



# San Bernardino Associated Governments

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

## AGENDA

### Board of Directors Meeting

**February 3, 2016**  
**Start Time: 10:00 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**

Ryan McEachron, Council Member  
*City of Victorville*

**Vice-President**

Robert Lovingood, Supervisor  
*County of San Bernardino*

Rich Kerr, Mayor  
*City of Adelanto*

Curt Emick, Council Member  
*Town of Apple Valley*

Julie McIntyre, Mayor  
*City of Barstow*

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

Dennis Yates, Mayor  
*City of Chino*

Ed Graham, Council Member  
*City of Chino Hills*

Frank Navarro, Council Member  
*City of Colton*

Michael Tahan, Council Member  
*City of Fontana*

Darcy McNaboe, Mayor  
*City of Grand Terrace*

Eric Schmidt, Council Member  
*City of Hesperia*

Larry McCallon, Mayor  
*City of Highland*

Rhodes "Dusty" Rigsby, Mayor  
*City of Loma Linda*

Paul Eaton, Mayor  
*City of Montclair*

Edward Paget, Mayor  
*City of Needles*

Alan Wapner, Council Member  
*City of Ontario*

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

Jon Harrison, Mayor Pro Tem  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

R. Carey Davis, Mayor  
*City of San Bernardino*

Joel Klink, Council Member  
*City of Twentynine Palms*

Ray Musser, Mayor  
*City of Upland*

Dick Riddell, Council Member  
*City of Yucaipa*

George Huntington, Mayor  
*Town of Yucca Valley*

Janice Rutherford, Supervisor  
*County of San Bernardino*

James Ramos, Supervisor  
*County of San Bernardino*

Curt Hagman, Supervisor  
*County of San Bernardino*

Josie Gonzales, Supervisor  
*County of San Bernardino*

John Bulinski, Caltrans  
*Ex-Officio Member*

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

**AGENDA**

**Board of Directors**

**February 3, 2016  
10:00 a.m.**

**1170 W. 3rd St., 1<sup>st</sup> Floor Lobby  
San Bernardino, CA**

<p>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 <i>“Meeting Procedures”</i> and agenda explanations are attached to the end of this agenda.</p>
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**CALL TO ORDER**

(Meeting Chaired by Ryan McEachron)

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

**Possible Conflict of Interest Issues**

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

**1. Information Relative to Possible Conflict of Interest**

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

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

**CONSENT CALENDAR**

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

## **Consent - Administrative Matters**

### **2. November and December 2015 Procurement Report**

Receive the November and December 2015 Procurement Report.

**Presenter: William Stawarski**

**This item was received by the General Policy Committee on January 13, 2016.**

### **3. Approve San Bernardino County Transportation Commission Resolution 16-021 and San Bernardino County Transportation Authority Resolution 16-022, Declaring official intent to reimburse certain expenditures from proceeds of indebtedness**

A. That the Board, acting as the San Bernardino County Transportation Commission, approve Resolution 16-021, Declaring the Official Intent of San Bernardino County Transportation Commission to Reimburse Certain Expenditures From Proceeds of Indebtedness; and

B. That the Board, acting as the San Bernardino County Transportation Authority, approve Resolution 16-022, Declaring the Official Intent of San Bernardino County Transportation Authority to Reimburse Certain Expenditures From Proceeds of Indebtedness.

**Presenter: William Stawarski**

**This item was reviewed and recommended for approval (8-1-0; Opposed: Yates) by the General Policy Committee on January 13, 2016. General Counsel has reviewed this item and the resolutions.**

### **4. Title VI Program, including the Public Participation Plan and Language Assistance Plan**

Approve the Title VI Program, including the Public Participation Plan and Language Assistance Plan in compliance with Federal Transit Administration (FTA) requirements.

**Presenter: Duane Baker**

**This item was reviewed by the Commuter Rail & Transit Committee on January 14, 2016 and unanimously recommended for approval.**

## **Consent - Project Delivery**

### **5. Award On Call Right of Way Legal Services Contracts for Major Projects**

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

A. Approve Contract Number 15-1001302 with Woodruff, Spradlin & Smart for On-Call Right of Way Legal Services for the Major Projects Program for a not-to-exceed amount of \$6,000,000.00 and a five year term; and

B. Approve Contract Number 16-1001425 with Nossaman LLP for On-Call Right of Way Legal Services for the Major Projects Program for a not-to-exceed amount of \$1,000,000.00 and a five year term.

**Presenter: Garry Cohoe**

**This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contracts.**

**6. Approval of Plans, Specifications, and Estimates for Signalization of the Interstate 215 (I-215) Iowa Avenue and La Cadena Drive Interchange**

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

A. Approve the Plans, Specifications, and Estimates (PS&E) package for the I-215 Iowa Avenue / La Cadena Drive Interchange Traffic Signalization Project.

B. Authorize staff to proceed directly to the Board without prior Metro Valley Study Session review for the award of Construction Contract No. 16-1001427.

**Presenter: Garry Cohoe**

**This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016.**

**7. Metrolink Active Transportation Program - Cooperative Agreements with Stakeholder Cities**

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

A. Approve Cooperative Agreement No. 15-1001127 with the City of Montclair for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

B. Approve Cooperative Agreement No. 15-1001128 with the City of Upland for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

C. Approve Cooperative Agreement No. 15-1001129 with the City of Rancho Cucamonga for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

D. Approve Cooperative Agreement No. 15-1001130 with the City of Fontana for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

E. Approve Cooperative Agreement No. 15-1001131 with the City of Rialto for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

F. Approve Cooperative Agreement No. 15-1001132 with the City of San Bernardino for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

G. Authorize the Executive Director to execute the final Cooperative Agreement Nos. 15-1001127, 15-1001128, 15-1001129, 15-1001130, 15-1001131 and 15-1001132 after approval as to form by General Counsel.

**Presenter: Garry Cohoe**



**This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and drafts of the agreements.**

**8. New Cooperative Agreements and Procurement for Interstate 10/Mount Vernon Avenue Interchange Project**

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

A. Approve Cooperative Agreement No. 15-1001228 with the City of Colton which details roles and responsibilities for completing a Project Study Report/Project Development Support document for \$614,000, consisting of a receivable amount from Colton of \$31,314 and a SANBAG Measure I Valley Freeway Interchange fund commitment of \$582,686; and

B. Approve Cooperative Agreement No. 16-1001423 with Caltrans for a Project Study Report/Project Development Support document for \$99,000 utilizing \$93,951 of Measure I Valley Freeway Interchange funds; and

C. Approve Release of Proposal No. 16-1001420 for the development of a Project Study Report/Project Development Support document.

**Presenter: Garry Cohoe**

**This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and drafts of the agreements and the RFP.**

**9. Amendment 2 to I-10/Tippecanoe Interchange Construction Management Contract with Simon Wong Engineering**

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

A. Approve Amendment No. 2 to Contract No. C13130 with Simon Wong Engineering, Inc. A Wholly Owned Subsidiary of Kleinfelder West, Inc., for an additional \$350,000.00 for a revised not-to-exceed amount of \$2,825,000.00.

B. Approve an increase in contingency amount for Contract No. C13130 of \$100,000.00 for a revised amount of \$347,500.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

**Presenter: Garry Cohoe**

**This item was reviewed and recommended for approval (18-0-2; Abstained: McEachron and Tahan) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the amendment.**

**10. New Contracts 16-1001356, 16-1001432, and 16-1001433 for Public Outreach Services for Major Projects Program**

That the following be approved by the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve Contract Nos. 16-1001356, 16-1001432, and 16-1001433 with Caltrop Engineering, Simon Wong Engineering, and Michael Baker International, respectively, to serve on a consultant bench for On Call Public Outreach Services for the Major Projects Program in a total amount not to exceed \$800,000.00, collectively, for a term of four years.

**Presenter: Tim Watkins**

**This item was reviewed and recommended for approval (17-0-3; Abstained: Ramos, McEachron, and Tahan) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contracts.**

### **Consent - Regional/Subregional Planning**

#### **11. 2015 Update to the Development Mitigation Nexus Study**

That the Board, acting in its capacity as the San Bernardino County Congestion Management Agency (CMA):

Approve the 2015 Update to the Development Mitigation Nexus Study Project Lists and Cost Estimates.

**Presenter: Steve Smith**

**This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. This item was also reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 15, 2016, with an understanding that the fair shares among jurisdictions for the I-15/Eucalyptus interchange would be resolved at a later date.**

### **Consent - Transit/Rail**

#### **12. Redlands Passenger Rail Project - Programmatic Environmental Impact Reports for the Cities of San Bernardino and Redlands**

That the Board remove work elements and reduce the budget accordingly from the SANBAG Fiscal Year 2015/2016 Budget, Task 0379 Commuter Rail Capital associated with the development of Programmatic Environmental Impact Reports for the Cities of Redlands and San Bernardino for Transit Oriented Development around the planned Redlands Passenger Rail station stops.

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 14, 2016.**

#### **13. Contract No. C12178 Amendment No. 5 with Parsons Brinckerhoff for the San Bernardino Transit Center**

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

Approve Amendment No. 5 to Contract No. C12178 with Parsons Brinckerhoff for additional construction management services for the San Bernardino Transit Center, increasing the contract amount by \$127,491 for an amended not-to-exceed amount of \$1,577,717.

**Presenter: Carrie Schindler**

**This item was reviewed and recommended for approval (7-0-1; Abstained: Wapner) by the Commuter Rail and Transit Committee on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract amendment.**

**14. Final Design and Environmental Clearance for the Shortway Subdivision Quiet Zone Project**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, authorize staff to proceed with completing design, environmental clearance, and construction improvements along the Shortway Subdivision to implement Quiet Zones at the West Rialto Avenue and West Walnut Street at-grade crossings in the City of San Bernardino.

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 14, 2016.**

**15. Repeal of Rail Right-of-Way Policies**

That the Board repeal Policy No. 31600, Baldwin Park Branch Continuity Policy and General Guidelines, and Policy 31601, Measure I Valley Commuter Rail Interim Use Policy for Baldwin Park Branch Right of Way (Fair Market Value).

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 14, 2016. SANBAG General Counsel has reviewed this item.**

**Consent - Transportation Programming and Fund Administration**

**16. SR210/Base Line Avenue Term Loan Agreement with the City of Highland**

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

Approve Contract No. 16-1001330, a term loan agreement in an amount not to exceed \$662,407 with the City of Highland for the State Route 210/Base Line Interchange Project.

**Presenter: Andrea Zureick**

**This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel has reviewed this item and the draft agreement.**

**17. Advance Expenditure Agreement for the State Route 62 in the City of Twentynine Palms**

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

A. Allocate \$100,000 of Measure I Morongo Basin Subarea Major Local Highway Program Funds to the City of Twentynine Palms for the State Route 62 between Encelia Avenue and Larrea Avenue project.

B. Approve Advance Expenditure Agreement 16-1001422 with the City of Twentynine Palms for future reimbursement of \$100,000 in Measure I Morongo Basin Subarea Major Local Highway Program Funds for the State Route 62 between Encelia Avenue and Larrea Avenue project.

**Presenter: Andrea Zureick**

**This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 15, 2016. General Counsel has reviewed this item and the draft agreement.**

**18. 2017 Federal Transportation Improvement Program**

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

A. Approve the 2017 San Bernardino County Transportation Improvement Program, as shown in Attachment 1 (under separate cover from agenda), to be submitted to Southern California Association of Governments for inclusion in the 2017 Federal Transportation Improvement Program.

B. Authorize staff to amend the 2017 San Bernardino County Transportation Improvement Program as necessary to meet State, Federal, and responsible agency programming requirements.

C. Adopt Resolution No. 16-020, certifying that the San Bernardino County Transportation Commission and other project sponsors have resources available and committed for the first two years of the Federal Transportation Improvement Program (FTIP) and reasonably available for the last four years to fund the projects in the Fiscal Year 2016/2017 through 2021/2022 Transportation Improvement Program, and affirming its commitment to implement all projects in the program.

**Presenter: Andrea Zureick**

**This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. This item was also reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 15, 2016. This item and the resolution have been reviewed by General Counsel.**

**19. Major Local Highway Program Subarea Project List for the North Desert Subarea**

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

Approve the 2016 Summary of Major Local Highway Program Funding Needs for the North Desert Subarea of the Mountain/Desert.

**Presenter: Andrea Zureick**

**This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 15, 2016.**

**20. Update from Unmet Transit Needs Hearings**

Receive and file an update on progress toward implementation of the findings from the Fiscal Year 2014/2015 Unmet Transit Needs Hearings.

**Presenter: Andrea Zureick**

**This item was received by the Commuter Rail and Transit Committee on January 14, 2016.**

**Consent Calendar Items Pulled for Discussion**

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

## DISCUSSION ITEMS

### Discussion - Transportation Programming and Fund Administration

#### **21. Consolidated Transportation Services Agency Services and Operations in San Bernardino Valley**

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

A. Approve Amendment No. 2 to Contract No. C11174 with Valley Transportation Services (VTrans), in substantially the form attached, for the operation of a consolidated transportation services agency (CTSA), terminating SANBAG's obligations to provide future Measure I Valley area CTSA funding to VTrans and obligating VTrans to transfer unobligated CTSA Funds and Valley CTSA records to SANBAG and to transfer obligated funds to SANBAG at such time as VTrans' corresponding obligations are assigned to a successor entity.

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

B. Approve Agreement No. 16-1001458 with Omnitrans, in substantially the form attached, allocating Measure I CTSA funds to Omnitrans for operations of a consolidated transportation services agency to provide for the coordination of transit services for seniors and persons with disabilities. **Presenter: Andrea Zureick**

**This item has not received prior review by any policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item, the draft amendment and the draft agreement.**

### Discussion - Project Delivery

#### **22. Hearings to Consider Resolutions of Necessity for Parcels for the Interstate 215 (I-215) Barton Road Interchange Improvement Project in the City of Grand Terrace**

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

A. Conduct public hearings to consider condemnation of real property required for the I-215 Barton Road Interchange Improvement Project in the City of Grand Terrace; and

B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-009 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from: Furnas Family Trust (Assessor's Parcel Number [APN] 1167-121-09; Caltrans Parcel Number [CPN] 23366). The Resolution must be approved by at least a two-thirds majority of the Board; and

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-013 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from: Terrace Village RV Park (APN 0275-231-69; CPN 23373). The Resolution must be approved by at least a two-thirds majority of the Board. **Presenter: Paula Beauchamp**

**This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel has reviewed this item and drafts of the resolutions.**

**23. Interstate 10 Corridor Project: TIFIA Creditworthiness Evaluation and Ratings Agency Fees**

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

A. Authorize the Executive Director to release a TIFIA creditworthiness evaluation fee in the amount \$100,000 when requested by the Department of Transportation (DOT) in support of the TIFIA application process for Interstate 10 (I-10) Corridor Project – Phase One.

B. Authorize the Executive Director to release a Credit Rating Agency fee in the amount of \$125,000 to support the TIFIA application process for I-10 Corridor Project – Phase One.

**Presenter: John Meier**

**The information in this item was discussed at the I-10 and I-15 Joint Sub-Committee on January 14, 2016, with a quorum of the committee present.**

**24. Interstate 10 and Interstate 15 Corridor Projects: Legal Advisor Services**

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

Approve the release of Request for Proposals 16-1001447, for Legal Advisor Services for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects.

**Presenter: John Meier**

**The information in this item was discussed by the I-10 and I-15 Joint Sub-Committee on January 14, 2016, with a quorum of the committee present. SANBAG General Counsel and Procurement Manager have reviewed this item and the RFP.**

**Discussion - Council of Governments**

**25. Grant Writing Services**

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

**Presenter: Duane Baker**

**This item was reviewed and recommended for approval 6-3-0 (Opposed: McCallon, Rigsby, Wapner) with a quorum of the General Policy Committee present on January 13, 2016, This item and a draft agreement have been reviewed by SANBAG's General Counsel.**

**26. Participation in a Joint Feasibility Study of Community Choice Aggregation with the Western Riverside Council of Governments (WRCOG)**

A. Authorize SANBAG to participate in a joint procurement with Western Riverside Council of Governments (WRCOG) for a firm to conduct a feasibility study of starting a Community Choice Aggregation (CCA) program in our two regions.

B. Approve a budget amendment to the Fiscal Year 2015/2016 budget to increase Task No. 0102 in the amount of \$150,000 for a new task total of \$586,137.

**Presenter: Duane Baker**

**This item was reviewed and recommended for approval (7-2-0; Opposed: Riddell and Rigsby) with a quorum of the General Policy Committee on January 13, 2016.**

## **Discussion - Air Quality/Traveler Services**

### **27. Execution of Resolution for the California Air Resources Board Grant for Multi-Class Heavy-Duty Zero-Emission Truck Development Project for Intermodal and Warehouse Facilities**

Approve Resolution 16-023, authorizing designated officials to execute California Air Resources Board Agreements, Ordinances, and Resolutions.

**Presenter: Duane Baker**

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

## **Comments from Board Members**

Brief Comments from Board Members

## **Executive Director's Comments**

Brief Comments from the Executive Director

## **Public Comment**

Brief Comments from the General Public

## **ADJOURNMENT**

## **Additional Information**

Attendance  
SANBAG Entities  
Acronym List

## **Agency Reports**

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

## **Committee Membership**

Representatives on SCAG Committees  
Appointments to External Agencies  
SANBAG Committee Membership

## **Mission Statement**

Mission Statement

## Meeting Procedures and Rules of Conduct

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

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

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

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

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

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

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



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

**Disruptive or Prohibited Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

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

**Attendance.**

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

**Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

**The Vote as specified in the SANBAG Bylaws.**

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

**Amendment or Substitute Motion.**

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

**Call for the Question.**

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

**The Chair.**

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

**Courtesy and Decorum.**

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

*Adopted By SANBAG Board of Directors January 2008  
Revised March 2014*



# Important Dates to Remember...

## February 2016

<b>SANBAG Meetings – Scheduled:</b>			
General Policy Committee	Feb 10	9:00 am	SANBAG Lobby, 1 <sup>st</sup> Floor
Commuter Rail/Transit Committee	Feb 11	9:00 am	SANBAG Lobby, 1 <sup>st</sup> Floor
Metro Valley Study Session	Feb 11	9:30 am	SANBAG Lobby, 1 <sup>st</sup> Floor
I-10/I-15 Corridor Joint Sub-Committee	Feb 11	CANCELLED	
Mountain/Desert Committee	Feb 12	9:30 am	Town of Apple Valley

Communication: Calendar of Events (Announcements)

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

## *Minute Action*

### AGENDA ITEM: 1

**Date:** February 3, 2016

**Subject:**

Information Relative to Possible Conflict of Interest

**Recommendation:**

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

**Background:**

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

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
5	15-1001302	Woodruff, Spradlin & Smart <i>Craig G. Farrington</i>	None
5	16-1001425	Nossaman, LLP <i>Rick E. Rayl</i>	None
9	C13130	Simon Wong Engineering, Inc a Wholly Owned Subsidiary of Kleinfelder West, Inc. <i>Marc McIntyre</i>	Dynamic Engineering Kleinfelder West, Inc. Leighton Mendoza & Associates Towill
10	16-1001356	Caltrop Engineering <i>Marco Barrantes</i>	Caltrop Corporation Betkon, Inc. J-U Carter Inc. (dba J-U Public) The Sierra Group
10	16-1001432	Simon Wong Engineering <i>Marc McIntyre, PE</i> <i>Noelle Afualo</i>	Kleinfelder, Inc.
10	16-1001433	Michael Baker International <i>Susan J. Harden</i>	Connected Consulting The Greenway Group, Inc. A J Design The Language Network, Inc.

Entity: CMA, COG, CTA, CTC, SAFE

## Board of Directors Agenda Item

February 3, 2016

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13	C12178	Parsons Brinckerhoff Douglas B. Sawyer	Leighton Consulting Simon Wong Engineering
22	Principals & Agents		
	Furnas Family Trust <i>Ralph R. Furnas &amp; Louise A. Furnas</i>		
	Terrace Village RV Park, LLC <i>Tom Murdock</i>		
25	16-1001379	Blais & Associates <i>Neil C. Blais</i>	None

**Financial Impact:**

This item has no direct impact on the SANBAG budget.

**Reviewed By:**

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

**Responsible Staff:**

Vicki Watson, Clerk of the Board

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:

## *Minute Action*

AGENDA ITEM: 2

**Date:** *February 3, 2016*

**Subject:**

November and December 2015 Procurement Report

**Recommendation:**

Receive the November and December 2015 Procurement Report.

**Background:**

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

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

**Financial Impact:**

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

**Reviewed By:**

This item was received by the General Policy Committee on January 13, 2016.

**Responsible Staff:**

William Stawarski, Chief Financial Officer

Board of Directors Agenda Item  
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Approved  
Board of Directors  
Date: February 3, 2016  
Witnessed By:



## Attachment A

### November/December Contract Actions

#### New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
15-1001247	Park and Ride Agreement	Shepherd of the Hill Lutheran Church	\$20,400.00	Park and Ride Agreement
15-1001248	Park and Ride Agreement	St. Paul the Apostle Catholic Church	\$18,000.00	Park and Ride Agreement
15-1001249	Park and Ride Agreement	28 <sup>th</sup> District Agricultural Association	\$5,760.00	Park and Ride Agreement
15-1001253	Park and Ride Agreement	Montecito Baptist Church	\$6,120.00	Park and Ride Agreement
16-1001424	Use of Verizon Wireless pound codes for SANBAG's network of call boxes	CELLO Partnership/Verizon Wireless	\$0.00	Agreement for Utilization of Pound Codes through Verizon Call Box Network

Attachment: Attachment A (2527 : Procurement Report)

## Attachment A

### November/December Contract Amendment Actions

#### Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C11185 Amendment 3	Amendment 3 extends contract term from January 31, 2015 to December 31, 2016, Project: Construction Management Services for Hunts Lane Grade Separation	CALTROP	Original \$2,808,236.00 Amendment 1 (\$125,000.00) Amendment 2 \$0.00	\$0.00	\$2,683,236.00
C12077 Amendment 4	Amendment 4 extends contract period through December 31, 2017. Project: Transit Center Omnitrans Bus Facility	HDR Engineering	Original \$2,620,180.00 Amendment 1 \$1,079,832.00 Amendment 2 \$564,764.00 Amendment 3 \$292,636.00	\$0.00	\$4,557,412.00
C12078 Amendment 4	Amendment 4 extends the contract period through December 31, 2017. Project: Construction Management Services for the Omnitrans Bus Facility	Parsons Brinckerhoff	Original \$683,755.00 Amendment 1 \$32,135.00 Amendment 2 \$515,701.00 Amendment 3 \$218,635.00	\$0.00	\$1,450,226.00

Attachment: Attachment A (2527 : Procurement Report)

## Attachment A

### November/December Contract Task Order Actions

**Contract Task Order (CTO) Executed:**

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C12244 CTO 14 Amendment 1	Utility for Bi-County Signal Project. Additional Potholes were required.	Overland, Pacific, & Cutler	\$6,000,000.00 Share with Epic Land (C12242) and HDR Inc (C12243)	CTO 1 \$1,902,168.31 CTO 3 \$21,811.68 CTO 6 \$21,833.00 CTO 7 \$111,780.14 CTO 9 \$12,995.00 CTO 11 \$23,200.00 CTO 13 \$5,588.51 CTO 12 \$10,896.00 CTO 13 \$11,868.51	Original: \$18,893.40 Amend 1: \$7,881.00  Total: \$26,774.40

Attachment: Attachment A (2527 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14086 CTO 2 Amendment 2	Time extension for County Wide Transit Efficiency Study	Parsons Brinckerhoff	\$20,000,000.00 Shared with Hatch Mott MacDonald (C14003)	CTO 1 \$92,500.00 CTO 3 \$20,000.00 CTO 5 \$388,136.00 CTO 6 \$222,223.00 CTO 9 \$29,917.00 CTO 12B \$276,230.96 CTO 21 \$3,014.70 CTO 27 \$13,774.98 CTO 33 \$377,893.00 CTO 36 \$14,762.07 CTO 37 \$209,788.00 CTO 39 \$209,788.00	Original: \$520,105.00 Amend 1: \$0.00 Amend 2: \$0.00 Total: \$520,105.00

Attachment: Attachment A (2527 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14086 CTO 5 Amendment 3	Short Range Transit – Public Outreach	Parsons Brinckerhoff	\$20,000,000.00 Shared with Hatch Mott MacDonald (C14003)	CTO 1 \$92,500.00 CTO 2 \$520,105.00 CTO 3 \$20,000.00 CTO 6 \$222,223.00 CTO 9 \$29,917.00 CTO 12B \$276,230.96 CTO 21 \$3,014.70 CTO 27 \$13,774.98 CTO 33 \$377,893.00 CTO 36 \$14,762.07 CTO 37 \$209,788.00 CTO 39 \$209,788.00	Original: \$366,138.00 Amend 1: \$21,998.00 Amend 2: \$0.00 Amend 3: \$0.00 Total: \$388,136.00

Attachment: Attachment A (2527 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 38	RPRP Comprehensive Ridership Update	Hatch Mott MacDonald	\$20,000,000.00 Shared with Parsons Brinckerhoff (C14086)	CTO 8 \$525,255.00 CTO 10 \$114,162.00 CTO 11 \$1,579,358.00 CTO 12A \$267,034.56 CTO 17 \$125,539.00 CTO 19 \$498,324.00 CTO 20 \$299,836.00 CTO 22 \$249,729.00 CTO 23 \$1,134.55 CTO 25 \$78,441.00 CTO 26 \$21,581.00 CTO 31 \$31,542.00 CTO 32 \$498,593.00 CTO 33 \$377,893.00 CTO 35 \$62,321.00	\$115,252.00

Attachment: Attachment A (2527 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C12033 CTO 43 Amendment 1	Time Extension to Determine the correction needed for faulty Master controller due to a widening project	Albert Grover Associates	\$1,000,000.00	CTO 1 through CTO 38 \$507,966.00 CTO 42 \$19,480.00 CTO 45 \$34,488.00 CTO 46 \$18,534.00 CTO 47 \$12,902.00 CTO 48 \$9,890.00	Original: \$21,570.00 Amend 1: \$0.00  Total: \$21,570.00
C12033 CTO 46 Amendment 1	Time Extension to Restore coordination among the four County signals; install GPS units to establish a common time base with Chino signals and adjust timing as necessary	Albert Grover Associates	\$1,000,000.00	CTO 1 through CTO 38 \$507,966.00 CTO 42 \$19,480.00 CTO 43 \$21,570.00 CTO 45 \$34,488.00 CTO 47 \$12,902.00 CTO 48 \$9,890.00	Original: \$18,534.00 Amend 1: \$0.00  Total: \$18,534.00

Attachment: Attachment A (2527 : Procurement Report)

## Attachment A November/December Purchase Order Actions

**Purchase Orders:**

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
None				

Attachment: Attachment A (2527 : Procurement Report)



## Attachment A

### November/December Purchase Order Amendment Actions

**Purchase Order Amendments Executed:**

<b>Purchase Order No. &amp; Amendment No.</b>	<b>Description of Services and Reason for Amendment</b>	<b>Vendor Name</b>	<b>Previous Amendments &amp; Dollar Values</b>	<b>Dollar Amount of Amendment</b>	<b>Amended PO Total</b>
None					

Attachment: Attachment A (2527 : Procurement Report)

## Attachment B

### November/December RFP's and IFB's

#### Release of RFP's and IFB's

Release Date	RFP/IFB No.	Description of Services	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
11/18/15	16-1001417	Rim of the World Active Transportation Plan	\$284,250	March 2016	Consultant to assist with Active Transportation Plan for Rim of the World
				<b>Total</b>	<b>\$284,250.00</b>

## *Minute Action*

AGENDA ITEM: 3

**Date:** *February 3, 2016*

**Subject:**

Approve San Bernardino County Transportation Commission Resolution 16-021 and San Bernardino County Transportation Authority Resolution 16-022, Declaring official intent to reimburse certain expenditures from proceeds of indebtedness

**Recommendation:**

A. That the Board, acting as the San Bernardino County Transportation Commission, approve Resolution 16-021, Declaring the Official Intent of San Bernardino County Transportation Commission to Reimburse Certain Expenditures From Proceeds of Indebtedness; and

B. That the Board, acting as the San Bernardino County Transportation Authority, approve Resolution 16-022, Declaring the Official Intent of San Bernardino County Transportation Authority to Reimburse Certain Expenditures From Proceeds of Indebtedness.

**Background:**

The San Bernardino County Transportation Commission (Commission) intends to issue toll revenue, Transportation Infrastructure Finance and Innovation Act (TIFIA) and other short-term indebtedness in connection with the improvements on the Interstate 10 and Interstate 15 corridors, and enhancement of other transit service, to reduce traffic congestion and improve flow of traffic (collectively the Project). Similarly, the San Bernardino County Transportation Authority (Authority) intends to issue Measure I sales tax, and other short-term indebtedness in connection with those portions of the Project included in the Measure I Expenditure Plan. The Commission and the Authority intend to pay certain expenditures in connection with the Project prior to issuance of debt obligations not to exceed \$2.2 billion. Debt obligations will be issued and the proceeds will be used to reimburse the Commission and the Authority for such expenditures.

Section 1.150-2 of the Treasury Regulations requires the issuer to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing.

**Financial Impact:**

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

**Reviewed By:**

This item was reviewed and recommended for approval (8-1-0; Opposed: Yates) by the General Policy Committee on January 13, 2016. General Counsel has reviewed this item and the resolutions.

**Responsible Staff:**

William Stawarski, Chief Financial Officer

*Entity: CTA, CTC*

Board of Directors Agenda Item  
February 3, 2016  
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Approved  
Board of Directors  
Date: February 3, 2016  
Witnessed By:

## RESOLUTION NO. 16-021

**DECLARATION OF OFFICIAL INTENT  
OF SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION  
TO REIMBURSE CERTAIN EXPENDITURES  
FROM PROCEEDS OF INDEBTEDNESS**

**WHEREAS**, the San Bernardino County Transportation Commission (the “Issuer”) intends to acquire, develop, design, construct, maintain, repair, rehabilitate, reconstruct transportation and toll facilities, including without limitation capital improvements to on and off ramps, connector roads, roadways, bridges and other structures in connection with the implementation of a value-pricing program to improve the performance of the Interstate 10 and Interstate 15 corridors, as determined by the Issuer, and for the enhancement of other transit service, to reduce traffic congestion and improve flow of traffic (collectively, the “Project”);

**WHEREAS**, the Issuer expects to pay certain expenditures (the “Reimbursement Expenditures”) in connection with the Project prior to the issuance of indebtedness for the purpose of financing costs associated with the Project on a long-term basis;

**WHEREAS**, the Issuer reasonably expects in accordance with its 10-year delivery plan that debt obligations in an amount not expected to exceed \$1.4 billion will be issued and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures; and

**WHEREAS**, Section 1.150-2 of the Treasury Regulations requires the Issuer to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing;

**NOW, THEREFORE**, the San Bernardino County Transportation Commission declares as follows:

Section 1. The Issuer finds and determines that the foregoing recitals are true and correct.

Section 2. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the Issuer to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. The Issuer hereby declares its official intent to use proceeds of indebtedness to reimburse itself for Reimbursement Expenditures.

Section 4. This declaration shall take effect from and after its adoption.

PASSED AND ADOPTED by the San Bernardino County Transportation Commission on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Ryan McEachron, Chair  
San Bernardino County Transportation Commission

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Attachment: SANBAG Express Lanes Reimbursement Resolution (2528 : Resolutions Intent of Commission & Authority to reimburse certain

## CLERK'S CERTIFICATE

I, \_\_\_\_\_, Clerk of the Board of the San Bernardino County Transportation Commission, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Commission duly, regularly and legally held at the regular meeting place of the Commission in San Bernardino, California, on \_\_\_\_\_, 2016 of which meeting all of the members of the Commission had due notice and at which a majority thereof were present and acting throughout;

At said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true, and correct copy of the original resolution adopted at said meeting and entered in said minutes; and

Said original resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

I further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in San Bernardino, California, freely accessible to the public and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

Clerk of the Governing Board  
of the San Bernardino County Transportation Commission

**RESOLUTION NO. 16-022**

**DECLARATION OF OFFICIAL INTENT  
OF SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
TO REIMBURSE CERTAIN EXPENDITURES  
FROM PROCEEDS OF INDEBTEDNESS**

**WHEREAS**, the San Bernardino County Transportation Authority (the “Issuer”) intends to acquire, develop, design, construct, maintain, repair, rehabilitate, reconstruct transportation and toll facilities, including without limitation capital improvements to on and off ramps, connector roads, roadways, bridges and other structures in connection with the implementation of a value-pricing program to improve the performance of those portions of the Interstate 10 and Interstate 15 corridors included in the Measure I 2010-2040 Expenditure Plan, as determined by the Issuer, and for the enhancement of other transit service, to reduce traffic congestion and improve flow of traffic (collectively, the “Project”);

**WHEREAS**, the Issuer expects to pay certain expenditures (the “Reimbursement Expenditures”) in connection with the Project prior to the issuance of indebtedness for the purpose of financing costs associated with the Project on a long-term basis;

**WHEREAS**, the Issuer reasonably expects in accordance with its 10-year delivery plan that debt obligations in an amount not expected to exceed \$800 million will be issued and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures; and

**WHEREAS**, Section 1.150-2 of the Treasury Regulations requires the Issuer to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing;

**NOW, THEREFORE**, the San Bernardino County Transportation Authority declares as follows:

Section 1. The Issuer finds and determines that the foregoing recitals are true and correct.

Section 2. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the Issuer to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. The Issuer hereby declares its official intent to use proceeds of indebtedness to reimburse itself for Reimbursement Expenditures.



Section 4. This declaration shall take effect from and after its adoption.

PASSED AND ADOPTED by the San Bernardino County Transportation Authority on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Ryan McEachron, Chair  
San Bernardino County Transportation Authority

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Attachment: I 10 and I 15 Corridor Resolution of Intend to Reimburse Expenditures (2528 : Resolutions Intent of Commission & Authority to

## CLERK'S CERTIFICATE

I, \_\_\_\_\_, Clerk of the Board of the San Bernardino County Transportation Authority, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Authority duly, regularly and legally held at the regular meeting place of the Authority in San Bernardino, California, on \_\_\_\_\_, 2016 of which meeting all of the members of the Authority had due notice and at which a majority thereof were present and acting throughout;

At said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true, and correct copy of the original resolution adopted at said meeting and entered in said minutes; and

Said original resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

I further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in San Bernardino, California, freely accessible to the public and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

Clerk of the Governing Board  
of the San Bernardino County Transportation Authority

## *Minute Action*

AGENDA ITEM: 4

**Date:** *February 3, 2016*

**Subject:**

Title VI Program, including the Public Participation Plan and Language Assistance Plan

**Recommendation:**

Approve the Title VI Program, including the Public Participation Plan and Language Assistance Plan in compliance with Federal Transit Administration (FTA) requirements.

**Background:**

Title VI of the Civil Rights Act of 1964 protects persons in the United States from being excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.

Under the Department of Transportation, the Federal Transit Administration (FTA) requirements for implementing Title VI include the adoption of a Title VI Program report pursuant to FTA Circular 4702.1B, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*. As a recipient of Federal Department of Transportation (DOT) funds, San Bernardino Associated Governments (SANBAG) developed this Title VI Program to certify compliance with the FTA Circular 4702.1B. SANBAG is currently a subrecipient to Omnitrans. While SANBAG did explore a direct relationship with FTA as a grantee, it was determined that becoming a grantee would cause SANBAG to incur some significant added costs with limited benefits. The decision was made to not pursue that avenue at this time.

The Circular has general requirements for all recipients and additional guidelines for Fixed Route Transit Providers, States, and Metropolitan Planning Organizations (MPOs). Although it is a recipient of federal funds, SANBAG does not directly operate transit. Additionally, Southern California Association of Governments (SCAG) serves as the MPO for the region. As the Regional Transportation Planning Agency (RTPA), County Transportation Commission (CTC), and Council of Governments (COG) for San Bernardino County, only the general requirements and guidelines are applicable to SANBAG, and are as follows:

1. Title VI Notice to the Public – A notice shall be posted in public locations and the website, and include language that the recipient complies with Title VI and instructions on how to file a Title VI complaint to the Commission and directly to the FTA.
2. Title VI Complaint Procedures – Procedures on filing a complaint shall be developed for investigating and tracking Title VI complaints.
3. Title VI Complaint Form – A complaint form must be accessible and include the necessary information and questions to conduct an investigation.

*Entity: CTA, CTC, SAFE*

4. List of transit-related Title VI investigations, complaints, or lawsuits – FTA requires that files of investigations, complaints, or lawsuits that pertain to allegations of discrimination on the basis of race, color, or national origin in transit-related activities and programs be maintained for three years and a list of cases be held for five years.
5. Public Participation Plan – An established process or plan shall promote inclusive public participation and describe the proactive strategies, procedures, and desired outcomes of a recipient’s public participation activities.
6. Language Assistance Plan – Recipients are required to take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of its programs or activities for persons who are limited-English proficient (LEP).
7. A table depicting the membership of non-elected committees and councils, broken down by race – This pertains to transit-related, non-elected planning boards, advisory councils or committees.
8. Monitoring procedures for subrecipients – Primary recipients are responsible for establishing monitoring procedures for its subrecipients who are extended federal funds, unless the subrecipient is also a direct recipient of FTA funds.
9. Title VI equity analysis for the site and location of facilities – “Facilities” included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. and excludes bus shelters, transit stations, and power substations. Recipients are required to complete an equity analysis, including the impacts of various site alternatives, during the planning stage with regard to where a project is located or sited to ensure that the location is selected without regard to race, color, or national origin.
10. Documentation that the governing board has reviewed and approved the Title VI Program – A copy of meeting minutes or a resolution must be submitted with the Title VI Program.

The report documents how SANBAG is in compliance with each requirement. Recent FTA workshops and FTA Circular 4702.1B have stressed the institution-wide application of Title VI requirements. Chapter II, page 1 of the Circular states that “*Title VI covers all of the operations of covered entities without regard to whether specific portions of the covered program or activity are federally funded... In other words, a recipient may engage in activities not described in the Circular, such as ridesharing program, roadway incident response program, or other programs not funded by FTA, and those programs must also be administered in a nondiscriminatory manner.*” (Chapter II-1). In order to ensure full compliance and transparency, SANBAG provides programs and services in a non-discriminatory manner, whether federally-funded or not.

SANBAG utilized the services of AMMA Transit Planning to complete the Title VI Program, which is attached. The report details SANBAG’s actions taken to implement FTA’s Title VI requirements in its services and programs.

Upon approval of the Title VI Program by the Board of Directors, staff will submit the report to FTA via the Transportation Electronic Award Management (TEAM) system. Concurrence and approval of the report by the FTA Regional Civil Rights Office is anticipated within 30 days. The Title VI Program will be updated every three years, or as necessary, when guidelines are revised or as compliance reviews require.

***Financial Impact:***

There is no financial impact to SANBAG's budget with the adoption of this program. Upon adoption of the Title VI Program, any expenses incurred to implement Title VI Program will be part of the Commuter Rail and Transit annual budget.

***Reviewed By:***

This item was reviewed by the Commuter Rail & Transit Committee on January 14, 2016 and unanimously recommended for approval.

***Responsible Staff:***

Duane Baker, Deputy Executive Director

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:

## *Minute Action*

AGENDA ITEM: 5

**Date:** *February 3, 2016*

**Subject:**

Award On Call Right of Way Legal Services Contracts for Major Projects

**Recommendation:**

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

A. Approve Contract Number 15-1001302 with Woodruff, Spradlin & Smart for On-Call Right of Way Legal Services for the Major Projects Program for a not-to-exceed amount of \$6,000,000.00 and a five year term; and

B. Approve Contract Number 16-1001425 with Nossaman LLP for On-Call Right of Way Legal Services for the Major Projects Program for a not-to-exceed amount of \$1,000,000.00 and a five year term.

**Background:**

With several large Major Projects moving into the Right of Way phase and the current On Call Legal Services Contract winding down, staff requested that a Request for Proposals (RFP) be released for the continuation of On Call Legal Services support. This request came on the same day that a similar request was made by Commuter Rail and Transit staff. The differentiating factor between these two requests is that the Major Projects Program must follow requirements of Federal Highway Administration, whereas the Commuter Rail and Transit Program follows the Federal Transit Administration requirements. Because the contracts differ, two individual solicitations were necessary for compliance within each program. The solicitation for Major Projects was prepared and issued in accordance with current SANBAG policies and procedures for procurement of professional services. After approval by the Board of Directors, the RFP 15-1001302 was released electronically on September 2, 2015, to approximately twenty (20) law firms registered on Planet Bids.

Eleven (11) proposals were received by the date and time specified in the RFP and determined by staff to be responsive. On October 22, 2015, after reviewing each proposal individually, the Evaluation Committee members comprised of representatives from SANBAG's General Counsel and Project Delivery Divisions met to discuss each proposal according to the evaluation criteria, including the proposals' strengths and weaknesses. The panel was informed that all reference checks received resulted in good to excellent ratings for all firms. At the completion of discussions the committee members individually presented their scores of each proposal based on the following evaluation criteria included in the RFP: Qualifications, Related Experience and References of the Firm - 30%; Proposed Staffing and Projection Organization - 30%; Work Plan - 25%; and Price - 15%. Based on scoring, the firms were ranked and a short-list was developed resulting in five (5) invitations to interview with the following firms in alphabetical order: Best, Best & Krieger LLP, Meyers Nave, Nossaman LLP, Richards, Watson & Gershon, and Woodruff, Spradlin & Smart.

**Entity:** CTA

## Board of Directors Agenda Item

February 3, 2016

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Interviews were conducted on November 19, 2015, and questions were answered by the firms regarding their roles in negotiating and presenting settlements to the governing board, the firm's participation in utility relocation, and the role of their firm in early phases of the project. The firms were also asked to differentiate the right of way and eminent domain requirements for SANBAG on freeway and interchange projects from other projects with other agencies. Finally, the firms were asked about methods employed to effectively control costs. After the interviews, the scores were tallied with Woodruff, Spradlin & Smart, rating the highest of the firms because their comprehensive responses demonstrated a thorough understanding of the scope of work, legal experience with similar projects with transportation agencies, their record of timely delivery of Proposition 1B projects, attention to cost control, and the importance of offering a solid and dedicated team. Additionally, as reinforcement to the upcoming large program, the second highest ranked firm, Nossaman LLP, is also being selected and will be used on an as-needed basis.

As a result of the scoring and the program needs, staff recommends that On Call Legal Services contracts 15-1001302 and 16-1001425 are awarded to Woodruff, Spradlin & Smart and Nossaman LLP, respectively.

***Financial Impact:***

This item is consistent with the current adopted SANBAG Fiscal Year 2015/2016 budget under the various subtask numbers requiring On-Call Right of Way Legal Services and funded with various funding types.

***Reviewed By:***

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contracts.

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 15-1001302 Amendment No.: \_\_\_\_\_ Vendor No.: 02420  
 Vendor/Customer Name: Woodruff, Spradlin & Smart Sole Source?  Yes  No  
 Description: On call Legal services for Major Orojct Program  
 Start Date: Est 02/28/2016 Expiration Date: 2/28/2021 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 6,000,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 6,000,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 6,000,000.00

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve New Contract 15-1001302

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: \_\_\_\_\_

Attachment: Contract Summary Sheet (2482 : Award On Call R/W Legal Service Contracts for Major Projects)



**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001425 Amendment No.: \_\_\_\_\_ Vendor No.: 01519  
 Vendor/Customer Name: Nossaman LLP Sole Source?  Yes  No  
 Description: On Call Right of Way Legal Services for the Major Projects Program  
 Start Date: Est 2/28/16 Expiration Date: 2/28/2021 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 1,000,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 1,000,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 1,000,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve New Contract 16-1001425

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: \_\_\_\_\_

Attachment: 161001425 CSS (2482 : Award On Call R/W Legal Service Contracts for Major Projects)

## Scope of Services

Contract No. 16-1001425 & 15-1001302

Attorney shall provide right-of-way legal services on an as needed basis in support of SANBAG's Major Projects Program. Such legal services shall include pre-litigation advice, representation in litigation and any project related tasks as may be requested by SANBAG.

Legal services to be provided include, but are not limited to the following:

- Assist in negotiations to acquire property
- Coordinate with other right-of-way consultants, appraisers, engineers, etc.
- Assist in preparing offer packages made to owners of property being acquired for project implementation
- Assist in preparing documentation to support Legal and Administrative settlements
- Assist in preparing resolutions of necessity and supporting documents
- Assist in preparing any studies, reports or documentation necessary to justify acquisitions
- Prepare all pleadings and represent SANBAG through final resolution, whether by settlement, trial, or appeal in condemnation actions, inverse condemnation actions and any other litigation or proceedings (including administrative proceedings concerning relocation claims) relating to the acquisition of any property needed for project implementation

## *Minute Action*

AGENDA ITEM: 6

**Date:** *February 3, 2016*

**Subject:**

Approval of Plans, Specifications, and Estimates for Signalization of the Interstate 215 (I-215) Iowa Avenue and La Cadena Drive Interchange

**Recommendation:**

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

A. Approve the Plans, Specifications, and Estimates (PS&E) package for the I-215 Iowa Avenue / La Cadena Drive Interchange Traffic Signalization Project.

B. Authorize staff to proceed directly to the Board without prior Metro Valley Study Session review for the award of Construction Contract No. 16-1001427.

**Background:**

The I-215 Bi-County Project added High Occupancy Vehicle (HOV) lanes in both directions of I-215 from Orange Show Road in the City of San Bernardino to Spruce Street in the City of Riverside. As part of the project, improvements to the on and off ramps of the I-215 Iowa Avenue and La Cadena Drive Interchange were included. Prior to the project, the southbound off ramp on the interchange merged with the northbound lane of La Cadena Drive before intersecting with Iowa Avenue; this resulted in weaving conditions between local traffic and traffic exiting the freeway. With the I-215 Bi-County Project, La Cadena Drive was separated from the ramp and was realigned to the Iowa Avenue intersection to the north. The I-215 Bi-County Project did not initially propose to signalize either the new I-215 southbound off-ramp to Iowa Avenue Intersection or the new Iowa Avenue/La Cadena Drive Intersection; rather, both intersections were constructed as stop-sign controlled. A subsequent traffic signal warrant study prepared for both intersections justified addition of traffic signals to improve traffic operations and enhance safety for regional travelers. In June 2015, the Board approved Cooperative Agreement No. 15-1001311 with the California Department of Transportation (Caltrans) where Caltrans agreed to contribute a lump sum amount of \$281,000 towards the total cost of the proposed signal improvements, estimated at \$573,440. Under the cooperative agreement, SANBAG agreed to lead the project through development and construction and fund the balance of costs.

The plans and specifications of the signal improvements have been completed and have been reviewed and concurred by Caltrans and approved by the City of Colton Public Works Department. Staff is recommending that the Board approve the plans, specifications, and estimates for the project. With the Board's approval, staff can begin preparations to advertise the project. Since the estimated capital cost is less than \$1 million, the Invitation for Bids (IFB) for the project will be released with the SANBAG Executive Director's approval in accordance with Board delegated authority under SANBAG Contracting and Procurement Policy 11000.

**Entity:** *CTC*

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Per the cooperative agreement, SANBAG is to request payment for the State's contribution after construction contract award and within the same fiscal year that the contribution is allocated. Staff is therefore requesting authorization to proceed directly to the Board for construction contract award without prior Metro Valley Study Session review to ensure that the contract is awarded within the current fiscal year. The construction contract will be awarded based on the lowest responsible bid.

***Financial Impact:***

This item is consistent with the 2015/2016 Fiscal Year Budget. The project will be funded with Measure I Valley Freeway Funds (4110) and a lump sum contribution from Caltrans.

***Reviewed By:***

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016.

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:

## *Minute Action*

AGENDA ITEM: 7

**Date:** *February 3, 2016*

**Subject:**

Metrolink Active Transportation Program - Cooperative Agreements with Stakeholder Cities

**Recommendation:**

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

A. Approve Cooperative Agreement No. 15-1001127 with the City of Montclair for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

B. Approve Cooperative Agreement No. 15-1001128 with the City of Upland for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

C. Approve Cooperative Agreement No. 15-1001129 with the City of Rancho Cucamonga for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

D. Approve Cooperative Agreement No. 15-1001130 with the City of Fontana for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

E. Approve Cooperative Agreement No. 15-1001131 with the City of Rialto for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

F. Approve Cooperative Agreement No. 15-1001132 with the City of San Bernardino for the Metrolink Station Accessibility Improvement Project which defines project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding.

G. Authorize the Executive Director to execute the final Cooperative Agreement Nos. 15-1001127, 15-1001128, 15-1001129, 15-1001130, 15-1001131 and 15-1001132 after approval as to form by General Counsel.

**Background:**

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 354, Statutes 2013) to encourage increased use of active modes of transportation, such as biking and walking, as well as to ensure compliance with Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21). SANBAG was successful in receiving a grant of ATP funds for the Metrolink Station Accessibility Improvement Project, Phase 1 in the amount of \$4,678,729. The project will benefit multiple jurisdictions in San Bernardino County by providing safe pedestrian/bicycle access, wayfinding signage to direct

**Entity:** CTC

users to the transit centers, sidewalk improvements, high-visibility crosswalks, bicycle parking, and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink Stations in six cities.

The California Department of Transportation (Caltrans) is anticipated to approve a Categorical Exclusion under the National Environmental Policy Act (NEPA) for the project in January. On January 6, 2016, the SANBAG Board of Directors determined to authorize the Director of Project Delivery to approve a Categorical Exemption under the California Environmental Quality Act (CEQA) for the project upon Caltrans approval of the corresponding NEPA document. Upon environmental clearance, this project will proceed to the design and right of way phase.

**Recommendations A, B, C, D, E, & F:** These are new Cooperative Agreements. To advance the project, Cooperative Agreements with the City of Montclair, the City of Upland, the City of Rancho Cucamonga, the City of Fontana, the City of Rialto and the City of San Bernardino are required to define roles, responsibilities and funding associated with the design, right-of-way and construction phases. These agreements define the San Bernardino County Transportation Commission (SANBAG) as the lead agency for project administration and funding with each stakeholder city providing project support at their own cost. The funding for Phase 1 improvements consists of ATP, Transportation Development Act (TDA) Article 3 and local funds as shown in TABLE 1.

TABLE 1

<b>Fund</b>	<b>Amount</b>
ATP – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

City incurred costs as shown in TABLE 1 include costs associated with services such as permits, plan check reviews, staff time and inspection services.

**Recommendations G:** The attached agreements have been reviewed substantially as to form by General Counsel and are currently in various stages of execution by each stakeholder city. Allocation of the ATP Federal Grant Funds for design needs to occur in the 2015/2016 fiscal year and timely execution of these agreements is needed to support the tight delivery schedule. As a result, staff is requesting authorization for the Executive Director to sign the final agreements upon approval as to form by General Counsel.

Staff is recommending Board approval of the six Agreements for the Metrolink Station Accessibility Improvement Project for the design, right-of-way and construction phases and to authorize the Executive Director to sign the final agreements upon approval as to form by General Counsel.

***Financial Impact:***

This item is consistent with the current amended 2015/2016 fiscal year budget under Task No. 0404 for the Metrolink Station Accessibility Improvements Project (Project 0401). Funding sources are \$4,678,729 of new Active Transportation Program (ATP) funds and \$250,000 of TDA Article 3 funds.

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***Reviewed By:***

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and drafts of the agreements.

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

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Approved  
Board of Directors  
Date: February 3, 2016  
Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 15-1001127 Amendment No.: 0 Vendor No.: 01455  
 Vendor/Customer Name: City of Montclair Sole Source?  Yes  No  
 Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project  
 Start Date: 2/3/2016 Expiration Date: 12/31/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

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

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: \_\_\_\_\_ Authorize Execution

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Brian Smith

Attachment: 15-1001127 CSS Metrolink ATP Montclair (2483 : Metrolink ATP City Coops)



**COOPERATIVE AGREEMENT NO. 15-1001127**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**THE CITY OF MONTCLAIR**

**FOR**

**PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT**

Attachment: 15-1001127 Metrolink ATP Montclair (2483 : Metrolink ATP City Coops)

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Montclair (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Montclair are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership,

operation and maintenance of the existing and future improvements from the PROJECT Owner; and

- F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

### III. COMMISSION RESPONSIBILITIES:

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.

- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

#### IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. If comments are not provided by the 20th working day, COMMISSION will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.
  - E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
  - F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.
  - G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
  - H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
  - I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
  - J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
  - K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
  - L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.
- V. MUTUAL RESPONSIBILITIES:
- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
  - B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
  - C. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and

agreed that, pursuant to Government Code Section 895.4, COMMISSION shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION nor any officer, director, employee or agent 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 COMMISSION its officers, directors, employees or agents 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.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of

five (5) years from the later of: (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
    - City of Montclair
    - 5111 Benito Street
    - Montclair, CA 91763
    - Attention: Michael C. Hudson
    - Public Works Director/City Engineer
  - b. If to SANBAG:
    - San Bernardino Associated Governments
    - 1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor
    - San Bernardino, CA 92410
    - Attention: Garry Cohoe
    - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 15-1001127  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION  
AND  
CITY OF MONTCLAIR**

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

**CITY OF MONTCLAIR**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM AND PROCEDURE:

APPROVED AS TO FORM

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
Diane Robbins  
City Attorney

Attachment: 15-1001127 Metrolink ATP Montclair (2483 : Metrolink ATP City Coops)



**ATTACHMENT A  
PROJECT FUNDING TABLE**

Phase I

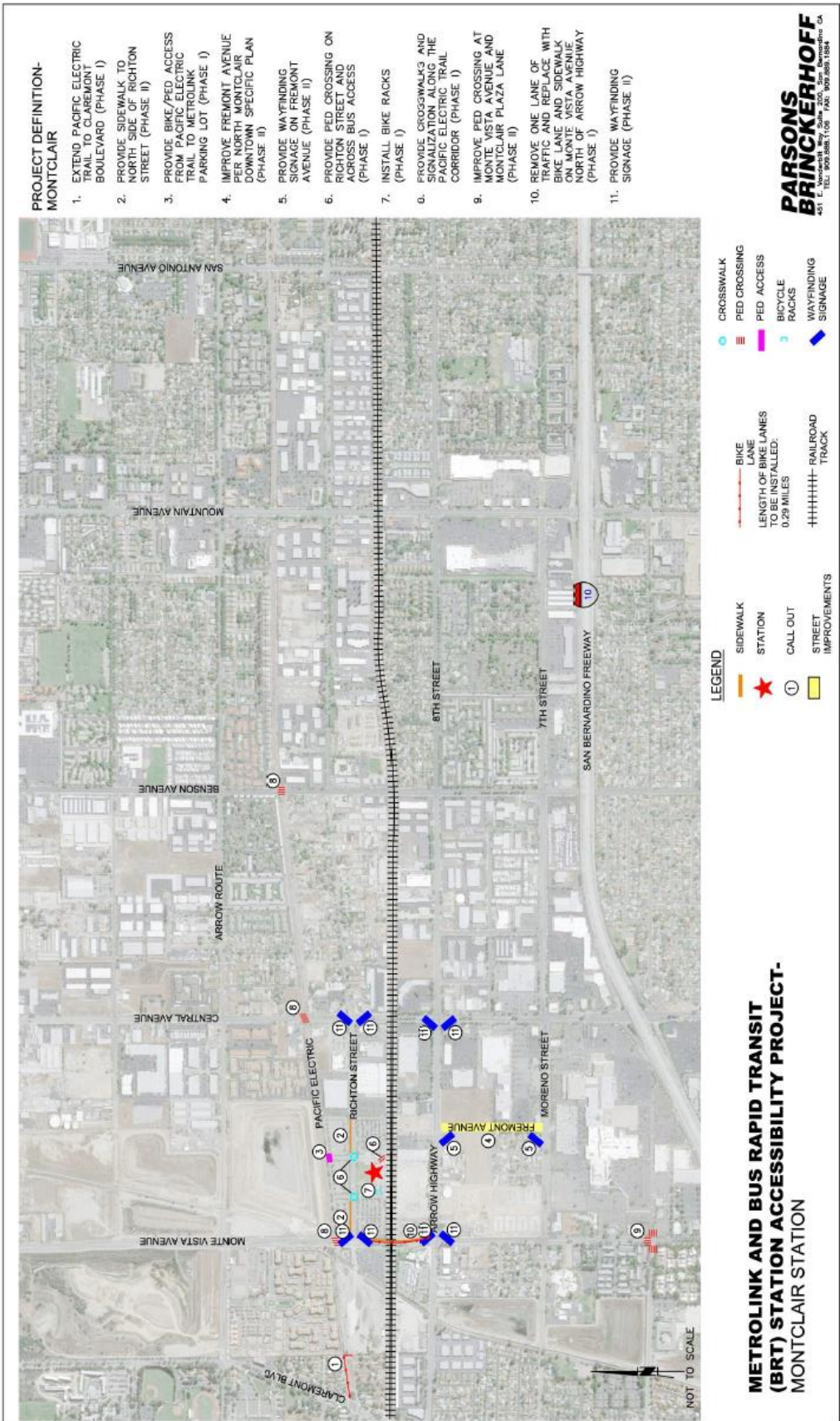
<b>Fund</b>	<b>Amount</b>
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined



# ATTACHMENT B CONCEPTUAL LAYOUT



Attachment: 15-1001127 Metrolink ATP Montclair (2483 : Metrolink ATP City Coops)

**Contract Summary Sheet**

**General Contract Information**

Contract No: 15-1001128 Amendment No.: 0 Vendor No.: 02268  
 Vendor/Customer Name: City of Upland Sole Source?  Yes  No  
 Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project  
 Start Date: 2/3/2016 Expiration Date: 12/31/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

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

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: \_\_\_\_\_ Authorize Execution

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Brian Smith

Attachment: 15-1001128 CSS Metrolink ATP Upland (2483 : Metrolink ATP City Coops)

**COOPERATIVE AGREEMENT NO. 15-1001128**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**THE CITY OF UPLAND**

**FOR**

**PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Upland (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Upland are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership,

operation and maintenance of the existing and future improvements from the PROJECT Owner; and

- F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

### III. COMMISSION RESPONSIBILITIES:

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.



- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

#### IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. If comments are not provided by the 20th working day, COMMISSION will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.
  - E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
  - F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.
  - G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
  - H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
  - I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
  - J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
  - K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
  - L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.
- V. MUTUAL RESPONSIBILITIES:
- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
  - B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
  - C. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and

agreed that, pursuant to Government Code Section 895.4, COMMISSION shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION nor any officer, director, employee or agent 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 COMMISSION its officers, directors, employees or agents 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.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of

five (5) years from the later of: (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
    - City of Upland
    - 460 N. Euclid Avenue
    - Upland, CA 91786
    - Attention: Bob Critchfield
    - Public Works Department
  - b. If to COMMISSION:
    - San Bernardino Associated Governments
    - 1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor
    - San Bernardino, CA 92410
    - Attention: Garry Cohoe
    - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.



**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 15-1001128  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION  
AND  
CITY OF UPLAND**

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

**CITY OF UPLAND**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO FORM AND PROCEDURE:

APPROVED AS TO FORM

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
City Attorney

Attachment: 15-1001128 Metrolink ATP Upland (2483 : Metrolink ATP City Coops)

**ATTACHMENT A  
PROJECT FUNDING TABLE**

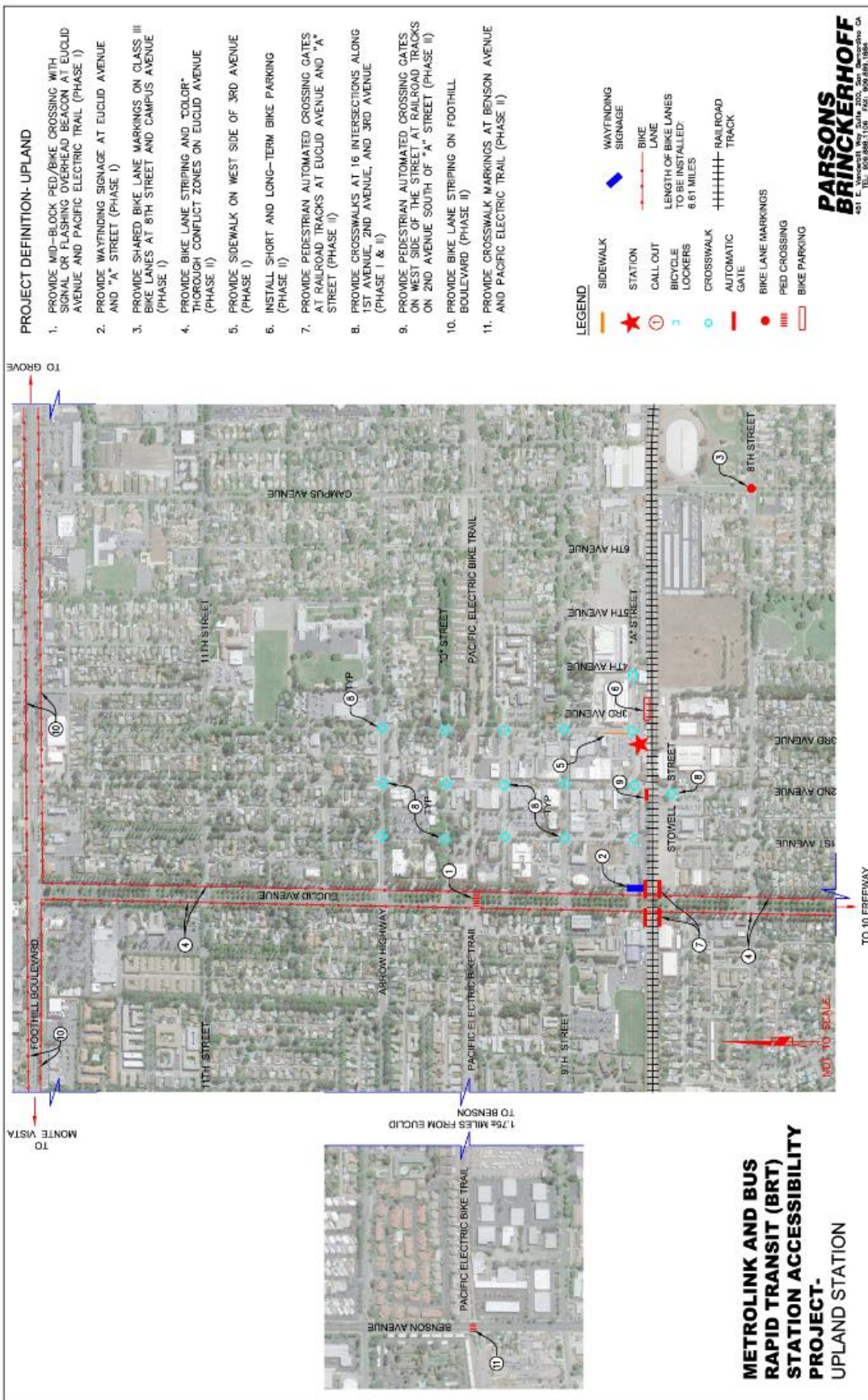
Phase I

<b>Fund</b>	<b>Amount</b>
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined

# ATTACHMENT B CONCEPTUAL LAYOUT



Attachment: 15-1001128 Metrolink ATP Upland (2483 : Metrolink ATP City Coops)

**Contract Summary Sheet**

**General Contract Information**

Contract No: 15-1001129 Amendment No.: 0 Vendor No.: 01755  
 Vendor/Customer Name: City of Rancho Cucamonga Sole Source?  Yes  No  
 Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project  
 Start Date: 2/3/2016 Expiration Date: 12/31/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

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

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: \_\_\_\_\_ Authorize Execution

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Brian Smith

Attachment: 15-1001129 CSS Metrolink ATP Rancho Cucamonga (2483 : Metrolink ATP City Coops)

**COOPERATIVE AGREEMENT NO. 15-1001129**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**THE CITY OF RANCHO CUCAMONGA**

**FOR**

**PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Rancho Cucamonga (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Rancho Cucamonga are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements from the PROJECT Owner; and



F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

III. **COMMISSION RESPONSIBILITIES:**

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases, an estimated \$4,928,729 for Phase I at all stations. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.
- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

#### IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.
- E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
- F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.

- G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
- H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
- I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
- J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
- K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
- L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.

V. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
- B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
- C. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, COMMISSION shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.
- D. Neither COMMISSION nor any officer, director, employee or agent 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 COMMISSION its officers, directors, employees or agents 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.

- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of: (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.
- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.

- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
    - City of Rancho Cucamonga
    - 10500 Civic Center Drive
    - P.O. Box 807
    - Rancho Cucamonga, CA 91739-0807
    - Attention: Jason C. Welday, P.E., T.E.
    - Traffic Engineer
  - b. If to COMMISSION:
    - San Bernardino Associated Governments
    - 1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor
    - San Bernardino, CA 92410
    - Attention: Garry Cohoe
    - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 15-1001129  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION  
AND  
CITY OF RANCHO CUCAMONGA**

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

**CITY OF RANCHO CUCAMONGA**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

By: \_\_\_\_\_  
L. Dennis Michael  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
PROCEDURE:**

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
James L. Markman  
City Attorney

Attachment: 15-1001129 Metrolink ATP Rancho Cucamonga [Revision 1] (2483 : Metrolink ATP City Coops)

**ATTACHMENT A  
FUNDING TABLE**

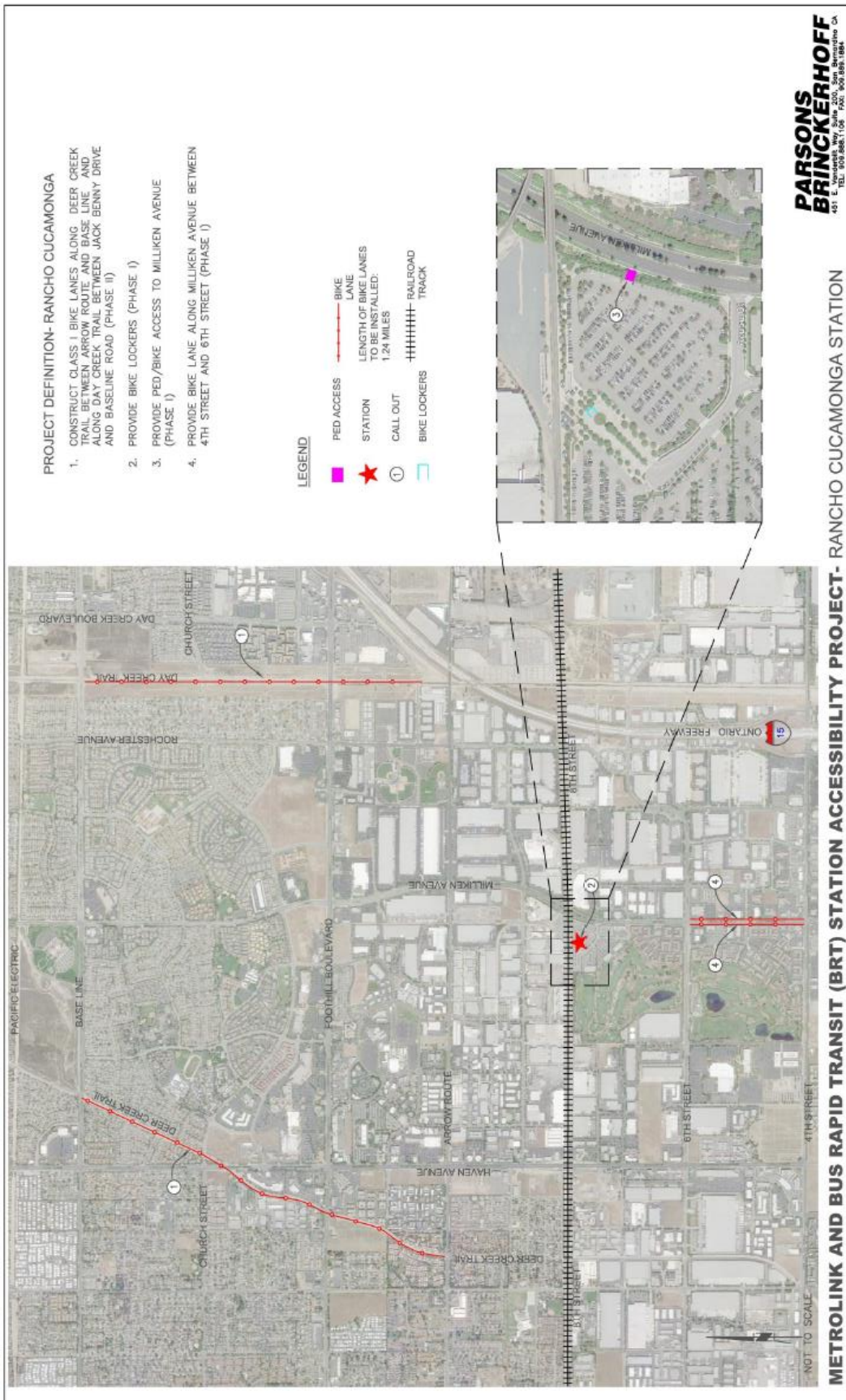
Phase I

<b>Fund</b>	<b>Amount</b>
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined

### ATTACHMENT B CONCEPTUAL LAYOUT



**Contract Summary Sheet**

**General Contract Information**

Contract No: 15-1001130 Amendment No.: 0 Vendor No.: 00828  
 Vendor/Customer Name: City of Fontana Sole Source?  Yes  No  
 Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project  
 Start Date: 2/3/2016 Expiration Date: 12/31/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

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

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: \_\_\_\_\_ Authorize Execution

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Brian Smith

Attachment: 15-1001130 CSS Metrolink ATP Fontana (2483 : Metrolink ATP City Coops)



**COOPERATIVE AGREEMENT NO. 15-1001130**  
**BETWEEN**  
**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**  
**AND**  
**THE CITY OF FONTANA**  
**FOR**  
**PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE**  
**(PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE**  
**SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT**  
**PROJECT**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Fontana (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Fontana are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership,

operation and maintenance of the existing and future improvements from the PROJECT Owner; and

- F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

### III. **COMMISSION RESPONSIBILITIES:**

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.
- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received



by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

#### IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. If comments are not provided by the 20th working day, COMMISSION will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including

surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.

- E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
- F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.
- G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
- H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
- I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
- J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
- K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
- L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.

V. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
- B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
- C. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, COMMISSION shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents

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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION nor any officer, director, employee or agent 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 COMMISSION its officers, directors, employees or agents 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.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of: (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
    - City of Fontana
    - 8353 Sierra Avenue
    - Fontana, CA 92335
    - Attention: Noel Castillo
    - Engineering Manager
  - b. If to SANBAG:
    - San Bernardino Associated Governments
    - 1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor
    - San Bernardino, CA 92410
    - Attention: Garry Cohoe
    - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 15-1001130  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION  
AND  
CITY OF FONTANA**

**CITY OF FONTANA**

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Kenneth R. Hunt  
City Manager

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

Attest:

By: \_\_\_\_\_  
Tonia Lewis, City Clerk

Aproved as to form and procedure:

Approved as to form:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

By: \_\_\_\_\_  
Debbie M. Brazill, Deputy City Manager  
Development Services Organization

By: \_\_\_\_\_  
Ricardo Sandoval  
Director of Engineering/City Engineer

By: \_\_\_\_\_  
Annette Henckel, Director of  
Human Resources and Risk Management

**IN COMPLIANCE WITH CITY PURCHASING AND CONTRACT ADMINISTRATION  
POLICIES/PROCEDURES**

By: \_\_\_\_\_  
Lisa Strong  
Management Services Director

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

Attachment: 15-1001130 Metrolink ATP Fontana (2483 : Metrolink ATP City Coops)

**ATTACHMENT A  
PROJECT FUNDING TABLE**

Phase I

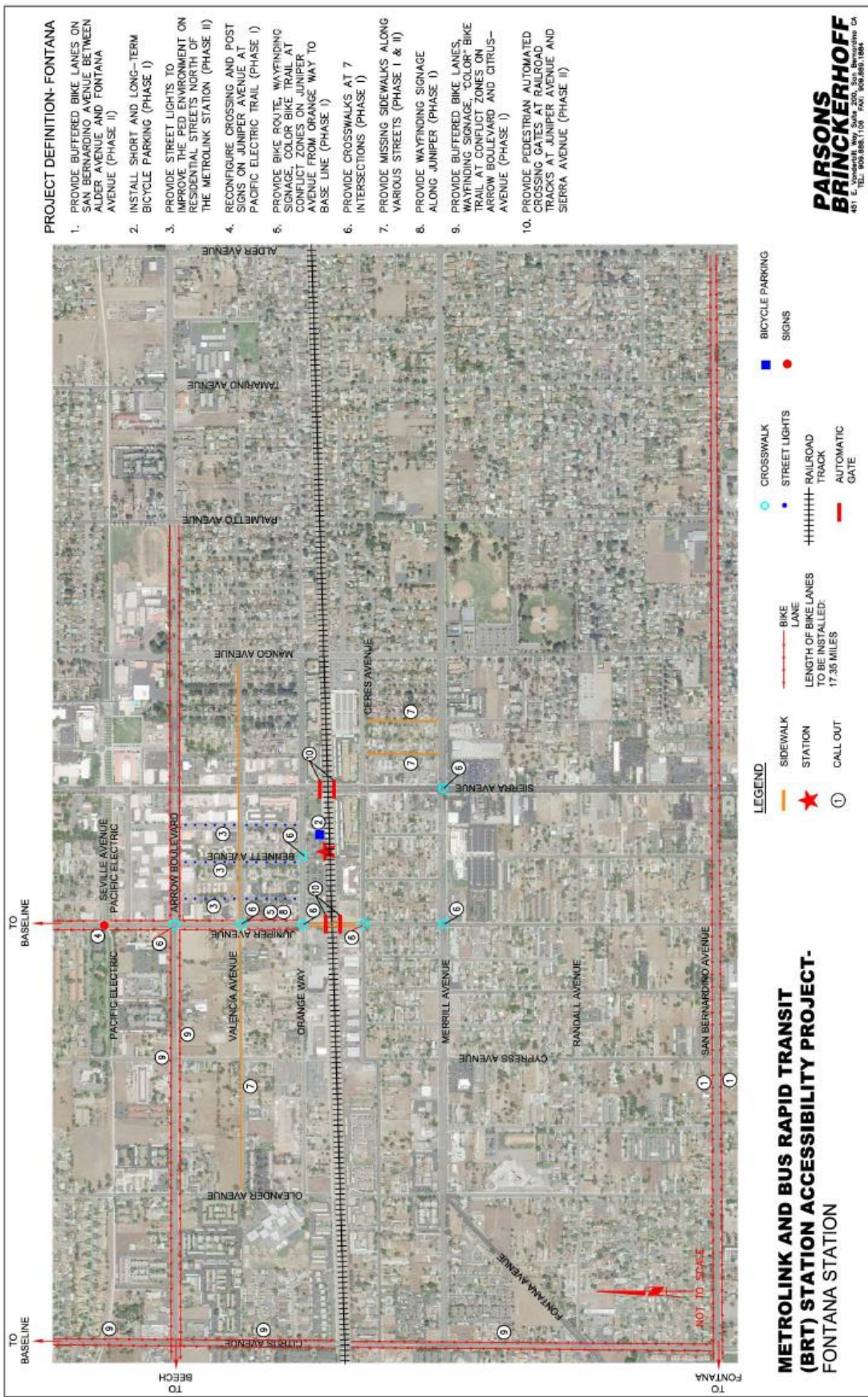
<b>Fund</b>	<b>Amount</b>
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined



## ATTACHMENT B CONCEPTUAL LAYOUT



Contract Summary Sheet

General Contract Information

Contract No: 15-1001131 Amendment No.: 0 Vendor No.: 01801
Vendor/Customer Name: City of Rialto Sole Source? Yes No
Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project
Start Date: 2/3/2016 Expiration Date: 12/31/2020 Revised Expiration Date:
Has Contract Term Been Amended? X No Yes - Please Explain
List Any Related Contracts Nos.:

Table with 4 columns: Dollar Amount, Original Contract, Revised Contract, Current Amendment, TOTAL CONTRACT VALUE, Original Contingency, Revised Contingency, Contingency Amendment, TOTAL CONTINGENCY VALUE, TOTAL DOLLAR AUTHORITY.

Contract Authorization

Executive Director Date:
Executive Director Action:
Board of Directors Date: 2/3/2016
Board of Directors Action: Authorize Execution

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Brian Smith

Attachment: 15-1001131 CSS Metrolink ATP Rialto (2483 : Metrolink ATP City Coops)



**COOPERATIVE AGREEMENT NO. 15-1001131**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**THE CITY OF RIALTO**

**FOR**

**PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Rialto (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Rialto are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership,

operation and maintenance of the existing and future improvements from the PROJECT Owner; and

- F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

### III. COMMISSION RESPONSIBILITIES:

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.

- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

#### IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. If comments are not provided by the 20th working day, COMMISSION will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.
  - E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
  - F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.
  - G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
  - H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
  - I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
  - J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
  - K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
  - L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.
- V. MUTUAL RESPONSIBILITIES:
- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
  - B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
  - C. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and

agreed that, pursuant to Government Code Section 895.4, COMMISSION shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION nor any officer, director, employee or agent 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 COMMISSION its officers, directors, employees or agents 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.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of

five (5) years from the later of: (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:
    - City of Rialto
    - 150 S. Palm Avenue
    - Rialto, CA 92376
    - Attention: Public Works Director
  - b. If to SANBAG:
    - San Bernardino Associated Governments
    - 1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor
    - San Bernardino, CA 92410
    - Attention: Garry Cohoe
    - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 15-1001131  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION  
AND  
CITY OF RIALTO**

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

**CITY OF RIALTO**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

By: \_\_\_\_\_  
Deborah Robertson  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
Fred Galante, Esq.  
City Attorney

Attachment: 15-1001131 Metrolink ATP Rialto (2483 : Metrolink ATP City Coops)



**ATTACHMENT A  
PROJECT FUNDING TABLE**

Phase I

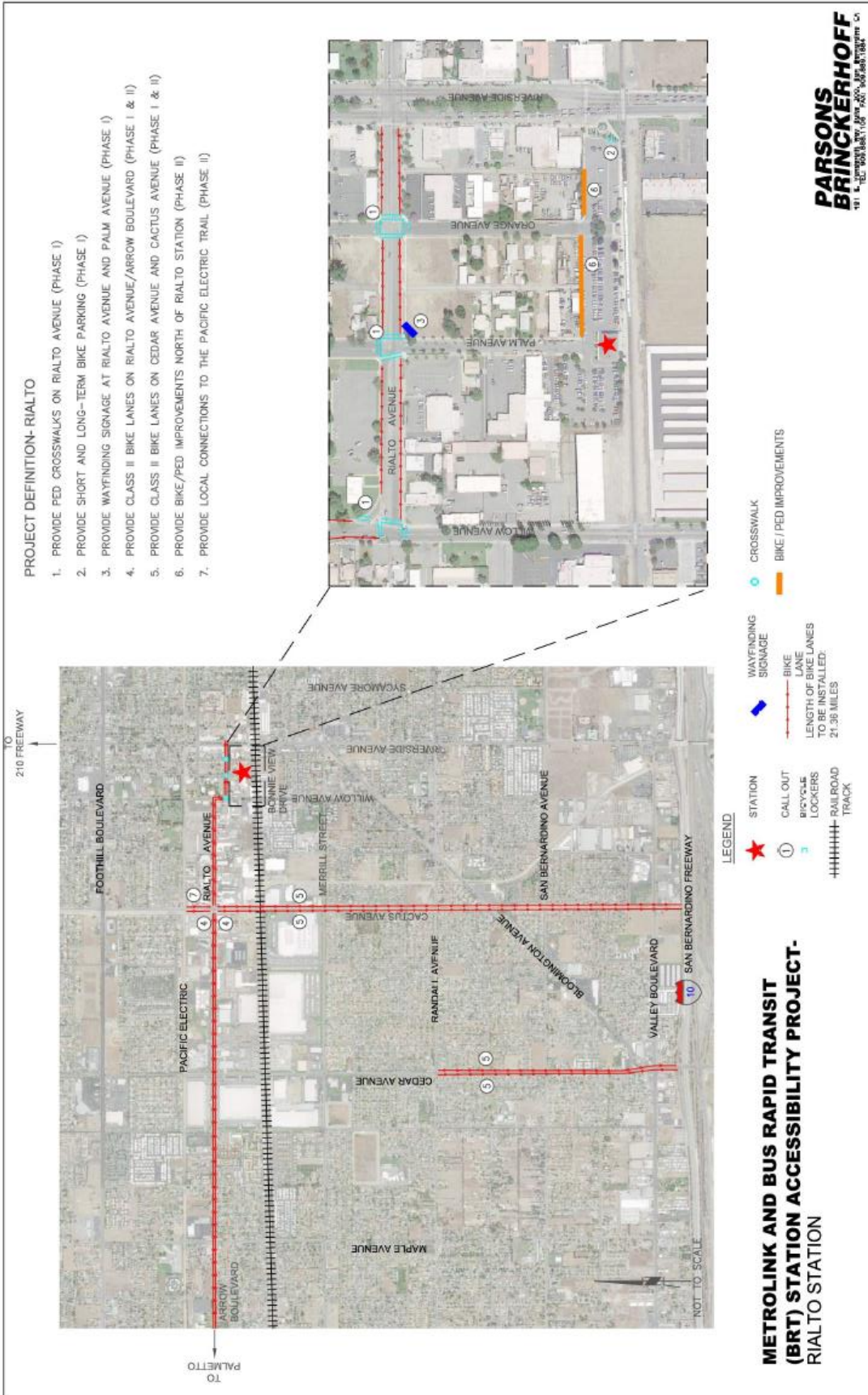
<b>Fund</b>	<b>Amount</b>
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined



## ATTACHMENT B CONCEPTUAL LAYOUT



**Contract Summary Sheet**

**General Contract Information**

Contract No: 15-1001132 Amendment No.: 0 Vendor No.: 01901  
 Vendor/Customer Name: City of San Bernardino Sole Source?  Yes  No  
 Description: Metrolink ATP Pedestrian and Bicycle Access Improvement Project  
 Start Date: 2/3/2016 Expiration Date: 12/31/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

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

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: \_\_\_\_\_ Authorize Execution

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Brian Smith

Attachment: 15-1001132 CSS Metrolink ATP San Bernardino (2483 : Metrolink ATP City Coops)

**COOPERATIVE AGREEMENT NO. 15-1001132**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**THE CITY OF SAN BERNARDINO**

**FOR**

**PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT**

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**II. RECITALS**

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of San Bernardino are depicted in Attachments B.1 and B.2, and are defined as the “PROJECT”; and
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operation and maintenance of the existing and future improvements from the PROJECT Owner; and

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- L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.

V. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachments B.1 and B.2 "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
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agreed that, pursuant to Government Code Section 895.4, COMMISSION shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents 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 COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION nor any officer, director, employee or agent 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 COMMISSION its officers, directors, employees or agents 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.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of

five (5) years from the later of: (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
- a. If to CITY:  
     City of San Bernardino  
     300 North "D" Street, 3<sup>rd</sup> Floor  
     San Bernardino, CA 92418  
     Attention: Public Works Director
- b. If to SANBAG:  
     San Bernardino Associated Governments  
     1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
     San Bernardino, CA 92410  
     Attention: Garry Cohoe  
     Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A, B.1 and B.2 are attached to and incorporated into this AGREEMENT.



**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 15-1001132  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION  
AND  
CITY OF SAN BERNARDINO**

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

**CITY OF SAN BERNARDINO**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

By: \_\_\_\_\_  
Allen Parker  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
Gary Saenz  
City Attorney

Attachment: 15-1001132 Metrolink ATP San Bernardino (2483 : Metrolink ATP City Coops)

**ATTACHMENT A  
PROJECT FUNDING TABLE**

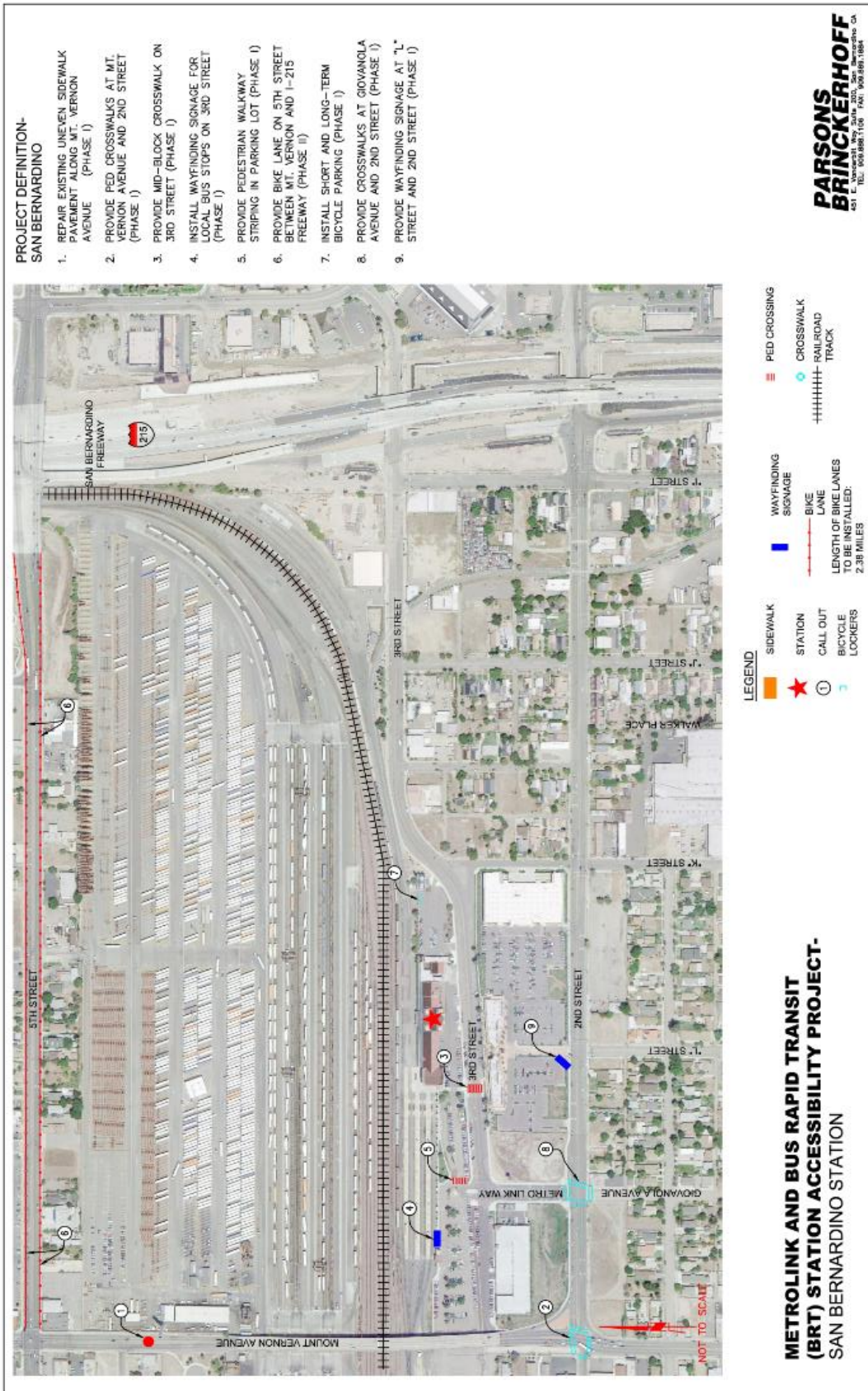
Phase I

<b>Fund</b>	<b>Amount</b>
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

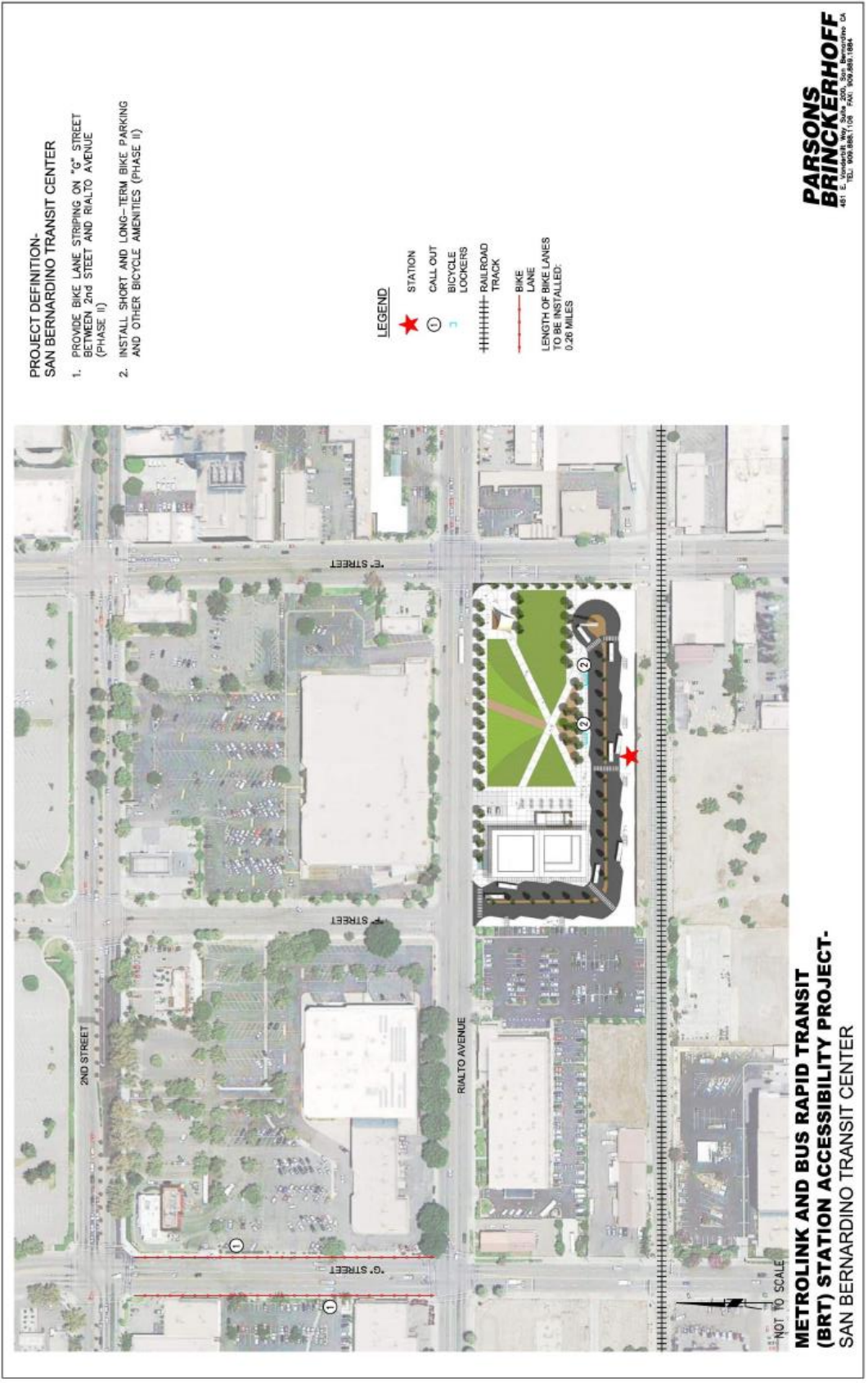
Phase II - to be determined

### ATTACHMENT B.1 CONCEPTUAL LAYOUT



Attachment: 15-1001132 Metrolink ATP San Bernardino (2483 : Metrolink ATP City Coops)

### ATTACHMENT B.2 CONCEPTUAL LAYOUT



Attachment: 15-1001132 Metrolink ATP San Bernardino (2483 : Metrolink ATP City Coops)



## *Minute Action*

AGENDA ITEM: 8

**Date:** *February 3, 2016*

**Subject:**

New Cooperative Agreements and Procurement for Interstate 10/Mount Vernon Avenue Interchange Project

**Recommendation:**

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

- A. Approve Cooperative Agreement No. 15-1001228 with the City of Colton which details roles and responsibilities for completing a Project Study Report/Project Development Support document for \$614,000, consisting of a receivable amount from Colton of \$31,314 and a SANBAG Measure I Valley Freeway Interchange fund commitment of \$582,686; and
- B. Approve Cooperative Agreement No. 16-1001423 with Caltrans for a Project Study Report/Project Development Support document for \$99,000 utilizing \$93,951 of Measure I Valley Freeway Interchange funds; and
- C. Approve Release of Proposal No. 16-1001420 for the development of a Project Study Report/Project Development Support document.

**Background:**

The Interstate 10 (I-10) Mount Vernon Avenue Interchange Project holds position Number 8 on the interchange priority list. As directed by the Board, project development is to commence on all the remaining interchange projects in the top 10. Staff at both the City of Colton and SANBAG has been working on the development of preliminary concept plans to initiate this project for several months. This agenda item will serve to initiate the project by instituting the necessary cooperative agreements and procurement documents to identify roles, responsibilities, funding types, and concepts necessary to complete a Project Study Report/Project Development Support (PSR/PDS) document.

The project will improve traffic operations and local circulation at the I-10/Mount Vernon Avenue intersection with Valley Boulevard and the westbound I-10 entrance ramp. Currently, this 5-legged intersection is regularly congested and has degraded operations in both the morning and evening peak periods. The PSR/PDS will study two build alternatives that focus on improving this location and the limits of the project will be refined as the preliminary engineering work progresses through the project development process.

According to State requirements, to initiate the project delivery process with Caltrans, preparation of a PSR/PDS is first required. Reimbursement for Caltrans oversight costs during the Project Initiation Document (PID) phase is also required and estimated to cost \$99,000 for this project. The work in this phase of the project will identify the purpose and need of the project, the scope of the improvements, estimated costs and schedule for subsequent project

*Entity: CTA*

delivery phases, and estimated capital costs for right-of-way and construction. Completion of the PSR will enable the project to advance to the next development stage of project delivery.

Recommendation A: This is a new cooperative agreement between the City of Colton and SANBAG identifying SANBAG as the lead for the PSR/PDS efforts and City of Colton as a participant. Project costs will be shared at a 94.9%/5.1% split between SANBAG and the City, respectively, in accordance with the Development Mitigation Nexus Study (Nexus Study). The cost for this phase is estimated at \$614,000 consisting of \$582,686 of Measure I Interchange funds and \$31,314 of City of Colton funds.

Recommendation B: This is a new cooperative agreement between California Department of Transportation (Caltrans) and SANBAG for the Caltrans oversight of the PSR/PDS document which will be developed by a SANBAG consultant following the conclusion of the procurement process (Recommendation C). This cooperative agreement will provide for Caltrans reimbursement of direct costs for their oversight pursuant to provision in Assembly Bill (AB) 1477. The estimated cost is \$99,000 and will be shared between SANBAG and the City of Colton in accordance with the Nexus Study. The SANBAG share will amount to \$93,951 and the City share will be \$5,049.

Recommendation C: Staff is requesting approval to circulate a Request for Proposals (RFP) for the procurement of a consultant firm to produce the PSR/PDS. This procurement will lead to a new consultant contract and result in the production of an approved PSR/PDS for this project.

Staff requests approval of all three recommendations.

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and drafts of the agreements and the RFP.

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

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Approved  
 Board of Directors  
 Date: February 3, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001228 Amendment No.: - Vendor No.: 0542  
 Vendor/Customer Name: City of Colton Sole Source?  Yes  No  
 Description: I-10 / Mount Vernon Avenue PSR-PDS  
 Start Date: 2/3/2016 Expiration Date: 2/3/2019 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 31,314.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 31,314.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 31,314.00

Contract Authorization

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve contract 15-1001228

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Chad Costello

Attachment: CSS-C15-1001228 (2481 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

**COOPERATIVE AGREEMENT NO. 15-1001228**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF COLTON**

**FOR**

**PLANNING DOCUMENT PREPARATION FOR MOUNT VERNON AVENUE AT  
INTERSTATE 10 IN THE CITY OF COLTON**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of COLTON (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the planning phase and upon reimbursement of eligible costs by CITY or December 31, 2018, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, CITY intends to improve the Mount Vernon Avenue at Interstate 10 Interchange in the City of COLTON; and
- B. WHEREAS, two “build” alternatives for planned improvements at Mount Vernon Avenue at Interstate 10 Interchange will be studied and documented as part of the Project Study Report/Project Development Support (PSR/PDS) document as further described in Attachment B, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 6, 2013; and

Attachment: 15-1001228 I-10 Mt Vernon PSR Coop [Revision 1] (2481 : I 10/Mount Vernon Co-Ops & RFP for the PSR)



- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Planning activities of the PROJECT.
- F. WHEREAS, the AUTHORITY's Board of Directors considered the 94.9% Public Share for the PROJECT and directed staff on May 6, 2015, to assume project management responsibilities for all phases of this PROJECT. Project management costs will be included as part of the Project cost and will be distributed per the public and private share percentages established by the Nexus Study per AUTHORITY Policy 40005/VFI-32 and VFI-33; and
- G. WHEREAS, the project planning phase is to study two alternatives, which phase is estimated to cost a total of \$614,000 including \$100,000 for AUTHORITY to provide project management services for the Planning phase; and
- H. WHEREAS, the remaining PROJECT cost for the Environmental, PS&E, ROW, and Construction phases will be estimated as part of this PSR/PDS and if the PROJECT progresses to such phases the PROJECT costs shall be funded with 5.10% Development Share funds and 94.9% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan and Policy 40005 VFI-33; and
- I. WHEREAS, roles and responsibilities of future phases of the PROJECT will be addressed in separate agreements.

NOW, THEREFORE, the Parties agree to the following:

### **III. AUTHORITY RESPONSIBILITIES**

AUTHORITY agrees:

- A. To be lead agency on Project Management and Planning and to diligently undertake and complete Planning work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Project Management of the PROJECT cost an amount not to exceed \$94,900 as shown in Attachment A. Under no circumstances is the total combined AUTHORITY contribution for the Planning Phase to exceed \$582,686 without an amendment to this agreement.
- C. To prepare and submit to CITY an original signed invoice for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.

- D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management and Planning work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- E. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management and Planning costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Management and Planning work activities.
- F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.
- I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- J. To provide CITY an opportunity to review and comment on the Planning documents.

#### IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$5,100 towards SANBAG Project Management of the PROJECT cost as shown in Attachment A. Under no circumstances is the total combined CITY contribution for the Planning Phase to exceed \$31,314 without an amendment to this Agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original signed invoice in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.

- C. 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 AUTHORITY 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 CITY when planning on conducting additional audits.
- D. To designate a responsible staff member at no cost to the Project that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.
- E. To complete review and provide comments on the Project documents within 10 working days of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

#### V. **MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management and Planning work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties. This Agreement neither binds nor commits AUTHORITY to complete this Planning Phase if the cost exceeds the amount of this Agreement nor to proceed to and fund any further phases of the Project.
- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. Neither AUTHORITY nor any officer, director, employee or agent 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 AUTHORITY, its officers, directors, employees or agents 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.

- E. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents 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 AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- F. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- G. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- H. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- I. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- J. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- K. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- L. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- M. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.

- N. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- O. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs D and E of this Section.
- P. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- Q. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

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

If to CITY: Dr. David Kolk  
 Department of Public Works  
 160 South 10th Street  
 Colton, CA 92324  
 Telephone: (909) 370-6199

- R. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

**SIGNATURES ON FOLLOWING PAGE:**

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 15-1001228  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and CITY OF COLTON**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF COLTON**

By: \_\_\_\_\_  
Ryan McEachron  
President, Board of Directors

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
CITY Attorney

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: 15-1001228 I-10 Mt Vernon PSR Coop [Revision 1] (2481 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

### Attachment A

#### PROJECT DESCRIPTION

The CITY of COLTON and AUTHORITY propose to develop a PSR/PDS studying two build alternatives for providing improvements to Mount Vernon Ave at Interstate 10.

#### PROJECT FUNDING TABLE

Public Share: 94.9%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 5.10%

Local Jurisdictional Split of the DIF Share: COLTON 100%

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report/Project Development Support	\$415,000	\$393,835	\$21,165
Caltrans PSR/PDS Review	\$99,000	\$93,951	\$5,049
SANBAG Project Management	\$100,000	\$94,900	\$5,100
Total	\$614,000	\$582,686	\$31,314

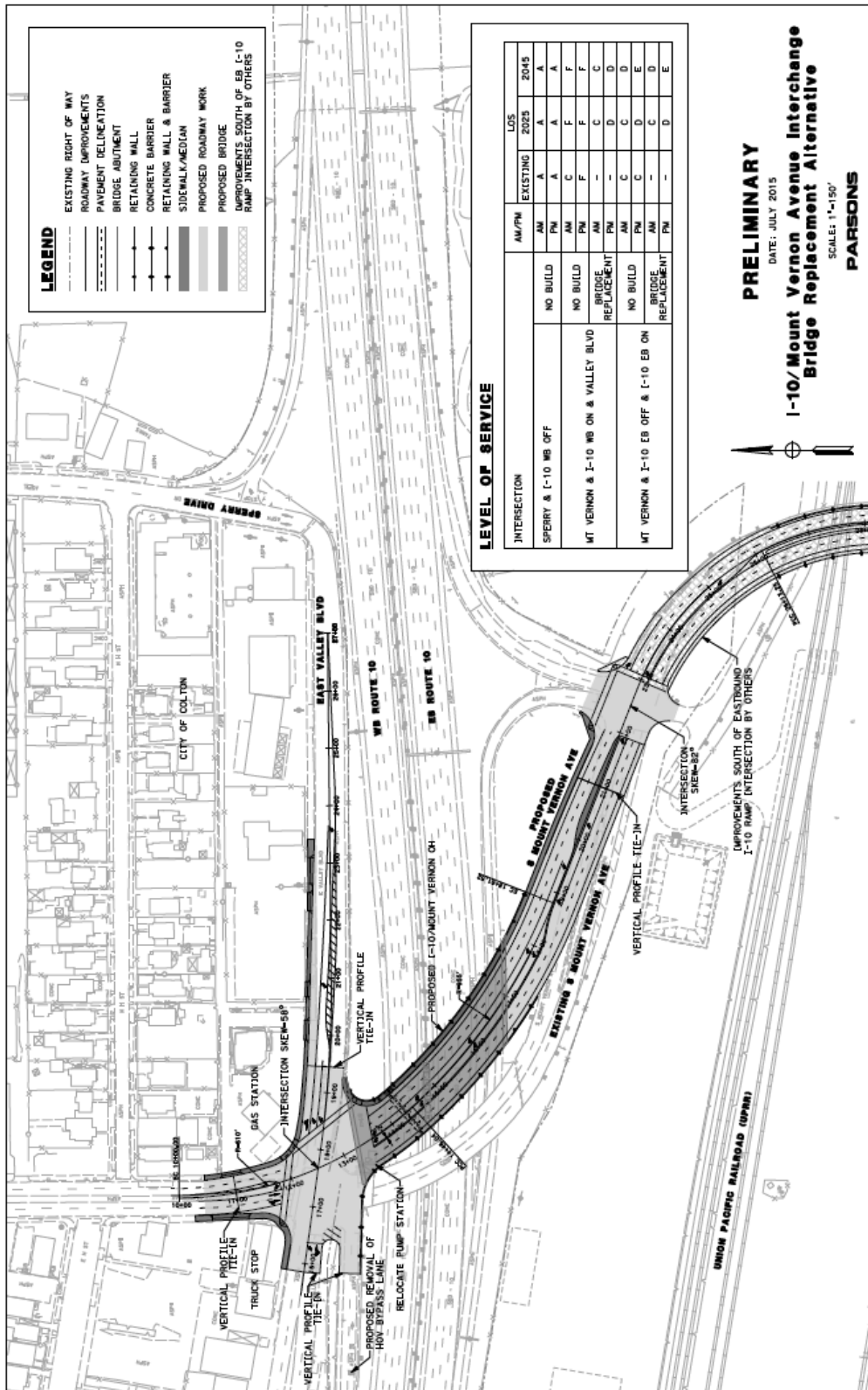
\* Caltrans coordination has not occurred to determine the level of the planning document. A low level document is assumed with two build alternatives.

Attachment: 15-1001228 I-10 Mt Vernon PSR Coop [Revision 1] (2481 : I 10/Mount Vernon Co-Ops & RFP for the PSR)



Attachment B

CONCEPTUAL BUILD ALTERNATIVE



Attachment: 15-1001228 I-10 Mt Vernon PSR Coop [Revision 1] (2481 : I 10/Mount Vernon Co-Ops & RFP for the PSR)



**Attachment B**

**CONCEPTUAL BUILD ALTERNATIVE**



City of Colton  
Hook Ramp Alternative  
Figure A

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001423 Amendment No.: - Vendor No.: 0456  
 Vendor/Customer Name: Caltrans Sole Source?  Yes  No  
 Description: I-10 / Mount Vernon Avenue PSR-PDS Cooperative Agreement  
 Start Date: 2/3/2016 Expiration Date: 2/3/2019 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: 15-1001228

Dollar Amount			
Original Contract	\$ 99,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 99,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 99,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve contract 16-1001423

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Chad Costello

Attachment: CSS-C16-1001423 (2481 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

## **COOPERATIVE AGREEMENT**

### **Project Study Report – Project Development Support (PSR-PDS)**

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

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

### **RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per Government Code 65086.5.
2. SANBAG desires that a project initiation document (PID) be developed for *improvements at Interstate 10 (I-10)/Mount Vernon Avenue* within the State Highway System (SHS), referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS) PID.
4. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
5. SANBAG is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS. If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review.
6. CALTRANS will review and approve the PID prepared by SANBAG; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps, will actively participate in the project delivery team (PDT) meetings, and will complete any work elements identified in the SCOPE SUMMARY of this Agreement. All CALTRANS' activities will be done as reimbursed work. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

## ROLES AND RESPONSIBILITIES

7. SANBAG will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of SANBAG by a Civil Engineer registered in the State of California.
8. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement. SANBAG will complete the work elements assigned to it on the SCOPE SUMMARY. Work elements marked with "N/A" on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the *Workplan Standards Guide for the Delivery of Capital Projects* available at [www.dot.ca.gov/hq/projmgmt/guidance.htm](http://www.dot.ca.gov/hq/projmgmt/guidance.htm).
9. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.
10. CALTRANS will complete a review of the draft PID and provide its comments to SANBAG within sixty (60) calendar days from the date CALTRANS receives the draft PID from SANBAG. SANBAG will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by SANBAG, CALTRANS will complete those reviews within thirty (30) calendar days from the date CALTRANS received the draft PID from SANBAG.
11. After SANBAG revises the PID to address all of CALTRANS' comments and submits a revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within thirty (30) calendar days from the date CALTRANS receives the revised draft PID from SANBAG. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, SANBAG will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The thirty (30) day CALTRANS review period will be stalled during that time and will continue to run after SANBAG provides the required data.

12. CALTRANS will perform its review and approval in accordance with the provisions of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing independent quality assurance (IQA) to verify that quality control/quality assurance (QC/QA) meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by SANBAG under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.
13. PID preparation, except as set forth in this Agreement, is to be performed by SANBAG. Should SANBAG request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, SANBAG shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.

### **INVOICE AND PAYMENT**

14. SANBAG agrees to pay CALTRANS, an amount not to exceed \$99,000.
15. CALTRANS will draw from state and federal funds that are provided by SANBAG without invoicing SANBAG when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
16. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.
17. CALTRANS will invoice SANBAG for a \$10,000 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.
18. Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's expenditures.
19. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
20. If an executed Program Supplement Agreement (PSA) or STIP (Statewide Transportation Improvement Program) Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SANBAG will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.



21. If SANBAG has received Electronic Funds Transfer (EFT) certification from CALTRANS then SANBAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
22. If CALTRANS reimburses SANBAG for any costs later determined to be unallowable, SANBAG will reimburse those funds.
23. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

### **GENERAL CONDITIONS**

24. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
25. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, PARTNER will notify CALTRANS within 24 hours of discovery.
26. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
27. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of SANBAG in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.
28. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
29. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

30. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
31. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this Agreement. It is understood and agreed that SANBAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under this Agreement.
32. If work is done under contract (not completed by SANBAG's own employees) and is governed by the California Labor Code's definitions of a "public works" (section 1720(a)), SANBAG will conform to sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
33. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
34. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.



## **DEFINITIONS**

**PARTNER** – Any individual signatory party to this Agreement.

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

**SCOPE SUMMARY** – The attachment in which each PARTNER designates its responsibility for the completion of specific work elements as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

## **CONTACT INFORMATION**

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

**The primary Agreement contact person for CALTRANS is:**

Matthew Maestas, Project Manager  
464 West 4th Street, 6th Floor, (MS-1229)  
San Bernardino, CA 92401-1400  
Office Phone: (909) 383-4825  
Email: matthew.maestas@dot.ca.gov

**The primary Agreement contact person for SANBAG is:**

Chad Costello, Project Manager  
1170 W 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715  
Office Phone: 909-381-7000

**SIGNATURES**

PARTNERS declare that:

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

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
John Bulinski  
District 8 Director

By: \_\_\_\_\_  
Ryan Mceachron  
Board President

**Certified as to funds:**

**Attest:**

By: \_\_\_\_\_  
Lisa Pacheco  
District Budget Manager

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

**Approved as to form and procedure:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

Attachment: C16-1001423-Caltrans CA-11-19-15 (2481 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

## SCOPE SUMMARY

WORK ELEMENT	CALTRANS	SANBAG	N/A
0.100.05.05.xx - Quality Management Plan		X	
0.100.05.05.xx - Risk Management Plan		X	
0.100.05.05.xx - Communication Plan		X	
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	X		
0.100.05.10.xx - Independent Quality Assurance (IQA)	X		
0.100.05.10.xx - Project Development Team Meetings	X	X	
1.150.05.05 - Review of Existing Reports Studies and Mapping		X	
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	X		
1.150.05.10 - Geological Hazards Review		X	
1.150.05.10.xx - Provision of Existing Geological Information	X		
1.150.05.15 - Utility Search		X	
1.150.05.15.xx - Provision of Existing Utility Information	X		
1.150.05.20 - Environmental Constraints Identification		X	
1.150.05.20.xx - Provision of Environmental Constraints Information	X		
1.150.05.25 - Traffic Forecasts/Modeling		X	
1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information	X		
1.150.05.30 - Surveys and Maps for PID		X	
1.150.05.30.xx - Provision of Existing Surveys and Mapping	X		
1.150.05.35 - Problem Definition		X	
1.150.05.45 - As-Built Centerline and Existing Right of Way	X		
1.150.05.xx - Provision of Existing District Geotechnical Information	X		
1.150.10.05 - Public/Local Agency Input		X	
1.150.15.05 - Right of Way Data Sheets		X	
1.150.15.10 - Utility Relocation Requirements Assessment		X	
1.150.15.15 - Railroad Involvement Determination		X	
1.150.15.25 - Preliminary Materials Report		X	
1.150.15.35 - Multimodal Review		X	

<b>WORK ELEMENT</b>	<b>CALTRANS</b>	<b>SANBAG</b>	<b>N/A</b>
1.150.15.40 - Hydraulic Review		<b>X</b>	
1.150.15.50 - Traffic Studies		<b>X</b>	
1.150.15.55 - Construction Estimates		<b>X</b>	
1.150.20.05 - Initial Noise Study		<b>X</b>	
1.150.20.10 - Hazardous Waste Initial Site Assessment		<b>X</b>	
1.150.20.15 - Scenic Resource and Landscape Architecture Review		<b>X</b>	
1.150.20.30 - Initial Records and Literature Search for Cultural Resources		<b>X</b>	
1.150.20.50 - Initial Water Quality Studies		<b>X</b>	
1.150.20.60 - Preliminary Environmental Analysis Report Preparation		<b>X</b>	
1.150.20.65 - Initial Paleontology Study		<b>X</b>	
1.150.25.05 - Draft PID		<b>X</b>	
1.150.25.20 - PID Circulation, Review, and Approval	<b>X</b>		
1.150.25.25 - Storm Water Data Report		<b>X</b>	
1.150.35 - Required Permits During PID Development		<b>X</b>	
1.150.40 - Permit Identification During PID Development		<b>X</b>	
1.150.45 - Base Maps and Plan Sheets for PID		<b>X</b>	

# **ATTACHMENT A**

## **DRAFT SCOPE OF WORK**

for Interstate 10 (I-10) Mount Vernon Avenue Interchange Project

Attachment: Mt-Vernon Draft SOW (2481 : I 10/Mount Vernon Co-Ops & RFP for the PSR)

## DRAFT SCOPE OF WORK

### OVERVIEW

San Bernardino Associated Governments, acting as San Bernardino County Transportation Authority (“SANBAG”) is seeking professional services for the development of a Project Study Report/Project Development Support (PSR/PDS) Project Initiation Documents (PID) for the Interstate 10 (I-10) Mount Vernon Avenue Interchange Project (“Project”) in the City of Colton. SANBAG Sales Tax Measure I Funds and City Funds will be used to cover the cost of the preparation of the PSR/PDS.

The Mount Vernon Avenue Interchange is located in the City of Colton on I-10 at Post Mile 23.25, approximately 0.54 miles east of the 9th Street Interchange and about 1.0 miles west of the Interstate 215 Interchange.

The PID will utilize existing available information to identify support costs for the work and studies needed to complete the Project Approval and Environmental Document (PA&ED) phase and to gain Caltrans approval to advance the project.

The PID may lead to the determination that there is only one viable build alternative.

For purposes of the RFP, assume the following delivery schedule:

<b>PSR-PDS      May 2016 – September 2017</b>
---

### APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SANBAG, Caltrans, San Bernardino County (County) and City of Colton (City) regulations, policies, procedures, manuals, and standards where applicable. Consultant shall obtain, at its expense, all applicable Manuals and Standard Plans in order to complete the project work.

#### I. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. Consultant Services include the studies, reports and drawings necessary to complete the PID phase and obtain Caltrans approval.
- C. SANBAG may include optional consultant services that include the studies, reports and drawings necessary to complete the PA&ED phase and obtain Caltrans approval.
- D. The deliverables list for the PID will be refined during the planning and scoping PDT meetings. Not all deliverables may be required.
- E. Develop and maintain a Project schedule utilizing the Primavera P6 Project Management, Release 7.0 software. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting and electronic files to be provided as requested to SANBAG. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.



- F. Identify the anticipated Caltrans Fact Sheets for Design Exceptions needed to document non-standard features necessary to advance the project into the next phase of development. Fact Sheets will be developed for Caltrans approval in the future follow-on PA/ED phase.
- G. Employ quality control procedures that identify potential risks and uncertainties related to development and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstance that could pose potential risk, Consultant shall notify SANBAG immediately.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation is the Caltrans Workplan Standards Guide for Delivery of Capital Projects will be used. Project Management will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. The PID phase will include project cost estimates of sufficient detail necessary for project fund programming purposes.
- J. It is SANBAG's practice to involve the community in the projects. Assume that preparation and materials may be needed to communicate to the public, city staff and stakeholders as part of the PID phase.

## II. ASSUMPTIONS

- A. The Consultant will develop and evaluate up to two build and one no-build alternatives to address the operational deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative. Alternatives will consider improvements ranging from on- and off-ramp widening to interchange reconfiguration/reconstruction. At the conclusion of this evaluation, one alternative will be carried forward for further development and analysis.
- B. Assume there will be three meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.
- C. Assume 20 hard copies and 3 CDs of all major deliverables. Consultant will coordinate with SANBAG and Caltrans prior to distribution of all deliverables to determine the points of contact and confirm the number of hard copies and format of soft copies.
- D. Assume one SANBAG peer review and revisions prior to each major deliverable. Assume one local agency review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.

## III. SUMMARY OF TASKS REQUIRED PER CALTRANS WORK BREAKDOWN STRUCTURE FOR THE PSR-PDS

The following is a summary of anticipated tasks outlined in the Caltrans Work Breakdown Structure (WBS) necessary to complete the PID phase and obtain Caltrans approval. Consultant shall refer to the Caltrans Project Development Procedures Manual (PDPM), including Appendix S, for the specific guidelines of completing the PSR-PDS documentation. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not identified

in this summary.

### **Task 100 Project Management**

The services provided include the initiation and planning, execution, control and close out of the project. Tasks include:

- Initiation and planning of the project.
- Overall project management and supervision of project staff to facilitate the performance of the work.
- Coordination with stakeholders, including city, county, state, and federal regulatory agencies.
- Coordinate with members of the Project Development Team (PDT).
- Tracking progress of the work.
- Administering subcontracts and directing their work.
- Planning and leading public workshops (as appropriate)
- Preparing progress reports using the WBS described in the Caltrans Workplan Standards Guide for the Delivery of Capital Projects.
- Conducting meetings over the Project Period of Performance.
- Preparation and distribution of agendas prior to the meetings, preparation of meeting minutes and distribution of minutes within five working days after the meetings.
- Organizing the Kick-off Pre-PID Meeting with Caltrans, SANBAG, and Project stakeholders to define the project and project limits, review roles and responsibilities, and determine which deliverables are necessary to meet the Project approval requirements.
- Development and maintenance of the Work Plan and Project Schedules throughout the Project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The schedule will be prepared using the Critical Path Method. Corrective or remedial actions to recover schedule loss will be included.
- Develop and use a Project Specific Quality Assurance and Quality Control Plan in conformance with Section V.
- Development and use a Project Management Plan.
- Development and use a Risk Management Plan.
- Development and use a Document Control Plan.

#### **Deliverables:**

- Pre-PID meeting, PDT meeting notices, agendas, handouts, and minutes
- Public meeting notices, presentation materials, handouts and documentation of comments received.
- Presentation materials consisting of agendas, previous meeting minutes, current schedule and deliverables matrix, current plans and action item log.
- Monthly Project Master Schedule delivered one week prior to the PDT meeting.
- Project Master Schedule in electronic format delivered as requested.
- Project specific Project Specific Quality Assurance and Quality Control Plan
- Project Management Plan
- Project specific Risk Management Plan
- Document Control Plan
- Final copy of all major deliverables during close-out

### **Task 150 Project Initiation Documents**

#### **Overview of PSR-PDS**

Work involves the preparation, review, and approval of a Project Initiation Document. Prior to starting these activities, the Consultant will host a scope definition meeting to determine which PID (PSR/PDS) documents are required. Consultant will obtain and reviewing all relevant reports, studies, mapping or other information available in relation to the project. A Pre-PID meeting should be held to discuss the purpose and need, identify deficiencies and complete the Design Scoping Index and include with the meeting minutes for the PDT.

**Problem Definition:** Analyze available information to resolve and determine the project's need and purpose. Determine the existing and future Level of Service (LOS) in the no-build scenario and analyze all available traffic information and volumes. Develop consensus on the Purpose and Need Statement and provide appropriate documentation for the PDT.

**Alternatives Development:** This activity includes development of potential alternatives and reaching consensus with internal/external stakeholders that will be addressed in the PID. This activity is anticipated to consider up to two build alternatives and one no build alternative.

**Project Initiation Documents:** The PSR-PDS document is used to gain approval for the project studies to move into the follow-on Project Approval and Environmental Document (PA&ED) phase. The PSR-PDS is used to estimate and program the capital outlay support cost necessary to complete the studies and work needed during PA&ED. The required information is reduced with much of the detail being completed during PA&ED. The document requirements are defined in Appendix S of the Caltrans Project Development Manual. Specific requirements will be defined in the PDT planning session.

### **PSR-PDS Activities**

As outlined within the PDPM Appendix S, the anticipated activities for the PSR-PDS including the following work items listed below. Contractor is to meet with the Project Manager to obtain concurrence on the specific tasks required and perform a schedule review prior to initiating the work. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not identified in this summary.

**A. Surveys and Maps:** Efforts include the compilation and delivery of existing survey and boundary information to complete the PSR-PDS including:

- Topography and/or Aerial Photography Mapping

**B. Engineering Studies (as appropriate):**

- Preliminary Geometric Plans, Horizontal and Vertical Alignments
- Drainage and Best Management Practices (BMP)
- Preliminary Structures Improvement Plan: This task includes all efforts required to develop, review, approve and distribute a preliminary structure plans to identify the structural scope of work and preliminary cost.
- Utility Locations: Review the existing plans, as-builts and perform field investigation and a field review of the area. Identify utility needs, inspect facilities and prepare a utility estimate for inclusion in the ROW Data Sheets.
- Geotechnical Report: The task includes efforts required to prepare a Geotechnical Report which typically consists of field reviews, researching existing files, literature reviews and information gathering, such as proposed plans/alternatives and location history.

- Storm Water Data Report: In general, a Storm Water Data Report (SWDR) is required for every project. Depending upon the extent of soil disturbance and degree of storm water impacts a short form may be used. Caltrans concurrence is required.
- Value Analysis: The project has limited scope and options. A VA may not be required.
- Hydraulic/Hydrology Studies: The task includes review and inspection of existing facilities to determine the need to upgrade or replace the existing drainage system and culvert inspection study
- ADA Compliance site review

### **C. Transportation Problem Definition and Site Assessment:**

- Compile and review existing background information that may impact the alternatives under consideration.
- Review existing reports studies and mapping including planning documents, field reviews, as-builts, base mapping, existing surveys and ROW maps, Caltrans traffic data (PEMS), TASAS and Pavement Management System (PMS) adjacent projects under development as appropriate.
- Develop project constraints and information required to determine the extent of the existing problem and future needs including discussions with internal and external stakeholders.
- Analyze the existing problem and future requirements to determine the project's need and purpose.

### **D. Traffic Studies**

- Preliminary Traffic Methodology Memo
- Transportation Planning Scoping Information Sheet (TPSIS)
- Traffic Engineering Performance Assessment (TEPA)
- Conceptual Staging Plan and Transportation Management Plan
- Multimodal Review: This review addresses temporary construction and permanent impacts as well as possible improvements to:
  - Pedestrian facilities
  - Bicycle facilities
  - Transit facilities
- Intersection Control Evaluation: Caltrans Policy Directive, October 2013, requires that all capital projects evaluate the use of alternative intersection control designs, specifically, roundabouts, single point interchanges and diverging diamonds. The reviews include footprint reduction, improved LOS, elimination of left turn lanes, costs including maintenance and operations, and safety.

### **E. Preliminary Environmental Analysis Report (PEAR)**

It is anticipated that the Contractor will be required prepare a PEAR for support of the PSR/PDS. The PEAR includes:

- Discussion of potential impacts related to alternatives capable of functioning adequately meeting Caltrans policies.
- A discussion of environmental resources and a description of the potential project issues or impacts, which could delay the project or affect any project alternative.
- Description of studies that are needed to complete an environmental evaluation.

- A recommended environmental determination/documentation and a tentative schedule for its completion. If an environmental document is required, specify the lead agency for its preparation.
- An initial site assessment (ISA) for hazardous waste, if the project includes the purchase of new right-of-way, excavation, and/or structure demolition or modification
- Identification of required or anticipated permits or approvals.

#### **IV. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS**

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SANBAG for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SANBAG Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SANBAG for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SANBAG for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

##### Project Introduction and Scope:

1. Project description
2. Scope of work
3. Quality objectives
4. List of deliverable documents for each milestone submittal

##### Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

5. A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
6. Organization chart showing project staff and lines of QA and QC authority and communications.

7. List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

8. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

9. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SANBAG, Caltrans Reviews:

10. Formal external (SANBAG and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
11. Processes for SANBAG Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

12. Quality procedures related to interdisciplinary design review (IDR) process.
13. Technical review of environmental reports.

Management of Requirements:

14. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SANBAG and local municipalities.
15. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

16. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
17. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

18. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
  - QC testing and validation of computer software used for the calculations
  - Checking of calculations and data (hand calculations and computer calculations input and output)
  - Checking of drawings and exhibits
  - Checking of specifications and contract documents
  - Checking of quantities and cost estimates
  - Review of studies or report-type documents
  - QC of CADD-produced documents

19. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

20. The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
21. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

22. Quality Records list or definition.

Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.



## *Minute Action*

AGENDA ITEM: 9

**Date:** *February 3, 2016*

**Subject:**

Amendment 2 to I-10/Tippecanoe Interchange Construction Management Contract with Simon Wong Engineering

**Recommendation:**

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

A. Approve Amendment No. 2 to Contract No. C13130 with Simon Wong Engineering, Inc. A Wholly Owned Subsidiary of Kleinfelder West, Inc., for an additional \$350,000.00 for a revised not-to-exceed amount of \$2,825,000.00.

B. Approve an increase in contingency amount for Contract No. C13130 of \$100,000.00 for a revised amount of \$347,500.00 and authorize the Executive Director or designee to release contingency as necessary for the project.

**Background:**

On October 2, 2013, the Board of Directors approved the award of Contract No. C13130 to Simon Wong Engineering for Construction Management services for the Interstate 10 (I-10) Tippecanoe Interchange Improvement Project – Phase II in an amount not-to-exceed \$2,475,000.00 and a contingency amount of \$247,500.00. In June 2015, the Board approved Amendment No. 1 that modified the insurance requirements.

On February 12, 2015, work on the project started with a 218 working day schedule and an original completion date of February 19, 2016. The project as of November 30, 2015, is approximately 45% complete however, 76% of the time to complete has elapsed. The current completion date is May 20, 2016. Delays to the project are attributed to numerous issues including a late start by the contractor, contractor procurement and installation delays, project delays due to unknown buried manmade object (septic tanks, water line, water meters, gas lines,) changes in soil conditions, utility relocations issues, weather delays, and right-of-way issues.

In November 2015, Simon Wong Engineering advised staff that due to the extended construction duration that additional funds would be needed to provide construction management services through construction completion in May 2016, plus an estimated two (2) months for project closeout. Staff has met with the consultant, reviewed their estimate of cost to complete and negotiated an increase in fee of \$350,000.00 for a total not to exceed amount of \$2,825,000.

Staff also recommends the contingency be increased by \$100,000 for a total contingency of \$347,500.00. The total not-to-exceed amount, including contingency, is \$3,172,500.00. The increase to this contract can be funded from \$154,872 Demo, \$20,512 TCIF, and \$274,616.00 Measure I savings realized in the construction phase for Phase I so that there is no net increase to the total project cost.

**Entity:** *CTC*

Board of Directors Agenda Item

February 3, 2016

Page 2

***Financial Impact:***

This item is consistent with the adopted SANBAG Fiscal Year 2015/2016 Budget under Task No. 0830 Interchange Projects (Subtask 0842).

***Reviewed By:***

This item was reviewed and recommended for approval (18-0-2; Abstained: McEachron and Tahan) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the amendment.

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 15-1001143-C13130 Amendment No.: 2 Vendor No.: 02864  
 Vendor/Customer Name: Simon Wong Engineering Sole Source?  Yes  No  
 Description: Construction Management Services I 10 Tippecanoe Ave. IC Phase 2  
 Start Date: 8/20/2014 Expiration Date: 12/31/2017 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C12196,R10200, C12183, C14164

Dollar Amount			
Original Contract	\$ 2,475,000.00	Original Contingency	\$ 247,500.00
Revised Contract (Inclusive of Prior Amendments)	\$ 2,475,000.00	Revised Contingency (Inclusive of Prior Amendments)	\$ 247,500.00
Current Amendment	\$ 350,000.00	Contingency Amendment	\$ 100,000.00
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 2,825,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ 347,500.00</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 3,172,500.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve Amendment # 2 C13130 and increase Contingency

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: \_\_\_\_\_ % Maximum Retention: \$ \_\_\_\_\_  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal 26%

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Mike Barnum

Attachment: C13130-02 CSS (2485 : Amendment No. 2 to C13130 Simon Wong Tippecanoe IC Phase 2)

**AMENDMENT NO. 2 TO CONTRACT NO. C13130**

**FOR**

**CONSTRUCTION MANAGEMENT SERVICES FOR I-10 TIPPECANOE AVENUE**

**INTERCHANGE PHASE 2 PROJECT**

**(SIMON WONG ENGINEERING, INC.)**

This AMENDMENT No. 2 to CONTRACT No. C13130 is made by and between Simon Wong Engineering, Inc, a wholly-owned subsidiary of Kleinfelder West, Inc. (“CONSULTANT”) and the San Bernardino County Transportation Commission (“AUTHORITY”):

**RECITALS:**

- A. AUTHORITY, under Contract No. C13130 (“Contract”), dated August 20, 2014, has engaged the services of CONSULTANT to provide Construction Management Services for the I-10 Tippecanoe Avenue Interchange Phase 2 Project;
- B. On July 23, 2015, AUTHORITY and CONSULTANT entered into Amendment No. 1 replacing contract language regarding insurance under Article 19.1 “Professional Liability”.
- C. AUTHORITY and CONSULTANT desire to further amend the Contract Allowable Cost to provide for construction management services through project closeout activities.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY agree as follows:

1. Section 5.1 under Article 5 “ALLOWABLE COST AND PAYMENTS” is deleted and replaced in its entirety to read as follows:

“5.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work in compliance with all the terms and conditions of this contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant’s performance of Services and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), and shall not exceed \$2,825,000.00, unless authorized by a contract amendment. CONSULTANT is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant’s estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Attachment B, which is attached herein and by this reference, incorporated in and made part of this Contract.”

2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 2, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
4. This Amendment No. 2 is effective upon execution by AUTHORITY.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 below.

**SIMON WONG ENGINEERING, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Marc McIntyre, PE  
Vice President/Principal-in Charge

By: \_\_\_\_\_  
Ryan McEachron  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: C13130-02 - Simon Wong Engineers Amendment (2485 : Amendment No. 2 to C13130 Simon Wong Tippecanoe IC Phase 2)

## *Minute Action*

### AGENDA ITEM: 10

**Date:** *February 3, 2016*

**Subject:**

New Contracts 16-1001356, 16-1001432, and 16-1001433 for Public Outreach Services for Major Projects Program

**Recommendation:**

That the following be approved by the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve Contract Nos. 16-1001356, 16-1001432, and 16-1001433 with Caltrop Engineering, Simon Wong Engineering, and Michael Baker International, respectively, to serve on a consultant bench for On Call Public Outreach Services for the Major Projects Program in a total amount not to exceed \$800,000.00, collectively, for a term of four years.

**Background:**

The San Bernardino County Transportation Authority's (SANBAG) Major Projects Program manages more than 25 capital roadway improvement projects through various stages of project delivery ranging from conception to completion. Public outreach efforts associated with this program are typically subcontracted out to either an Architecture or Engineering (A&E) firm managing one of the pre-construction deliverables or a construction management team who oversees the construction contractor. The SANBAG Legislative and Public Affairs Department has traditionally provided input to these efforts, but has had limited authority over these activities since they are not the primary client to the public outreach consultant. As a result, these subcontracts require additional layers of approvals for activities that are often time-sensitive, or they result in inefficiencies in outreach service delivery due to different firms being assigned to neighboring projects.

Staff proposes to change how these services are procured in order to provide enhanced responsiveness to the public and to changing conditions in the field. In addition, this shift in approach helps to provide additional procurement opportunities to firms who may not traditionally subcontract with larger construction and engineering firms for these types of projects. It is intended that the technical team and the outreach team will continue to coordinate closely to ensure that the project details, schedules, and impacts are clearly understood and communicated.

By ensuring that public outreach consultants directly report to the Legislative and Public Affairs Department, we can offer a coordinated, multi-tiered public outreach program to generate additional public involvement, educational opportunities, safety awareness programs, and impact mitigation for the projects within this program by developing a bench of consultants for these efforts. This will help direct the work to the most appropriate firm, depending on the skill sets of the individual firms and costs relative to the outreach needs at that time. This approach will also

**Entity:** *CTA*

streamline delivery of the outreach effort, as well as optimize expenditures to reach a greater number of interested parties.

Specifically, teams will be tasked with providing public outreach using a variety of strategies, including, but not limited to:

- Community briefings
- Public hearings/meetings
- Media relations
- Digital engagement
- Website development and management
- Event coordination and management

On October 7, 2015, the SANBAG Board of Directors authorized the advertisement of Request for Proposals (RFP) 16-1001356 for On-Call Public Outreach for the Major Projects Program. It was sent electronically to approximately one hundred ten (110) consultants registered on Planet Bids. Out of the 110 consultants contacted, twenty-nine (29) potential bidders downloaded the RFP packet from PlanetBids. The solicitation was issued in accordance with current SANBAG policies and procedures for professional services.

The RFP was posted on SANBAG's website in response to a request from Tim Watkins to engage firms to provide On-Call Public Outreach Services for our Major Projects Program. A Pre-Proposal meeting was held on October 15, 2015, and was attended by eight (8) firms. Addendum No. 1 was issued on October 15, 2015, posting the attendance list for the pre-proposal conference and on November 02, 2015, Addendum No. 2 was issued responding to questions received with responses from SANBAG as well as the posting the proposal due date extension.

Ten (10) proposals were received by the date and time specified in the RFP. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by the Procurement Analyst and found the proposals in compliance with RFP requirements and no extraordinary exceptions.

**November 10, 2015 – Evaluation Committee Members:**

The proposals were disseminated to all evaluation committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form was also distributed to the committee members. The Evaluation Committee was comprised of three SANBAG staff and one Caltrans employee.

**November 18, 2015 - Evaluation Committee Meeting:**

Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on November 18, 2015, and discussed each proposal according to the evaluation criteria, including the proposal strengths and weaknesses. The Procurement Analyst provided information regarding the reference checks of the firms. An average of three (3) reference checks per vendor was electronically mailed to firms with a copy of SANBAG's questionnaire receiving positive feedback from eight (8) firms. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria: *Qualifications, Related Experience of the Firm* – **30 points**,



*Proposed Staffing and Project Organization – 20 points, Technical Approach/Work Plan – 30 points, and Cost - 20 points.*

Based on the scoring, the firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed in alphabetical order were: Caltrop Engineering, Circle Point, Katherine Padilla & Associates, Michael Baker International, Simon Wong Engineering and Westbound.

Minor variances in the criteria scores were noted and discussed. Full detail of the scores is included in the Contract Audit File.

At the evaluation meeting, the committee also determined the format for the interview phase. Interviews consisted of the following: 5-minute Set-up, 10-minute Introduction and Presentation, 30-minute Questions & Answers, and 5-minute Closing Statement.

#### **December 03, 2015 - Interviews:**

Interviews were conducted with the short-listed firms. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the technical review and interviews is 50% technical and 50% interviews.

#### **EVALUATION COMMITTEE RECOMMENDATION SUMMARY**

The ranked firms were Caltrop Engineering, Simon Wong Engineering and Michael Baker International as determined by the combined scores of the proposal evaluation (technical review) and interviews.

The Committee considered all three (3) Offerors qualified to perform the work specified in the RFP. The goal of this RFP was to select a pool of firms to use in different phases and for different tasks as needed. The committee limited their selection to the top three ranking firms based on their knowledge and experience in the industry, the work plan and project approach, cost, and the clear score disparity between the top firms and the remaining teams. Each firm selected demonstrated the capacity to perform the services identified in the RFP bringing their unique expertise to the table offering a pool of firms for SANBAG to utilize.

As a result of the scoring, the evaluation committee recommends that the contracts to perform the scope of work as outlined in RFP 16-1001356 be awarded to **Caltrop Engineering, Simon Wong Engineering, and Michael Baker International** to serve as a bench, with contract task orders (CTOs) issued on a task-by-task proposal and evaluation basis to determine the most qualified firms for the various projects. The three selected firms scored within less than five points of each other in technical scores and overall scores. The firms clearly demonstrated a thorough understanding of the scope of work and differentiated themselves from unselected teams in innovation and creativity toward anticipated tasks. Expertise in areas of media relations, project impact mitigation, public accessibility, and quality control was challenged throughout the evaluation. The selected firms scored significantly higher than the competition. Evaluation forms and reference checks are located in the Contract Audit File.

#### ***Financial Impact:***

The item is consistent with the adopted Fiscal Year 2015/2016 budget for various tasks within the Major Projects Program.

Board of Directors Agenda Item  
February 3, 2016  
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***Reviewed By:***

This item was reviewed and recommended for approval (17-0-3; Abstained: Ramos, McEachron, and Tahan) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contracts.

***Responsible Staff:***

Tim Watkins, Chief of Legislative and Public Affairs

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001356 Amendment No.: \_\_\_\_\_ Vendor No.: 0361  
 Vendor/Customer Name: CALTROP ENGINEERING CORP Sole Source?  Yes  No  
 Description: On-Call Public Outreach Services  
 Start Date: 2/3/2016 Expiration Date: 1/31/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C13040

Dollar Amount			
Original Contract	\$ 266,666.00	Original Contingency	\$ 266,666.00
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment		Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 266,666.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ 266,666.00</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 266,666.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve contract 16-1001356

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Tim Watkins

**Attachment: 16-1001356 - CSS Public Outreach Caltrop (2500 : On-Call Public Outreach)**

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001432 Amendment No.: \_\_\_\_\_ Vendor No.: 02864  
 Vendor/Customer Name: Simon Wong Engineering Sole Source?  Yes  No  
 Description: On-Call Public Outreach Services  
 Start Date: 2/3/2016 Expiration Date: 1/31/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C13040

Dollar Amount			
Original Contract	\$ 266,666.00	Original Contingency	\$ 266,666.00
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment		Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 266,666.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ 266,666.00</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 266,666.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve contract 16-1001432

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Tim Watkins

**Attachment: 16-1001432 - CSS Public Outreach Simon Wong (2500 : On-Call Public Outreach)**

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001433 Amendment No.: \_\_\_\_\_ Vendor No.: 03168  
 Vendor/Customer Name: Michael Baker Sole Source?  Yes  No  
 Description: On-Call Public Outreach Services  
 Start Date: 2/3/2016 Expiration Date: 1/31/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C13040

Dollar Amount			
Original Contract	\$ 266,666.00	Original Contingency	\$ 266,666.00
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment		Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 266,666.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ 266,666.00</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 266,666.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve contract 16-1001433

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Tim Watkins

Attachment: 16-1001433 - CSS Public Outreach Michael Baker (2500 : On-Call Public Outreach)

## SCOPE OF WORK

### PUBLIC OUTREACH SERVICES - MAJOR PROJECTS PROGRAM

#### 1.0 SCOPE

The scope of services to be provided under this contract includes the necessary tasks and activities that are required to provide a comprehensive public outreach effort from conception to completion for the assigned project(s) in the SANBAG Major Projects Program.

CONSULTANT shall coordinate with SANBAG Legislative and Public Affairs staff, project stakeholders, and other consultants under contract to support the SANBAG Major Projects Program. Additionally, CONSULTANT shall coordinate with any indirectly affected parties as necessary during project delivery. The Director of Legislative and Public Affairs and/or his/her designee will be the key contact and will coordinate the work of the consultant.

Some of the listed tasks may have been initiated under previous public outreach subcontracts, and the CONSULTANT shall work to transition and continue these tasks in a seamless manner.

#### 2.0 BACKGROUND INFORMATION

San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority, is actively engaged in various stages of delivery for dozens of projects in the Major Projects Program. These projects are primarily in the areas of freeway mainline, interchanges, and grade separations. Community involvement is paramount in the ongoing delivery of these projects to provide education, awareness, impact mitigation, traffic detail, and complaint resolution as it relates to the assigned project(s) or SANBAG.

The outreach actions should be accomplished through the use of conventional techniques, including public briefings, town hall meetings, educational forums, workshops, mailer and flier distribution, phone calls, and emails. This outreach should be augmented by a robust social media/electronic technology element which, at its center, will include a variety of digital engagement elements.

##### *2.1 Project Information*

The SANBAG Major Projects Program is responsible for the various deliverables for transportation improvements throughout San Bernardino County. Over the next four years, project delivery outreach will be necessary for approximately 30 projects ranging in phase of delivery from planning to construction completion. Some of those assigned project(s) will have multiple deliverables during that timeframe requiring continuity of messaging and public outreach to ensure public awareness of the projects.

Examples of the assigned project(s) being considered for outreach services include, but are not limited to:

- I-10/Tippecanoe – Landscape Maintenance
- I-10/Citrus – Landscape Maintenance
- I-10/Cherry – Landscape Maintenance
- I-10/Pepper Interchange – Construction
- SR 210/Pepper Interchange – Construction
- SR 210 Landscaping – All Phases
- SR 60 Archibald – All Phases
- I-215 Barton Road – Design, Right of Way (R/W)
- I-10/Monte Vista – Project Approval/Environmental Document (PA&ED)
- SR 210/Base Line Interchange – All Phases
- I-10/University Interchange – Planning
- I-215/University Interchange – Plans Specifications and Estimate (PS&E)

### *2.2 Need for Outreach*

The public demand for awareness of agency stewardship and project-related public impact continues to increase. The public outreach effort for the assigned project(s) is to help ensure that impacts are mitigated or reduced to a minimum to assist the project team in delivering effective transportation improvements throughout the County.

Outreach helps the resident, business owner, commuter, and recreational traveler understand the issues associated with projects in development to help manage daily, weekly, monthly, and, sometimes even longer, life schedules. Effective communication about SANBAG projects also provides the taxpayer with a better understanding of how their tax dollars are invested in the region and underscores SANBAG's stewardship responsibilities.

## **3.0 TASKS**

CONSULTANT shall work closely with SANBAG Legislative and Public Affairs staff and various SANBAG Major Projects consultant teams to facilitate community engagement throughout the applicable project(s) delivery process. The public outreach program shall contain the key elements outlined below.

### *3.1 Public Outreach Plan*

CONSULTANT shall submit a Public Outreach Plan for the assigned project(s), which creates an identity for that project and describes the CONSULTANT's approach to the tasks and activities that will be performed during the performance of the WORK.

The Public Outreach Plan should identify the key members of the public outreach team, with an organization chart, and an anticipated schedule for the performance of tasks listed herein. The Public Outreach Plan should also include the CONSULTANT's internal Quality Control review process, which should include how



deliverables will be completed and reviewed by members of the CONSULTANT team, as well as a detailed understanding of public engagement rules and regulations as it applies to the various engagement opportunities involving a public entity or agent thereof.

CONSULTANT responsibilities shall include:

- Submit a Public Outreach Plan for SANBAG review and approval within 15 days of assignment of task. The plan shall be reviewed and updated as required by significant projects changes or changes in the public outreach approach.

### 3.2 *Community Meetings*

Community meetings are an opportunity to outreach with target stakeholder groups. The objective of these meetings is to foster awareness of the project(s) and educate the public on activities that are anticipated for their community. Consultant shall expect to arrange and prepare for multiple community meetings annually. SANBAG will participate and present at meetings as appropriate.

CONSULTANT responsibilities shall include:

- Arrange and coordinate the meetings
- Coordinate the preparation of collateral materials/informational packets with SANBAG staff
- Prepare and facilitate all logistics for the meetings, in coordination with SANBAG
  - Coordinate scheduling of meetings and other related logistics
  - Open-house meetings
    - Opening presentation, stations, comment opportunities
  - Content of presentation material

### 3.3 *Projects Hotline*

Establish a SANBAG Project(s) Helpline that allows stakeholders to call in with their questions and/or comments. This toll-free number will be featured in most collateral materials and will be posted on all electronic communication (i.e., website, social media, e-blast messages). The helpline number shall be offered in English and Spanish.

To keep the helpline active and updated, CONSULTANT shall perform the following tasks:

- Regularly update outgoing bilingual (English/Spanish) messages
- Provide basic outreach information and allow callers to leave a voice message
- Monitor telephone messages left on the telephone helpline on a daily basis
- Maintain a call log, update the stakeholder database, and respond to helpline inquiries within one business day
- Send documented comments to SANBAG for review and response

- Ensure that all comments have received responses from SANBAG
- Immediately notify SANBAG Legislative and Public Affairs of key issues

### 3.4 Media Relations

Media relations tasks are intended to maximize positive coverage in the media without utilizing direct advertising. These efforts should focus on identifying opportunities for media coverage on positive developments throughout the delivery of the assigned project(s). The anticipated media relations tasks include, but are not limited to, public service announcements (PSAs), opinion editorials (op-eds), as well as mailings and paid advertising of activities and status of the projects.

All information generated for these efforts will be incorporated into the project web page, newsletter, and other forms of electronic communication. Media opportunities will be coordinated through SANBAG's Legislative and Public Affairs Department.

CONSULTANT shall perform the following tasks:

- Develop PSAs/ press releases and media advisories
- Develop initial media package
- Update media package as required
- Provide mailings and paid advertising as required to support the assigned project's delivery process
- All media relations deliverables shall be approved by SANBAG's Legislative and Public Affairs Department prior to release

### 3.5 Electronic Communication

Email communication, or e-blasts, shall be utilized to quickly distribute electronic information to a large number of target stakeholders. This effective, low-cost option allows the immediate dissemination of general project updates as well as information on upcoming public involvement opportunities. E-blasts will also be utilized for the distribution of newsletters, project materials, and other general project announcements.

CONSULTANT shall perform the following tasks:

- Identify contents that must be distributed electronically
- Develop e-blast messages
- Disseminate e-blast messages to stakeholder database
- Document e-blast messages and share replies with SANBAG

### 3.6 Social Media

CONSULTANT shall provide SANBAG Legislative and Public Affairs with Social Media content for the various assigned project(s) that are active. CONSULTANT shall assist with the monitoring of comments on project-specific social media sites for the assigned project(s). CONSULTANT shall monitor other social media environments for mentions of the assigned project(s).

CONSULTANT shall perform the following tasks:

- Provide SANBAG with content for posting on social media accounts
- Develop project-specific digital engagement tools as necessary

### 3.9 *Project Website*

Provide project-specific web site content to create a dynamic platform to share the latest project information and encourage two-way communication with project stakeholders. The content should include, but not be limited to: general project information, project newsletters and videos, community updates, events calendar, online surveys, links to project cities and stakeholder groups, and contact information.

CONSULTANT shall perform the following tasks:

- Provide SANBAG with project-specific web content for the duration of the contract.

### 3.10 *Stakeholder Database*

CONSULTANT shall ensure that all communications with stakeholders is organized and easily accessible. CONSULTANT shall maintain a project-specific, comprehensive stakeholder database. CONSULTANT shall review, update, and maintain the database as additional stakeholders are identified throughout the life of the contract.

CONSULTANT shall perform the following tasks:

- Establish, maintain, and update project-specific stakeholder database

### 3.11 *Event Planning/Management*

Plan, coordinate, and manage public events for project groundbreaking and dedication ceremonies as directed by SANBAG Legislative and Public Affairs Department. These events will serve as media opportunities to highlight SANBAG's ability to successfully deliver on promised projects. These should be coordinated with calendars of key elected officials for participation.

CONSULTANT shall perform the following tasks:

- Plan, coordinate, and manage all groundbreaking and dedication ceremonies for the assigned project(s).
- Coordinate with event stakeholders to establish and develop project-specific event task lists that assign duties to each involved staff member.
- Develop Save-the-date and invitation materials for each assigned project(s) event.

## *Minute Action*

### AGENDA ITEM: 11

**Date:** *February 3, 2016*

**Subject:**

2015 Update to the Development Mitigation Nexus Study

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Congestion Management Agency (CMA):

Approve the 2015 Update to the Development Mitigation Nexus Study Project Lists and Cost Estimates.

**Background:**

State law requires updating of the SANBAG Congestion Management Program (CMP) every two years. The Development Mitigation Nexus Study (Appendix K of the CMP) is also updated every two years as part of the CMP update. The Nexus Study is being updated prior to the full CMP update so that jurisdictions have this information available for their transportation fee program updates according to the normal update cycles identified in the Nexus Study. Appendix J of the CMP outlines the provisions and requirements of the Development Mitigation Nexus Study, particularly the development and maintenance of the Nexus Study project lists and cost estimates. Appendix J was first adopted by the SANBAG Board and incorporated into the CMP in 2005.

The Development Mitigation Program update has been underway since June 2015. Staff discussed the update with the Transportation Technical Advisory Committee (TTAC) and distributed a formal request for information to City Managers and the County Executive Officer on June 29, 2015. Jurisdictions were asked to update arterial and interchange project lists, including the addition or deletion of projects, modifications to project limits and changes to project costs. SANBAG staff updated the interchange and arterial project tables in the Development Mitigation Nexus Study. A draft 2015 update of Table 3 (Interchange Improvements and 2015 Costs, Including a Comparison to 2013 Nexus Study Costs) and Nexus Study Attachment 1 (Arterial Projects by jurisdiction) were distributed to Valley and Victor Valley TTAC representatives in October 2015.

At the January 15, 2016 Mountain/Desert Committee meeting, it was agreed among partner agencies that the I-15/Smoke Tree – Mojave interchange would be deleted from the Nexus Study. However, as there was not consensus among partner agencies to delete the I-15/Eucalyptus interchange, as requested by Hesperia, it will remain in the Nexus Study at this time. Hesperia and Victorville will continue discussions regarding the future I-15/Eucalyptus interchange and appropriate shares allocated to each jurisdiction. Nexus Study fair share percentages among jurisdictions can be updated for I-15/Eucalyptus with a consensus among partner agencies and amended into the Nexus Study at a later date.

*Entity: CMA*

In addition, Table 6, Railroad Grade Separation Projects on the Nexus Study Network, was updated to incorporate current project cost information. Nexus Study Attachment 1 contains the recommended arterial project 2015 updates to the SANBAG Nexus Study. Modifications included adding or deleting projects, modifying project scope (including project limits), adjusting project costs and updating the associated tables for each local jurisdiction.

The most important tables in the Nexus Study update are Tables 7 and 8, which document the development share of total costs that need to be met or exceeded with the development impact fee (DIF) programs that are updated by the cities and the County. The costs in Table 7 are for the cities and the costs in Table 8 are for the County spheres of influence. The overall mitigation cost increase is approximately three percent when compared to the 2013 Nexus Study. The 2013 change from 2011 was approximately a four percent decrease. However, the change varies from one jurisdiction to another.

The updated Tables 3, 6, 7 and 8 of the Development Mitigation Nexus Study have been included as an attachment to this item. The complete updated Development Mitigation Nexus Study can be found on the SANBAG CMP webpage at <http://www.sanbag.ca.gov/planning2/congestion-mgmt.html>.

Following approval of the updated Nexus Study, a request will be sent to Valley and Victor Valley jurisdictions to update their fee programs according to the schedule in Table 9 of the Nexus Study. An option will be provided for those in the January update cycle to update their fee programs at any time between Board approval and January 2017. Thus, jurisdictions in this cycle may defer any changes for one year following adoption of the 2015 Nexus Study update.

On January 7, 2015 the SANBAG Board of Directors approved the Valley and Victor Valley DIF Update. The item required that jurisdictions update their DIF programs consistent with the mitigation amounts referenced in Tables 7 and 8 of the 2013 Nexus Study. In addition, the Board also eliminated the escalation requirement on project costs and DIF fees during even numbered years. This action streamlined DIF updates to be consistent with the biennial Nexus Study project list and project cost updates. The text in the Nexus Study has been revised to be consistent with this previous Board action.

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. This item was also reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 15, 2016, with an understanding that the fair shares among jurisdictions for the I-15/Eucalyptus interchange would be resolved at a later date.

***Responsible Staff:***

Steve Smith, Director of Planning

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Approved  
 Board of Directors  
 Date: February 3, 2016

Witnessed By:



## San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410  
 Phone: (909) 884-8276 Fax: (909) 885-4407  
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•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
 •San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

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# Development Mitigation Nexus Study Update to Tables 3, 6, 7 and 8

## Appendix K of the SANBAG Congestion Management Program

prepared by the  
 San Bernardino Associated Governments  
 (SANBAG)

January 2016

**SANBAG Development Mitigation Nexus Study**  
**January 2016**  
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**Table 3**  
**Interchange Improvements and 2015 Costs,**  
**Including a Comparison to 2013 Nexus Study Costs**

<b>Interchange</b>	<b>2013 Nexus Study Cost (\$Millions)</b>	<b>Lead Agency</b>	<b>2015 Nexus Study Cost Update (\$Millions)</b>	<b>Federal Earmark/ State Buy-Down (\$Millions)</b>	<b>Source of Cost Estimate*</b>	<b>Year Estimate Prepared</b>
SR-60 at:						
Ramona	\$30	Chino	\$30		SANBAG	2011
Central	\$30	SANBAG	\$21		SANBAG	2015
Mountain	\$15	Ontario/Chino	\$15		Ontario DIF & SANBAG	9/2012
Euclid	\$6	Caltrans	\$6		Ontario DIF & SANBAG	9/2012
- Phase 1 (Widen WB exit)	\$2	Ontario	\$2			
- Phase 2 (Widen EB exit)	\$4	Ontario	\$4			
- Phase 3 (Widen EB/ WB on-ramps)						
Grove	\$51	Ontario	\$51		Ontario DIF & SANBAG	9/2012
Vineyard	\$51	Ontario	\$51		Ontario DIF & SANBAG	9/2012
Archibald	\$8	SANBAG	\$12.939		SANBAG Feasibility Study	2014
I-10 at:						
Monte Vista	\$21.9	Montclair	\$32		SANBAG	2015
Euclid	\$9	Upland	\$9		SANBAG	2015
Grove/4 <sup>th</sup>	\$128	Ontario	\$128	\$2.4 (Demo) \$1.425 (IMD)	Ontario	2011
Vineyard	\$84	Ontario	\$84		SANBAG	2011
Cherry	\$80.7	SANBAG	\$80.7	\$1.225 (IMD)	SANBAG	2013
Beech	\$114	Fontana	\$114		Fontana	2011
Citrus	\$58.5	SANBAG	\$58.5		SANBAG	2013
Alder	\$99	Fontana	\$99		Fontana	2011
Cedar	\$60.4	County	\$60.4		SANBAG	2013
Riverside (Ph 1 Complete)						
- Phase 1 (Ramps)	\$27	SANBAG	\$27	\$2.25 (Demo)	PPR	2011
- Phase 2 (Bridge)	\$10	Rialto	\$10	\$2.85 (IMD)	Rialto	2009
Pepper						
- Pepper/Valley	\$8.34	Colton/ County	\$8.34	Ramps/Bridge: \$6.192 (Demo)	PAA	2011
- Ramps/Bridge	\$7.7		\$7.7	\$0.904 (IMD)	SANBAG	2013
Mt. Vernon	\$32	Colton	\$35		SANBAG	2015
Tippecanoe	\$78	SANBAG	\$78	\$33.9	SANBAG	2015
Mountain View	\$51	Loma Linda	\$24.5		SANBAG	2015
California	\$45	Loma Linda	\$45		SANBAG	2011
Alabama	\$41.6	County	\$9.5		County/10 Yr. Delivery Plan	2015
University	\$5.2	Redlands	\$5.2		SANBAG	2013
Wabash	\$40	County	\$40		County	2013
Live Oak (Complete)	\$19	SANBAG	\$19		PAA	2011
Wildwood	\$35	Yucaipa	\$35		Yucaipa	2011

Attachment: SANBAG Nexus Study 15-012016-Final-Tables-3-6-7-8 (2517 : 2015 Update to the Development Mitigation Nexus Study)



**SANBAG Development Mitigation Nexus Study**  
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**Table 3, Continued**  
**Interchange Improvements and 2015 Costs,**  
**Including a Comparison to 2013 Nexus Study Costs**

<b>Interchange</b>	<b>2013 Nexus Study Cost (\$Millions)</b>	<b>Lead Agency</b>	<b>2015 Nexus Study Cost Update (\$Millions)</b>	<b>Federal Earmark/ State Buy-Down (\$Millions)</b>	<b>Source of Cost Estimate*</b>	<b>Year Estimate Prepared</b>
I-15 at:						
6 <sup>th</sup> /Arrow	\$91.3	Rancho	\$91.3		FTIP	2013
Baseline	\$58.4	Rancho	\$56.6	\$3.6 (Demo) \$3.754 (IMD) \$0.428 (Bridge) \$1.0 (SLPP-C)	SANBAG/ Rancho	2015
Duncan Canyon	\$35.8	Fontana	\$35.8	\$1.972 (SLPP-C)	Fontana	2013
Sierra	\$13		\$13		Ph 1 – CT/County	2011
- Phase 1 (Widen SB exit)	\$2.3	Rialto	\$2.3		Ph 2 - Rialto	
- Phase 2	\$10.7		\$10.7			
Ranchero	\$60	Hesperia	\$58.9	\$3.008 (IMD)	Hesperia	2015
Muscatel	\$71	Hesperia	\$71		Project DB	2011
Eucalyptus	\$61	Hesperia	\$61		FTIP	2013
Bear Valley	\$25	Victorville	\$25		Victorville	2009
La Mesa/Nisqualli (Complete)	\$40.5	Victorville	\$79.6		Victorville	2015
I-215 at:						
University	\$28	SB City	\$4.8	\$0.735 (Demo) \$5.0 (STP buy-down)	PSR	2015
Pepper/Linden	\$57	SB City	\$60		SB City	2015
Palm	\$11	SB City	\$11.6		SB City	2015
SR-210 at:						
Waterman	\$51	SB City	\$53.8		SB City	2015
Del Rosa	\$36	SB City	\$38		SB City	2015
Baseline	\$15.6	SANBAG	\$21.07		SANBAG	2015
5 <sup>th</sup>	\$8	Highland	\$8		Highland	2009

Notes: \* Cost estimates are from various sources.

PSR – Project Study Report

PPR – Project Programming Request provided by local jurisdiction or SANBAG

PAA – Project Advancement Agreement

FTIP – Federal Transportation Improvement Program

DIF – Development Impact Fee Program

Ecosys – Estimate incorporated into Ecosys project management tool from SANBAG and local input

No change means no additional information available since 2013 Nexus Study.



**Table 6. Railroad Grade Crossing Projects on Nexus Study Network**

Description	2015 Cost Estimate (\$1,000s)	Buy Down	Location	Ratio Train Growth to 2030	Ratio Trip Growth to 2030	2013 Cost Allocation To Development (\$1,000s)
Olive Street (Colton) on the San Bernardino Line	\$0		Colton	55%	43.6%	\$0
Valley Boulevard (Colton) on the San Bernardino Line	\$0		Colton	55%	43.6%	\$0
Laurel Street (Colton) - Replaces Valley Boulevard	\$60,647	(\$10,334)	Colton	55%	43.6%	\$9,861
Fogg Street (Colton) - Replaces Olive Street	\$24,673		Colton	55%	43.6%	\$4,836
Mount Vernon Avenue (Colton) grade separation widening on the Alhambra Line	\$9,494	(\$1,600)	Colton	55%	43.6%	\$1,547
Citrus Avenue (Fontana) At Santa Fe Railroad, Construct Undercrossing For Existing 4 Lanes	\$0		Fontana	55%	32.1%	\$0
Main Street (Grand Terrace) on the San Bernardino Line	\$29,050		Grand Terrace	55%	39.9%	\$5,220
Ranchero Road (Hesperia) - 7th Avenue To Danbury, realign and construct railroad undercrossing	\$32,015	(\$9,070)	Hesperia	55%	58.9%	\$6,084
Mauna Loa/Lemon (Hesperia) on the BNSF Line (costs from feasibility study)	\$59,980		Hesperia	55%	58.9%	\$15,906
Eucalyptus Road (Hesperia) on the BNSF Line	\$0		Hesperia	55%	58.9%	\$0
Beaumont Avenue (Loma Linda) on the Yuma Line	\$24,901		Loma Linda	55%	38.8%	\$4,352
Monte Vista Avenue (Montclair) at the UPRR Crossing	\$31,460	(\$2,090)	Montclair	55%	18.9%	\$2,502
Central Avenue (Montclair) grade separation widening on the Alhambra and Los Angeles Lines	\$0		Montclair	55%	18.9%	\$0
Archibald Avenue (Ontario) on the Los Angeles Line	\$59,486		Ontario	55%	44.4%	\$11,881
North Milliken Avenue (Ontario) on the Alhambra Line	\$40,621	(\$7,161)	Ontario	55%	44.4%	\$6,683
South Milliken Avenue (Ontario) on the Los Angeles Line	\$63,835	(\$2,482)	Ontario	55%	44.4%	\$12,254
Vineyard Avenue (Ontario) on the Alhambra Line	\$45,180	(\$2,074)	Ontario	55%	44.4%	\$8,609
Haven Avenue (Rancho Cucamonga) at Metrolink Crossing	\$21,069		Rancho	55%	28.7%	\$2,721
San Timoteo Road (Redlands) railroad crossing safety improvements on the Yuma Line	\$1,961		Redlands	55%	23.1%	\$204
Palm Avenue (San Bernardino) on the Cajon Line	\$23,667	(\$7,130)	San Bernardino	55%	32.4%	\$2,410
Rialto Avenue (San Bernardino) on the San Bernardino Line	\$25,803		San Bernardino	55%	32.4%	\$3,760
Hunts Lane (San Bernardino/Colton) on the Yuma Line	\$28,866	(\$9,499)	S. Bern./Colton	55%	38.0%	\$3,309
Glen Helen Parkway (San Bernardino County) on Cajon Line	\$30,978	(\$2,320)	County	55%	62.2%	\$8,021

**SANBAG Development Mitigation Nexus Study**  
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**Table 7. Summary of Fair Share Costs for Arterial, Interchange, and Railroad Grade Crossing Project Costs for Cities (through year 2030)**  
**Cost in Millions of 2015 dollars**

Jurisdiction	2015						
	Ratio of Trip Growth to 2030 Trips (Development Fair Share)	Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Crossing Cost	Development Share of Total Cost
Adelanto	63.5%	\$222.08	\$141.02	\$81.05	\$0.00	\$0.00	\$141.02
Apple Valley	55.0%	\$242.00	\$133.20	\$108.81	\$10.23	\$0.00	\$143.43
Chino	35.2%	\$142.90	\$50.24	\$92.66	\$23.34	\$0.00	\$73.58
Chino Hills	13.7%	\$16.62	\$2.28	\$14.34	\$0.00	\$0.00	\$2.28
Colton	43.6%	\$46.79	\$20.38	\$26.41	\$6.89	\$17.90	\$45.17
Fontana	32.1%	\$387.61	\$124.49	\$263.13	\$146.58	\$0.00	\$271.07
Grand Terrace	39.9%	\$35.23	\$14.07	\$21.16	\$0.00	\$5.22	\$19.29
Hesperia	58.9%	\$195.43	\$115.16	\$80.26	\$89.40	\$21.99	\$226.56
Highland	46.4%	\$129.77	\$60.23	\$69.54	\$15.61	\$0.00	\$75.84
Loma Linda	38.8%	\$80.50	\$31.26	\$49.24	\$22.16	\$4.35	\$57.77
Montclair	18.9%	\$10.00	\$1.89	\$8.11	\$6.47	\$2.50	\$10.87
Ontario	44.4%	\$205.13	\$91.04	\$114.09	\$134.38	\$39.43	\$264.86
Rancho Cucamonga	28.7%	\$103.78	\$29.78	\$74.00	\$61.81	\$2.72	\$94.31
Redlands	23.1%	\$72.05	\$16.65	\$55.40	\$7.98	\$0.20	\$24.83
Rialto	40.9%	\$108.06	\$44.15	\$63.91	\$15.94	\$0.00	\$60.09
San Bernardino	32.4%	\$164.01	\$53.11	\$110.90	\$59.50	\$7.82	\$120.44
Upland	39.4%	\$54.03	\$21.29	\$32.74	\$3.85	\$0.00	\$25.15
Victorville	49.0%	\$57.54	\$28.21	\$29.32	\$51.90	\$0.00	\$80.11
Yucaipa	30.9%	\$131.15	\$40.52	\$90.63	\$24.53	\$0.00	\$65.05
<b>Total</b>		<b>\$2,381.38</b>	<b>\$1,008.64</b>	<b>\$1,372.74</b>	<b>\$680.58</b>	<b>\$102.14</b>	<b>\$1,801.70</b>

**SANBAG Development Mitigation Nexus Study**  
**January 2016**  
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**Table 8. Summary of Fair Share Costs for Arterial, Interchange, and Railroad Grade Crossing Project Costs for Sphere Areas (through 2030)**  
**Costs in Millions of 2015 dollars**

Jurisdiction	2015						
	Ratio of Trip Growth to 2030 Trips (Fair Share %)	Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto Sphere	63.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apple Valley Sphere	57.2%	\$10.95	\$6.26	\$4.69	\$0.37	\$0.00	\$6.63
Chino Sphere	36.7%	\$28.84	\$10.57	\$18.26	\$1.69	\$0.00	\$12.27
Colton Sphere	37.2%	\$6.95	\$2.59	\$4.37	\$0.07	\$0.00	\$2.65
Devore/Glen Helen	62.2%	\$17.69	\$11.00	\$6.69	\$0.00	\$8.02	\$19.02
Fontana Sphere	41.7%	\$57.31	\$23.93	\$33.39	\$40.23	\$0.00	\$64.15
Hesperia Sphere	41.5%	\$28.36	\$11.78	\$16.58	\$3.98	\$0.00	\$15.76
Loma Linda Sphere	72.3%	\$0.00	\$0.00	\$0.00	\$5.33	\$0.00	\$5.33
Montclair Sphere	36.6%	\$11.76	\$4.30	\$7.45	\$2.91	\$0.00	\$7.21
Redlands Sphere	35.5%	\$21.13	\$7.50	\$13.63	\$12.53	\$0.00	\$20.03
Redlands Donut Hole	62.0%	\$1.50	\$0.93	\$0.57	\$8.48	\$0.00	\$9.41
Rialto Sphere	37.6%	\$40.85	\$15.38	\$25.47	\$28.12	\$0.00	\$43.50
San Bernardino Sphere	23.1%	\$13.43	\$3.11	\$10.32	\$3.19	\$0.00	\$6.30
Upland Sphere	38.7%	\$7.15	\$2.77	\$4.39	\$2.04	\$0.00	\$4.81
Victorville Sphere	17.8%	\$21.31	\$3.78	\$17.53	\$0.64	\$0.00	\$4.42
Yucaipa Sphere	39.5%	\$0.88	\$0.35	\$0.53	\$0.00	\$0.00	\$0.35
<b>Total</b>		<b>\$268.11</b>	<b>\$104.25</b>	<b>\$163.86</b>	<b>\$109.58</b>	<b>\$8.02</b>	<b>\$221.85</b>

## *Minute Action*

### AGENDA ITEM: 12

**Date:** *February 3, 2016*

**Subject:**

Redlands Passenger Rail Project - Programmatic Environmental Impact Reports for the Cities of San Bernardino and Redlands

**Recommendation:**

That the Board remove work elements and reduce the budget accordingly from the SANBAG Fiscal Year 2015/2016 Budget, Task 0379 Commuter Rail Capital associated with the development of Programmatic Environmental Impact Reports for the Cities of Redlands and San Bernardino for Transit Oriented Development around the planned Redlands Passenger Rail station stops.

**Background:**

As part of the initial development of the Redlands Passenger Rail Project (RPRP) beginning in 2010, SANBAG staff identified a potential benefit to the future ridership of RPRP and the ability to help support sustainable economic and community development along the RPRP corridor with Transit Oriented Development (TOD) occurring at and around the proposed RPRP station stops. The synergy between transportation and land use fosters ridership through TOD in which a compact mix of moderate to higher density residential and non-residential uses within walking distance of a transit station promotes community benefits by reducing traffic, improved air quality and health benefits, and promoting economic and community development opportunities.

SANBAG's consultant contract for Preliminary Engineering and Environmental Clearance of RPRP included scope and budget to assist the Cities of San Bernardino, Loma Linda, and Redlands in preparing visioning plans, guidelines, and standards for overlay district zoning or other land use mechanisms for the implementation of TODs at the future RPRP stations. To coordinate these efforts SANBAG created a TOD Working Group, consisting of staff from SANBAG and the cities, which was used to determine the most appropriate and economically feasible TODs along the RPRP corridor that would also be compatible with one another. The Working Group also helped to educate other project stakeholders on TODs and how they could benefit both RPRP and each individual city and community.

The Working Group met over a 3 year period, from 2010 through 2013, culminating in Proposed Transit Supportive Land Use Updates within a half-mile radius of the five initially planned RPRP stations and at five additional future station locations in the Cities of San Bernardino and Redlands. SANBAG's consultant also completed supporting reports identifying land use and economic development strategies at all ten of these station locations. SANBAG expended a total of \$771,963 to complete these efforts to identify these TOD improvements and strategies.

**Entity:** *CTC*

## Board of Directors Agenda Item

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The next step to implement TODs and build upon the work completed under the TOD Working Group is to complete Programmatic Environmental Impact Reports (PEIRs) for each city, which would provide an assessment of the Proposed Transit Supportive Land Use Updates relative to the potential effects on the surrounding environment. Each PEIR would include an evaluation of TOD related impacts and environmental effects, both positive and negative, that would occur as a result of the TODs.

SANBAG's Fiscal Year 2015/2016 Budget under Task 0379 Commuter Rail Capital included \$800,000 to complete PEIRs for both the Cities of San Bernardino and Redlands to support land use changes along the RPRP corridor. After further consideration, SANBAG staff has identified concerns about a regional agency, such as SANBAG, leading efforts to create land use changes in individual cities. Ideally these types of land use, zoning, and General Plan Amendment revisions should be lead and managed by each individual municipality, who are directly responsible for addressing their residents' concerns about these types of changes and are responsible for the long-term economic viability of the municipality. The individual cities are also better equipped and will better understand the specific needs and desires of the communities where the proposed changes are identified to occur. Based on these concerns, SANBAG staff is proposing to eliminate the PEIRs for both the Cities of San Bernardino and Redlands from the SANBAG Fiscal Year 2015/2016 Budget. The reports, analysis, and other work products completed to date as part of the TOD Working Group have been made available to the Cities of San Bernardino and Redlands to assist them in moving forward with any land use changes that they deem fit.

***Financial Impact:***

Approval of this item will reduce Task 0379 by \$524,681. The remaining \$275,319 has been allocated to pay contract obligations with the Los Angeles County Metropolitan Transportation Authority for the Metrolink San Bernardino Line Infrastructure Improvement Strategic Study. This study was previously approved by the SANBAG Board but the necessary funding was not included in the SANBAG Fiscal Year 2015/2016 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 14, 2016.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:

## *Minute Action*

### AGENDA ITEM: 13

**Date:** *February 3, 2016*

**Subject:**

Contract No. C12178 Amendment No. 5 with Parsons Brinckerhoff for the San Bernardino Transit Center

**Recommendation:**

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

Approve Amendment No. 5 to Contract No. C12178 with Parsons Brinckerhoff for additional construction management services for the San Bernardino Transit Center, increasing the contract amount by \$127,491 for an amended not-to-exceed amount of \$1,577,717.

**Background:**

The San Bernardino Transit Center (SBTC) is a multimodal facility serving Omnitrans fixed route services and providing connections to sbX and in the near future Metrolink. Victor Valley Transit Authority, Mountain Area Regional Transit Authority, and Pass Transit from the City of Beaumont also operate services out of SBTC and it is the future westerly terminus of the Redlands Passenger Rail Project.

Construction of SBTC began in February 2014 and was completed in September 2015. While under construction, Omnitrans requested an emergency generator be installed and that an alternative landscape/hardscape plan be designed and implemented for the Transit Oriented Development (TOD) lots immediately adjacent to the SBTC facility. As such, a separate procurement is being done to construct these improvements and an invitation for bids is expected to be released in spring 2017.

Staff is recommending for consistency purposes that an amendment to the existing construction management contract with Parsons Brinckerhoff for SBTC, Contract No. 12178, be approved to assist in administration of the additional construction at the SBTC site. The following is a general description of additional scope required for the generator and landscape construction:

- **Pre-Construction Services:**  
 PB will perform a constructability review of the contract documents, assist during advertising period, and document existing conditions at the project site.
- **Construction Phase:**  
 PB will provide construction management services typically required during construction such as schedule management, material testing, change order management, submittal management, Request for Information (RFI) review, review of progress payments, labor compliance monitoring and construction inspection. PB's scope of work also includes survey services to lay out the various project features.

*Entity: CTA*

Board of Directors Agenda Item

February 3, 2016

Page 2

- **Post-Construction Services:**

PB will provide post construction services such as commissioning of the generator and irrigation controller as well as other various close-out activities typically required for a construction contract.

Prior amendments to this contract include increasing the contract value, additional scope of work, and a time extension. Currently there is sufficient balance in the SBTC funding agreement, Contract No. R14070, to fund the \$127,491 amendment. However, it is anticipated that an amendment to Contract No. R14070 will be necessary as final right of way settlement and construction costs are realized.

***Financial Impact:***

This item is consistent with the current adopted Fiscal Year 2015/2016 SANBAG Budget under Task No. 0322- San Bernardino Transit Center Project.

***Reviewed By:***

This item was reviewed and recommended for approval (7-0-1; Abstained: Wapner) by the Commuter Rail and Transit Committee on January 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract amendment.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:



**Contract Summary Sheet**  
**General Contract Information**

Contract No: C12178 (00-1000584) Amendment No.: 5 Vendor No.: 1610  
 Vendor/Customer Name: Parsons Brinckerhoff, Inc. Sole Source?  Yes  No  
 Description: Construction Management Services for the Omnitrans Bus Facility  
 Start Date: 1/4/2012 Expiration Date: 12/31/2015 Revised Expiration Date: 12/31/2017  
 Has Contract Term Been Amended?  No  Yes - Please Explain Amendment #4 extended contract term to 12/31/2017.  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 683,755.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ 1,450,226.00	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 127,491.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,577,717.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,577,717.00

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2015  
 Board of Directors Action: Approve Amendment No. 5 to Contract No. C12178 with Parsons Brinckerhoff (PB) for additional construction management services for the Omnitrans Bus facility, increasing the contract amount by \$127,491 for an amended not-to-exceed amount of \$1,577,717.

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Victor Lopez

Attachment: C12178-5\_CSS (2532 : Parsons Brinckerhoff Contract No C12178 Amendment No 5)

**AMENDMENT NO. 5 TO CONTRACT NO. C12178**

**FOR**

**CONSTRUCTION MANAGEMENT SERVICES FOR THE  
OMNITRANS BUS FACILITY**

**(PARSONS BRINCKERHOFF, INC.)**

This Amendment No. 5 to Contract No. C12178 is made by and between the San Bernardino County Transportation Authority (“AUTHORITY”) and the firm of Parsons Brinckerhoff, Inc. (“CONSULTANT”):

**RECITALS**

- A. AUTHORITY, under Contract No. C12178 engaged CONSULTANT to provide construction management services for the Omnitrans bus facility (“Contract”); and
- B. On February 12, 2013, AUTHORITY and CONSULTANT entered into Amendment No. 1 increasing the Contract price by \$32,135 to reflect agreed upon changes to the direct cost of the Project and to extend the indemnification provision of the Contract to the benefit of the Southern California Regional Rail Authority (SCRRA); and
- C. On February 5, 2015, AUTHORITY and CONSULTANT entered into Amendment No. 2 increasing the Contract price by \$515,701 for additional construction management services; and
- D. On July 28, 2015, AUTHORITY and CONSULTANT entered into Amendment No. 3 increasing the Contract price by \$218,635 to provide for additional construction management services.
- E. On December 14, 2015, AUTHORITY and CONSULTANT entered into Amendment No. 4 to amend the period of performance through December 31, 2017.
- F. AUTHORITY and CONSULTANT desire to amend the contract increasing the contract amount by \$127,491 to provide for additional construction management services.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, AUTHORITY and CONSULTANT agree as follows:

1. The Scope of Services for Contract No. C12178 shall be amended to reflect the changes and additions described in Attachment “A.3” to this Amendment No. 5, all to be performed to AUTHORITY’s satisfaction. Except as specifically amended in

Attachment: C12178-5\_Amendment 5 (2532 : Parsons Brinckerhoff Contract No C12178 Amendment No 5)

Attachment "A.3", the current provisions of the Scope of Services, as previously amended, shall remain in force and effect.

- 2. ARTICLE 3. The first sentence of paragraph 3.2 is deleted and replaced in its entirety to read as follows:

"The total not-to-exceed amount is One Million Five Hundred Seventy-Seven Thousand Seven Hundred Seventeen Dollars (\$1,577,717) for the services to be provided under this Contract."

- 3. The Fee Schedule for Contract No. C12178, as contained in Attachment B to the original Contract and previously amended is hereby amended to reflect the additions described in Attachment "B.3" to this Amendment No. 5. Except as specifically added in Attachment "B.3", the current fees of the Fee Schedule, as previously amended, shall remain in force and effect.
- 4. The Recitals set forth above are incorporated herein by this reference.
- 5. Except as amended by this Amendment No. 5, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
- 6. This Amendment No. 5 is effective on the date executed by AUTHORITY.

-----Signatures are on the following page-----

Attachment: C12178-5\_Amendment 5 (2532 : Parsons Brinckerhoff Contract No C12178 Amendment No 5)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 below.

**PARSONS BRINCKERHOFF, INC.**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Douglas B. Sawyer  
Sr. Vice President

By: \_\_\_\_\_  
Ryan McEachron  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert D. Herrick  
Assistant General Counsel

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: C12178-5\_Amendment 5 (2532 : Parsons Brinckerhoff Contract No C12178 Amendment No 5)

## Attachment A.3

### Amendment No. 5 to Construction Management Services SANBAG Contract No. C12178 with Parsons Brinckerhoff

Parsons Brinckerhoff (PB) will provide construction management services for the installation of an emergency generator and landscape modifications at the San Bernardino Transit Center. PB will provide the following services:

#### **1. Pre-Construction Services:**

##### 1.1. Constructability Review and Front-End Specifications Review

Pre-construction services will start with the constructability review. PB will use all relevant documents including, but not limited to, plans, specifications, and bid quantities to provide a comprehensive review of the project for potential issues. A list of the constructability issues and comments will be developed for review with the designer. Satisfactory resolution of each issue, as well as comments, will be tracked and documented. The front-end specifications will be reviewed. A list of comments will be developed for review with the designer.

##### 1.2. Assistance during Advertising Period

PB will assist SANBAG in responding to questions received from contractors during the advertising period.

##### 1.3. Pre-construction Conference

PB will lead the pre-construction conference. Meeting notes will be recorded and distributed as appropriate.

##### 1.4. Pre-construction Photo Documentation

PB will document the entire project with digital photos before work begins. Special attention will be paid to facilities that are to be protected.

#### **2. Construction Phase Services:**

##### 2.1. Schedule Management

- PB will review progress attained against the contractor's approved schedule to accurately record work completed, detect any potential delays, and review the contractor's plan for implementation of remedial measures, when appropriate, to maintain progress.
- PB will carefully review the critical path method (CPM) schedules and require that all changes be explained.
- PB will negotiate schedule adjustments, which may be required due to weather, change orders, or other impacts for which schedule adjustments may be allowed.

## 2.2. QA Materials Testing

Leighton will provide QA materials testing as a subconsultant to PB. Leighton will assign a Materials Manager who will be responsible for supervising and coordinating the materials acceptance testing program. Off-site testing, if required, will be performed at Leighton's local materials laboratory. All sampling and testing will be performed in accordance with the accepted materials test methods.

## 2.3. Construction Progress Meetings

PB will conduct weekly (or as-needed) construction progress meetings with the Contractor, SANBAG, designer, and other agencies/utility providers. The meetings will cover new items of business, project schedule, submittals, requests for information (RFI), requests for clarification (RFC), non-conformance reports (NCR), pay requests, and Stormwater Pollution Prevention Plan (SWPPP) compliance.

## 2.4. Change Order Management

PB will advise SANBAG of change impacts and make recommendations regarding the resulting change order costs. PB will:

- Obtain concurrence from the designer for change orders that modify the design
- Evaluate any price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts
- Prepare change orders and attachments after obtaining approval from SANBAG
- Maintain a change order log as a means of tracking change order proposals through the review/approval process

## 2.5. Submittal Management

Parsons Brinckerhoff will maintain a log and manage the shop drawings and sample/submittal process. We will routinely review the log and ascertain that:

- All look-ahead schedules contain critical submittal dates
- Submittals from the contractor are received, logged, and processed on time
- Submittals are reviewed in a timely fashion and returned to the contractor to minimize or eliminate lost production time
- Logs are continuously updated
- All disapproved submittals receive prompt review by SANBAG staff and that SANBAG is made aware of any potential or actual technical or schedule impacts
- Shop drawings have been approved and returned before associated work has begun
- All submittals are maintained in files

## 2.6. Requests for Information

PB will maintain a log and manage the RFIs received from the contractor. RFIs which require a response from the designer will be forwarded and tracked. All RFIs and their responses will be maintained in the files.

## 2.7. Progress Pay Estimate

On a monthly basis, we will review the contractor's progress pay estimates. Payments on progress estimates must be traceable to checked source documents which are field-measured or calculated quantities. A complete and accurate pay estimate will be submitted to SANBAG for payment.

## 2.8. Reports, Records, Document Control

PB will establish a filing system that covers all aspects of the project, including reports, records, inspections, RFIs, change orders, submittals, pay requests, and meetings.

## 2.9. Labor Compliance Monitoring

PB will review the contract's Certified Payroll Records for compliance with all applicable labor laws.

## 2.10 Construction Inspection

PB will provide qualified inspectors for monitoring the quality of the contractor's work. Inspectors will understand the construction drawings and specifications, as well as the Special Provisions and Standard Plans. In addition, they will be required to be familiar with a variety of other information, including permits and the project schedule. The inspectors will notify the Resident Engineer immediately upon witnessing any materials, erection or installation process, or levels of quality that do not meet the requirements of the contract documents. Using a Non-conformance Report, we will immediately notify the contractor of such deviation and recommend corrective action. Copies will be forwarded to SANBAG.

## 2.11 Record Drawings

PB will keep an up-to-date set of Record Drawings during the construction phase of the project. Final red-lined record drawings will be prepared and transferred to the designer so that electronic drawings can be prepared.

## 3. Survey Services:

### 3.1. Construction Staking

PB will provide survey services to lay out the project, including the generator, fencing, planting areas, irrigation lines, and other project items.

## 4. Post-Construction Phase Services:

### 4.1. Commissioning

PB will perform commissioning of the generator and ensure the irrigation controls are operating properly. This will ensure the new equipment operates as intended and that building staff are prepared to operate and maintain it.

### 4.2. Final Inspection, Punch Lists and Closeout

PB will inspect the near-completed facilities to identify discrepancies and deficiencies in the work and will subsequently prepare the necessary punch lists. PB will perform all of the necessary project closeout activities, including recommending to SANBAG project acceptance, and approving the final payment.

**PARSONS BRINCKERHOFF, Inc.**  
**CONSTRUCTION MANAGEMENT SERVICES FOR SBTC GENERATOR AND LANDSCAPING**  
 Amendment No. 4

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)	\$247.46	\$214.12	\$211.15	\$101.16	\$48.02	\$130.04	\$150.78	\$163.75	\$290.51	\$121.39	\$277.95						
Staff Classification	Project Principal	Resident Engineer	Constructability Review / Front-End Specifications	Senior Office Engineer	Office Administration	Inspector	SWPPP/BMPs	Survey -Office	Survey- Field	Project Accountant	Commissioning	Additional Services	FIELD VEHICLES (Including Gasoline)	SUBS: Leighton \$8,000	TOTAL FULLY BURDENED COST	TOTAL BY TASK	
	<b>\$8,909</b>	<b>\$30,833</b>	<b>\$8,446</b>	<b>\$12,139</b>	<b>\$2,305</b>	<b>\$28,088</b>	<b>\$3,619</b>	<b>\$983</b>	<b>\$5,810</b>	<b>\$2,913</b>	<b>\$4,447</b>	<b>\$ 10,000</b>	<b>\$ 1,000</b>	<b>\$8,000</b>	<b>\$127,491</b>	<b>\$127,491</b>	
	<b>HOURS</b>														<b>HOUR TOTAL</b>		
Total Hours	<b>36</b>	<b>144</b>	<b>40</b>	<b>120</b>	<b>48</b>	<b>216</b>	<b>24</b>	<b>6</b>	<b>20</b>	<b>24</b>	<b>16</b>				<b>694</b>		
<b>1 Pre-Construction Services</b>	<b>6</b>	<b>22</b>	<b>40</b>	<b>18</b>	<b>0</b>	<b>8</b>	<b>24</b>	<b>6</b>	<b>20</b>	<b>24</b>	<b>16</b>				<b>94</b>	<b>\$ 17,503.00</b>	
1.1 Constructability Review and Front-End Specifications Review	2	12	40	10											64	\$ 12,522.00	
1.2 Assistance During Advertising Period	2	6		4											12	\$ 2,184.00	
1.3 Pre-Construction Conference	2	4		2											8	\$ 1,554.00	
1.4 Pre-Construction Photo Documentation				2		8									10	\$ 1,243.00	
<b>2 Construction Phase Services</b>	<b>26</b>	<b>106</b>	<b>86</b>	<b>42</b>	<b>180</b>	<b>22</b>	<b>24</b>	<b>6</b>	<b>20</b>	<b>24</b>	<b>16</b>				<b>486</b>	<b>\$ 70,484.00</b>	
2.1 Schedule Management	2	10		8						24					20	\$ 3,445.00	
2.2 QA Materials Testing				8		8	12								28	\$ 3,659.00	
2.3 Construction Progress Meetings	16	30		24											70	\$ 12,811.00	
2.4 Change Order Management	2	14		2											18	\$ 3,695.00	
2.5 Submittal Management		12		10	4		2								28	\$ 4,075.00	
2.6 Requests for Information	2	14		10	4										30	\$ 4,696.00	
2.7 Progress Pay Estimate	2	14		10	8	8									42	\$ 5,929.00	
2.8 Reports, Records, Document Control	2	8		2	10		8			24					54	\$ 7,010.00	
2.9 Labor Compliance Monitoring				8	12										20	\$ 1,385.00	
2.10 Construction Inspection						160									160	\$ 20,806.00	
2.11 Record Drawings		4		4	4	4									16	\$ 1,973.00	
2.12 Field Vehicles/Gas													\$ 1,000		0	\$ 1,000.00	
<b>3 Survey Services</b>								<b>6</b>	<b>20</b>						<b>26</b>	<b>\$ 6,793.00</b>	
3.1 Construction Staking								6	20						26	\$ 6,793.00	
<b>4 Post Construction Phase Services</b>	<b>4</b>	<b>16</b>	<b>16</b>	<b>6</b>	<b>28</b>	<b>2</b>					<b>16</b>				<b>88</b>	<b>\$ 14,713.00</b>	
4.1 Commissioning	2			8	4						16				30	\$ 6,272.00	
4.2 Final Inspection, Punch Lists and Closeout	2	16		8	6	24	2								58	\$ 8,441.00	
<b>5 Additional Services</b>												<b>\$ 10,000</b>				<b>\$ 10,000.00</b>	
<b>6 Subconsultant Tasks - Leighton Consulting</b>														<b>\$ 8,000</b>		<b>\$ 8,000.00</b>	

Attachment: C12178-5 Attachment B.3 Fee (2532 : Parsons Brinckerhoff Contract No C12178 Amendment No 5)



## *Minute Action*

AGENDA ITEM: 14

**Date:** *February 3, 2016*

**Subject:**

Final Design and Environmental Clearance for the Shortway Subdivision Quiet Zone Project

**Recommendation:**

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, authorize staff to proceed with completing design, environmental clearance, and construction improvements along the Shortway Subdivision to implement Quiet Zones at the West Rialto Avenue and West Walnut Street at-grade crossings in the City of San Bernardino.

**Background:**

San Bernardino Associated Governments (SANBAG), in cooperation with the City of San Bernardino, is proposing to construct improvements to the at-grade crossings of West Rialto Avenue and West Walnut Street along the Shortway Subdivision to implement a Quiet Zone for each crossing. Presently, only eight daily Metrolink Inland Empire-Orange County (IEOC) Line trains use the Shortway Subdivision to provide service between San Bernardino and Riverside. As the construction of the Downtown San Bernardino Passenger Rail Project progresses and is completed, layover and maintenance functions that presently occur at the existing depot and the Inland Empire Maintenance Facility will be relocated to the Eastern Maintenance Facility, located on the Shortway Subdivision in the City of Colton. A vicinity map is attached to this report to provide further clarification on the location of the Shortway and the at-grade crossings.

Due to this relocation, train movements along the Shortway and through the at-grade crossings of West Rialto Avenue and West Walnut Street will increase from the current eight per day to 24 per day, including both deadhead and revenue trains. The Federal Railroad Administration (FRA), which enforces rail safety regulations, requires that locomotive horns be sounded at all public at-grade crossings before entering a crossing. The pattern for sounding the horn is two long blasts, one short blast, and one long blast until the lead locomotive fully occupies the crossing. Due to the increased number of trains traversing the at-grade crossings on the Shortway the local residents will experience a drastically increased level of noise due to the train horns.

The establishment of a Quiet Zone allows for the routine sounding of train horns, as required by the FRA for trains approaching at-grade crossings, to no longer be required. Implementation of Quiet Zones is accomplished by completing specific safety enhancements to the crossings such as installation of raised medians, pedestrian channelization, additional railroad warning devices, signage, and striping. A railroad engineer is still allowed the discretion to sound their train horn within a Quiet Zone if a perceived safety hazard exists, such as a trespasser or a vehicle fouling the tracks.

*Entity: CTC*

Board of Directors Agenda Item

February 3, 2016

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Official approval for this project is being requested from the Board of Directors since it was not previously identified as a priority project. SANBAG's Fiscal Year 2015-2016 Budget identified \$1.5 million of Valley Local Transportation Funds (LTF) to complete the design of this project in Task 0325 San Gabriel Subdivision Line Improvements. Pending SANBAG Board approval, an additional \$2.5 million of LTF will be included in the Fiscal Year 2016-2017 Budget to construct the Quiet Zone improvements. It should be noted that expenditures related to the Shortway are now accounted for under Task 0327.

***Financial Impact:***

There is no financial impact associated with this item. The SANBAG Fiscal Year 2015-2016 Budget currently includes funding to complete the design required for this project. Funding for construction of this project will be requested in the SANBAG Fiscal Year 2016-2017 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 14, 2016.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

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






Approved  
Board of Directors  
Date: February 3, 2016

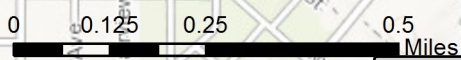
Witnessed By:



14.a

### Legend

-  Metrolink/Amtrak Station
-  Shortway Grade Crossings
-  SCAX Shortway Subdivision
-  SCAX San Gabriel Subdivision
-  BNSF San Bernardino Subdivision
-  BNSF Cajon Subdivision
-  Eastern Maintenance Facility
-  Inland Empire Maintenance Facility
-  BNSF Rail Yards



## *Minute Action*

AGENDA ITEM: 15

**Date:** *February 3, 2016*

**Subject:**

Repeal of Rail Right-of-Way Policies

**Recommendation:**

That the Board repeal Policy No. 31600, Baldwin Park Branch Continuity Policy and General Guidelines, and Policy 31601, Measure I Valley Commuter Rail Interim Use Policy for Baldwin Park Branch Right of Way (Fair Market Value).

**Background:**

In July 2014, the San Bernardino Associated Governments (SANBAG) Board approved a comprehensive Rail Property Policy, Policy No. 31602, setting forth policies, procedures, delegations of authority, and bases for imposing fees and charges, associated with ownership, management and grants of rights of use of SANBAG's Rail Property. Since July 2014, staff has been administering management of SANBAG railroad right of way in accordance with Policy No. 31602. As part of the recent internal audit of overall policies two other rail right of way policies were discovered specifically for the Baldwin Park Branch dating back to 1993 and 1995 that are inconsistent with Policy No. 31602 and are no longer needed.

In May 1993, Policy No. 31601, Measure I Valley Commuter Rail Interim Use Policy for Baldwin Park Branch Right of Way (Fair Market Value), was approved setting forth the following: public agencies agree to accept maintenance of the surface portion of the right of way subject to the easement, public agencies acknowledge in the easement agreement that the intended public use of this right of way is for rail transit purposes, and public agencies agree to work with SANBAG staff in identifying mutually agreeable actions which the public agency can undertake which have a present or future value in the development of rail service in the county.

In June 1995 and as revised in February 2001, Policy No. 31600, Baldwin Park Branch Continuity Policy and General Guidelines, was approved at a time when the immediate implementation of rail service was not planned. However, SANBAG did not wish to permit any activity which would either preclude or make difficult the future implementation of rail service on the Baldwin Park Branch but did want to encourage compatible uses within the right of way which further public purposes and improve the quality of life.

With approval of Policy No. 31602 in July of 2014 providing the structure necessary to administer SANBAG's rail right of way, staff is recommending that Policy No. 31600 and Policy No. 31601 be repealed.

**Financial Impact:**

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

*Entity: CTC*

Board of Directors Agenda Item  
February 3, 2016  
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***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 14, 2016. SANBAG General Counsel has reviewed this item.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail

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Approved  
Board of Directors  
Date: February 3, 2016  
Witnessed By:

San Bernardino Associated Governments	<b>Policy</b>	<b>31602</b>
Adopted by the Board of Directors July 2, 2014	New	7/2/14
<b>SANBAG Rail Property Policy</b>	Revision No.	0

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

<b>Table of Contents</b>
<a href="#">Purpose</a>   <a href="#">Definitions</a>   <a href="#">Policy</a>   <a href="#">Specific Uses</a>   <a href="#">Fees and Charges</a>   <a href="#">Appeals</a>   <a href="#">Revision History</a>

**I. PURPOSE**

The purpose of this Rail Property Policy is to set forth the policies, procedures, delegations of authority, and bases for imposing fees and charges, associated with ownership, management and grants of rights of use of SANBAG Rail Property. This policy shall not affect existing grants of right of use, entered into prior to the effective date of this Policy but shall apply to amendments, extensions, terminations, assignments or other material changes to such pre-existing grants.

**II. DEFINITIONS**

- “**AMTRAK**” – means the National Railroad Passenger Corporation.
- “**BNSF**” – means Burlington Northern Santa Fe Railway, or any applicable related entity or affiliate.
- “**Board of Directors**” – means the legislative body of SANBAG.
- “**Board**” – means the Board of Directors or such committee other body comprised of members of the Board of Directors as the Board of Directors may designate.
- “**Encroachment**” – means any use of, or entry upon, any property without a written grant of right of use from SANBAG.
- “**Executive Director**” – means the Executive Director of SANBAG and shall be deemed to include any designee specified by the Executive Director to act in his or her place.
- “**Grant of right of use**” – means any permit, license, lease, or easement duly authorized, executed and issued by SANBAG in writing, that expressly authorizes a specific use of Rail Property. A grant of right of use is valid only for that specific kind, quantity, time, duration, and quality of use, and only by the Permittee, as expressly set forth in the grant of right of use. Any use exceeding or differing from that set forth in the grant of right of use is an encroachment.
- “**Longitudinal use**” – means the installation of aerial or subsurface wires, pipes, conduits, fibers or other facilities or improvements that are placed lengthwise along the right-of-way, rather than transverse (i.e. across) it.
- “**Permittee**” – means the person, or entity, to whom the grant of right of use is issued.
- “**Rail Property**” – means any real property, in which a SANBAG Entity has any right, title or interest, related to or in connection with SANBAG’s current and future railroad functions and operations.
- “**Railroad operating envelope**” – means the right-of-way area within 50 feet of the centerline of any railroad tracks used or useable for railroad operations.
- “**Railroad Operator**” – means any and all applicable persons or entities having any right to operate any railroad service over or along any Rail Property, including but not limited to BNSF, UPRR, SCRRRA, and AMTRAK, any successor in interest to any of them, and any other person or entity with a present right, or a right hereafter acquired or created, to operate a railroad service on Rail Property.

Attachment: Policy 31602 (2534 : Repeal of Right-of-Way Policy 31600 & 31601)



“**SANBAG**” – means the SANBAG Entity(ies) with legal right, title or interest in the applicable Rail Property.

“**SANBAG Entity(ies)**” – means the San Bernardino County Transportation Commission, the San Bernardino County Transportation Authority or their successor(s) in interest ..

“**SANBAG Authority**” – means the officer, official or body possessing or delegated authority to approve or execute the respective grants of right-of-use as set forth in this policy.

“**SCRRA**” – means Southern California Regional Rail Authority, also known as Metrolink.

“**Temporary Construction Easement**” or “**TCE**” – means an easement granted in favor of an adjoining landowner for a limited duration of time for the purpose of carrying out construction of a project on adjoining property.

“**UPRR**” – means Union Pacific Railroad, or any applicable related entity or affiliate.

### III. POLICY

#### A. Title to Rail Property

1. **Form of Title.** Except where otherwise required by law, where necessary or desirable for available funding programs or in cases where the General Counsel has advised otherwise for legal or liability protection purposes, title to all Rail Property should be held or acquired only in the name of the San Bernardino County Transportation Commission.
2. **Transfer of Title.** The Executive Director is hereby authorized to take all actions and execute all documents necessary or desirable to transfer any Rail Property currently held or hereafter acquired in the name of any other SANBAG Entity to the San Bernardino County Transportation Commission, with the approval of the General Counsel.

#### B. Policy Principles And Authority To Execute Grants Of Right Of Use

1. **Limitations on Authority.** No SANBAG employee, officer or agent, or any other person has any authority to promise, commit or bind SANBAG to any grant of right of use, or to execute or issue any written grant of right of use except as specifically set forth in this policy. Any grant of right of use promised, executed or issued without strict compliance with this policy shall be void, unless authorized by a valid action of the Board. Notwithstanding any delegation of authority in this policy, no grant of right of use involving the closure of operating rail lines, for any period of time, may be granted or issued except by a valid action of the Board.
2. **Approved Forms of Documents.** All grants of rights of use shall be issued on the form documents approved by the General Counsel. The Executive Director, with the approval of the General Counsel, shall have power to alter or amend the form documents for a particular transaction where necessary or desirable to protect SANBAG’s interests, including but not limited to the imposition of conditions as set forth in Section III, subsection D below, but shall not have the power to lessen or waive SANBAG’s protections, except as specifically authorized in this policy or by the Board. Any agreement to lessen or waive SANBAG’s protections set forth in the form documents shall require Board approval and the payment of a fee to cover the cost of processing the request to the Board.
3. **Easements Disfavored.** Easements are generally disfavored. With respect to railroad right-of-way, easements will be granted only when compelled by law, or when necessary to protect SANBAG from liability. Only easements in favor of a public utility for the sole purpose of providing utility service to SANBAG property; easements needed to relocate an existing public utility easement having prior rights as against SANBAG’s interest in the property, where the need for relocation was caused by a project of a SANBAG Entity, San Bernardino Associated Governments, or San Bernardino County Service Authority for Freeway Emergencies; and TCEs in favor of a public agency for the purpose of construction of a public project on adjoining public property and having a term of one year

- or less, may be approved and executed by the Executive Director. All other easements may be approved only by the Board.
4. **Leases.** Leases are disfavored in operating railroad right-of way, but may be considered on a case-by-case basis for station areas, buildings and other property that is not within the railroad operating envelope, and that will not be needed for transportation purposes within three years. Leases may be approved and executed by the Executive Director where all findings and requirements of this policy have been met, the term of the lease is not more than 5 years, and the fair market rental value of the property subject of the lease, as determined according to the provisions of Section V of this policy, does not exceed \$5,000 per month.
  5. **Licenses.** Licenses are the favored document for grants of rights of use where the proposed use is expected to continue longer than 30 days. Licenses may be granted and executed by the Executive Director. However, where the use proposed is a longitudinal use of more than 1,000 feet in length, the license shall require Board approval.
  6. **Permits.** Permits are the favored document for grants of rights of use where the proposed use is reasonably expected to continue for less than 30 days, or for a longer period if being granted to a contractor for the purpose of conducting work necessary to establish a longer-term use allowed by license agreement to another party, such as the construction of an underground pipeline or conduit crossing of the property. Permits may be approved and executed by the Executive Director. There are three kinds of permits issued by SANBAG:
    - a. **Right-of-Entry Permit.** A Right-of-Entry permit is issued where temporary access to property is needed for short-term activities such as, but not limited to environmental studies, property surveys, the construction, maintenance, or renovation of an improvement or facility, either on the SANBAG Rail Property pursuant to a license, lease, or easement, or on adjoining property belonging to another party.
    - b. **Special Event Permit.** A Special Event Permit is issued where the applicant will be using Rail Property to conduct a special event, such as but not limited to a party, sale, show, festival, sporting event, or motion picture or television filming. It shall be issued in substantially the same form as a Right-of-Entry Permit. However, the Executive Director is authorized to condition, add to, delete from and/or modify the Right-of-Entry Permit form to address the special circumstances and/or risks presented by the particular Special Event, with the advice and approval of General Counsel.
    - c. **Special Right-of-Entry Permit.** A Special Right-of-Entry permit is issued when an adjoining property owner needs access to SANBAG Rail Property for mutually beneficial purposes not involving significant risks and hazards, such as but not limited to lot-line fence repair, graffiti removal, vegetation removal, minor maintenance, etc. Where meeting the minimum insurance requirements would be an economic hardship on the applicant and the Risk Manager and/or General Counsel determines that the level of risk involved does not require more protection for SANBAG, a Special Right-of-Entry Permit may be issued with a release of liability and indemnity agreement and the insurance requirements may be reduced or waived.
  7. **Extensions, Renewals and Amendments.** Any extension, renewal or amendment of any grant of right of use may be granted and executed by the same level of SANBAG Authority authorized to initially grant such right of use if the extension, renewal or amendment would have qualified as an initial grant of right of use under this policy, whether or not the initial grant of right of use predates the adoption of this policy.
  8. **Termination of Grant of right of use.** Any grant of right of use may be terminated in accordance with its terms by the same level of SANBAG Authority as is authorized to grant such right of use under this policy whether or not the grant of right of use predates the adoption of this policy.



9. **Consent to Assignment, Assumption or Sublease.** Consent to Assignment, Assumption or Sublease of any grant of right of use may be granted by the same level of SANBAG Authority as is authorized to grant such right of use under this policy, whether or not the grant of right of use predates the adoption of this policy provided that the assignee/assumer/sublessee and its proposed use meet all requirements of this policy independently of the original Permittee and all required findings for the original approval of a grant of right of use are met.
  10. **Exceptions.** Where the Board has approved or authorized exceptions to or deviations from the requirements of this policy, the Executive Director shall have authority to execute any grant of right of use document implementing such Board approval or authorization, when approved by the General Counsel.
  11. **Encroachment/Trespass/Nuisance.** Any encroachment is hereby declared to be a trespass and a public nuisance and the Executive Director, with the advice and approval of General Counsel, is hereby authorized to take all actions, including but not limited to the filing of court actions, necessary or appropriate to enforce SANBAG's rights and remedies, and, when, where and to the extent legally permitted, to abate or eject any and all such trespasses/nuisances. In appropriate cases, where the encroaching use would have qualified, or could be corrected to qualify, for a grant of right of use under this policy, all required findings set forth in this policy can be made, and the encroacher/trespasser satisfactorily demonstrates trustworthiness and willingness to comply with all requirements, the encroachment/trespass may be remedied by compliance with required corrections and subsequent granting of a right of use, payment of fees and charges in accordance with and subject to all of the provisions of this policy and payment of costs incurred by SANBAG in enforcing its rights. The Executive Director is authorized to negotiate and compromise the amounts of back fees and charges owed and costs to be collected, up to the amount of his or her contract authority, with the advice and approval of General Counsel.
  12. **Emergency Expenditures.** In the event of an emergency or discovery of a dangerous condition of Rail Property, the Executive Director is authorized to expend or authorize expenditures of funds from grant of right of use revenues or other available funds, up to \$100,000 in any single instance, for immediate repairs and/or safety measures needed to assure public health and/or safety and to take or authorize all other immediate actions necessary to protect public health and/or safety, including without limitation hiring contractors, laborers, and/or undertaking force account work without competitive selection processes where consistent with state and federal law for such emergency circumstances. This subsection is not intended to limit the Executive Director's authority under California Public Utilities Code Section 130235 regarding immediate remedial expenditures.
  13. **Discretionary Actions.** Wherever any grant of right of use, regardless of the level of SANBAG Authority originally approving it, provides or implies that SANBAG has any discretion to take or refrain from any action or give any notice, the Executive Director, with the advice and approval of General Counsel, is hereby authorized to exercise such discretion on SANBAG's behalf.
- C. Executive Director Approval.** The Executive Director shall not approve, grant or execute a grant of right of use without first doing all of the following:
1. Make all of the following findings concerning the proposed use and user, based upon reliable, verified information and evidence:
    - a. It is in the best interest of SANBAG to issue the grant of right of use.
    - b. The prospective user is credit worthy, meets the insurance requirements of SANBAG, and demonstrates sufficient financial responsibility to fulfill all obligations under the grant of right of use.
    - c. Neither the use nor any work needed to establish the use, including but not limited to grading, excavation, boring, paving, etc., will interfere with or adversely affect any

present or future City, County, Caltrans, Railroad Operator, or SANBAG transportation uses, projects or operations, or any property or facilities of any SANBAG Entity, whether or not rail or transportation related.

- d. Any and all required building and/or occupancy permits or other governmental authorizations have been obtained by the proposed user under the current applicable zoning regulations and code requirements.
  - e. The proposed use is not illegal, would not constitute a public or private nuisance, is not contrary to public or SANBAG policy, would not create a dangerous or unsafe condition, and is compatible with nearby properties.
  - f. The proposed use does not create a park or recreational use of the Rail Property subjecting the Rail Property to federal Rule 4(f) requirements, as set forth in 49 U.S.C. §303, 23 U.S.C. §138, and/or Title 23 Code of Federal Regulations 774, or otherwise change the nature of the primary use of the Rail Property.
  - g. The proposed use conforms to SANBAG policies and requirements affecting either the proposed use or the Rail Property, and to all applicable government permits, approvals, and regulations, and complies with any agreements affecting the Rail Property, including those with railroad operators or adjoining landowners.
  - h. The proposed use is not intended to meet any city, county, state, federal, or other regulatory code requirements imposed on the tenants of adjoining or nearby property or public facility.
  - i. It has been found by the responsible lead agency, or otherwise proven, to be exempt from the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), or the requirements of CEQA and NEPA have been previously fulfilled, such that SANBAG shall have no responsibility or liability for compliance with CEQA or NEPA.
  - j. It does not pose an environmental risk from hazardous materials or violate environmental laws.
  - k. The fees and charges required to be paid by the Permittee constitute a fair market return on the property, or that SANBAG is precluded by law from charging a higher fee.
2. Verify that the prospective Permittee has delivered to SANBAG all of the following:
    - a. Valid insurance certificates documenting compliance with all applicable SANBAG and Railroad Operator insurance requirements, including required additional insured endorsements.
    - b. Proof that all other applicable requirements of any Railroad Operator have been met, including but not limited to, roadway worker protections, safety training, flagging, permits, and indemnity.
    - c. All required fees and charges, including use fees for the initial period of use.
  3. Verify that the form of the grant of right of use has been approved by General Counsel, and evidence of insurance has been reviewed and approved by SANBAG's Risk Manager.

**D. Conditions.** The Executive Director is empowered to impose conditions on any grant of right of use to assure that the necessary findings, standards, specifications, and other regulations will be met and that SANBAG's best interests and public safety are adequately protected.

**E. Board Approval.** Where the Executive Director believes that the facts and circumstances of the application or the use raise policy questions best decided by the Board, the application may be presented to the Board for their determination without first denying the application.

## F. Insurance requirements

1. **Minimum requirements.** Except as to Special Right of Entry Permits granted waivers of insurance as set forth above, the insurance requirements for any grant of right of use shall not be less than the following minimum insurance coverage and limits:
    - a. Commercial General Liability (CGL) – \$1 million per incident, \$2 million aggregate
    - b. Worker’s Compensation – not less than \$1 million
    - c. If hazardous materials are or may be involved, Pollution Liability – \$1 million
    - d. If operational railroad right-of-way is involved or potentially affected, Railroad Protective Liability Insurance (RPLI) – \$2 million per incident, \$6 million aggregate. CGL that is approved by the SANBAG Risk Manager and General Counsel as including equivalent coverage to the required RPLI may be used to satisfy this requirement. This requirement may be waived by the Executive Director where he or she finds, in writing, upon advice of the Risk Manager and with the advice and consent of the General Counsel, that the allowed uses and operations on the Rail Property would present no reasonable risk of a liability that would be covered by RPLI.
  2. These coverage requirements may be increased by the Executive Director with the advice and approval of the Risk Manager and/or General Counsel where the risks associated with a particular use warrant increased coverage. The minimum requirements may also be increased from time to time by the Executive Director upon advice of the Risk Manager and/or General Counsel to reflect changing circumstances, claims history, changes in the law, and other relevant factors.
  3. All insurance policies shall be issued by insurance carriers either admitted in California or approved by the Risk Manager, and having an A.M. Best rating of A-VII or better, and all policies and insurance certificates shall be in form and content acceptable to the Risk Manager and General Counsel.
  4. All insurances, except Worker’s Compensation, shall contain endorsements naming SANBAG and the SANBAG Entities, their officers, employees, contractors, volunteers and agents as additional insured parties and providing for a waiver of subrogation acceptable to the Risk Manager or General Counsel.
- G. Inspections.** After the grant of right of use has been approved and is being used, SANBAG may, but shall not be required to, conduct an annual or other periodic inspection of the Rail Property to verify the Permittee’s compliance with the terms and conditions of the grant of right of use and that the use has not created unforeseen safety or use compatibility issues. The cost of the periodic inspection shall be included in the Annual Administrative Fee described below. However, SANBAG may inspect as frequently as it deems necessary or desirable, in its sole discretion, where the nature of the use or the results of a prior inspection indicate that it is in SANBAG’s best interests, or those of the public, to do so. The user shall pay a fee, set by the Board from time to time, for each such subsequent inspection within 30 days of the applicable inspection. Failure to submit to any inspection or to pay the Inspection Fee shall result in termination of the grant of right of use.

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## IV. SPECIFIC USES

These additional requirements apply to the following specific uses.

- A. Signs.** Only the Board may approve a grant of right of use for a permanent sign structure.
- B. Roads and Pathways.** Only the Board may approve a grant of right of use for a long-term (longer than sixty (60) days) road, driveway, bikeway, pathway or similar use. Additional insurance may be required by the Risk Manager.

- C. **Uses Open to Invitees or the Public.** Uses open to invitees of the Permittee or to the public, may be subject to additional insurance requirements by the Risk Manager, special conditioning by the Executive Director, and liability review by General Counsel prior to approval.
- D. **Filming.** Permittees of grants of rights of use for purposes of filming shall not engage in or stage dangerous stunts, pyrotechnical scenes, explosions, etc. Additional insurance may be required by the Risk Manager.

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## V. FEES AND CHARGES

### A. Application Fee

1. **Payment of Fee.** Each potential Permittee shall pay, at the time of filing the application, a non-refundable Application Fee in an amount set by the Board from time to time by resolution. The Application Fee shall be for the purpose of recovering the full estimated cost for all processing, reviews, and analysis of applications for, issuance of, and management of Rail Property grants of rights of use, including but not limited to the cost of employees' and contractors' time, attorney and engineering review, for the protection of SANBAG's interests over the term of the grant of right of use, and for all anticipated SANBAG administrative and overhead costs for the initial 12 month (or part thereof) period of use.
2. **Separate Fee for Subsequent Reviews.** If the application is rejected or withdrawn, and is resubmitted for a new review, with or without changes, after the application has been processed for submittal to the Executive Director for approval/rejection, the applicant shall separately pay the Application Fee for each such subsequent review.
3. **Complex Reviews/Additional Fees.** Where the nature of the proposed use, and/or other facts and circumstances relative to the application make it clear that the cost of the amount of time or level of expertise, including but not limited to legal and/or engineering expertise, needed to properly review the application will significantly exceed the estimated full cost recovery as set forth in the adopted Application Fee, the Executive Director may require the applicant to pay the full actual cost of processing and reviewing the application. The adopted Application Fee shall then be a deposit against such full actual cost, and the Executive Director may require the deposit of such additional amounts as are reasonably calculated to estimate the full actual cost prior to processing the application or at any time prior to approval or denial. Upon approval or denial of the application, an accounting shall be made and any overpayment returned to the applicant, and any deficiency shall be paid to SANBAG prior to issuance of any grant of right of use. Failure to deposit any such amounts shall be grounds for denial of the application without further processing.
4. **Consent Assignment, Assumption, Subleases Fee.** At the time of submittal of a request for Consent to an assignment or assumption of a license or lease, or a sublease, the applicant shall pay a non-refundable Application Fee.

- B. **Administration Fee.** Each Permittee shall pay annually on or before the anniversary of the date of issuance of the grant of right of use, an Administration Fee in an amount set by the Board from time to time by resolution. The Administration Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, inspection, insurance and compliance reviews, and other anticipated administrative costs of the grant of right of use for the following 12 month period of use.

- C. **Use Fee.**

In addition to the Administration Fee, each Permittee shall pay a Use Fee upon the issuance of the grant of right of use and each year thereafter on the anniversary of the issuance date throughout the term of the grant of right of use. In the case of leases, the Use Fee may be denominated as "Rents", and the terms "Use Fee" and "fee" or "fees" as used in this Policy where including Use Fees, shall include Rents for leases. Depending upon the type of use, the Use Fee shall be either a Fixed Use Fee or a Fair Market Use Fee.

1. **Fixed Use Fee.** The Board may approve by resolution Fixed Use Fees for certain permitted uses where the Board determines a fair market-based fee may be reasonably calculated in advance of receipt of an application for a grant of right of use.
  2. **Fair Market Use Fee.** The Board may designate by resolution the imposition of Fair Market Use Fees for certain uses of Rail Property, and the establishment of minimum amounts for such Fair Market Use Fees. Where the Board has by resolution approved a Fair Market Use Fee for certain uses, the Executive Director shall establish the annual Fair Market Use Fee for each specific grant of right of use based upon a consideration of each of the following information sources, to the extent available, which shall be documented in the file for the grant of right of use:
    - a. appraisal data related to the acquisition of property for SANBAG projects;
    - b. rent/use fees of other nearby and comparable SANBAG grants of rights of use;
    - c. comparable sales and/or rents of adjacent properties;
    - d. right-of-way rent/use fees charged by railroads, utilities, and other private entities and public agencies (e.g., transit agencies, cities, counties and state) that have comparable rights of way near the subject Rail Property;
    - e. relevant value and rate information and opinions gathered from qualified local real estate professionals, such as brokers, property managers and agents; and
    - f. appraised value of neighboring properties (commonly referred to as “Across the Fence” or ATF values) as determined by a periodic appraisal of SANBAG’s ROW properties.
  3. Fair Market Use Fees for Transverse or Longitudinal uses shall be based on a minimum 10’ wide facility corridor.
  4. Where insufficient information is available upon which to base a determination of Fair Market Use Fee, or where the information that is available is inconsistent or contradictory, the Executive Director may negotiate a Fair Market Use Fee value at a rate intended to maximize SANBAG’s economic return on the Rail Property. The Executive Director shall document the considerations used in setting or agreeing to the value.
  5. Where more than one potential user is or could be interested in pursuing an exclusive grant of right of use (such as, but not limited to, a commercial parking lot, a pumpkin or Christmas tree lot or other sales outlet) the Executive Director may authorize a competitive bid or proposal process to determine which party receives a grant of right of use, and the highest bid/proposal from an acceptable applicant meeting all criteria of this policy shall be considered the Fair Market Use Fee.
  6. The principles set forth in this Subsection C shall apply to Rents charged for Lease Agreements under this policy.
  7. Revenue Sharing. For commercial uses generating revenue on SANBAG Rail Property, and where the Board has designated the use by resolution to be subject to a Fair Market Use Fee, the Executive Director may authorize or negotiate a use fee in the form of a percentage of the user’s earned revenue as part of, an offset to, in addition to, or in lieu of the applicable fee or rent when the Executive Director determines it is in SANBAG’s best interests to do so and all other requirements of this Policy have been met.
- D. Extension Fee.** Each Permittee shall pay SANBAG upon submittal of a request for an extension of a grant of right of use, an Extension Fee in an amount set by the Board from time to time by resolution. The Extension Fee shall be for the purpose of full cost recovery for all staff time, consultant costs, legal services, overhead, and document preparation of the extension.
- E. Appeal Fee.** The cost to appeal an Executive Director decision to the Board or to apply to the Board for a waiver or reduction of a requirement set by this policy shall be set by the Board from time-to-time by resolution at estimated full cost recovery. The appeal fee shall be paid



by the Appellant at the time of submitting an Appeal to SANBAG. The appeal fee shall also be paid by the applicant whenever an application for a grant of right of use is referred to the Board for consideration at the request of the applicant. This fee shall be in addition to the applicable Application Fee.

- F. Adjustments.** Fees shall be adjusted annually to reflect the increase in the Consumer Price Index and, where applicable, shall be studied and adjusted periodically to reflect changes in fair market rates.
- G. Waivers.** The Executive Director may approve waivers or reductions of, or off-sets against, the Board-approved fees and charges to the extent that SANBAG receives value, consideration and/or benefit from the use or the Permittee; or that the Executive Director determines it is in the best interests of SANBAG to do so.
- H. Reporting.** The Executive Director shall report to the Board at a duly noticed public meeting at least once each year regarding all grants of right of use issued, amended, denied, and/or terminated, including all fees and charges for each, the bases on which all Fair Market Use Fees were established, and the amounts and bases for any reductions or waivers approved.

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## VI. APPEALS

- A.** The following decisions by the Executive Director (Executive Director Decision) are appealable by a Permittee or applicant for a grant of right of use: (1) to deny an application for issuance, amendment, extension, or assignment of a grant of right of use; (2) to establish a Fair Market Use Fee; (3) to terminate a grant of right of use; (4) to impose a condition; or (5) to make any other discretionary decision permitted under this Policy.
- B.** An appeal of a Executive Director Decision by a Permittee or applicant shall comply with the following procedures.
  1. Permittee or applicant (Appellant) shall submit a written appeal to the SANBAG Board addressed to the SANBAG Board President, 1170 West Third Street, Second Floor, San Bernardino, California 92410, within five business days of the Executive Director Decision, and shall include the Appeal Fee. The appeal shall set out in specific detail the factual basis for appeal of the Executive Director Decision and include all supporting evidence and documentation, and shall be submitted under penalty of perjury.
  2. The Board President shall have authority to, in his or her sole discretion, act as the impartial Hearing Officer and hear the appeal; refer it to an impartial Hearing Officer who may be a SANBAG officer or employee, but may not be the Executive Director or any other employee who has participated in the review of the application or the decision being appealed; or refer it to the full Board, the Board Commuter Rail and Transit Committee, the Board General Policy Committee, or the Board Metro Valley Study Session, which shall then act as the Appeal Board. Such determination shall be made based upon the need for timely resolution of the appeal, complexity of the facts and circumstances or issues raised by the appeal, the nature of policy issues to be decided, and other relevant facts and circumstances.
    - a. If a Hearing Officer is used, the hearing shall be set for no more than 10 business days after receipt of the appeal, and the Appellant shall be given not less than 5 business days' notice of the time and place of the appeal hearing.
    - b. If an Appeal Board is used, the hearing shall be set for the next regular meeting of the body designated as the Appeal Board which will take place at least 15 business days after the filing of the appeal.
  3. The Hearing Officer or Appeal Board shall consider only such facts, evidence and documentation as is submitted in the form of a declaration under penalty of perjury or is provided under oath at the appeal hearing.
  4. The Hearing Officer or Appeal Board shall render a decision and provide notice of the decision to the Appellant within 15 business days after the conclusion of the appeal hearing. The decision of the Hearing Officer or Appeal Board shall be final.

Adopted by Board of Directors: July 2, 2014

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**VII. REVISION HISTORY**

Revision No.	Revisions	Adopted
0	Adopted.	07/02/14

Attachment: Policy 31602 (2534 : Repeal of Right-of-Way Policy 31600 & 31601)



San Bernardino Associated Governments	<b>Policy No.</b>	31601
Adopted by the Board of Directors May 5, 1993	Revised	New 5/5/93
<b>Measure I Valley Commuter Rail Interim Use Policy for Baldwin Park Branch Right of Way (Fair Market Value)</b>	Revision No.	0

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<b>Table of Contents</b>   <a href="#">Request by the City of Upland</a>   <a href="#">Review of Request and Proposed Policy Direction</a>   <a href="#">Revision History</a>
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In 1991 SANBAG acquired the approximately 19.1 miles of the Southern Pacific Railroad Baldwin Park branch within this county. At the time of its purchase it appeared uncertain whether SANBAG would be able to acquire its preferred commuter rail route on the Santa Fe. The purchase price for the Baldwin Park was considered very reasonable at \$10.4 million.

The Santa Fe Railway has since concluded an agreement with SANBAG to purchase its Pasadena Subdivision and work is currently underway to initiate commuter rail service to Upland, Rancho Cucamonga, Fontana, Rialto and San Bernardino using the Santa Fe route.

The only remaining freight service on the SANBAG Baldwin Park branch occurs at the eastern end of the line in Rialto. The balance of the line either receives no freight service or is, in fact, formally abandoned per Interstate Commerce Commission rules on freight service. At its western end within this county the rail line has been severed in order to construct the Monte Vista Avenue extension within the City of Montclair.

There is general agreement that the integrity of this linear right of way should be preserved and not sold off piecemeal. Some SANBAG Board Members have even suggested that it might be feasible to institute some form of light rail service in the future on this corridor.

**Request by the City of Upland**

The City of Upland is seeking an underground easement for a portion of that right of way within its corporate limits to construct a reinforced concrete box structure to carry flood waters. The City is willing to construct the underground facility to the engineering requirements of SANBAG (and the Southern California Regional Rail Authority) to permit the re-construction of rail on the surface of the right of way and eventual operation of rail service without damage to its flood control facility.

The policy issues facing SANBAG include the following:

- 1) Whether to charge fair market value for granting this easement to another public agency;
- 2) Whether to require the public agency seeking the easement to maintain the surface portion of the right of way subject to the surface or underground easement;
- 3) In lieu of a cash transaction whether to require public agencies to provide offsetting actions of value to the SANBAG commuter rail program.

**Review of Request and Proposed Policy Direction**

Since the objective of SANBAG is to preserve the integrity of the linear right of way in this corridor for possible future use, its interim use by either a public agency or private party for purposes consistent with

preserving the continuity of the right of way should be permitted. Examples of private party uses might include parking or landscaping if otherwise permitted by local agency codes. Such private uses would be granted only under a lease agreement with reasonable termination clauses in the lease.

Public agency uses for such purposes as underground flood channel or surface bikeways could also be permitted provided that the proposed use was designed in such a fashion that eventual conversion of the surface right of way to a transit project would not incur added capital costs to the transit project as a result of the ongoing interim use developed by the public agency. In this respect the proposed design standards for the Upland underground flood channel appear to be consistent with the objective of developing a rail system on the surface without expending additional funds to compensate for the existence of an underground facility. Thus the proposed underground facility should be approved.

The issue of charging fees for a public agency use which is technically compatible with future rail development is the most vexing question. On the side of charging for an easement is the undeniable fact that SANBAG has paid \$10.4 million for this right of way and a return on this investment could benefit the commuter rail program whose funds were used to acquire the right of way.

On the other side of the equation is the fact, equally undeniable, that SANBAG intends to maintain the property as a right of way for the foreseeable future with no intention to sell and consequently very limited opportunities to earn a return on investment through leasing this land to any private parties.

SANBAG staff is proposing a policy which combines features of a revenue easement with the practical effect of a "no charge" license. SANBAG proposes that public agency requests be accommodated to the maximum extent feasible consistent with the following general principles:

1. Public agencies agree to accept maintenance of the surface portion of the right of way subject to the easement.
2. Public agencies acknowledge in the easement agreement that the intended public use of this right of way is for rail transit purposes.
3. Public agencies agree to work with SANBAG staff in identifying mutually agreeable actions which the public agency can undertake which have a present or future value in the development of rail service in the county.

In the case of Upland, the City has indicated a willingness to discuss closing some street crossings which currently cross the Baldwin Park branch. The value of a closed crossing for a future rail line is approximately \$100,000 in avoided signalling costs. The annualized cost of right of way maintenance can also be calculated to offset the fair market easement cost. In the case of Upland the estimated fair market value for an easement would be approximately \$700,000-\$800,000.

Adopted by Board of Directors: May 5, 1993

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#### REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	05/05/93

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San Bernardino Associated Governments	<b>Policy No.</b>	31600
Adopted by the Board of Directors	June 4, 1995	Revised
<b>Baldwin Park Branch Continuity Policy and General Guidelines</b>		Revision No.
		2/7/2001
		1

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<b>Table of Contents</b>
<a href="#">Primary Use</a>   <a href="#">General Guidelines</a>   <a href="#">Revision History</a>

The primary use for the Baldwin Park Branch right of way is for rail transit purposes. The immediate implementation of rail service is not planned but SANBAG does not wish to permit any activity which would either preclude or make difficult the future implementation of rail service on this important and irreplaceable 20-mile corridor. Notwithstanding this, SANBAG wishes to encourage compatible uses within the right of way which further public purposes and improve the quality of life.

**General Guidelines for Implementing the Policy:**

1. All improvements, whether perpendicular or parallel to the right of way, shall be constructed in such a fashion that rail service could be implemented without material change to the non-rail improvement. Thus all pipelines, flood control facilities and other utilities either crossing or within the right of way shall be constructed as if rail service were currently operating and built to the appropriate standards to manage rail loadings.
2. Existing railroad bridges may be removed to facilitate road widening subject to the following provisions:
  - a) The design of the roadway shall be such that a new two-track railroad bridge could be built at substantially the elevation as the present structure. A preliminary design shall be performed to assure that a future railroad bridge can be constructed without interfering with the improvements constructed as part of the road-widening project.
  - b) A project agreement granting an easement for roadway use will be required and that agreement will require: 1) the construction of a new bridge by the entity receiving the easement that is adequate for bikeway and/or pedestrian purposes; 2) is built between the two severed portions of the railroad right of way on an alignment which would not conflict with a future rail bridge and; 3) a binding commitment to fund the construction of all bridge abutments and support column footings required either at the time an easement is granted or at such time SANBAG identifies that rail service in the corridor is imminent.
  - c) The sponsor of the roadway widening project agrees waive all future fees and not impose additional requirements for the replacement of the railroad bridge.
  - d) Where SANBAG owns the underlying land in fee, the easement granting use of the land to the project sponsor shall include these conditions.
3. Public bikeways and trails shall be permitted within the rail right of way subject to the following conditions:
  - a) Where rail freight service exists, a fence shall be provided between the established operating rail right of way (minimum ten feet from centerline of track) and the trail; no vegetation or other physical improvement shall extend into the operating rail right of way.
  - b) Where insufficient right of way exists, to provide both minimum acceptable rail right of way and the desired trail width, the public agency sponsor shall demonstrate that the project can be feasible without more railroad right of way. Absent a feasible plan, SANBAG may deny the application under the theory that the trail project may encroach upon the future use of the right of way for rail purposes without acquiring additional right of way.
  - c) On abandoned portions of the rail right of way landscaping and other "non-hard" improvements may be permitted on all portions of the right of way subject to a specific acknowledgement that such

Attachment: Policy31600 (2534 : Repeal of Right-of-Way Policy 31600 & 31601)

- improvements located within a defined 42-46 foot rail right of way are subject to removal at the discretion of SANBAG upon a decision to construct a public transportation improvement.
- d) On abandoned portions of the right of way, fixed improvements such as paving material for walkways and/or bikeways will only be permitted outside the defined rail operating corridor.
  - e) On abandoned portions of the right of way, the public agency sponsoring the trail or bikeway agrees to provide all maintenance, including weed and trash removal for the entire width and length of the right of way within the limits of the trail project. In active portions of the rail right of way, the public agency agrees to maintain the entire non-rail portion of the right of way.
  - f) The public agency sponsoring the trail or bikeway agrees to defend and indemnify SANBAG against all claims for the use of the specified portion of the right of way and/or the encroachment into other portions of the right of way by persons using the trail or bikeway. In order to minimized liability exposure, SANBAG will cause the removal of all rail and ties within the right of way used for trail and/or bikeway facilities.
  - g) In consideration of the agreement to maintain the affected right of way, SANBAG agrees to waive all fees for the use of the right of way.
4. Private lease of the rail right of way for "non-hard" purposes such as parking, landscaping and storage will be considered subject to the priority of other public purposes and all the other conditions noted above pertaining to the maintenance of a viable rail operating corridor.

Adopted by Board of Directors: June 4, 1995

**REVISION HISTORY**

Revision No.	Revisions	Adopted
0	Adopted.	06/04/95
1	Revised par. 2.a) to replace "All bridge abutments and support column footings shall be designed as part of the roadway widening project." with "A preliminary design shall be performed to assure that a future railroad bridge can be constructed as part of the road-widening project."	02/07/01

Attachment: Policy31600 (2534 : Repeal of Right-of-Way Policy 31600 & 31601)

## *Minute Action*

### AGENDA ITEM: 16

**Date:** *February 3, 2016*

**Subject:**

SR210/Base Line Avenue Term Loan Agreement with the City of Highland

**Recommendation:**

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

Approve Contract No. 16-1001330, a term loan agreement in an amount not to exceed \$662,407 with the City of Highland for the State Route 210/Base Line Interchange Project.

**Background:**

On February 6, 2013, the City of Highland (City) and SANBAG entered into Contract No. C13027 setting forth the funding and other obligations of the City and SANBAG for the Preliminary Engineering and Environmental Document (PA&ED) Phase for the Interchange at Base Line and State Route 210 in the City of Highland.

To date, there have been three modifications to the Contract: Amendment #1 dated August 27, 2013, modified the scope of the contract to include a combined Project Study Report-Project Report (PSR-PR) in lieu of PA&ED, and Amendment #2 dated June 18, 2015, extended the expiration date to December 31, 2016.

Amendment #3 dated December 3, 2015, identified the funding responsibilities and a request that SANBAG provide project management services for the PSR-PR and Environmental Document (ED) and Plans, Specifications and Estimate (PS&E) phases of the project. In that amendment, the project cost for these phases is estimated at \$2,974,780, which is to be funded with 41.90% Development Impact Fees (DIF) funds provided by the City and 58.10% public share funds provided by SANBAG. The DIF share of the PSR-PR, ED and PS&E phases is estimated to be \$1,246,433 with \$252,822 having already been paid to SANBAG, leaving a balance of \$993,611.

The City has requested that SANBAG loan the City two-thirds of its estimated local DIF share balance. The City's one-third deposit of the DIF share due upon the Effective Date of the Agreement is \$331,204. SANBAG's loan of two-thirds of the DIF share balance is \$662,407. The City has also indicated that they anticipate that in the future they will request a loan for the DIF share of the right-of-way and construction phases.

The loan follows the Board of Director's established Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005/VFI-23.2 and loan template dated July 7, 2014. The Loan Agreement was originally recommended for approval by the Board of Directors Metro Valley Study Session (MVSS) on November 12, 2015, but since that time a revised Exhibit B has been provided by the City of Highland that identifies all City projects with committed DIF. As the amount committed

*Entity: CTA*

is significant, staff determined that the Agreement should be brought back to MVSS for further discussion and approval.

As project costs are incurred, SANBAG will send an invoice to the City identifying two-thirds of the City's cost incurred to date and concurrently deduct an amount equal to the invoiced amount from the City's Major Street Funds, which will then be applied to the project cost under Task 0803.

On an annual basis, the City shall transfer to SANBAG all Uncommitted Development Impact Fees collected in the prior Fiscal Year until the Loan Amount is paid in full. The total of Committed DIF as identified in Exhibit B is \$16,105,000. The City has indicated that they anticipate significant DIF in the future from the proposed development and anticipate repayment of this loan and any future loan for the SR210/Base Line Project within the ten years specified in the agreement.

In accordance with the term loan agreement and Policy 40005/VFI-23.2.f, if the City has not repaid the Major Street Program funds by the end of the 10-year term, the term will need to be renegotiated and the City would need to continue to repay the loan until it is retired. If it becomes clear that the full repayment will not occur by the end of Measure I 2010-2040 due to lack of development, the remainder of the loan obligation would need to be fulfilled using the City's Measure I Local Street funds, since interchange-related expenditures are not an eligible use of Major Street Program funds. Reassignment of the payback funds would be part of the renegotiated loan agreement.

***Financial Impact:***

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

***Reviewed By:***

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel has reviewed this item and the draft agreement.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
 Board of Directors  
 Date: February 3, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001330 Amendment No.: \_\_\_\_\_ Vendor No.: 01011  
 Vendor/Customer Name: City of Highland Sole Source?  Yes  No  
 Description: SR210/Baseline Term Loan Agreement  
 Start Date: 2/3/2016 Expiration Date: 6/30/2040 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: C13027

Dollar Amount			
Original Contract	\$662,407	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$662,407</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$662,407</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve term loan agreement 16-1001330

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Ellen Pollema

Attachment: 16-1001330 CSS (2516 : SR210/Base Line Term Loan Agreement)



**MEASURE I VALLEY FREEWAY INTERCHANGE PROGRAM**

**TERM LOAN AGREEMENT**

**(Policy 40005 VFI 23-2)**

**CITY OF HIGHLAND**

**STATE ROUTE 210/BASE LINE INTERCHANGE PROJECT**

**CONTRACT 16-1001330**

This Term Loan Agreement, nominally dated February 3, 2016, is entered into on the Effective Date by and between the City of Highland, a California municipal corporation (Borrower) and the San Bernardino County Transportation Authority (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. On December 5, 2012, Lender’s Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.
- B. On February 6, 2013, Borrower and Lender entered into Contract No. C13027 setting forth the funding and other obligations of Borrower and Lender for the Preliminary Engineering and Environmental Document (PA&ED) Phase of the State Route 210/Base Line Interchange Project (Project) in the City of Highland.
- C. On September 4, 2013, Borrower and Lender entered into Amendment No. 1 to C13027 delineating roles, responsibilities and funding commitments relative to the preparation of the Project Study Report/Project Report for the Project.
- D. On June 18, 2015, Borrower and Lender entered into Amendment No. 2 to C13027 extending the termination date to December 31, 2016.
- E. On February 3, 2016, Borrower and Lender entered into Amendment No. 3 to C13027 restating the roles, responsibilities and funding commitments relative to the Planning, Environmental and Plans, Specifications and Estimate Phases.
- F. Under Contract No. C13027 Borrower is obligated to fund its Local Share of estimated Project Costs (defined below) in an amount not to exceed \$1,246,433, of which \$252,822 has been paid through Fiscal Year 2014/2015.

G. Borrower has requested that Lender loan Borrower two-thirds of its estimated Local Share of Project Costs (under the terms of sub-policy VFI-23-2) in an amount not to exceed \$662,407.

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

## ARTICLE ONE--DEFINITIONS

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

**Agreement** means this Term Loan Agreement, nominally dated December 2, 2015, entered into between Borrower and Lender, as it may be amended from time to time.

**Agreement Termination Date** means the date as described in Section 3.9. **Borrower** means the City of Highland, a California city and municipal corporation.

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

**Contract No. C13027** means the Contract between the City of Highland and the San Bernardino County Transportation Authority for the Planning, Environmental and Plans, Specifications and Estimate Phases of SR210/Base Line Interchange Project, as amended by Amendments 1, 2 and 3.

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

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

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

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

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

**Lender** means the San Bernardino County Transportation Authority.

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

**Loan Amount** means the total amount of all Draws outstanding and unpaid by Borrower, up to an amount not to exceed \$662,407.

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

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

**Local Share** means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SANBAG Nexus Study of forty-one and nine-tenths percent (41.9%); plus (2) SANBAG management and oversight costs for the Project, times the development contribution percentage set forth in the SANBAG Nexus Study of forty-one and nine-tenths percent (41.9%). The Local Share is estimated to be \$1,246,433 less \$252,822 paid to date.

**Local Share Project Cost Deposit** means one-third of the Local Share for the Project, which is Three hundred thirty-one thousand two hundred four dollars (\$331,204). The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

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

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

**Nexus Study** means that study approved by the SANBAG Board on November 6, 2013, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

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

**Project** means the State Route 210/Base Line Interchange Project in the City of Highland, as more fully described in Contract No. C13027 and Amendment Nos. 1, 2 and 3.

**Project Costs** means the total cost of the Project, which are estimated to be \$2,974,780.

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

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

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

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

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

**Valley Freeway Interchange Policy** means the Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan set forth in Policy 40005 adopted by the SANBAG Board April 1, 2009, as revised December 5, 2012 and February 5, 2014.

**Valley Major Street Program – Arterial Sub-Program** means the Measure I program in the Valley subarea that provides funds through an equitable share reimbursement mechanism directly to local jurisdictions for expenditures incurred for components of any arterial project listed within the first two years of their current Capital Project Needs Analysis. For the purposes of this Agreement the Project must be included in the Capital Project Needs Analysis. Amount of Valley Major Street Program – Arterial Sub-Program funds available are determined by equitable share allocation amounts to individual local jurisdictions each fiscal year with a cumulative fund balance carried forward equal to the amount for which the local jurisdiction has not sought reimbursement..

## ARTICLE TWO—TERM LOAN

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

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

2.3 Source of Loan Draws. The sole source of any Draws shall be Borrower's Valley Major Street Program – Arterial Sub-Program funds.

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

## ARTICLE THREE—GENERAL CREDIT PROVISIONS

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

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

3.1.2 Not later than thirty (30) calendar days after SANBAG invoices Borrower for the Local Share Project Cost Deposit, Borrower shall pay SANBAG the Local Share Project Cost Deposit of \$331,204, from Uncommitted Development Impact Fees or other lawful, non-Measure I sources of funds.

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

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

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

3.4 Repayment of Loan Amount.

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

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

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

3.5 Release of Valley Major Street Program – Arterial Sub-Program. Within thirty (30) calendar days after Lender’s receipt of a Term Loan payment from Borrower, Lender shall release to Borrower Valley Major Street Program – Arterial Sub-Program Funds that have been withheld as a Draw under Subarticle 2.2 in an amount equal to Borrower’s Term Loan payment.

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

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

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of two years before the expiration of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower and Lender shall negotiate a Loan repayment plan using Measure I Local Street Program Pass-Through Funds. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower’s obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, Lender shall release its security interest in the Collateral and Lender shall have no further obligation to pay Borrower its Measure I Local Street Program Pass-Through Funds.

3.9 Agreement Termination. This Agreement shall terminate upon the earliest to occur of 1) repayment in full of the Term Loan; 2) termination of the Agreement pursuant to Section 7.2; or 3) the expiration of Measure I.



## ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

4.5 Correctness of Financial Statements. Borrower's Comprehensive Annual Financial Report for Fiscal Year 2013/2014 which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, 2014 and since that date, there has been no material adverse change in Borrower's financial condition.

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

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

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



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

## **ARTICLE FIVE—AFFIRMATIVE COVENANTS**

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

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

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

5.1.2 Any Event of Default; and

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

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

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

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

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

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

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

## ARTICLE SIX—NEGATIVE COVENANTS

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

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

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

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

## ARTICLE SEVEN—EVENTS OF DEFAULT

### 7.1 Event of Default.

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

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

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

7.2.1.1 cease making further Draws;

7.2.1.2 at Lender's sole discretion withhold Valley Major Street Program – Arterial Sub-Program Funds or Local Street Program Pass-Through Funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, without further notice to Borrower;

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

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

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

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

7.2.2.1 terminate this Agreement, without further notice to Lender;

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

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

## **ARTICLE EIGHT—GENERAL PROVISIONS**

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

To: Borrower

City of Highland  
 Attention: City Manager  
 27215 Base Line Street  
 Highland, CA 92346  
 Fax No.: 909-862-3180

To: Lender

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: 16-1001330 SR210-Base Line IC Loan Agmt (2516 : SR210/Base Line Term Loan Agreement)

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

**CITY OF HIGHLAND**

**SAN BERNARDINO COUNTY  
TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Larry McCallon, Mayor

By: \_\_\_\_\_  
Ryan McEachron  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Craig Steele  
City Attorney

\_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

ATTEST

By: \_\_\_\_\_  
Betty Hughes, City Clerk

\_\_\_\_\_  
Jeffery Hill, Procurement Manager

Attachment: 16-1001330 SR210-Base Line IC Loan Agmt (2516 : SR210/Base Line Term Loan Agreement)

**EXHIBIT “A”—COLLATERAL  
COLLATERAL FOR TERM LOAN AGREEMENT NO. 16-1001330**

1. Any and all of the City of Highland Uncommitted Development Impact Fees received by or to be received by the City of Highland, including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted Development Impact Fees are the revenues generated by City of Highland locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for the projects identified in Exhibit “B”.
  
2. Any and all of City of Highland Measure I Local Streets Program Pass-Through Funds up to the amount of Six hundred sixty-two thousand four hundred seven dollars (\$662,407). Local Streets Program Pass-Through Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a pass-through mechanism directly to the City of Highland for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.
  
3. Any and all of City of Highland Measure I Valley Major Street Program – Arterial Sub-Program Funds up to the amount of Six hundred sixty-two thousand four hundred seven dollars (\$662,407). Valley Major Street Program – Arterial Sub-Program Funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a reimbursement mechanism directly to the City of Highland for expenditure on Nexus Study Arterial projects.



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

<b>ITEM</b>	<b>DIF COMMITTED PROJECT</b>	<b>DIF AMOUNT COMMITTED</b>	<b>STATUS</b>
1	Greenspot Road (Church St. to Alta Vista Dr.) and Base Line (Webster St. to Church St.) Bikeway and Safety Improvements	\$ 200,000	Construction
2	5th Street (Victoria Ave. to Palm Ave.) Improvements	\$ 1,000,000	Construction
3	Palm Avenue/Cypress Street Intersection Traffic Signal	\$ 240,000	Design
4	Boulder Avenue (San Manuel Village Entrance to Greenspot Rd.) Improvements	\$ 265,000	Design
5	3rd Street (Victoria Ave. to Palm Ave.) Improvements	\$ 85,000*	Design
6	Orange Street Bridge Replacement at Plunge Creek Overflow	\$ 536,000	Environmental
7	SR-210/Base Line Interchange Ramps and Street Improvements	\$ 2,686,400*	Environmental
8	Victoria Avenue (3rd St. to 6th St.) Improvements	\$ 1,225,000*	Design
9	Deleted	\$ 0	---
10	Palm Avenue (3rd St. to 5th St.) Improvements	\$ 1,040,000	Design
11	3rd Street (Palm Ave. to 5th St.) Extension and Improvements	\$ 3,530,000**	Design
12	Boulder Avenue (Greenspot Rd. to S. City Limits) Improvements	\$ 108,000	Environmental
13	Palm Avenue (Base Line to Highland Ave.)	\$ 1,350,000	Feasibility Study
14	SR-210/5th Street Interchange Ramps and Street Improvements	\$ 3,840,000	Not Started
	<b>TOTAL:</b>	<b>\$ 16,105,000</b>	
*	IVDA Mitigation Payment		
**	DIF and IVDA Mitigation Payment		

Attachment: 16-1001330 SR210-Base Line IC Loan Agmt (2516 : SR210/Base Line Term Loan Agreement)

## *Minute Action*

### AGENDA ITEM: 17

**Date:** *February 3, 2016*

**Subject:**

Advance Expenditure Agreement for the State Route 62 in the City of Twentynine Palms

**Recommendation:**

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

- A. Allocate \$100,000 of Measure I Morongo Basin Subarea Major Local Highway Program Funds to the City of Twentynine Palms for the State Route 62 between Encelia Avenue and Larrea Avenue project.
- B. Approve Advance Expenditure Agreement 16-1001422 with the City of Twentynine Palms for future reimbursement of \$100,000 in Measure I Morongo Basin Subarea Major Local Highway Program Funds for the State Route 62 between Encelia Avenue and Larrea Avenue project.

**Background:**

The State Route 62 (SR62) between Encelia Avenue and Larrea Avenue Project has been awarded Highway Safety Improvement Program (HSIP) funds for the construction phase in the amount of \$606,510. The City of Twentynine Palms has requested \$100,000 in Major Local Highway Program (MLHP) funds to supplement City funds that will be used as the 11.47% local match for the award and for construction management. The Morongo Basin subarea technical representatives approved the allocation of funds and the Advance Expenditure Agreement at a meeting on August 3, 2015.

The Construction Phase of the project is scheduled to begin in June 2016 and be completed by November 2016. Because of commitments to other projects in the MLHP, staff estimates there will not be sufficient cash flow in the program to reimburse the City as project costs are incurred. The Advance Expenditure Agreement will allow the City to incur costs for future reimbursement from the MLHP. The Morongo Basin subarea technical representatives approved the allocation of future funds and the Agreement at a meeting on August 3, 2015.

Currently, SR62 in the City of Twentynine Palms does not meet its designated ultimate street standards due to the lack of standard and consistent shoulders, median, curb and gutter, sidewalk and Right of Way. This project is the first segment of the phased improvements to address the inconsistencies and risks in the existing conditions. The project will install sidewalk infrastructure on the south side of the highway where no sidewalk exists. Pedestrian crossing signage and high-visibility crosswalk pavement markings will be installed at Encelia and Larrea Streets. The project will complement the SR62/Encelia Avenue Traffic Signal project which was previously allocated MLHP funding.

*Entity: CTA*

Board of Directors Agenda Item  
February 3, 2016  
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***Financial Impact:***

This item has no impact on the adopted SANBAG Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 15, 2016. General Counsel has reviewed this item and the draft agreement.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

---

Approved  
Board of Directors  
Date: February 3, 2016  
Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001422 Amendment No.: \_\_\_\_\_ Vendor No.: 02201  
 Vendor/Customer Name: City of Twentynine Palms Sole Source?  Yes  No  
 Description: Advance Expenditure Agreement for SR62/Encelia to Larrea Project  
 Start Date: 2/3/2016 Expiration Date: N/A Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: None

Dollar Amount			
Original Contract	\$ 100,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 100,000.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 100,000.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve contract 16-1001422

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Ellen Pollema

Attachment: Contract Summary Sheet (2515 : Advance Expenditure Agreement for City of Twentynine Palms)

**ADVANCE EXPENDITURE AGREEMENT NO. 16-1001422**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF TWENTYNINE PALMS**

**FOR**

**STATE ROUTE 62 BETWEEN ENCELIA AVENUE  
AND LARREA AVENUE PROJECT**

This Advance Expenditure Agreement (“AGREEMENT” or “AEA”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the CITY of Twentynine Palms (hereinafter referred to as “CITY”). AUTHORITY AND CITY shall be collectively known as “Party” or “Parties”.

The Effective Date of this AGREEMENT shall be the date upon which AUTHORITY executes this AGREEMENT.

RECITALS

A. The Measure I 2010-2040 (“Measure I”) Expenditure Plan and the Morongo Basin Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Morongo Basin Subarea Major Local Highway Program (MLHP) funds;

B. The State Route 62 between Encelia Avenue and Larrea Avenue Project in the City of Twentynine Palms (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A;

C. AUTHORITY has determined that the PROJECT is eligible to receive the Morongo Basin Subarea MLHP funds for the construction phase of the work (hereinafter referred to as “PHASE”);

D. City has requested an allocation of \$100,000 Morongo Basin Subarea MLHP funds that are not immediately available;

E. CITY wishes to begin the PROJECT prior to Measure I funds being available for this PROJECT; and

F. Since revenue from Measure I 2010-2040 is limited, AUTHORITY and CITY are entering into this AGREEMENT, which will allow CITY to use its own funds to implement the PROJECT in advance of an allocation of Measure I funds, with the understanding that AUTHORITY will reimburse CITY at a later date for AUTHORITY's share of eligible PROJECT expenditures incurred after January 1, 2016, in accordance with the Advance Expenditure Agreement (AEA) reimbursement policy in the Measure I 2010-2040 Strategic Plan Rural Mountain/Desert Subareas Advance Expenditure Processes Policy No. 40022 (POLICY), as applicable;

G. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan as adopted by AUTHORITY.

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

### SECTION I

#### AUTHORITY AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT, as set forth in Attachment A to this Agreement and as governed by POLICY in the Measure I 2010-2040 Strategic Plan, in effect as of this AGREEMENT's Effective Date.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the POLICY and after CITY submits to AUTHORITY an original and an electronic copy 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 AUTHORITY when planning and conducting additional audits.

### SECTION II

#### CITY AGREES:

1. That only eligible PROJECT expenses, as set forth in Attachment A to this AGREEMENT, that conform to the SANBAG Measure I 2010-2040 Strategic Plan Policies will be eligible for Measure I reimbursement. CITY agrees that it will only request reimbursement for eligible PROJECT activities and that reimbursement will occur based on timelines governed by the POLICY.

2. To submit to AUTHORITY an original and an electronic copy of signed invoices for reimbursement of eligible preconstruction PROJECT expenses no later than PROJECT acceptance. CITY further agrees and understands that AUTHORITY will not reimburse CITY for any PROJECT expenditures that are inconsistent with the Measure I 2010-2040 Strategic Plan. The Final Report of Expenditures must state that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT activities described in Attachment A.
3. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.
4. To provide a share of total eligible PROJECT expenses as defined in Attachment A.
5. To provide the CITY portion of funds for the PROJECT under this AGREEMENT.
6. To maintain all copies of all consultant/contractor invoices, source documents, books and records connected with performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures or until audit resolution is achieved, whichever is later.
7. To establish and maintain an accounting system and internal controls conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's request for reimbursement, payment vouchers and invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
8. To allow for the preparation of a PROJECT audit to be completed by CITY or by AUTHORITY, at AUTHORITY's option and expense, and to cooperate in the audit as described in Section I Article 3 upon completion of the PROJECT. The audit must find that all funds expended on the PROJECT were used in conformance with this AGREEMENT.
9. To include in all contracts between CITY and contractors for the PROJECT the requirement that AUTHORITY be named as an additional insured under



general liability insurance policies maintained by the contractor for the PROJECT.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
2. AUTHORITY's financial responsibility for the PROJECT shall not exceed the AUTHORITY share listed in Attachment B unless amended by both Parties. Reimbursement for the PROJECT shall be limited to the AUTHORITY share of the estimated cost of the PROJECT for which funds have been allocated by the AUTHORITY Board, or to the AUTHORITY share of the actual cost, whichever is less.
3. This agreement can be amended when agreed upon by both Parties.
4. CITY will use its own funds to implement the PROJECT in advance of the additional \$100,000 allocation of Measure I funds, with the understanding that AUTHORITY will reimburse CITY for AUTHORITY share of eligible PROJECT expenditures at a later date in accordance with the POLICY.
5. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT activities that are described in this AGREEMENT and shall not include escalation or interest.
6. CITY shall defend, indemnify, and hold harmless AUTHORITY, its officers and employees, from and against any and all actions, claims, injuries, damages, liabilities, demands, losses, judgments, penalties, expenses and costs including attorney's fees for staff attorneys and outside counsel (collectively "Liabilities") arising out of or in any way connected with anything done or omitted to be done by CITY, its officers, employees, agents, contractors, consultants, subcontractors and subconsultants of any level, in connection with the PROJECT or under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's obligations under this Article apply to AUTHORITY's "passive" and "active" negligence, but do not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
7. AUTHORITY shall defend, indemnify, and hold harmless CITY, its officers and employees, from and against any and all actions, claims, injuries,

damages, liabilities, demands, losses, judgments, penalties, expenses and costs including attorney's fees for staff attorneys and outside counsel (collectively "Liabilities") arising out of or in any way connected with anything done or omitted to be done by AUTHORITY, its Board of Directors, employees, agents, contractors, consultants, subcontractors and subconsultants of any level, in connection with the PROJECT or under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. AUTHORITY's obligations under this Article apply to CITY's "passive" and "active" negligence, but do not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

8. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
9. AUTHORITY is a public entity with Professional Liability, General Liability and Automobile Liability insurance policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
10. This AGREEMENT is expressly subordinate to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.
11. This AGREEMENT will be considered terminated upon reimbursement of eligible costs by AUTHORITY. The AGREEMENT may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT construction work described in Attachment A has not been initiated within twenty-four (24) months of the date of execution of this agreement.
12. Attachments A (Description and Project Milestones) and Attachment B (Summary of Estimated Costs) for PROJECT are attached to and incorporated into this Agreement.
13. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT below.

----SIGNATURES ON NEXT PAGE----

**San Bernardino County  
Transportation Authority**

**City of Twentynine Palms**

By: \_\_\_\_\_  
Ryan McEachron, Chairman  
Board of Directors

By: \_\_\_\_\_  
Frank Luckino  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
SANBAG General Counsel

By: \_\_\_\_\_  
CITY Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONCURRED:

ATTEST:

By: \_\_\_\_\_  
Jeffery Hill,  
Procurement Manager

By: \_\_\_\_\_  
City Clerk

Attachment: AEA-29Palms (2515 : Advance Expenditure Agreement for City of Twentynine Palms)

## Attachment A

### STATE ROUTE 62 BETWEEN ENCELIA AVENUE AND LARREA AVENUE PROJECT

#### Description of Project and Milestones

<b>Project Title</b>		
State Route 62 between Encelia Avenue and Larrea Avenue (approximately 0.6 miles).		
<b>Location, Project Limits, Description, Scope of Work, Legislative Description</b>		
Install sidewalk infrastructure on the south side of the highway and across a culvert where no sidewalk exists. Pedestrian crossing signage and high-visibility crosswalk pavement markings will be installed at Encelia and Larrea Avenues.		
<b>Component</b>	<b>Implementing Agency</b>	<b>Reimbursements</b>
PA&ED	City of Twentynine Palms	
PS&E	City of Twentynine Palms	
Right of Way	City of Twentynine Palms	
Construction	City of Twentynine Palms	
<b>Legislative Districts</b>		
<b>Assembly:</b>		<b>Senate:</b>
<b>Congressional:</b>		
<b>Purpose and Need</b>		
This is the first segment of the phased improvements to address the inconsistencies and risks in the existing conditions. Currently, SR 62, in the City of Twentynine Palms, does not meet its designated ultimate street standards due to the lack of standard and consistent shoulders, median, curb and gutter, sidewalk and Right of Way (ROW). In many places there is no shoulder, and where it does exist, the shoulder is less than six (6) feet (ft) wide.		
<b>Project Benefits</b>		
This HSIP project is the first critical step in addressing the most serious deficiencies where most pedestrians are traveling to the centralized commercial area.		
<b>Project Milestone</b>		<b>Proposed</b>
Project Study Report Approved		N/A
Begin Environmental (PA&ED) Phase		9/2012
Circulate Draft Environmental Document	<b>Document Type</b>	Negative Declaration
Draft Project Report		
End Environmental Phase (PA&ED Milestone)		11/2013
Begin Design (PS&E) Phase		12/2013
End Design Phase (Ready to List for Advertisement Milestone)		5/2015
Begin Right of Way Phase		N/A
End Right of Way Phase (Right of Way Certification Milestone)		N/A
Begin Construction Phase (Contract Award Milestone)		6/2016
End Construction Phase (Construction Contract Acceptance Milestone)		9/2016
Begin Closeout Phase		10/2016
End Closeout Phase (Closeout Report)		11/2016

Attachment: AEA-29Palms (2515 : Advance Expenditure Agreement for City of Twentynine Palms)

## ATTACHMENT B

### STATE ROUTE 62 BETWEEN ENCELIA AVENUE AND LARREA AVENUE PROJECT

#### Summary of Estimated Costs

Component	Total Cost	AUTHORITY Share* -- AEA for future MLHP Funds	Federal Highway Safety Improvement Program (HSIP) Funds**	City Funds
Engineering***	\$378,000	\$0	\$0	\$378,000
Right of Way	N/A	N/A	N/A	N/A
Construction	\$783,900	\$100,000	\$606,510	\$77,390
<b>Total</b>	\$1,161,900	\$100,000	\$606,510	\$455,390

\*AUTHORITY'S Share can be from sources under control of AUTHORITY including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.

\*\*Match for federal funds is 11.47%.

\*\*\*For purposes of this Attachment B, "Engineering" is defined to include both PA&ED and PS&E Phases.

## *Minute Action*

### AGENDA ITEM: 18

**Date:** *February 3, 2016*

**Subject:**

2017 Federal Transportation Improvement Program

**Recommendation:**

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

- A. Approve the 2017 San Bernardino County Transportation Improvement Program, as shown in Attachment 1 (under separate cover from agenda), to be submitted to Southern California Association of Governments for inclusion in the 2017 Federal Transportation Improvement Program.
- B. Authorize staff to amend the 2017 San Bernardino County Transportation Improvement Program as necessary to meet State, Federal, and responsible agency programming requirements.
- C. Adopt Resolution No. 16-020, certifying that the San Bernardino County Transportation Commission and other project sponsors have resources available and committed for the first two years of the Federal Transportation Improvement Program (FTIP) and reasonably available for the last four years to fund the projects in the Fiscal Year 2016/2017 through 2021/2022 Transportation Improvement Program, and affirming its commitment to implement all projects in the program.

**Background:**

Federal regulations require Southern California Association of Governments (SCAG), the federally designated Metropolitan Planning Organization (MPO) as well as the state-designated transportation planning agency and multi-county designated transportation planning agency for the six-county Southern California region, to adopt a Transportation Improvement Program (TIP) for the region. The TIP must be consistent with SCAG's long-range Regional Transportation Plan/Sustainable Communities Strategy (2012 RTP/SCS). The region's adopted TIP is then submitted to the California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) for final approval and adoption into the Federal Transportation Improvement Program (FTIP).

The FTIP is a listing of regionally significant and/or federally funded projects expected to be under development over the six-year period ending in federal Fiscal Year 2021/2022. It is updated every two years and amended frequently within that time period. San Bernardino Associated Governments (SANBAG), acting as the County Transportation Commission, is responsible for submitting all transportation projects that are regionally significant or federally funded to SCAG for inclusion into the FTIP. Federal regulations require SCAG to determine that projects submitted in the FTIP meet air quality conformity requirements in the federally designated non-attainment and maintenance areas and federal financial constraint

**Entity:** *CTC*

## Board of Directors Agenda Item

February 3, 2016

Page 2

regulations. Fiscal constraint regulations require that funds shown in the first two years of the FTIP are available and committed, and funds shown in the last four years are reasonably available.

To develop the 2017 FTIP, SANBAG staff has been working with the local jurisdictions, transit agencies, and Caltrans District 8 to obtain project information that reflects the latest project commitments. Attachment 1 (under separate cover from agenda) lists all projects that are recommended for inclusion in the 2017 FTIP. Staff requests the approval of the Program to be submitted to SCAG. Additionally, staff requests authorization to amend the FTIP in the future as required to reflect changes to project scope, schedule, or funding sources.

To demonstrate SANBAG's FTIP submittal meets financial constraint requirements, an adopted resolution must be included in the submittal. Resolution No. 16-020 certifies San Bernardino County Transportation Commission and other project sponsors have the resources to fund the projects submitted for inclusion in the FTIP and affirms the commitment to implement all of the projects submitted in the program.

On December 4, 2015, President Obama signed into law the Fixing America's Surface Transportation Act (FAST Act). The FAST Act is a five-year federal transportation act in effect through 2020. Overall, the FAST Act largely maintains current program structures and funding shares between highways and transit with an overall increased funding by 11 percent over five years. Funding levels in the 2017 FTIP are consistent with levels under the prior authorization; therefore, changes may be required as new funding levels are being developed for the FAST Act. Staff will bring forward any changes requiring Board approval as more information becomes available.

***Financial Impact:***

This item is consistent with the adopted SANBAG Budget

***Reviewed By:***

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. This item was also reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 15, 2016. This item and the resolution have been reviewed by General Counsel.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:



**RESOLUTION NO. 16-020**

**A RESOLUTION CERTIFYING THAT THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AND OTHER PROJECT SPONSORS HAVE RESOURCES TO FUND THE PROJECTS IN THE FEDERAL FISCAL YEARS 2016/2017 – 2021/2022 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS THE COMMITMENT TO IMPLEMENT ALL OF THE PROJECTS IN THE PROGRAM**

**WHEREAS**, San Bernardino County is located with the metropolitan planning boundaries of the Southern California Association of Governments (hereinafter referred to as “SCAG”); and

**WHEREAS**, Federal regulations require SCAG to adopt a regional Transportation Improvement Program (“TIP”) for the metropolitan planning area; and

**WHEREAS**, Federal regulations also require that the regional TIP include a financial plan that demonstrates how the TIP can be implemented; and

**WHEREAS**, the San Bernardino County Transportation Commission (hereinafter referred to as “SANBAG”) is the agency responsible for short-range capital and service planning and programming for the San Bernardino County area within the SCAG region; and

**WHEREAS**, as the responsible agency for short-range transportation planning, SANBAG is responsible for the development of the San Bernardino County TIP, including all projects utilizing federal and state highway/road and transit funds; and

**WHEREAS**, SANBAG must determine, on an annual basis, the total amount of funds that could be available for transportation projects within its boundaries; and

**WHEREAS**, SANBAG has adopted the Federal Fiscal Years 2016/17-2021/22 San Bernardino County TIP with funding available and committed for Federal Fiscal Years 2016/2017 and 2017/2018, and reasonably available for Federal Fiscal Years 2018/2019 through 2021/2022.

**NOW, THEREFORE, BE IT RESOLVED** by the San Bernardino County Transportation Commission as follows:

**Section 1.** The Commission affirms its continuing commitment to the projects in the Federal Fiscal Years 2016/2017-2021/2022 San Bernardino County TIP.

**Section 2.** The Federal Fiscal Years 2016/2017-2021/2022 San Bernardino County TIP Financial Plan identifies the resources that are available and committed in the first two years and reasonably available to carry out the program in the last four years, and certifies that:

1. Projects in the Federal Fiscal Years 2016/2017-2021/2022 San Bernardino County TIP are consistent with the proposed 2016 State Transportation Improvement Program (STIP) scheduled to be approved by the California Transportation Commission in April 2016; and
2. All of the projects in the San Bernardino County TIP have complete funding identified in the Program. Except the following 5 projects which will require additional funding in the 2016 STIP cycle.
  - 20151301 – Redlands Passenger Rail Program
  - 20159901 – I-15 Express Lanes
  - 20159902 – I-10 Express Lanes
  - SBD31850 – I-215 @ Barton Road Interchange
  - SBD59303 – Set asides/reservations for future SB45-Planning, Programming and Monitoring

These projects are the County's priorities for 2016 STIP funds. The San Bernardino County 2016 STIP Regional Improvement Program, as identified in the Financial Plan, will include sufficient funds to complete the projects. Therefore, as required by Federal regulations, SANBAG finds that full funding can reasonably be anticipated to be available for these projects within the time period contemplated for completion of the project.

3. SANBAG has the funding capacity in its county Surface Transportation Program ("STP") and Congestion Mitigation and Air Quality Program ("CMAQ") apportionments to fund all of the projects programmed for those funds in the Federal Fiscal Years 2016/2017-2021/2022 San Bernardino County TIP; and
4. The local match for projects funded with federal STP and CMAQ program funds is identified in the San Bernardino County TIP; and
5. All of Federal Transit Administration-funded projects are programmed consistent with MAP-21 funding levels.
6. SANBAG staff is authorized to amend the TIP based on current funding levels and funding priorities established by the SANBAG Board of Directors and other project sponsors.

**Section 3.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission held on February 3, 2016.

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Ryan McEachron, President

ATTEST:

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Vicki Watson,  
Clerk of the Board

Attachment: 2017 FTIP Resolution 16-020 (2513 : 2017 FTIP)

RES16-020

## *Minute Action*

### AGENDA ITEM: 19

**Date:** *February 3, 2016*

**Subject:**

Major Local Highway Program Subarea Project List for the North Desert Subarea

**Recommendation:**

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

Approve the 2016 Summary of Major Local Highway Program Funding Needs for the North Desert Subarea of the Mountain/Desert.

**Background:**

Strategic Plan Rural Mountain/Desert Subareas Major Local Highways Program (MLHP) Policy 40017, subsection MDMLH-3, states that a master list of projects eligible for MLHP funds shall be maintained and periodically updated by each subarea. The Board is to approve a master list of projects eligible for MLHP funding after a recommendation by the subarea representatives. Input is also to be considered from other public and private stakeholders, such as Caltrans, neighboring counties, transit agencies, federal agencies, business interests and other non-governmental organizations.

The master list represents eligible projects and does not represent a commitment by SANBAG to fund all or a portion of those projects. Also, the project scopes, schedules and funding requests may change over time and will be reflected in future reports to the Board. These projects will also be included in the Rural Mountain/Desert sections of the 2016 update to the Ten-Year Delivery Plan.

This item recommends approval of the 2016 Summary of Major Local Highway Program Funding Needs for the North Desert Subarea. The proposed master list of eligible projects for the North Desert subarea is included as Attachment 1. SANBAG staff has been working with local agency staff in all the Mountain/Desert subareas to develop master lists for their respective subareas, which will be presented for future approval. With reference to the list of projects for the North Desert subarea, representatives from the City of Barstow and the County of San Bernardino provided their list of projects and their funding needs. There has not been a Traffic Study conducted for the North Desert subarea to assist with determining priorities.

Barstow has prioritized all of their projects for the next 10 years. Their next three prioritized projects are estimated to start construction in Fiscal Years 2015 and 2016 and have firm estimates; no commitment has been made for Measure I funds at this time. Barstow priorities 5, 6 and 12 have components within unincorporated San Bernardino County and the City has provided costs for those segments. While they are prioritized by the City, the County has not yet determined whether they are also their priorities and further negotiations will take place between the two agencies.

**Entity:** *CTA*

San Bernardino County has prioritized their projects through 2019. The Fort Irwin Chip Seal Project is their next priority. The County will request a funding contribution from the National Training Center at Fort Irwin but whether it is available for this project is unknown at this time. Their next priority is to fund the reconstruction of the community of Trona's bike lanes which are heavily used by the community. The project has not competed well for bicycle/pedestrian funding such as State Active Transportation Program funding due to its rural setting and the fact that it doesn't connect to a regional network. The County has also requested the match for federal funding for their National Trails Highway (Route 66) bridge projects. The amount of MLHP funding is estimated for both Priority 1 and National Trails Highway Bridges Under 20'.

SANBAG staff will continue to regularly meet or have contact with agency staff to determine whether any projects need reprioritization or have a more urgent funding need than what had previously been reported. In those instances, staff will request a subarea meeting to allow the subarea representatives to review the requests prior to a funding agreement being brought to the Mountain/Desert Policy Committee for approval.

***Financial Impact:***

This item has no impact on the 2015/2016 SANBAG budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 15, 2016.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
 Board of Directors  
 Date: February 3, 2016

Witnessed By:

ATTACHMENT 1

NORTH DESERT SUBAREA  
MAJOR LOCAL HIGHWAY PROGRAM FUNDS NEEDS AND COMMITMENTS

City	Project	Project Priority	Named in Expenditure Plan?	MLHP Eligible?	In 10-Yr. Delivery Plan?	Phase or Status	Est CON Start Date	Total Project Cost	SANBAG Public Share	Current MLHP Request	MLHP Commitment
Barstow	Lenwood Road (Funding Agreement approved June 2011)		Yes	Yes	Yes	Completed	2015	\$ 31,784,106	N/A	\$ 1,821,658	\$ 1,821,658
Barstow	First Avenue Bridge (Funding Agreement approved Jan 2015)		No	Yes	No	PS&E	2020	\$ 42,732,800	N/A	\$ 4,927,092	\$ 4,927,092
Barstow	Mojave River Bridge (Funding Agreement approved Jan 2015)		No	Yes	No	PA&ED	2020	\$ 27,570,433	N/A	\$ 3,178,871	\$ 3,178,871
Barstow	Rimrock Road from Barstow Road to Avenue O, Ave H from Rimrock to I-	1	Yes	Yes	No		2015	\$ 1,150,000	N/A	\$ -	\$ -
Barstow	Windy Pass from Agarita Avenue to 247	2	Yes	Yes	No		2016	\$ 390,000	N/A	\$ -	\$ -
Barstow	Armory Road west of Route 247	3	Yes	Yes	No		2016	\$ 528,000	N/A	\$ -	\$ -
Barstow	West Main Street - Route 66 Lenwood to Country Club Drive	4	Yes	Yes	No		2016	\$ 450,000	N/A	\$ -	\$ -
Barstow	High Point Extension to Avenue L BARSTOW SHARE OF COSTS SHOWN (w/SB County)	5	No	Yes	No		2018	\$ 1,600,000	N/A	\$ -	\$ -
Barstow	High Point Extension from Avenue L to Veterans Parkway BARSTOW SHARE OF COSTS SHOWN (w/SB County)	6	No	Yes	No		2021	\$ 1,800,000	N/A	\$ -	\$ -
Barstow	Virginia Way from Barstow Road to Roberta Street	7	No	Yes	No		2017	\$ 750,000	N/A	\$ -	\$ -
Barstow	First Avenue from West Main St to Bridge (Reconstruction)	8	No	Yes	No		2019	\$ 250,000	N/A	\$ -	\$ -
Barstow	Morton/I-15 Interchange	9	No	Yes	No		2024	\$ 45,000,000	N/A	\$ -	\$ -
Barstow	Morton Street	10	No	Yes	No		2024	\$ 500,000	N/A	\$ -	\$ -
Barstow	Rimrock Road Extension to East Main Street	11	Yes	Yes	No		2024	\$ 3,200,000	N/A	\$ -	\$ -
Barstow	High Point Extension from Avenue L to Veterans Parkway BARSTOW SHARE OF COSTS SHOWN (w/SB County)	12	Yes	Yes	No		2023	\$ 350,000	N/A	\$ -	\$ -
Barstow	Traffic Signal at West Main Street and Petite Drive	13	Yes	Yes	No		2017	\$ 350,000	N/A	\$ -	\$ -
Barstow	First Avenue from West Main St to Bridge (Realignment)	14	No	Yes	No		2018	\$ 1,600,000	N/A	\$ -	\$ -
Barstow	Traffic Signal at West Main Street and Country Club Drive	15	Yes	Yes	No		2016	\$ 550,000	N/A	\$ -	\$ -
Barstow	Country Club Drive from W. Main to Gazana	16	No	Yes	No		2016	\$ 1,848,000	N/A	\$ -	\$ -
Barstow	SR58 Widening and Improvements		Yes	Yes	No			Unknown		\$ -	\$ -
Barstow	<b>Total</b>							\$ 162,403,339		\$ 9,927,621	\$ 9,927,621
	<b>Percentage of Committed Subarea Funding:</b>										86.49%
County	Baker Blvd. (Funding Agreement approved June 2015)	1	No	No	No	PS&E	2019	\$ 13,325,228	N/A	\$ 1,550,228	\$ 1,550,228
County	Fort Irwin Road Chip Seal Project: Yermo Road to Ft. Irwin	2	No	No	No	PA&ED	2016	\$ 2,704,293	N/A	\$ -	\$ -
County	Trona Bike Lanes	3	No	No	No	PA&ED	2018	\$ 927,000	N/A	\$ -	\$ -
County	National Trails Highway Bridges (under 20') Bridges Nos. 54C0274, 54C0278, 54C0334, 54C0341, and 54C0342	4	No	No	No	PA&ED	2017	\$ 5,056,000	N/A	\$ -	\$ -
County	National Trails Highway Bridge Reconstructions -Priority 1 Bridges	5	No	No	No	PA&ED	2019	\$ 19,306,000	N/A	\$ -	\$ -
County	Rimrock Road from Barstow Road to Avenue O, Ave H from Rimrock to I-15, Irwin Road from First Avenue to Old Hwy 58 and Old Hwy 58 from Irwin to First Ave. SB COUNTY SHARE OF COSTS SHOWN (w/SB County)		Yes	Yes	No		2015	\$ 2,050,000	N/A	\$ -	\$ -
County	High Point Extension to Avenue L SB COUNTY SHARE OF COSTS SHOWN (w/SB County)		No	Yes	No		2018	\$ 1,600,000	N/A	\$ -	\$ -
County	High Point Extension from Avenue L to Veterans Parkway SB COUNTY SHARE OF COSTS SHOWN (w/SB County)		No	Yes	No		2021	\$ 1,800,000	N/A	\$ -	\$ -
County	SR58 Widening and Improvements		Yes	Yes	No			Unknown		\$ -	\$ -
County	US395 Widening and Improvements		Yes	Yes	No			Unknown		\$ -	\$ -
County	Vista Road Grade Separation		Yes	Yes	No			Unknown		\$ -	\$ -
County	<b>Total</b>							\$ 46,768,521		\$ 1,550,228	\$ 1,550,228
	<b>Percentage of Committed Subarea Funding:</b>										13.51%
SANBAG	US395 Expressway & Kramer Junction		No	No	No	Ongoing	2019	\$ 460,000,000	N/A	\$ -	\$ -
SANBAG	<b>Total</b>							\$ 460,000,000		\$ -	\$ -
	<b>Percentage of Committed Subarea Funding:</b>										0.00%
VVTA	Regional Vanpool Program - North Desert		No	No	No	Ongoing		\$ 78,288	N/A	\$ -	\$ -
VVTA	<b>Total</b>							\$ 78,288		\$ -	\$ -
	<b>Percentage of Committed Subarea Funding:</b>										0.00%
<b>Total North Desert MLHP Requests</b>										<b>\$ 11,477,849</b>	
<b>Total North Desert MLHP Commitments</b>										<b>\$ 11,477,849</b>	

Attachment: MLHP North Desert Needs 2016-Jan [Revision 1] (2512 : Major Local Highway Program Subarea Project List for the North Desert

## *Minute Action*

AGENDA ITEM: 20

**Date:** *February 3, 2016*

**Subject:**

Update from Unmet Transit Needs Hearings

**Recommendation:**

Receive and file an update on progress toward implementation of the findings from the Fiscal Year 2014/2015 Unmet Transit Needs Hearings.

**Background:**

Under the Transportation Development Act (TDA), San Bernardino Associated Governments (SANBAG) acting as the San Bernardino County Transportation Commission is required by Public Utilities Code Sections 99238.5 and 99401.5 to hold public hearings for obtaining testimony regarding unmet transit needs and must adopt findings concerning whether the needs are reasonable to meet prior to making an allocation of Local Transportation Funds (LTF) for street purposes.

During Fiscal Year 2014/2015 there were two public hearings which were held at Victor Valley Transit Authority and Morongo Basin Transit Authority (Helen Grey Center). At the April 9, 2015, Commuter Rail and Transit Committee (CRTC) meeting, an agenda item was presented concerning the unmet transit needs findings, which were that “no unmet transit needs were reasonable to meet”. Staff was asked at that time to report back to the committee regarding one key issue in the Morongo Basin. Subsequently, another concern has arisen, after the approval of the findings, in the Victor Valley area. The following is the update for each of these areas:

**Morongo Basin Transit Authority (MBTA)**

At the April CRTC, it was noted that a major topic at the Morongo Basin public hearing was the limited service to Pioneertown and Johnson Valley. Staff stated that MBTA would be working with various social service groups to identify alternatives for providing transportation to these remote locations.

In September 2015, through MBTA’s Short Range Transit Plan (SRTP) process, a workshop was held to specifically discuss these issues. The following agencies were in attendance:

San Bernardino County Department of Aging and Adult Services  
 Reach Out Morongo Basin  
 VTrans  
 United Way 211  
 San Bernardino Associated Governments  
 Morongo Basin Transit Authority

*Entity: CTC*



From that workshop the following alternatives were identified:

**1. *Flex route services operated by transit providers* –**

Examples of these services are operating in several Yuba-Sutter routes and on the Sage Stage in northern California. MBTA does this currently with its Landers Route 21, providing deviated fixed route service to pick up individuals who live within a defined distance – generally up to  $\frac{3}{4}$  of a mile – from the published route.

**2. *Specialized dial-a-ride services operated by human service organizations* –**

Imperial County's MedExpress, Placer County's Health Express and Southern Trinity County's Health Services are examples of human service organizations receiving transportation funds to provide trips for some number of residents to specific medical destinations. Hi Desert Medical Center has a version of this, supported by Federal Transit Administration (FTA) Section 5310 funding from Caltrans. Reach Out Morongo has a version of this, receiving some support from MBTA's Transportation Assistance Grant (TAG) program.

**3. *Mileage reimbursement program to volunteer drivers***

The existing Transportation Reimbursement Escort Program (TREP) is the most cost-effective model for the outlying areas. However the remote location does potentially make it difficult to locate volunteers willing to transport individuals.

The consultants for the MBTA's SRTP are currently developing general costs and examining the relative feasibility of implementing some version of these three alternatives for the outlying areas of the Morongo Basin. MBTA will continue discussions with the stakeholders of the area to examine the feasibility of operators taking on new, additional responsibilities and the possibility of securing new funds – such as through the FTA Section 5310 program. The formalized recommendations from the SRTP will be presented to the MBTA Board of Directors as well as CRTC and the SANBAG Board of Directors.

**Victor Valley Transit Authority (VVTA)**

At the April CRTC, it was also noted that there were no unmet transit needs that could be reasonably met within the Victory Valley, High Desert Region of San Bernardino County. This determination was made as the majority of comments would be resolved by the upcoming changes that were outlined in VVTA's Comprehensive Operational Analysis (COA). VVTA's COA was approved by their Board of Directors on June 10, 2014.

There were two new routes that were planned to start service in Fiscal Year 2015/2016: Route 24 New Oak Hills and Route 49 Apple Valley Road. Through the COA and unmet needs processes there were several comments advocating for these new services. With the COA approval by VVTA's Board, staff was comfortable to have no unmet needs findings as the implementation was scheduled.

SANBAG staff participates in a monthly Technical Advisory Committee (TAC) meeting made up of representatives from each of VVTA's Joint Powers Authority (JPA) members, VVTA and SANBAG. These TAC members work closely with the Board Members to ensure that they are

informed of any important information that will assist them in making a decision on behalf of VVTA. Through this process, and after the action taken by the SANBAG Board relative to unmet needs in the VVTA service area, SANBAG staff was informed that Route 24 and Route 49 would not be implemented. Route 24 was not implemented because of a concern about the transfer point location, and there was general concern on both routes about the lack of ridership on the new service relative to the financial impact of LTF that is typically returned to the jurisdictions for local streets and roads purposes when not needed to meet transit needs. SANBAG staff expressed concerns to TAC members that the SANBAG Board had adopted a resolution stating that there were no needs that could reasonably be met with the understanding that service would be implemented. In June 2015, the VVTA Board of Directors approved their Fiscal Year 2015/2016 budget, noting specifically that both of these new services were recommended in the COA but were excluded from the budget. The budget document did not state why they were excluded or if there were plans for future inclusion.

TDA was “enacted by the California legislature to improve existing public transportation services” (TDA Statutes and California Code of Regulations April 2013). Within the statutes and regulations there are provisions that allow funding to be used for street and roads purposes; however, transit purposes are to receive priority. Staff will continue to work with VVTA staff to determine why these routes are no longer necessary or have been deprioritized. Additionally, to avoid this in the future, while reviewing the testimony received during the Fiscal Year 2015/2016 and future unmet needs hearings, SANBAG staff will meet with transit operator and local jurisdiction staff to ensure that planned service changes or expansions are going to be implemented before preparing findings for SANBAG Board approval.

***Financial Impact:***

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

***Reviewed By:***

This item was received by the Commuter Rail and Transit Committee on January 14, 2016.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
 Board of Directors  
 Date: February 3, 2016

Witnessed By:

## *Minute Action*

### AGENDA ITEM: 21

**Date:** *February 3, 2016*

**Subject:**

Consolidated Transportation Services Agency Services and Operations in San Bernardino Valley

**Recommendation:**

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

A. Approve Amendment No. 2 to Contract No. C11174 with Valley Transportation Services (VTrans), in substantially the form attached, for the operation of a consolidated transportation services agency (CTSA), terminating SANBAG's obligations to provide future Measure I Valley area CTSA funding to VTrans and obligating VTrans to transfer unobligated CTSA Funds and Valley CTSA records to SANBAG and to transfer obligated funds to SANBAG at such time as VTrans' corresponding obligations are assigned to a successor entity.

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

B. Approve Agreement No. 16-1001458 with Omnitrans, in substantially the form attached, allocating Measure I CTSA funds to Omnitrans for operations of a consolidated transportation services agency to provide for the coordination of transit services for seniors and persons with disabilities.

**Background:**

On November 4, 2015, the Board affirmed that it is in the best interest of the taxpayer to consolidate the operations of the Valley consolidated transportation services agency (CTSA) under Omnitrans, which allows for direct coordination of services and accrual of operations savings for reinvestment into services for senior citizens and persons with disabilities.

In May 2011, the Board approved Contract No. C11174 with Valley Transportation Services (VTrans) to serve as the Valley CTSA through 2018, and VTrans continues to perform the CTSA services and operations. At the time of the Board's action in November, it was assumed that the transition of operations from VTrans to Omnitrans would not become effective immediately but would allow for expansion of a full transition plan to be developed prior to the termination of the current funding agreement with VTrans in 2018. However, the VTrans Board took action at its meeting on January 20, 2016, to authorize the Board Chairman to execute Amendment No. 2 to Contract No. C11174 to terminate SANBAG's obligation to provide future transfers of Measure I Valley area CTSA funds to VTrans. Additionally, the amendment to the agreement obligates VTrans to transfer unobligated CTSA Funds and Valley CTSA records to SANBAG within ten business days of the execution of the amendment, to transfer obligated funds to SANBAG at such time as VTrans' corresponding obligations are assigned to a successor entity, and to perform such other acts as are convenient or necessary to implement an orderly transfer of Measure I Valley area CTSA functions to Omnitrans.

*Entity: CTA, CTC*

## Board of Directors Agenda Item

February 3, 2016

Page 2

In an effort to ensure no loss of service to people served by the CTSA, and as noted to the Commuter Rail and Transit Committee in January, 2016, SANBAG staff has worked with Omnitrans to develop a funding agreement similar to the funding agreement SANBAG had with VTrans. The CTSA funding agreement with SANBAG (Contract No. 16-001458) is agendized for consideration and approval by the Omnitrans Board of Directors at their Board meeting on February 3, 2016, prior to the SANBAG Board meeting. At its November 2015 meeting, the SANBAG Board approved a resolution designating Omnitrans to act as a CTSA for the Valley Measure I Subarea for a period of five years; thereby, allowing for an immediate transfer of CTSA services and operations from VTrans to Omnitrans.

Staff recommends approval of Amendment No. 2 to Contract No. C11174 with VTrans, and approval of Contract No. 16-1001458 with Omnitrans, in substantially the form attached.

***Financial Impact:***

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

***Reviewed By:***

This item has not received prior review by any policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item, the draft amendment and the draft agreement.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001458 Amendment No.: 0 Vendor No.: 01568  
 Vendor/Customer Name: Omnitrans Sole Source?  Yes  No  
 Description: Operation of a Consolidated Transportation Services Agency  
 Start Date: 2/3/2016 Expiration Date: 11/4/2020 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: Res 16-005

Dollar Amount			
Original Contract	\$ 1,108,263.25	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	2% Valley MSI Collections	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	2% Valley MSI Collections

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 2/3/2016  
 Board of Directors Action: Approve Agreement 16-1001458 with Omnitrans

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Nancy Strickert  
 Note: \$1,108,263.25 is from Current Budget (FY15-16) MSI S&D Valley remaining from funding previously designated to VTrans as the CTSA.

Attachment: 16-1001458 CSS [Revision 2] (2514 : Consolidated Transportation Services Agency Transition Update)

**AMENDMENT NO. 2 TO**

**CONTRACT NO. 11174**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
VALLEY TRANSPORTATION SERVICES  
(MEASURE I VALLEY CTSA FUNDING)**

**THIS AMENDMENT NO. 2** (Amendment) to Contract No. 11174 is made by and between the San Bernardino County Transportation Commission (Commission), the San Bernardino County Transportation Authority (Authority) (Commission and Authority are collectively “SANBAG”), and Valley Transportation Services (“VTrans”). SANBAG and VTrans are individually referred to as a Party or collectively as the Parties.

**RECITALS:**

- A. SANBAG and VTrans entered into Contract No. 11174 May 4, 2011, for the purpose of setting forth the terms under which SANBAG would provide San Bernardino Valley Measure I Senior and Disabled funding to VTrans for the operation of a consolidated transportation services agency (CTSA);
- B. SANBAG and VTrans modified the terms of Contract No. 11174 by entering into an Amended and Restated Contract No. 11174 (the “AGREEMENT”) which AGREEMENT was approved by SANBAG’s Board June 5, 2013;
- C. The Parties desire to terminate SANBAG’s obligation to provide VTrans with future Measure I funding and to return unobligated Measure I CTSA funding to SANBAG for allocation to another San Bernardino Valley CTSA; and
- D. The Parties desire that the transition of CTSA funding and associated CTSA functions to another CTSA be orderly so that there is no lapse or disruption in the flow of CTSA funds and services to Valley area social service transportation services providers and consumers.

**NOW THEREFORE**, SANBAG and VTrans mutually agree as follows:

1. Section 3 (Revenue Allocation and Disbursement) of Contract No. C11174 is hereby deleted, eliminating SANBAG’s obligation to pass-through Valley Measure I revenue to VTrans.
2. VTrans shall transfer to SANBAG all funds provided by SANBAG to VTrans under the AGREEMENT that have not yet been expended or obligated, including reserves of and interest on such funds, not later than ten (10) days after the execution of this Amendment.
3. VTrans shall promptly commence and diligently complete all actions necessary to terminate, transfer, or assign to SANBAG or SANBAG’s designee, all of VTrans’ obligations for which San Bernardino Valley CTSA funding is obligated. Immediately upon the termination, transfer, or assignment of such VTrans’ obligations, VTrans shall transfer San Bernardino Valley CTSA funding that VTrans had retained for the purpose of satisfying such obligations. VTrans represents that the contracts, grants, and other matters set forth in Exhibit “A” are the complete list of VTrans’ obligations for which San Bernardino Valley CTSA funding is obligated.
4. The Parties agree that the transfer of San Bernardino Valley CTSA funding and transition of associated CTSA functions to another CTSA shall be orderly so that there is no lapse or disruption in the flow of CTSA funds and services to Valley area social service transportation services providers and consumers. VTrans shall cooperate with SANBAG in transferring such funds, transitioning such services, and providing SANBAG with all records and data regarding such funds and services.
5. The Recitals are true and correct and are incorporated into this Amendment.
6. This Amendment is effective on the date executed by SANBAG.

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

Attachment: C11174-02 [Revision 1] (2514 : Consolidated Transportation Services Agency Transition Update)



IN WITNESS WHEREOF, the parties have duly executed this Amendment below.

**VALLEY TRANSPORTATION SERVICES**

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

Date:

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

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

Ryan McEachron  
Board President

Date:

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

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

Ryan McEachron  
Board President

Date:

**APPROVED AS TO FORM:**

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

Eileen Monaghan Teichert  
SANBAG General Counsel

Attachment: C11174-02 [Revision 1] (2514 : Consolidated Transportation Services Agency Transition Update)

**CONTRACT NO. 16-1001458****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
AND  
OMNITRANS****Funding Operation of a consolidated transportation services agency to provide for the coordination of transit services for seniors and persons with disabilities**

This Contract is made by and between San Bernardino County Transportation Authority ("SANBAG"), and Omnitrans ("Omnitrans").

**RECITALS**

**WHEREAS**, in 2004, SANBAG adopted and the voters of San Bernardino County approved Ordinance No. 04-01 (Measure I) that provided for the imposition of a one-half of one percent retail transactions and use tax in San Bernardino County from April 1, 2010, to March 31, 2040, for transportation purposes;

**WHEREAS**, Measure I, which may be amended in accordance with its terms, currently provides that 8% of Measure I revenue generated in the San Bernardino Valley subarea (Valley Measure I) shall fund Senior and Disabled Transit Service, and that included in this amount at least 2% of Valley Measure I revenue shall provide funding for a Valley Consolidated Transit Services Agency (CTSA); and

**WHEREAS**, on November 4, 2015, the San Bernardino County Transportation Commission approved Resolution 16-005 designating Omnitrans as a CTSA for the San Bernardino Valley.

**NOW, THEREFORE**, in consideration of the mutual promises below, the Parties agree as follows:

- 1. Purpose.** The purpose of this Contract is to provide for the allocation by SANBAG of Valley Measure I revenue for Ongoing Annual CTSA Programs (as defined below) to be administered and expended by Omnitrans in accordance with the terms of this Contract and Measure I (as defined below).
- 2. Definitions.** As used in this Contract, the following terms shall have the following meanings:
  - a. "Measure I" means San Bernardino County Transportation Authority Ordinance No. 04-01, as approved by the voters of San Bernardino County in 2004, which provides for the continued imposition of a one-half of one-percent (0.5%) retail transactions and use tax for local transportation purposes for thirty years, and the Transportation Expenditure Plan and Schedules attached to and

incorporated into Ordinance No. 04-01, as it may be amended from time to time in accordance with its own terms.

- b. “Measure I CTSA funds” means at least 2% of Valley Measure I revenues provided by SANBAG to a Valley CTSA for the CTSA purposes set forth in the Strategic Plan—Policy 40009.
- c. “Ongoing Annual CTSA Programs” means the Valley Senior and Disabled Transit (VSDT) Programs set forth in Strategic Plan—Policy 40009, that are funded with Measure I CTSA funds.
- d. “Qualified Expenditures” means those expenditures of Measure I CTSA funds for Ongoing Annual CTSA Programs consistent with all of the following: Measure I, the Strategic Plan, SANBAG’s approved guidelines for the use of Measure I funds, Omnitrans’ Short Range Transit Plan, and Omnitrans’ current annual budget. Subject to the required approvals under Section 3 below, these expenditures may include the operation costs and the capital needs of Omnitrans’ CTSA functions, including possible use as matching funds for capital purposes, cost-sharing agreements with other organizations for the provision of senior and disabled transportation services or other support of senior and disabled transportation functions of partner organizations.
- e. “Strategic Plan” means the Measure I 2010-2040 Strategic Plan as amended by SANBAG from time to time.
- f. “Valley Measure I revenue” means Measure I revenue collected from the San Bernardino Valley subarea as such subarea is defined in Measure I.

### **3. Revenue Allocation and Disbursement**

- a. SANBAG shall allocate Measure I CTSA Funds to Omnitrans for the operation of the CTSA for the term of this Contract.
- b. (1) By March of every year, SANBAG shall provide an estimate of the amount of Measure I CTSA Funds to be allocated to Omnitrans for the next fiscal year starting July 1<sup>st</sup> for use by Omnitrans in budgeting. SANBAG shall have no liability or responsibility for the accuracy of the estimate. If the actual amount of Measure I CTSA Funds received in any fiscal year is less than the amount projected by SANBAG, SANBAG shall incur no liability to provide any additional funds to Omnitrans. Omnitrans shall bear full responsibility to adjust operating plans and/or expenditures to address the difference between projections and actual receipts.
- (2) Except as otherwise provided herein, Measure I CTSA Funds shall be conveyed to monthly as a pass-through from SANBAG to Omnitrans based on actual Valley

Measure I revenue received. The pass-through payments shall equal 2% of the actual amount of Valley Measure I revenue received from the California State Board of Equalization (BOE) after deduction of a pro-rata share of the costs of collection, including the BOE's fees, and are subject to revenue corrections or adjustments as determined by the State. In no event shall Omnitrans be entitled to receive any Measure I CTSA Funds until after actual receipt by SANBAG.

(3) In the event that Measure I CTSA Funds exceeding the amounts required under the Measure I are provided to Omnitrans in error, SANBAG shall notify Omnitrans in writing of the error. Within 30 days of such notice, Omnitrans shall return such funds to SANBAG, or at SANBAG's sole discretion, or in the event Omnitrans fails to promptly return such funds after such notice, the amount of any overpayment may be deducted and withheld from one or more future payments to Omnitrans.

- c. Omnitrans agrees that Measure I CTSA Funds disbursed by SANBAG to Omnitrans shall be used or spent only for Qualified Expenditures.
- d. Prior to SANBAG's disbursement of Measure I CTSA Funds, Omnitrans will adopt a Short Range Transit Plan. It shall continue to be updated every two years and submitted to SANBAG for review and approval of the CTSA proposed budget and projects prior to the commencement of the next fiscal year. Not less than 60 days prior to the beginning of each fiscal year, Omnitrans shall submit to SANBAG its annual budget for CTSA services. SANBAG staff will review the use of Measure I revenue in the Omnitrans Budget for consistency with the latest approved Short Range Transit Plan, the Measure I Strategic Plan, and Measure I, and make a recommendation to the SANBAG Board of Directors concerning approval or disapproval. In the event that SANBAG staff determines that the budget is not consistent with the aforementioned documents, notice shall be given to Omnitrans in order to allow Omnitrans the opportunity to amend the budget to render it consistent. Failure to obtain SANBAG Board of Directors' approval of the budget shall be a material breach of this Contract. Any amendments to the budget during the fiscal year and involving the change in use of Measure I funds as outlined in the original budget shall be provided to SANBAG within 30 days of approval by the Omnitrans Board of Directors and subject to the same review and approval process. Changes to the budget involving only revenue sources other than Measure I CTSA Funds are not subject to this provision and shall not be the basis for a denial of approval by SANBAG's Board of Directors. In the event that Omnitrans fails to comply with the requirements of this paragraph or expends any Measure I CTSA Funds in any manner inconsistent with this Contract, SANBAG may withhold future funds until compliance is fully reinstated and demand repayment of any amounts improperly expended, which shall be repaid within thirty (30) days of such demand. Failure to make full and timely repayment and/or to fully reinstate compliance shall be a material breach of this Contract.

- e. Omnitrans shall, at all times, segregate all Measure I CTSA Funds received from SANBAG and hold them in a separate, dedicated account. Interest earned on the funds held in such segregated account shall be retained in the segregated account and used by Omnitrans only on Qualified Expenditures.
4. **Reporting and Performance Review.** Omnitrans shall submit to SANBAG on the first of every month the form attached to this Contract as Exhibit "A" reporting on the prior month's activities and expenditures. At any time during the term of this Contract, and from time to time, Omnitrans shall provide such information and documents as the SANBAG Executive Director or designee (Executive Director) may request in order to conduct an evaluation of Omnitrans' performance in meeting the goals, objectives and purposes of the Ongoing Annual CTSA Programs. As part of such evaluation, the Executive Director may review the audits, along with the levels of expenditures of Measure I revenue made in prior fiscal years and projected for the upcoming fiscal year, and the amount of Measure I funds being held unexpended by Omnitrans. The Executive Director shall provide his or her findings to Omnitrans in writing. A substantial failure to meet such goals, objectives and purposes, or an excessive or unreasonable accumulation of unexpended Measure I revenue thus hindering the Ongoing Annual CTSA Programs shall be a material breach of this Contract and, in addition, may result in SANBAG withdrawing certification of Omnitrans as the CTSA and designation of another agency in that role. Decertification shall take place only after Omnitrans has been afforded not less than 60 days' notice and an opportunity to present evidence and be heard in a public hearing before the SANBAG Board of Directors. The finding of the SANBAG Board shall be final.
5. **Audits.** Annual audits of Omnitrans' use of the Measure I CTSA Funds will be performed by an independent auditor contracted through SANBAG at SANBAG's expense. Omnitrans agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) and to segregate and separately account for Measure I CTSA Funds received and expended and to provide those records for review by SANBAG or its designee for audit purposes. Any expenditure of Measure I CTSA Funds by Omnitrans that is determined to be unallowable is subject to repayment by Omnitrans to SANBAG. Disallowed amounts must be reimbursed to SANBAG within sixty (60) days unless SANBAG approves in writing an alternative repayment plan. Failure to fully or timely repay such amounts in accordance with this Section shall be a material breach of this Contract.
6. **Record Retention.** Omnitrans shall provide SANBAG, or other authorized representatives or agents of SANBAG, access to Omnitrans' records which are directly related to this Contract for the purpose of inspection, auditing or copying. Omnitrans shall maintain each fiscal year's records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of four (4) years from the date of each fiscal year's final payment by

SANBAG, except in the event of litigation or settlement of claims arising out of this Contract in which case Omnitrans agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. Omnitrans shall allow SANBAG or its representatives of agents to reproduce any materials upon request. This Section applies to all subcontractors at any tier that are performing work under this Contract.

7. **Signs.**
  - a. Vehicles purchased or operated with Measure I funds shall display signs clearly visible to riders indicating the vehicle is funded through Measure I funding.
  - b. Signage must conform with approved Measure I signage and be approved by the SANBAG Executive Director.
  - c. Capital projects constructed by Omnitrans using Measure I funds shall also have Measure I signage approved by the SANBAG Executive Director.
  
8. **Term.** The term of this Contract shall end on November 4, 2020, unless extended by further written agreement or terminated in accordance with Section 9 below.
  
9. **Termination.** Should SANBAG determine that Omnitrans has violated a material provision of this Contract, it shall have the right to serve on Omnitrans a notice of default and intention to terminate the Contract. Upon receipt of such notice to terminate, Omnitrans shall have 30 days in which to cure the stated violation(s) and to provide to SANBAG sufficient evidence that the violations have been cured. If after 30 days after the notice has been served on Omnitrans, Omnitrans has not cured and has not provided sufficient evidence of such to SANBAG, SANBAG may stop making payments under the Contract, terminate the Contract, and/or revoke the Omnitrans designation as the CTSA for the San Bernardino Valley. Should Omnitrans be dissolved, or should SANBAG elect to terminate the Contract or revoke Omnitrans' designation as the CTSA for the San Bernardino Valley, any unobligated Measure I funds held by Omnitrans at that time shall be returned to SANBAG.
  
10. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Omnitrans agrees to save, indemnify, defend, and hold harmless SANBAG and its respective officers, employees, volunteers, contractors and agents, from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of this Contract, the performance of this Contract, or out of the acts or omissions of Omnitrans or any of its officers, employees, volunteers, contractors or agents in carrying out the design, construction, operation, maintenance or use any of Omnitrans' operations, projects, activities, programs, vehicles, properties or facilities of any nature. The indemnification obligation of Omnitrans hereunder does not apply to

claims, actions, losses, damages, and/or liability arising out of SANBAG's sole negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

#### 11. Insurance.

Omnitrans shall, at its sole expense, procure and maintain in full force insurance with carriers and with terms and conditions acceptable to SANBAG through the entire term of this Contract. The policies shall be written by a carrier authorized to do business in the State of California with a recent A.M. Best rating of A-VII or better, and shall be written with a least the following limits of liability:

- Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 per occurrence covering all persons providing labor or services on behalf of Omnitrans and all risks to such persons under this Contract.
- Employer's Liability – Employer's Liability insurance shall include coverage in the amount of \$1,000,000 for Bodily injury per accident, a policy limit of \$1,000,000 Bodily Injury by Disease and \$1,000,000 Bodily Injury by Disease for each employee.
- Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. Also included shall be \$1,000,000 in the aggregate for Personal/Advertising, \$100,000 for Damages to Rented Premises and \$10,000 for Medical Expenses. For products and completed operations a \$2,000,000 aggregate shall be provided. Commercial General Liability insurance shall be primary and non-contributory with any insurance carried or administered by SANBAG.
- Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit.
- Excess Liability - To include \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

Omnitrans shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. **If** the insurance company elects to cancel or non-renew coverage for any reason, Omnitrans will provide SANBAG thirty (30) days prior written notice of cancellation or nonrenewal. **If** the policy is cancelled for nonpayment of premium Omnitrans will provide SANBAG ten (10)



days written notice. Omnitrans shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager’s name on the face of the certificate(s) and shall be submitted directly to SANBAG’s Procurement Manager.

Additional Insured – All policies, except for Worker's Compensation, shall contain endorsements naming San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency, San Bernardino County Service Authority for Freeway Emergencies and their officers, employees, contractors, agents, and volunteers as additional insured parties. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.

- 12. **Incorporation of Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
- 13. **Notices.** All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested, or by facsimile transmission with a confirmation copy to be sent by mail. Any such notice shall be effective as of the date it is transmitted and mailed or delivered, if transmitted by facsimile transmission on or before 5:00 p.m., Pacific Time, or on the following day if transmitted after 5:00p.m., Pacific Time. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

To SANBAG:                    Executive Director  
                                       1170 W. 3rd Street, 2"d Floor  
                                       San Bernardino, California 92410

To Omnitrans:                CEO/General Manager  
                                       1700 West Fifth Street  
                                       San Bernardino, CA 92411

- 14. **Assignment.** Omnitrans may not assign or transfer this Contract or any of the rights under it without the prior written consent of SANBAG in SANBAG's sole discretion.
- 15. **Attorney Fees.** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.
- 16. **Waivers.** No waiver of any breach of any covenant or provision in this Contract shall

be deemed a waiver of any breach of any other covenant or provision in this Contract or of the same covenant or provision at a later time, and no waiver shall be valid unless in writing and executed by the waiving party.

17. **Construction.** Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Contract. The singular form shall include the plural and vice versa. This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Contract.
18. **Integration.** This Contract contains the entire agreement between the parties and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the Contract.
19. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together will constitute one and the same instrument.
20. **Exhibits.** Exhibit A is incorporated into this Contract by this reference.
21. **Amendment.** This Contract may not be amended or altered except by a written instrument executed by the parties to this Contract.
22. **Partial Invalidity.** Any provision of this Contract that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Contract shall be of no effect, but all the remaining provisions of this Contract shall remain in full force.
23. **Authority of Parties.** All persons executing this Contract on behalf of any party to this Contract warrant that they have the authority to execute this Contract on behalf of that party.
24. **Governing Law.** The validity, meaning, and effect of this Contract shall be determined in accordance with California laws.
25. **Effective Date.** The Effective Date of this Contract is the date of execution by SANBAG.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed below.

OMNITRANS

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED TO FORM

APPROVED TO FORM

By: \_\_\_\_\_  
Carol Greene

By: \_\_\_\_\_  
Eileen Monaghan Teichert

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCURRENCE**

By \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Attachment: Omnitrans CTSA Agreement [Revision 5] (2514 : Consolidated Transportation Services Agency Transition Update)

**Exhibit "A" - Monthly Financial Reporting Format**

**Attachment: Omnitrans CTSA Agreement [Revision 5] (2514 : Consolidated Transportation Services Agency Transition Update)**

Quantitative Monthly Reporting

Fiscal Year MONTHLY REPORT  
 OPERATOR: Omnitrans

PROJECT NAME: CTSA Activities

INPUT ONLY

Information reported shall be for this project only.

	Year 1 Goal	Month			Qtr 1 Total	Month			Qtr 2 Total	Month			Qtr 3 Total	Month			Qtr 4 Total	FY 15/16 YTD Total
		Jul-15	Aug-15	Sep-15		Oct-15	Nov-15	Dec-15		Jan-16	Feb-16	Mar-16		04/01/201	May-16	Jun-16		
<b>OPERATING DATA</b>																		
1. Total One-Way Passenger Trips (report for this project only)																		
1a. Seniors									0				0				0	
1b. Disabled									0				0				0	
1c. Low-Income									0				0				0	
1d. Others-veterans									0				0				0	
Total Passenger Trips (sum of 1a thru 1d)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2. Total Unique Persons Served per Period (all modes)																		
2a. Seniors																		
2b. Disabled																		
2c. Low-Income																		
2d. Others																		
Total Persons served (sum of 2a thru 2d)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Of the above (2), how many military service personnel or veterans were served?																		
3. Total Project Vehicle Service Hours																	0	
4. Total Project Vehicle Service Miles																	0	
<b>OTHER OPERATING DATA</b>																		
5. Number of vouchers distributed																	0	
5a. One-way trips supported by vouchers (est.)																	0	
5b. Unique persons receiving vouchers (est.)																	0	
5c. Number of agencies participating in voucher program																	0	
6. Miles reimbursed per Period																	0	
6a. One-way trips supported																	0	
6b. Unique persons traveling on mileage reimbursement (riders only)																	0	
7. Mobility Mgmt & Travel/Sensitivity Training																	0	
7a. Unique persons served/trained per period																	0	
7b. Number of mobility or training contacts per period																	0	
7c. Mobility mgmt or travel/sensitivity training hours per period																	0	
<b>FINANCIAL DATA</b>																		
9. Measure I CTSA Funding																		
10. Agency Cash Match																		
11. In Kind Contributions																		
12. TOTAL REVENUE (sum of items 9 thru 11)																		
13. TOTAL OPERATING COST																		
14. Net Expenses (item 12 minus item 13)	0																	
<b>15. Milestone Progress</b>																		
a.									Completed?	YES	NO						Date Completed	
b.										YES	NO							
c.										YES	NO							
d.										YES	NO							
Please provide any additional comments that you would like to make. For example, if your "farebox/donations" have increased significantly; and/or if ridership has increased or decreased, we like to know why.																		
<b>16. MUST PROVIDE QUARTERLY:</b> 1. Provide a short quarterly status update of the project. (4-5 sentences) 2. Provide a quarterly quantitative update of the project (i.e. one-way trips provided/supported, unique persons served, persons trained, mobility manager hours, etc.).																		
Qtr1																		
Qtr2																		
Qtr3																		
Qtr4																		
<b>PERFORMANCE MEASURES (formulas: do not enter data)</b>																		
17. Measure I Subsidy per Passenger	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
18. Measure I Subsidy per Person Served	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
19. Measure I Subsidy Per Vehicle Hour	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
20. Measure I Subsidy per Vehicle Mile	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
21. Passengers Per Vehicle Hour	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
22. Passengers Per Vehicle Mile	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
23. Measure I Subsidy per MM/TT Person Served	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
24. Measure I Subsidy per MM/TT Hour	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

## *Minute Action*

### AGENDA ITEM: 22

**Date:** *February 3, 2016*

**Subject:**

Hearings to Consider Resolutions of Necessity for Parcels for the Interstate 215 (I-215) Barton Road Interchange Improvement Project in the City of Grand Terrace

**Recommendation:**

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

- A. Conduct public hearings to consider condemnation of real property required for the I-215 Barton Road Interchange Improvement Project in the City of Grand Terrace; and
- B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-009 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from: Furnas Family Trust (Assessor's Parcel Number [APN] 1167-121-09; Caltrans Parcel Number [CPN] 23366). The Resolution must be approved by at least a two-thirds majority of the Board; and
- C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-013 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from: Terrace Village RV Park (APN 0275-231-69; CPN 23373). The Resolution must be approved by at least a two-thirds majority of the Board.

**Background:**

Steady progress has been made towards the start of construction on the Interstate 215 (I-215) Barton Road Interchange Improvement Project (Project). One of the remaining critical path items is right-of-way acquisition. The SANBAG Board acting as the San Bernardino County Transportation Commission (Commission) has authorized the acquisition of property necessary for this interchange project. Some parcels are being acquired through negotiated sale. The purpose of this agenda item is to present information regarding the upcoming Hearings for Resolutions of Necessity for two properties needed for construction of the Project which have not reached settlement. The Commission's right-of-way agent, Overland, Pacific & Cutler, Inc. (OPC) presented offers to each property owner. The property owners are: Furnas Family Trust (Furnas), and Terrace Village RV Park. Although negotiations are ongoing, dialogue with the property owners for the parcels listed has not yet resulted in settlements, and these parcels need to be acquired through eminent domain which requires compliance with a statutorily-prescribed process. During the eminent domain process, the Commission's right-of-way agent will continue to negotiate with the property owners and attempt to achieve negotiated sales for the necessary property interests.

*Entity: CTC*

The Commission is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Section 130220.5. Eminent domain will allow the Commission to obtain legal rights to the properties needed for the Project if a negotiated sale cannot be reached. Since the process takes several months, it is necessary to start this process now to ensure that the property interests are obtained to meet the scheduled start of construction in the summer of 2017.

In order to adopt the Resolutions of Necessity, the Commission must make the four findings discussed below for each of the parcels. The issue of the amount of just compensation for these property interests is not addressed by these Resolutions of Necessity and is not to be considered at the hearings. The four necessary findings are:

**1. The public interest and necessity require the Project.**

The Project is located in City of Grand Terrace where if no improvements are made to the interchange, the existing and future traffic congestion will not be mitigated. The proposed improvements, which are consistent with the circulation element of the City of Grand Terrace General Plan, are necessary to reduce existing and future traffic congestion. The congestion is reduced by increasing capacity and enhanced traffic operations.

The Project includes the following improvements:

- Replacement of the existing Barton Road Overcrossing (Bridge No. 54-0528)
- Reconstruction/widening of Barton Road
- Realignment of the existing entrance and exit ramps and roadway improvements on local streets
- Traffic signal modifications
- Roundabout at intersection of Barton Road/southbound ramps/La Crosse Avenue

On Barton Road, the Project construction limits extend from 0.3 miles to 0.4 miles west and east of the I-215 centerline, respectively. The Project construction limits on I-215 begin at 0.73 miles and end at 0.35 miles south and north of the Barton Road centerline, respectively.

**2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.**

During the environmental phase of the Project three alternatives were studied. The City of Grand Terrace, SANBAG, and Caltrans selected this alternative to construct as it included the least right-of-way impacts to the community and provided the greatest improvement to circulation. The Project is being constructed in phases to maximize the traffic circulation during construction to the greatest extent possible and to minimize right-of-way impacts to adjacent properties. The proposed design minimizes the property required for the Project, but still requires full acquisitions, partial acquisitions, and temporary construction easements. During the design phase, project planners, engineers, and a construction manager/general contractor considered alternative alignments, work windows, and work area reductions that would provide access to adjacent properties where access to those properties would be affected by the Project. Each alternative was assessed based on the needs and constraints of each property owner. Staff and OPC have also had numerous communications with the property owners about their needs in order to design the Project in a manner that causes the least private injury while accomplishing the greatest public good through construction of the Project.

**3. The properties sought to be acquired are necessary for the Project.**



While some of the Project is being constructed within existing right-of-way, some acquisition from the subject properties is needed to allow the construction of a new bridge, new road, existing roadbed widening, sound wall, drainage systems, and required utility relocations. For the subject properties, the following right-of-way interests are required:

- A partial acquisition and temporary construction easement are needed from the Furnas property (APN 1167-121-09; CPN 23366). The parcel is improved commercial land with an office building which is abuts Barton Rd. at the southwest quadrant of the project. The project will widen Barton Road thus requiring a partial acquisition from the frontage of the property. While no structures will be impacted, trees, fencing, landscaping, existing driveways and a portion of the parking lot will require removal and relocation. A temporary construction easement is needed for the construction of these improvements.
- A partial acquisition and temporary construction easement are needed from the Terrace Village RV Park property (APN 0275-231-69; CPN 23373). The parcel is improved commercial land with an RV Park, a clubhouse and a pool. A partial acquisition is required to accommodate the realignment of the southbound exit ramp at the southeast corner of the property and a temporary construction easement is required along the northern limit of the property to construct direct access to and from the newly constructed road located adjacent to the property line of the Village RV Park.

**4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.**

The subject properties were appraised and offers for the full amount of the appraisals were made to the owner or owners of record in accordance with Section 7267.2 of the Government Code.

- The offer for the Furnas property (APN 1167-121-09; CPN 23366) was presented on June 18, 2015.
- The offer for the Terrace Village RV Park property (APN 0275-231-69; CPN 23373) was presented on September 21, 2015.

Upon completion of the Project, the Commission will transfer properties acquired for this Project to Caltrans or to the City of Grand Terrace for those real property interests that will be incorporated into the State Highway System or the City facility, respectively.

***Financial Impact:***

This item has no financial impact to the Fiscal Year 2015/2016 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 14, 2016. SANBAG General Counsel has reviewed this item and drafts of the resolutions.

***Responsible Staff:***

Paula Beauchamp, Project Delivery Manager

Approved  
 Board of Directors  
 Date: February 3, 2016

Witnessed By:

FURNAS FAMILY  
TRUST  
RESOLUTION OF  
NECESSITY

**RESOLUTION NO. 16-009**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR PARCEL NUMBER 1167-121-09.**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the I-215 and Barton Road Interchange Project (the "Project") that necessitates the Commission to acquire by eminent domain interests in the property located at 21881 Barton Road in the City of Grand Terrace, California; and

**WHEREAS**, the Project is intended to lengthen and widen the Barton Road Bridge over the I-215 and to widen and reconfigure ramps, modify traffic signals and construct a roundabout at the intersection of Barton Road/southbound ramps/La Crosse Avenue to improve public safety and alleviate traffic congestion; and

**WHEREAS**, the Project requires the acquisition of property interests from private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

**WHEREAS**, the real property required for the Project includes a fee interest as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 21881 Barton Road in the City of Grand Terrace, California; and

**WHEREAS**, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 21881 Barton Road in the City of Grand Terrace, California; and

**WHEREAS**, reasonable pedestrian and vehicular access to the remainder property will be maintained; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, on December 18, 2015 there was mailed a Notice of Hearing on the Intent of the Commission to consider adoption of a Resolution of Necessity for acquisition by eminent domain of the real property described and depicted in Exhibits "A" through "D" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last

equalized county assessment roll as the owner or owners of the property described and depicted in Exhibits "A" through "D" (collectively the "Property"); and

**WHEREAS**, the Commission provided written notice to the City of Grand Terrace as required by subsection (c) of California Public Utilities Code section 130220.5; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for February 03, 2016 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE**, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.



Section 4. Necessity.

(a) The Project is necessary to improve public safety and alleviate traffic congestion; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of real property as legally described and depicted in Exhibits "A" through "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D", are necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the real property as legally described and depicted in Exhibits "A" through "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further

authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on \_\_\_\_\_, 2016 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Ryan McEachron, Board President  
San Bernardino County Transportation Commission

ATTEST:

\_\_\_\_\_  
Vicki Watson,  
Clerk of the Commission

# EXHIBIT "A"

That portion of Parcel No. 1, Parcel Map 6856, in the City of Grand Terrace, County of San Bernardino, State of California, as per Map recorded in Book 78 of Parcel Maps, Pages 3 to 5 inclusive, in the office of the County Recorder of said County, lying northerly of the following described line:

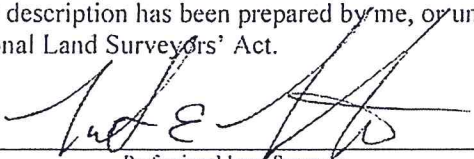
**BEGINNING** at a point on the west line of said Parcel No. 1, said point being South 0°34'44" East 19.54 feet of the northwest corner of said Parcel No. 1; thence North 89°25'34" East 85.51 feet along a line which is parallel with and 19.54 feet southerly of the north line of said Parcel No. 1; thence South 0°34'26" East 6.00 feet; thence North 89°25'34" East 39.08 feet; thence North 0°34'26" West 6.00 feet to said parallel line; thence along said parallel line North 89°25'34" East 165.92 feet to the east line of said Parcel No. 1 and the end of this description.

**EXCEPTING** therefrom that portion of said land taken by the City of Riverside, a Municipal Corporation, as set forth in that certain Judgment in Eminent Domain and Final Order of Condemnation, recorded May 23, 1961 in Book 5438, page 331 of Official Records of said County.

Containing 5,252 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature:   
Professional Land Surveyor

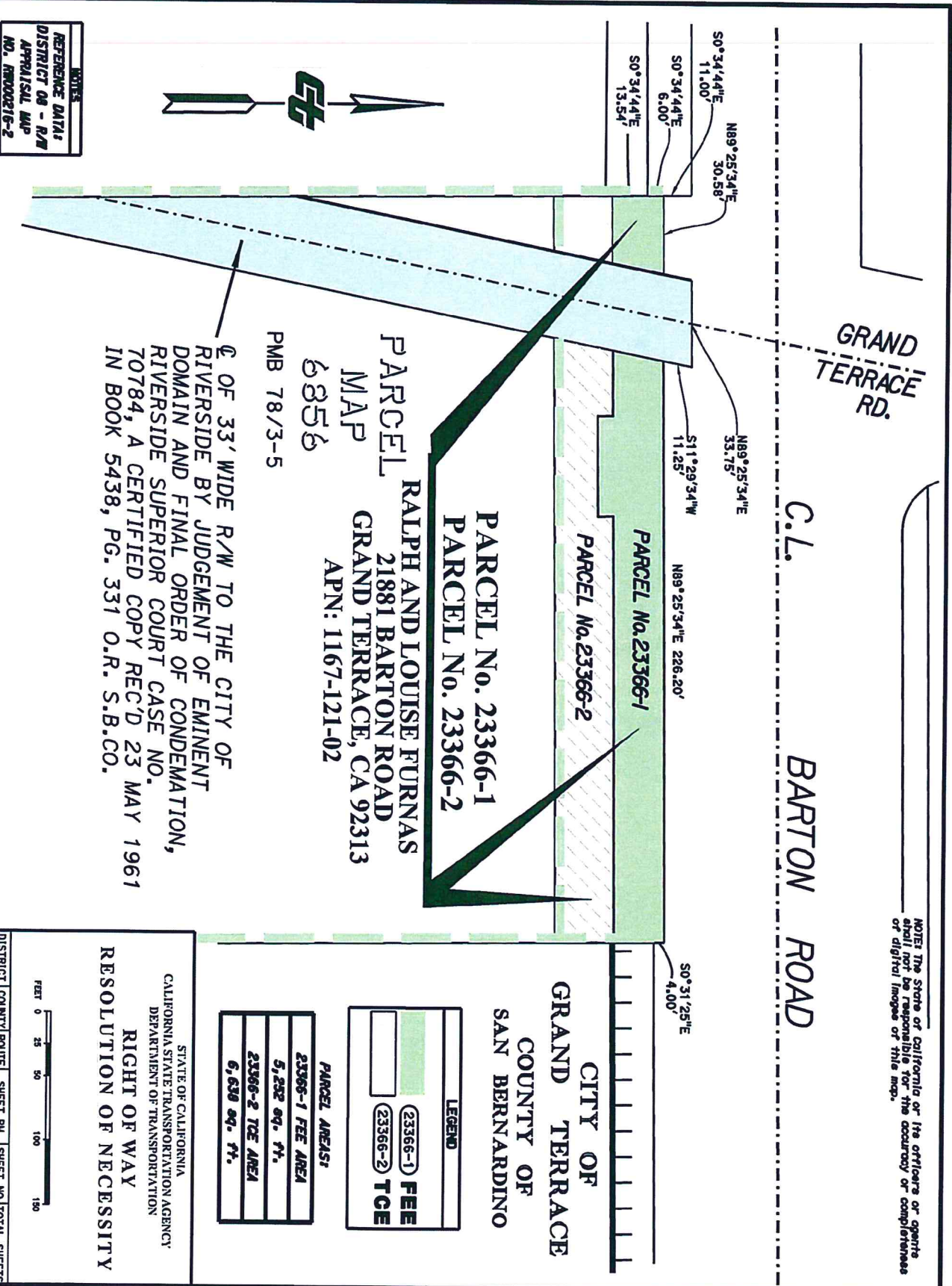
Date: 12/11/2015





# EXHIBIT "B"

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



**PARCEL No. 23366-1**  
**PARCEL No. 23366-2**  
**RALPH AND LOUISE FURNAS**  
**21881 BARTON ROAD**  
**GRAND TERRACE, CA 92313**  
**APN: 1167-121-02**  
**6856**  
**PMB 78/3-5**  
**OF 33' WIDE R/W TO THE CITY OF RIVERSIDE BY JUDGEMENT OF EMINENT DOMAIN AND FINAL ORDER OF CONDEMNATION, RIVERSIDE SUPERIOR COURT CASE NO. 70784, A CERTIFIED COPY REC'D 23 MAY 1961 IN BOOK 5438, PG. 331 O.R. S.B.CO.**

**NOTES**  
**REFERENCE DATA:**  
**DISTRICT 08 - R/W**  
**APPRAISAL MAP**  
**NO. RM000216-2**

STATE OF CALIFORNIA  
 CALIFORNIA STATE TRANSPORTATION AGENCY  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY**  
**RESOLUTION OF NECESSITY**

**LEGEND**  
  
**PARCEL AREAS:**  
**23366-1 FEE AREA**  
**5,252 sq. ft.**  
**23366-2 TCE AREA**  
**6,639 sq. ft.**

**CITY OF GRAND TERRACE**  
**SAN BERNARDINO**

FEET 0 25 50 100 150

DISTRICT	COUNTY/ROUTE	SHEET PM	SHEET NO./TOTAL SHEETS
08	SBD 215	1.20	2 / 2

# EXHIBIT "C"

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 1167-121-09**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Interstate 215 (I-215) Barton Road Interchange Improvement Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of thirty (30) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

That portion of Parcel No. 1, Parcel Map 6856, in the City of Grand Terrace, County of San Bernardino, State of California, as per Map recorded in Book 78 of Parcel Maps, Pages 3 to 5 inclusive, in the office of the County Recorder of said County, lying northerly of the following described line:

**BEGINNING** at a point on the west line of said Parcel No. 1, said point being South 0°34'44" East 57.31 feet of the northwest corner of said Parcel No. 1; thence North 89°25'34" East 290.49 feet along a line which is parallel with and 57.31 feet southerly of the north line of said Parcel No. 1 to the east line of said Parcel No. 1.

**EXCEPTING** therefrom that portion of said Parcel No.1 lying northerly of the following described line; **BEGINNING** at a point on the west line of said Parcel No. 1, said point being South 0°34'44" East 19.54 feet of the northwest corner of said Parcel No. 1; thence North 89°25'34" East 85.51 feet along a line which is parallel with and 19.54 feet southerly of the north line of said Parcel No. 1; thence South 0°34'26" East 6.00 feet; thence North 89°25'34" East 39.08 feet; thence North 0°34'26" West 6.00 feet to said parallel line; thence along said parallel line North 89°25'34" East 165.92 feet to the east line of said Parcel No. 1

**EXCEPTING** therefrom that portion of said land taken by the City of Riverside, a Municipal Corporation, as set forth in that certain Judgment in Eminent Domain and Final Order of Condemnation, recorded May 23, 1961 in Book 5438, page 331 of Official Records of said County.

All rights granted herein shall terminate on August 30, 2019.

Containing 6638 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature Kyle G. Esgate  
Professional Land Surveyor

Date December 11, 2015

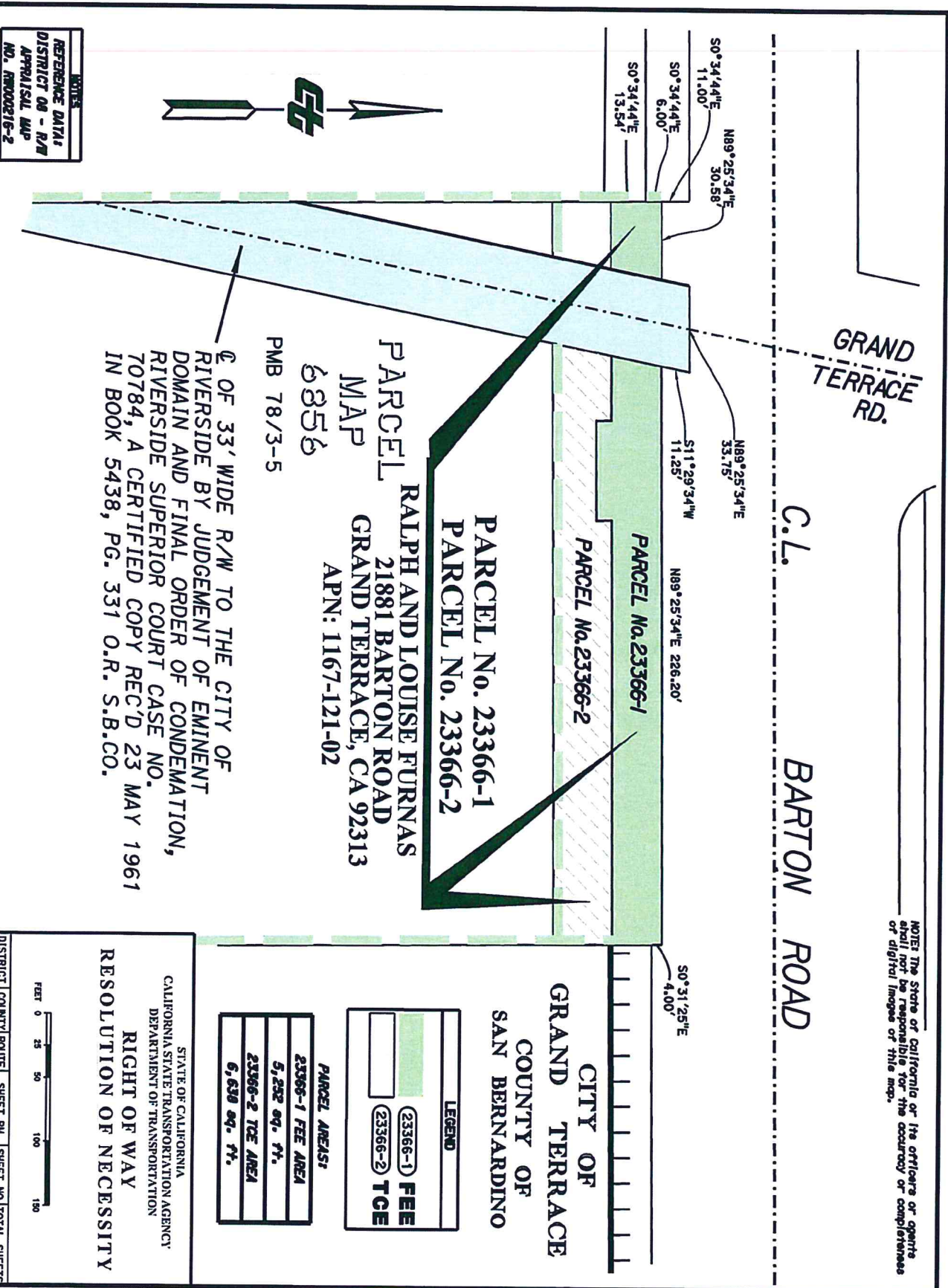


08-SBd-215-PM 1.10-23366 (23366-2)

# EXHIBIT "D"



NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



**PARCEL No. 23366-1**  
**PARCEL No. 23366-2**  
**PARCEL MAP**  
**6856**  
**PMB 78/3-5**  
**RALPH AND LOUISE FURNAS**  
**21881 BARTON ROAD**  
**GRAND TERRACE, CA 92313**  
**APN: 1167-121-02**  
 @ OF 33' WIDE R/W TO THE CITY OF RIVERSIDE BY JUDGEMENT OF EMINENT DOMAIN AND FINAL ORDER OF CONDEMNATION, RIVERSIDE SUPERIOR COURT CASE NO. 70784, A CERTIFIED COPY REC'D 23 MAY 1961 IN BOOK 5438, PG. 331 O.R. S.B.CO.

**NOTES**  
 REFERENCE DATA:  
 DISTRICT 08 - R/W  
 APPRAISAL MAP  
 NO. RM0002816-2

CITY OF  
 GRAND TERRACE  
 COUNTY OF  
 SAN BERNARDINO

**LEGEND**

	(23366-1) FEE
	(23366-2) TCE

**PARCEL AREAS:**

23366-1 FEE AREA	5,252 sq. ft.
23366-2 TCE AREA	6,639 sq. ft.

STATE OF CALIFORNIA  
 CALIFORNIA STATE TRANSPORTATION AGENCY  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY**  
**RESOLUTION OF NECESSITY**



DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBD	215	1,20	2	2



TERRACE VILLAGE  
RV PARK  
RESOLUTION OF  
NECESSITY

**RESOLUTION NO. 16-013**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR PARCEL NUMBER 0275-231-69.**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the I-215 and Barton Road Interchange Project (the "Project") that necessitates the Commission to acquire by eminent domain interests in the property located at 21900 Barton Road in the City of Grand Terrace, California; and

**WHEREAS**, the Project is intended to lengthen and widen the Barton Road Bridge over the I-215 and to widen and reconfigure ramps, modify traffic signals and construct a roundabout at the intersection of Barton Road/southbound ramps/La Crosse Avenue to improve public safety and alleviate traffic congestion; and

**WHEREAS**, the Project requires the acquisition of property interests from private parties; and

**WHEREAS**, the Project will be a transportation improvement project serving the public interest; and

**WHEREAS**, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

**WHEREAS**, the real property required for the Project includes a fee interest as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 21900 Barton Road in the City of Grand Terrace, California; and

**WHEREAS**, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 21900 Barton Road in the City of Grand Terrace, California; and

**WHEREAS**, reasonable pedestrian and vehicular access to the remainder property will be maintained; and

**WHEREAS**, in accordance with section 1245.235 of the California Code of Civil Procedure, on December 21, 2015 there was mailed a Notice of Hearing on the Intent of the Commission to consider adoption of a Resolution of Necessity for acquisition by eminent domain of the real property described and depicted in Exhibits "A" through "D" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last

equalized county assessment roll as the owner or owners of the property described and depicted in Exhibits "A" through "D" (collectively the "Property"); and

**WHEREAS**, the Commission provided written notice to the City of Grand Terrace as required by subsection (c) of California Public Utilities Code section 130220.5; and

**WHEREAS**, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

**WHEREAS**, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for February 03, 2016 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

**WHEREAS**, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

**NOW, THEREFORE**, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.



Section 4. Necessity.

(a) The Project is necessary to improve public safety and alleviate traffic congestion; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of real property as legally described and depicted in Exhibits "A" through "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D", are necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the real property as legally described and depicted in Exhibits "A" through "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further

authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on \_\_\_\_\_, 2016 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Ryan McEachron, Board President  
San Bernardino County Transportation Commission

ATTEST:

\_\_\_\_\_  
Vicki Watson,  
Clerk of the Commission

# EXHIBIT "A"

That portion of Parcel 2 in the City of Grand Terrace, County of San Bernardino, State of California, as described in Exhibit "B" of Certificate of Compliance recorded June 14, 2001 in Instrument No. 20010231648, Official Records of said County, described as follows:

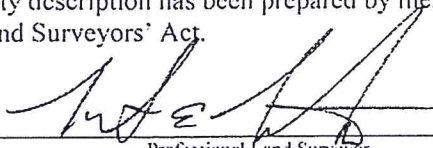
**BEGINNING** at southeasterly corner of said Parcel 2; thence along the easterly line of said Parcel 2, North 11°18'32" East 73.95 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 336.00 feet, a radial line bears North 50°30'00" West; thence southerly along said non-tangent curve through a central angle of 13°36'32" an arc distance of 79.81 feet to the southerly line of said Parcel 2; thence South 79°03'46" East 29.03 feet to the **POINT OF BEGINNING**.

Lands abutting the freeway shall have no right or easement of access thereto.

Containing 1,199 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature:   
Professional Land Surveyor

Date: 12/18/2015





# EXHIBIT "B"

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

SECTION 32  
T. 1 S., R. 4 W., S.B.M.

TERRACE VILLAGE RV PARK LLC

Par. No. 23373-1 FEE  
AREA = 1,199 sq. ft.

RECORD OF SURVEY  
18-04

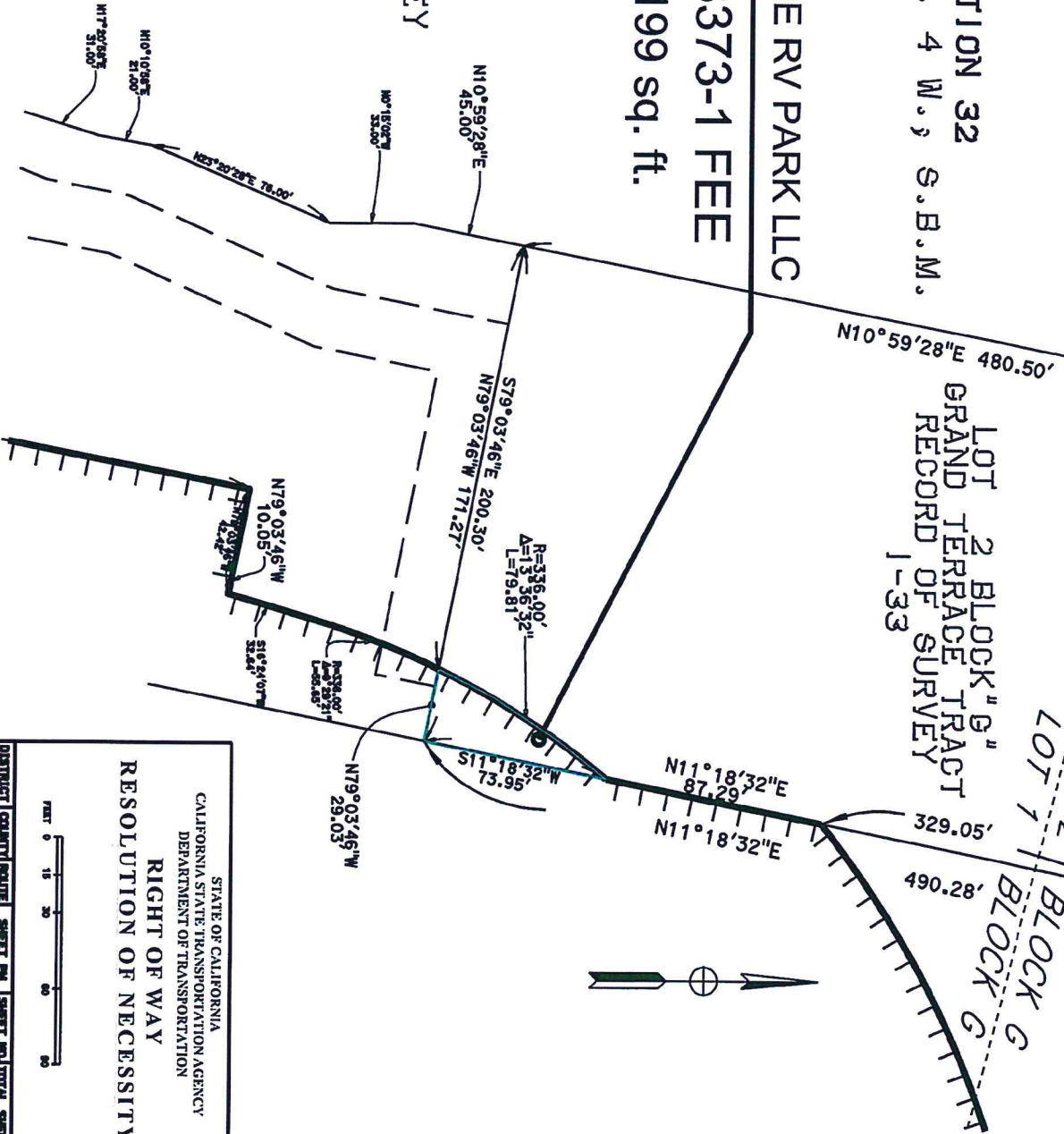
PCL. 2

GRAND TERRACE RD  
A.S. 01, 115

SEE SHEET 2

LOT 2 BLOCK "G"  
GRAND TERRACE TRACT  
RECORD OF SURVEY  
1-33

LOT 2  
BLOCK G  
LOT 1  
BLOCK G



STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY**  
**RESOLUTION OF NECESSITY**



DISTRICT	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS
08	SMI	215	1-4	3

# EXHIBIT "C"

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0275-231-69**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Interstate 215 (I-215) Barton Road Interchange Improvement Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of thirty (30) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

An EASEMENT for temporary construction purposes upon, over and across that portion of Lot 2 in Block G, according to the map of the re-subdivision of Grand Terrace Tract, in the County of San Bernardino, State of California, as per map recorded in Book 1, page 33, Records of Survey, in the Office of the County Recorder of said County, described as follows:

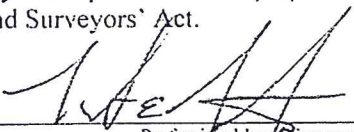
**BEGINNING** at the intersection of the easterly right of way of Grand Terrace Road (36.50 feet half width) and the southerly line of Parcel No. 4 as shown on Parcel Map No. 4522, recorded in Book 43 of Parcel Maps, pages 59 and 60, Records of said County; thence along the southerly boundary of said Parcel 4 the following three (3) courses. (1) South 75°41'08" East 301.59; thence (2) South 11°18'32" West 7.54 feet; thence (3) South 75°24'14" East 153.44 feet to the easterly line of Parcel 2 as described in Exhibit "B" of Certificate of Compliance recorded June 14, 2001, as Instrument No. 20010231648, Official Records of said County; thence along said easterly line South 11°18'32" West 77.13 feet; thence North 75°24'14" West 57.66 feet; thence North 11°18'32" East 55.10 feet; thence North 75°41'08" West 397.35 feet to said easterly right of way; thence North 11°18'32" East 30.04 feet along said right of way to the **POINT OF BEGINNING**.

Containing 15,617 square feet, more or less.

All rights granted herein shall terminate on August 30, 2019

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

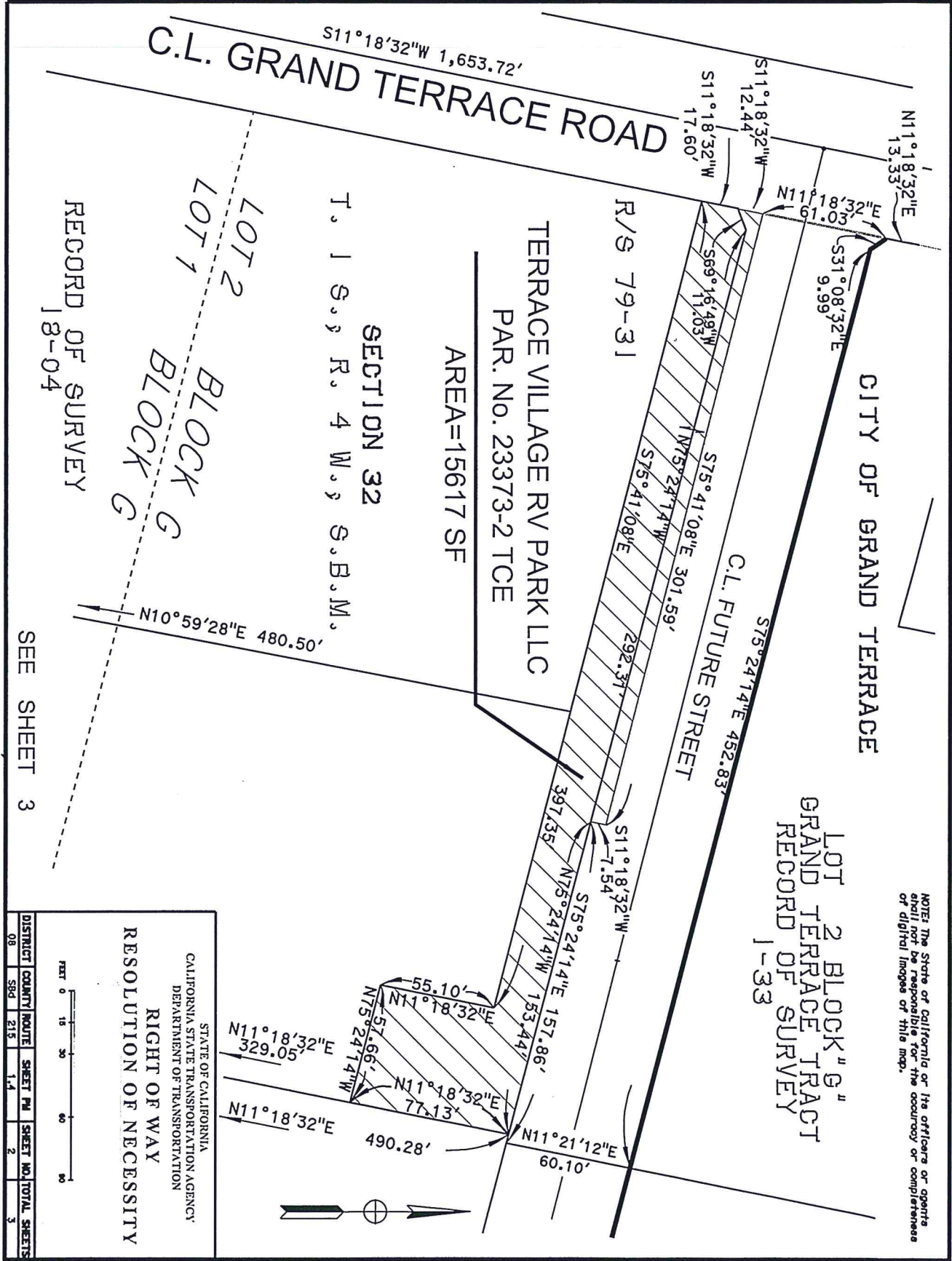
Signature:   
Professional Land Surveyor

Date: 12/18/2015



# EXHIBIT "D"



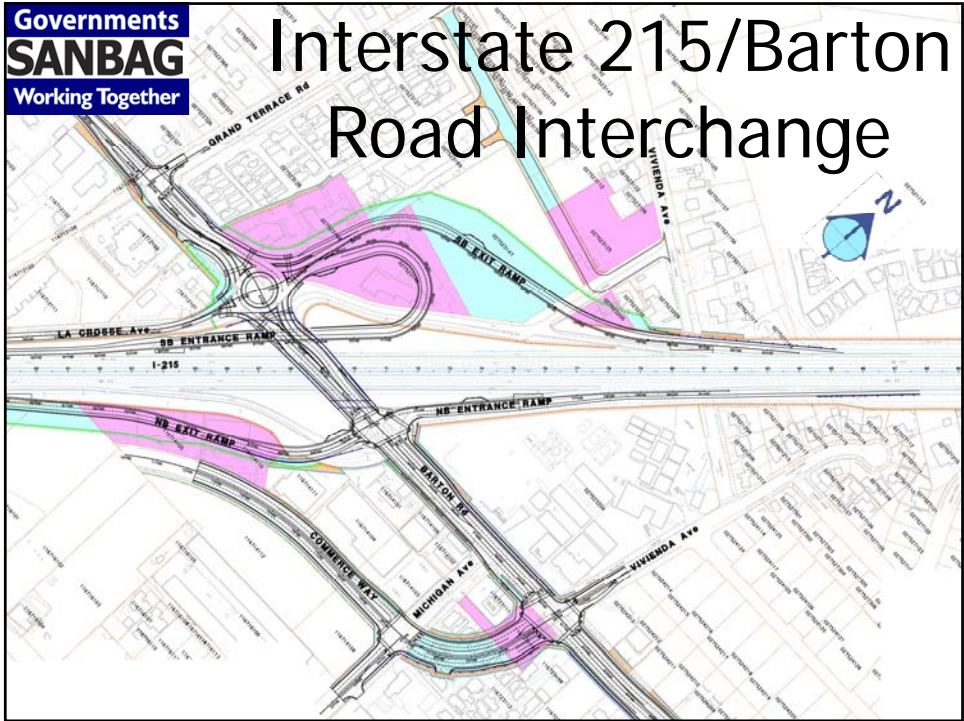


SCALE: 0 15 30 60 90 FEET

DISTRICT	COUNTY/ROUTE	SHEET #1	SHEET #2	TOTAL SHEETS
08	S&D 215	1,4	2	3

DATE: 08/11/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]





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## Interstate 215/Barton Road Interchange

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## Commission Request

**THE COMMISSION IS REQUESTED TO MAKE THE FOLLOWING FINDINGS:**

1. The public interest and necessity require the proposed project;
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
3. The real property to be acquired is necessary for the project; and
4. The offer of just compensation has been made to the property owner.

Attachment: February RON Presentation (2480 : I-215 Barton Road RONs)



## PARCEL LIST

1. Furnas Family Trust
2. Terrace Village Recreational Vehicle Park



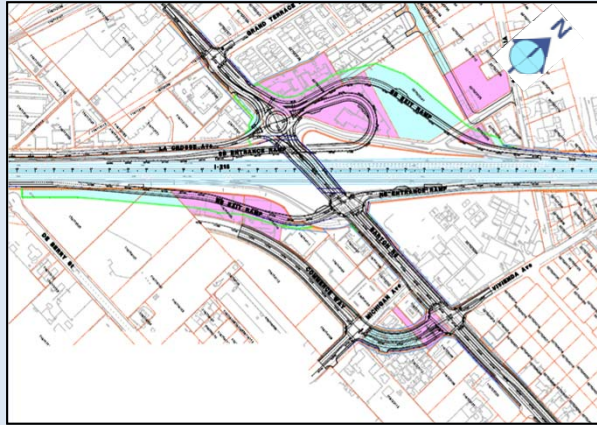
## Commission Request

### FINDINGS 1 and 2

1. The public interest and necessity require the proposed project;
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;

## Project Improvements

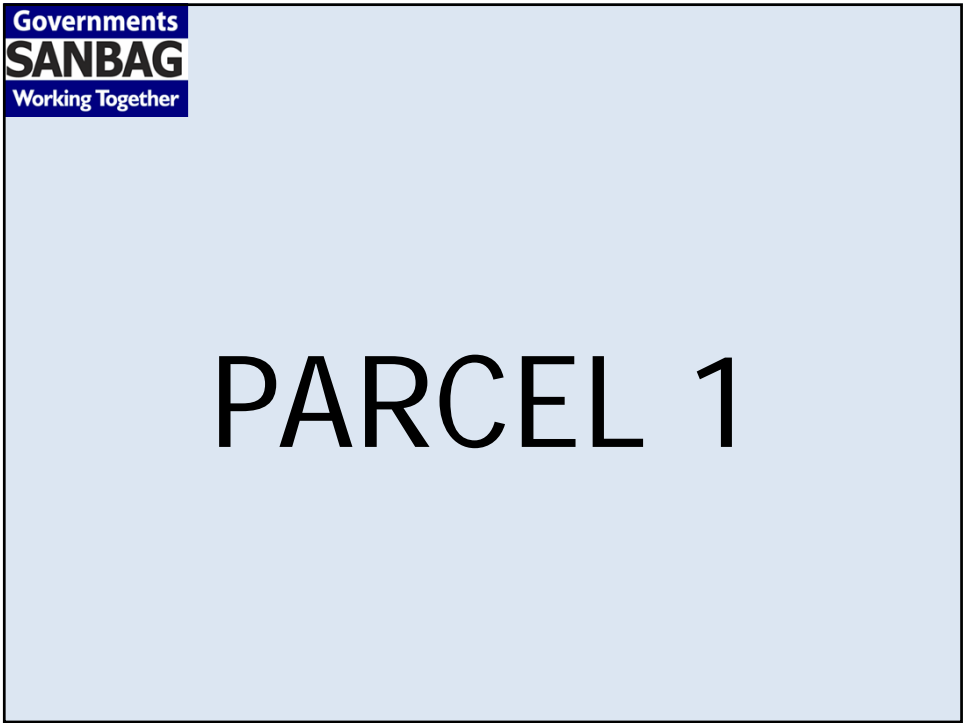
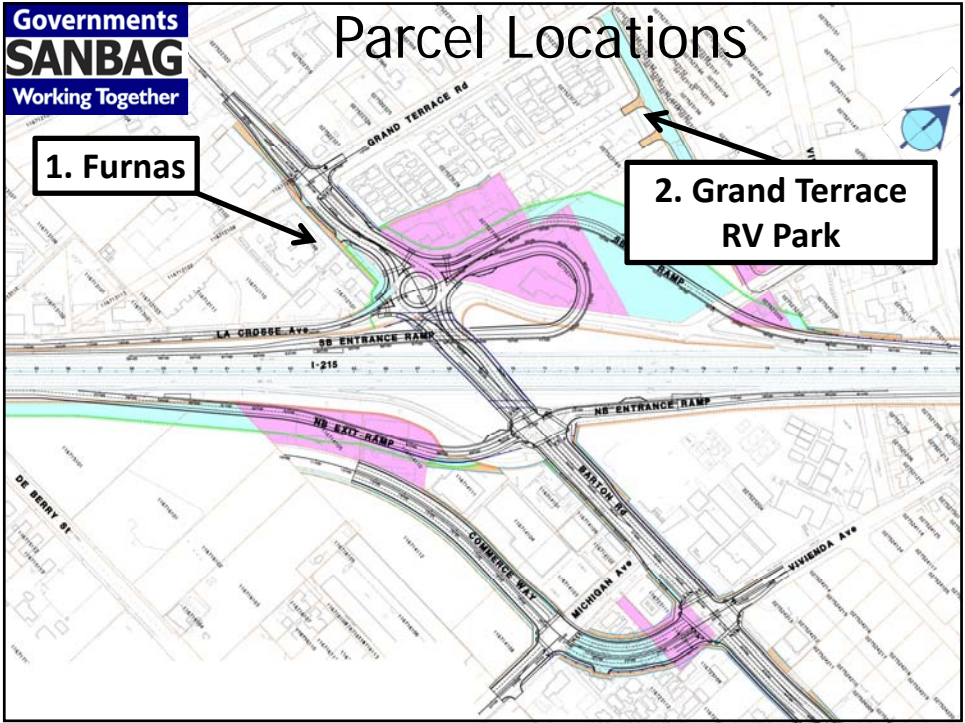
- A wider and longer bridge
- New ramps
- Realignment of local streets.



## Commission Request

### FINDING 3

3. The real property to be acquired is necessary for the project;



Attachment: February RON Presentation (2480 : I-215 Barton Road RONs)



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PARCEL 2

Attachment: February RON Presentation (2480 : I-215 Barton Road RONs)





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## Commission Request

### FINDINGS 4

4. The offer of just compensation has been made to the property owner.

Attachment: February RON Presentation (2480 : I-215 Barton Road RONs)

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## Offers of Just Compensation

No.	Ownership	Offer Date
1	Furnas Family Trust	June 18, 2015
2	Grand Terrace RV Park	September 21, 2015

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## CONTACT SUMMARY MATRIX

No.	Ownership	In Person Meetings	Mailings	Phone Contacts	E-Mails	Total
1	Furnas Family Trust	6	3	10	2	21
2	Grand Terrace RV Park	3	1	9	9	22

Attachment: February RON Presentation (2480 : I-215 Barton Road RONs)





Staff Recommends:

**THE COMMISSION ADOPT A RESOLUTION OF NECESSITY BASED ON THE FOLLOWING FINDINGS:**

1. The public interest and necessity require the proposed project;
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
3. The real property to be acquired is necessary for the project; and
4. The offer of just compensation has been made to the property owner.

## *Minute Action*

### AGENDA ITEM: 23

**Date:** *February 3, 2016*

**Subject:**

Interstate 10 Corridor Project: TIFIA Creditworthiness Evaluation and Ratings Agency Fees

**Recommendation:**

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

- A. Authorize the Executive Director to release a TIFIA creditworthiness evaluation fee in the amount \$100,000 when requested by the Department of Transportation (DOT) in support of the TIFIA application process for Interstate 10 (I-10) Corridor Project – Phase One.
- B. Authorize the Executive Director to release a Credit Rating Agency fee in the amount of \$125,000 to support the TIFIA application process for I-10 Corridor Project – Phase One.

**Background:**

Should Express Lanes be selected as the Preferred Alternative for the I-10 Corridor Project, a significant amount of project funding would be derived from toll revenue-backed financing sources. One of the major sources of toll revenue-backed financing identified in the I-10 and Interstate 15 (I-15) Financial Plan is a Transportation Infrastructure Finance and Innovation Act (TIFIA) secured loan. The TIFIA program provides Federal credit assistance to nationally or regionally significant surface transportation projects, including highway and transit and rail. Benefits of TIFIA secured loans include low interest rates and flexible, long-term repayment terms. For the I-10 and I-15 Corridor Projects, the TIFIA financing is equivalent to 33 percent of eligible project costs. The SANBAG Board approved an accelerated TIFIA process at the July 1, 2015 Board meeting with the goal of receiving an Invitation to Submit the formal TIFIA Application by the end of 2016.

**Recommendation A:**

The first step in the TIFIA process is for the sponsoring agency to issue a Letter of Interest (LOI) to the TIFIA Joint Program Office (JPO). The LOI contains the required project information, including the cost, benefits, and schedule, to enable the TIFIA JPO to determine whether the project is eligible for TIFIA financing. Once a project is deemed eligible, TIFIA will then invite the project sponsor to begin the creditworthiness review. Each potential applicant seeking TIFIA credit assistance must demonstrate its ability to meet the statutory eligibility requirements, including an in-depth review of a project's creditworthiness, at the LOI stage and prior to the submittal of a formal application.

The increased demand on TIFIA's resources has led to the discontinuation of the practice of advancing the entire cost of financial and legal advisors engaged to assist the DOT in determining a project's creditworthiness and overall eligibility and having those costs reimbursed to the DOT after execution of a credit agreement. As such, project sponsors must pay

*Entity: CTC*

fees in the amount of \$100,000 before the DOT hires financial and/or legal advisors as part of the Letter of Interest review process. These fees are due upon request.

The TIFIA LOI for the I-10 Phase One Project (Los Angeles County Line to I-15) is scheduled for submission to the TIFIA JPO in late February 2016. Staff recommends authorizing the Executive Director or designee to release the \$100,000 fee following submittal of the LOI, upon request by the DOT.

**Recommendation B:**

The TIFIA creditworthiness review will require submittal of an updated financial package, including Investment Grade Traffic and Revenue forecasts and an updated Plan of Finance. Both of these tasks are now underway, with contracts awarded in September 2015 and January 2016 respectively.

The updated financial package will also require an indicative rating letter to be issued by one of the three major credit rating agencies. This indicative rating letter would indicate that the rating agency has reviewed the financial information for the project, and that the project's senior obligations (which may include the TIFIA credit instrument) have the potential to achieve an investment grade rating. Before the TIFIA JPO completes its review of a LOI and renders a determination of eligibility, the DOT will request that a project sponsor provide this indicative rating letter.

The development of the indicative rating letter is anticipated to cost \$125,000, and the work would occur concurrently with the TIFIA LOI review process. Staff recommends authorizing the Executive Director or designee to release this Credit Rating Agency fee in the amount of \$125,000 to support the TIFIA application process.

In summary, the recommended actions are necessary for continued progress towards approval of a TIFIA direct loan for the I-10 Corridor Project: Phase One, which would secure a significant portion of project funding should Express Lanes be selected as the Preferred Alternative for the I-10 Corridor Project.

**Financial Impact:**

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

**Reviewed By:**

The information in this item was discussed at the I-10 and I-15 Joint Sub-Committee on January 14, 2016, with a quorum of the committee present.

**Responsible Staff:**

John Meier, Project Manager

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Approved  
 Board of Directors  
 Date: February 3, 2016

Witnessed By:

## *Minute Action*

AGENDA ITEM: 24

**Date:** *February 3, 2016*

**Subject:**

Interstate 10 and Interstate 15 Corridor Projects: Legal Advisor Services

**Recommendation:**

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

Approve the release of Request for Proposals 16-1001447, for Legal Advisor Services for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects.

**Background:**

The I-10 Corridor Project is studying a single-lane High Occupancy Vehicle (HOV) Alternative and dual-lane Express Lanes Alternative while the I-15 Corridor Project is studying a dual-lane Express Lanes Alternative to address the growing traffic demand along these two corridors. Should Express Lanes be selected as the Preferred Alternative for the I-10 and I-15 Corridor Projects, there are a number of project development tasks needed to advance the projects through the project development phase to the start of construction. These tasks include financial, legal and project management services.

During the July 2015 Board meeting, the Board approved the procurement of Investment Grade Traffic and Revenue services and Financial Advisor services, and both of these contracts are now underway in support of the corridor projects. Legal Advisor services will also be required to support and advance the projects through the procurement process, and to support the projects during construction.

The services of the Legal Advisor are required to provide oversight and legal advice pertaining to the Design/Build procurement process, including development of the contract documents. The Legal Advisor would also provide legal advice and review pertaining to the many agreements required to implement the projects, including agreements with Caltrans, California Highway Patrol (CHP) and other agencies.

The initial Legal Advisor services will provide legal advice for the procurement process and supporting agreements for the Design/Build Highway Improvements contract for I-10 Phase One (Los Angeles County Line to I-15). At approximately the same time, the Legal Advisor will also provide legal advice for the procurement of the Toll System for I-10 Phase One, which would include installation of the tolling system and probably the operation of the tolling system for the initial three to five years. Following completion of the I-10 Phase One procurements and agreements, the Legal Advisor would provide similar services for I-10 Phase Two (I-15 to Ford Street) and I-15 Project One (State Route 60 to State Route 210) beginning in 2018.

*Entity: CTC*

The four major procurements that would be covered under this contract, including the approximate timing of the procurements, are summarized as follows:

- I-10 Phase One: Civil Highway Improvements (2016-2017)
- I-10 Phase One: Tolling System Installation and Operation (2016-2017)
- I-10 Phase Two: Civil Highway Improvements (2018-2019)
- I-15 Project One: Civil Highway Improvements (2018-2019)

The Tolling System procurement described above would initially address I-10 Phase One, but may contain options to include I-10 Phase Two and I-15 Project One in order to maintain consistency between Express Lanes projects.

The Legal Advisor selected for the I-10 and I-15 Corridor Projects will provide legal assistance in guiding these projects to successful award and implementation of design-build (DB) contracts under two-step "Best Value" procurements for construction of the Corridor Projects, and of a DB contract for the Tolling System. The Legal Advisor services would not include right of way or project financing issues which will be provided by right of way legal counsel and bond counsel.

The Scope of Work is included with this item as Attachment 1. The estimated cost for this work is approximately \$5,000,000. Staff recommends approval of the Request for Proposals for Legal Advisor Services to support the I-10 and I-15 Corridor Projects.

***Financial Impact:***

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

***Reviewed By:***

The information in this item was discussed by the I-10 and I-15 Joint Sub-Committee on January 14, 2016, with a quorum of the committee present. SANBAG General Counsel and Procurement Manager have reviewed this item and the RFP.

***Responsible Staff:***

John Meier, Project Manager

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Approved  
 Board of Directors  
 Date: February 3, 2016

Witnessed By:

**ATTACHMENT A – “SCOPE OF WORK”**

## **General Description of Projects and Services**

The I-10 and I-15 corridors represent critical routes for commuter, recreational and goods movement traffic across the greater Los Angeles region, and are two of the most heavily utilized corridors within San Bernardino County. Both of these corridors experience regular congestion along certain segments, and this congestion is expected to worsen as San Bernardino County continues to grow. The San Bernardino County Transportation Commission (SBCTC) is studying a single-lane High Occupancy Vehicle (HOV) Alternative and a dual-lane Express Lanes Alternative for the I-10 Corridor Project, and is studying a dual-lane Express Lanes Alternative for the I-15 Corridor Project, to address the growing traffic demand along these two corridors.

The provision of legal services described in this Scope of Services is contingent upon Caltrans' selection of the Express Lanes Alternative as the Preferred Alternative during the environmental review process. The Legal Advisor selected for the I-10 and I-15 Corridor Projects, referred to herein as ATTORNEY, will assist in guiding these projects to successful award and implementation of design-build (D/B) contracts under two-step "Best Value" procurements for construction of the Corridor Projects listed below, and of a DB contract for Toll Facilities Systems Integration and Operation (Toll Facilities Systems) for the I-10 Corridor Project with an option for the I-15 Corridor Project. The ATTORNEY will also assist in the procurement of the Project Management/Construction Manager for the corridor projects. In addition, ATTORNEY will provide appropriate legal services as it pertains to cooperative agreements with various governmental entities and jurisdictions that are necessary for the implementation of the Corridor Projects.

Under California Streets and Highways Code Section 149.11 (AB 914-2014) SBCTC has authority to build and operate express lanes on the I-10 and I-15 Corridors. SBCTC's authority to use the design-build method of procurement to design and construct the Corridor Projects is pursuant to Chapter 6.5 of the Public Contract Code (AB 401-2013).

The ATTORNEY services required under this Scope of Services, do not include environmental, right of way or project financing (bonds, TIFIA loans, short-term notes, etc.) legal services.

## **Projects Descriptions**

### **I-10 Corridor Project**

It is anticipated that the I-10 Corridor Project will be delivered in two phases through two separate contract packages and procurements, known as I-10 Phase One (Los Angeles County Line to I-15) and I-10 Phase Two (I-15 to Ford Street). It is anticipated that a total of three separate D/B contracts would be awarded for the I-10 Corridor Project--two for the highway improvements and one for the Tolling Facilities System.



Major project milestones for the I-10 Corridor Project Phase One are as follows:

- Circulate Draft Environmental Document (Phases One and Two) (Feb 2016)
- Submit Transportation Infrastructure Finance and Innovation Act (TIFIA) Letter of Interest – (Feb 2016)
- Caltrans' Designation of Preferred Alternative (Phase One and Two) (May 2016)
- Release of RFP to select Construction Manager (May 2016)
- TIFIA Creditworthiness Review – (2<sup>nd</sup> Quarter 2016)
- Begin Design-Build (D/B) procurement – RFQ Release (Sept 2016)
- Release D/B Draft RFP – (1<sup>st</sup> Quarter 2017)
- Caltrans Environmental Approval of Project (Phases One and Two) (2<sup>nd</sup> Quarter 2017)
- SBCTC Awards D/B Contract (1<sup>st</sup> Quarter 2018)
- Financial Close – (1<sup>st</sup> Quarter 2018)
- Construction -- (2019 to 2022)

Note: the Toll Facilities System D/B contract schedule will be developed once the PM/CM consultant is under contract.

Major project milestones for the I-10 Corridor Project Phase Two are as follows:

- Circulate Draft Environmental Document (Phases One and Two)(Feb. 2016)
- Caltrans Environmental Approval of Project (Phases One and Two) (2<sup>nd</sup> Quarter 2017)
- Submit Transportation Infrastructure Finance and Innovation Act (TIFIA) Letter of Interest – (2018)
- Release of RFP to select Construction Manager (2018)
- Begin Design-Build (D/B) procurement – RFQ Release (2018)
- Release D/B Draft RFP (2019)
- SBCTC Awards D/B Contract – (2020)
- Financial Close – (2020)
- Construction -- (2021 to 2024)

### **I-15 Corridor Project**

The I-15 Corridor Project is considering the implementation of two Express Lanes in each direction from State Route 60 to US-395. The first phase of the I-10 Corridor Project, from State Route 60 (SR-60) to State Route 210 (SR-210), known as I-15 Project One, initiated Project Approval/Environmental Document (PA/ED) in October 2014. Environmental and engineering analysis of the I-15 corridor from SR-210 to US-395 is not anticipated to start for several years,

and therefore legal services for that segment of the I-15 Corridor are outside the scope of this Contract. Major project milestones for I-15 Project One (SR-60 to SR-210) are as follows:

- Circulate Draft Environmental Document (1<sup>st</sup> Quarter 2017)
- Caltrans Designation of Preferred Alternative (2<sup>nd</sup> Quarter 2017)
- Environmental Approval (4<sup>th</sup> Quarter 2017)
- Submit Transportation Infrastructure Finance and Innovation Act (TIFIA) Letter of Interest – (2018)
- Release of RFP to select Construction Manager (2018)
- Begin Design-Build (D/B) procurement – RFQ Release (2018)
- Release D/B Draft RFP (2019)
- SBCTC Awards D/B Contract – (2020)
- Financial Close – (2020)
- Construction -- (2021 to 2024)

Additional project information for both corridors may be found in the Reference Documents available from SBCTC titled “Board Recap June 2015”, “I-10 and I-15 Express Lanes Intermediate-Level Traffic and Revenue Study,” and “I-10/I-15 Managed Lanes Project Financial Feasibility Study”.

## **Scope of Services**

### **1.0 General Scope of Services**

ATTORNEY will undertake the following activities with respect to the Corridor Projects.

- 1.1. Research, review ensure compliance with the existing laws, policies, procedures, standards, and requirements of SBCTC, CALTRANS, and local and regulatory agencies that are applicable to and govern the procurement, design, and construction of the Projects.
- 1.2. Provide advice on necessary legislation, if any, to authorize the Projects and allow SBCTC to utilize and optimize its desired delivery and procurement methods including providing input, if necessary, on legislative strategy.

### **2.0 D/B Procurements and Contracts**

The following applies to each of the separate procurements and contracts for civil construction of I-10 Phase One, I-10 Phase Two and I-15 Project One, and to the procurement and contract for the Toll Systems Facilities Integrator and Operator.

For the design and construction of the Projects, ATTORNEY will provide legal advice on project activities relating to the accomplishment of each project's design-build milestones from the D/B procurement and contract award, to the commencement, duration and close-out of construction.

For the Toll Systems Facilities Integrator and Operator contract, ATTORNEY will provide legal advice from drafting and review of the design/build procurement documents through to award and implementation of the contract with the Toll Systems Facilities Integrator and Operator.

2.1 Contract Development – ATTORNEY shall assist with the procurement, contractual, and technical documents for review and approval by the Program Manager. ATTORNEY shall review and compliance with all policies and procedures and legal requirements applicable to SBCTC. ATTORNEY shall provide support to the contract development as-needed and shall assist in the development of the contract documents and subsequent advice and counsel. Typical level of efforts may include: attendance at Risk Analysis, Legal and Financial Workshops, advisory role on state and federal requirements, develop main contract documents, review and provide comments on remaining Instructions to Proposers (ITP) and Technical documents and on-call support for a variety of topics including Clarifications and Addenda.

2.2 Insurance Requirements – ATTORNEY shall assist the Program Manager in providing an assessment of each Project scope, criteria, and risks necessary to develop a comparative analysis regarding the options for providing PROJECT insurance, whether a standard practice program, OCIP, CCIP or other available and innovative marketable options. Assist in providing review, analysis and recommendations regarding the insurance statements and proposals submitted by D/B teams as part and in support of the procurement process.

2.3 Risk Assessment – Assist with the implementation of a risk assessment and determining the likelihood and impacts of the various risks on the procurement and contract process.

2.4 Procurement Document Development – The ATTORNEY shall assist in structuring the procurement process to maximize the benefits that D/B industry and D/B teams bring to each project while still meeting the requirements. This shall incorporate a process that is well defined, transparent, and that allows for confidential free-flow of ideas. The procurement process shall incorporate a Request for Letters of Interest (RFLOI), a Request for Qualifications (RFQ), followed by a two-stage final procurement process with a Draft Request for Proposal (DRFP) and a Final Request for Proposal (FRFP).

2.4.1 Request for Qualifications (RFQ)

- a) The ATTORNEY in coordination with SBCTC shall assist in the development of an RFLOI for advertisement by SBCTC. The RFLOI will

provide general information about each project and invite interested teams to be placed on a contact list for the project.

- b) Prior to the release of a RFQ, ATTORNEY will assist in the identification and development of appropriate contractual requirements through discussions with the Program Manager and SBCTC.
- c) ATTORNEY shall also participate in a prequalification and evaluation workshop to develop criteria that will be used to develop minimum qualifications to assist in prequalifying potential proposers' Statements of Qualifications (SOQs). Evaluation criteria could include experience, qualifications, personnel, and financial capacities.
- d) ATTORNEY shall assist in the coordination with SBCTC, and its stakeholders, to help develop a transparent process to evaluate SOQs. ATTORNEY shall assist in developing an RFQ Evaluation Manual and help facilitate an evaluation training session with mandatory attendance for all evaluators to review the final evaluation process and to understand the importance of confidentiality. Confirmation that the RFQ, prequalification and evaluation documents and processes meet applicable laws will be provided by the ATTORNEY.

2.4.2 Draft Request for Proposal (DRFP) – ATTORNEY shall assist in the development of the DRFP. Key aspects as a part of the draft proposal review process shall include:

- a) Industry Review – After publishing a Draft RFP to the short-listed D/B teams, facilitate feedback from the various D/B teams on the terms, conditions, and technical requirements. This feedback from the industry shall provide valuable information that can be used to optimize the risk profile for the project, clarify any unclear requirements, and improve the clarity of proposals to maximize the benefit to the project.
- b) Clarification Process – The D/B teams shall have the opportunity to submit formal requests for clarification. Both the questions and the responses will be made available to all the D/B teams.
- c) Addendum Process – Any necessary addenda to the final RFP that may result from requests for clarification or availability of new information will be published through the designated portal.

2.4.3 Final Request for Proposals (FRFP) – ATTORNEY shall assist in developing the FRFP documents including the Instructions to Proposers (ITP), the Contract, the Technical Provisions (TP), the Supporting Documents, and the Reference Materials.

- a) Instructions to Proposers (ITP) – The ITP shall provide the road map for the proposal process to prospective D/B teams. It includes the rules of the process, proposal submittal requirements, and evaluation criteria. A well-structured proposal process shall bring to the project significant advantages and attract suitable D/B teams. The following shall be included in the procurement process to maximize these benefits:
- 1) Proposal Criteria Workshop – to establish an outline of the proposal submittal requirements, evaluation criteria, relative weighting of evaluation criteria, and legal pass/fail requirements;
  - 2) Alternative Technical Concepts (ATC) – this component shall allow the Design Builder to propose equal or better solutions to those required under the contract and will maximize the opportunity for innovation and their means and methods; and
  - 3) One-on-One Meetings for each D/B team – to present their solutions in a confidential environment.

Legal requirements and legal pass/fail submittal requirements of the ITP will be provided. Confirmation that the ITP meets applicable laws will be provided by the ATTORNEY.

- b) Contract - The first draft of the Contract and associated exhibits shall be provided by others with review and input provided by ATTORNEY. In follow-up sessions to the initial risk management exercise, ATTORNEY shall provide support to identify ways to mitigate risk in the Contract and shall provide input to allocate any remaining risks to the party best able to handle each element of risk. ATTORNEY will provide input into the content and support coordination of the contents of the Contract with the other elements of the RFP.
- c) Technical Provisions - The TPs are made up of sections divided into administrative, design, and construction requirements of the RFP. This document establishes the scope of work, technical requirements, and interpretation of standards that the design-builder shall follow to successfully deliver each Project. A Task Force approach to identifying the requirements for each technical discipline will be developed. Potential members of the Task Force are ATTORNEY, SBCTC staff, CALTRANS, FHWA, and other consultants representing the technical leads from the preliminary design/pre-development, experienced D/B contract authors, and professional technical writers

- d) Supporting Documents - The standards for design and construction that SBCTC, CALTRANS and others have provided will be assembled and indexed. The technical Task Forces will review industry standards, CALTRANS standards, CLIENT standards, and other related agency standards to confirm their applicability to each Project. During this review, the Task Forces will determine if any modifications are necessary to apply each standard to D/B delivery.
  - e) Reference Materials - The available data and information that SBCTC, CALTRANS and others have provided as relevant to the Project shall be compiled and organized so that it is made available to the D/B teams in preparing their proposals and delivering the Project. This information will be presented in the Reference Materials portion of the RFP.
- 2.4.4 Client and Agency Reviews - As part of the overall D/B procurement process, the ATTORNEY shall meet, as needed, with the Program Manager, SBCTC, CALTRANS and/or FHWA and other relevant agencies and establish a formal review process for all procurement documents including ATCs, Clarifications and Addenda. As part of this formal review process, a secure and confidential site shall be developed and utilized to effectively help in communicating with prospective Reviewers throughout the procurement process.
- 2.4.5 ATCs, Addenda and Clarifications - ATTORNEY shall support, as necessary, the Program Manager to manage the ATC, Addenda and Clarification components of the procurement process, including the following:
- a) Provide support as required during the confidential one-on-one meetings, including preparing agendas and minutes. Three (3) ATC Meetings are anticipated for four (4) anticipated D/B teams, for a total of twelve (12) meetings;
  - b) Review, coordination, evaluation and recommendation of any ATCs submitted by the D/B teams; and
  - c) Management of the responses to RFP questions, clarifications, and preparation of any required addenda. Content for responses to requests for clarification and production of the addenda material will be completed by the entity that prepared the original document (e.g. responses to Contract questions will be provided by others). Legal review and confirmation that such responses meet applicable laws will be provided by ATTORNEY.
- 2.4.6 Proposal Evaluation and Award – ATTORNEY shall assist in developing a transparent and defensible process to evaluate proposals. ATTORNEY will

facilitate a training session with required attendance for all evaluators prior to beginning the evaluation of proposals where the evaluation process and confidentiality requirements shall be clearly communicated. A panel of evaluation process facilitators will oversee the actions of the evaluation team to assure that the process is followed and confidentiality is maintained. Confirmation that the RFP and evaluation processes meet applicable laws will be provided by ATTORNEY.

The ATTORNEY shall assist, as necessary, in the negotiation process, including conforming the D/B contract to reflect any changes that arise in the negotiations process and final execution of the D/B contract. Legal review and confirmation that such negotiations and changes in the D/B contract meet applicable laws will be provided by the ATTORNEY.

### **3.0 Agreements**

Prepare and/or assist in the preparation of other non-procurement agreements required for the projects. The agreements will be with various public agencies such as CALTRANS, and governmental entities involved in the Projects

### **4.0 Miscellaneous Information**

- 4.1 Services listed above may be reduced or eliminated if an Express Lanes Alternative is not ultimately selected for one or more of the identified projects, or if one or more of the project schedules are delayed beyond the duration of this CONTRACT.
- 4.2 ATTORNEY shall attend meetings and participate in conference calls, related to the Projects when requested.
- 4.3 Services to support SBCTC to provide monitoring of the CONTRACTOR's performance and compliance with D/B contract requirements during the D/B period is included in the scope of this Contract.



## *Minute Action*

AGENDA ITEM: 25

**Date:** *February 3, 2016*

**Subject:**

Grant Writing Services

**Recommendation:**

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

**Background:**

The Board of Directors authorized the release of Request for Proposal (RFP) 16-1001379 for Grant Writing Services on October 7, 2015. The purpose of the RFP was to seek proposals from qualified firms to assist SANBAG in identifying and applying for grants from state, federal, and private foundation sources. Additionally SANBAG was seeking assistance to hold workshops for our member agencies on new grant opportunities. The goal is to assist SANBAG and our region in being more competitive in receiving grants and to identify and receive new sources of grant funding.

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

- Avant Garde
- Blais & Associates
- California Consulting
- Dudek
- IDC Consulting Engineers, Inc.
- Judith Norman – Transportation Consultant

An evaluation committee consisting of SANBAG's Deputy Executive Director, Director of Fund Administration and Programming, and Director of Legislative and Public Affairs reviewed all of the proposals and selected two firms to interview based on the following criteria:

- Qualifications of the Firm – experience in performing grant writing services, the types of grants the firm has experience in writing, the success of the firm in writing successful grants, and knowledge of various sources of grant funds.
- Staffing and Project Organization – The experience of staff assigned, depth and availability of staff sufficient to perform the work, processes for controlling work and for insuring quality control.
- Work Plan – depth of firm's understanding of SANBAG's needs and demonstration of ability to respond to each part of the Scope of Work.
- Price Proposal – reasonableness of the total price and competitiveness in the marketplace for similar services.

*Entity: COG*

## Board of Directors Agenda Item

February 3, 2016

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The two firms selected for an interview were Blais & Associates and California Consulting. The same evaluation committee interviewed these firms to determine their qualifications for performing the scope of work. After the interviews and deliberation by the evaluation committee, Blais & Associates was selected for negotiation of a contract. The decision was based on their experience with transportation agencies and local governments, their assignment of experienced grant writers and project managers to oversee all work and their internal processes for quality control.

Attached is the Scope of Work as well as the Price Form. The proposed term of the contract is until June 30, 2018. The price proposal for the contract is based on an assumed number of grant applications each year. We anticipate the amount budgeted to be sufficient but if more grants are considered in a particular year beyond the amount provided for in this contract, staff may request additional authorizations from the Board of Directors on a grant by grant basis.

***Financial Impact:***

The funds for the first year of this contract is included in the approved Fiscal Year 2015/2016 Budget. Funding for future years of the contract will be included in those respective budgets.

***Reviewed By:***

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

***Responsible Staff:***

Duane Baker, Deputy Executive Director

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001379 Amendment No.: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
 Vendor/Customer Name: Blais & Associates, Inc. Sole Source?  Yes  No  
 Description: Grant Writing Services  
 Start Date: 2/3/2016 Expiration Date: 6/30/2018 Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: \_\_\_\_\_

Dollar Amount			
Original Contract	\$ 260,500.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
<b>TOTAL CONTRACT VALUE</b>	<b>\$ 260,500.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$ -</b>
		<b>TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)</b>	<b>\$ 260,500.00</b>

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: \_\_\_\_\_  
 Board of Directors Action: \_\_\_\_\_

**Contract Management: Payable/Miscellaneous**

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

**Contract Management: Receivable**

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

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

**Additional Information**

Project Manager: Duane Baker

Attachment: Contract Summary Sheet (2536 : Grant Writing Services)

**EXHIBIT A “SCOPE OF WORK”**

Consultant’s services include:

- Conduct a needs assessment of SANBAG to gain an understanding of the program and funding needs of SANBAG;
- Identify grant opportunities available through state, federal and private sources;
- Screen grant opportunities and communicate the most appropriate for SANBAG's needs to SANBAG;
- Develop timelines and checklists for identified grants to ensure timely grant completion and submission;
- In coordination with SANBAG staff, compose grant proposals, including budget, concept plans and other necessary items for grant submittals;
- Monitor implementation of successful grant proposals;
- Assist SANBAG staff with ensuring compliance with all applicable grant rules and regulations;
- Assist SANBAG staff in establishing billing procedures to include processing invoices and reconciling funds for specific grants;
- Assist SANBAG staff in fulfilling grant reporting requirements;
- Conduct workshops for SANBAG and its member agencies on topics related to grant funding opportunities and successful grant writing.

**EXHIBIT B – “PRICE FORM”**

Price Form – Exhibit B for:

Contract 16-1001379

Activity	Annual Budget
<b>Fiscal Year 2015-2016 (Notice to Proceed - June 30, 2016)</b>	
Needs Assessment	\$8,500 (one time)
Grant Monitoring	\$10,000
Grant Writing	\$30,000
Grant Administration	\$6,000
Grant Workshops	\$9,000
<b>Total (Contract Year 2015-2016)</b>	<b>\$63,500</b>
<b>Fiscal Year 2016-2017 (July 1, 2016 – June 30, 2017)</b>	
Grant Monitoring	\$24,000
Grant Writing	\$55,000
Grant Administration	\$6,000
Grant Workshops	\$13,500
<b>Total (Contract Year 2016-2017)</b>	<b>\$98,500</b>
<b>Fiscal Year 2017-2018 (July 1, 2017 – June 30, 2018)</b>	
Grant Monitoring	\$24,000
Grant Writing	\$55,000
Grant Administration	\$6,000
Grant Workshops	\$13,500
<b>Total (Contract Year 2017-2018)</b>	<b>\$98,500</b>

\*Additional grant services that exceed the designated amount within scope of work and price form may be included throughout term of contract on a case-by-case basis with authorization by SANBAG.

Attachment: Contract 16-1001379 - Exhibit B - Price Form (2536 : Grant Writing Services)



## *Minute Action*

AGENDA ITEM: 26

*Date: February 3, 2016*

***Subject:***

Participation in a Joint Feasibility Study of Community Choice Aggregation with the Western Riverside Council of Governments (WRCOG)

***Recommendation:***

- A. Authorize SANBAG to participate in a joint procurement with Western Riverside Council of Governments (WRCOG) for a firm to conduct a feasibility study of starting a Community Choice Aggregation (CCA) program in our two regions.
- B. Approve a budget amendment to the Fiscal Year 2015/2016 budget to increase Task No. 0102 in the amount of \$150,000 for a new task total of \$586,137.

***Background:***

**What is Community Choice Aggregation?**

Community Choice Aggregation (CCA) is a program that enables city and county governments to pool the electricity demand of their communities for the purpose of supplying electricity. A CCA can buy or develop power on behalf of residential, business, and government electricity users in its jurisdiction.

**How Do CCAs Work?**

The CCA provides for the energy needs of its residents and businesses by replacing the incumbent investor owned utility (IOU), which is Southern California Edison (SCE) in most of our region, in obtaining wholesale electric power and designing the retail electricity rates for end-use customers. CCA's don't operate in communities, like Colton, that have their own municipally-owned electric utility.

Cities and counties become CCA's by filing an implementation plan at the California Public Utilities Commission. Once a CCA is formed the consumer may either be a customer of the CCA or the IOU. Customers must "opt out" of the CCA to remain a customer of the IOU. If the customer does not "opt out" they will remain a customer of the CCA. The CCA is the default provider of service. This provides consumers with choice in their power provider where they currently have no choice.

The CCA must submit a plan to the California Public Utilities Commission (CPUC) that specifies how it will meet and purchase estimated electricity demand for its service area. Once the plan is certified, the CCA negotiates the purchase of electricity on the open energy market by entering into power purchase agreements with one or more energy providers. The power purchase agreements can be long or short term with single or multiple counterparties. The CCA can also sponsor a bidding process whereby project developers can bid to build new electricity sources solely for CCA customers.

*Entity: COG*

Through a utility service agreement, the power the CCA procures is transmitted over the IOU's power lines. The IOU is a key partner with the CCA. Customers who choose to opt-out of the CCA continue to have the IOU buy their electricity. All customers, whether they are a part of the CCA or not, continue to pay the IOU for transmission and distribution services and receive a single, consolidated bill as always. The CCA would have the authority to set the generation rate charged and that amount is used to pay for the purchase of the electricity. The IOU would continue to charge, as they do today, for the delivery rate to cover the costs associated with transmission of electricity through the grid to the customer. Additionally, the IOU would charge an additional fee known as the Power Charge Indifference Adjustment (PCIA) which is an amount used to cover the IOU's generation costs prior to a customer's switch to a CCA. The IOU transfers the portion of the customer's payments for electricity generation to the CCA. The only difference between the CCA's and the IOU's customer bills is the source of the electricity and a line-item charge for energy generation. The IOU retains ownership and management of the pole and wire infrastructure ("the grid") and continues to handle all line maintenance and power outage issues as is currently the case.

#### **How are CCAs Organized or Administered?**

There are currently three options under which a CCA can be organized. The first option is a joint powers agreement (JPA) that establishes a public, non-profit agency on behalf of the cities and counties that choose to participate. Examples of this option are Marin Clean Energy which was formed in 2009 and Sonoma Clean Power which was formed in 2013. The second option is a single city or county structure operating the CCA "in house" as a separate enterprise fund within the existing municipal operations. An example of this model can be found with the City of Lancaster which just began operation of their CCA in mid-2015. The third option involves commercial, third party management where the CCA's operations are delegated by contract to a private firm. This model is new to California and has yet to be implemented in the state.

It is important to note that regardless of the administrative structure, the assets and liabilities of the CCA program remain separate from those of the county or city general funds, and financial liability is mitigated through JPA language or vendor contract language that protects municipal assets.

#### **What are the Benefits of CCAs?**

The benefits of CCA's can be placed into two broad categories: economic and environmental.

The main economic benefit of a CCA is to provide electricity to most customers at a rate lower than what they are paying today to the IOU. CCA's are government programs so they have no shareholders and therefore no shareholder returns are required. IOU's are allowed a return on capital investment (around 11%) whereas CCA's, as non-profit entities, will typically use any return on investment to enhance operations and maintain stable or lower rates. In the JPA model, surplus funds generated by the CCA may be reinvested back into the community in the form of new energy projects and programs that serve the entire service area. In the enterprise fund or privately managed models, a portion of revenue may be allocated to the general fund of the community consistent with sound fiscal management practices and laws governing use of ratepayer funds.

The table below provides a simple illustration of how Marin Clean Energy (MCE) and Sonoma Clean Power (SCP) electric rates compare to Pacific Gas & Electric (PG&E) for a “typical” residential and commercial customer’s monthly bill.

<b>Residential Rates</b>			
	PG&E (27% Renewable)	MCE (56% Renewable)	MCE (100% Renewable)
PG&E Electric Delivery	\$61.77	\$61.77	\$61.77
Electric Generation	\$49.49	\$41.49	\$46.72
Additional PG&E Fee	-	\$6.27	\$6.27
Avg. Total Monthly Cost*	\$111.26	\$109.68	\$114.76
	PG&E (27% Renewable)	SCP (36% Renewable)	SCP (100% Renewable)
PG&E Electric Delivery	\$64.05	\$64.05	\$64.05
Electric Generation	\$52.23	\$38.06	\$56.82
Additional PG&E Fee	-	\$6.61	\$6.61
Avg. Total Monthly Cost**	\$116.26	\$108.70	\$127.45

\* Based on typical usage of 508 kWh at current PG&E and MCE rates effective April 2015 under the Res-1/E-1 rate schedule.

\*\* Based on typical usage of 536 kWh at current PG&E and SCP rates effective March 1, 2015 under the Res-1/E-1 rate schedule.

<b>Commercial Rates</b>			
	PG&E (27% Renewable)	MCE (56% Renewable)	MCE (100% Renewable)
PG&E Electric Delivery	\$127.29	\$127.29	\$127.29
Electric Generation	\$122.75	\$98.62	\$110.72
Additional PG&E Fee	-	\$13.31	\$13.31
Avg. Total Monthly Cost*	\$250.05	\$239.22	\$251.32
	PG&E (27% Renewable)	SCP (36% Renewable)	SCP (100% Renewable)
PG&E Electric Delivery	\$156.12	\$156.12	\$156.12
Electric Generation	\$142.98	\$106.47	\$155.40
Additional PG&E Fee	-	\$15.38	\$15.38
Avg. Total Monthly Cost**	\$299.08	\$277.95	\$326.87

\* Based on typical usage of 1,210 kWh at current PG&E rates effective March 1, 2015 and MCE rates effective April 2015 under the COM-1/A-1 rate schedule.

\*\* Based on typical usage of 1,398 kWh per month and 3kW monthly demand on the COM-1/A-1 rate schedule.

The monthly bill comparisons provided above are directly from the MCE and SCP websites and are based on different assumptions for customer consumption under PG&E’s rates. However, both websites make available a side by side comparison of each CCA’s rates (on a \$/kWh basis) against all of PG&E’s comparable rates, over 30 in all. In every rate class SCP provides a lower rate than PG&E and MCE is lower in all rate classes except one agricultural rate class (AG-1A) where the rate is identical. Those rate comparisons can be found at:

- MCE Comparison [http://pge.com/includes/docs/pdfs/myhome/customerservice/energychoice/communitychoiceaggregation/mce\\_rate\\_classcomparison.pdf](http://pge.com/includes/docs/pdfs/myhome/customerservice/energychoice/communitychoiceaggregation/mce_rate_classcomparison.pdf)
- SCP Comparison [https://sonomacleanpower.org/wp-content/uploads/2015/11/2015-09-01-SCP\\_Joint-Rate-Comparison.pdf](https://sonomacleanpower.org/wp-content/uploads/2015/11/2015-09-01-SCP_Joint-Rate-Comparison.pdf)

The environmental reason for forming a CCA is to provide electricity with a higher portfolio of renewable energy that can help communities to meet their own environmental goals as part of any efforts to reduce greenhouse gas emissions. CCA’s can choose to purchase and develop electricity resources that are cleaner and carbon free. While IOUs are required to meet a standard to generate or acquire 50% of its energy from renewable sources by 2030, CCA’s can choose to have even more aggressive goals. For most communities, electricity consumption is

one of the main sources of greenhouse gas emissions, after transportation. Forming or joining a CCA that provides power with lower emissions rates than the IOU is the single most impactful step a local government can take to achieve their climate action goals.

### **Potential Risks of CCAs**

While risks associated with a CCA can be designed to be minimal, they are not risk free. A CCA would design its electrical rates to cover operating costs plus administration and utility customer payments are historically very reliable. Ideally, a CCA would retain all or most retail electricity customers if they offer competitive, or lower, electric rates compared to the IOU. However, if a CCA could not maintain competitive electric rates, customers would likely opt out and return to the IOU. If the CCA no longer has the customers to meet the wholesale power purchase commitments it has made, expenses will exceed revenues and the CCA may no longer be able to operate. Even though a CCA seeks to maximize its renewable power supply, it must still procure traditionally generated power in a volatile market subject to swings in the commodity price of natural gas. A CCA must execute a sound power supply risk management strategy which will be impacted by forecasts on how many and which type of customers will remain with the CCA in the future.

Also, CCA's are regulated by the CPUC and regulatory changes regarding CCA operations may threaten their viability. One example would be changes to the way in which the exit fee (or PCIA) paid to the IOU is calculated. A significant increase in that fee may remove some or all of the economic advantage of a CAA resulting in customers opting out or going back to the IOU.

### **Does Forming a CCA Make Sense?**

The experience of Marin Clean Energy and Sonoma Clean Power has shown that CCA's can provide economic and environmental benefits in their communities. Because of this demonstrated success, efforts are now underway in places like San Francisco, Los Angeles County, San Diego City and County, and Contra Costa County. Staff believes that a CCA has the potential to save business, residential and government customer's money on their electricity bills as well as the potential to have positive environmental impacts. However, a certain level of expertise with the electric power market, the analysis of electrical load data for communities, and California energy regulations is needed in order to more fully evaluate the potential for a CCA in our community.

Because of the need for this expertise, staff is proposing that SANBAG participate with Western Riverside Council of Governments (WRCOG) to share the cost of procuring a consultant to conduct a feasibility study for our region. A feasibility study would conduct the analysis necessary to provide information to the Board of Directors on which they can base their future discussions and any decision about a CCA. By cooperating with WRCOG, SANBAG will be able to get a feasibility study for a little more than half of the cost than we could if we were doing it on our own. Also, by cooperating in a possible joint CCA between our two regions, a bigger customer base would be created which could result in lower energy prices due to the larger scale of the customer base.

Board of Directors Agenda Item

February 3, 2016

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For these reasons, staff is recommending that we participate in a joint feasibility study of CCA with WRCOG in an amount not to exceed \$150,000. This amount could be reimbursed to SANBAG by a CCA if one is ultimately formed.

***Financial Impact:***

Approval of this item will increase Task No. 0102 Air Quality Implementation, in the amount of \$150,000, for a new task total of \$586,137. Funding source is fund balance in Property Assessed Clean Energy Fund 1082.

***Reviewed By:***

This item was reviewed and recommended for approval (7-2-0; Opposed: Riddell and Rigsby) with a quorum of the General Policy Committee on January 13, 2016.

***Responsible Staff:***

Duane Baker, Deputy Executive Director

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Approved  
Board of Directors  
Date: February 3, 2016

Witnessed By:

Council of Government - COG

## *Minute Action*

AGENDA ITEM: 27

**Date:** *February 3, 2016*

**Subject:**

Execution of Resolution for the California Air Resources Board Grant for Multi-Class Heavy-Duty Zero-Emission Truck Development Project for Intermodal and Warehouse Facilities

**Recommendation:**

Approve Resolution 16-023, authorizing designated officials to execute California Air Resources Board Agreements, Ordinances, and Resolutions.

**Background:**

In September 2015, the California Air Resources Board (CARB) closed their solicitation for grant submissions that would implement and administer a Multi-Source Facility Demonstration Project under the Air Quality Improvement Program (AQIP) and Low Carbon Transportation Greenhouse Gas Reduction Fund (GGRF) Investments. This competitive solicitation was open to local air districts or other California-based public agencies, as well as California-based non-profit organizations that could demonstrate the requisite administrative and technical expertise. This project is part of a \$50 million allocation for advanced technology freight demonstrations. This allocation complements a separate project to deploy zero-emission commercial trucks and buses with the intention to demonstrate multiple types of equipment and vehicles employing zero and near zero-emission technologies at one freight facility that will directly benefit or will be located within disadvantaged communities.

On September 2, 2015, the Board of Directors approved the development and submission of a grant application to the California Air Resources Board (CARB) requesting that SANBAG be the recipient of grant funds for Advanced Technology Freight Demonstration Projects. On September 24, 2015, SANBAG submitted a proposal to the ARB to test battery electric technologies at freight support facilities. The proposal is called the Multi-Class Heavy-Duty Zero-Emission Truck Development Project for Intermodal and Warehouse Facilities. On January 8, 2015 SANBAG was informed that the CARB selected SANBAG to be a grant recipient and desired a funding agreement with SANBAG. The grant award will be \$9,100,800 with required match funds in the amount of \$10,212,172 for a project total of \$19,312,972. The match funds for this grant will be provided entirely by our project partners: BYD, BNSF, Eagle Intermodal, and Daylight Transport. SANBAG will be providing in-kind staff time to administer the grant.

The purpose of this project is to demonstrate zero-emission battery electric technologies to replace the two most common trucks at freight support facilities across the United States: Class 8 Yard Trucks and Class 5 Service Trucks. The battery technologies for both of these truck types are in the pre-commercialized stage. However, the technology partner for the

*Entity: COG*

proposed project, BYD, is currently developing prototypes and manufacturing capabilities to support the expected rapid growth of these product lines.

Both truck types will be powered entirely by BYD's electric propulsion systems, including iron phosphate batteries, inverters, and traction motors. BNSF Railway, the largest intermodal rail operator in the world, is the principal technology demonstrator and will be demonstrating ten (10) yard trucks each at their facilities in San Bernardino and Commerce for a total of twenty (20) yard trucks. The San Bernardino yard is a 154 acre facility that currently utilizes 55 yard trucks. The yard trucks are owned and operated by a subcontractor, Eagle Intermodal, which is a national company that primarily services the trucking operations at Class 1 railroads. The Commerce yard is a 48 acre facility. The trucking operations at this facility are provided by Parsec, another subcontractor that primarily services Class 1 railroads. Eagle Intermodal and Parsec are national companies servicing intermodal terminal operations and service about 36% of BNSF's intermodal volume, in addition to their work for other North American Railroads.

Daylight Transport, a leading national LTL (Less than truckload shipping) provider, will be demonstrating an additional three (3) yard trucks at a new facility in Fontana that will be supported with battery storage and solar. All three of these locations will also be demonstrating a total of four medium duty service trucks, which are used to provide maintenance and service support for yard tractors, rubber tire gantry cranes, and forklifts, and have the ability to serve in other capacities and environments, which enhances future commercialization prospects.

This project is sponsored by SANBAG who will provide administrative oversight. The project demonstration will begin upon contract execution and will continue through approximately April 15, 2019. Trucks will be delivered in two phases, with lessons learned from phase one incorporated in the phase two deployments.

SANBAG staff will return to the Board with the final agreements between all parties at a future Board meeting.

***Financial Impact:***

Adjustments to recognize the ARB funding, as well as related expenditures, will be amended into the FY 2015/2016 Budget at a future SANBAG Board meeting. The financial impact to SANBAG is expected to be limited to \$148,400 for in kind staff time costs.

***Reviewed By:***

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

***Responsible Staff:***

Duane Baker, Deputy Executive Director

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Approved  
 Board of Directors  
 Date: February 3, 2016

Witnessed By:



## RESOLUTION No. 16-023

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO  
ASSOCIATED GOVERNMENTS, APPROVING THE MULTI-CLASS HEAVY-DUTY  
ZERO-EMISSION TRUCK DEVELOPMENT PROJECT FOR INTERMODAL AND  
WAREHOUSE FACILITIES, AUTHORIZING DESIGNATED OFFICIALS TO EXECUTE  
CALIFORNIA AIR RESOURCES BOARD AGREEMENTS,

Whereas, On September 2, 2015, the Board of Directors approved the development and submission of a grant application to the California Air Resources Board (CARB) requesting that SANBAG be the recipient of grant funds for Advanced Technology Freight Demonstration Projects for SANBAG's proposed Multi-Class Heavy-Duty Zero-Emission Truck Development Project For Intermodal And Warehouse Facilities;

Whereas, SANBAG has received notice that CARB intends to award such grant in the amount of \$9,100,800.00, contingent upon the SANBAG Board adopting a resolution approving the project and committing to a required in-kind matching contribution of \$148,400.00 and the execution of a grant agreement in CARB's required form; and

Whereas, the Commission wishes to authorize designated officials to execute agreements, and any amendments thereto with the CARB.

Now, therefore, be it resolved by SANBAG, as follows:

Section 1.

The Board hereby approves the Multi-Class Heavy-Duty Zero-Emission Truck Development Project For Intermodal And Warehouse Facilities as outlined in the grant application filed with CARB, and accepts the above referenced grant for said project.

Section 2.

The Board hereby commits to appropriate funds for and causes SANBAG to take all actions reasonably necessary to provide the required in-kind services, as set forth in the grant application, in the amount of \$148,400.00.

The Board hereby authorizes the President of the Board, or in his or her absence, the Vice-President of the Board, to execute on behalf of SANBAG the grant agreement, when approved as to form by the General Counsel. The Board also hereby authorizes the Executive Director, or his or her designee, to execute on behalf of SANBAG any additional agreements, including amendments to the grant agreement, necessary or beneficial to the project provided that such agreements or amendments do not increase SANBAG's financial commitment to, or costs of, the project in excess of the amounts provided for Executive Director authority under existing policies adopted by the Board.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission held on February 4, 2016.

\_\_\_\_\_  
Ryan McEachron, SANBAG President

ATTEST:

\_\_\_\_\_  
Clerk of the Commission

Attachment: Res16023 (2495 : ARB Multi-Source Facility Demonstration Project)

# ADDITIONAL INFORMATION

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2016**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Robert A. Lovingood</b> Board of Supervisors	X											
<b>Janice Rutherford</b> Board of Supervisors	X											
<b>James Ramos</b> Board of Supervisors												
<b>Curt Hagman</b> Board of Supervisors	X											
<b>Josie Gonzales</b> Board of Supervisors												
<b>Rich Kerr</b> City of Adelanto	X											
<b>Curt Emick</b> Town of Apple Valley	X											
<b>Julie McIntyre</b> City of Barstow	X											
<b>Bill Jahn</b> City of Big Bear Lake	X											
<b>Dennis Yates</b> City of Chino	X											
<b>Ed Graham</b> City of Chino Hills	X											
<b>Frank Navarro</b> City of Colton	X											
<b>Michael Tahan</b> City of Fontana	X											
<b>Darcy McNaboe</b> City of Grand Terrace	X											
<b>Eric Schmidt</b> City of Hesperia	X											
<b>Larry McCallon</b> City of Highland	X											

Communication: Attendance (Additional Information)

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

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2016**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Rhodes ‘Dusty’ Rigsby</b> City of Loma Linda	X											
<b>Paul Eaton</b> City of Montclair	X											
<b>Edward Paget</b> City of Needles	X											
<b>Alan Wapner</b> City of Ontario	X											
<b>L. Dennis Michael</b> City of Rancho Cucamonga	X											
<b>Jon Harrison</b> City of Redlands	X											
<b>Deborah Robertson</b> City of Rialto	X											
<b>R. Carey Davis</b> City of San Bernardino												
<b>Joel Klink</b> City of Twentynine Palms	X											
<b>Ray Musser</b> City of Upland	*											
<b>Ryan McEachron</b> City of Victorville	X											
<b>Dick Riddell</b> City of Yucaipa	X											
<b>George Huntington</b> Town of Yucca Valley	X											
<b>John Bulinski</b> Ex-Official Member	X											

Communication: Attendance (Additional Information)

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

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

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

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

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

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

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

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

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

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

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



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

# AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on December 17, 2015. The next meeting is scheduled for Thursday, January 21, 2016, at 2:00 p.m.

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### **FYs 2014-16 Local Government Match Program**

As an element of the FYs 2014-16 Work Program, the MSRC allocated \$13,000,000 for the Local Government Match Program. A Program Announcement was developed and released on May 1, 2015. As in the previous Work Program, the Local Government Match Program offers to co-fund qualifying medium- and heavy-duty alternative fuel vehicles, alternative fuel infrastructure projects, electric vehicle charging infrastructure, and regional street sweeping in the Coachella Valley. The bicycle projects category was expanded to include "active transportation" projects, and commercial zero emission riding lawnmowers was added as a new category. In all categories, funding is provided on a dollar-for-dollar match basis, and funding for all eligible entities shall be distributed on a first-come, first-served basis with a geographic minimum per county of \$1.625 million. The Program Announcement included an open application period commencing June 2, 2015 and closing September 4, 2015. At their October 15, 2015 meeting, the MSRC allocated an additional \$2,016,316 to the Program, and to date, the MSRC has awarded a total of \$14,914,166. Consideration of one application, from the City of El Monte, was delayed while additional information was sought. \$102,150, the amount requested by the City, was reserved pending final action on this application. The City has now clarified their project costs and reduced their request to \$57,210. The MSRC approved a contract with the City of El Monte, in an amount not to exceed \$57,210, to install EV charging infrastructure as part of the FYs 2014-16 AB 2766 Discretionary Fund Work Program. This contract award will be considered by the SCAQMD Board at its January 8, 2016 meeting.

### **FYs 2014-16 Major Event Center Transportation Program**

As part of the FYs 2014-16 Work Program, the MSRC allocated \$4.5 million for event center transportation programs and released a Program Announcement to solicit projects for traffic-impacted centers. To date, the MSRC has awarded a total of \$3,272,266. The MSRC considered recommendations concerning two additional applications. Transit Systems Unlimited requested the MSRC to consider an award of \$565,600 to provide

shuttle service from Union Station to the Hollywood Bowl for the 2016 and 2017 Hollywood Bowl seasons. Circulator-type service would be provided commencing 2.5 hours prior to each event, departing every 10 minutes, and would end 30 minutes after the parking lots have emptied. Union Station's proximity to existing bus and rail service provides the potential for passengers to accomplish most, if not all, of their trip to and from the Hollywood Bowl via transit rather than personal automobile. In addition, the use of high capacity clean fuel buses will reduce automobile traffic in and around the Hollywood Bowl, reducing traffic congestion and thereby reducing vehicle exhaust emissions. Transit Systems and the Hollywood Bowl would contribute no less than 50% of the total cost. The MSRC approved a contract award to Transit Systems Unlimited in an amount not to exceed \$565,600 to implement the 2016 and 2017 Union Station Shuttle service as part of the FYs 2014-16 AB 2766 Discretionary Fund Work Program. This contract award will be considered by the SCAQMD Board at its January 8, 2016 meeting.

Also in response to the Major Event Center Transportation Program Announcement, the Southern California Regional Rail Authority (SCRRA) requested the MSRC to consider an award of \$78,033 to provide special Metrolink Service for the 2016 Nascar Sprint Cup Series race at Auto Club Speedway on March 20, 2016. The service would provide, free of charge to end users, dedicated Metrolink service on the final day of the event, using locomotives only powered by Tier 2-rated engines or better, on three rail lines: 1) from Oceanside; 2) from Oxnard; and 3) from Lancaster. The majority of stops would be located in SCAQMD's jurisdiction. The Speedway would then provide dedicated tram service from the train to the race track. As with the above project, service would promote the use of public transit in lieu of personal automobile. The Auto Club Speedway and SCRRA would collectively contribute no less than \$265,000 in co-funding towards service implementation, advertising and marketing purchases. The MSRC approved a contract award to SCRRA in an amount not to exceed \$78,033 to implement the special Metrolink service for the March 2016 NASCAR Sprint Cup Series event as part of the FYs 2014-16 AB 2766 Discretionary Fund Work Program. This contract award will be considered by the SCAQMD Board at its January 8, 2016 meeting.

### **FYs 2014-16 Transportation Control Measure Partnership Program**

As part of the FYs 2014-16 Work Program, the MSRC allocated \$10.0 million for a program to partner with cities, County Transportation Commissions (CTCs) and others to demonstrate transportation control measure (TCM) projects. Innovative TCM projects have potential to reduce significant numbers of automobile trips or remove impediments to efficient traffic flow. The program is intended to provide a portion of the funding for projects, which when combined with other funding sources would accelerate the projects' implementation. Because CTCs typically solicit and co-fund the majority of TCM projects within their respective jurisdictions, the MSRC determined that CTCs would have the best overall perspective regarding the need for TCMs within their respective regions as well as knowledge of where funding can most effectively be applied. Therefore, the MSRC asked CTCs to bring forward work plans proposing projects for funding. Other interested entities would then participate in the projects via separate agreements with the CTCs.

To date, the MSRC has awarded \$1,534,402 for two work plans. An additional work plan has been submitted, from San Bernardino Associated Governments (SANBAG). As part of the FYs 2014-16 AB 2766 Discretionary Fund Work Program, the MSRC approved the award of a contract to SANBAG in an amount not to exceed \$800,625 to co-fund a new 10.75 mile Freeway Service Patrol (FSP) beat along the SR-210 freeway corridor from the San Bernardino/Los Angeles County line to Cherry Avenue. The FSP Program is part of an overall plan to improve transportation throughout San Bernardino County. FSP quickly and efficiently clears accidents and debris from the roadway and provides assistance to vehicles stranded on the roadway shoulder, thereby reducing the possibility of secondary accidents and decreasing congestion. This new service would operate during peak hours on weekdays for five years. This contract award will be considered by the SCAQMD Board at its January 8, 2016 meeting.

### **Contract Modification Requests**

The MSRC considered four contract modification requests and took the following unanimous actions:

1. For County of Los Angeles, Contract #ML14030, which provides \$425,000 for bicycle infrastructure and education, approval of a 15-month no-cost term extension;
2. For Bonita Unified School District, Contract #MS12008, which provides \$175,000 to install a new limited access CNG station, approval of a 16-month no-cost term extension;
3. For Southern California Gas Company, Contract #MS12011, which provides \$150,000 to install a new public access CNG station, approval of a 9-month no-cost term extension;
4. For City of Bellflower, Contract #ML12051, which provides \$270,000 to install electric vehicle charging infrastructure, approval to reduce the number of stations to be installed from 15 to 8, with a corresponding reduction in contract value from \$270,000 to \$170,000; and a 12-month term extension.

The SCAQMD Board will consider the above contract modification for City of Bellflower at its January 8, 2016 meeting.

### **Received and Approved Final Reports**

The MSRC received and unanimously approved four final report summaries this month as follows:

1. Transit Systems Unlimited, Contract #MS14005, which provided \$515,000 for expanded shuttle service to Hollywood Bowl;
2. City of Los Angeles, Bureau of Sanitation, Contract #MS07080, which provided \$63,192 to demonstrate retrofit devices on three off-road vehicles;
3. Special Olympics World Games, Contract #MS16003, which provided \$380,536 for low-emission transportation for LA2015; and

4. LA County MTA, Contract #MS12087, which provided \$125,000 to implement a rideshare incentives program.

**Contracts Administrator's Report**

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2004-05 through the present.

# COMMITTEE MEMBERSHIP



APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro L. McCallon D. Robertson P. Eaton R. Marquez B. Jahn R. McEachron C. Hagman	L. McCallon     B. Jahn	D, Robertson	F. Navarro   P. Eaton R. Marquez  R. McEachron C. Hagman
†SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Ray Musser Ed Paget	Diane Williams Eric Schmidt Ed Graham	B. Stanton

**Rules of Appointment**

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

**Terms of Appointment**

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SANBAG's Regional Council Representative serves a two-year term from the date of appointment.

**Stipend Summary**

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

**Meeting Information**

The regular meetings of SCAG Regional Council and Policy Committees are on the 1<sup>st</sup> Thursday of each month at the SCAG offices located at 818 West 7<sup>th</sup> Street, 12<sup>th</sup> Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

**Policy Committees**

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

**Transportation and Communications:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committees (Committee Membership)

## SANBAG Appointments to External Agencies

SANBAG works closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SANBAG Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SANBAG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
Alameda Corridor-East Construction Authority	Paul Eaton, Montclair, Primary Ex-Officio Julie McIntyre, Barstow, Alternate Ex-Officio	SANBAG President	SANBAG representative serves as ex-officio member of the Authority that addresses issues related to the transportation corridor running from Los Angeles to San Bernardino County. This Authority meets on the fourth Monday of each month at Irwindale City Hall. Members receive a \$100 stipend from the Authority.	12/31/16 12/31/17
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	SANBAG President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	SANBAG Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. SANBAG has not authorized payment of stipend for participation.	12/31/17
Metro Gold Line Phase II Joint Powers Authority	Paul Eaton, Montclair, Primary Curt Hagman, Supervisor, Alternate	SANBAG Board of Directors	The Gold Line Phase II Construction Authority is a joint powers agency formed by thirteen cities along the corridor, LACMTA and SANBAG. THE JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/17 12/31/16
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary Deborah Robertson, Alternate	SANBAG President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/16 12/31/16
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary Ed Graham, Alternate	SANBAG Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SANBAG authorized a stipend of \$100 per day. The MSRC meets once a month on Thursdays at 1:30 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/16 12/31/16

Communication: Appointments to External Agencies (Committee Membership)

**SANBAG Appointments to External Agencies**

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Jon Harrison, City of Redlands	SANBAG Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4<sup>th</sup> Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA)</p>	12/31/2019
SCAG Policy Committees	See associated table.	The SANBAG Board has authorized the SANBAG President to make appoints to SCAG Policy Committees.	<p>SANBAG, as the CTC, appoints one elected official to serve on SCAG’s Transportation and Communications Committee.</p> <p>SANBAG, when acting as a subregional agency, also has authority to make six appointments to the three SCAG Policy Committees; i.e., Community Economic and Human Development, Energy and Environment, and Transportation and Communications. (The mayors of the six SCAG districts in SBCO elect members to the SCAG Regional Council. See attachment.)</p> <p>SCAG pays a fee for service to members for attendance at SCAG Policy Committee meetings.</p>	See associated table – SANBAG Representatives on SCAG Committees
Southern California Regional Rail Authority	Paul Eaton, Montclair, Primary Larry McCallon, Highland, Primary Alan Wapner, Ontario, Alternate James Ramos, Supervisor, Alternate	SANBAG Board of Directors (Commuter Rail & Transit Committee makes a recommendation.)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Vacant, Ex-Officio Member	SANBAG Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SANBAG has not authorized payment of stipend for participation.</p>	12/31/16
Valley Transportation Services (VTrans)	Ed Graham, Chino Hills Alan Wapner, Ontario John Roberts, Fontana	SANBAG Board of Directors	<p>VTrans is a non-profit organization created and designated by SANBAG as the Consolidated Transportation Service Agency (CTSA) eligible to receive 2% of Measure I Senior/Disabled transportation funds collected in the Valley.</p> <p>SANBAG has three appointments to the VTrans Board. VTrans Board members must be from the Valley region.</p>	09/30/16 09/30/16 09/30/17

Communication: Appointments to External Agencies (Committee Membership)

### SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>General Policy Committee</b>                      Membership consists of the following:                      SANBAG President, Vice President, and Immediate Past President                      4 East Valley (3 City, 1 County)                      4 West Valley (3 City, 1 County)                      4 Mt/Desert (3 City, 1 County)                      City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea.                      All Policy Committee and Board Study Session Chairs are included in this policy committee.                      All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership.                      Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and:                      (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity;                      (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization;                      (3) Serves as policy review committee for any program area that lacks active policy committee oversight.                      Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.                      (Brown Act)</p>	<p>Robert Lovingood, Supervisor, Vice President (Chair)                      Ryan McEachron, Victorville, President (Vice Chair)                      L. Dennis Michael, Rancho Cucamonga, Past President    <u>West Valley</u>                      L. Dennis Michael, Rancho Cucamonga                      Alan Wapner, Ontario (Chair – MVSS)                      Dennis Yates, Chino                      Janice Rutherford, Supervisor    <u>East Valley</u>                      James Ramos, Supervisor (Chair – CRTC)                      Larry McCallon, Highland                      Rhodes “Dusty” Rigsby, Loma Linda                      Dick Riddell, Yucaipa    <u>Mountain/Desert</u>                      Robert Lovingood, Supervisor, Vice President (Chair – MDC)                      Ryan McEachron, Victorville, President                      Joel Klink, Twentynine Palms                      Bill Jahn, Big Bear Lake</p>	<p>6/30/2016                      6/30/2016                      6/30/2016                        6/30/2016                      6/30/2016                      6/30/2016                      6/30/2016                        6/30/2016                      6/30/2016                      6/30/2016                      6/30/2016                        6/30/2016                      6/30/2016                      6/30/2016</p>
<p><b>Commuter Rail &amp; Transit Committee</b>                      Membership consists of 11 SANBAG Board Members:                      9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members.                      2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency.                      SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board.                      Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service.                        * SCRRA Primary Member                      ** SCRRA Alternate Member                      (Brown Act)</p>	<p>James Ramos, Supervisor** (Chair)                      Bill Jahn, Big Bear Lake (Vice Chair)                      Paul Eaton, Montclair*                      Jon Harrison, Redlands                      Larry McCallon, Highland*                      L. Dennis Michael, Rancho Cucamonga                      Deborah Robertson, Rialto                      Ray Musser, Upland                      Dick Riddell, Yucaipa                      Alan Wapner, Ontario**                      Vacant</p>	<p>Indeterminate (6/30/2016                      Indeterminate (6/30/2016                      Indeterminate                      12/31/2016                      Indeterminate                      12/31/2017                      12/31/2016                      12/31/2017                      12/31/2016                      Indeterminate</p>

Communication: SANBAG Committee Membership (Committee Membership)

### SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>Mountain/Desert Committee</b> Membership consists of 12 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion.  The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.  (Brown Act)</p>	<p>Robert Lovingood, Supervisor (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Curt Emick, Apple Valley George Huntington, Yucca Valley Rich Kerr, Adelanto Joel Klink, Twentynine Palms Ryan McEachron, Victorville Julie McIntyre, Barstow Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor Eric Schmidt Hesperia</p>	<p>Indeterminate (6/30/2016) Indeterminate (6/30/2016) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

**Policy Committee Meeting Times**

General Policy Committee                      Second Wednesday, 9:00 a.m., SANBAG Office  
 Commuter Rail & Transit Committee        Second Thursday, 9:00 a.m., SANBAG Office  
 Mountain/Desert Committee                Third Friday, 9:30 a.m., Apple Valley  
 NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

### Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.  (Brown Act)</p>	<p>Board of Directors Alan Wapner, Ontario (Chair) Janice Rutherford, Supervisor (Vice Chair)</p>	<p>6/30/2016 6/30/2016</p>

**Meeting Time:** Second Thursday, 10:00 a.m., SANBAG Office

### I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP
<p><b>I-10 and I-15 Corridor Joint Sub-Committee</b> In January 2015, the Board approved the change status of Express Lanes Ad Hoc Committee to the creation of the I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee (I-10 and I-15 Joint Sub-Committee). Members of the committee will be members of the SANBAG Board of Directors and will be appointed by the SANBAG Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SANBAG Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.</p>	<p>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors.  (Brown Act)</p>	<p>Alan Wapner, Ontario – Chair Ryan McEachron, Victorville – Vice Chair Josie Gonzales, Supervisor Mike Leonard, Hesperia Robert Lovingood, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Michael Tahan, Fontana</p>

**Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 13 members appointed by the SANBAG Board of Directors                      6 representing Public Transit Providers                      1 representing County Dept. of Public Works                      1 representing the Consolidated Transportation Services Agency                      5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings                      (2) Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications                      (3) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan                      (4) Review call for projects for Federal Transit Administration Section 5316, and 5317 grant applications                      (5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit                      (6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit                      (7) Receive annual reports on funded specialized programs funded through FTA Section 5316, 5317 and Measure I                      (8) Identify regional or county level areas of unmet needs                      (9) Address special grant or funding opportunities                      (10) Address any special issues of PASTACC voting and non-voting members                      (Brown Act)</p>	<p>Standing Membership –                      Barstow Area Transit, Manager *                      Morongo Basin Transit Authority, Manager *                      Mountain Area Regional Transit Authority, Manager *                      Needles Area Transit, Manager *                      Omnitrans, Manager *                      Victor Valley Transit Authority, Manager *                      County of San Bernardino Dept. of Public Work, Manager *                      Valley Transportation Services (VTS), Manager *</p> <p>At Large Membership –                      San Bernardino Dept. of Aging and Adult Services, Director *                      Inland Regional Center, Director *                      Rolling Start, Director *                      Inland Empire Health Plan, Director *                      Community Action Partnership, Director *</p>	<p>On-going                      On-going                      On-going                      On-going                      On-going                      On-going                      On-going                      On-going                      On-going                      On-going                      2/2/13                      2/2/12                      2/2/13                      2/2/13                      2/2/12</p>

**Meeting Dates and Time:** Bi monthly, beginning in February, 2<sup>nd</sup> Tuesday of the month, 10:00 a.m., SANBAG Office

\* Manager or Director may designate alternate/s

**Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan**

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.                      (Brown Act)</p>	<p>Richard Haller                      Rod Johnson                      Norman Orfall                      Craig Scott                      Vacant                      Ray Wolfe, Ex-Officio</p> <p>In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.</p>	<p>12/31/16                      12/31/16                      12/31/18                      12/31/18                      12/31/18</p>

Communication: SANBAG Committee Membership (Committee Membership)



### SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Budget Process</b>                      In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG’s budget to elected officials and the general public.</p>	<p>Review SANBAG’s budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Ray Musser, Upland – Chair                      Mike Podegracz, P.E. – City Manager, City of Hesperia                      Sam Racadio – Council Member, City of Highland                      Kevin Ryan - Principal Transportation Planner, City of Fontana</p>
<p><b>Legislative</b>                      In March 2013, the SANBAG Board President appointed this ad hoc committee.                       This committee will consist of the SANBAG Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – L. Dennis Michael, Rancho Cucamonga                      Vice President – Ryan McEachron, Victorville                      Immediate Past President – Bill Jahn, City of Big Bear Lake</p>
<p><b>Transit Review Ad Hoc Committee</b>                      In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>Janice Rutherford, Supervisor – Chair                      Jim Harris, Twentynine Palms                      Robert Lovingood, Supervisor                      Ryan McEachron, Victorville                      L. Dennis Michael, Rancho Cucamonga                      Dusty Rigsby, Loma Linda                      Alan Wapner, Ontario</p>
<p><b>Statutory Entity Ad Hoc Committee</b>                      In June 2015, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Study and make recommendations to full Board regarding sponsoring legislation to consolidate certain SANBAG entities and functions into a new statutory entity.</p>	<p>Bill Jahn, Big Bear Lake - Chair                      Jon Harrison, Redlands                      George Huntington, Yucca Valley                      Robert Lovingood, Supervisor                      Ryan McEachron, Victorville                      Janice Rutherford, Supervisor                      Alan Wapner, Ontario</p>

Communication: SANBAG Committee Membership (Committee Membership)

### SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p><b>Transportation Technical Advisory Committee (TTAC)</b>                      Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG’s Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors.                       The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>



<p><b>City/County Manager’s Technical Advisory Committee (CCM TAC)</b>                  The committee is made up of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns.                  The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p><b>Planning and Development Technical Forum (PDTF)</b>                  Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance.                  The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>
<p><b>Project Development Teams</b></p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff.                  Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.                  PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.                  PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.                  The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT, at SANBAG.</p>

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

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

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

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

Approved June 2, 1993  
Reaffirmed March 6, 1996