONTRACTOR shall have neither the right nor power to

assign, sublet, transfer or otherwise substitute its interest in or obligations under this Agreement without the prior written consent of SANBAG.

XI. The subcontracting of any of the services by the CONTRACTOR must be accomplished by a written instrument approved by SANBAG. Such instrument shall contain an express assumption by the subcontractor of all conditions, terms and covenants contained in this agreement.

XII. All data prepared by CONTRACTOR under this agreement, such as plans, drawings, tracing, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams and calculations relative to this agreement shall become the property of SANBAG upon the completion of the term of this agreement, except that CONTRACTOR shall have the right to retain copies of all such data for its records. SANBAG shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this agreement shall be at SANBAG's sole risk and provided that CONTRACTOR shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by the agreement. Should CONTRACTOR, following termination of the agreement, desire to use any materials prepared in connection with this project, it shall first obtain the written approval of SANBAG representative as applicable.

XIII. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials described in section XII. submitted to CONTRACTOR in connection with the performance of this agreement shall be held confidential by CONTRACTOR. Such materials shall not, without the prior written consent of SANBAG as applicable, be used by CONTRACTOR for any purposes other than the performance of the services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services or the project. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or becomes known, to the related industry shall be deemed confidential. CONTRACTOR shall not use SANBAG's insignia, photographs of the project, or any publicity pertaining to the services or the project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SANBAG, as applicable.

XIV. Except as necessary for the performance of the services, no copies, sketches or graphs of materials, including graphic art work, which are prepared pursuant to this agreement, shall be released by CONTRACTOR to any other person or agency without prior written approval of SANBAG as applicable. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by SANBAG, unless otherwise provided by written agreement between the parties.

XV. The CONTRACTOR agrees to defend, indemnify and hold harmless SANBAG, their officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with the services

provided hereunder due to negligent acts, errors or omissions or willful misconduct of the CONTRACTOR. The CONTRACTOR will reimburse SANBAG for any expenditures, including reasonable attorneys' fees, incurred by them in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of CONTRACTOR.

XVI. CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of the services. SANBAG's review or acceptance of, or payment for any work product prepared by CONTRACTOR under this agreement shall not be construed to operate as a waiver of any rights SANBAG may have under this agreement or of any cause of action arising out of CONTRACTOR'S performance of this agreement. Further, CONTRACTOR shall be and remain liable to SANBAG in accordance with applicable law, for all damages to them caused by CONTRACTOR'S negligent performance of any of the services.

XVII. CONTRACTOR shall obtain, and shall require its subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to SANBAG.

A. CONTRACTOR shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall:

1. Name SANBAG, their officials, officers, employees, agents, and consultants as insureds with respect to performance of services and shall contain no special limitations on the scope of coverage or the protection afforded to these insureds;

2. Be primary with respect to any insurance or self insurance programs covering SANBAG, its officials, officers, employees, agents, and consultants; and

3. Contain standard separation of insureds provisions.

B. CONTRACTOR shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. CONTRACTOR shall maintain errors and omissions liability insurance with a limit of not less than $1,000,000 and shall maintain such for a minimum of one year following completion of services.

D. CONTRACTOR shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000 for each accident.

E. CONTRACTOR shall furnish SANBAG with properly executed certificates of insurance and, if requested by SANBAG, certified copies of endorsements and policies, which clearly evidence all insurance required under this agreement and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage, except on 30 days' prior written notice to SANBAG. SANBAG shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this agreement.

F. CONTRACTOR shall replace certificates, policies and endorsements for any insurance expiring prior to completion of services under this agreement. Further, CONTRACTOR shall maintain such insurance from the time services commence until services are completed, except as otherwise provided by this agreement.

G. CONTRACTOR shall place such insurance with insurers having A.M. Best Company ratings of no less than A:VIII and licensed to do business in California, unless otherwise approved, in writing, by SANBAG's representative.

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

XIX. For the term of this agreement, no member, officer or employee of SANBAG, during the term of his or her service with these agencies, shall have any direct interest in this agreement, or obtain any present or anticipated material benefit arising there from.

XX. CONTRACTOR shall make available for examination by SANBAG, their authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged pursuant to this agreement. Further, CONTRACTOR shall furnish to SANBAG, their agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by CONTRACTOR. All such information shall be retained by CONTRACTOR for at least three years following termination of the agreement, and SANBAG shall have access to such information during the three-year period for the purposes of examination or audit.

XXI. CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

XXII. SANBAG reserve right to employ other contractors for Legislative Advocacy services.

XXIII. If either party commences an action against the other party arising out of or in connection with this agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

XXIV. Time is of the essence for each and every provision of this agreement. This agreement shall be governed by and construed by the laws of the State of California.

XXV. All notices hereunder and communications regarding interpretation of the terms of the agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Van Scoyoc Associates, Inc. 101 Constitution Avenue, N.W. Washington, D.C. 20001	SANBAG 1170 W. 3rd St., 2nd Floor San Bernardino, CA 92410
ATTN: Steve Palmer	ATTN: Executive Director

Any notice so given shall be considered served on the other party three days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

XXVI. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this agreement, the language, terms and conditions contained in this agreement shall control the actions and obligations of the parties and the interpretation of the parties' understanding concerning the performance of the services.

XXVII. In the event that the parties determine that the Scope of Services or other provisions of this agreement must be altered, the parties may execute a contract amendment to add or delete work within the Scope of Work or amend any other provision of this agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this agreement, or their successors or designees.

XXVIII. This agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

XXIX. The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provision of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year below written, but effective as of the day and year first set forth above.

Steve Palmer Van Scoyoc Associates 101 Constitution Avenue, N.W. Washington, D.C. 20001	Dennis Hansberger, President San Bernardino Associated Governments 1170 W. 3rd St., 2nd Fl. San Bernardino, CA 92410
Dated:_____	Dated:_____

APPROVED AS TO FORM:

_____
Jean-Rene Basle, SANBAG Counsel

Dated:_____

Overall Goal

Successfully achieve the intended results of the San Bernardino Associated Governments (SANBAG) Federal Legislative Program. Continue to establish and maintain positive working relationships with the San Bernardino County Congressional delegation and administration staff. To best assure continuity of service, SANBAG seeks a four year contract.

Required Tasks/Activities

Tasks will include, but not be limited to the following:

a. Seek out and identify legislation and/or amendments to legislation that coincide with the SANBAG Legislative Work Program.

b. Routinely communicate with delegation members, and members of related House and Senate Committees on legislation sponsored by SANBAG and Congressional positions adopted in response to specific legislative or budget proposals. This may occur through both written and oral communication.

c. Provide information, copies of introduced legislation, relevant testimony and any analysis of legislation relative to SANBAG. Such information shall be provided to the Director of Intergovernmental and Legislative Affairs unless otherwise directed.

d. Coordination of advocacy efforts that may include testimony by the selected firm's representatives, and/or SANBAG Board member and/or staff.

e. Advise and assist SANBAG in developing strategy on legislation, regulations and actions contemplated at any government level.

f. Forward, as directed, newspaper clippings, copies of e-newsletters and/or magazine articles pertaining to the political climate, political issues or legislative issues as deemed necessary and that are pertinent to SANBAG's Legislative Work Program.

g. Assist with the development, attendance, and programming of a Legislative Staff Tour/Luncheon for delegation member staff and other events as necessary.

h. Assist SANBAG executive staff and board members with planning and scheduling meetings in Washington, D.C, including the coordination of communications and visits with congressional members and congressional, executive branch and agency staff.

i. Provide a written monthly update to the SANBAG Board of Directors which summarizes the firm's most recent efforts on behalf of SANBAG, including but not limited to: testimony before committee, individual meetings with Congressional members and written correspondence on behalf of SANBAG. This report shall also contain any relevant information regarding Congressional activities/progress on moving legislation, adopting a budget, and general activities or action of Federal government that could impact SANBAG's interests.

j. Travel to SANBAG up to three times per year, including one trip to provide an annual end-of-year report to summarize activities throughout the year, accomplishments and ideas for further consideration.

k. Attend at least one regular board meeting per year to report on Congressional activities. Additional requests may be made by SANBAG as necessary. Visits to SANBAG shall be compensated as outlined in the contract.

l. Assist with other activities as requested.

AGENCY REPORTS

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

JANUARY COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:
Ridership on the San Bernardino Line decreased 2% from last month and was down just a bit from last year. Preliminary December data is about the same as November with a current average of 12,075 passenger trips per weekday.

San Bernardino Line Saturday service was down almost 7% from October and down almost 16% from November 2005. December data-to-date shows patronage slightly stronger with a current average of 2,814 passenger trips per Saturday.

Sunday ridership dropped 13% from last month and was the slowest it has been since December 2005. At this point, December 2006 is slower yet, currently averaging 1,492 passenger trips per Sunday.

Riverside-Ontario-Los Angeles Line:
November average daily ridership on the Riverside Line increased 1% from October and set a new ridership record for the second month in a row. A preview look at December data shows slower daily patronage with a current average of 4,756 passenger trips per weekday.

Inland Empire-Orange County (IEOC) Line:
A new ridership record was also set for the IEOC Line in November. The new high daily average is slightly (<1%) higher than the previous record set in September. As of mid-December, daily ridership is lower than November, currently at 4,700 passenger trips per weekday.

Total System:
System wide, average daily ridership decreased slightly (<1%) from last month, but was almost 2% higher than the same month last year. At this point, December ridership is down from November with a current average of 41,842 passenger trips per weekday.

CCR0701-mab.doc
35207000

Table 1

Average Weekday Daily Ridership*

	San Bernardino	Riverside	IEOC	Systemwide
November 2006	12,051	5,020	4,726	42,185
November 2005	12,097	4,794	4,091	41,513
% Change	- 0.4%	+ 4.7%	+ 15.5%	+ 1.6%

* Adjusted for Holidays

Table 2

Average Weekend Ridership

	San Bernardino Saturday	San Bernardino Sunday
November 2006	2,775	1,658
November 2005	3,294	2,010
% Change	- 15.8%	- 17.5%

2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)

San Bernardino Line:
On-time performance results for the San Bernardino Line were worse for November than October. Inbound trains dropped five percentage points and outbound trains dropped three points to both operate on time 91% of the time. Almost 60% of the reported delays were due to improvements/construction.

Riverside-Ontario-Los Angeles Line:
On-time performance results were also worse for the Riverside Line. Outbound trains dropped eight percentage points and inbound trains dropped seven points to finish November 91% and 90% on time, respectively. Almost half of the twenty-four reported delays were caused by improvements/construction work.

Inland Empire-Orange County (IEOC) Line:
On-time performance for the IEOC Line worsened in November compared to October. Southbound trains dropped from 95% in October to 92% in November while northbound trains dropped from 95% to 87% on time. Seventeen of the forty-two reported delays were caused by dispatching.

Table 3

On Time Performance

% of weekday trains arriving w/in 5 min of scheduled time

(November 2006 vs. November 2005)

	San Bernardino		Riverside		IEOC	
	In	Out	In	Out	So	No
November 2006	91%	91%	90%	91%	92%	87%
November 2005	96%	97%	94%	96%	95%	93%

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	L. Garcia			L. Garcia
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton		P. Eaton	
District 10 (Chino, Chino Hills, Ontario)	A. Wapner			A. Wapner
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	L. Dale			L. Dale
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	T. Jasper	T. Jasper		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		K. Chastain Vacant (D. Williams) Vacant (L. McCallon)	J. Harrison P. Lilburn	M. Nuaimi Vacant (G. George)

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

Stipend

SCAG provides Regional Council members $100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees $70 per meeting.

Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles: 10:00 a.m., Policy Committees 12:00 noon, Regional Council

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation,

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Administrative Committee SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts of up to $25,000 with Board of Directors ratification to follow.	Vacant (James Lindley), Vice President (Chair) Dennis Hansberger, President (Vice Chair) Paul Biane, Past President Robert Christman, Loma Linda Bea Cortes, Grand Terrace Paul Eaton, Montclair Josie Gonzales, Supervisor Darrell Mulvihill, Big Bear Lake Gwenn Norton-Perry, Chino Hills Gary Ovitt, Supervisor Bill Postmus, Supervisor Rick Roelle, Apple Valley	6/30/2007 6/30/2007 6/30/2007 12/31/2007 12/31/2006 12/31/2006 12/31/2007 12/31/2006 12/31/2007 12/31/2007 12/31/2007 12/31/2006
Commuter Rail Committee Nine Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRA members and alternates shall be concurrent with their term on SCRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands (Chair) ** Lee Ann Garcia, Grand Terrace (Vice Chair) Vacant (Paul Biane) Robert Christman, Loma Linda Paul Eaton, Montclair * Pat Morris, San Bernardino * Alan Wapner, Ontario Diane Williams, Rancho Cucamonga** Vacant (Kelly Chastain)	Indeterminate (6/30/2007) 12/31/2006 (6/30/2007) 12/31/2006 12/31/2007 Indeterminate Indeterminate 12/31/2008 Indeterminate 12/31/2007
Mountain/Desert Committee Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets in conjunction with the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Bill Postmus, Supervisor (Chair) Vacant (James Lindley), Hesperia (Vice Chair) Kevin Cole, Twentynine Palms Vacant (Paul Cook), Yucca Valley Lawrence Dale, Barstow Dennis Hansberger, Supervisor Darrell Mulvihill, Big Bear Lake Trinidad Perez, Adelanto Rick Roelle, Apple Valley Mike Rothschild, Victorville Rebecca Valentine, Needles	Indeterminate (6/30/2006) Indeterminate (6/30/2006) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Major Projects Committee Membership consists of SANBAG Board Members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.	Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.	John Pomierski, Upland (Chair) Grace Vargas, Rialto (Vice Chair) Vacant (Deirdre Bennett), Colton Paul Biane, Supervisor Robert Christman, Loma Linda Bea Cortes, Grand Terrace Paul Eaton, Montclair Pat Gilbreath, Redlands Josie Gonzales, Supervisor Dennis Hansberger, Supervisor Larry McCallon, Highland Patrick Morris, San Bernardino Gwenn Norton-Perry, Chino Hills Mark Nuaimi, Fontana Gary Ovitt, Supervisor Richard Riddell, Yucaipa Alan Wapner, Ontario Diane Williams, Rancho Cucamonga Dennis Yates, Chino	Indeterminate (6/30/2006) Indeterminate (6/30/2006) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Plans & Programs Committee Membership consists of three city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions and all County Supervisors. City members shall be elected by caucus of city SANBAG Board Members within the subarea.	Provides ongoing policy level oversight for: (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. Committee has authority to approve contracts of up to $25,000 with notification to Board of Directors	Paul Eaton, Montclair (Chair) Mark Nuaimi, Fontana (Vice Chair) Paul Biane, Supervisor Kevin Cole, Twentynine Palms Vacant (Paul Cook), Yucca Valley Bea Cortes, Grand Terrace Josie Gonzales, Supervisor Dennis Hansberger, Supervisor Vacant (James Lindley), Hesperia Larry McCallon, Highland Gary Ovitt, Supervisor Bill Postmus, Supervisor Richard Riddell, Yucaipa Diane Williams, Rancho Cucamonga	12/31/2006 (6/30/2007) 12/31/2007 (6/30/2007) Indeterminate 12/31/2007 12/31/2006 12/31/2007 Indeterminate Indeterminate 12/31/2006 12/31/2006 Indeterminate Indeterminate 12/31/2006 12/31/2007

Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Acronym List

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
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
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

CALENDAR OF EVENTS
January 2007

SANBAG Meetings – Cancelled:			
None			
SANBAG Meetings – Scheduled:			
Administrative Committee	Jan. 17	11 a.m.	The Super Chief
Plans and Programs Committee	Jan. 17	12 noon	The Super Chief
Major Projects Committee	Jan. 18	9 a.m.	The Super Chief
Commuter Rail Committee	Jan. 18	12 noon	The Super Chief
Mountain-Desert Committee	Jan. 19	9 a.m.	Town of Apple Valley
SCRRA Delegates Briefing	Jan. 24	8:30 a.m.	Casa del Desierto

Other Meetings:			
WTS-IE Annual Dinner	Jan. 31	5:30 p.m.	The Mission Inn, Riverside
*I-215 Groundbreaking	Feb. 2	10 a.m.	Fifth Street

*Date is Tentative

For additional information, please contact SANBAG at 909 884-8276

San Bernardino Associated Governments

Governments
SANBAG
Working Together

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