

AGENDA

Board of Directors Meeting

May 4, 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, Council Member
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

**May 4, 2016
10:00 a.m.**

**1170 W. 3rd Street, 1st 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. February and March 2016 Procurement Report

Receive the February and March 2016 Procurement Report.

Presenter: William Stawarski

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

3. Measure I Revenue

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

Presenter: William Stawarski

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

4. Insurance Premium Update

A. Approve the Fiscal Year 2016/2017 recommended renewals, coverage amounts and not-to-exceed premiums for the general liability, excess liability, public officials, crime, excess crime, automotive, property, workers compensation insurance policies, and;

B. Authorize the Chief Financial Officer to execute the insurance renewal documentation.

Presenter: William Stawarski

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016. SANBAG General Counsel has reviewed this item.

5. SANBAG Memberships to Regional, State and National Organizations

Approve SANBAG memberships to regional, state and national organizations as listed below.

Presenter: Duane Baker

This item was reviewed and recommended for approval by the General Policy Committee on April 13, 2016.

6. San Bernardino Historical and Pioneer Society Lease Agreement

That the Board, acting in its capacity as the San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission, authorize the Executive Director or his designee to execute Amendment No. 1 to Lease Agreement No. C14167 with the San Bernardino Historical and Pioneer Society to:

A. Extend the contract term by six (6) months for a new expiration date of November 30, 2016.

B. Remove the responsibility of the Station Host Program beginning June 1, 2016.

Presenter: Duane Baker

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016.

7. Fiscal Year 2015/2016 Work Goals and Objectives Third Quarter Report

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

Presenter: Raymond Wolfe

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

Consent - Air Quality/Traveler Services

8. Annual Agreement between the State of California Department of Transportation (Caltrans) and San Bernardino Associated Governments (SANBAG), for Freeway Service Patrol Program Funding

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

A. Approve Agreement No. 16-1001510 with the State of California Department of Transportation to accept the Freeway Service Patrol Program funds for the operation and management of FSP services in a not-to-exceed amount of \$1,495,171, and to match those funds with Department of Motor Vehicle funds in the amount of \$373,793, for a total contract not-to-exceed amount of \$1,868,964, as outlined in the Financial Impact Section.

B. Adopt Resolution No.16-036.

Presenter: Duane Baker

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016. SANBAG General Counsel has reviewed this item and a draft of the agreement.

Consent - Project Delivery

9. Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard

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

Approve Memorandum of Understanding (MOU) 16-1001476 with the City of San Bernardino for the development of the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project designating San Bernardino County Transportation Authority (SANBAG) as the lead agency for the remaining phases of the project, which include design, right of way, construction and possible environmental revalidation.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft MOU.

Consent - Regional/Subregional Planning

10. Countywide Habitat Preservation/Conservation Framework Phase II

Approve Contract No. 16-1001454 with Dudek for the Countywide Habitat Preservation/Conservation Framework Phase II Study in an amount not-to-exceed \$248,590.

Presenter: Steve Smith

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016. This item and the draft Agreement were reviewed by SANBAG General Counsel and Procurement Manager.

Consent - Transit/Rail

11. Award On-Call Railroad Right-of-Way Maintenance Services 16-1001409

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

A. Approve Contract No. 16-1001409 with Joshua Grading & Excavating, Inc. for a five year term in an amount not-to-exceed \$4,000,000 for Railroad Right-of-Way Maintenance Services. The Commission may extend the original term of the Contract for two (2) one-year option terms at an estimated cost of \$800,000 per year.

B. Approve an allocation of Local Transportation Funds – Rail in the amount of \$4,000,000 for Contract 16-1001409.

C. Approve a Fiscal Year 2015/2016 budget amendment in the amount of \$64,000 in Local Transportation Funds – Rail.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the contract.

12. Award On-Call Railroad Right-of-Way Consultant Services

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

A. Approve Contract No. 16-1001412 with Epic Land Solutions, Inc. for a five year term in an amount not-to-exceed \$2,550,000.00 for Railroad Right-of-Way Property Management Services. The Commission may extend the original term of the Contract for two (2) one-year option terms at an estimated cost of \$470,000 per year.

B. Approve an allocation of Local Transportation Funds – Rail in the amount of \$2,600,000 for Contract 16-1001412 as well as for Weed Abatement activity notices.

C. Approve a budget amendment to Task 0377 – Commuter Rail Operating in the amount of \$50,000, funded with Local Transportation Funds – Rail.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the contract.

13. Award Redlands Passenger Rail Project - Maintenance Facility Design

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

A. Approve Contract No. 16-1001336 with STV Inc., for a three year term in an amount not-to-exceed \$842,910 for Maintenance Facility Design Services on the Redlands Passenger Rail Project.

B. Approve contingency of an amount not-to-exceed \$85,000 for Contract No. 16-1001336 and authorize the Executive Director or his designee to release contingency as necessary for the Project.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed and approved this item and the contract.

Consent - Council of Governments

14. State and Federal Legislative Update

Receive and file this item.

Presenter: Tricia Almiron

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

15. Resolution Increasing Authorization to Issue Bonds for PACE Program

Approve Resolution 16-024 authorizing an increase from \$300,000,000 to \$600,000,000 as the maximum bond authorization for the Property Assessed Clean Energy program, known as the HERO Program.

Presenter: Duane Baker

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016. This item and the draft of the Resolution have been reviewed by General Counsel.

Consent - Transportation Programming and Fund Administration

16. Green Tree Boulevard Loan Agreement with the City of Victorville

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

Approve Contract No. 16-1001481, a term loan agreement in an amount not to exceed \$12,541,940 with the City of Victorville for the Green Tree Boulevard Extension Project, pursuant to Victor Valley Policy 40013 VVMLH-32, pending approval by the City of Victorville.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on April 22, 2016. This item and the draft loan agreement have been reviewed by SANBAG General Counsel.

17. Term Loan Agreement Template for Victor Valley Major Local Highways Program Policy 40013

That the Board acting as the San Bernardino County Transportation Authority approve the use of the attached template for Victor Valley Major Local Highway Program Loan Agreements.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on April 22, 2016. SANBAG General Counsel has reviewed this item and the Loan Agreement Template.

18. Revised Unmet Needs Definitions

That the Board, acting as the San Bernardino County Transportation Commission, adopt new definitions for “Unmet Transit Needs” and “Reasonable to Meet”.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 14, 2016. This item was reviewed and unanimously approved by PASTACC on March 8, 2016.

19. 2016 Update to the Ten-Year Delivery Plan

Approve postponing the adoption of the 2016 Update to the Ten-Year Delivery Plan to Fiscal Year 2016/2017.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016.

20. Caltrans Master Agreement for Federal Aid Projects

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

A. Authorize the Executive Director to execute Agreement No. 16-1001505 between Caltrans and SANBAG, which establishes standards for implementation of projects when SANBAG acts as an administering agency for Federal-Aid projects, in substantially the form attached after approval as to form by SANBAG General Counsel.

B. Pass Resolution No. 16-037 authorizing the Executive Director or his designee to execute Program Supplements for specific projects under Agreement No. 16-1001505 based upon Authority Board of Directors' prior approval of the specific project and project costs.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item, the draft agreement and draft resolution.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Council of Governments

21. Presentation by San Bernardino County Superintendent of Schools Ted Alejandre

Receive and file the report.

Presenter: Duane Baker

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

22. Presentation on Local Control of Ontario International Airport

Receive and file the presentation on Local Control of the Ontario International Airport from Mr. Kelly Fredericks, Chief Executive Officer, Ontario International Airport Authority.

Presenter: Duane Baker

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

Discussion - Project Delivery

23. 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. 16-025 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: Ali M. Yasin and Salam A. Yasin (hereafter “first Yasin property”) (Assessor’s Parcel Number [APN] 1167-141-02; Caltrans Parcel Number [CPN] 23335). The Resolution must be approved by at least a two-thirds majority;

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-029 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: Ali M. Yasin and Salam A. Yasin (hereafter “second Yasin property”) (APN 1167-231-11; CPN 23344). The Resolution must be approved by at least a two-thirds majority;

D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-028 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: SDG Investments, LLC (hereafter “SDG Investments property”) (APN 1167-231-20; CPN 23341). The Resolution must be approved by at least a two-thirds majority of the Board.

Presenter: Paula Beauchamp

This item was reviewed and recommended (18-0-0) to proceed to Hearings of Resolutions of Necessity by the Board of Directors with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 14, 2016. SANBAG General Counsel has reviewed this item and the draft resolutions.

Discussion - Regional/Subregional Planning

24. Transportation Development Act Article 3 Local Match Assistance Program for Active Transportation Program (ATP) Cycle 3

That the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, award Transportation Development Act (TDA) Article 3 funds as local match assistance for Cycle 3 Active Transportation Program (ATP) grant applications in the amount of \$2,800,000 as identified in Attachment A to this item.

Presenter: Steve Smith

This item has not had prior policy committee review, but the original call-for-projects item approved in March by the Board had extensive discussion on the implementation of the program. This item is scheduled for review by the Transportation Technical Advisory Committee (TTAC) on May 2, 2016.

Discussion - Transportation Programming and Fund Administration

25. Final 2016 State Transportation Improvement Program Proposal

Receive an update on the final 2016 State Transportation Improvement Program proposal and California Transportation Commission staff recommendations.

Presenter: Andrea Zureick

This item has not had prior policy committee review.

Discussion - Administrative Matters

26. Amendment to SANBAG Practices Regarding Substitute Motions

That the Board approve amending SANBAG's General Practices for Conducting Meetings of Board of Directors and Policy Committees regarding substitute motions.

Presenter: Eileen Teichert

This item was reviewed and unanimously approved with a minor amendment by the General Policy Committee on April 13, 2016. This item and the amendment to the "SANBAG General Practices for Conducting Meetings of Board of Directors and Policy Committees" have been reviewed by SANBAG's General Counsel.

27. Fiscal Year 2016/2017 Proposed SANBAG Budget

A. Receive presentation of the Fiscal Year 2016/2017 Proposed Budget.

B. Conduct Board of Directors Workshop for the Proposed Fiscal Year 2016/2017 Budget at the May 4, 2016 Board Meeting to provide input and direction.

C. Schedule a public hearing and adoption of the Fiscal Year 2016/2017 Budget at the June 1, 2016 Board of Directors Meeting.

Presenter: William Stawarski

The Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee have reviewed the Budget Overview for each program. All SANBAG policy committees have reviewed task descriptions and budget for activities under their purview.

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 Agency Report

Committee Membership

Representatives on SCAG Committees
Appointments to External Agencies
SANBAG Committee Membership

Mission Statement

Mission Statement

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

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



Important Dates to Remember...

May 2016

SANBAG Meetings – Scheduled:			
General Policy Committee	May 11	9:00 am	SANBAG Lobby, 1 st Floor
Commuter Rail/Transit Committee	May 12	9:00 am	SANBAG Lobby, 1 st Floor
Metro Valley Study Session	May 12	9:30 am	SANBAG Lobby, 1 st Floor
I-10/I-15 Corridor Joint Sub-Committee	May 12	CANCELLED	
Mountain/Desert Committee	May 13	9:30 am	Town of Apple Valley

Other Meetings/Events:			
Interstate 10/Tipecanoe Dedication	May 17	9:00 am	San Bernardino
I-15/I-215 Devore Interchange Dedications	May 20	9:30 am	Devore

Communication: Calendar of Events (Announcements)

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

Minute Action

AGENDA ITEM: 1

Date: May 4, 2016

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
4	N/A	Keenan & Associates <i>Doug McKibbin</i> <i>Nicole Fiorenza</i>	None
6	C14167-01	San Bernardino Historical and Pioneer Society <i>Steve Shaw</i>	None
10	16-1001454	Dudek <i>Frank Dudek</i>	None
11	16-1001409	Joshua Grading & Excavating, Inc. <i>Tom Craft</i>	V&E Tree Services A-1 Fence Superior Graffiti Asbury Environmental Services Bills Sweeping Service Joshua Contracting Company
12	16-1001412	Epic Land Solutions, Inc. <i>Holly Rockwell</i>	Eco & Associates, Inc. Catalyst Consulting Corp. Commonwealth Land Title
13	16-1001336	STV Incorporated <i>David Borger</i>	Jacobs Engineering Group J.L. Patterson & Associates, Inc. Coast Survey, Inc. Diaz Yourman & Associates Jacobus & Yuang Nuvis

Entity: CMA, COG, CTA, CTC, SAFE

Item No.	Principals & Agents
23	Ali M. Yasin & Salam A. Yasin
	SDG Investments, LLC <i>Javier Vasquez</i>
	Southern California Edison <i>Jeanette Bacheldor</i>

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Approved
 Board of Directors
 Date: May 4, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: May 4, 2016

Subject:

February and March 2016 Procurement Report

Recommendation:

Receive the February and March 2016 Procurement Report.

Background:

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

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

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

William Stawarski, Chief Financial Officer

Board of Directors Agenda Item
May 4, 2016
Page 2

Approved
Board of Directors
Date: May 4, 2016
Witnessed By:

Attachment A

February/March Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
15-1001130	Metrolink ATP Pedestrian and Bicycle Access Improvement Project	City of Fontana	\$0.00	Cooperative Agreement for the Metrolink Station Accessibility Improvement Project
16-1001443	On-Call Graphic Design Services	Geographics	\$22,500.00	On-Call Graphic Design Services for the Office of Legislative and Public Affairs
16-1001444	On-Call Graphic Design Services	Michael Baker International	\$22,500.00	On-Call Graphic Design Services for the Office of Legislative and Public Affairs
16-1001445	On-Call Graphic Design Services	Allegra Consulting Services	\$22,500.00	On-Call Graphic Design Services for the Office of Legislative and Public Affairs

Attachment: Attachment A (2749 : Procurement Report)

Attachment A

February/March 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
C09092 Amend 5	Amendment 5 extends the contract term and added current contract language. Project: Engineering and Environmental for I-10/Tippecanoe Interchange	Transystems, Inc.	Original \$1,089,531.00 Amendment 1 \$3,947,981.00 Amendment 2 \$1,065,199.00 Amendment 3 \$1,174,879.00 Amendment 4 \$0.00 Amendment 5 \$0.00	\$0.00	\$7,277,590.00
C12247 Amend 2	Amendment 2 exercises first option year per terms of the contract. Project: Ongoing operation of financing mechanism for a Property Assessed Clean Energy (PACE) Program	David Taussig & Associates, Inc.	Original \$0.00 Amendment 1 \$0.00 Amendment 2 \$0.00	\$0.00	\$0.00

Attachment: Attachment A (2749 : Procurement Report)

Attachment A

February/March 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
C12242 CTO 14	Mitigate conditions of Barton Road	Epic Land Solutions	\$6,000,000.00 Shared with Overland, Pacific & Cutler (C12244) and HDR Engineering (C12243)	CTO 3 \$730.00 CTO 5 \$81,540.58 CTO 8 \$37,063.45	\$276,838.00
C14086 CTO 2.3	Vanpool program development and implementation services and staff augmentation service	Parsons Brinkerhoff	\$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 29 \$147,710.00 CTO 33 \$377,893.00 CTO 36 \$14,762.07 CTO 37 \$50,000.00 CTO 39 \$209,788.00 CTO 40 \$34,026.00	Original \$520,105.00 Amend 1 \$0.00 Amend 2 \$0.00 Amend 3 \$443,329.22 Total \$963,434.22

Attachment: Attachment A (2749 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 41	Gold Line Foothill Extension Transit and Rail Capital program Grant Application	Hatch Mott MacDonald	\$20,000,000.00 Shared with Parsons Brinkerhoff (C14086)	CTO 8 \$525,255.00 CTO 10 \$57,938.56 CTO 11 \$1,579,358.00 CTO 12A \$267,034.56 CTO 15 \$759,580.00 CTO 17 \$125,539.00 CTO 19 \$498,324.00 CTO 20 \$299,836.00 CTO 23 \$1,134.55 CTO 22 \$499,458.00 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 \$58,613.86 CTO 38 \$115,252.00	\$27,780.00

Attachment: Attachment A (2749 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C12033 CTO 55	Reconfigure the QuicNet server and assist City to establish the communication between the field and the server for City of Colton	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 46 \$18,534.00 CTO 47 \$12,902.00 CTO 48 \$9,890.00	CTO 55 \$55,000.00
C12033 CTO 56	Reconfigure the TACTICS server to provide access by staff and train IT staff on the basic operations and use of the TMC software and operations for City of Redlands	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 46 \$18,534.00 CTO 47 \$12,902.00 CTO 48 \$9,890.00	CTO 56 \$5,416.00

Attachment: Attachment A (2749 : Procurement Report)

Attachment A

February/March Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001448	02/22/2016	CityCom Real Estate Services	Depot security improvements.	\$66,981.65
4001449	03/01/2016	Ecosysytem	Three new software licenses and annual maintenance for EcoSys.	\$12,960.00
4001450	02/29/2016	Ecosysytem	Purchase 10 new software licenses, annual maintenance, support, and database modification for EcoSys.	\$82,400.00
Total				\$162,341.65

Attachment: Attachment A (2749 : Procurement Report)

Attachment A

February/March Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended PO Total
None					

Attachment: Attachment A (2749 : Procurement Report)

Attachment B

February/March 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
2/25/16	16-1001362	Mitigation Credits for the SB Kangaroo Rat SR 210 Pepper Avenue Interchange Project	\$1,700,000	May 2016	Mitigation Credits for the SB Kangaroo Rat SR 210 Pepper Avenue Interchange Project
3/14/16	16-1001472	Banking and Credit Card Services	\$100.00	June 2016	Banking and Credit Card Services with new options to obtain additional Automated Clearing House (ACH) credit card payment abilities
				Total	\$1,700,100.00

Attachment: Attachment B (2749 : Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: May 4, 2016

Subject:

Measure I Revenue

Recommendation:

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

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts for Fiscal Year 2015/2016 as of March 31, 2016 were \$120,558,142.

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

Measure I revenue for the 2015/2016 Fiscal Year budget was estimated to be \$149,000,000. Actual Measure I receipts for Fiscal Year 2015/2016 January through March are \$40,950,261, in comparison to \$38,225,122 received during the quarter ending March 2014/2015, with an increase of 7.13%.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
 Board of Directors
 Date: May 4, 2016

Witnessed By:

Entity: CTA, CTC

ATTACHMENT A

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,436	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261		120,558,142	\$806,215,522
% Increase Over 14/15	5.49%	6.06%	7.13%			

Attachment: GPC1604b1-wws (2751 : Measure I Revenue)

Minute Action

AGENDA ITEM: 4

Date: May 4, 2016

Subject:

Insurance Premium Update

Recommendation:

A. Approve the Fiscal Year 2016/2017 recommended renewals, coverage amounts and not-to-exceed premiums for the general liability, excess liability, public officials, crime, excess crime, automotive, property, workers compensation insurance policies, and;

B. Authorize the Chief Financial Officer to execute the insurance renewal documentation.

Background:

Keenan provides consulting advice and recommendations to SANBAG on the appropriate insurance coverage. Keenan markets SANBAG's insurance requirements and negotiates with a number of carriers. SANBAG's risk management program includes a number of insurance policies that are renewed annually in July, except for Workers Compensation. Workers Compensation was extended to December 1, 2016, with Berkshire Hathaway and was approved by the Board in November 2015. SANBAG staff and Keenan recommend canceling the agreement as of July 1, 2016, with Berkshire Hathaway with the renewal to expire June 30, 2017, to mirror the term of the other policies. Keenan has provided not-to-exceed premiums based on preliminary quotes from current carriers. The premiums may end up lower if a different carrier is selected. SANBAG staff is providing not-to-exceed amounts to bind coverage by June 30, 2016, for the next fiscal year and will inform the Board of the final premiums for each type of coverage. Exhibit A to this report provides information on coverage limits and premiums.

Listed below is the current insurance coverage for SANBAG:

<u>Current Carrier</u>	<u>Coverage</u>	<u>Not to Exceed from</u>	
		<u>7/1/16 to 6/30/17</u>	<u>Previous Year</u>
Allied World National Assurance	General Liability	\$ 154,004	\$ 135,636
Allied World National Assurance	Excess Liability	80,000	72,839
The Hartford Insurance Group	Automotive	1,470	1,397
National Union Fire Insurance	Public Officials Liability	143,030	155,467
National Union Fire Insurance	Crime	3,702	3,696
Great American	Excess Crime	12,257	11,883
Affiliated FM	Property	41,829	41,829
Berkshire Hathaway	Workers Compensation	59,544	53,534
	Total	\$ 495,836	\$ 476,281

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Agenda Item

May 4, 2016

Page 2

The estimated premium cost represents a 4.1% or \$19,555 increase from the previous year. The general liability, excess liability and workers compensation policies are based on estimated annual payroll which has increased over the last few years. This is the cause of the projected increase in general liability and excess liability premiums. Crime and property remain relatively flat. Excess crime and automobile are projected to slightly increase based on market conditions and exposures. Public Officials' Liability premium is projected to decrease significantly by \$12,437 due to decrease of projected expenditures from prior year.

SANBAG staff is requesting a premium quote for cyber protection due to the recent increase in hacking of organizations. The policy would reimburse SANBAG for personnel costs associated with contacting parties inside and outside of the organization that were affected from possible hacking. SANBAG is also requesting additional coverage related to railroad liability. The agency owns certain rail property which might include liability exposure not covered by our current policies. SANBAG staff is also considering joining an insurance cooperative agreement which will provide significant savings for liability coverage. Related information will be provided to the General Policy Committee in May and the Board of Directors in June.

Financial Impact:

This item is consistent with the approved Fiscal Year 2015/2016 Budget, Task 0400, Indirect General and Project Management Funds.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016. SANBAG General Counsel has reviewed this item.

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:



SAN BERNARDINO ASSOCIATED GOVERNMENTS

Property, Liability and Workers' Compensation Renewal Indication for the 2016-2017 Program Year

March 24, 2016

Presented By:

DOUG MCKIBBIN

Senior Vice President

901 Calle Amanecer #200

San Clemente, CA 92673

Phone: (951) 715-0190, ext. 1182 : Cell (714)309-0302

Fax: (951) 715-0166

E-mail: dmckibbin@keen.com

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PROPERTY INDICATION ONLY 8

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY INDICATION ONLY 9

CRIME QUOTE 10

EXCESS CRIME QUOTE 11

KEENAN DISCLOSURE STATEMENT 12

Attachment: SANBAG Presentation Indication__3 24 16 (3) (2750 : Insurance Premium Update)

SUMMARY

	<u>Expiring Program</u>		<u>Renewal Indication</u>	
	<u>7/1/15 - 07/01/16</u>		<u>7/1/16 - 07/01/17</u>	
General Liability Program				
Exposure Base (Annual Payroll)	\$	5,374,362	\$	5,659,672
Indicated Premium	\$	135,636	\$	154,004
Excess Liability Program				
Premium with fees:	\$	72,839	\$	80,000
Indicated Premium	\$	72,839	\$	80,000
Automobile Liability				
Indicated Premium:	\$	1,397	\$	1,470
Workers Compensation Program				
Exposure Base (Estimated Payroll)	\$	5,477,165	\$	5,659,670.00
Rate per \$100 Payroll	\$	0.9463	\$	1.022
Premium (Including surcharges)	\$	53,534	\$	59,544
Intermediary Fee (Not Keenan)	\$	-	\$	-
Indicated Premium:	\$	53,534	\$	59,544
Property Program				
Total Insurable Values (TIV)	\$	25,005,838	\$	25,005,838
Rate per \$100 TIV	\$	0.1673	\$	0.1673
Indicated Premium:	\$	41,829	\$	41,829
Public Officials Liability & EPL				
Exposure Base Expenditures	\$	504,547,849	\$	302,606,790.00
Indicated Premium:	\$	155,467	\$	143,030
Crime				
Quoted Premium:	\$	3,696	\$	3,702
Excess Crime				
Quoted Premium:	\$	11,883	\$	12,257
Keenan Broker Fee				
	\$	41,900	\$	41,900
Total:	\$	518,181	\$	537,736

Attachment: SANBAG Presentation Indication_3 24 16 (3) (2750 : Insurance Premium Update)

GENERAL LIABILITY INDICATION ONLY

CARRIER:	Allied World National Assurance Company Non- Admitted																						
Covering:	Commercial General Liability																						
Policy Term:	July 1, 2016 - July 1, 2017																						
Limits of Insurance:	<table border="1"> <thead> <tr> <th>Limits</th> <th></th> </tr> </thead> <tbody> <tr> <td>Each Occurrence Limit</td> <td>\$1,000,000</td> </tr> <tr> <td>Damages to Premises Rented to You Limit</td> <td>\$100,000</td> </tr> <tr> <td>Medical Expense Limit</td> <td>Excluded</td> </tr> <tr> <td>Personal & Advertising Injury Limit</td> <td>\$1,000,000</td> </tr> <tr> <td>General Aggregate Limit</td> <td>\$2,000,000</td> </tr> <tr> <td>Products/Completed Ops Aggregate Limit</td> <td>\$2,000,000</td> </tr> <tr> <td>Employee Benefits Liability Limit</td> <td>\$1,000,000</td> </tr> <tr> <td>Employee Benefits Liability Aggregate</td> <td>\$2,000,000</td> </tr> </tbody> </table>		Limits		Each Occurrence Limit	\$1,000,000	Damages to Premises Rented to You Limit	\$100,000	Medical Expense Limit	Excluded	Personal & Advertising Injury Limit	\$1,000,000	General Aggregate Limit	\$2,000,000	Products/Completed Ops Aggregate Limit	\$2,000,000	Employee Benefits Liability Limit	\$1,000,000	Employee Benefits Liability Aggregate	\$2,000,000			
Limits																							
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Employee Benefits Liability Aggregate	\$2,000,000																						
SIR:	\$10,000 SIR Per Occurrence – Defense costs erode the SIR																						
Annual Premium:	<table border="1"> <thead> <tr> <th>Annual Premium</th> <th>Expiring 10k SIR</th> <th>Indication*: 10k SIR</th> </tr> </thead> <tbody> <tr> <td>Payroll</td> <td>\$5,374,362</td> <td>\$5,659,670</td> </tr> <tr> <td>Premium</td> <td>\$131,430</td> <td>\$149,229</td> </tr> <tr> <td>Rate per 1,000 payroll</td> <td>\$23.97</td> <td>\$26.37</td> </tr> <tr> <td>Taxes</td> <td>\$4,206</td> <td>\$4,775</td> </tr> <tr> <td>TRIA Charge</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Premium including Taxes</td> <td>\$135,636</td> <td>\$154,004</td> </tr> </tbody> </table> <p>*The premium represents the best information we have available to us at this time and is subject to change upon final receipt of the carrier's renewal offer.</p>		Annual Premium	Expiring 10k SIR	Indication*: 10k SIR	Payroll	\$5,374,362	\$5,659,670	Premium	\$131,430	\$149,229	Rate per 1,000 payroll	\$23.97	\$26.37	Taxes	\$4,206	\$4,775	TRIA Charge	\$0	\$0	Premium including Taxes	\$135,636	\$154,004
Annual Premium	Expiring 10k SIR	Indication*: 10k SIR																					
Payroll	\$5,374,362	\$5,659,670																					
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Taxes	\$4,206	\$4,775																					
TRIA Charge	\$0	\$0																					
Premium including Taxes	\$135,636	\$154,004																					
Notes:	<p>Final Quote to be released 60 days prior to Expiration Completed and Signed TRIA Disclosure Statement Signed Surplus Lines Disclosure Statement: D1 Continue to hire an AWAC approved TPA for handling claims within SIR</p>																						

Attachment: SANBAG Presentation Indication_3 24 16 (3) (2750 : Insurance Premium Update)

EXCESS GENERAL LIABILITY INDICATION ONLY

CARRIER:	Allied World National Assurance Company Non Admitted:		
Covering:	Excess Liability		
Policy Term:	July 1, 2016 - July 1, 2017		
Limits of Insurance:	Limits		
	Each Occurrence Limit	\$9,000,000	
	Products/Completed Ops Aggregate Limit	\$9,000,000	
	Other Aggregate (Where Applicable)	\$9,000,000	
Deductible:	Excess of Underlying		
Annual Premium:	\$9M XS \$1M	XS of AWAC Expiring	Affiliated FM Indication*
	Payroll	\$5,374,362	\$5,659,670
	Premium with Fees	\$72,839	\$80,000
	*The premium represents the best information we have available to us at this time and is subject to change upon final receipt of the carrier's renewal offer.		
Notes:	Excess Policy will follow underlying forms Options for \$15M & \$20M have been requested: Indicated at \$4K per Million Completed and Signed TRIA Disclosure Statement will be required Signed Surplus Lines Disclosure Statement: D1 will be required		

Attachment: SANBAG Presentation Indication_3 24 16 (3) (2750 : Insurance Premium Update)

AUTOMOBILE INDICATION ONLY

CARRIER:	Hartford Accident and Indemnity Company: Admitted													
Covering:	Commercial Automobile													
Policy Term:	July 1, 2016 - July 1, 2017													
Limits of Insurance:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Limits</th> <th></th> </tr> </thead> <tbody> <tr> <td>Bodily Injury Liability Combined Single Limit</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Medical Payments</td> <td style="text-align: right;">\$5,000</td> </tr> <tr> <td>Uninsured Motorists</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Physical Damage Comprehensive</td> <td style="text-align: right;">Lessor of \$50,000 ACV</td> </tr> <tr> <td>Physical Damage Collision</td> <td style="text-align: right;">Lessor of \$50,000 ACV</td> </tr> </tbody> </table>		Limits		Bodily Injury Liability Combined Single Limit	\$1,000,000	Medical Payments	\$5,000	Uninsured Motorists	\$1,000,000	Physical Damage Comprehensive	Lessor of \$50,000 ACV	Physical Damage Collision	Lessor of \$50,000 ACV
Limits														
Bodily Injury Liability Combined Single Limit	\$1,000,000													
Medical Payments	\$5,000													
Uninsured Motorists	\$1,000,000													
Physical Damage Comprehensive	Lessor of \$50,000 ACV													
Physical Damage Collision	Lessor of \$50,000 ACV													
Deductible:	\$1,000 for each covered Auto													
Annual Premium:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Expiring Hartford Accident</th> <th style="text-align: center;">Hartford Accident Indication *</th> </tr> </thead> <tbody> <tr> <td>Premium</td> <td style="text-align: center;">\$1,397</td> <td style="text-align: center;">\$1,470</td> </tr> </tbody> </table> <p>*The premium represents the best information we have available to us at this time and is subject to change upon final receipt of the carrier's renewal offer.</p>			Expiring Hartford Accident	Hartford Accident Indication *	Premium	\$1,397	\$1,470						
	Expiring Hartford Accident	Hartford Accident Indication *												
Premium	\$1,397	\$1,470												
Covered Autos:	<ul style="list-style-type: none"> • 07: Specifically Described Autos: 2008 Toyota Wagon: 4 Door • 08: Hired Autos Only • 09: Non Owned Autos 													
Notes:	Automatic Renewal Final Terms to be released approximately 4/22/16													

Attachment: SANBAG Presentation Indication_3 24 16 (3) (2750 : Insurance Premium Update)

WORKERS COMPENSATION INDICATION ONLY

Carrier	2015-16 (12.1.15) Estimated Payroll	Rate	Estimated Annual Premium	State Assessments	Deposit (10% of Annual Premium)	Total Deposit (Deposit + State Assessments)	Total Costs	Wholesaler Fee	
12.1.15-12.1.16									
Berkshire Hathaway	\$ 5,477,165	\$ 0.9463	\$ 51,832	\$ 1,702	\$ 7,775	\$ 9,477	\$ 53,534	\$ -	

Carrier	2015-16 Estimated Payroll	Rate	Estimated Annual Premium	State Assessments	Deposit	Total Deposit (Deposit + State Assessments)	Total Costs	Wholesaler Fee	Decrease /Increase in Rate
7.1.16-7.1.17 Re-alignment									
Berkshire Hathaway	\$ 5,659,672	\$ 1.0220	\$ 57,842	\$ 1,702	\$ 7,775	\$ 9,477	\$ 59,544	\$ -	8%

Note:

1. Workers' Compensation Estimate Indication is based on Estimated Payroll of \$5,659,672 as stated on the Acord 130 Application.
2. Direct Payment Plan: TBD
3. Acord 130 Application must be signed by the insured.
4. USL&H coverage is not included.
5. Coverage for volunteers is not included.

A firm indication will be made available approximately 60 Days prior to the desired 7/1/16 term re-alignment. Berkshire will analyze any loss development closer to quoting the account as well as there may be new rates filed with the State effective on or before 7/1/16.

PROPERTY INDICATION ONLY

CARRIER:	Affiliated FM Insurance Company Admitted – A.M. Best Rated: A + XV													
Covering:	Property													
Policy Term:	July 1, 2016 - July 1, 2017													
Limits of Insurance:	\$25,005,838													
Property Schedule:	<ul style="list-style-type: none"> 1204 West 3rd Street, San Bernardino, CA, 92410 11208 Azusa Court, Rancho Cucamonga, CA, 91730 16777 Orange Way, Fontana, CA, 92335 300 A Street, Upland, CA, 91786 3330 East Francis Street, Ontario, CA, 91761 261 South Palm Avenue, Rialto, CA, 92376 5091 Richton Street, Montclair, CA 91763 210 A Street, Upland, CA, 91786 1170 West 3rd Street, San Bernardino, CA, 92410, Index No. 001757.10 32220 Outer Highway 10, Redlands, CA, 92373 2700 Little Mountain Drive, San Bernardino, CA, 92405 													
Annual Premium:	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 30%;">Property</th> <th style="width: 35%;">Affiliated FM Expiring</th> <th style="width: 35%;">Indication*</th> </tr> </thead> <tbody> <tr> <td>Total Insured Value</td> <td>\$25,005,838</td> <td>\$25,005,838</td> </tr> <tr> <td>Deductible</td> <td>\$10,000</td> <td>\$10,000</td> </tr> <tr> <td>Premium with fees</td> <td>\$41,829</td> <td>\$41,829</td> </tr> </tbody> </table> <p>*The premium represents the best information we have available to us at this time and is subject to change upon final receipt of the carrier's renewal offer.</p>		Property	Affiliated FM Expiring	Indication*	Total Insured Value	\$25,005,838	\$25,005,838	Deductible	\$10,000	\$10,000	Premium with fees	\$41,829	\$41,829
Property	Affiliated FM Expiring	Indication*												
Total Insured Value	\$25,005,838	\$25,005,838												
Deductible	\$10,000	\$10,000												
Premium with fees	\$41,829	\$41,829												
Notes:	Final Quote to be released by mid April Signed TRIA Disclosure Notice will be required Manuscript Exclusion Endorsement excluding Rail Road Exposures will be added to the policy. RR items not currently on the Statement of Values may be considered as required for additional premium.													

Attachment: SANBAG Presentation Indication_3 24 16 (3) (2750 : Insurance Premium Update)

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY INDICATION ONLY

CARRIER:	National Union Fire Insurance Company: Admitted										
Covering:	Public Officials & EPLI										
Policy Term:	July 1, 2016 - July 1, 2017										
Limits of Insurance:	<table border="1"> <thead> <tr> <th colspan="2">Limits</th> </tr> </thead> <tbody> <tr> <td>Aggregate Limit of Liability</td> <td style="text-align: right;">\$10,000,000</td> </tr> </tbody> </table>		Limits		Aggregate Limit of Liability	\$10,000,000					
Limits											
Aggregate Limit of Liability	\$10,000,000										
Deductible:	<table border="1"> <thead> <tr> <th></th> <th>Deductible</th> </tr> </thead> <tbody> <tr> <td>Each Wrongful Act Other than Employment Practices Violation</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Each Employment Practices Violation</td> <td style="text-align: right;">\$100,000</td> </tr> </tbody> </table>			Deductible	Each Wrongful Act Other than Employment Practices Violation	\$100,000	Each Employment Practices Violation	\$100,000			
	Deductible										
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Each Employment Practices Violation	\$100,000										
Annual Premium:	<table border="1"> <thead> <tr> <th>Annual Premium</th> <th>National Union Fire Expiring</th> <th>National Union Fire Indication *</th> </tr> </thead> <tbody> <tr> <td>Expenditures</td> <td style="text-align: right;">\$504,547,849</td> <td style="text-align: right;">\$302,606,790</td> </tr> <tr> <td>Premium with Fees</td> <td style="text-align: right;">\$155,467</td> <td style="text-align: right;">\$143,030</td> </tr> </tbody> </table> <p>*The premium represents the best information we have available to us at this time and is subject to change upon final receipt of the carrier's renewal offer.</p>		Annual Premium	National Union Fire Expiring	National Union Fire Indication *	Expenditures	\$504,547,849	\$302,606,790	Premium with Fees	\$155,467	\$143,030
Annual Premium	National Union Fire Expiring	National Union Fire Indication *									
Expenditures	\$504,547,849	\$302,606,790									
Premium with Fees	\$155,467	\$143,030									
Notes:	<p>Final Quote to be released mid April Signed TRIA will be required Newly dated and signed application within 90 days of the effective date required. Based on no new loss activity and no exposure changes since submission</p>										

Attachment: SANBAG Presentation Indication_3 24 16 (3) (2750 : Insurance Premium Update)

CRIME QUOTE

CARRIER:	National Union Fire Insurance Company		
Covering:	Crime		
Policy Term:	July 1, 2016 - July 1, 2017		
Limits of Insurance:	Crime	National Union Expiring Est. Annual Term	National Union Quote
	Insuring Agreements / Retention		
	Employee Theft	\$1,000,000	\$1,000,000
	Forgery/Alteration	\$1,000,000	\$1,000,000
	Inside Premises/Theft of Money	\$1,000,000	\$1,000,000
	Computer Fraud	\$1,000,000	\$1,000,000
	Faithful Performance	\$1,000,000	\$1,000,000
	Funds Transfer Fraud	\$1,000,000	\$1,000,000
	Counterfeit Money/Orders	\$50,000	\$50,000
	Deductible	\$20,000	\$20,000
Premium	\$3,696	\$3,702	
Forms and Endorsements	<ul style="list-style-type: none"> • California Changes • Crime Advantage • Additional Insured • San Bernardino Cty Transportation Commission • San Bernardino Transportation Authority • San Bernardino Cty Congestion Management Agency • Service Authority for Freeway Emergencies • Omnibus Named Insured • Fidelity Research and Investigative Settlement Clause FRISC • F.R.I.S.C. List Middle Market Accounts • Add Faithful performance of Duty Coverage for Gvt. Employees • Include Designated Person Required to have knowledge of Loss (Discovery Form) Risk Manager, HR Department, CFO • Prior Theft or Dishonesty-\$10,000 • NEW Impersonation Fraud Coverage \$100,000/\$25,000 • NEW Protected Information Exclusion Mandatory Endorsement • NEW Indirect or Consequential Loss Exclusion Mandatory Endorsement • Notice of Claim • Economic Sanctions Endorsement 		

Attachment: SANBAG Presentation Indication_3 24 16 (3) (2750 : Insurance Premium Update)

EXCESS CRIME QUOTE

CARRIER:	Great American Insurance Group A+ XIII Admitted																	
Covering:	Excess Crime \$9M xs \$1M																	
Policy Term:	July 1, 2016 - July 1, 2017																	
Limits of Insurance:	<table border="1"> <thead> <tr> <th>\$9M Excess \$1M Crime Insuring Agreements / Retention</th> <th>Expiring Est. Annual Term</th> <th>Great American Quote</th> </tr> </thead> <tbody> <tr> <td>Single Loss Limit</td> <td>\$9,000,000</td> <td>\$9,000,000</td> </tr> <tr> <td>Faithful Performance Sublimit</td> <td>\$5,000,000</td> <td>\$5,000,000</td> </tr> <tr> <td>Deductible</td> <td>\$20,000</td> <td>\$20,000</td> </tr> <tr> <td>Premium</td> <td>\$11,883</td> <td>\$12,257</td> </tr> </tbody> </table>	\$9M Excess \$1M Crime Insuring Agreements / Retention	Expiring Est. Annual Term	Great American Quote	Single Loss Limit	\$9,000,000	\$9,000,000	Faithful Performance Sublimit	\$5,000,000	\$5,000,000	Deductible	\$20,000	\$20,000	Premium	\$11,883	\$12,257		
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Faithful Performance Sublimit	\$5,000,000	\$5,000,000																
Deductible	\$20,000	\$20,000																
Premium	\$11,883	\$12,257																
Forms:	<ul style="list-style-type: none"> • 790FIC Great American Insurance Fidelity & Crime Policy Cover • SDM683 Important Notice Fidelity Crime Division Claims • SDM705 Important Information to Policyholders • CXS1001 Excess Follow Form Certificate • CXS1002 Exclude All Sub-Limit Coverages • CXS1011 General Manuscript Endorsement Confidential Information and Data Breach Clarifying Endorsement • CXS1011 General Manuscript Endorsement Virtual or On-Line Peer to Peer Mediums of Exchange Exclusion • IL7268 In Witness Clause 																	
Subjectivities:	Signed and newly dated AIG application																	

Attachment: SANBAG Presentation Indication_3 24 16 (3) (2750 : Insurance Premium Update)

KEENAN DISCLOSURE STATEMENT

Nature of Our Services

As your broker, Keenan will act as your advisor and consultant, but you will remain the ultimate decision maker. We will assist you in evaluating the information presented so that you can make an informed decision. You will, at all times, retain the right and responsibility to determine whether to accept or implement any information, recommendation, or suggestion presented by Keenan.

Keenan does not provide legal, tax, or accounting service, advice, or opinion, and our services are not to be interpreted as representing any such service, advice, or opinion. Clients are expected to consult their own counsel and their tax/accounting experts on all legal, tax, and accounting matters relating to their insurance programs.

Needs Assessment and Marketing Plan

Keenan will work with you to assess and address your insurance needs. During this phase we will gather important information from you that will help us to develop a marketing plan and present your organization to prospective carriers. It is important that any information you provide us – or that someone else provides on your behalf – is accurate and complete. Prospective carriers will rely on this information as they develop their quotes.

After we develop a marketing plan, Keenan will contact those markets that it has determined most likely to meet the needs you have identified. We will not, however, contact every available market for the particular coverage being sought. In so far as practical, Keenan will honor requests to contact specific markets, but Keenan will not present a client to any carrier that we have determined will not provide a competitive quote. Keenan cannot guarantee the availability or price of insurance products, and cannot be responsible for fluctuations in the premiums charged by insurers.

Use of Intermediaries

We generally prefer to approach markets directly wherever possible. Upon occasion, however, we may use intermediaries, including but not limited to co-brokers, sub-brokers, managing general agents/managing general underwriters, wholesale brokers, or reinsurance brokers if we believe it is necessary or appropriate.

Marketing Results and Review of Options

Keenan will report to you in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carriers approached, limits, premium, and deductible. The summary shall also include the names of any carriers who declined to provide a quote. We will also present a comparison summary highlighting the significant terms and/or differences among the various coverages quoted. The summary is provided **for convenience only**. It is not a comprehensive review of all policy terms and conditions. It is your responsibility to ask questions and to request any additional information that you deem necessary to make an informed decision regarding your insurance or self-insurance program.

Keenan cannot guarantee the solvency of any carrier with which we place business. Clients are encouraged to review all publicly available information and to contact us regarding any questions they may have. Ultimately, it remains the client's decision whether or not to accept a particular insurance carrier.

Binding Coverage

Once you have made your decision, Keenan will communicate your decision to the selected carrier so that coverage can be bound on your behalf. It is your responsibility to carefully review all documents we give you, including binders, policies and endorsements, and to advise us immediately if you find any mistakes, or believe the materials do not properly reflect your needs or instructions.

Compensation

Our service agreement with you will outline the specific terms of Keenan's compensation. Brokers often receive commissions from insurance carriers based on the insurance products sold. Commissions that are directly related to the insurance coverage purchased may impact the pricing that Keenan is able to obtain for such coverage.

It is possible that Keenan may also provide services to other entities that also provide services to our clients. They may include administrative, underwriting, marketing, loss control, and/or reinsurance related services. To the extent that any such services are provided, Keenan will be separately compensated by the recipient of those services.

Consistent with industry practices, insurers may also pay insurance brokers, such as Keenan, indirect compensation based upon volume efficiencies, client renewals, marketing services, product development, technology investments and other additional services. Keenan seeks written assurances from insurers that any such indirect compensation will not adversely impact the pricing or coverage terms that Keenan is able to obtain for its clients.

Keenan complies with all applicable state and/or federal laws and regulations regarding disclosure of compensation. We embrace industry efforts for transparency and believe it is important that clients have access to information that may be relevant to their choice of insurance products, including the cost of such insurance and services, and, the compensation that may be directly or indirectly paid to Keenan in connection with the products or services that are selected. If you have questions regarding any of these items or desire additional information, you may contact your Keenan account representative to discuss this matter in more detail.

Minute Action

AGENDA ITEM: 5

Date: May 4, 2016

Subject:

SANBAG Memberships to Regional, State and National Organizations

Recommendation:

Approve SANBAG memberships to regional, state and national organizations as listed below.

Background:

Each year SANBAG staff provides a listing of regional, state, and national organizations and associations, their purpose, and annual membership dues for Board consideration. SANBAG is a member of the listed organizations and has benefited from membership through information relevant to the industry, through advocacy efforts for legislative and/or regulatory change, and through professional associations for program innovation and exchange. Some organizations provide regular information on regulations, funding opportunities, and regulatory requirements. A number of the organizations have provided support for SANBAG projects and programs and transportation improvements. Staff is recommending continued membership for all of these organizations and is requesting rejoining the California Association of Councils of Governments (CALCOG).

Association Purpose	Annual Dues
<p><u>American Public Transit Association (APTA)</u> This organization works to ensure that public transportation is available and accessible for all communities in the country through advocacy, innovation and information sharing. APTA provides access to research and reports, standards development in transit, legislative updates and advocacy at the federal level, training opportunities on the latest issues and best practices for transit, and peer review data and panels to ensure our local agencies are keeping up with standards in the field.</p>	\$ 1,404
<p><u>California Transit Association (CTA)</u> Public sector, non-profit association of over 190 of California's largest urban, suburban, and rural transit operators, commuter rail agencies, transit support groups, transit suppliers, and government agencies. CTA is committed to a collaborative approach to advocating for improved transit operations throughout California, and works with local, state and federal legislators advocating for transit. CTA conducts state level advocacy for stable transit funding, provides access to technical reports and updates on issues specific to transit needs in California, and provides access to educational opportunities on transit practices in California.</p>	\$ 1,155

Entity: COG, CTA, CTC

Board of Directors Agenda Item

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<p><u>California Association of Coordinated Transportation (CalACT)</u> CalACT is the largest state transit association in the United States, with nearly 300 members dedicated to promoting professional excellence, stimulating ideas and advocating for effective community transportation. CalACT is a clearing house for information and resources on transit and paratransit management. This organization also is an advocate for rural transit agencies.</p>	\$900
<p><u>Mobility 21</u> Organization of public, business and community stakeholders pursuing regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties. Mobility 21 provides strong regional advocacy on transportation issues at the state and federal levels. The Board of Directors includes the CEOs of the five transportation commissions, SCAG, AAA, and the major regional Chambers of Commerce.</p>	\$20,000
<p><u>Self Help Counties Coalition</u> Organization of 19 California county transportation agencies with voter-approved transportation sales tax measures. In Southern California, revenues from these sales tax measures exceed the combined total of state and federal transportation funds. The SHCC works closely with the California Transportation Commission, Caltrans, the Legislature and Administration, and other groups to protect the interests of the transportation authorities against diversion of transportation funds, increased Board of Equalization fees, impediments to timely project delivery, and concerns over state maintenance of effort that may arise because of the availability of local funds.</p>	\$ 5,700
<p><u>Southern California Association of Governments (SCAG)</u> SCAG bylaws provide for SANBAG, as one of the five County Transportation Commissions within the region, to appoint a representative to the SCAG Regional Council from its governing board, dependent upon being a dues-paying member. SANBAG's participation with SCAG is essential for the development of the Regional Transportation Plan/Sustainable Communities Strategy.</p>	\$25,000
<p><u>Inland Empire Economic Partnership (IEEP)</u> IEEP is a private sector voice for business and quality of life in the Inland Empire. It recruits and supports business, advocates for an educated workforce, works to ensure business friendly transportation and infrastructure policy for the economic betterment of Riverside and San Bernardino Counties.</p>	\$15,000
<p><u>Inland Action</u> Inland Action promotes diverse economic development in the Inland Empire. They advocate on a broad array of issues including transportation policy and financing at the state and federal levels. Their membership consists of a large number of private and public interests, interlacing the business and public sectors to form the basis of strong policy advocacy.</p>	\$3,100

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<p><u>California Foundation on the Environment and the Economy Transportation Infrastructure Project (CFEE-TIP)</u> The CFEE-TIP members include LA Metro, OCTA, SFMRA, MTC, and RCTC. This group is designed to facilitate a productive conversation that addresses critical transportation infrastructure issues such as congestion relief, improved safety, alternative funding and delivery mechanisms such as design build and public private partnerships, and broader environmental improvement. This group also helps to educate and build consensus on infrastructure policy in California among stakeholders including transportation agencies, lawmakers, environmental organizations, labor, and community leaders.</p>	\$2,000
<p><u>California Association of Councils of Governments (CALCOG)</u> CALCOG facilitates communication and information sharing among its members. Most members of CALCOG are Councils of Governments (COGs), while some are transportation commissions and others are the large Metropolitan Planning Organizations like SCAG and SANDAG. CALCOG is governed by a Board of Directors comprised of a representative from each member's Board of Directors.</p>	\$10,750

SANBAG staff recommends that SANBAG continue its memberships with all of these organizations and rejoin CALCOG.

SANBAG has been a member of CALCOG in the past but discontinued membership in 2006 because the feeling at the time was that the direction being taken by CALCOG was not consistent with, and in some ways ignored the concerns of member agencies in Southern California. With SANBAG increasing its activities as a COG, it is felt that we could benefit from the interaction with other COGs on beneficial programs that have been successful in other parts of the state and that might have application in our area.

Financial Impact:

SANBAG's cost for membership in these organizations is \$85,009. Payment of membership dues is within the Executive Director's authority and funding will be incorporated into the Fiscal Year 2016/2017 SANBAG budget.

Reviewed By:

This item was reviewed and recommended for approval by the General Policy Committee on April 13, 2016.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 6

Date: *May 4, 2016*

Subject:

San Bernardino Historical and Pioneer Society Lease Agreement

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission, authorize the Executive Director or his designee to execute Amendment No. 1 to Lease Agreement No. C14167 with the San Bernardino Historical and Pioneer Society to:

- A. Extend the contract term by six (6) months for a new expiration date of November 30, 2016.
- B. Remove the responsibility of the Station Host Program beginning June 1, 2016.

Background:

San Bernardino Associated Governments, acting in its capacities as the Commission and the Authority, jointly owns, with the City of San Bernardino certain real property located at 1170 West 3rd Street, San Bernardino, California, which property is known as the San Bernardino Santa Fe Depot. San Bernardino Associated Governments has exclusive rights to enter into, amend or terminate all property management agreements at the Depot, pursuant to SANBAG Cooperative Agreement No. 04-040 with the City of San Bernardino.

In February 2008, the Board approved Contract 08-126 with the San Bernardino Historic and Pioneer Society (SBHPS) and the San Bernardino Railroad Historical Society (SBRHS) to occupy approximately 4,765 square feet within the Wesley McDaniel Community Room for the establishment and operation of a historic museum at a rate of \$1.00 per year and authorized a payment of \$200.00 per month to each historic society for providing a volunteer Station Host Program.

In November 2009, the Board approved an amendment increasing the amount of space within leased premises to 5,329 square feet to allow for expansion of the museum and additional storage.

In December 2013, an amendment was presented to SBHPS and SBRHS after verifying their intent to exercise the option to extend the term of the lease which was set to expire on February 28, 2014. Unfortunately, the contract expired before the amendment was executed which required staff to draft a new contract. While working to draft a new contract, staff was informed by SBHPS that they would be solely responsible for the operation of the Station Host Program. A new lease was drafted and contract number C14167 was executed in June 2014 and was for a term of two (2) years.

Entity: CTA, CTC

Board of Directors Agenda Item

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Staff is recommending that the Board remove the responsibilities of operating the Station Host Program from the SBHPS, which is currently operated as a volunteer program. This will allow staff an opportunity to develop a program that will better meet the anticipated needs of passengers while ensuring more consistency in the services provided. Additionally, staff is recommending a (6) month extension of the lease agreement to allow staff adequate time to negotiate the new terms of this lease.

Financial Impact:

There will be no financial impact as a result of this Amendment.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: C14167 Amendment No.: 01 Vendor No.: 01956
 Vendor/Customer Name: San Bernardino Historical and Pioneer Society Sole Source? Yes No
 Description: Lease of Museum Space
 Start Date: 6/1/2014 Expiration Date: 5/31/2016 Revised Expiration Date: 11/30/2016
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 9,600.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 9,600.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 9,600.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 5/4/2016
 Board of Directors Action: Approve C14167 Amendment 1 to extend the contract term and remove the responsibility of providing Station Host Services beginning June 1, 2016.

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 (2762 : Museum Lease - C14167-01)

AMENDMENT NO.1 TO CONTRACT NO. C14167
FOR
LEASE OF MUSEUM
(SAN BERNARDINO HISTORICAL AND PIONEER SOCIETY)

This Amendment No. 1 to Contract No. C14167 is made by and between San Bernardino Associated Governments, acting in its capacities as the San Bernardino County Transportation Authority and San Bernardino County Transportation Commission, (“SANBAG” or “LESSOR”), and the San Bernardino Historical and Pioneer Society a California nonprofit public benefit corporation, (“LESSEE”).

RECITALS

- A. LESSOR co-owns and shares fee title with the City of San Bernardino to certain property known as the San Bernardino Santa Fe Depot located at 1170 W. 3rd Street within the City of San Bernardino and has the sole legal authority to enter into this LEASE for such property comprised of approximately 6,973 square feet (formerly referred to as the Wesley McDaniel Community Room) (the "Property") and as further described and as set forth on Exhibit "A" as attached to C14167; and
- B. LESSEE previously established and operates a San Bernardino Santa Fe Depot Station Host Program ("Station Host Program") as described in Exhibit "B" of C14167 and operates a historic museum; and
- C. The Board of Directors of SANBAG deems that the lease of the Leased Premises to LESSEE to operate a historic museum serves a public purpose in providing social and educational needs to the population of the county; and
- D. The Board of Directors of SANBAG finds that the Leased Premises is not and during the time of possession, will not be needed for SANBAG purposes; and
- E. The LEASE was executed on June 26, 2014 extending the lease of the space currently occupied by the San Bernardino Historical and Pioneer Society and ensuring Station Host services for two (2) years.

Attachment: C14167 Amendment 1 (2762 : Museum Lease - C14167-01)

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

1. Paragraph 2, is deleted and replaced in its entirety as follows:

“The term of this LEASE shall be through November 30, 2016.”

2. Beginning June 1, 2016 the duties of the Station Host Program will be terminated and will revert back to LESSOR and as a result there will be no further compensation made to the LESSEE for said program per Paragraph 3.
3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 1, all other provisions of the Contract, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
5. This Amendment No. 1 is effective commencing on June 1, 2016.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 below.

**SAN BERNARDINO HISTORICAL
& PIONEER SOCIETY**

SANBAG

By: _____
Steve Shaw
President

By: _____
Raymond W. Wolfe, Ph.D
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Asst. General Counsel

CONCURRENCE:

By: _____
Jeffrey Hill
Procurement Manager

Attachment: C14167 Amendment 1 (2762 : Museum Lease - C14167-01)

Minute Action

AGENDA ITEM: 7

Date: May 4, 2016

Subject:

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

Recommendation:

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

Background:

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

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Raymond Wolfe, Executive Director

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE



Minute Action

AGENDA ITEM: 8

Date: May 4, 2016

Subject:

Annual Agreement between the State of California Department of Transportation (Caltrans) and San Bernardino Associated Governments (SANBAG), for Freeway Service Patrol Program Funding

Recommendation:

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

A. Approve Agreement No. 16-1001510 with the State of California Department of Transportation to accept the Freeway Service Patrol Program funds for the operation and management of FSP services in a not-to-exceed amount of \$1,495,171, and to match those funds with Department of Motor Vehicle funds in the amount of \$373,793, for a total contract not-to-exceed amount of \$1,868,964, as outlined in the Financial Impact Section.

B. Adopt Resolution No.16-036.

Background:

SANBAG began pursuit of funding for the Freeway Service Patrol (FSP) Program in Fiscal Year 2005/2006, when the first allocation for SANBAG was provided. FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak periods of congestion to assist motorists with their disabled vehicles. The segment of highway that the tow trucks patrol up and down is referred to as a "Beat." Over the years, the FSP program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicular emissions, and secondary incidents. SANBAG began FSP operations on January 3, 2006, and has eight (8) separate Beats in operation. The services are provided Monday through Friday in two separate shifts to accommodate peak traffic hours: one from 5:30 a.m. to 8:30 a.m. and the other from 2:30 p.m. to 6:30 p.m. On Fridays, the shift begins earlier at 12:30 p.m.

The FSP program is managed through SANBAG staff and is supervised in the field by the California Highway Patrol (CHP).

The FSP program currently operates on the following eight (8) freeway Beats:

Beat 9: I-10 Indian Hill Boulevard (Los Angeles County line) to Haven Avenue

Beat 10: I-10 Haven Avenue to Sierra Avenue

Beat 11: I-10 Sierra Avenue to Waterman Avenue

Beat 5: SR-60 Reservoir Street (Los Angeles County line) to Milliken Avenue

Beat 23: I-15 Jurupa Street (Riverside County line) to Sierra Avenue

Beat 14: I-215 Center Street (Riverside County line) to 2nd Street

Entity: CMA, CTA, CTC, SAFE

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Beat 15: I-215 2nd Street to Palm/Kendall Avenue
Beat 29: I-10 Waterman Avenue to Yucaipa Boulevard

This program is funded through a combination of two (2) funding sources: State FSP Funds and Department of Motor Vehicle/ Service Authority for Freeway Emergency (DMV/SAFE) Funds. State FSP funds are allocated on an annual basis to participating agencies through a formula that is based on population, urban freeway lane miles, and levels of congestion within those areas. Please refer to the attached agreement, which stipulates the Fiscal Year 2015/2016 State contribution in the amount of \$1,495,171. These funds must be expended within the three fiscal years of obligation; therefore, any funds not claimed in the current fiscal year may be carried over and expended in subsequent years.

Upon approval of this agreement by the SANBAG Board, this agreement shall be signed by the SANBAG Board President, who has the full authorization of the Board to sign this fund transfer agreement and resolution.

Financial Impact:

This item will be consistent with the adopted Fiscal Year 2016/2017 budget for task 704. Approval of this item will provide \$1,495,171 in state FSP revenue and will authorize \$373,793 in local match from DMV/SAFE funds. These funds will be used over the next 3 years.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016. SANBAG General Counsel has reviewed this item and a draft of the agreement.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001510 Amendment No.: _____ Vendor No.: 00450
 Vendor/Customer Name: California Department of Transportation Sole Source? Yes No
 Description: Fund Transfer Agreement for Freeway Service Patrol FY15/16
 Start Date: 7/1/2015 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	\$ 1,495,171.00	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)	\$ 1,495,171.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 5/4/2016
 Board of Directors Action: Approve Agreement

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: 0815000193'
 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: JENNY HERRERA - \$1,495,171 will be provided by state funds and \$373,793 matched by SANBAG local funds.

Attachment: 16-1001510 CSS (2759 : CALTRANS FSP Fund Transfer Agreement)

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



October 5, 2015

File : 08-SBD-Var-SBAG
FSP16-6053(121)
2015/2016 Freeway Service Patrol
(FSP) Program

RECEIVED
OCT 08 2015
SAN BERNARDINO
ASSOCIATED GOVTS

Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd. Street, 2nd Floor
San Bernanrdino, CA 92410-1715

Attn: Ms. Jenny Herrera

Dear Mr. Wolfe:

Enclosed are two original agreements covering funding for the fiscal year 2015/2016 Freeway Service Patrol (FSP) Program. Office of Local Programs will again this year handle the processing of agreements. The enclosed agreement and its processing should also streamline the agreement and invoicing process.

Please sign both copies of this Agreement and return them to this office, Office of Local Programs - MS1. Alterations should not be made to the agreement language. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans.

Your invoicing, in accordance with applicable Section II, Article 6, would then be submitted in accordance with Section II, Articles 7 and 8 of the Fund Transfer Agreement, not to this Office.

Sincerely,

for JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: Lisa Davies - HQ Traffic Operations
OLP AE Project Files
(08) DLAE - Sean Yeung

Attachment: 16-1001510 (2759 : CALTRANS FSP Fund Transfer Agreement)

FREEWAY SERVICE PATROL PROGRAM
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP16- 6053(121)
Project No. FSP16- 6053(121)

Location: 08-SBD-Var-SBAG
AMS Adv ID: 0815000193

THIS AGREEMENT, effective on July 1, 2015 is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and the San Bernardino Associated Governments, a public agency, hereinafter referred to as "ADMINISTERING AGENCY."

WHEREAS, Streets and Highways Code (S&HC) Section 2560 et seq., authorizes STATE and administering agencies to develop and implement a Freeway Service Patrol (FSP) program on traffic-congested urban freeways throughout the state; and

WHEREAS, STATE has distributed available State Highway Account funds to administering agencies participating in the FSP Program in accordance with S&HC Section 2562; and

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol, hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds
\$1,868,964.00	\$1,495,171.00	\$373,793.00; and

WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and

WHEREAS, STATE and ADMINISTERING AGENCY mutually desire to cooperate and jointly participate in t FSP program and desire to specify herein the terms and conditions under which the FSP program is to be conducted; and

WHEREAS, ADMINISTERING AGENCY has approved entering into this Agreement under authority of Resolution No. _____ approved by ADMINISTERING AGENCY on _____, a copy of which is attached.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer	I Date	I\$ 1,495,171.00
<i>Ronjane Jane Chyn</i>	<i>9/30/2015</i>	

Attachment: 16-1001510 (2759 : CALTRANS FSP Fund Transfer Agreement)

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLMENT AND CERTIFICATION FORM
 PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 9/30/2015	PROJECT NUMBER: 0815000193
	REQUISITION NUMBER / CONTRACT NUMBER: RQS-2660-081600000162-1	

FROM: Department of Transportation

SUBJECT: Encumbrance Document

VENDOR / LOCAL AGENCY: San Bernardino Associated Governments

\$1,495,171.00

PROCUREMENT TYPE: Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
10	2015	2660-102-0042	2015-2016	20.30.010.600	2620 / 0400	\$1,495,171.00
TOTAL CONTRACT AMOUNT						\$1,495,171.00

Attachment: 16-1001510 (2759 : CALTRANS FSP Fund Transfer Agreement)

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any that is to be funded under the FSP program
2. To pay ADMINISTERING AGENCY the STATE's share, an amount not to exceed \$1,495,171.00, of eligible participating PROJECT costs.
3. To deposit with ADMINISTERING AGENCY, upon ADMINISTERING AGENCY's award of a contract for PROJECT services and receipt of an original and two signed copies of an invoice in the proper form, including identification of this Agreement Number and Project Number, from ADMINISTERING AGENCY, the amount of \$239,227.36. This initial deposit represents STATE's share of the estimated costs for the initial two months of PROJECT. Thereafter, to make reimbursements to ADMINISTERING AGENCY, as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice. The initial deposit will be calculated at 16% of the STATE's total share.
4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY 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 STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To commit and contribute matching funds from ADMINISTERING AGENCY resources, which shall be an amount not less than 25 percent of the amount provided by STATE from the State Highway Account.
2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this agreement.
3. To use all state funds paid hereunder only for those transportation-related PROJECT purposes that conform to Article XIX of the California State Constitution.
4. STATE funds provided to ADMINISTERING AGENCY or sub-recipients(s) under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY or sub-recipient's. Said administrative costs may be credited toward ADMINISTERING AGENCY's or sub-recipient's PROJECT matching funds provided claimed administrative costs are specified on ADMINISTERING AGENCY's invoice submittal. If said administrative costs are "indirect", as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, the costs must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

5. To develop, in cooperation with STATE, advertise, award, and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures, in compliance with Public Contract Code (PCC) 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.
6. Upon award of a contract for PROJECT, to prepare and submit to STATE an original and two signed copies of invoicing for STATE's initial deposit specified in Section I, Article 3. Thereafter, to prepare and submit to STATE an original and two signed copies of progress invoicing for STATE's share of actual expenditures for allowable PROJECT costs.
7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual (LAPM). Invoicing shall demonstrate ADMINISTERING AGENCY'S PROJECT participation by showing a matched expenditure of funds of at least 25% of the amount provided by the STATE. ADMINISTERING AGENCY invoices shall be submitted to:

State of California
 Department of Transportation
 Division of Traffic Operations, MS 36
 Office of System Management Operations
 1120 "N" Street
 Sacramento, CA 95814

8. Within 60 days after completion of PROJECT work to be reimbursed under this Agreement, to prepare a final invoice reporting all actual eligible costs expended, including all costs paid by ADMINISTERING AGENCY and submit that signed invoice, along with any refund due STATE, to the address referenced above under Section II, Article 7. Backup information submitted with said final invoice shall include all FSP operational contract invoices paid by ADMINISTERING AGENCY to contracted operators included in expenditures billed to STATE under this Agreement.

9. COST PRINCIPLES

- A) ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.
- B) ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.
- C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

10. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions (Section II, Paragraphs 4, 9, 11, 12, & 13) of this Agreement, and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

11. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors, and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

12. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors, and subcontractors, and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

13. TRAVEL AND SUBSISTENCE

Payments to ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then ADMINISTERING AGENCY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be JULY 1, 2015.
2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.
3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.
4. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. Neither STATE 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 ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify, and save harmless the State of California, 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 in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.
6. Neither ADMINISTERING AGENCY 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 STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify, and save harmless ADMINISTERING AGENCY, 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 in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement.
7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with PROJECT funds. ADMINISTERING AGENCY shall define in PROJECT contract who shall take ownership of all equipment at the conclusion of the Project.
8. In the event that ADMINISTERING AGENCY fails to operate the PROJECT commenced and reimbursed under this Agreement in accordance with the terms of this Agreement or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate funding for PROJECT, or portions thereof, upon written notice to ADMINISTERING AGENCY.

9. This Agreement shall terminate on June 30, 2018. However, the non-expendable equipment and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA
Department of Transportation

San Bernardino Associated Governments

By: _____

By: _____

Office of Project Implementation, South
Division of Local Assistance

Title: _____

DATE: _____

DATE: _____

Attachment: 16-1001510 (2759 : CALTRANS FSP Fund Transfer Agreement)

RESOLUTION No. 16-036

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION
COMMISSION, AUTHORIZING DESIGNATED OFFICIALS TO EXECUTE CALIFORNIA
DEPARTMENT OF TRANSPORTATION AGREEMENTS, ORDINANCES AND
RESOLUTIONS

Whereas, the San Bernardino County Transportation Commission (Commission) is authorized under state law, including Sections 130000 et seq, of the California Public Utilities Code, to enter into binding agreements with public and private parties for a variety of purposes, and also to enact resolutions and ordinances; and

Whereas, the Commission is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

Whereas, various agreements, including but not limited to Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Contribution/Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

Whereas, the Commission wishes to authorize designated officials to execute agreements, and any amendments thereto with the California Department of Transportation on the behalf of the Commission.

Now, therefore, be it resolved by the San Bernardino County Transportation Commission, as follows:

Section 1. The Chairperson of the Commission shall be authorized to execute agreements, resolutions and ordinance on behalf of the Commission, including but not limited to Master Agreements, Program Supplemental Agreements , Fund Exchange Agreements and/or Fund Contribution/Transfer Agreements with the California Department of Transportation, which have been approved by the Commission. When the Chairperson is not available, the Vice-Chairperson shall be so empowered.

Section 2. The Executive Director shall be authorized to execute agreements on behalf of the Commission, including but not limited to Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Contribution /Transfer Agreements with the California Department of Transportation, which have been approved by the Commission.

Section 3. Where it is necessary for the signature of the Chairperson, Vice-Chairperson, and Executive Director to be attested, the Clerk of the Commission or her designee shall be authorized to attest as to the authenticity of such signature.

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 May 4, 2016.

Ryan McEachron, Commission Chairperson

ATTEST:

Clerk of the Commission

Attachment: Res 16-036 (2759 : CALTRANS FSP Fund Transfer Agreement)

Minute Action

AGENDA ITEM: 9

Date: *May 4, 2016*

Subject:

Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard

Recommendation:

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

Approve Memorandum of Understanding (MOU) 16-1001476 with the City of San Bernardino for the development of the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard Project designating San Bernardino County Transportation Authority (SANBAG) as the lead agency for the remaining phases of the project, which include design, right of way, construction and possible environmental revalidation.

Background:

The Mount Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project has been a high priority project for the City of San Bernardino for more than 15 years. In 1997, Caltrans inspectors determined that the bridge had a sufficiency rating of less than 50 out of a possible 100. Bridges rated less than 50 are considered to be structurally deficient and functionally obsolete. Due to the deficiency of the structure, Caltrans has allocated \$82 million of federal funds to the project.

In June of 2011, the City obtained environmental clearance from Caltrans for a bridge replacement. Currently in the design phase, the City is experiencing delays to the project schedule based on a variety of challenges including potential environmental revalidation needs, right-of-way issues and funding concerns. In an effort to expedite the completion of the project, the two parties have been in discussion in regards to SANBAG taking over the project due to SANBAG's extensive experience in delivering similarly large and complex projects.

On April 6, 2016, the Board of Directors directed SANBAG staff to begin working with the City of San Bernardino towards developing an MOU for Environmental Clearance, Design, Right-of-Way Acquisition and Construction phases of the project.

The purpose of this MOU is to document the terms and conditions of cooperation between SANBAG and the City of San Bernardino required for completing the project with respect to cost, funding shares, schedule, and scope and specifies SANBAG as the lead agency for remaining phases of the project. The MOU does not commit SANBAG or the City of San Bernardino to perform work or provide funding for the project but provides the overall framework necessary to complete all phases of the PROJECT. Cooperative Agreements will be developed for each phase of the PROJECT that will identify the specific roles and funding responsibilities.

Entity: CTA

Board of Directors Agenda Item

May 4, 2016

Page 2

SANBAG staff is recommending approval of MOU 16-1001476 with the City of San Bernardino for the Environmental Clearance, Design, Right-of-Way Acquisition and Construction Phases of the Mount Vernon Avenue Viaduct over the BNSF Railway Intermodal Yard Project.

Financial Impact:

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

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft MOU.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001476 Amendment No.: 0 Vendor No.: 01901
Vendor/Customer Name: City of San Bernardino Sole Source? [x] Yes [] No
Description: Memorandum of Understanding - Mount Vernon Avenue Viaduct over BNSF Railroad
Start Date: 5/4/2016 Expiration Date: 6/30/2021 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:
[X] Board of Directors Date: 5/4/2016
Board of Directors Action: Approve Memorandum of Understanding

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Brian Smith

Attachment: 16-1001476 CSS (2738 : Mount Vernon Avenue Viaduct - MOU)

CONTRACT 16-1001476

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND THE CITY OF SAN BERNARDINO

FOR THE DEVELOPMENT OF

THE MOUNT VERNON AVENUE VIADUCT OVER BNSF RAILWAY INTERMODAL YARD

PROJECT

I. PARTIES AND TERM

- A. This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“AUTHORITY” or “SANBAG”) and the CITY OF SAN BERNARDINO (“PROJECT SPONSOR”) (and together the “PARTIES”) on the Effective Date defined later herein.
- B. The Term of this MOU will commence on the Effective Date and, unless terminated early as provided in Section V, Paragraph C, terminate upon the date a notice of completion is recorded for the Mount Vernon Bridge Replacement Project (PROJECT) or June 30, 2024, whichever is earlier.

II. RECITALS

- A. WHEREAS, the PROJECT is included in the SANBAG Development Mitigation Nexus Study and is eligible to receive funds from the Measure I 2010-2040 Valley Major Street Program.
- B. WHEREAS, the PARTIES desire to proceed with development of the PROJECT.
- C. WHEREAS, the PARTIES are entering into this PROJECT MOU for the purpose of documenting the terms and conditions of cooperation between the PARTIES required to complete the PROJECT with respect to cost, funding, schedule, and scope, as detailed in Project Description Exhibit A, attached hereto and incorporated herein by this reference.
- D. WHEREAS, a conceptual layout of the PROJECT is shown in Exhibit B, attached hereto and incorporated herein by this reference.
- E. WHEREAS, the PARTIES understand that the purpose of the MOU is to outline the steps and funds necessary to complete the PROJECT, but the MOU does not commit the PARTIES to perform work or provide funding for the PROJECT, and imposes no enforceable obligations upon the PARTIES and does not grant any rights.
- F. WHEREAS, the PARTIES acknowledge the intent to move forward with the PROJECT, the Public and Local Agency funding shares required to complete the PROJECT, and the reasonable expectation of funding availability.

Attachment: 16-1001476 Mt Vernon bridge MOU [Revision 2] (2738 : Mount Vernon Avenue Viaduct - MOU)

- G. WHEREAS, the Public Share is defined as the share of project cost calculated as the total cost of the project minus the development share (or Local Agency share) and the Local Agency share is the percentage share of the project cost assigned as the development contribution percentage as listed in the SANBAG Development Mitigation Nexus Study.
- H. WHEREAS, the PARTIES desire to memorialize in this MOU the framework and funding necessary for completion of the PROJECT to assist the PARTIES in their decision-making and budgeting for this PROJECT.
- I. WHEREAS, the PARTIES understand that a Cooperative Agreement will be developed for each phase of the PROJECT that will identify the specific roles and responsibilities of AUTHORITY and PROJECT SPONSOR including specific funding commitments.

III. AUTHORITY'S RESPONSIBILITIES

- A. AUTHORITY will be responsible for the Public Share of PROJECT costs in accordance with Measure I 2010-2040 Valley Major Street Program Strategic Plan Policy 40006 and subsequent Cooperative Agreements.
- B. AUTHORITY will consider the development of a Loan Agreement(s) for the Local Share of PROJECT costs, if requested by the PROJECT SPONSOR, in accordance with Measure I 2010-2040 Valley Major Street Program Strategic Plan Policy.
- C. AUTHORITY will assign a project manager of its staff to coordinate with the PROJECT SPONSOR, as determined reasonably necessary by AUTHORITY to facilitate the delivery of the PROJECT.
- D. PROJECT SPONSOR and AUTHORITY shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

IV. PROJECT SPONSOR'S RESPONSIBILITIES

- A. PROJECT SPONSOR will be responsible for the Local Share of the PROJECT costs in accordance with Measure I 2010-2040 Valley Major Street Program Strategic Plan Policy and subsequent agreements, including Loan Agreements.
- B. PROJECT SPONSOR will assign a project manager of its staff to coordinate with AUTHORITY, as determined reasonably necessary by PROJECT SPONSOR to facilitate the delivery of the PROJECT.
- C. PROJECT SPONSOR and AUTHORITY shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

V. MISCELLANEOUS

- A. The PARTIES acknowledge that should federal funds be used in the environmental or design phases of work, Federal Highway Administration (FHWA) requires that the PROJECT must move to a capital phase (right-of-way or construction) within ten years or the federal funds may be required to be repaid to FHWA. Responsibilities related to the federal funding will be outlined in the cooperative agreement(s).
- B. The PARTIES acknowledge that actual cost of a specific phase may ultimately vary from the

estimates provided in Exhibit A, however, under no circumstances is the total project cost to exceed \$93,636,149 without an amendment to this Agreement.

- C. The PARTIES acknowledge that the intent is for AUTHORITY to act as the lead agency for the remaining phases of the PROJECT. Cooperative Agreements will be developed for each phase that will identify the specific roles and responsibilities of AUTHORITY and PROJECT SPONSOR.
- D. **PROJECT SPONSOR shall enter into an escrow agreement with AUTHORITY within 60 calendar days after execution of Cooperative Agreements and make deposits of Local Share and SANBAG Oversight cost for each phase of the PROJECT.** Termination. Both AUTHORITY and PROJECT SPONSOR shall have the right at any time, to terminate this MOU, with or without cause, by giving ninety (90) calendar days written notice to the other party, specifying the date of termination. Termination of the MOU will not terminate the PARTIES' continuing obligations under any Cooperative Agreements generally referenced in Section II, Paragraph I. Termination of the MOU by request of the PROJECT SPONSOR will be understood by the AUTHORITY that PROJECT SPONSOR wishes to discontinue work on the PROJECT, unless otherwise stated in an active Cooperative Agreement or in a subsequent MOU or agreement.
- E. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For PROJECT SPONSOR, that person will be City Engineer or designee for CITY OF SAN BERNARDINO. For AUTHORITY, that person shall be Brian Smith, Project Manager. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

<p>CITY OF SAN BERNARDINO</p> <p>300 North "D" Street San Bernardino, CA 92418 ATTN: Mark Scott, City Manager cc: Director of Public Works</p>	<p>SANBAG</p> <p>San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: Andrea Zureick</p>
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- F. Amendment. In the event that the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may execute an amendment to add, delete, or amend any provision of this MOU. All such amendments must be in the form of a written instrument signed by the authorized representatives of the PARTIES.
- G. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.

-----Signatures on the Following Page-----

Attachment: 16-1001476 Mt Vernon bridge MOU [Revision 2] (2738 : Mount Vernon Avenue Viaduct - MOU)

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon execution of this MOU by both SANBAG and PROJECT SPONSOR (“Effective Date”).

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Ryan McEachron
Board President

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

CITY OF SAN BERNARDINO

By: _____
Mark Scott
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Gary D. Saenz
City Attorney

Attachment: 16-1001476 Mt Vernon bridge MOU [Revision 2] (2738 : Mount Vernon Avenue Viaduct - MOU)

Exhibit A

Project Description

Project Scope:

Mt. Vernon Ave., over BNSF, AMTRAK, UP RR; Replace 4 lane bridge with 4 lane bridge between 2nd Street and 5th Street..

Project Cost Estimate and Funding Shares:

Public Share: 67.6%

Nexus Development Impact Fee Share (DIF, “Development Share” or “Local Share”): 32.4%

Phase	Estimated Cost*	Federal/State Buy-downs***	Public Share	Development Share
Project Alternative & Environmental Documents (PA&ED)**	\$95,000	\$84,103	\$7,366	\$3,531
Plans, Specification and Estimates (PS&E)	\$7,289,265	\$6,453,187	\$565,189	\$270,889
Right-of-Way	\$3,537,700	\$3,131,926	\$274,303	\$131,471
Construction (Including Construction Management)	\$81,464,184	\$72,567,572	\$6,014,110	\$2,882,502
SANBAG Oversight	\$1,250,000	\$0	\$0	\$1,250,000
Total	\$93,636,149	\$82,236,788	\$6,860,968	\$4,538,393

*Estimated Costs are based on 2015 project scope and estimate without cost escalations

**PA&ED cost incurred after April 2010.

***Federal Highway Bridge Program (HBP) and Proposition 1B Local Bridge Seismic Safety Retrofit Program (LSSRP) Funds

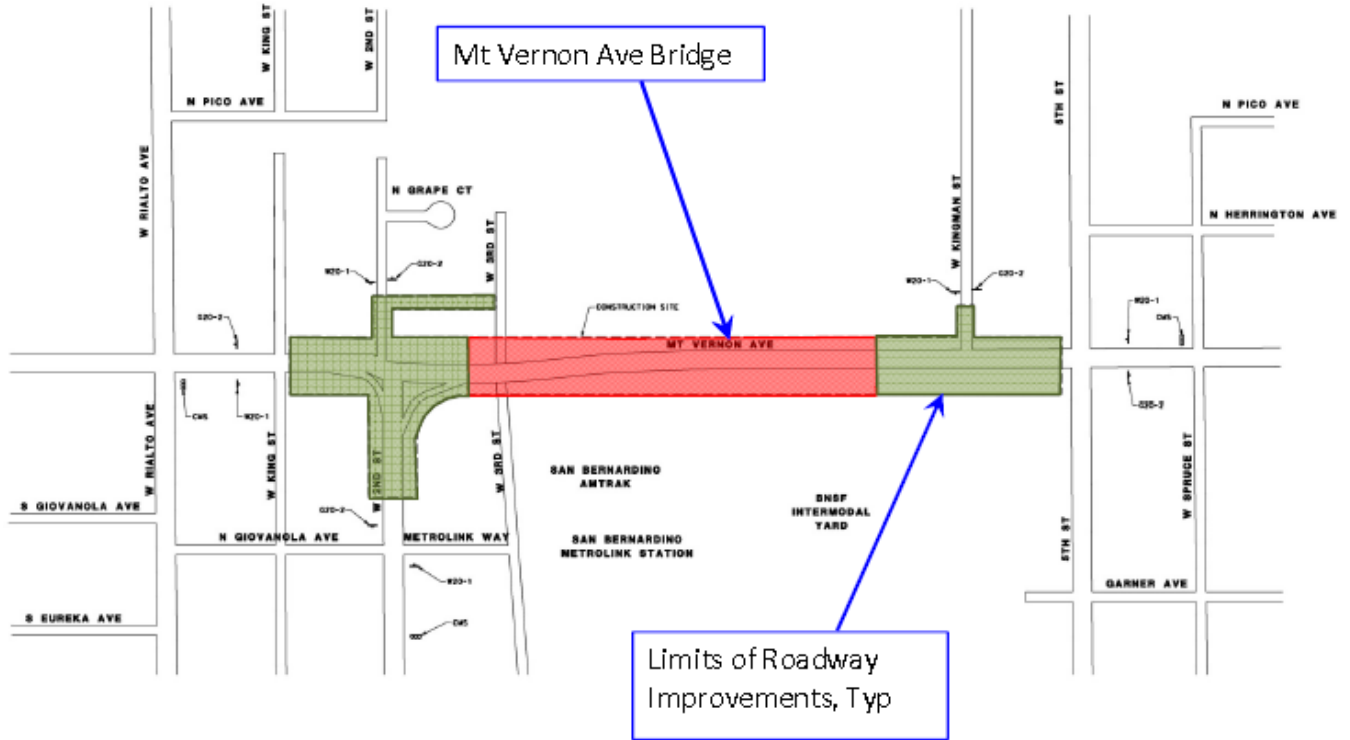
Project Milestones:

Milestone	Actual (Forecast)
Start of Project	8/2009
Environmental Approval	6/2011
Design Approved/ROW Certified	(10/2019)
Construction Notice to Proceed	(6/2020)
Completed for Beneficial Use	(2/2023)

Exhibit B
THE MOUNT VERNON BRIDGE REPLACEMENT PROJECT

Conceptual Layout

Mt Vernon OH (Replace)



PLAN

Attachment: 16-1001476 Mt Vernon bridge MOU [Revision 2] (2738 : Mount Vernon Avenue Viaduct - MOU)

Minute Action

AGENDA ITEM: 10

Date: May 4, 2016

Subject:

Countywide Habitat Preservation/Conservation Framework Phase II

Recommendation:

That the Board approve Contract No. 16-1001454 with Dudek for the Countywide Habitat Preservation/Conservation Framework Phase II Study in an amount not-to-exceed \$248,590.

Background:

This phase two study is a follow-on effort to phase one of the Countywide Habitat Preservation/Conservation Framework Study (Framework Study) completed in February 2015. Both phases are an outgrowth of the San Bernardino Countywide Vision initiated in 2010, driven by community input and endorsed by the County of San Bernardino (County) and the cities of San Bernardino County in 2011.

The Framework Study, being conducted as part of the Environment Element of the Vision, is seeking to develop a structured, comprehensive approach to the preservation and conservation of habitat for threatened and endangered species in the County. Similar to other elements of the Countywide Vision, the Environment Element is being guided by a stakeholder group representing diverse interests, in this case including environmental advocates, the building industry, local and regional governments, state/federal resource agencies, water districts, etc. A report on progress for the Environment Element Group and the Framework Study was provided to the SANBAG Board on January 8, 2014.

Much has already been accomplished for habitat preservation and conservation in San Bernardino County, but on more of a project-by-project basis. The Framework Study is the first of several steps toward a more comprehensive approach to countywide conservation planning. Phase one of the Framework Study is a guidance document outlining the conservation issues and concerns, existing conservation, conservation opportunities, and data gaps associated with current approaches to habitat conservation. The report identified conservation planning subareas, overarching principles, and recommendations to further develop a comprehensive approach to habitat preservation/conservation.

The Environment Element Group requested that the County and SANBAG provide funding and support for several of the “next steps” documented in phase one of the Framework Study. Subsequent discussions between the County, SANBAG, and the Southern California Association of Governments (SCAG) have resulted in funding and a proposed Scope of Work for a second phase of the Framework Study, focusing on these next steps. On October 7, 2015, the SANBAG Board approved and signed Cooperative Agreement 16-1001344 to allow staff to undertake management, planning, outreach, analysis, and procurement work in connection with the phase two Framework Study and complete the tasks documented in the Scope of Work.

Entity: COG

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The total budget for the project is \$275,000 with the County contributing \$225,000 and SCAG contributing \$50,000.

The phase two Scope of Work will build on the first phase by completing the following:

- Developing a habitat tracking system,
- Conducting a more detailed conservation “gap analysis,” and
- Initiating development of a reserve design

These were defined by the Environment Element Group as the most critical next steps in structuring a more comprehensive countywide framework for habitat preservation/conservation going forward. The objective is to structure this comprehensive approach in a way that is a “win-win” for the health of the environment, the economy, and the citizens of San Bernardino County.

Phase two of the Framework Study will support the Environment Element Group’s request by continuing development of a more comprehensive approach to habitat preservation/conservation. The Next Steps section of the Framework Study included a list of approaches based on a draft set of priorities and timeframes. Development of the inventory and tracking system, conservation gap analysis, and reserve design were identified as the top priorities. Phase two does not require participation by any individual jurisdiction or agency, but broad participation will be encouraged so that the county can move forward to achieve environmental objectives in a business-friendly manner that results in benefits across the board.

On February 1, 2016 , the SANBAG Executive Director authorized the advertisement of Request for Proposals (RFP) 16-1001454 for the Countywide Habitat Preservation/Conservation Framework Phase Two Study in accordance with SANBAG Contracting Procurement Policy 11000, Section VII. B.1. The scope of work for the RFP as described in Exhibit A of the contract includes a list of approaches based on a draft set of priorities and timeframes. Development of the inventory and tracking system, conservation gap analysis, and reserve design were identified as the top priorities.

The RFP 16-1001454 was released on February 1, 2016, on SANBAG’s website and was sent electronically to vendors registered in PlanetBids, and approximately forty (40) vendors downloaded the RFP.

One (1) proposal was received by the date and time specified in the RFP. Dudek was the only firm that submitted a proposal. Dudek also assisted SANBAG with phase one of the study for the Countywide Habitat Preservation/Conservation Framework. Firms that downloaded the RFP from PlanetBids and did not submit a proposal were contacted for feedback on why they did not submit a proposal. One firm stated that their staff was limited at the moment; while another firm stated that their services weren’t adequate for the RFP’s scope of work; and another firm stated that although they were interested, their current workload would not allow them to allocate sufficient time for this project. All other firms contacted did not return voicemail messages to Procurement staff.

Board of Directors Agenda Item
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A responsiveness review was conducted by the Procurement Analyst and found the proposal from Dudek to be responsive. The following is a summary of the events that transpired in the evaluation and selection process.

Summary of Evaluation Process:

March 2, 2016 - The proposal was 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 evaluation committee members. An evaluation committee consisting of two SANBAG representatives, one representative from SCAG, one representative from the City of Yucaipa, one representative from the County of San Bernardino and one representative from Endangered Habitats League evaluated the proposals.

Evaluators concluded their individual review of the proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. The proposal's strengths included: their extensive knowledge of the scope of work was evident; their project manager demonstrated a strong skill set; the firm has lengthy experience within the habitat conservation/preservation field; and they demonstrated flexibility with the project team members. The evaluation committee members individually scored the proposal based on the following evaluation criteria: Qualifications of the Firm, Related Experience and References - 20%; Proposed Staffing and Projection Organization - 20%; Work Plan - 50%; and Price - 10%.

Overall, the evaluation committee scored the firm a total of five hundred and eight (508) points out of six hundred (600) possible points.

Staff is requesting approval to award Contract No. 16-1001454 to Dudek in the amount not to exceed \$248,590.

Financial Impact:

SANBAG, SCAG, and the County of San Bernardino have already signed Cooperative Agreement 16-1001344 that will convey funding to SANBAG from SCAG in the amount of \$50,000 and to SANBAG from the County of San Bernardino in the amount of \$225,000. This item has no impact on the Fiscal Year 2015/2016 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016. This item and the draft Agreement were reviewed by SANBAG General Counsel and Procurement Manager.

Responsible Staff:

Steve Smith, Director of Planning

Approved
 Board of Directors
 Date: May 4, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001454 Amendment No.: _____ Vendor No.: 03053
 Vendor/Customer Name: Dudek Sole Source? Yes No
 Description: Countywide Habitat Preservation/Conservation Framework Phase II Study
 Start Date: 5/4/2016 Expiration Date: 12/31/2017 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 16-1001344

Dollar Amount			
Original Contract	\$ 248,590.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 248,590.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 248,590.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 5/4/2016
 Board of Directors Action: Approve contract 16-1001454

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: Josh Lee

Attachment: Contract Summary Sheet (2745 : Countywide Habitat Preservation/Conservation Framework Phase II)

EXHIBIT A – “SCOPE OF WORK”

SUMMARY OF PROJECT

Conservation planning in San Bernardino County traditionally has taken place on a more isolated, project-by-project basis, without a comprehensive view of habitat preservation opportunities and priorities countywide. The Framework Study was completed to provide a comprehensive blueprint for countywide habitat conservation. The work under the first phase of the Framework Study was released as a guidance document outlining the conservation issues and concerns, existing conservation, conservation opportunities, and data gaps associated with current approaches to habitat conservation. The Conservation Framework also identified an achievable set of conservation principles and next steps within a suite of possible comprehensive, long term conservation approaches. The Next Steps section of the Framework Study Phase I document included a list of approaches based on priorities and timeframes. Development of the inventory and tracking system, conservation gap analysis, and reserve design were identified by the Environment Element Group (EEG) as the top priorities for next steps. These next steps are critical for establishing implementable, comprehensive, countywide conservation strategies. Phase II does not require participation by any individual jurisdiction or agency, but broad participation will be encouraged so that the county can move forward to achieve environmental objectives in a business-friendly manner that result in benefits across the board. The report for Phase I of the Habitat Preservation/Conservation Framework may be found at the following link under the “Studies Section”: <http://www.sanbag.ca.gov/planning2/index.html>

The County of San Bernardino and the Southern California Association of Governments (SCAG) are providing funding for the Phase II effort. Approval of the funding agreements was provided by the SANBAG Board of Directors on October 7, 2015 in Agenda Item 15. Although the project is countywide, there will be greater focus in the Valley Subarea, given the higher level of tension between development pressures and habitat conservation requirements. Proposers should describe how they would allocate time to the Valley versus other areas of the county and the rationale for that distribution. http://www.sanbag.ca.gov/about/agendas/2015/10-15_board.pdf

STUDY OBJECTIVES

The objectives of this project are to:

1. Create an inventory and tracking system for existing conservation lands and for lands that are newly conserved through acquisition, easements, local General Plans, and other management practices. The tracking system in San Bernardino County will consider inventory and tracking processes established in other parts of the SCAG region, enabling more consistent inventories and analysis at a regional level.
2. Conduct a conservation gap analysis based on focal species occurrences and known conservation lands.
3. Based on the gap analysis, develop an initial reserve design or alternative designs that identify focus areas needing protection to sustain natural resources while considering ecological, social, economic, and political factors. The goals are to develop greater clarity and speed in the land development process and greater certainty in the preservation/conservation of important habitat.

4. Based on study findings and input from the Environment Element Group and other stakeholders, and on direction from the SANBAG Board of Directors and County Board of Supervisors, identify a set of next steps in the development of a more comprehensive approach to habitat preservation/conservation in San Bernardino County.
5. Work with the stakeholder group established for the Environment Element of the Vision to move the countywide habitat preservation/conservation framework forward in a way that benefits both the environment and the economy.
 1. Seek relevant information for the study from the stakeholder group;
 2. Report summary of findings to the group;
 3. Seek feedback and refinements from the group on the final draft reports.

It is anticipated that this study will be completed in 12 months from Notice to Proceed. However, the timeframe will be governed by input from the stakeholders and the analysis of data supporting the eventual recommendations for next steps.

STUDY TASKS

Work tasks to be performed as part of the study include:

1. Project management.
2. Create a systematic inventory and update process for existing conservation lands, easements, and maintenance commitments and establish a system for long-term tracking of new conservation acquisitions, easements, and maintenance commitments.
3. Conduct conservation gap analysis on focal species occurrences and known conservation lands and easements.
4. Develop a conceptual reserve design that identifies potential focus areas needing protection to sustain natural resources while considering ecological, social, economic, and political factors.
5. In collaboration with stakeholders, define phase three next steps and commitments necessary to further implement the principles identified in the Framework Study.
6. Document all results of the analysis and comments from stakeholders.

Each task is described in more detail below.

1. Project management

- **Project Kick-off Meeting:** SANBAG, County of San Bernardino, SCAG, and the Consultant will hold a kick-off meeting to discuss project scope, schedule, outreach, and expected project outcomes. Milestones and potential meeting schedules for interaction with the Environment Element Group will be discussed. A meeting summary confirming project goals, objectives, data collection needs, and stakeholder outreach approaches will be developed and documented.
- **Staff Coordination:** Monthly face-to-face project team meetings with Consultant to ensure good communication on upcoming tasks and to ensure that the project remains on time and within budget. It is anticipated that meetings of the

Environment Element Group will be held up to five times throughout the project process. The Environment Element Group will serve as the main reviewing stakeholder group for the project, but presentations at SANBAG's Planning and Development Technical Forum (PDTF, consisting of jurisdiction planning directors) and/or SANBAG Board or Committee meetings will be requested as the need arises. (Maximum 4 for PDTF and 2 for SANBAG Board or policy committees)

- The Open Space Conservation Working Group at SCAG is a gathering of stakeholders for the development of the Open Space Conservation Planning component of the Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS). Presentations at SCAG's Working Groups and/or Committee meetings will be requested as the need arises from SCAG. (Maximum 2)
- Invoicing and project reporting: The Consultant may bill SANBAG monthly for project expenses incurred. A brief progress report shall be provided together with each invoice.

2. Create a systematic inventory and update process for existing conservation lands and establish a system for long-term tracking of new conservation acquisitions

As identified in the Next Steps from the Framework Study, this effort will be required to create an inventory of conservation lands in the county and establish a system for long-term tracking of new conservation acquisitions. Known conservation easements and maintenance commitments will also need to be identified. SANBAG, the County, and Consultant will need to work together to maintain data quality, accuracy, and appropriate confidentiality involved in data collection for the tracking system. The inventory presented as part of the Framework Study would serve as a starting point, and the Consultant will be obtaining the preliminary missing data identified in Section 3 of the Framework Study as soon as the review of the current data is complete.

The Consultant shall create a structured inventory and tracking system through the following:

- Documentation of conservation databases and tracking systems that may be in use in San Bernardino County, at SCAG, and in other counties in the SCAG region and at the US Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW). This project should build upon systems that have been or are being developed in the region and seek to maximize the consistency of data elements and formats at the regional level. This will include outreach early in the project to the counties of Imperial, Orange, Los Angeles, Riverside, and Ventura. No data collection will occur in these other counties, but the tracking system for San Bernardino County should be designed in a way that will enable SCAG to collect regionally consistent data that will be useful for development of the 2020 Regional Transportation Plan/Sustainable Communities Strategy.

- Examination of mapping and auxiliary information available from the Phase I Framework Study (Appendix 2B and 2C). The Consultant will also review and include any other data sources not included in the Framework Study that will be useful to the development of the tracking system, including sources from SCAG, County of San Bernardino, Local Agency Formation Commissions (LAFCO), cities in San Bernardino County, state/federal resource agencies, and regional conservation planning efforts such as the Desert Renewable Energy Conservation Plan (DRECP).
- Based on the above input, prepare a technical memorandum recommending a structure for a conservation tracking system in San Bernardino County that will also be usable at the regional level. This will include listings and definitions of variables, GIS/software platform options and associated formats. As discussed above, the preference will be to build on a system or systems already in place, also keeping in mind simplicity of adding new data over time.
- Following approval of the structure by SANBAG, in consultation with the County and SCAG, incorporate data from the Framework Study and other sources identified above in building of the tracking system. This will establish the baseline inventory from the Framework Study and other sources, creating an existing conservation ownership and management database.
- Define a long-term Countywide conservation tracking/data collection process that tracks information on new conservation land set asides and/or acquisitions that occur through the development process. These could be from a wide range of local jurisdiction actions such as infrastructure project mitigation, hillside ordinance compliance, land set asides required in development agreements, or regulatory permitting process for waters (i.e., 1600 Permits, 404 permits). The intent is to link the tracking system with the development entitlement process of San Bernardino County's jurisdictions so that the digital footprint of conservation for each development project will be added at the appropriate point. The system should eventually enable SANBAG, County, and SCAG to develop an annual report of conservation efforts.
- The inventory and tracking system should include and distinguish among lands legally committed to conservation through EIR mitigation measures, executed development agreements, easements, or other similar agreements. The tracking system should be able to compare committed lands to potential conservation areas identified in local General Plans and Specific Plans.
- Develop tracking and reporting instructions that apply to the consortium of participants responsible for management of conservation lands. The tracking and inventory system should provide the ability to comprehensively track and manage connected conservation lands for the regulatory agencies.

- The tracking and inventory system should be in a digital format integrated with GIS. The tracking and inventory system should be established in a uniform format for ease of use, with access by multiple jurisdictions.
- The Consultant will be responsible for presenting the tracking and inventory system to the Environment Element stakeholder group and to the SANBAG Planning and Development Technical Forum. Comments from these stakeholders will be used to fine-tune the tracking system and associated process.

Deliverables:

- Review report of the existing conservation data and inventory
- Technical memorandum recommending a structure for the conservation tracking system GIS based inventory system of existing conservation data
- Tracking system documentation and user manual
- Baseline inventory and existing conservation ownership and management database

3. Conduct conservation gap analysis on focal species occurrences and known conservation lands

Based on the information presented in Section 3 of the Framework Study section (Data Gaps), a detailed analysis of focal species occurrences and known conservation lands should be initiated. The gap analysis is an important step in conservation planning, the results of which help develop the biological goals and objectives of a conceptual Reserve Design. The gap analysis will rely on GIS analysis of spatial data (i.e., biological data, land ownership, land uses, and designated management status) to assess the distribution of biological resources (e.g., natural communities, species distributions, known occurrence data) relative to the distribution of protected lands (areas protected and managed to maintain biological resource value) to identify any “gaps” in protection (e.g., biological resources that are on public or private lands and not well protected or where linkages need to be considered). The gap analysis will also be used to identify gaps in representation, ecological processes or functions, and management of existing protected areas. The identification of gaps will help to focus the conservation strategy on areas most at risk or that would most benefit from conservation actions (e.g., acquisition, restoration, management, monitoring).

The Consultant shall analyze the gaps in conservation in the County through the following:

- Review and address the data gaps identified in the Framework Study, Section 3:
 - Biological Resources: incomplete survey data. (see Appendix 2B table 2-2 of the Framework Study for reference)
 - Open Space and Conservation Areas: incomplete information regarding the location/boundaries, acreages, and/or management plans of open space and park

areas, conservation/preserve areas, conservation easements for mitigation, and HCP/NCCPs which were established for public use, protection of habitats and species, or as mitigation for impacts to species, habitat, and/or water resources associated with development projects. (see Table 3-1 of the Framework Study for reference)

- Outreach to Jurisdictions and Agencies: incomplete response from all cities/towns in the County and agencies and/or incomplete or unavailable data for conservation lands, activities, or planned mitigation needs. (see section 2 of the Framework Study for reference)
- Consider and include the following additional information in the gap analysis:
 - The Developable Land Survey conducted by the County, local General Plans, and the local jurisdiction/SANBAG/SCAG growth forecast elements should be considered in the conservation gap analysis to understand what areas are viewed to be generally available for development and what areas could be candidates for conservation.
 - The conservation lands inventory and tracking system in Task 2 will serve as a baseline for the gap analysis, providing the location, ownership, and management data upon which to build the GIS spatial gap analyses.

The primary goal of the gap analysis is to inform the next step of the conservation process, the conceptual Reserve Design. The gap analysis is an integral part in development of the Reserve Design because it provides an understanding of the relationship between land ownership and conservation, including wildlife and habitat linkages or connections that can be made with existing and other potential conservation areas that would be most beneficial for focal species conservation. To complete a thorough gap analysis, the Consultant will need to work with key stakeholders in obtaining accurate information. This process will need to be coordinated closely with SANBAG and County staff to efficiently manage the outreach effort. The key elements of the analysis will be documented in a technical memorandum.

Deliverables:

- Technical Memorandum/Gap Analysis Report
- GIS spatial analysis data and results

4. Develop a conceptual reserve design that identifies potential lands needing protection to sustain natural resources while considering ecological, social, and economic factors

Development of the Reserve Design in Task 4 will flow out of the gap analysis in Task 3. The Reserve Design will identify lands needing protection to sustain natural resources while considering ecological, social, and economic factors. The Reserve Design will be conceptual, in the sense that potential areas will be identified for protection of natural values such as

biodiversity, ecosystem functions, or to offset adverse effects from use or development. General assessments will be made of habitat values and its importance to the preservation of existing and potential future threatened and endangered species. The objectives of the Reserve Design will be to achieve species, habitat, and function representativeness and persistence, while not specifying individual properties. Flexibility needs to be provided for public and private entities to achieve conservation values through strategies that are biologically sound, address federal and state regulatory requirements, and enable the public and private sectors to provide for the housing, employment, and other needs of a growing population. The conceptual Reserve Design will need to incorporate current and future conditions, within reasonable and practical limitations, including climate and urbanization changes to be successful long-term. This overall approach is consistent with Principle 1 of the Framework Study, which states “Increase certainty while maintaining flexibility for both the preservation/conservation of habitat as well as for land development and infrastructure permitting.” The Reserve Design is intended as a win-win for both the preservation of species together with the accommodation of growth.

The Consultant shall start the development of the Reserve Design structure through the following:

- Obtain input from the Environment Element Group on criteria that are important as the Reserve Design is conceived. Discussions will also be needed with local jurisdictions concerning open space and conservation areas they deem important and consistent with their General Plans. An outgrowth of the Reserve Design process may also be recommendations on adjustments to local General Plan land use designation and policies.
- Conduct detailed biological analyses needed for species that would most likely require mitigation in association with regulatory permitting as outlined in the Section 4 and Principle 13 of the Framework Study. Section 4 of the Framework Study contains the description of the laws, regulations, policies, and planning pertinent to the preparation of the Reserve Design. This would be based on existing biological data. No new field surveys are anticipated.
- Conduct geographical location analyses to understand where focal species locations overlap with development concerns. Integrate biological and geographical analyses to focus on incorporating complete datasets of species occurrences to support species habitat modeling. This task would be integral to the Gap Analysis and Reserve Design process which identifies important areas for long-term protection and management for focal species.
- Consider the practicality of “species relocation” in cases when abundant and suitable species habitat exists nearby or offsite. The Reserve Design should not force habitat connectivity where and when the existing built environment would make for unsafe interactions between humans and some protected (predator) species.
- Consider in the reserve design all of the following factors: location, size, connectivity, replication, alignment of boundaries.

- Document and present datasets and the methodology used in the Reserve Design process to the stakeholders for quality and input purposes. Areas considered for inclusion into the Reserve Design should be verified through surveys or assessments by a qualified biologist(s) and local land use authorities to ensure that the area provides suitable, quality habitat for focal or other target species.

As noted in Principle 5 of the Framework Study, “Recognize that jurisdictional and other stakeholder participation in a more comprehensive approach to conservation planning will be voluntary, but that participating in the more comprehensive approach will provide benefits for most of those participating.” Future conservation efforts must seek a balance between development and conservation interests. Voluntary participation by local jurisdictions and special districts is key and would be expected because land use authorities and other entities have their own discrete responsibilities/oversights. Success of the Reserve Design development will depend on the incorporation of scientifically-accepted tenets of conservation biology together with the cooperation from local jurisdictions and regulatory permitting agencies.

Deliverables:

- Technical memorandum/Reserve Design report and methodologies
- Geographical and biological GIS spatial analysis data

5. Define phase three next steps and commitments necessary to further implement the principles identified in the Framework Study

It will be important to conclude the initial steps of the tracking system, gap analysis, and reserve design with clarity in how to proceed to the next phase. From the Framework Study, future phases may be focused on the creation of detailed conservation strategies by conservation subareas and management methods. Financial and personnel resources believed to be needed will continue to be outlined as well. However, next steps could be modified as this project moves forward. Direction of the project will be guided through collaboration and participation of the various stakeholders: elected officials, local agency staff, resource agencies, environmental stakeholders, landowners, and the development community.

Deliverable:

- Notes and recommendations on next steps defined by stakeholder groups, to be included in the final report.

6. Document all results of the analysis and comments from stakeholders

Task 6 will document the results of Tasks 1-5. The final analysis and report will reference the inventory, data, methodologies, strategies, and mapping assembled in the course of the study. The SANBAG GIS Department will also be available to assist in preparing mapping products. A draft of the report will be made available to the Environment Element Group for review and

comment, following which a final report will be prepared.

Deliverables:

- Draft and final study reports

SCHEDULE

The target schedule for completion is 15 months, with an estimated May 2016 start date. This relatively aggressive schedule will help the Environment Element Group to focus its efforts with a specific end result in mind. The target for completion of the draft report will be 12 months. The schedule for intermediate study milestones is identified below:

1. Project management – Initiation in month 1, with ongoing project management
2. Create an inventory system of existing conservation lands and establish a system for long-term tracking of new conservation acquisitions – completion by month 4
3. Conduct conservation gap analysis on focal species occurrences and known conservation lands – Completion by month 7
4. Develop a conceptual reserve design that identifies potential lands needing protection to sustain natural resources while considering ecological, social, and economic factors – Completion by month 11
5. Define phase three next steps and commitments necessary to further implement the principles identified in the Framework Study – completion by month 12
6. Document all results of the analysis and comments from stakeholders – Draft final report completion by month 12, followed by stakeholder review and delivery of final report by month 15

Three months are being allowed between the draft and final reports for circulation and review/comment by a broad range of stakeholders and for presentations to elected officials at SANBAG committees.

Minute Action

AGENDA ITEM: 11

Date: May 4, 2016

Subject:

Award On-Call Railroad Right-of-Way Maintenance Services 16-1001409

Recommendation:

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

A. Approve Contract No. 16-1001409 with Joshua Grading & Excavating, Inc. for a five year term in an amount not-to-exceed \$4,000,000 for Railroad Right-of-Way Maintenance Services. The Commission may extend the original term of the Contract for two (2) one-year option terms at an estimated cost of \$800,000 per year.

B. Approve an allocation of Local Transportation Funds – Rail in the amount of \$4,000,000 for Contract 16-1001409.

C. Approve a Fiscal Year 2015/2016 budget amendment in the amount of \$64,000 in Local Transportation Funds – Rail.

Background:

San Bernardino Associated Governments (SANBAG), acting in its capacities as the San Bernardino County Transportation Commission and San Bernardino County Transportation Authority acquired approximately 58.8 miles of the operating railroad right-of-way within the County of San Bernardino in the early 1990s. Recently, at Board direction and under advice from General Counsel, title to all rail right-of-way has been transferred to and consolidated in the Commission. To allow for the safe and efficient operation of passenger and freight trains, the maintenance of the railroad right-of-way needs to comply with Federal, State, and local regulations regarding weed abatement, fire prevention, fencing/barricades, graffiti abatement and nuisance liability standards. Following the acquisition of the railroad right-of-way in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority to provide property management services. As SANBAG's rail program grew it became necessary to expand and more closely manage the SANBAG railroad right-of-way. As a result in September 2010, the SANBAG Board approved the release of a Request for Proposal (RFP) for the selection of an On-Call Railroad Right-of-Way Property Management Consultant which included both property management and maintenance tasks. In May 2011 the Board approved the award to Epic Land Solutions, Incorporated. The current contract expires on May 31, 2016.

As approved by the Board on December 2, 2015, staff released two requests for proposals, one for On-Call Railroad Right-of-Way Consultant Services and a separate one for On-Call Railroad Right-of-Way Maintenance Services. Contract No. 16-1001409 pertains to the On-Call Railroad Right-of-Way Maintenance Services. The purpose of SANBAG's interest to directly manage On-Call Railroad Right-of-Way Maintenance Services is to help prioritize work assignments along the corridor and help manage limited financial resources to accomplish the necessary

Entity: CTC

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scope of work. There are many external factors that contribute to the need for maintenance activities within the right-of-way. Many are posed by inclement weather conditions, e.g. flooding, excessive vegetation and many are caused by human interaction, e.g. graffiti, dumping, destruction of fencing, etc. Southern California Regional Rail Authority (SCRRA) is primarily responsible for maintenance of right-of-way that is within 20-feet of the track centerline. However, in accordance with Memorandum of Understanding 01021 approved by the SANBAG Board in October 2000, SCRRA does provide some maintenance beyond the 20-foot operating envelope along the active Metrolink corridor. In order to supplement the maintenance activities of SCRRA and address the needs along the non-operating railroad right-of-way, SANBAG issued Request for Proposal 16-1001409 on February 5, 2016 for Railroad Right-of-Way Maintenance Services.

Summary of Evaluation Process:

The Request for Proposal (RFP) 16-1001409 was released on February 05, 2016, and was sent electronically to vendors registered on PlanetBids. The solicitation was issued in accordance with current SANBAG policies and procedures for Consulting Services. Twenty (20) firms downloaded the RFP Packet from PlanetBids and showed interest in the project.

The RFP was posted on SANBAG's website in response to a request from Director of Transit and Rail to engage a firm to assist SANBAG with Right of Way Maintenance of Way Services for the San Gabriel, Baldwin Park and Redlands Subdivisions. The Contractor shall maintain the appearance of the property, facilities and structures (bridges, retaining walls and signs); in compliance with Federal Railroad Administration (FRA), California Public Utilities Commission, and the various municipal code requirements of the local agencies within the County of San Bernardino.

On February 16, 2016, SANBAG held the Pre-Proposal Conference for the RFP and was attended by four (4) firms and the list of attendees was disseminated as Addendum No. 1. On January 22, 2016, SANBAG responding to questions received by the RFP due date and provided answers disseminated as Addendum No. 2.

Two (2) 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 finding that both proposals met the requirements outlined in the RFP.

March 08, 2016 - The proposals were disseminated to all evaluation committee members along with a copy of the Score Sheets, the Declaration of Impartiality, and Confidentiality form. The Evaluation Committee consisted of two SANBAG staff members as well as a staff member from Riverside County Transportation Commission.

March 15, 2016 - Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on March 15, 2016 and discussed each proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria; Qualifications of the Firm – 30 Points, Management Approach – 30 Points, Technical Approach/Work Plan – 25 Points, and Price Proposal – 15 Points. Both firms were shortlisted and selected for interviews.

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

March 23, 2016 - Interviews were conducted with the short-listed firms. Interviews were 50 minutes in length, which consisted of a 10-minute ‘opening statement’ by the firms, followed by 40 minutes of questions and answers. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the technical and interviews, is 40% for the technical submission or proposal and 60% for interviews.

The Committee considered both Offerors qualified to perform the work specified in the Request for Proposals. The highest ranked firm selected for the RFP is Joshua Grading & Excavating based on the following reasons: The firm was able to demonstrate their familiarity with the project, identifying concerns, and giving rationale solutions. The firm understood the objective and importance of properly maintaining the right-of-way corridor. The firm ensures a dedicated staff to fulfill the needs of this contract with the willingness to work closely with SANBAG to establish an efficient and effective work plan to maintaining budget goals.

As a result of the scoring, the evaluation committee recommends that the contract to perform the scope of work as outlined in the Request for Proposals 16-1001409, be awarded to Joshua Grading & Excavating, Inc., the firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

The Commission’s rail assets include a portion of the Pasadena Subdivision formerly owned by the Atchison, Topeka and Santa Fe Railway (Santa Fe Railway) now operated by SCRRA as the San Gabriel Subdivision, and the Redlands Subdivision also formerly owned by the Santa Fe Railway. This Corridor is operated by SCRRA, for the Metrolink commuter trains, the National Railroad Passenger Corporation’s (Amtrak) passenger trains and freight trains by the Burlington Northern Santa Fe Railway (BNSF), and the Union Pacific Railroad (UPRR). Additionally, the Commission owns the Baldwin Park Subdivision formerly owned by Southern Pacific (now UPRR), which at this time has active rail only on approximately two and a half miles of the Rialto Industrial Spur between UPRR’s Colton Cut-Off near UPRR MP 537.9 and Cactus Ave. in Rialto near MP 535.4. Much of the remaining Baldwin Park Subdivision is licensed for the Pacific Electric Trail by the various cities adjacent to the right-of-way. The width of this right-of-way varies from 80 feet to 100 feet and most of the maintenance is done by the cities under their licenses with SANBAG. In addition, the Commission recently purchased Main Track #4, line segment 7202 of the San Bernardino Subdivision approximately from MP 0.09 to MP 2.2, and its associated land and appurtenances from BNSF. This section of track is commonly referred to as the “Shortway”.

Financial Impact:

This item is not consistent with the SANBAG Fiscal Year 2015/2016 Budget. A budget amendment is requested under Recommendation C.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the contract.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

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Approved
Board of Directors
Date: May 4, 2016
Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001409 Amendment No.: _____ Vendor No.: 01121
 Vendor/Customer Name: Joshua Grading & Excavating Inc. Sole Source? Yes No
 Description: Right of Way Maintenance Services
 Start Date: 6/1/2016 Expiration Date: 5/31/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 4,000,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 4,000,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 4,000,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 5/4/2016
 Board of Directors Action: _____

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Theresa Armistead

Attachment: Copy of 16-1001409 CSS (2755 : Award On-Call Railroad Right-of-Way Maintenance Services)



**Price List – Attachment B for: RFP No. 16-1001409
(Time and Materials)**

Key Personnel

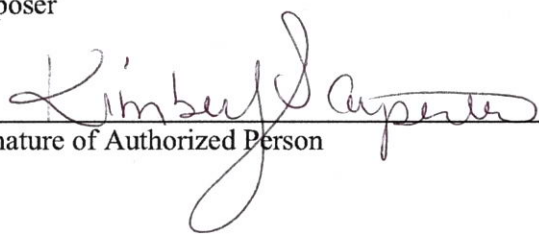
Name	Classification/Title	Job Function	Hourly Rate	
	Project Manager	plan & direct project	\$	75.85
	Foreman	coordinate project activities	\$	75.14
	Operator group 2	operate equipment	\$	93.23
	EIC	provide protection for work activities	\$	72.30
	Contract Administrator	billing, document work, administrative	\$	46.86
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Other Direct Cost Schedule (ODC)
All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
5 gal concrete paint	\$	42	\$	13,104 / yr
fence posts	\$	3.10/ft	\$	1,612 / yr
chain link mesh	\$	8.28/ft	\$	1,291 / yr
herbicide 1.67gal	\$	77.91	\$	9,993 / yr
dump fees/ avg price per load	\$	70	\$	12,480 / yr

Joshua Grading & Excavating

Proposer _____


 Signature of Authorized Person

4/5/16
 Date

Attachment: 16-1001409 Fee without names (2755 : Award On-Call Railroad Right-of-Way Maintenance Services)

Exhibit A

Scope of Work

On-Call Railroad Right-of-Way Maintenance of Way

Provide railroad right-of-way maintenance of way services on an as-needed basis in support of COMMISSION's Transit and Rail Programs on the 58.8 miles of railroad right-of-way owned by COMMISSION as identified on the attached COMMISSION Railroad Rights of Way Exhibit. Such railroad right-of-way maintenance of way services shall include maintenance of way activities for COMMISSION owned right-of-way along the San Gabriel Subdivision, the Redlands Subdivision, the Baldwin Park Subdivision and the Shortway. CONSULTANT shall act proactively under the terms of this Scope of Work, and shall coordinate with and take direction from and through COMMISSION'S Project Manager. COMMISSION may add to or remove portions of the right of way subject to this Scope of Work as conditions change during the term of the agreement. COMMISSION and CONSULTANT shall negotiate any reasonable change in compensation related to any such adjustment.

Maintenance of way on all active rail line segments, whether passenger or freight, owned by COMMISSION is currently performed by SCRRA for right-of-way within 20 feet of centerline of track ("Metrolink ROW"). COMMISSION's Project Manager shall coordinate with SCRRA regarding maintenance work within the Metrolink ROW. CONSULTANT shall be responsible for maintenance of way outside of Metrolink ROW on all such active segments and for the entire width of COMMISSION's inactive or out-of-service right of way, except where maintenance is provided by a third party under license or other agreement. CONSULTANT shall notify COMMISSION's Project Manager promptly of any information it receives regarding unsafe conditions, attractive nuisances or other negative conditions on or along COMMISSION's right-of-way, whether within CONSULTANT's area of responsibility hereunder or not.

The San Gabriel Subdivision is operated by Southern California Regional Rail Authority (SCRRA), with train speeds up to 90 mph, for the Metrolink commuter trains, the National Railroad Passenger Corporation's (Amtrak) passenger trains and freight trains by the Burlington Northern Santa Fe Railway (BNSF), and the Union Pacific Railroad (UPRR). The Metrolink San Gabriel Subdivision runs from downtown Los Angeles east to San Bernardino. It starts at control point (CP) Pasadena Junction which is SCRRA Mile Post (MP) 0.9 at Union Station and ends at the Metrolink San Bernardino Station (Santa Fe Depot) at SCRRA MP 56.2. COMMISSION owns the right-of-way beginning at SCRRA Mile Post 34.0 at the Los Angeles/San Bernardino County line in Montclair. The average width of the railroad right-of-way is 100 feet from property line to property line.

The Redlands Subdivision starts at the San Bernardino Santa Fe Depot and runs 13.2 miles to the east. It currently supports BNSF freight service from MP 0 to MP 4 which is maintained by SCRRA. There is an ongoing construction project on from MP 0 to MP 1 to support implementation of Metrolink commuter trains starting at the end of 2016. The track is active

from MP 0 to MP 4. The track is out of service between MP 4 and MP 13.2. Additionally, there is approximately 9 acres of fragmented, inactive right-of-way, surplus parcels along the historical alignment, throughout the City of San Bernardino and City of Highland, still owned by COMMISSION. The width of the railroad right-of-way varies from 50 feet to 100 feet from property line to property line.

The portion of the Baldwin Park Subdivision that COMMISSION owns runs from the Los Angeles/San Bernardino County line in Montclair to Rancho Avenue in the City of San Bernardino. Currently there is active freight service for approximately 2.5 miles of the Rialto Industrial Spur between UPRR's Colton Cut-Off near UPRR MP 537.9 and Cactus Ave in the City of Rialto near MP 535.4. This segment is considered an active rail line, subject to SCRRRA maintenance. Maintenance activities outside the Metrolink ROW for this active 2.5 mile segment are the responsibility of the CONSULTANT, but shall be subject to coordination with UPRR. Much of the remaining Baldwin Park Subdivision is licensed for the Pacific Electric Trail by the various cities adjacent to the right-of-way. The width of the right-of-way varies from 80 feet to 100 feet with the majority of the maintenance being done by the cities under license agreements with COMMISSION.

COMMISSION also has recently purchased Main Track #4, line segment 7202 of the San Bernardino Subdivision approximately from MP 0.09 to MP 2.2, and its associated right of way land and appurtenances from BNSF. This length of ROW is commonly and hereinafter referred to as the "Shortway". The Shortway runs from the Metrolink San Bernardino Station (San Bernardino's Santa Fe Depot) approximately 2.1 miles southwest toward the Metrolink Eastern Maintenance Facility located in Colton, California. The CONSULTANT is responsible for maintenance outside the Metrolink ROW on this segment.

To allow for the safe and efficient operation of passenger and freight trains, the railroad right-of-way needs to comply with Federal, State, and local regulations regarding weed abatement, fire prevention, and nuisance liability standards. CONSULTANT will need to meet all SCRRRA's training and certification requirements within 45 days after the execution of the contract. It is the CONSULTANTs responsibility to ensure all applicable Federal, State, and local regulations, training, and certification requirements are met.

Specific work projects may be authorized by the COMMISSION Project Manager, who shall have the discretion to determine which projects will require a written Contract Task Order and which may be authorized in the normal course of business by vocal or telephonic approval, email or other means of communication.

The CONSULTANT shall maintain the appearance of the property, facilities and structures (bridges, retaining walls and signs); in compliance with Federal Railroad Administration (FRA), California Public Utilities Commission, and the various municipal code requirements of the local agencies within the County of San Bernardino.

Services shall consist of weed abatement & vegetation control (fire hazard prevention); herbicide & pesticide applications; removal of debris & trash; abatement of encampments, illegal structures and shelters, belongings and related items, materials and substances associated with transient or homeless persons trespassing upon the ROW; fencing and barricade installation and/or repairs; drainage repairs; graffiti abatement & control; tree trimming & removals; and installation/maintenance/repair of railroad signage. The removal of hazardous materials shall be coordinated with a licensed hazardous materials contractor.

All work shall be done in compliance with all applicable public and worker safety laws and regulations, including without limitation, applicable Cal/OSHA standards. CONSULTANT shall maintain all required documentation available at the scope task site for review by the COMMISSION's representative.

The CONSULTANT shall provide all materials and equipment for the services specified.

Weed Abatement & Vegetation Control - Weed abatement and vegetation control, shall be performed in accordance with California Health and Safety Codes and municipal code requirements of the County of San Bernardino. The purpose of this service is to prevent fire hazards posed by vegetative growth and accumulation of combustible materials. Except as noted below, vegetation and weeds should be regulated and cut so as to not exceed 6 inches in height within the right-of-ways, and shall be kept at 3 inches when 0 to 100 feet from structures. Weed abatement shall be by mowing, gas powered weed trimmers or by use of hand tools, to augment the herbicide program. CONSULTANT shall dispose of vegetation and/or weeds (including cut brush).

Decorative landscaping, erosion control, vegetation, and natural vegetation in open space areas, which is more than 20 ft. from centerline of track, will be removed at the direction of COMMISSION's Project Manager.

Herbicide and Pesticide Application - Herbicide application will be a pre-emergent application in the fall and spot treatments of contact herbicides on an as necessary basis during the Summer and late Fall. Herbicide application shall be completed by a Certified Pest Control Applicator, under the supervision of a Pest Control Advisor. All personnel shall be licensed, by the State of California and all work will have written Pest Control Recommendations - submitted to the County Agricultural Commissioner in accordance with applicable regulations. COMMISSION's Project Manager will confer with the Pest Control Advisor to determine the best chemical and rate of application on an individual parcel basis. This work is supplemental to herbicide control currently performed by SCRRA's Track, Structures and Right-of-Way Maintenance Contractor, under separate contract. The COMMISSION's Project Manager will identify areas that require Herbicide Control.

COMMISSION's Project Manager shall be notified at least one week in advance of the time set for application of any chemicals so that a COMMISSION representative may witness the application.

The notification shall include all related MSDS certifications for all herbicides, pest control, and other chemical materials.

Clean-Up of Debris and Trash (non-hazardous waste) - Contractor shall pick-up all debris and trash, on the right-of-ways, and will remove and dispose of vegetation and refuse at specified dump sites within San Bernardino County. Materials to be removed may include, but are not limited to, broken concrete, asphalt, construction debris, scrap metal, furniture, appliances, automobile parts, shopping carts, tires, trees, dead vegetation, dead animals, bagged or loose trash. Individual items will be handled manually within Occupational Safety and Health Administration (OSHA) guidelines. Items removed which may be potentially hazardous, must be done so appropriately, under such guidelines.

All dump fees associated with maintenance services on the right-of-ways will be reimbursed at cost.

Abatement of Homeless Encampments, etc. - Abatement of encampments, illegal structures and shelters, belongings and related items, materials and substances associated with transient or homeless persons trespassing upon the ROW shall be carried out in coordination with applicable local law enforcement and in accordance with direction from COMMISSION and its legal counsel, which may require consultation and coordination with recognized service agencies and/or advocacy organizations serving the homeless population, in appropriate cases.

Fence and Barricade Installation, Repairs and Minor Upgrades - Work shall consist of new fence installation, repair to existing, and incidental upgrades to: welded wire mesh, chain link, post and cable, and any other fencing or barrier repairs as may be required. The frequency of fence repair is dependent upon vandalism and/or accidents which occur along the right-of-way. New fence material shall be chain link, welded wire mesh, or a COMMISSION-approved equivalent. New fence installation will be at the direction of COMMISSION's Project Manager.

Drainage System and Maintenance Repairs - CONSULTANT shall remove silt, drift, and/or obstructions, from drainage channels, and restore erosion damage, upon direction of COMMISSION's Project Manager. The removal of vegetation and/or debris will be done in a manner which preserves the functional performance of all drainage facilities and in a manner that does not create depressions in the ground capable of ponding water. CONSULTANT will also be required to maintain COMMISSION's railroad right-of-way vehicular access roads, removing any obstructions and repairing erosion damage.

CONSULTANT shall place erosion prevention materials (i.e. sandbags, silt fence, fiber rolls, etc.) along areas of right-of-way where potential flooding of adjacent properties may occur at COMMISSION's Project Managers direction. This shall be done prior to any inclement weather, if possible. COMMISSION's Project Manager may request Contractor's crew work outside of normal scheduled days during times of excessive inclement weather.

Graffiti Abatement & Control - CONSULTANT shall control graffiti through painting or cleaning on structures, walls, fences, signs, bridges and abutments, under the direction of COMMISSION's Project Manager. Paint shall be applied by roller, brush, or spray apparatus, (including extension arms from 10' to 25'), when requested. CONSULTANT shall use water-based paint, except on roadway signs, where chemical cleaners will be used. (CONSULTANT will consult with COMMISSION's Project Manager for situations where cleaning is ineffective, and may be directed to utilize other cleaners or to apply aluminum paint.) Application of paint or cleaning of graffiti will be performed so as to preserve railroad operating information on signs, and structures (only as directed) (e.g. speed signs, milepost signs, and roadway signs). Graffiti removal on aluminum signal houses and apparatus' will be handled by SCRRA Signal forces.

Photos and Documentation - CONSULTANT shall photograph graffiti prior to removal. Photos are to be entered into the San Bernardino County Sheriff's Dept., Tracking Automated and Graffiti Reporting System (T.A.G.R.S.) Program database. This can either be done immediately, through the use of a Smartphone with GPS software or manually once at a computer with internet access. The T.A.G.R.S Program was created and is used by law enforcement as well as outside agencies in order to have one centralized location for tracking all areas (input into system) and costs associated with each area/time of removal.

Tree Trimming and Removals - CONSULTANT shall trim and/or remove trees in order to maintain clear visibility of railroad signals and grade crossings, as well as those on COMMISSION's property causing harm to adjacent property/facilities/etc. CONSULTANT shall provide labor and equipment necessary to clear areas where required in order to maintain the right-of-ways and railroad signals, unobstructed. Work will consist of tree trimming and/or removals, occasional tree replanting, pole line removal and transport and brush removal. Due to the inaccessibility of certain properties, some trees may need to be climbed with the aid of ropes and others may require use of boom truck with a standard bucket lift, in order to be trimmed. Fall Protection shall be used where required.

Tree Work Safety - The CONSULTANT shall perform their work method in compliance with federal standards, local city ordinances and requirements, and CCR Title 8 (Cal/OSHA), Article 12. Tree Work, Maintenance or Removal Standards, and Subchapter 13, Logging and Sawmill Safety Orders, Article 5. Falling and Bucking as applicable to scope. The CONSULTANT shall fully understand and comply with the applicable Cal/OSHA standards and maintain required documentation available at the scope task site for review by the Authority's representative.

Maintenance, Repair and/or New Installation of Property and No-Trespassing Signs - Maintenance of existing property and no-trespassing signs within the COMMISSION's owned property shall consist of cleaning (wiping clean, or by chemical cleaner) signs to remove graffiti or other substance hindering visibility of words. Repair will consist of correcting bent or broken posts and replace missing hardware (anti-vandalism type). Repair to existing signage is required prior to replacing with new. CONSULTANT shall provide necessary chemicals for removal of graffiti from signs, as well as other materials required to perform this task.

Pest/Insect Control - CONSULTANT shall perform, on a case by case basis, reasonable

pest/insect control to maintain the railroad right-of-way free of pests/insects.

Flagging - CONSULTANT will have available an Employee in Charge (EIC)/Flagman as needed, to provide protection for other municipalities or COMMISSION staff that may need access to the operating right-of-way.

Public Works Contracts Code - In cases where the cost of work covered by public works contracting requirements under the Public Contracts Code or other state law (including, without limitation, installation or repair fencing, work on drainage and/or drainage facilities, and/or construction or demolition of structures within the ROW) would equal or exceed \$25,000, state law requires such a project to be performed pursuant to a public works contract awarded to the lowest responsive and responsible bidder. CONSULTANT shall promptly notify COMMISSION whenever CONSULTANT believes that any potential such instances, and CONSULTANT shall cooperate fully with COMMISSION, shall assist in preparing specifications and other bid documents at COMMISSION's request, and shall cooperate and coordinate with the selected CONSULTANT. CONSULTANT acknowledges that if CONSULTANT assists COMMISSION in such pre-bid matters, CONSULTANT shall not be eligible to bid on that project. CONSULTANT shall consult with and follow COMMISSION's instructions with respect to the determination of when a project will or may be subject to such a separate bidding process.

Except to the extent public works are separately bid and awarded to third parties as provided above, the CONSULTANT shall provide all materials and equipment for the services specified above.

LABOR SKILLS AND STANDARDS OF PERFORMANCE

Performance standards shall apply to CONSULTANT in the performance of any subsequent work or specialized trades herein, including any sub-consultants that may be employed by the CONSULTANT.

Failure to begin and diligently prosecute the services as further described herein may be considered grounds for termination of the contract. It will be the CONSULTANT's responsibility to obtain the necessary labor, materials, and/or sub-consultant resources to complete the assignment(s).

If any person employed by the CONSULTANT, or employed as a sub-consultant, should fail or refuse to carry out the work or shall appear to be incompetent or to act in a disorderly manner, he/she shall be removed from all work under this agreement immediately upon the request of the COMMISSION and such person shall not again be employed for any services for the COMMISSION.

The CONSULTANT is responsible for determining the correct number of personnel (estimated at 4 plus a foreman), labor classifications, and equipment necessary to complete the work.

Key Personnel

The CONSULTANT shall provide resumes of proposed qualified staff and references, as indicated.

Project Manager

Duties:

Plans, directs, and coordinates the activities of the CONSULTANT (including all sub-consultants) in performance of the Services to assure compliance with Agreement terms and conditions, applicable regulations, COMMISSION standards, and budgets. Serves as the point of contact for COMMISSION staff for all matters relating to the Agreement. Reviews, annual budget and work plan, training schedule, invoices. Supervises, promotes, manages, transfers, and disciplines CONSULTANT staff and arranges with COMMISSION for replacement personnel in the event of vacancies.

Minimum Requirements:

- Desire 10 years' experience in supervising or directing the work of others engaged in railroad right of way maintenance and five years' experience in managing construction and/or maintenance.
- Knowledge of 49 CFR 214 Subpart C- Roadway Worker Protection and SCRRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS and all safety requirements.
- Knowledge of the safe and proper procedures for maintenance within operating railroad environment.
- Knowledge of the safe and proper procedures hand and power tools maintenance equipment.
- Must be able to demonstrate ability to communicate in written and verbal English language with prior record keeping experience.

Supervisor/Foreman

Duties:

CONSULTANT shall designate an employee (supervisor/foreman) as a primary point of contact and have the authority to act for the CONSULTANT. Foreman is required to assist and coordinate the activities of the right-of-way maintenance crew on the San Bernardino and Olive Subdivisions, that is in active use by passenger and freight trains by arranging for the materials, tools, and equipment required for the maintenance services, arranging for protection of workplace, coordinating with other SCRRRA CONSULTANT's, Metrolink Operation Center (MOC), and affected public agencies, training employees in proper work methods,

communicating with trains and MOC regarding train movements through the work area, inspecting work methods and site conditions for safety conditions and efficiency of use of labor and material, and preparing documentation of work performed and resources (labor, material, equipment, and supplies) used.

Minimum Requirements:

- Desire three to five years of railroad right-of-way maintenance experience and/or construction including at least two years of experience in supervising or directing the work of others engaged in railroad right of way maintenance. SCRRRA approval may be required.
- Must demonstrate previous experience and certification of 49 CRF 214 Subpart C- Roadway Worker Protection, 214.353 - Training and qualification of roadway workers who provide on-track safety for roadway work groups.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRRA applicable rules and regulations) as an Employee-in –Charge (EIC).
- Must be able to demonstrate ability to communicate in written and verbal English language with prior record keeping experience.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 Ibs and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Knowledge of the safe and proper procedures for operating maintenance hand and power tools.

Equipment Operator

Duties:

Operates and performs operator-level duties of smaller equipment and rubber tired off-equipment such as a backhoe, skip loaders, and skid steers. May work as a member of a crew or independently.

Minimum Requirements:

- Desire one to three years' experience in the operation of rubber tired equipment used in the course of railroad maintenance and/or construction. SCRRRA approval may be required.

- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRRA applicable rules and regulations) as an EIC. (Not required at time of proposal submission).
- Knowledge of safe and proper procedures for operating this equipment
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Ability to communicate in the written and verbal English language.

EIC/Flagman

Duties:

Provides protection for the work activities of other parties engaged in work on the railroad right-of-way by performing safety briefings and issuing instructions to these parties, coordinating this work with the MOC, communicating by radio with train operators to authorize train movement through work area, observing railroad tracks for approaching trains, issuing audible warnings to workers concerning the approach of trains, directing the discontinuance of specific work practices until after train(s) have passed work location, observing work practices of the other parties, observing the workplace for unsafe conditions, and installing and removing temporary signs for the control of train movements. Railroad Worker Protection Safety trained under SCRRRA requirements.

Minimum Requirements:

- Preferred one year experience providing on-track safety for roadway work groups.
- Must demonstrate previous experience and certification of 49 CFR 214 Subpart C- Roadway Worker Protection, 214.353 — Training and qualification of roadway workers who provide on-track safety for roadway work groups.
- Must be able to meet the requirements of 49 CFR 214 Subpart C- Roadway Worker Protection, as well as SCRRRA'S MAINTENANCE OF WAY OPERATING RULES and INSTRUCTIONS. Must be able to qualify (under all SCRRRA applicable rules and regulations) as an EIC.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- Ability to communicate in the written and verbal English language.

Qualifications applicable to all positions:

Minimum Requirements:

- Must meet all SCRRRA's safety training requirements and maintain certifications.
- Able to communicate in written and verbal English language. Required to pass pre-employment physical examination which includes blood and/or urine testing.
- Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.
- The appropriate licensing; professional experience, academic training, and technical skills for the assigned work.

Training:

All CONSULTANT and sub-CONSULTANT employees, working on the ROW, are required to complete railroad safety training, (to be provided by COMMISSION one time annually), wear all applicable, personal protection safety equipment, and at all times follow all railroad safety rules.

COMMISSION will provide initial SCRRRA required safety training for staff identified in the proposal. Any employee that fails to meet the standards shall not be approved for work on COMMISSION owned operating right-of-ways, under this contract.

WORK PLAN

The CONSULTANT shall establish, develop, maintain and implement a work plan that; provides an organizational chart of the project team and identifies their respective responsibilities; identifies all resources necessary to complete the work; identifies any resources provided by Sub-CONSULTANTS; and any outlines management tools that will be utilized to manage the work.

Quality Control Plan (QCP)

The Quality Control Plan should include management's role and commitment to quality work, while optimizing cost and schedule performance. It shall describe implementation of policies, procedures and processes that ensure work is performed to the specifications, including a corrective action plan should corrections be necessary, and the methods in place to ensure non-recurrence.

Workmanship

CONSULTANT shall provide workers who are fully trained to the skill level necessary to complete a given job in a satisfactory manner. CONSULTANT warrants that employees shall

have all appropriate training needed for the work; have sufficient skill, knowledge and experience to perform such work; have tools and equipment appropriate for the given work; and that all contract work is performed in a safe, professional and workmanlike manner.

CONSULTANT will not substitute any employee for another unless both have been trained equally, and at such time still current within such training. Training costs due to employee changes, requested by CONSULTANT, will be at the CONSULTANT's expense.

Non-Conforming Work

The Authority may reduce payment for any of the following; non-compliant work, noncompliant work left in place; corrective work or unauthorized work.

Emergency Work

CONSULTANT and Sub-CONSULTANTS must have 24-hour contact number(s) and an acceptable means of emergency "on-call" communication with the COMMISSION's Project Manager.

Four (4) hour response time may be required in cases of emergency and within one (1) hour in cases where train operations are halted.

Unsafe Conditions

CONSULTANT and or its Sub-CONSULTANT are to immediately notify the COMMISSION's Project Manager of any unsafe or questionable condition that exists on the right-of-way. Project Manager will then notify the necessary parties.

If the condition poses immediate danger to rail operations, the CONSULTANT shall notify the MOC, then COMMISSION's Project Manager.

SCHEDULE

The CONSULTANT shall submit a weekly schedule each Friday, for anticipated work to be performed by following week including location by mile post (MP). Any deviations must be discussed and approved by COMMISSION's Project Manager.

CONSULTANT and/or sub-consultant shall respond and perform non-emergency as-needed work request from the COMMISSION's Project Manager within one (1) working day, except in cases of emergency, where an immediate response may be requested.

Daily Work Log

CONSULTANT will maintain a daily work log. This log will record the type of work completed by location, personnel and equipment used, direct cost, and any other information COMMISSION's Project Manager shall require. CONSULTANT shall provide copies of or access to all daily work logs immediately upon request by COMMISSION's Project Manager.

Monthly Report

In addition to the terms of the Agreement, CONSULTANT shall submit a monthly report to include:

- Provide daily work logs as back-up to invoices submitted for payment;
- Itemization of the materials used and corresponding vendor's invoice copies;
- Direct cost of labor;
- Equipment rental charges;
- Workers' certified payrolls;
- Equipment used; size, type and identification no.
- Attach a summary sheet for the hours expended for each task for each month and total project to date

EQUIPMENT

The CONSULTANT's equipment shall be in good repair and able to operate efficiently and safely. All equipment used in the performance of this contract shall be in operable condition and meet the local, state and federal safety requirements. All equipment used shall be inspected and serviced regularly. The inspection and service records shall be available upon request. All vehicles shall be registered, licensed, insured and operated by a licensed driver. All vehicles shall follow laws regarding parking, driving, and licensing.

The CONSULTANT's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the COMMISSION Project Manager shall direct the CONSULTANT to remove such Equipment and/or operation until the deficiency is corrected to the satisfaction of the COMMISSION Project Manager.

The COMMISSION Project Manager may inspect the CONSULTANT's equipment and tools at any time. The daily anticipated equipment necessary to perform this work, but not limited to;

- One (1) Foreman/supervisor pick-up truck.

- One (1) Crew truck.
- One (1) truck with automatic dumping capability with a minimum hauling capacity of 6 cubic yards.
- Hand and power tools consisting of weed trimmers, chain and pole saws, hedge trimmer, but not limited to; with a value of \$500.00, shall be considered part of the CONSULTANT s overhead cost.
- The anticipated heavy equipment necessary to perform this work including, but not limited to the following;
 - Backhoe
 - Dozer-D4 or equal
 - Skip loader with a 4 in 1 bucket
 - Street sweeper, and skid steer with attachments

IMPORTANT NOTICE: Unless equipment rates are specifically identified in the Agreement, reimbursement for equipment rental will be either at the CALTRANS published rates within “Labor Surcharge and Equipment Rental Rates” or the actual rental rate, whichever is less. Equipment rental payment is full compensation for rental equipment costs, including moving rental equipment to and from the site using its own power. For rental equipment that cannot be transported economically using its own power, no transport cost will be paid.

Minute Action

AGENDA ITEM: 12

Date: May 4, 2016

Subject:

Award On-Call Railroad Right-of-Way Consultant Services

Recommendation:

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

A. Approve Contract No. 16-1001412 with Epic Land Solutions, Inc. for a five year term in an amount not-to-exceed \$2,550,000.00 for Railroad Right-of-Way Property Management Services. The Commission may extend the original term of the Contract for two (2) one-year option terms at an estimated cost of \$470,000 per year.

B. Approve an allocation of Local Transportation Funds – Rail in the amount of \$2,600,000 for Contract 16-1001412 as well as for Weed Abatement activity notices.

C. Approve a budget amendment to Task 0377 – Commuter Rail Operating in the amount of \$50,000, funded with Local Transportation Funds – Rail.

Background:

San Bernardino Associated Governments (SANBAG), acting in its capacities as the San Bernardino County Transportation Commission and the San Bernardino County Transportation Authority acquired 58.8 miles of railroad right-of-way and has over 1,300 grants-of-use agreements. Recently, at Board direction and under advice from General Counsel, title to all rail right-of-way has been transferred to and consolidated in the Commission. Following the acquisition of the railroad right-of-way in 1994 SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority to provide property management services. As SANBAG's rail program grew it became necessary to expand and more closely manage the SANBAG railroad right-of-way. As a result in September 2010 the SANBAG Board approved the release of a Request for Proposal for the selection of a Railroad Right-of-Way Property Management Consultant. The current contract for this work, which includes both property management and maintenance, expires on May 31, 2016. As approved by the Board in December 2015, staff released two requests for proposals, one for On-Call Railroad Right-of-Way Consultant Services and a separate one for On-Call Railroad Right-of-Way Maintenance Services. Contract No. 16-1001412 pertains to the On-Call Railroad Right-of-Way Consultant Services.

In an effort to manage the properties within the right-of-way in a comprehensive manner, the SANBAG Board approved the issuance of a Notice of Request for Proposals 16-1001412 to provide on-call railroad right-of-way property management services in support of SANBAG and in compliance with SANBAG Rail Property Policy No. 31602. The scope of railroad right-of-way property management services includes the monitoring of uses and any risk assessment of the right-of-way to maintain safe conditions for all operating and non-operating rail corridors.

Entity: CTC

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The selected consultant would provide support to SANBAG's administrative procedures to manage the issuance of various land use instruments that include, but are not limited to: licenses, leases, franchises, easements, and permits. This scope includes all of the accounting and computer programming relating to the collection of rents and fees. At present, a consultant has sole responsibility for the control and maintenance of the property management software systems. The recent creation of a right-of-way staff position will analyze alternative methods of operating an independent property management system in an effort to control costs and increase efficiencies in operation. The consultant shall conduct periodic physical inspections of the right-of-way to remove any encroachments and aid with the maintenance requirements of various government entities. In addition, the existing inventory of surplus properties will be under the consultant's duties to appraise and recommend appropriate methods of disposition.

Summary of Evaluation Process:

The Request for Proposal (RFP) 16-1001412 was released on Friday, January 15, 2016, and was sent electronically to consultants registered on 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 the Director of Transit and Rail to engage a firm to provide Railroad Right-of-Way Property Management Services. A Pre-Proposal meeting was held on January 21, 2016, with only one firm in attendance.

Addendum No. 1 was issued on Thursday, January 21, 2016, with the list of attendees from the pre-proposal meeting. Addendum No. 2 was issued on February 3, 2016, responding to questions submitted by the due date specified, with SANBAG's answers. Addendum No. 3 was issued on February 04, 2016, notifying firms that the proposal interview date was changed to Tuesday, March 22, 2016.

Only one (1) proposal was received by the date and time specified in the RFP. The activity report from PlanetBids showed thirteen (13) consultants downloaded the RFP. Nine (9) out of the thirteen (13) who downloaded the proposal packet are service agencies providing employment services, leaving four (4) other firms. The Procurement Analyst reached out to the three (3) firms who downloaded the RFP packet but did not submit a proposal. One firm stated that they weren't in a position to submit, they wanted to have a better understanding of SANBAG and did not feel they had a strong enough presence in the Inland Empire. The second firm stated that they only provide appraisals and help with right-of-way acquisitions and land service and the third stated they are a railroad track installation firm and reviewed the RFP because Railroad was in the project title but do not provide property management services.

The Procurement Analyst conducted a responsiveness review of the proposal and found that the proposal complies with all requirements outlined in the RFP.

Thursday, February 18, 2016, the proposal was received and disseminated to the 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 two employees from SANBAG and one from Riverside County Transportation Commission.

Tuesday, March 1, 2016 - Evaluators concluded their individual review of the proposal and convened to review, discuss and score the proposal. The Evaluation Committee members met on Tuesday, March 1, 2016, to discuss the proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. The Procurement Analyst provided information

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regarding the reference checks of the firm indicating they had a positive experience with the firm. At the completion of discussions the committee members individually scored the proposal based on the following evaluation criteria: Qualifications, Related Experience and References - 30%, Proposed Staffing and Project Organization - 30%, Work Plan - 25%, and Price 15%.

Overall, the evaluation committee scored the firm two hundred and sixty three (263) points out of a possible three hundred (300) points. The proposal was well written, very clear and concise, making it easy to read and follow. The committee engaged in discussion addressing minor variances in the evaluation scores for a consensus from the committee to recommend awarding the contract to Epic Land Solutions, Inc. Full details of the scores are included in the Contract Audit File.

Financial Impact:

This item is not consistent with the SANBAG Fiscal Year 2015/2016 Budget. A budget amendment is requested under Recommendation C.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the contract.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001412 Amendment No.: _____ Vendor No.: 02727
 Vendor/Customer Name: Epic Land Solutions, Inc. Sole Source? Yes No
 Description: Right of Way Property Management
 Start Date: 6/1/2016 Expiration Date: 5/31/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 2,550,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 2,550,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 2,550,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 5/4/2016
 Board of Directors Action: _____

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Theresa Armistead

Attachment: Copy of 16-1001412 CSS (2754 : Award On-Call Railroad Right-of-Way Consultant Services)

Exhibit “A”
16-1001412
Scope of Services

On-Call Railroad Right-of-Way Property Management

Provide railroad right-of-way property management services on an as needed basis in support of the San Bernardino County Transportation Commission (“COMMISSION”) Transit and Rail Programs and in compliance with SANBAG Rail Property Policy 31602. Such railroad right-of-way property management services shall include monitoring, risk management and financial procedures for the maintenance of railroad right-of-way properties, maintaining existing databases and property management files, assess and report deficiencies, make recommendations to COMMISSION, implement corrections, establish a comprehensive property management program and any property related tasks as may be requested by COMMISSION. The Consultant will then assist in the management of property interests including licenses, leases, franchises, easements, permits, and other related agreements on an ongoing basis. In addition, the consultant shall continually inspect the right-of-way and remove or cause to be removed encroachments or negotiate leases, licenses or other appropriate agreements with the encroaching entities. The consultant shall aid in maintaining the property to the extent that COMMISSION is in compliance with government requirements. To date COMMISSION owns 58.8 miles of railroad right-of-way and has over 1,300 approved grants-of-use agreements with various entities along the right-of-way.

Railroad right-of-way property management services to be provided include, but are not limited to the following:

I. Evaluate, Organize, and Maintain Property Management Files

1. At the initiation of the assignment, Consultant shall meet with COMMISSION staff to discuss the specific scope of work and approach of all task items including those listed below. All work shall be under sole direction of COMMISSION.
2. The Consultant shall assist in maintaining the established database and filing system, per COMMISSION standards, for all documents that will emphasize organization and accessibility. The database and necessary software shall be stored on the COMMISSION computer network with the Consultant having remote access. At any time this contract is completed or cancelled, the consultant shall make available the software to be licensed by COMMISSION for ongoing use.
3. The Consultant shall perform a site visit for each property, including all properties under lease or license, to ensure property use is consistent with that which is identified in agreements, evaluate potential encumbrances, assure tenant compliance with required insurance coverage and obtain photographs for the files as needed.

4. The Consultant shall prepare and submit for review to COMMISSION staff, monthly reports that describe: rental revenue collected, files reviewed to date, identified deficiencies in those files, identified encroachments, and recommendations for resolution.
5. As necessary with prior clearance by COMMISSION, the Consultant shall interview existing tenants or licensees to resolve deficiencies in leases and licenses.
6. The Consultant shall assist COMMISSION in order to collect back rents and enforce all existing lease and license provisions, utilizing legal procedures as necessary (3-day notices, unlawful detainers, judgments, etc.).
7. Assisting COMMISSION, the Consultant shall draft and negotiate new agreements or revisions to existing agreements with tenants, licensees, and acceptable encroachments in conformity with COMMISSION's standards and procedures.
8. Assisting COMMISSION, the Consultant shall negotiate and prepare master and sub-agreements with utility and pipeline companies. COMMISSION shall execute these through its Board of Directors.
9. Under close coordination and oversight by COMMISSION, the Consultant shall coordinate and review all new leases, licenses and other agreements with Southern California Regional Rail Authority, and Burlington Northern Santa Fe Railroad, and Union Pacific Railroad to ensure that there are no conflicts with existing and future rail operations.
10. The Consultant shall develop procedures to remove unacceptable encroachments.

II. Implement Property Management Procedures

1. The Consultant shall maintain a property management database that will incorporate the current COMMISSION data. The system shall be capable of generating reports on inventory, property status, nature of title, identification and location of all contracts (leases, licenses, permits, etc.) and easements, rents, market value, lease and license expiration dates, encumbrances, encroachments, environmental and/or hazardous conditions, insurance coverage, etc. Any specialized software/license for the database will be purchased by COMMISSION with all data stored on the COMMISSION computer network. The Consultant shall have remote access to said data and software to perform the necessary tasks.
2. The Consultant shall develop and implement a schedule for periodic property inspections.
3. The Consultant shall determine an initial market rent and value for properties.
4. The Consultant shall establish rent collection procedures and maintain related appropriate financial records for COMMISSION. At some point it is COMMISSION's intention to begin receiving fees directly, the Consultant shall assist in this transition when it occurs.

5. The Consultant shall become familiar with COMMISSION master, index and detailed maps for the subject properties, and make a recommendation as to potential programs and/or procedural changes.
6. The Consultant shall develop and maintain a Geographic Information System (GIS) to track information relevant to property management or implement use of the established GIS. The software necessary to perform this task shall be the same as in use by COMMISSION. Maps displaying property status and other valuable information will be generated from the GIS at the request of COMMISSION. All data shall be stored on the COMMISSION computer network and be compatible for use by COMMISSION staff. The Consultant shall have access to existing data to perform the necessary tasks. The Consultant shall work with COMMISSION's GIS/Data management department to establish an information sharing process to regularly update and exchange the GIS files.

III. Manage and Maintain Property Services

1. The Consultant shall screen all proposed new lessees and licensees to ensure creditworthiness prior to entering into an agreement.
2. The Consultant shall assist in the management and maintenance of the licenses, leases, franchises, easements, permits, and other operating agreements related to these properties. Rents and other income from the property contracts shall be maximized to the highest market rental levels consistent with existing economic conditions and in accordance to COMMISSION policy.
3. Through the COMMISSION Transit and Rail staff, the Consultant shall liaise with COMMISSION accounting and legal departments, provide all rents, forms and financial information required and collect delinquencies.
4. Through the COMMISSION Transit and Rail Staff, the Consultant shall liaise with the risk management department to ensure conformity with all applicable requirements, provide requisite property information and review insurance coverage of lessees and licensees to ensure compliance with agreements.
5. The Consultant shall update property value and market rent information on a periodic basis and perform specialized appraisals as requested by COMMISSION and in accordance with COMMISSION policy.
6. Consultant shall perform site visits on a periodic basis to review for encumbrances and encroachments, and assess property conditions.
7. Under close coordination and oversight by COMMISSION, the Consultant shall oversee property maintenance and management functions, including environmental investigations and appropriate remediations.

8. Consultant shall perform all communication necessary, both verbal and written, to carry out the activities identified under this task.
9. Assisting or directed by COMMISSION, the Consultant shall attend meetings, make public presentations to individuals and organizations and represent COMMISSION in presentations and public hearings on all matters pertaining to property management.

IV. Identify and Dispose of Excess Property

1. The Consultant shall review COMMISSION's existing inventory of properties to assess which are needed for current and future projects.
2. The Consultant shall become familiar with existing reports on surplus properties, prepare a list of any additional properties that are recommended to be disposed of and how.
3. With COMMISSION's approval, the Consultant shall coordinate a minimum value appraisal for each property that has been determined to be surplus.
4. Upon COMMISSION's approval, the Consultant working with COMMISSION Transit and Rail Programs staff, shall sell surplus properties, following mandatory government procedures pertaining to the sale of real property by a public agency.

V. Other Services

1. The Consultant shall provide other services required by COMMISSION including acquisitions, budget preparation, security and special studies.
2. The Consultant shall develop a marketing program for all COMMISSION properties to maximize license and lease revenues and reduce costs.
3. The Consultant shall respond in a timely manner to emergency matters, including hazardous materials issues which impact COMMISSION properties.

EPIC LAND SOLUTIONS, INC.
SANBAG Contract 16-1001412
Exhibit "B" - Fee Schedule
Date: March 23, 2016

Project Job Function	Hourly Rate
Project Manager	\$248.36
Property Manager	\$137.08
Principal in Charge	\$232.62
Property Management Advisor	\$170.56
Chief Appraiser	\$255.87
GIS/IT Manager	\$158.95
Principal Advisor	\$232.62
Budget & Financial Controls	\$170.56
Special Projects Manager	\$142.66
Contract Administrator	\$111.28
Real Property Agent/Utility Specialist	\$94.60
Database Analyst	\$89.92
Real Property Agent	\$85.28
GIS & Database Analyst	\$85.28
Project & Admin Support	\$74.80

Rates to be increased annually from the effective date of the contract based on the Los Angeles-Riverside-Orange County CPI-U issued by the U.S. Bureau of Labor Statistics.

OTHER DIRECT COSTS

TYPE	DESCRIPTION	Cost
Mileage	Travel to sites along ROW, team meetings, etc.	IRS Rate
Postage	Delivery of documents, including overnight	At cost
Skyline Property Management Accounting Software	Software to maintain record of rental invoices, rent collections, etc.	\$200 - \$600/Mo (Taking into consideration potential s/w upgrades and inflation over the course of the contract)
EPMA Property Management Database	Database to maintain full record of lease agreements, insurance records, etc. including GIS map data.	\$500/mo. software license fee \$110/hr for new development (subject to annual CPI increase)
Title Reports	As needed under direction of SANBAG for special projects (e.g., Shortway ROW acquisitions)	\$1,000 to \$1,500 per report
Appraisals	ATF reports, plus special project appraisals as directed by SANBAG	\$5,000 to \$15,000 per report
Phase 1 environmental reports	Estimated cost range for a standard report, performed as needed	\$5,000 - \$10,000 per report
Phase 2 environmental reports		TBD based on complexity
Property Surveys	Estimated cost range for a standard survey, performed as needed	\$5,000 to \$10,000 per report

Minute Action

AGENDA ITEM: 13

Date: May 4, 2016

Subject:

Award Redlands Passenger Rail Project - Maintenance Facility Design

Recommendation:

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

- A. Approve Contract No. 16-1001336 with STV Inc., for a three year term in an amount not-to-exceed \$842,910 for Maintenance Facility Design Services on the Redlands Passenger Rail Project.
- B. Approve contingency of an amount not-to-exceed \$85,000 for Contract No. 16-1001336 and authorize the Executive Director or his designee to release contingency as necessary for the Project.

Background:

With the San Bernardino Associated Governments (SANBAG) Board of Directors identifying the Redlands Passenger Rail Project (RPRP) as one of its priority projects and RPRP having cleared environmental review in March 2015, staff is moving forward with the delivery of the project. The implementation of a new passenger rail service is very complex, thus several types of consultants have been identified that will assist SANBAG staff in implementing the project, including program management, main-line final design, right-of-way legal services, and construction management. In addition, assistance is needed by staff to complete the design of the RPRP Maintenance Facility that will provide over-night storage and maintenance services of the rail vehicles for RPRP.

The Maintenance Facility Design Consultant will assist SANBAG staff with performing project concept definition, design services, securing necessary permits, design services during construction, and support services during outreach and coordination with third parties as required for the construction of the RPRP Maintenance Facility. The firm that the Evaluation Committee recommends for contract award based on technical abilities is STV.

SANBAG staff began the process of procuring a Maintenance Facility Design Consultant in September 2015 by releasing a Request for Proposals (RFP) 16-1001336 and posting a notice on SANBAG's website and via the on-line procurement service PlanetBids.

Firms registered on SANBAG's PlanetBids website were notified of the bid opening through an electronic distribution. The solicitation was issued in accordance with SANBAG's procurement policies and procedures for Architectural and Engineering services.

Eighty-seven (87) firms viewed the proposal and of those sixty (60) firms downloaded the RFP Packet from PlanetBids. A Pre-Proposal meeting was held on September 5, 2015 and was

Entity: CTA

attended by twenty-two (22) firms. Addendum No. 1 was issued on September 17, 2015, providing the list of firms attending the pre-proposal conference.

SANBAG received four (4) proposals by the due date and time specified in the RFP. Hatch Mott MacDonald; Lockwood, Andrews, & Newman; Maintenance Design Group; and STV Incorporated (STV) submitted proposals meeting all requirements outlined in the RFP. A responsive review was conducted by the Procurement Analyst and determined that the proposals submitted by all four firms were in accordance with all requirements for the RFP.

Evaluation Committee

The Evaluation Committee was comprised of one technical staff person from SANBAG, Riverside County Transportation Commission, Southern California Regional Rail Authority, and Orange County Transportation Authority. Evaluators concluded their individual reviews of the four (4) proposals and convened to review, discuss, and score the proposals on October 20, 2015. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience and References of the Firm – 30 points; Proposed Staffing and Project Organization – 30 points; and Work Plan – 40 points.

As a result of the scoring, two firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interviews were:

- STV
- Hatch Mott MacDonald

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

On October 29, 2015, interviews were conducted with the short-listed firms. Interviews were 50 minutes in length, which consisted of a 10-minute opening statement, followed by 40 minutes of questions and answers. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the technical proposal and interviews is 40% and 60% respectively.

Evaluation Committee Recommendation Summary:

After consideration of the technical proposal and the interview, the Committee ranked STV first due to demonstrated familiarity with the project, identification of project concerns and providing rational solutions. STV provided innovative ideas and creative suggestions that would help provide a functional facility while maintaining budget goals.

As a result of the scoring, the evaluation committee recommends that the contract to perform the scope of work as outlined in the Request for Proposals 16-1001336, be awarded to STV. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee

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on April 14, 2016. SANBAG General Counsel and Procurement Manager have reviewed and approved this item and the contract.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001336 Amendment No.: N/A Vendor No.: 02120
 Vendor/Customer Name: STV Sole Source? Yes No
 Description: RPRP - Maintenance Facility Design
 Start Date: 5/4/2016 Expiration Date: 6/30/2020 Revised Expiration Date: N/A
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 842,910.00	Original Contingency	\$ 85,000.00
Revised Contract (Inclusive of Prior Amendments)		Revised Contingency (Inclusive of Prior Amendments)	
Current Amendment		Contingency Amendment	
TOTAL CONTRACT VALUE	\$ 842,910.00	TOTAL CONTINGENCY VALUE	\$ 85,000.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 927,910.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 5/4/2016
 Board of Directors Action: Approve Contract No. 16-1001336 for Design of DMU Maint. Facility

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Justin Fornelli

Attachment: SANBAG Contract Summary Sheet (2753 : Award RPRP Maintenance Facility Design)

EXHIBIT “A”

15-1001336 - SCOPE OF WORK

FOR

REDLANDS PASSENGER RAIL

MAINTENANCE FACILITY DESIGN

March 23, 2016

STV Incorporated (STV) shall provide professional, technical, managerial, administrative, and other services as required for the design of the Project to serve the RPRP passenger rail revenue vehicle fleet and house vehicle maintenance staff and necessary vehicle maintenance equipment and materials, both hazardous and non-hazardous. The site shall also house operating department staff and include crew locker rooms, daily operating documents delivery, crew briefing space and offices. The STV shall provide all services necessary including, but not limited to conceptual design and facility layout, plan check approvals for Contractor to pull permits, bid support, design services during construction, and coordination with other SANBAG consultants and contractors to complete the Project. Final design and construction documents shall be prepared for delivery via a “Design, Bid, Build” approach.

The Project will be developed on the current site of the SCRRA Inland Empire Maintenance Facility, as owned by SANBAG, and will comprise a two-bay maintenance facility with associated offices and storage, a train yard with storage and fueling tracks, and a welfare and office building to serve site operations and system crews. The design will not include a trainwasher, but will protect for its installation at a future date, providing the appropriate track alignment and utility infrastructure, (including 1 electrical and communications conduits empty with pull cord, water and sewer) to the extent that it can be anticipated. The site will be developed to accommodate at a minimum four DMUs with preference to fit as many vehicles on site as space and budget will permit. A point of connection will be maintained for a vehicle toilet dump utilizing one of the current dump system should SANBAG determine the need for one in the future. The yard lead will likely need to be modified to conform to the new alignment created by the ongoing double track project, but the intent will be to maintain enough length that the yard can be blue flagged to permit vehicle movements within the yard by mechanical crews. The yard will be protected by a power derail at the throat. Accordingly, and from the perspective of signalization, the yard will be dark.

Assumptions

This proposal assumes the property to be developed is owned entirely by SANDAG. Similarly SANDAG will enter into an agreement with the City of San Bernardino via MOU clarifying permit and plan check requirements. Our operating assumption is plan check approval and permits will only be obtained for utility connections; the fire department will review the development plans; FRA and CPUC will review the track drawings for compliance with clearances. In addition to the submittals specified below, STV will coordinate a review of the development drawings with the PMC and the Herzog operating team in Denton County, Texas, and the BNSF Railway. We assume no need to travel to Denton County to facilitate the Herzog review. Recognizing that Omnitrans is the likely maintainer, STV will coordinate with them to keep them apprised of project developments.

Investigations made throughout the preparation of this proposal indicate that the Stadler 2/6 GTW vehicle would be the best match for the Redlands Passenger Rail service. However, recent conversations with the

manufacturer indicate that this vehicle cannot be made Buy America compliant, to meet FTA funding requirements, at a reasonable cost. STV now believes that the Stadler FLIRT vehicle would be the most logical choice, although its extra length may pose a challenge. Accordingly STV's initial studies will focus on accommodating the extra length at the maintenance facility. In order to maintain the projected schedule and engineering cost, SANBAG shall confirm the vehicle manufacturer and model and shall provide sufficient specifications for the vehicle at or before the fifty percent level of design has been attained by STV.

Environmental review may be required to comply with NEPA and CEQA. A categorical or statutory exemption under CEQA and a categorical exemption under NEPA would be the anticipated environmental clearances. This proposal assumes basic services for application using the existing Record of Determination as the basis. It is possible that additional services may be required to quantify noise and air quality impacts. Public controversy may require additional environmental technical analysis for NEPA or CEQA disclosures. This effort and cost, being undetermined, is not included in this proposal.

Services

The STV services include the design of all facility elements including preparation of plans, specifications, and estimates (PS&E) in English units and in conformance with the latest editions of applicable standards and shall create documents for the procurement of the construction of the Project. Major milestone deliverables shall include, but are not limited to:

- Project Concept and Definition (10%);
- 30% PS&E;
- 60% PS&E;
- 90% PS&E;
- PS&E issued for Construction Package;
- Design Support During Bidding and Construction;
- Any required environmental or building permits; and
- Other technical reports and analysis as necessary.

All designs and specifications shall allow the construction to comply with FTA Buy America requirements. All facilities design work (i.e. buildings) will be prepared in 3D modeling software REVIT. All facilities work will be delivered to SANBAG in the latest version of MicroStation. All site and site systems work shall be completed using the latest version of MicroStation. PDF files will be included in all deliverable packages, with the final deliverable including the REVIT model and MicroStation files, along with hard copy sets or the number required for submittals to agencies and local jurisdictions for review as needed.

STV shall perform all design tasks including but not limited to the following:

1.1 Project Management & Administration

The STV shall establish an organizational structure to coordinate the efforts to complete the Project. The roles and responsibilities of key members of the team shall be clearly identified. Management includes, but is not limited to:

- Coordination of the development of the overall work tasks;
- Management of the schedule, budget, and staff resources;
- Reporting work progress and schedule updates to SANBAG;

- Administering a Quality Control/Quality Assurance Plan; and
- Meeting minutes and record of decisions for design phase meetings

The frequency of PDT meetings shall be determined with the SANBAG Project Manager, but at minimum will occur monthly. STV shall provide monthly progress reports in a SANBAG approved format as part of the monthly invoice. The Progress Report shall address activities and progress within the recent billing cycle and provide upcoming deliverables and actions. The STV shall complete and maintain a Project Work Plan (PWP) that clearly identifies the work process, roles and responsibilities, and Project risks. STV will coordinate with the PMC to provide updates the RPRP Risk Register, managed by the PMC. STV shall maintain Project controls including document control, schedule, and budget. A Quality Control / Quality Assurance (QA/QC) Plan shall also be developed and utilized. All deliverables will be reviewed and approved internally per the QA/QC Plan prior to being submitted to SANBAG.

1.2 Project Concept and Definition (10%)

This phase of the Project shall include, but is not limited to:

- Field Survey including existing improvements, utilities, easements, grades, and site boundaries needed for detailed design work;
- Provide site and building area conceptual plans, including track layout based on the passenger rail vehicles selected by SANBAG;
- Complete a preliminary building code analysis;
- Establish a preliminary construction estimate and schedule;
- Conduct 2 to 3 design charrettes with the PDT and any identified stakeholders to set project goals and to identify the project design program parameters
- Provide a Basis of Design Report including a description of the Project and all components. Civil, structural, architectural, mechanical, and electrical systems and materials will be narratively described. Each room and space will be described with design parameters, equipment, utilities, and furniture. Conceptual track work and switches lay out. All design assumptions will be outlined including: staffing, operations and maintenance procedures, vendor interface and deliveries, security and communications requirements, utility loads, emergency power requirements, and sustainability goals.

1.3 30% PS&E

This phase of the Project shall include, but is not limited to:

- Incorporation of SANBAG and other stakeholder's comments from the Project Concept and Definition Phase;
- Civil site plans;
- Demolition plans;
- Preliminary foundation and structural plans;
- Building Code Analysis;
- Architectural Plans, building sections, and elevations;
- Equipment list;
- Mechanical schematic plans;
- Electrical schematic plans;

- Updated track plans;
- Table of Contents of proposed specifications;
- Updated schedule and cost estimate;
- Updated Basis of Design Report;
- Geotechnical/contaminated soils investigation based on approved Project Concept Plans.

1.4 60% PS&E

This phase of the Project shall include, but is not limited to:

- Incorporation of SANBAG and other stakeholder's comments from the 30% PS&E Phase;
- Develop all design disciplines to a 60% level, including civil, architectural, structural, mechanical,
- electrical, track and systems;
- Develop list of technical specifications and develop bid forms;
- Update schedule and cost estimate.

1.5 90% PS&E

This phase of the Project shall include, but is not limited to:

- Incorporation of SANBAG and other stakeholder's comments from the 60% PS&E Phase;
- Complete all drawings;
- Complete all technical specifications, bid forms, and project requirements;
- Update schedule and cost estimate.

1.6 Camera Ready - PS&E issued for Construction Package

This phase of the Project shall include, but is not limited to:

- Incorporation of SANBAG and other stakeholder's comments from the 90% PS&E Phase;
- Finalize all drawings;
- Finalize all technical specifications, general and supplemental conditions, project requirements, and bid forms;
- Provide final cost estimate;
- Provide all documents signed and sealed by a licensed professional in the appropriate discipline.

1.7 Design Support During Bidding and Construction

This phase of the Project shall include, but is not limited to:

- Attend the construction pre-bid conference;
- Provide responses to questions from plan holders and potential construction bidders;
- Prepare amendment documents as required;
- Prepare responses to Request for Information questions;
- Review and approve shop drawings and submittals;
- Participate in periodic site inspections;
- Attend construction field meetings as needed;
- Draft change orders;
- Review Operations and Maintenance Manuals submitted by Contractor;

- Prepare digital Record Drawings from Contractor's as-built mark-ups.

1.8 Design Services

The design phases listed above shall include, but are not limited to the following:

- Research to obtain all records required for the successful completion of the Project;
- Review of existing conditions and as-built drawings of the IEMF;
- Utility coordination, removal and relocation;
- Environmental permitting;
- Stakeholder approval and permitting;
- CPUC & FRA coordination;
- Civil design;
 - Survey control;
 - Plan and profile drawings;
 - Typical sections;
 - Cross sections;
 - Site plans;
 - Drainage design;
 - Fuel spill and contaminated water containment and treatment;
 - Paving and grading plans;
 - Coordinate the location of systems duct banks/manholes and handholes;
 - Coordinate with existing sewer, storm water, and water;
 - Culvert plans;
 - Construction sequencing and staging;
 - Miscellaneous – prepare miscellaneous civil drawings, profiles, sections and details necessary to define construction;
- Track design;
 - Horizontal and vertical alignment data;
 - Track plan and profile;
 - Track details;
 - Special track work;
 - Track material procurement documents;
- Structural design;
 - Foundation plans;
 - Retaining wall plans;
 - Bridge cranes;
 - Building and other framing plans;
 - Structural schedules;
 - Sections and details;
- Architectural design;
 - Site plans;
 - Floor plans;
 - Exterior & interior elevations;
 - Schedules/Tables;
 - Ceiling Plans;
 - Technical specifications;
- Equipment design;

- Equipment plans
- Equipment schedules
- Equipment details and other supporting drawings
- Electrical design;
 - Facility power, including emergency power;
 - Lighting (interior and site);
 - Facility communications including computer and data;
 - Fire and security (including access control and cameras);
- Mechanical;
 - Plumbing and drainage;
 - Fire protection;
 - Heating, ventilation, and air conditioning;
 - Special shop exhaust systems as identified during design;
- Communication systems design;
- DMU vehicle shop requirements coordination
- Geotechnical investigation and design;
- Drainage modifications;
- Security systems;
- Landscape and irrigation;
- Construction Project cost estimates;
- Quality Assurance/Quality Control;
- Assistance with and during bidding and procurement;
- Design support during construction;
- Other services as may be required.

1.9 Specifications

STV shall prepare technical specifications, special provisions, bid schedules, and other required documents for the successful construction of the Project. Specifications will be in standard CSI format and Metrolink Design Standards will be basis of design whenever applicable.

2.10 Project Schedule Requirements

The STV shall submit a Critical Path Method Schedule within 30 days of Notice to Proceed (NTP). This schedule will serve as the basis for monitoring and controlling Project activities and will be reviewed and approved by SANBAG. The schedule shall show the relationship of the Project tasks, expected sequence of design, milestone submittals and decisions, coordination with third parties, and the effect of any impacts to the overall project master schedule maintained by the PMC. Schedules will be developed and maintained in P6.

2.11 Agency/Utility/Third Party Coordination

The STV will work with SANBAG and SANBAG's PMC to coordinate with external agencies, jurisdictions, third parties, stakeholders, operating railroads, and affected utilities and shall maintain coordination documents as part of the reference data utilized during the design. This task shall also include assistance and support in executing agreements with third parties and stakeholders to complete the Project and any potential "betterments" identified by third parties. Assistance shall also be provided for presentations to external parties, stakeholders, or the SANBAG Board of Directors, including providing relevant documents, drawings, or visual presentation materials and attending meetings as required. STV

will be responsible for scheduling and coordinating meetings with stakeholders, including but not limited to operating railroads, utility companies, and the City of San Bernardino to provide updates and gain acceptance of designs throughout the Project development and implementation.

1.12 Railroad Design and Coordination

The Project is located adjacent to an active railroad, with BNSF mainline tracks just north of the facility and the lead track into the IEMF connecting to the Redlands Subdivision. The STV shall be responsible for railroad coordination as it is expected that all rail operations will continue through design and construction. The STV shall be responsible for coordinating the design with the operating railroads to ensure that a clear process is developed to implement and construct the project. This will include establishing designs that limit or avoid impacts to railroad operations during construction and all other coordination issues necessary to design and construct infrastructure improvements adjacent to an active railroad right-of-way. STV Will also coordinate with the operations and maintenance contractors, expected to be Omnitrans and SCRRA respectively.

1.13 Design Surveys

STV shall perform design surveys for boundary, topography, and utilities and shall tie this survey back to survey files for that SANBAG has already completed.

1.14 Geotechnical Design and Support

STV shall review available site geotechnical data, complete geotechnical explorations including boring investigations near proposed buildings, retaining walls, track, pavement, and other facility site improvements; complete engineering evaluations and recommendations for the design of structural foundations, retaining walls, pavements, and other applicable elements.

1.15 Utilities

STV shall identify all utility conflicts with the proposed Project. Conflicts will be identified initially from survey data and as-built drawings provided by SCRRA. Subsurface utility location services shall be provided to determine the horizontal and vertical underground locations of all potential conflicts with utilities. Subsurface utility location services shall be performed on an as needed basis extra to this proposal. Services will be arranged by SANBAG or STV at SANBAG's discretion. The STV shall coordinate with utility owners to design relocations or protection measures needed to accommodate the Project. SANBAG may request STV to complete an advanced utility relocation/protection construction package, consisting of all PS&E documents needed to procure a contractor to complete preliminary construction efforts to relocate or protect utilities to accommodate the Project. STV shall identify, design, and coordinate utility connections for new or relocated facility improvements.

1.16 Drainage

STV shall prepare a hydrology and hydraulics report evaluating surface drainage impacts and making recommendations as to required drainage facilities in compliance with the City of San Bernardino and County of San Bernardino requirements. Improvements shall be designed to adequately convey storm water off and through the Project.

1.17 Environmental Conformance and Permitting

STV shall be responsible for drafting a Storm Water Pollution Prevention Plan (SWPPP) for the construction contractor's reference and monitoring the construction contractor's compliance with the

adopted SWPPP. Any additional studies needed to support or amend the RPRP Final EIS/EIR as directed shall be extra to this proposal. Studies to support the Final EIS/EIR could include noise, vibration, water, and air quality.

1.18 Industrial Engineering Design

STV shall provide equipment lists, cut sheets, and utility requirements for DMU vehicle maintenance and operations. STV will provide specifications for all such equipment as well as a cost estimate. Preliminary design, Basis of Design Report and Schematic Design Report shall establish required shop equipment and materials/work flow analysis.

1.19 Facilities Maintenance Report

STV shall review and critique the facilities maintenance report furnished by the contractor which shall provide information and guidance in the care and maintenance of all materials and equipment incorporated into the facility. The report shall incorporate information provided by the various construction subcontractors and material procurement suppliers including manufacturer's recommendations and all applicable codes and standards. The report shall also include detailed schedules for routine and preventive maintenance.

1.20 Design Services During Bidding and Construction

During the procurement of the construction contractor, STV shall assist SANBAG in responding to bidder questions, prepare contract addendums, review bids for conformance and compliance, provide SANBAG with materials in preparation for the pre-bid conference, and attend pre-bid meetings or site visits. For the purpose of establishing the level of effort and cost associated with reviewing RFIs, STV will review not more than 50 RFIs during the bid period.

During the construction of the Project the STV shall respond to RFIs, review contractor prepared product submittals, samples, and certificates of compliance, complete any required design revisions, attend construction progress and site meetings, provide needed support for agency, stakeholder, or utility coordination, prepare conformed drawings and technical specifications, prepare as-builts, provide railroad signal and communications support, and assist with materials needed for public relations during construction. For the purpose of establishing the level of effort and cost associated with reviewing RFIs, STV will review not more than 100 RFIs during the construction period. STV will also review the number of submittals called for in the technical specifications. It shall be the responsibility of SANBAG or its representative (construction manager) to assure submittals are complete and that RFIs are legitimate and not frivolous. Incomplete submittals will be rejected without review. For the purpose of establishing the level of effort and cost associated with reviewing submittals, they will only be reviewed twice; additional reviews, when required will be extra to our proposed price.

STV will participate in weekly progress meetings for the duration of the proposed construction period, either in person or via conference call as the field conditions warrant. STV will participate in a post construction punch list meeting and a follow up meeting to confirm that incomplete work is completed and shoddy workmanship is corrected. STV will review contractor initiated change order requests and the independent cost estimate as prepared by the SANBAG construction manager.

2.0 ENGINEERING STANDARDS

The engineering and procurement documents shall be prepared in accordance with current state and federal regulations, policies, procedures, manuals, and standards. The PS&E shall be prepared using best

practices and may include requirements to comply with CPUC and FRA standards as well as Metrolink and BNSF as applicable. The technical aspects of the Project shall be designed also utilizing best practices following American Railway Engineering and Maintenance of Way Association (AREMA) and may also require compliance with Metrolink, BNSF, and local municipality requirements in certain areas. In the event that conflicting standards are encountered, the standard to be used shall be as approved by SANBAG. All designs shall allow the construction to comply with FTA Buy America requirements.

STV shall perform all services in conformance and in compliance with the latest edition of the following documents:

- AREMA recommended practices;
- BNSF Engineering Standards;
- SCRRA Engineering Standards;
- City of San Bernardino Standard Drawings and Specifications;
- Greenbook Standard Specifications for Public Works Construction;
- Caltrans Design Standards and Specifications;
- FTA Buy America Guidelines; and
- Other applicable standards.

Minute Action

AGENDA ITEM: 14

Date: May 4, 2016

Subject:

State and Federal Legislative Update

Recommendation:

Receive and file this item.

Background:

State Update

Committee Assignments

The new Assembly Speaker, Anthony Rendon (D-Paramount) was sworn in on March 7, 2016 and immediately sought to make some changes to committee leadership in the Assembly. Some of the major changes to committees of interest to SANBAG or to San Bernardino County Legislative Delegation members are noted below.

Assembly Appropriations Committee

- Assembly Member Lorena Gonzalez (D-San Diego) was named as Chair, replacing Assembly Member Jimmy Gomez (D-Los Angeles).
- Increased the size of the committee from 17 to 20 members, adding Assembly Members Roger Hernández (D-West Covina), Miguel Santiago (D-Los Angeles), and Jay Obernolte (R-Hesperia).

Assembly Budget Committee

- Assembly Member Phil Ting (D-San Francisco) was named as Chair, replacing Assembly Member Shirley Weber (D-San Diego).
- Assembly Member Jay Obernolte was named as Vice Chair, replacing Assembly Member Melissa Melendez (R-Lake Elsinore) who remains as a member of the committee.
- Assembly Members Matthew Harper (R-Huntington Beach), Chris Holden (D-Pasadena), and Jacqui Irwin (D-Thousand Oaks) have been appointed to the committee.
- Assembly Members Brian Jones (R-Santee) and Reginald Jones-Sawyer (D-Los Angeles) have been removed from the committee.

Assembly Budget Subcommittee No. 2 on Education Finance

- Assembly Member Chris Holden replaces Assembly Member Phil Ting.

Assembly Budget Subcommittee No. 3 on Resources and Transportation

- Assembly Member Frank Bigelow (R-O'Neals) replaces Assembly Member Jay Obernolte.

Entity: CMA, COG, CTA, CTC, SAFE

Assembly Budget Subcommittee No. 6 on Budget Process, Oversight, and Program Evaluation

- Assembly Member Phil Ting was named as Chair, replacing Assembly Member Shirley Weber.
- Assembly Members Nora Campos (D-San Jose) and Jay Obernolte were appointed, replacing Assembly Members Reginald Jones-Sawyer and Brian Jones.

Assembly Local Government Committee

- Assembly Member Susan Eggman (D-Stockton) was named as Chair, replacing Assembly Member Brian Maienschein (R-San Diego).
- Assembly Member Marie Waldron (R-Escondido) was named as Vice Chair, replacing Assembly Member Lorena Gonzalez.
- Assembly Member Susan Bonilla (D-Concord) has been appointed to replace Assembly Member Chris Holden.
- Assembly Member Beth Gaines (R-El Dorado Hills) has been added to the committee.

Assembly Natural Resources Committee

- Assembly Member Brian Jones was named as Vice Chair, replacing Assembly Member Brian Dahle (R-Bieber).
- Assembly Member Jimmy Gomez was appointed to the committee, replacing Assembly Member Rob Bonta (D-Oakland).

Assembly Revenue and Taxation Committee

- Assembly Member Sebastian Ridley-Thomas (D-Los Angeles) was named as Chair, replacing Assembly Member Phil Ting.
- Assembly Member Patrick O'Donnell (D-Long Beach) was appointed to the committee, replacing Assembly Member Roger Hernández.

Assembly Rules Committee

- Assembly Members Bill Dodd (D-Napa), Jimmy Gomez, Chris Holden, and Bill Quirk (D-Hayward) were appointed to the committee, replacing Assembly Members Autumn Burke (D-Inglewood), Nora Campos, Kevin Mullin (D-San Mateo), and Jim Wood (D-Healdsburg).

Assembly Transportation Committee

- Assembly Member Eric Linder (R-Corona) was named as Vice Chair, replacing Assembly Member Katcho Achadjian (R-San Luis Obispo).
- Assembly Member Cheryl Brown (D-San Bernardino) was appointed to the committee, replacing Assembly Member Nora Campos.
- Assembly Member Devon Mathis (R-Visalia) was added to the committee.

Joint Legislative Audit Committee

- Assembly Member Freddie Rodriguez (D-Pomona) was appointed to the committee, replacing Assembly Member Mike Gipson (D-Carson).

Road User Charge

As a follow-up to questions posed by the General Policy Committee from last month, staff researched the possible implications this pilot program could have on out-of-state drivers. Per the Road Charge Pilot Design Recommendations, section 2.3 Technical & Organizational Design: Out-of-State Vehicles states: “The public has voiced concerns over how visitors will pay for use of California roadways under a road charge system. To address this issue the [Technical Advisory Committee] TAC is recommending the inclusion of out-of-state drivers in the pilot and to simulate payment for driving on California roads. Drivers from neighboring states who drive regularly in California should be recruited to participate in the pilot. Their inclusion will facilitate testing the feasibility and cost of collecting a road charge from out-of-state drivers. Including these drivers in the pilot will also provide an opportunity to assess any legal issues related to collecting road charges from drivers who travel across state borders. For the trucking industry, this aspect of the pilot will test whether a road charge can be assessed in an effective, efficient manner, without duplicative reporting requirements for heavy trucks (which are already required to report mileage driven in each jurisdiction traveled by the International Fuel Tax Agreement, or IFTA).”

High Occupancy Vehicle Lanes/Clean Air Vehicle Sticker Programs

Existing law currently provides special access to High Occupancy Vehicle (HOV) Lanes and Express Lanes for clean air vehicles. The White Sticker program covers super ultra-low emission vehicles, inherently low-emission vehicles, certain zero-emission vehicles, and certain partial zero-emission vehicles. There is currently no cap on the number of stickers issued under this program. The Green Sticker program covers enhanced advanced technology partial zero-emission vehicles and transitional zero-emission vehicles. These stickers are currently capped at 85,000 and have been entirely distributed. Current law allows the use of HOV lanes by these stickered vehicles and these vehicles also enjoy free or reduced passage on express/toll facilities in California, with specific exceptions, expiring in 2019.

AB 1964 (Bloom, D-Santa Monica) removes the cap for the Green Sticker program and instead establishes that these stickers would cease to be issued once sales of these vehicles reach 8.6% of the new car market for two consecutive years. The White Stickers would continue to be issued through the expiration of the federal authorization in 2025. The Administration has also released trailer bill language to remove the cap on Green Stickers but retain the 2019 expiration date and to also extend the White Sticker program through 2025.

SANBAG has been working with our statewide partners to address the issue, with many agencies stating that usage by clean air vehicles is close to 10%, well above estimates by the California Department of Transportation (Caltrans) of 2%. There are various alternative proposals that may emerge, including a potential proposal by the National Resources Defense Council (NRDC) to have the stickers expire after a three year time period to continue to provide an incentive to purchase newer and cleaner vehicles over time. This proposal may also include a recommendation to lower the overall total for stickers that would valid at any given time. Lastly, the effort may include more narrowly drawing the Green Sticker program to incentivize the highest mileage plug-in electric vehicles.

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Ad Hoc Committee Update

The Legislative Ad Hoc Committee took action on two bills in April of interest to SANBAG.

The first is AB 1982 (Bloom, D-Santa Monica), which would have set the speeds for traffic signal synchronization projects at 12-15 mph in order to be eligible for cap and trade funds. Over \$15 million from Measure I have been invested to date throughout the San Bernardino Valley to coordinate over 1,250 signals at speeds consistent with those recommended by the California Air Resources Board. If speeds were required to be reduced to 12-15 miles per hour, almost all of the coordinated corridors in San Bernardino County would not be eligible for Greenhouse Gas Reduction Funds. The Legislative Ad Hoc Committee voted to oppose AB 1982. Following that action, the bill was amended to instead add two additional members to the California Transportation Commission representing environmental justice and low-income communities. Subsequently, the bill failed passage in the Assembly Transportation Committee and no further action is warranted.

The second bill is AB 1780 (Medina, D-Riverside), which provides an appropriation from cap and trade funds for projects in the Trade Corridor Improvement Fund (TCIF). This program originally funded through Proposition 1B (2006) and provided significant resources for a number of critical goods movement projects in our county. The Legislative Ad Hoc Committee voted to support AB 1780. The bill was approved by the Assembly Transportation Committee 15-0 on April 4th and is pending before the Assembly Appropriations Committee, as of the writing of this report.

Attachment A reflects bills of interest for SANBAG.

Federal Update

Federal Aviation Administration Short Term Extension

As the March 30th deadline loomed for Congress to consider a new Federal Aviation Administration (FAA) reauthorization bill, it became clear that agreement over the remaining issues would be unlikely before the deadline. The House and Senate agreed on a three month extension through July 15th, which was signed by the President on March 30th. This was the second extension of the FAA Modernization and Reform Act of 2012, which had previously taken five years and 23 short-term extensions to approve. Both Houses continue to express a desire to pass a long-term bill this year ahead of the November Election.

While the extension means that California sales tax agencies have additional time to seek relief from a December 2014 FAA ruling requiring funds generated from aviation fuel sales be spent on airport purposes, there still are many hurdles ahead for this issue as its impacts are fairly limited to just a few states.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Tricia Almiron, Legislative Analyst

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Approved
Board of Directors
Date: May 4, 2016
Witnessed By:

Attachment A

Bill Matrix

CA AB 12	AUTHOR:	Cooley [D]
	TITLE:	State Government: Administrative Regulations: Review
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	12/01/2014
	LAST AMEND:	08/19/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires each state agency after a noticed public hearing, to review the agency's regulations, identify any regulations that are duplicative, overlapping, inconsistent, or out of date, to revise those identified regulations, and report to the Legislature and Governor.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
CA AB 156	AUTHOR:	Perea [D]
	TITLE:	Global Warming Solutions Act: Disadvantaged Communities
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/20/2015
	LAST AMEND:	08/18/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires the State Air Resources Board, pursuant to the Global Warming Solutions Act of 2006, to post on its Internet Web site a specified report on the projects funded to benefit disadvantaged communities. Requires the Board to establish and accomplish a comprehensive technical assistance program, upon appropriation from the Greenhouse Gas Reduction Fund, for eligible applicants assisting defined eligible communities. Requires an allocation to the Board for the program.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
CA AB 278	AUTHOR:	Hernandez R [D]
	TITLE:	Municipal Elections
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/11/2015
	LAST AMEND:	02/18/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Elections and Constitutional Amendments Committee
	SUMMARY:	Deletes the requirement that a municipal ordinance describe the boundaries, and number, of each legislative district. Requires the legislative body, or the proponents of the initiative measure, to prepare a proposed map describing the boundaries and number of legislative district after the ordinance is passed and enacted. Requires a legislative body effecting such a

Attachment A

change to hold public hearings on the change. Requires compliance with the Voting Rights Act of 1965. Relates to local election ordinances.

STATUS:

02/18/2016 From SENATE Committee on ELECTIONS AND CONSTITUTIONAL AMENDMENTS with author's amendments.
02/18/2016 In SENATE. Read second time and amended. Re-referred to Committee on ELECTIONS AND CONSTITUTIONAL AMENDMENTS.

CA AB 326	AUTHOR:	Frazier [D]
	TITLE:	Public Works: Prevailing Wage Rates
	FISCAL	no
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/13/2015
	LAST AMEND:	01/04/2016
	DISPOSITION:	Pending
	LOCATION:	SENATE
	SUMMARY:	Relates to civil wage and penalty assessments for contractors in violation of public works contract laws, including prevailing wage laws. Relates to an exception from liability for liquidated damages if a contractor, subcontractor, or surety deposits an amount of an assessment or notice, including penalties, to be held in escrow pending review. Requires the release of such funds plus interest within a certain number of days following the conclusion of administrative and judicial review.
	STATUS:	
	01/15/2016	In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE. (70-0)
CA AB 450	AUTHOR:	McCarty [D]
	TITLE:	Greenhouse Gas: Energy Efficiency: Financing.
	FISCAL	no
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/23/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Environmental Quality Committee
	SUMMARY:	Amends an existing law which authorizes a public agency to issue revenue bonds that are secured by a voluntary contractual assessment agreed to between the public agency and a property owner to finance the installation of distributed generation renewable energy sources or energy or water efficiency improvements that are permanently affixed on the owner's real property. Authorizes the use of the moneys in the Greenhouse Gas Reduction Fund to provide funding for the implementation of the PACE Reserve Program.
	STATUS:	
	05/14/2015	To SENATE Committees on ENVIRONMENTAL QUALITY and APPROPRIATIONS.
CA AB 516	AUTHOR:	Mullin [D]
	TITLE:	Vehicles: Temporary License Plates
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no

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CLAUSE:
INTRODUCED: 02/23/2015
LAST AMEND: 07/16/2015
DISPOSITION: Pending
FILE: 49
LOCATION: Senate Third Reading File
SUMMARY:

Requires the Department of Motor Vehicles to develop an operational system that allows a dealer or lessor-retailer to electronically report the sale of a vehicle and provide a temporary license plate. Authorizes related fees and document fees. Prohibits a person from displaying or presenting to a peace officer, a temporary plate that was not issued for that vehicle. Relates to counterfeiting temporary plates. Requires the replacement or destruction of temporary plates upon receipt of permanent plates.

STATUS:
02/10/2016 In SENATE. Read second time. To third reading.

CA AB 620	<p>AUTHOR: Hernandez R [D] TITLE: High-Occupancy Toll Lanes: Exemptions from Tolls FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/24/2015 LAST AMEND: 01/27/2016 DISPOSITION: Pending LOCATION: Senate Transportation and Housing Committee SUMMARY: Relates to high-occupancy toll lanes. Requires the Los Angeles county Metropolitan Transportation Authority to take steps to increase enrollment and participation in the low-income assistance program, through advertising and work with community organizations and social service agencies. Requires the Authority and the Department of Transportation to report to the Legislature on efforts to improve the HOT land program, including efforts to increase participation in that assistance program. STATUS: 02/18/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.</p>
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CA AB 645	<p>AUTHOR: Williams [D] TITLE: California Renewables Portfolio Standard FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/24/2015 DISPOSITION: Pending - Carryover LOCATION: Senate Appropriations Committee SUMMARY: Expresses the intent of the Legislature for the purposes of the Renewables Portfolio Standard program that the amount of electricity generated per year from eligible renewable energy resources be increased to an amount equal to at least 50% by a specified date. Requires the Public Utilities Commission to establish the quantity of electricity products from eligible renewable energy resources to be procured by each retail seller for specified periods. STATUS: 08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.</p>
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CA AB 678	AUTHOR: O'Donnell [D] TITLE: Energy Efficiency and Greenhouse Gas Reductions FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/25/2015 LAST AMEND: 08/18/2015 DISPOSITION: Pending - Carryover LOCATION: Senate Appropriations Committee SUMMARY: Requires the State Air Resources Board to develop and implement the Energy Efficiency and Greenhouse Gas Reductions Ports Program to fund energy efficiency upgrades and investments at public ports. Requires a port to develop and adopt an energy plan for the port to receive funding for energy-related projects. Authorizes the State Board to expend moneys it receives from an appropriation from the fund for the purposes of these provisions. STATUS: 08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.
CA AB 779	AUTHOR: Garcia [D] TITLE: Transportation: Congestion Management Program FISCAL yes COMMITTEE: URGENCY yes CLAUSE: INTRODUCED: 02/25/2015 LAST AMEND: 08/19/2015 DISPOSITION: Pending - Carryover LOCATION: Senate Transportation and Housing Committee SUMMARY: Revises the definition of infill opportunity zone. Revises the requirements for a congestion management program by removing traffic level of service standards for a system of highways and roadways. Requires measures of effectiveness for such system. Requires the plan to analyze the relationship between local land use decisions and regional transportation systems. Requires a deficiency plan to be prepared if it is determined a county or its cities are not conforming with the management plan. STATUS: 08/25/2015 In SENATE Committee on TRANSPORTATION AND HOUSING: Not heard.
CA AB 857	AUTHOR: Perea [D] TITLE: Clean Truck: Bus and Off-Road Vehicle Technology FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 LAST AMEND: 08/18/2015 DISPOSITION: Pending - Carryover LOCATION: Senate Appropriations Committee SUMMARY: Requires no less a percentage or a specified amount of money, under the Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program that is appropriated for technology development, demonstration, precommercial pilots, and early commercial

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deployments of zero- and near zero-emission, medium- and heavy-duty truck technology be allocated and spent to support commercial development existing zero- and near-zero-emission heavy-duty truck technology meeting or exceeding a specified emission standard.

STATUS:

08/27/2015

In SENATE Committee on APPROPRIATIONS: Held in committee.

CA AB 869	AUTHOR:	Cooper [D]
	TITLE:	Public Transportation Agencies: Fare Evasion
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/26/2015
	LAST AMEND:	06/18/2015
	DISPOSITION:	Pending - Carryover
	FILE:	A-19
	LOCATION:	Senate Inactive File
	SUMMARY:	Relates to prohibited conduct on public transit. Provides a person who fails to pay the administrative penalty when due or successfully complete the administrative process to dismiss the notice of fare evasion or passenger conduct violation may be subject to criminal penalties. Requires the notice of fare contain a printed statement that the person may be charged with an infraction or misdemeanor if the penalty is not paid or dismissed. Requires dismissal of collection if the person is criminally charged.
	STATUS:	
	07/02/2015	In SENATE. From third reading. To Inactive File.
CA AB 904	AUTHOR:	Perea [D]
	TITLE:	Air Quality Improvement: Vehicle Rebate Project
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/26/2015
	LAST AMEND:	07/13/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Relates to the Clean Vehicle Rebate Project. Requires the state board to establish the Clean Reused Vehicle Rebate Project, as a part of the Air Quality Improvement Program, to provide rebates or other incentives for the acquisition of an eligible used vehicle, the replacement or refurbishment of a battery and related components for an eligible used vehicle, or an extended warranty for the battery or related components, or an extended service warranty to cover unexpected vehicles repairs.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
CA AB 1030	AUTHOR:	Ridley-Thomas S [D]
	TITLE:	Global Warming Solutions Act of 2006: Greenhouse Gas
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no

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CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 07/07/2015
DISPOSITION: Pending - Carryover
LOCATION: Senate Appropriations Committee
SUMMARY:

Amends existing law that relates to the Greenhouse Gas Reduction Fund. Requires priority be given to projects involving hiring that support the targeted training and hiring of workers from disadvantaged communities for career-track jobs.

STATUS:
 08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.

CA AB 1033	<p>AUTHOR: Garcia E [D] TITLE: Economic Impact Analysis: Small Business Definition FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 LAST AMEND: 02/08/2016 DISPOSITION: Pending LOCATION: Senate Governmental Organization Committee SUMMARY: Authorizes a State agency when preparing the economic impact assessment, to use a consolidated definition of small business to determine the number of small businesses within the economy, a specific industry sector, or geographic region. Defines small business. STATUS: 02/08/2016 From SENATE Committee on GOVERNMENTAL ORGANIZATION with author's amendments. 02/08/2016 In SENATE. Read second time and amended. Re-referred to Committee on GOVERNMENTAL ORGANIZATION.</p>
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CA AB 1176	<p>AUTHOR: Perea [D] TITLE: Vehicular Air Pollution FISCAL yes COMMITTEE: URGENCY yes CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 08/18/2015 DISPOSITION: Pending - Carryover LOCATION: Senate Appropriations Committee SUMMARY: Establishes the Advanced Low-Carbon Diesel Fuels Access program administered by the State Energy Resources Conservation and Development Commission, for reducing greenhouse gas emissions of diesel motor vehicles by providing capital assistance for projects that expand advanced low-carbon diesel fueling infrastructure in communities that are disproportionately impacted by environmental hazards and where the greatest air quality impacts can be identified. Relates to contract, grant, or loan extension. STATUS: 08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.</p>
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CA AB 1218	AUTHOR: Weber [D] TITLE: Public Contracts: Disabled Veteran Business Enterprise FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 07/07/2015 DISPOSITION: Pending - Carryover LOCATION: Senate Appropriations Committee SUMMARY: Requires a greater participation incentive by a public agency be provided a prime contractor who owns a certain disabled veteran business enterprise, and has not entered into contracts as a prime contractor. Requires the Department of Veterans Affairs to maintain additional information relating to its promotion efforts. Provides the records maintenance period for information provided by contractors of veteran business subcontractors used. Relates to certification of payments by contractors. STATUS: 08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.
CA AB 1242	AUTHOR: Gray [D] TITLE: Water Quality and Storage FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 09/01/2015 DISPOSITION: Pending - Carryover LOCATION: Senate Rules Committee SUMMARY: Provides provisions of law requiring a specified increase in statewide water storage capacity, and updating water strategies and implementation plans. Requires the Water Resources Control Board, in formulating policy for water quality control and adopting or approving a water quality control plan for the Sacramento-San Joaquin Delta, to take into consideration any applicable groundwater sustainability plan or alternative and available information on impacts of groundwater use and beneficial uses of water. STATUS: 09/02/2015 In SENATE. Read second time. To third reading. 09/02/2015 Re-referred to SENATE Committee on RULES.
CA AB 1455	AUTHOR: Rodriguez [D] TITLE: Ontario International Airport FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/27/2015 LAST AMEND: 06/30/2015 DISPOSITION: Pending - Carryover LOCATION: Senate Governance and Finance Committee SUMMARY: Authorizes the City of Ontario to issue revenue bonds, for the purpose of financing the acquisition of the Ontario International Airport from the City of Los Angeles, that are secured

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solely by the revenues and charges at the Ontario International Airport. Requires a public agency that acquires the airport to comply with specified conditions relating to incumbent workers. Provides exceptions.

STATUS:

07/08/2015 In SENATE Committee on GOVERNANCE AND FINANCE: Not heard.

CA AB 1550	AUTHOR: Gomez [D] TITLE: Greenhouse Gases: Investment Plan: Communities FISCAL COMMITTEE: yes URGENCY: no CLAUSE: INTRODUCED: 01/04/2016 LAST AMEND: 03/28/2016 DISPOSITION: Pending COMMITTEE: Assembly Natural Resources Committee HEARING: 04/04/2016 2:30 pm SUMMARY: Relates to greenhouse gases and investments in communities; Requires the Greenhouse Investment Fund plan to allocate a minimum percentage of the available moneys in the Greenhouse Gas Reduction Fund to projects located within disadvantaged communities and a separate and an additional percentage to projects that benefit low-income households, with a fair share of the moneys targeting households with incomes below a percentage of the federal poverty level. STATUS: 03/28/2016 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments. 03/28/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.
CA AB 1555	AUTHOR: Gomez [D] TITLE: Greenhouse Gas Reduction Fund FISCAL COMMITTEE: yes URGENCY: no CLAUSE: INTRODUCED: 01/04/2016 LAST AMEND: 03/28/2016 DISPOSITION: Pending LOCATION: Assembly Natural Resources Committee SUMMARY: Appropriates funds from the Greenhouse Gas Reduction Fund for the 2016-17 fiscal year to various state agencies in specified amounts for various purposes, including low carbon transportation and infrastructure, clean energy communities, community climate improvements, wetland and watershed restoration, and carbon sequestration. Reserves a portion from the fund to fund future legislative priorities. STATUS: 03/28/2016 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments. 03/28/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

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CA AB 1569	AUTHOR:	Steinorth [R]	SANBAG Position: SUPPORT
	TITLE:	Environmental Quality Act: Exemption: Infrastructure	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	01/04/2016	
	LAST AMEND:	03/28/2016	
	DISPOSITION:	Pending	
	COMMITTEE:	Assembly Natural Resources Committee	
	HEARING:	04/04/2016 2:30 pm	
	SUMMARY:	Exempts from the provisions of the Environmental Quality Act a project, or the issuance of a permit for a project, that consists of the inspection, maintenance, repair, rehabilitation, or removal of, or the addition of an auxiliary lane or bikeway to, existing transportation infrastructure that meets certain requirements.	
	STATUS:		
	03/28/2016	From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.	
	03/28/2016	In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.	
CA AB 1589	AUTHOR:	Mathis [R]	
	TITLE:	Environmental Quality Act: Exemption:Drought Mitigation	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	01/06/2016	
	LAST AMEND:	03/14/2016	
	DISPOSITION:	Pending	
	COMMITTEE:	Assembly Natural Resources Committee	
	HEARING:	04/04/2016 2:30 pm	
	SUMMARY:	Exempts from the requirements of the California Environmental Quality Act, for the duration of a state of emergency proclaimed by the Governor due to drought conditions, certain projects that are undertaken, carried out, or approved by a public agency to mitigate those drought conditions.	
	STATUS:		
	03/14/2016	From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.	
	03/14/2016	In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.	
CA AB 1591	AUTHOR:	Frazier [D]	
	TITLE:	Transportation Funding	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	yes	
	CLAUSE:		
	INTRODUCED:	01/06/2016	
	DISPOSITION:	Pending	
	LOCATION:	Assembly Transportation Committee	
	SUMMARY:	Relates to transportation funding to include the Road Maintenance and Rehabilitation	

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Program and its related fund which would include revenues from a motor vehicle fuel tax increase and a new vehicle registration fee for zero-emission vehicles, related county use of revenues from an approved transactions and use tax, revenue from a diesel fuel tax increase to the Trade Corridors Improvement Fund, truck parking improvements, greenhouse gas reduction, highway operation and improvements funding.

STATUS:

02/01/2016 To ASSEMBLY Committees on TRANSPORTATION and REVENUE AND TAXATION.

CA AB 1595	AUTHOR:	Campos [D]
	TITLE:	Employment: Mass Transportation Employers
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/06/2016
	LAST AMEND:	03/29/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Labor and Employment Committee
	HEARING:	04/06/2016 1:30 pm
	SUMMARY:	Relates to employment. Requires a private or public employer that provides mass transportation services to train its employees who are likely to interact or come into contact with victims of human trafficking, in recognizing the signs of human trafficking and how to report those signs to the appropriate law enforcement agency.
	STATUS:	
	03/29/2016	From ASSEMBLY Committee on LABOR AND EMPLOYMENT with author's amendments.
	03/29/2016	In ASSEMBLY. Read second time and amended. Re-referred to Committee on LABOR AND EMPLOYMENT.
CA AB 1640	AUTHOR:	Stone [D]
	TITLE:	Retirement: Public Employees
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/07/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Public Employees, Retirement and Social Security Committee
	HEARING:	04/06/2016 9:30 am
	SUMMARY:	Extends indefinitely a specified exemption under the Public Employees' Pension Reform Act of 2013 for those public employees, whose collective bargaining rights are subject to specified provisions of federal law and who became a member of a state or local public retirement system prior to December 30, 2014.
	STATUS:	
	02/04/2016	To ASSEMBLY Committee on PUBLIC EMPLOYEES, RETIREMENT AND SOCIAL SECURITY.
CA AB 1642	AUTHOR:	Obernolte [R]
	TITLE:	State Responsibility Areas: Fire Prevention Fees
	FISCAL	yes
	COMMITTEE:	

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URGENCY no
CLAUSE:
INTRODUCED: 01/11/2016
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee

SUMMARY:

Extends the time when the fire prevention fee is due and payable from the date of assessment by the State Board of Equalization, and authorizes the petition for redetermination to be filed within a specified number of days after service of the notice of determination.

STATUS:

03/14/2016 From ASSEMBLY Committee on NATURAL RESOURCES: Do pass to Committee on APPROPRIATIONS. (8-0)

CA AB 1657	AUTHOR: O'Donnell [D]
	TITLE: Air Pollution: Public Ports and Intermodal Terminals
	FISCAL yes
	COMMITTEE:
	URGENCY yes
	CLAUSE:
	INTRODUCED: 01/13/2016
	DISPOSITION: Pending
	COMMITTEE: Assembly Natural Resources Committee
	HEARING: 04/04/2016 2:30 pm
	SUMMARY:
	Establishes the Zero- and Near-Zero-Emission Intermodal Terminals Program to be administered by the State Air Resources Board to fund equipment upgrades and investments at intermodal terminals, to help transition the state's freight system to be zero-emission and near-zero-emission operations. Authorizes the program to be implemented with moneys from the Greenhouse Gas Reduction Fund. Relates to port building energy efficiency.
	STATUS:
	02/04/2016 To ASSEMBLY Committees on NATURAL RESOURCES and TRANSPORTATION.
CA AB 1666	AUTHOR: Brough [R]
	TITLE: Community Facilities Districts: Reports
	FISCAL yes
	COMMITTEE:
	URGENCY no
	CLAUSE:
	INTRODUCED: 01/14/2016
	DISPOSITION: Pending
	LOCATION: Assembly Local Government Committee
	SUMMARY:
	Requires the legislative body to post, on its Internet Web site, information relating to bonded indebtedness incurred by a community facilities district, projects funded by, or that may be funded by, the district, expenses and costs of the district, and special taxes imposed by the district.
	STATUS:
	02/04/2016 To ASSEMBLY Committee on LOCAL GOVERNMENT.
CA AB 1691	AUTHOR: Gipson [D]
	TITLE: Vehicular Air Pollution: Vehicle Retirement
	FISCAL yes
	COMMITTEE:
	URGENCY no

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CLAUSE:**INTRODUCED:** 01/21/2016**DISPOSITION:** Pending**COMMITTEE:** Assembly Transportation Committee**HEARING:** 04/11/2016 2:30 pm**SUMMARY:**

Requires the State Air Resources Board to adopt, as part of the enhanced fleet modernization program, an element of the program subject to appropriation by the Legislature, with a goal of annually replacing a specified number of vehicles from disadvantaged communities over a specified time period.

STATUS:

02/08/2016 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 1717

AUTHOR: Hadley [R]**TITLE:** Greenhouse Gas Reduction Fund**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 01/27/2016**LAST AMEND:** 03/18/2016**DISPOSITION:** Pending**COMMITTEE:** Assembly Transportation Committee**HEARING:** 04/11/2016 2:30 pm**SUMMARY:**

Reappropriates a specified percentage of the annual proceeds of the Greenhouse Gas Reduction Fund designated for the high-speed rail project to the Transportation Agency for the Transit and Intercity Rail Capital Program under specified conditions.

STATUS:

03/28/2016 Re-referred to ASSEMBLY Committees on TRANSPORTATION and NATURAL RESOURCES.

CA AB 1746

AUTHOR: Stone [D]**TITLE:** Transit Buses**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/02/2016**LAST AMEND:** 03/09/2016**DISPOSITION:** Pending**LOCATION:** Assembly Appropriations Committee**SUMMARY:**

Authorizes the operation of transit buses on the shoulder of a segment of a state highway designated under the program within the areas served by the transit services of specified entities, subject to the same conditions and requirements previously authorized. Requires a program participant to submit a report to the Legislature that includes specified information about the program, and to post the report on its Internet Web site to enable the public to access the report.

STATUS:

03/14/2016 From ASSEMBLY Committee on TRANSPORTATION: Do pass to Committee on APPROPRIATIONS. (16-0)

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CA AB 1757	AUTHOR: Waldron [R] TITLE: North County Transit District FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/02/2016 LAST AMEND: 03/17/2016 DISPOSITION: Pending LOCATION: Assembly Local Government Committee SUMMARY: Amends an existing law which provides for the creation of the North County Transit District, and which requires that compensation be paid to each board member or alternate for attending board meetings. Provides for payments of a specified sum per meeting. Modifies a provision requiring the District to award contracts for construction that exceed a specified sum to the lowest responsible bidder after competitive bidding. Changes that sum. STATUS: 03/17/2016 To ASSEMBLY Committee on LOCAL GOVERNMENT. 03/17/2016 From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments. 03/17/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT.
CA AB 1768	AUTHOR: Gallagher [R] TITLE: Bonds: Transportation FISCAL yes COMMITTEE: URGENCY yes CLAUSE: INTRODUCED: 02/03/2016 LAST AMEND: 02/25/2016 DISPOSITION: Pending COMMITTEE: Assembly Transportation Committee HEARING: 04/11/2016 2:30 pm SUMMARY: Provides that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase 1 blended system. Requires the funds from the remaining from the sale of bonds to fund project in the State Highway Operation and Protection Program. STATUS: 02/25/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments. 02/25/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
CA AB 1780	AUTHOR: Medina [D] TITLE: Greenhouse Gas Reduction Fund: Trade Corridors FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/03/2016 LAST AMEND: 03/28/2016

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DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/04/2016 2:30 pm
SUMMARY:

Provides for a continuous appropriation of a percentage of the annual proceeds of the Greenhouse Gas Reduction Fund to the state Transportation Commission for the Sustainable Trade Corridors Program, with specified guidelines. Relates to transit, affordable housing, sustainable communities, and high-speed rail purposes.

STATUS:

03/28/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
03/28/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 1787	<p>AUTHOR: Gomez [D] TITLE: Environmental Protection Agency: Enforcement Unit FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/04/2016 DISPOSITION: Pending LOCATION: Assembly Appropriations Committee SUMMARY: Requires the cross-media enforcement unit of the California Environmental Protection Agency to prioritize the state's most disadvantaged communities for certain investment opportunities based on geographic, socioeconomic, public health, and environmental hazard criteria. STATUS: 03/14/2016 From ASSEMBLY Committee on NATURAL RESOURCES: Do pass to Committee on APPROPRIATIONS. (7-0)</p>
CA AB 1813	<p>AUTHOR: Frazier [D] TITLE: High-Speed Rail Authority: Membership FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/08/2016 DISPOSITION: Pending LOCATION: Assembly Appropriations Committee SUMMARY: Provides for appointment of one Member of the Senate by the Senate Committee on Rules and one Member of the Assembly by the Speaker of the Assembly to serve as ex officio members of the High-Speed Rail Authority. STATUS: 03/14/2016 From ASSEMBLY Committee on TRANSPORTATION: Do pass to Committee on APPROPRIATIONS. (16-0)</p>
CA AB 1814	<p>AUTHOR: Allen T [R] TITLE: State Highways: Roadside Rests FISCAL yes COMMITTEE: URGENCY no CLAUSE:</p>

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INTRODUCED: 02/08/2016
LAST AMEND: 03/15/2016
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/11/2016 2:30 pm

SUMMARY:

Requires the Department of Transportation to update the Safety Roadside Rest Master Plan, and to identify any changes to State or federal law that would be required in order to facilitate public-private partnerships for roadside rest areas that would be located outside of the highway right-of-way.

STATUS:

03/15/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
03/15/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 1815

AUTHOR: Alejo [D]
TITLE: Global Warming Solutions Act of 2006
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/08/2016
LAST AMEND: 03/28/2016
DISPOSITION: Pending
COMMITTEE: Assembly Natural Resources Committee
HEARING: 04/04/2016 2:30 pm

SUMMARY:

Requires the Environmental Protection Agency to establish a comprehensive technical assistance program, upon the appropriation of moneys from the Greenhouse Gas Reduction Fund, for eligible applicants assisting eligible communities. Requires the Agency to provide technical assistance to communities based on a specified priority. Requires the Department of Finance to include in a specified investment plan an allocation to the Agency for that technical assistance program.

STATUS:

03/28/2016 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
03/28/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

CA AB 1833

AUTHOR: Linder [R]
TITLE: Transportation Projects: Environmental Mitigation
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/09/2016
LAST AMEND: 03/16/2016
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/04/2016 2:30 pm

SUMMARY:

Creates the Advanced Mitigation Program in the Department of Transportation to implement environmental mitigation measures in advance of future transportation projects. Requires the Department to establish a steering committee to advise the Department in that regard.

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STATUS:
 03/16/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
 03/16/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 1886	<p>AUTHOR: McCarty [D] TITLE: Environmental Quality Act: Transit Priority Projects FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/11/2016 DISPOSITION: Pending LOCATION: Assembly Natural Resources Committee SUMMARY: Amends the Environmental Quality Act that specifies that a project is considered to be within a specified distance of a major transit stop or high quality transit corridor if all parcels within the project have no more than a specified percentage of their area farther than a specified distance from the stop or corridor. Increases the percentage of that area. STATUS: 02/25/2016 To ASSEMBLY Committee on NATURAL RESOURCES.</p>
CA AB 1908	<p>AUTHOR: Harper [R] TITLE: High Occupancy Vehicle Lanes FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/11/2016 LAST AMEND: 03/17/2016 DISPOSITION: Pending COMMITTEE: Assembly Transportation Committee HEARING: 04/04/2016 2:30 pm SUMMARY: Prohibits a high occupancy vehicle lane from being established on a state highway in southern California, unless that lane is established as a high occupancy vehicle lane only during the hours of heavy commuter traffic, as determined by the Department of Transportation. Requires any existing high occupancy vehicle lane in southern California to be modified to conform with those requirements. STATUS: 03/17/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments. 03/17/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.</p>
CA AB 1919	<p>AUTHOR: Quirk [D] TITLE: Local Transportation Authorities: Bonds FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/11/2016 DISPOSITION: Pending LOCATION: Assembly Transportation Committee</p>

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SUMMARY:

Relates to the Local Transportation Authority and Improvement Act. Provides for accrued interest and premiums received on the sale of bonds to be placed in the treasury of the local transportation authority to be used for allowable transportation purposes.

STATUS:

02/25/2016 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 1943	AUTHOR:	Linder [R]
	TITLE:	Vehicles: Parking: Public Grounds
	FISCAL	no
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/12/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/11/2016 2:30 pm
	SUMMARY:	Relates to existing law which prohibits a person from driving or parking a vehicle upon the driveways, paths, or grounds of specified public entities, including a public transportation agency. Revises the definition of public transportation agency to include a county transportation commission.
	STATUS:	
	02/25/2016	To ASSEMBLY Committee on TRANSPORTATION.
CA AB 1964	AUTHOR:	Bloom [D]
	TITLE:	High-Occupancy Vehicle Lanes: Vehicle Exceptions
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/12/2016
	LAST AMEND:	03/28/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/04/2016 2:30 pm
	SUMMARY:	Extends the operation of provisions allowing super ultra-low emission vehicles, ultra-low emission vehicles, partial zero-emission vehicles, or transitional zero-emission vehicles to use HOV lanes until the date federal authorization expires, or until the Secretary of State receives a specified notice, whichever occurs first. Relates to vehicles that display a special identifier allowing such vehicles to use HOV lanes.
	STATUS:	
	03/28/2016	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	03/28/2016	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
CA AB 1982	AUTHOR:	Bloom [D]
	TITLE:	Greenhouse Gas Reduction Fund Traffic Synchronization
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/16/2016

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DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/11/2016 2:30 pm
SUMMARY:

Relates to greenhouse gases. Requires that an eligible traffic signal synchronization project be timed to move vehicles at a specified average speed.

STATUS:
02/25/2016 To ASSEMBLY Committees on TRANSPORTATION and NATURAL RESOURCES.

CA AB 2014	AUTHOR:	Melendez [R]
	TITLE:	Freeway Service Patrol Act: Workload Study
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/16/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/11/2016 2:30 pm
	SUMMARY:	Requires the Department of the California Highway Patrol, in coordination with the Department of Transportation, to complete a workload study to assess resource needs to supervise freeway service patrols. Requires the departments to prepare their annual budget requests to the Legislature to accommodate the CHP's oversight of increased freeway service patrols.
	STATUS:	
	03/05/2016	Re-referred to ASSEMBLY Committee on TRANSPORTATION.
CA AB 2034	AUTHOR:	Salas [D]
	TITLE:	Department of Transportation: Environmental Review
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/16/2016
	LAST AMEND:	03/17/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/04/2016 2:30 pm
	SUMMARY:	Amends existing law that requires the U.S. Secretary of Transportation to carry out a surface transportation project delivery program, under which the participating states assume certain responsibilities for environmental review and clearance of transportation projects to delete the repeal date and thereby extend these provisions indefinitely.
	STATUS:	
	03/17/2016	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	03/17/2016	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
CA AB 2049	AUTHOR:	Melendez [R]
	TITLE:	Bonds: Transportation
	FISCAL	yes
	COMMITTEE:	

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URGENCY yes
CLAUSE:
INTRODUCED: 02/17/2016
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/11/2016 2:30 pm
SUMMARY:

Provides that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as provided with respect to certain existing appropriations. Requires redirection of the proceeds received from certain outstanding bonds for use in retiring certain debt.

STATUS:
02/29/2016 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 2087 **AUTHOR:** Levine [D]
TITLE: Regional Conservation Frameworks
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/17/2016
DISPOSITION: Pending
COMMITTEE: Assembly Water, Parks and Wildlife Committee
HEARING: 04/12/2016 9:00 am
SUMMARY:
Authorizes the Department of Fish and Wildlife in the Natural Resources Agency to prepare or approve, and to adopt and amend, a regional conservation framework that identifies wildlife and habitat conservation needs, guides investments in conservation, infrastructure planning and compensatory mitigation for impacts to natural resources. Informs infrastructure planning, land use planning and the design and implementation of public and private projects. Relates to conservation action plans.
STATUS:
02/29/2016 To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.

CA AB 2090 **AUTHOR:** Alejo [D]
TITLE: Low Carbon Transit Operations Program
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/17/2016
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/11/2016 2:30 pm
SUMMARY:
Authorizes moneys appropriated to the Low Carbon Transit Operations Program to be expended to support the operation of existing bus or rail service if the governing board of the requesting transit agency declares a fiscal emergency and other criteria are met.
STATUS:
02/29/2016 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 2094 **AUTHOR:** Obernolte [R]
TITLE: Greenhouse Gas Reduction Fund: State and Local Funds
FISCAL yes
COMMITTEE:

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URGENCY no
CLAUSE:
INTRODUCED: 02/17/2016
LAST AMEND: 03/18/2016
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/11/2016 2:30 pm

SUMMARY:

Transfers an specified amount of money from the Greenhouse Gas Reduction Fund to the Retail sales Tax Fund annually. States that the transferred revenues shall be considered part of the revenues allocated to local transportation funds from the Retail Sales Tax Fund. Provides that, in each year of the above-stated transfer, a specified amount of money would be appropriated from the Retail Sales Tax Fund for allocation to State highway and local street and road purposes.

STATUS:

03/18/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
03/18/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 2126

AUTHOR: Mullin [D]
TITLE: Public Contracts: Construction Manager/General Contract
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/17/2016
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/11/2016 2:30 pm

SUMMARY:

Authorizes the Department of Transportation to use the Construction Manager/General Contractor method on a specified number of projects and requires a specified number of such projects to use Department employees or consultants under contract with the Department to perform all project design and engineering services.

STATUS:

03/17/2016 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 2148

AUTHOR: Holden [D]
TITLE: Unmanned Aircraft Systems: Regulation
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/17/2016
LAST AMEND: 03/16/2016
DISPOSITION: Pending
COMMITTEE: Assembly Privacy and Consumer Protection Committee
HEARING: 04/05/2016 1:30 pm

SUMMARY:

Requires the Department of Fish and Wildlife and the Department of Parks and Recreation to develop guidelines for the use of unmanned aircraft systems, commonly known as drones, over the public lands managed by each department.

STATUS:

03/16/2016 From ASSEMBLY Committee on PRIVACY AND CONSUMER

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PROTECTION with author's amendments.

03/16/2016

In ASSEMBLY. Read second time and amended. Re-referred to Committee on PRIVACY AND CONSUMER PROTECTION.

CA AB 2170	AUTHOR:	Frazier [D]	SANBAG Position: SUPPORT
	TITLE:	Trade Corridors Improvement Fund: Federal Funds	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/18/2016	
	LAST AMEND:	03/15/2016	
	DISPOSITION:	Pending	
	COMMITTEE:	Assembly Transportation Committee	
	HEARING:	04/04/2016 2:30 pm	
	SUMMARY:	Requires revenues apportioned to the state from the National Highway Freight Program established by the federal Fixing America's Surface Transportation Act to be allocated for trade corridor improvement projects approved pursuant to these provisions. Deletes consideration of the Air Resources Board's Sustainable Freight Strategy and the statewide port master plan. Includes consideration of the applicable port master plan when determining eligible projects for funding, and railroad and airport improvements.	
	STATUS:		
	03/15/2016	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.	
	03/15/2016	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.	
CA AB 2222	AUTHOR:	Holden [D]	
	TITLE:	Transit Passes	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/18/2016	
	DISPOSITION:	Pending	
	COMMITTEE:	Assembly Transportation Committee	
	HEARING:	04/11/2016 2:30 pm	
	SUMMARY:	Appropriates a specified sum annually from the Greenhouse Gas Reduction Fund for the Transit Pass Program. Provides for moneys to be allocated to support transit pass programs of public agencies that provide free or reduced-fare transit passes to public school students and community college, California State University, and University of California students.	
	STATUS:		
	03/03/2016	To ASSEMBLY Committee on TRANSPORTATION.	
CA AB 2276	AUTHOR:	Brown [D]	
	TITLE:	Greenhouse Gases: Emission Reduction	
	FISCAL	no	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/18/2016	
	DISPOSITION:	Pending	
	LOCATION:	ASSEMBLY	

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SUMMARY:

Relates to greenhouse gases and emissions reduction. Makes nonsubstantive changes to existing law that requires a project eligible for funding pursuant to the program to be encouraged to promote specified objectives and economic growth, reduce public fiscal costs, support civic partnerships and stakeholder engagement, and integrate and leverage existing housing, transportation, and land use programs.

STATUS:

02/18/2016 INTRODUCED.

CA AB 2289	AUTHOR:	Frazier [D]
	TITLE:	Capital Improvement Projects
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/04/2016 2:30 pm
	SUMMARY:	Adds to the capital projects relative to the operation of those state highways and bridges. Prepares a state highway operation and protection program.
	STATUS:	
		03/03/2016 To ASSEMBLY Committee on TRANSPORTATION.
CA AB 2293	AUTHOR:	Garcia [D]
	TITLE:	Greenhouse Gas Reduction Fund: Green Assistance Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	LAST AMEND:	03/29/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Natural Resources Committee
	HEARING:	04/04/2016 2:30 pm
	SUMMARY:	Establishes the Green Assistance Program, to be administered by the Secretary for Environmental Protection to assist small businesses, small nonprofit organizations, and small cities in applying for moneys for program using moneys from the Greenhouse Gas Reduction Fund.
	STATUS:	
		03/29/2016 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
		03/29/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.
CA AB 2303	AUTHOR:	Holden [D]
	TITLE:	Vehicles: Specialized License Plates
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	LAST AMEND:	03/28/2016

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DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/11/2016 2:30 pm
SUMMARY:

Requires the Department of Motor Vehicles, if a specified number of applications are received, to add a specified license plate design utilized by the Department during a specified time period to the California Legacy License Plate Program. Requires the Department to make available for issuance bicycle awareness plates if certain conditions are satisfied.

STATUS:

03/28/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
 03/28/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 2332	AUTHOR:	Garcia E [D]
	TITLE:	Transportation
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/11/2016 2:30 pm
	SUMMARY:	Requires the Transportation Commission to establish a process whereby the local agencies receiving certain funding for highway capital improvements to prioritize projects that provide meaningful benefits to the mobility and safety needs of disadvantaged community residents.
	STATUS:	
	03/03/2016	To ASSEMBLY Committee on TRANSPORTATION.
CA AB 2343	AUTHOR:	Garcia [D]
	TITLE:	Greenhouse Gas Reduction Fund
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Natural Resources Committee
	SUMMARY:	Relates to the California Global Warming Solutions Act of 2006, and regulating sources of emissions of greenhouse gases. Requires a minimum percentage of the moneys in the fund to be allocated to projects located in a city of an unspecified population within a disadvantaged community.
	STATUS:	
	03/03/2016	To ASSEMBLY Committee on NATURAL RESOURCES.
CA AB 2348	AUTHOR:	Levine [D]
	TITLE:	Department of Finance: Infrastructure Investigation
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016

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DISPOSITION: Pending
COMMITTEE: Assembly Public Employees, Retirement and Social Security Committee
HEARING: 04/20/2016 9:00 am

SUMMARY:

Authorizes the Department of Finance to identify infrastructure projects in the state for which the department will guarantee a rate of return on investment for an investment made in that infrastructure project by the Public Employment Retirement System, the State Teacher's Retirement Plan, or the retirement system created pursuant to the County Employees Retirement Law of 1937. Creates the Reinvesting in California Special Fund to pay the Return investment rate.

STATUS:

03/03/2016 To ASSEMBLY Committee on PUBLIC EMPLOYEES, RETIREMENT AND SOCIAL SECURITY.

CA AB 2374

AUTHOR: Chiu [D]
TITLE: Construction Manager/General Contractor Method
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/18/2016
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/04/2016 2:30 pm
SUMMARY:

Authorizes regional transportation agencies also to use certain authority on ramps that are not on the state highway system. Removes the requirement that the project be developed in accordance with an expenditure plan approved by voters.

STATUS:

03/08/2016 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 2382

AUTHOR: Lopez [D]
TITLE: High-Speed Rail Authority: Membership
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/18/2016
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/11/2016 2:30 pm
SUMMARY:

Requires at least one member appointed by the Governor to the High-Speed Rail Authority to be a person who works directly with communities in the state that are most significantly burdened by, and vulnerable, high levels of pollution.

STATUS:

03/08/2016 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 2408

AUTHOR: Eggman [D]
TITLE: Greenhouse Gas Reduction Fund
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:

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INTRODUCED: 02/19/2016
LAST AMEND: 03/18/2016
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY:

Authorizes the allocation of money from the Greenhouse Gas Reduction Fund to maximize the delivery of integrated greenhouse gas reduction projects for households in low-income and disadvantaged communities. Requires State agencies and departments administering grant programs receiving an allocation from the Fund to update the guidelines for their grant programs to promote the coordination of the grantees. Provides funding priorities.

STATUS:

03/18/2016 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
 03/18/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

CA AB 2411	AUTHOR:	Frazier [D]
	TITLE:	Transportation Revenues
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/04/2016 2:30 pm
	SUMMARY:	
		Deletes the transfer of miscellaneous revenues to the Transportation Debt Service Fund. Requires the miscellaneous revenues to be retained in the State Highway Account and to be used solely for transportation expenditures consistent with the restrictions for expenditures consistent with the restrictions for expenditure of fuel tax revenues.
	STATUS:	
	03/08/2016	To ASSEMBLY Committee on TRANSPORTATION.
CA AB 2413	AUTHOR:	Thurmond [D]
	TITLE:	Sea Level Rise Preparation
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Natural Resources Committee
	SUMMARY:	
		Requires the Natural Resources Agency to complete a study outlining the potential impact of sea level rise on low-income and at-risk communities and public projects and infrastructure. Requires the agency based on study, to make recommendations on preparing for sea level rise.
	STATUS:	
	03/08/2016	To ASSEMBLY Committee on NATURAL RESOURCES.
CA AB 2415	AUTHOR:	Garcia E [D]
	TITLE:	Clean Technology Program
	FISCAL	yes
	COMMITTEE:	

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URGENCY: no
CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/04/2016 2:30 pm
SUMMARY:

Creates the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program that funds zero- and near-zero-emission truck, bus, and off-road vehicle and equipment technologies and related projects with priority given to certain projects, including projects that benefit disadvantaged communities.

STATUS:
03/08/2016 To ASSEMBLY Committees on TRANSPORTATION and NATURAL RESOURCES.

CA AB 2432 **AUTHOR:** Brown [D]
TITLE: State and Local Truck Routes and Services
FISCAL: yes
COMMITTEE:
URGENCY: no
CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
LOCATION: Assembly Transportation Committee
SUMMARY:
Relates to the Department of Transportation. Requires the Department to prepare an inventory of all state and locally designated truck routes and services, publish a statewide Truck Route Network Internet Web site, and prepare a plan and schedule for addressing all inefficiencies and truck transportation network gaps, including an estimate of the annual cost and the total cost of carrying out the plan.
STATUS:
03/08/2016 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 2435 **AUTHOR:** Mayes [R]
TITLE: Local Government Organization
FISCAL: no
COMMITTEE:
URGENCY: no
CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
LOCATION: ASSEMBLY
SUMMARY:
Makes a technical, nonsubstantive change relating to the territory of a disincorporated city, all inhabitants within the territory, and all persons formerly entitled to vote by reason of residing within that territory, and providing that such persons are no longer subject to the jurisdiction of the disincorporated city.
STATUS:
02/19/2016 INTRODUCED.

CA AB 2438 **AUTHOR:** Waldron [R]
TITLE: Environmental Quality Act
FISCAL: yes
COMMITTEE:
URGENCY: no

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CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
COMMITTEE: Assembly Natural Resources Committee
HEARING: 04/04/2016 2:30 pm

SUMMARY:

Relates to the Environmental Quality Act (CEQA). Exempts from CEQA a project for the construction and installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline for the distribution of recycled water within a public street, highway, or right-of-way. Requires a public hearing.

STATUS:

03/08/2016 To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 2452

AUTHOR: Quirk [D]
TITLE: Environmental Quality Act and Judicial Remedies
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee

SUMMARY:

Relates to the California Environmental Quality Act (CEQA) and environmental impact reports. Relates to an action or proceeding under CEQA. Prohibits a court from staying or enjoining transportation infrastructure projects based solely on the project's potential contribution to the emissions of greenhouse gases.

STATUS:

03/08/2016 To ASSEMBLY Committees on NATURAL RESOURCES and JUDICIARY.

CA AB 2492

AUTHOR: Alejo [D]
TITLE: Community Revitalization
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
LOCATION: Assembly Housing and Community Development Committee

SUMMARY:

Amends existing law which authorizes certain local agencies to form a community revitalization and investment authority for purposes related to infrastructure, affordable housing, and economic revitalization. Authorizes a certain calculation to be made with a combination of census tracts and census block groups. Authorizes an authority to receive funds allocated to it pursuant to a resolution adopted by a city or county and to transfer such funds from certain tax and assessment revenues.

STATUS:

03/08/2016 To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.

CA AB 2514

AUTHOR: Brown [D]
TITLE: Redevelopment: Successor Agencies to Redevelopment
FISCAL yes

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COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
COMMITTEE: Assembly Local Government Committee
HEARING: 04/06/2016 1:30 pm
SUMMARY:

Includes federal base reuse obligations for the former Norton Air Force Base pursuant to specified agreements as preexisting obligation to the state or obligation imposed by state law.

STATUS:

03/08/2016 To ASSEMBLY Committees on LOCAL GOVERNMENT and HOUSING AND COMMUNITY DEVELOPMENT.

CA AB 2542

AUTHOR: Gatto [D]
TITLE: Streets and Highways: Reversible Lanes
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
LAST AMEND: 03/15/2016
DISPOSITION: Pending
LOCATION: Assembly Transportation Committee
SUMMARY:

Requires the Department of Transportation or a regional transportation planning agency, when submitting a capacity-increasing project or a major street or highway lane realignment project to the Transportation Commission for approval, to demonstrate that reversible lanes were considered for the project.

STATUS:

03/15/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments.

03/15/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 2642

AUTHOR: Garcia E [D]
TITLE: Removing Barriers to Employment Act
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
COMMITTEE: Assembly Jobs, Economic Development, and The Economy Committee
HEARING: 04/19/2016 9:00 am
SUMMARY:

Enacts the Removing Barriers to Employment Act, which would require the Workforce Investment Board to create a grant program to provide funds to local workforce investment boards and community-based organizations working in partnership on proposals that will address the needs of the persons who have multiple barriers to employment.

STATUS:

03/10/2016 To ASSEMBLY Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY.

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CA AB 2653	AUTHOR: Garcia E [D] TITLE: Greenhouse Gas Reduction Fund: Report FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/19/2016 DISPOSITION: Pending LOCATION: Assembly Natural Resources Committee SUMMARY: Creates additional requirements on state agencies submitting reports, including, among other things, identifying the types of business entities receiving moneys and the actions taken to connect residents of disadvantaged communities, and other target populations with the business, employment, and training opportunities offered throughout activities funded with money from the Greenhouse Gas Reduction Fund. STATUS: 03/10/2016 To ASSEMBLY Committee on NATURAL RESOURCES.
CA AB 2697	AUTHOR: Bonilla [D] TITLE: Successor Agencies: Disposal of Assets FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/19/2016 DISPOSITION: Pending LOCATION: Assembly Housing and Community Development Committee SUMMARY: Requires a successor agency, prior to the disposal of land of the former redevelopment agency, to send a written offer to sell for the purposes of developing low- and moderate-income housing to any local public entity within whose jurisdiction the land is located. Requires the sale of land of the former redevelopment agency to be subject to certain requirements relating to affordable housing. STATUS: 03/10/2016 To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.
CA AB 2708	AUTHOR: Daly [D] TITLE: Department of Transportation: Lean 6-SIGMA Program FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/19/2016 LAST AMEND: 03/18/2016 DISPOSITION: Pending COMMITTEE: Assembly Transportation Committee HEARING: 04/11/2016 2:30 pm SUMMARY: Requires the Department of Transportation to conduct a study to assess the implementation of the Lean 6-SIGMA program to determine the effectiveness of streamlining the application process for private architectural and engineering firms to provide professional and technical project development services to the Department. STATUS: 03/18/2016 From ASSEMBLY Committee on TRANSPORTATION with

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author's amendments.

03/18/2016

In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 2722	AUTHOR:	Burke [D]
	TITLE:	Transformative Climate Communities Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Natural Resources Committee
	SUMMARY:	Creates the Transformative Climate Communities Program. Appropriates funds from the Greenhouse Gas Reduction Fund. Requires the council to award competitive grants to specified eligible entities for transformative climate community plans in disadvantaged communities.
	STATUS:	
	03/10/2016	To ASSEMBLY Committee on NATURAL RESOURCES.
CA AB 2741	AUTHOR:	Salas [D]
	TITLE:	Long-Range Transportation Planning: State Plan
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	LAST AMEND:	03/18/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/11/2016 2:30 pm
	SUMMARY:	Requires the State's long range transportation plan to be approved by the Transportation Commission.
	STATUS:	
	03/18/2016	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
	03/18/2016	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
CA AB 2742	AUTHOR:	Nazarian [D]
	TITLE:	Transportation Projects: Development Lease Agreements
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/11/2016 2:30 pm
	SUMMARY:	Authorizes the Department of Transportation and regional transportation agencies to enter into comprehensive development lease agreements with public and private entities for certain transportation projects that may charge certain users of those projects tolls and user fees and

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provides for the authority to enter into public-private partnerships under these provisions.

STATUS:

03/10/2016 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 2762	AUTHOR: Baker [R] TITLE: Toll Bridges: Pedestrians and Bicycles FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/19/2016 LAST AMEND: 03/15/2016 DISPOSITION: Pending COMMITTEE: Assembly Transportation Committee HEARING: 04/11/2016 2:30 pm SUMMARY: Provides for the extension of existing law the prohibits a toll from being imposed on the passage of a pedestrian or bicycle over any bridge that is part of the State highway system.
	STATUS: 03/15/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments. 03/15/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.
CA AB 2783	AUTHOR: Garcia E [D] TITLE: Affordable Housing and Sustainable Communities FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/19/2016 LAST AMEND: 03/28/2016 DISPOSITION: Pending LOCATION: Assembly Housing and Community Development Committee SUMMARY: Requires the Strategic Growth Council to revise guidelines and selection criteria with respect to affordable housing projects that qualify under the Affordable Housing and Sustainable Communities Program's rural innovation project area.
	STATUS: 03/28/2016 From ASSEMBLY Committee on HOUSING AND COMMUNITY DEVELOPMENT with author's amendments. 03/28/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on HOUSING AND COMMUNITY DEVELOPMENT.
CA AB 2796	AUTHOR: Low [D] TITLE: Active Transportation Program FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/19/2016 DISPOSITION: Pending COMMITTEE: Assembly Transportation Committee HEARING: 04/11/2016 2:30 pm SUMMARY:

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Relates to the Active Transportation Program in the Department of Transportation. Relates to biking and walking. Requires a minimum of available funds in each distribution category to be awarded for planning and community engagement for active transportation in disadvantaged communities and for non-infrastructure purposes.

STATUS:

03/10/2016 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 2847	AUTHOR:	Patterson [R]
	TITLE:	State Highways: Transfer to Local Agencies
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/11/2016 2:30 pm
	SUMMARY:	Relates to the Department of Transportation. Requires the department to participate in a pilot program under which 3 counties, one in Northern California, one in Southern California and one in the central valley, are selected to operate, maintain, and make improvements to all state highways, including freeways, in the affected county.
	STATUS:	
	03/14/2016	To ASSEMBLY Committees on TRANSPORTATION and LOCAL GOVERNMENT.
CA ACA 11	AUTHOR:	Gatto [D]
	TITLE:	Public Utilities Commission
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	03/09/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Utilities and Commerce Committee
	SUMMARY:	Authorizes the Legislature to reallocate or reassign all or a portion of the functions of the Public Utilities Commission to other state agencies, departments, boards, or other entities, consistent with specified purposes. Directs the Legislature to adopt appropriate structures to provide greater accountability for the public utilities of the state and provide the necessary guidance to the commission to focus its regulatory efforts on safety, reliability, and ratesetting.
	STATUS:	
	03/14/2016	To ASSEMBLY Committee on UTILITIES AND COMMERCE.
CA ACR 128	AUTHOR:	Brown [D]
	TITLE:	Deputy Sheriff Jeffery A. Hill Memorial Interchange
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/28/2016
	LAST AMEND:	02/04/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Appropriations Committee

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SUMMARY:

Designates the interchange of Interstate Routes 15 and 215 in the County of San Bernardino as the San Bernardino County Deputy Sheriff Jeffery A. Hill Memorial Interchange.

STATUS:

03/14/2016 From ASSEMBLY Committee on TRANSPORTATION: Be adopted to Committee on APPROPRIATIONS. (16-0)

CA SB 32	AUTHOR:	Pavley [D]
	TITLE:	Global Warming Solutions Act of 2006
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	12/01/2014
	LAST AMEND:	09/10/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Assembly Natural Resources Committee
	SUMMARY:	Requires the State Air Resources Board to approve a specified statewide greenhouse gas emission limits that are the equivalent to a specified percentage below the 1990 level to be achieved by 2030. Revises current provisions of existing law regarding the implementation of the next update of a greenhouse gas scoping plan under existing law. Requires reports regarding reaching these limits.
	STATUS:	
	09/10/2015	Re-referred to ASSEMBLY Committee on NATURAL RESOURCES.
	09/10/2015	From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
	09/10/2015	In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.
CA SB 39	AUTHOR:	Pavley [D]
	TITLE:	Vehicles: High-Occupancy Vehicle Lanes
	FISCAL	yes
	COMMITTEE:	
	URGENCY	yes
	CLAUSE:	
	INTRODUCED:	12/01/2014
	LAST AMEND:	04/08/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Increases the number of vehicle identifiers that the Department of Motor Vehicle is authorized to issue for HOV lane usage.
	STATUS:	
	05/22/2015	To ASSEMBLY Committee on TRANSPORTATION.
CA SB 66	AUTHOR:	Leyva [D]
	TITLE:	Career Technical Education
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/07/2015
	LAST AMEND:	01/14/2016

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DISPOSITION: Pending
LOCATION: ASSEMBLY

SUMMARY:

Requires the Department of Community Affairs to make available to the Office of the Chancellor of the California Community Colleges any licensure information the Department has in electronic format for its boards, bureaus, commissions, or programs for the sole purpose of enabling the Office to measure employment outcomes of students who participate in career technical education programs offered by the California Community Colleges and recommend how these program may be improved.

STATUS:

01/25/2016 In SENATE. Read third time. Passed SENATE. *****To ASSEMBLY. (38-0)

CA SB 91	AUTHOR:	Budget and Fiscal Review Cmt
	TITLE:	Greenhouse Gas Reduction Fund: Investment Plan
	FISCAL	no
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/09/2015
	LAST AMEND:	09/04/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Assembly Budget Committee
	SUMMARY:	Expresses the intent of the Legislature to enact legislation that amends the Budget Act of 2015 to reflect an expenditure plan for moneys in the Greenhouse Gas Reduction Fund that conforms to the 2015 investment plan for the moneys in the Fund as adopted by the Legislature.
	STATUS:	
	09/04/2015	In ASSEMBLY. Read third time and amended. To third reading.
	09/04/2015	Re-referred to ASSEMBLY Committee on BUDGET.
CA SB 122	AUTHOR:	Jackson [D]
	TITLE:	Environmental Quality Act: Record of Proceedings
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/15/2015
	LAST AMEND:	06/01/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Amends the Environmental Quality Act. Relates to a database for the collection, storage, retrieval, and dissemination of environmental documents, notices of exemption, notices of preparation, notices of determination, and notices of completion provided to the office that shall be available online to the public through the internet. Provides for the phase-in of electronic documents. Requires the lead agency to submit to the State Clearinghouse a sufficient number of environmental documents for review.
	STATUS:	
	08/27/2015	In ASSEMBLY Committee on APPROPRIATIONS: Not heard.
CA SB 207	AUTHOR:	Wieckowski [D]
	TITLE:	Greenhouse Gas Reduction Fund
	FISCAL	yes

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COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/11/2015
LAST AMEND: 03/24/2015
DISPOSITION: Pending - Carryover
LOCATION: Assembly Natural Resources Committee
SUMMARY:

Amends existing law that requires a State agency expending moneys from the Greenhouse Gas Reduction Fund to create a records that includes a description of the expenditure and how it will contribute to achieving and maintaining greenhouse gas emissions reductions. Requires that record to be posted on the Internet Web sites of the related State agency and the State Air Resources Board prior to the expending of those moneys.

STATUS:
05/14/2015 To ASSEMBLY Committee on NATURAL RESOURCES.

CA SB 254

AUTHOR: Allen [D]
TITLE: Campaign Finance: Advisory Election
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/18/2015
LAST AMEND: 03/03/2016
DISPOSITION: Pending
LOCATION: Assembly Rules Committee
SUMMARY:

Calls a special election to be consolidate with the November statewide general election. Requires the Secretary of State to submit to the voters at that consolidated election an advisory question asking whether the Congress of the United States should propose, and the State legislature should ratify, an amendment or amendments to the United States Constitution to overturn Citizens United v. Federal Election Commission, and other applicable judicial precedents, and to communicate the results to Congress.

STATUS:
03/17/2016 Re-referred to ASSEMBLY Committee on RULES.

CA SB 321

AUTHOR: Beall [D]
TITLE: Motor Vehicle Fuel Taxes: Rates: Adjustments
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/23/2015
LAST AMEND: 08/18/2015
DISPOSITION: Pending - Carryover
FILE: A-5
LOCATION: Senate Inactive File
SUMMARY:

Relates to motor fuel tax rates. Requires the State Board of Equalization to adjust the rate in a manner as to generate an amount of revenue equal to the amount of revenue loss attributable to an exception that reflects the combined average of the actual fuel price over previous fiscal years and the estimated fuel price for the current fiscal year. Relates to revenue neutrality for each year.

STATUS:
09/11/2015 In SENATE. From Unfinished Business. To Inactive File.

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CA SB 398	AUTHOR: Leyva [D] TITLE: Green Assistance Program FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/25/2015 LAST AMEND: 06/02/2015 DISPOSITION: Pending - Carryover LOCATION: Assembly Appropriations Committee SUMMARY: Establishes the Green Assistance Program, to be administered by the Secretary for Environmental Protection that provides technical assistance to small businesses, small nonprofits, and disadvantaged communities in applying for an allocation of moneys from the Greenhouse Gas Reduction Fund. STATUS: 08/27/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
CA SB 471	AUTHOR: Pavley [D] TITLE: Water, Energy, Reduction of Greenhouse Gas Emissions FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 LAST AMEND: 08/17/2015 DISPOSITION: Pending - Carryover LOCATION: Assembly Appropriations Committee SUMMARY: Includes reduction of greenhouse emissions associated with water treatment among the investments that are eligible for funding from the Greenhouse Gas Reduction Fund. Requires the State Water Resources Control Board to establish a grant and loan program for water projects that result in the net reduction of water-related greenhouse gas emissions. STATUS: 08/27/2015 In ASSEMBLY. Joint Rule 62(a) suspended. 08/27/2015 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
CA SB 551	AUTHOR: Wolk [D] TITLE: State Water Policy: Water and Energy Efficiency FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/26/2015 LAST AMEND: 07/06/2015 DISPOSITION: Pending - Carryover LOCATION: Assembly Appropriations Committee SUMMARY: Declares the policy of the state that water use and water treatment shall operate in a manner that is as energy efficient as is feasible and energy use and generation shall operate in a manner that is as water efficient as is feasible. Requires all relevant state agencies to consider this state policy when revising, or establishing policies, regulations, and grant criteria when

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pertinent to these uses of water and energy.

STATUS:

08/27/2015

In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

CA SB 552	AUTHOR:	Wolk [D]	
	TITLE:	Public Water Systems: Disadvantaged Communities	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/26/2015	
	LAST AMEND:	07/07/2015	
	DISPOSITION:	Pending - Carryover	
	LOCATION:	Assembly Rules Committee	
	SUMMARY:	Requires the State Water Resources Control Board to hold at least one initial public meeting prior to ordering the consolidate or extension of public water system service and to obtain the consent of any domestic well owner. Provides any affected resident and domestic well owner within the service area who does not consent is ineligible for any future water-related grant funding. Requires the Board to compensate certain water systems. Prohibits a charge increase for certain customers.	
	STATUS:		
	07/09/2015	Re-referred to ASSEMBLY Committee on RULES.	
CA SB 580	AUTHOR:	Liu [D]	
	TITLE:	Surplus Residential Property: Affordable Housing	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/26/2015	
	LAST AMEND:	09/04/2015	
	DISPOSITION:	Pending	
	LOCATION:	ASSEMBLY	
	SUMMARY:	Authorizes a local housing authority to purchase and rehabilitate surplus residential property within specified cities and a certain ZIP code. Requires the local housing authority to dedicate any profits realized from a subsequent sale to the construction of affordable housing. Authorizes purchase and rehabilitation of properties in specified cities. Provides for an account to deposit proceeds from the sale of surplus residential property.	
	STATUS:		
	01/28/2016	In SENATE. From Inactive File. To third reading.	
	01/28/2016	In SENATE. Ordered returned to ASSEMBLY. *****To ASSEMBLY.	
CA SB 824	AUTHOR:	Beall [D]	SANBAG Position: SUPPORT
	TITLE:	Low Carbon Transit Operations Program	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	01/07/2016	
	LAST AMEND:	03/15/2016	
	DISPOSITION:	Pending	

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COMMITTEE: Senate Transportation and Housing Committee**HEARING:** 04/12/2016 1:30 pm**SUMMARY:**

Authorizes a recipient transit agency that does not submit a project for funding under the Low Carbon Transit Operations Program in a particular fiscal year to retain its funding share for expenditure in a subsequent fiscal year. Requires the Department of Transportation to annually calculate a funding share for each eligible recipient transit agency. Allows a recipient transit agency to loan or transfer its funding share to another transit agency. Relates to reporting requirements for for project funding.

STATUS:

03/15/2016 From SENATE Committee on TRANSPORTATION AND HOUSING with author's amendments.

03/15/2016 In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION AND HOUSING.

CA SB 876

AUTHOR: Liu [D]**TITLE:** Homelessness**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 01/14/2016**LAST AMEND:** 03/28/2016**DISPOSITION:** Pending**LOCATION:** Senate Transportation and Housing Committee**SUMMARY:**

Affords persons experiencing homelessness the right to use public spaces without discrimination based on their housing status and describes basic human and civil rights free from criminal or civil sanctions. Provides civil remedies for aggrieved persons. Requires all applicants for funding from a specified federal program to provide evidence of actions their community is taking to reduce the criminalization of homelessness. Requires compiling information on reducing such criminalization.

STATUS:

03/29/2016 In SENATE Committee on TRANSPORTATION AND HOUSING; Failed passage.

CA SB 885

AUTHOR: Wolk [D]**TITLE:** Construction Contracts: Indemnity**FISCAL** no**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 01/19/2016**DISPOSITION:** Pending**LOCATION:** Senate Judiciary Committee**SUMMARY:**

Specifies, for construction contracts, that a design professional only the has the duty to defend claims that arise out of, or pertain or relate to, negligence, recklessness, or willful misconduct of the design professional. Provides that a design professional would not have a duty to defend claims against any other person or entity arising from a construction project, except that person or entity's reasonable defense costs arising out of the design professional's degree of fault.

STATUS:

01/28/2016 To SENATE Committee on JUDICIARY.

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CA SB 901	AUTHOR:	Bates [R]
	TITLE:	Transportation Projects: Advanced Mitigation Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/21/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	Creates the Advanced Mitigation Program in the Department of Transportation to implement environmental mitigation measures in advance of future transportation projects. Requires the department to set aside certain amounts of future appropriations for this purpose.
	STATUS:	
	02/04/2016	To SENATE Committees on TRANSPORTATION AND HOUSING and ENVIRONMENTAL QUALITY.
CA SB 902	AUTHOR:	Cannella [R]
	TITLE:	Department of Transportation: Environmental Review
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/21/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	Relates to existing federal law that requires the U.S. Secretary of Transportation to carry out a surface transportation delivery program, under which the participating states assume certain responsibilities for environmental review and clearance of transportation projects that would otherwise be the responsibility of the federal government, and that the State consents to such jurisdiction with regard to the State Department of Transportation assumed as a program participant. Requires a related report.
	STATUS:	
	02/04/2016	To SENATE Committee on TRANSPORTATION AND HOUSING.
CA SB 903	AUTHOR:	Nguyen [R]
	TITLE:	Transportation Funds: Loan Repayment
	FISCAL	yes
	COMMITTEE:	
	URGENCY	yes
	CLAUSE:	
	INTRODUCED:	01/21/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	Relates to existing law that provides for loans of revenues from various transportation funds and accounts to the General Fund, including loans from the Traffic Congestion Fund, with various repayment dates. Acknowledges that there a specified amount of moneys in outstanding loans of certain transportation revenues, and would require that amount to be repaid from the General Fund by a specified date to the Traffic Congestion Fund, the Public Transportation Account and the State Highway Account.
	STATUS:	
	02/04/2016	To SENATE Committee on TRANSPORTATION AND HOUSING.

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CA SB 940	AUTHOR:	Vidak [R]
	TITLE:	High-Speed Rail Authority: Eminent Domain: Refusal
	FISCAL	yes
	COMMITTEE:	
	URGENCY	yes
	CLAUSE:	
	INTRODUCED:	02/03/2016
	LAST AMEND:	03/09/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Transportation and Housing Committee
	HEARING:	04/12/2016 1:30 pm
	SUMMARY:	Requires the High-Speed Rail Authority to sell or exchange real property or interest therein if it is no longer necessary for high-speed rail purposes. Requires the Authority to offer certain persons the right to first refusal to purchase that property at fair market value, unless the Authority is unable to locate any of the specified persons within a specified time period of the Authority's initial attempt to locate such persons.
	STATUS:	
	03/16/2016	Re-referred to SENATE Committees on TRANSPORTATION AND HOUSING and JUDICIARY.
CA SB 951	AUTHOR:	McGuire [D]
	TITLE:	Golden State Patriot Passes Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/04/2016
	LAST AMEND:	03/17/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Rules Committee
	SUMMARY:	Appropriates funding annually from the Greenhouse Gas Reduction Fund for the Golden State Patriot Passes Program that would provide veterans with free access to transit services. Requires the development of related program guidelines that describe the methodologies that a participating transit operator would use to demonstration that propose expenditures would reduce greenhouse gas emission, increase veteran mobility, and fulfill specified requirements. Requires the selection of operators to participate.
	STATUS:	
	03/29/2016	From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on RULES. (10-0)
CA SB 998	AUTHOR:	Wieckowski [D]
	TITLE:	Vehicles: Mass Transit Guideways
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/10/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Transportation and Housing Committee
	HEARING:	04/19/2016 1:30 pm
	SUMMARY:	Prohibits a person from operating a motor vehicle, or stopping, parking, or leaving a vehicle standing, on a public mass transit guideway.

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STATUS:
02/18/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 1000 **AUTHOR:** Leyva [D]
TITLE: Land Use: General Plans: Environmental Justice
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/10/2016
DISPOSITION: Pending
COMMITTEE: Senate Governance and Finance Committee
HEARING: 04/06/2016 9:30 am
SUMMARY:

Amends the Planning and Zoning Law. Adds to the required elements of the general plan an environmental justice element that identifies and appraises the burdens of undesirable land uses within disadvantaged communities, or that disproportionately impact a particular population on the basis of race, national origin ethnic group identification, religion, age, sex, sexual orientation, color, or disability for specified purposes.

STATUS:
02/18/2016 To SENATE Committees on GOVERNANCE AND FINANCE and ENVIRONMENTAL QUALITY.

CA SB 1066 **AUTHOR:** Beall [D] **SANBAG Position: SUPPORT**
TITLE: Transportation Funds: Fund Estimates
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/16/2016
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 04/12/2016 1:30 pm
SUMMARY:

Relates to the state transportation improvement program process. Requires certain estimates to identify and include federal funds derived from apportionments made to the state under the Fixing America's Surface Transportation Act of 2015.

STATUS:
02/25/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 1141 **AUTHOR:** Moorlach [R]
TITLE: State Highways: Transfer to Local Agencies: Pilot
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/18/2016
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 04/19/2016 1:30 pm
SUMMARY:

Requires the Department of Transportation to participate in a pilot program to operate, maintain, and make improvements to all state highways, including freeways, in an affected county. Requires moneys to be appropriated for these purposes as a block grant in the annual Budget Act to a participating county.

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STATUS:
03/03/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 1170	AUTHOR:	Wieckowski [D]
	TITLE:	Public Contracts: Water Pollution Prevention Plans
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Governance and Finance Committee
	HEARING:	03/30/2016 9:30 am
	SUMMARY:	Relates to public contracts and pollution prevention plans. Prohibits a public entity, charter city, or charter county from delegating to a contractor the development of a plan to prevent or reduce water pollution or runoff on a public works contract, or to assume responsibility for the completeness and accuracy of a plan developed by that entity.
	STATUS:	
	03/03/2016	To SENATE Committees on GOVERNANCE AND FINANCE and ENVIRONMENTAL QUALITY.
CA SB 1197	AUTHOR:	Cannella [R]
	TITLE:	Intercity rail Corridors: Extensions
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Transportation and Housing Committee
	HEARING:	04/19/2016 1:30 pm
	SUMMARY:	Authorizes the amendment of a joint power agreement to provide for the extension of the affected rail corridor to provide intercity rail service beyond the defined boundaries of the corridor. Requires a proposed extension to first be recommended and justified in the business plan adopted by the joint powers board, and then would require the approval of the Secretary of Transportation.
	STATUS:	
	03/03/2016	To SENATE Committee on TRANSPORTATION AND HOUSING.
CA SB 1259	AUTHOR:	Runner [R]
	TITLE:	Vehicles: Toll Payment: Veterans
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Transportation and Housing Committee
	HEARING:	04/19/2016 1:30 pm
	SUMMARY:	Exempts vehicles occupied by a veteran and displaying a specialized veterans license plate, from payment of a toll or related fines on a toll road, high-occupancy toll lane, toll bridge, toll highway, a vehicular crossing, or any other toll facility.

Attachment A

STATUS:
03/03/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 1305 **AUTHOR:** Morrell [R]
TITLE: Advanced Electrical Distributed Technology
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
LOCATION: Senate Energy, Utilities and Communications Committee
SUMMARY:
 Deletes provisions in existing law relating to advanced electrical distributed generation technology.
STATUS:
 03/03/2016 To SENATE Committee on ENERGY, UTILITIES AND COMMUNICATIONS.

CA SB 1320 **AUTHOR:** Runner [R]
TITLE: State Transportation Commission
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
LOCATION: Senate Transportation and Housing Committee
SUMMARY:
 Excludes the Transportation Commission from the Transportation Agency. Establishes it as an entity in State government. Requires it to act in an independent oversight role. Requires the Department of Transportation to program capital outlay support resources for each project in its State highway operation and protection program. Provides project rejection and acceptance procedures. Requires approval of the Commission of any change in programmed project's cost, scope, or schedule.
STATUS:
 03/03/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 1383 **AUTHOR:** Lara [D]
TITLE: Short-Lived Climate Pollutants
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
DISPOSITION: Pending
COMMITTEE: Senate Environmental Quality Committee
HEARING: 04/06/2016 9:30 am
SUMMARY:
 Requires the State Air Resources Board to approve and implement that comprehensive strategy to reduce emissions of short-lived climate pollutants to achieve a reduction in methane by forty percent, hydro-fluorocarbon gases by forty percent, and anthropogenic black carbon by fifty percent below 2013 levels by 2030.
STATUS:
 03/10/2016 To SENATE Committee on ENVIRONMENTAL QUALITY.

Attachment A

CA SB 1397	AUTHOR: Huff [R] TITLE: Highway Safety and Information Program FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/19/2016 DISPOSITION: Pending COMMITTEE: Senate Transportation and Housing Committee HEARING: 04/19/2016 1:30 pm SUMMARY: Enacts the Highway Safety and Information Act. Authorizes the Department of Transportation to enter into an agreement pursuant to a best value procurement and competitive process for a project with a contractor to construct, upgrade or reconstruct, and operate a network of changeable message signs within the rights-of-way of the state highway system. STATUS: 03/10/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.
CA SB 1464	AUTHOR: De Leon [D] TITLE: Greenhouse Gas Emissions Reduction FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/19/2016 DISPOSITION: Pending LOCATION: Senate Environmental Quality Committee SUMMARY: Amends the California Global Warming Solutions Act of 2006 to require the State Air Resources Board to also consult with local agencies for certain purposes relating to greenhouse gas reduction. STATUS: 03/10/2016 To SENATE Committee on ENVIRONMENTAL QUALITY.

Minute Action

AGENDA ITEM: 15

Date: May 4, 2016

Subject:

Resolution Increasing Authorization to Issue Bonds for PACE Program

Recommendation:

Approve Resolution 16-024 authorizing an increase from \$300,000,000 to \$600,000,000 as the maximum bond authorization for the Property Assessed Clean Energy program, known as the HERO Program.

Background:

On October 2, 2013, the Board of Directors approved Resolution 14-003 that authorized the issuance of Limited Obligation Improvement Bonds in an amount not to exceed \$300 million for a Property Assessed Clean Energy program, known as the HERO Program. These bonds are used as part of the HERO Program to fund energy efficiency, water conservation and clean energy projects for residential property owners. These bonds are sold to our partner Renovate America and the proceeds from the bond sale pay the contractors and suppliers for these projects. The bonds are then paid back by assessments paid as part of the property taxes on the homes receiving the improvements.

When the program launched in 2013, staff made an estimate of how much in bonds we would need to sell in the first few years of the program. Since that time, we have found that the program has been more popular than we anticipated and we will soon reach the \$300 million bond authorization limit. As of March 1, 2016, the HERO Program has funded over \$225 million in improvements for residential property owners.

In order for the HERO Program to continue without interruption, the SANBAG Board of Directors would need to increase the maximum bond authorization for the program. Resolution 16-024 will accomplish this by increasing the bond authorization from \$300 million to \$600 million.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016. This item and the draft of the Resolution have been reviewed by General Counsel.

Responsible Staff:

Duane Baker, Deputy Executive Director

Entity: COG

Board of Directors Agenda Item
May 4, 2016
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Approved
Board of Directors
Date: May 4, 2016
Witnessed By:

Council of Government - COG

RESOLUTION NO. 16-024

**RESOLUTION OF THE BOARD OF THE SAN BERNARDINO
ASSOCIATED GOVERNMENTS AUTHORIZING AN INCREASE
IN THE MAXIMUM BOND AUTHORIZATION FOR ITS LIMITED
OBLIGATION IMPROVEMENT BONDS (SANBAG HERO),**

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

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

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

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

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

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

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

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

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

WHEREAS, on August 26, 2013, judgment was entered in the Validation Action (“Validation Judgment”) ordering, adjudging and decreeing, among other things, that the bonds

authorized by the Original Resolution of Issuance constitute legal, valid, and binding obligations enforceable in accordance with their terms; and

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

WHEREAS, at this time it is anticipated that such Maximum Bond Authorization will be reached in the near future; and

WHEREAS, to avoid any disruption to owners of Residential Parcels desiring to finance the installation of Authorized Improvements, SANBAG must now increase the Maximum Bond Authorization; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to increase the Maximum Bond Authorization, exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including Chapter 29 and the 1915 Act;

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

Section 1. Maximum Bond Authorization. The Board of Directors hereby authorizes the issuance of one or more Series of Bonds under and pursuant to Chapter 29, the Bond Act, the Original Resolution of Issuance, Resolution 14-003 and this Resolution in a maximum principal amount of \$600,000,000.

Section 2. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Bernardino Associated Governments held on May 4, 2016.

SAN BERNARDINO ASSOCIATED GOVERNMENTS (“SANBAG”)

Ryan McEachron, President

ATTEST:

Vicki Watson,
Clerk of the Board

Attachment: Res 16-024 HERO Bond Limit Increase (2763 : Resolution Increasing Authorization to Issue Bonds for PACE Program)

Minute Action

AGENDA ITEM: 16

Date: May 4, 2016

Subject:

Green Tree Boulevard Loan Agreement with the City of Victorville

Recommendation:

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

Approve Contract No. 16-1001481, a term loan agreement in an amount not to exceed \$12,541,940 with the City of Victorville for the Green Tree Boulevard Extension Project, pursuant to Victor Valley Policy 40013 VVMLH-32, pending approval by the City of Victorville.

Background:

The City of Victorville (City) has requested that the San Bernardino County Transportation Authority (SANBAG) loan the City two-thirds of the estimated local Development Impact Fees (DIF) share for the Green Tree Boulevard Extension Project to facilitate project delivery. Per the terms of the loan program, the City will be responsible for one-third of the DIF share, or \$6,270,970, and SANBAG will loan two-thirds of the DIF share, or \$12,541,940. The loan, plus any accrued bonding costs that may be included in the loan if bonding is required, will be applied to the City's share of Victor Valley Major Local Highway Program funds.

The loan follows the Development Mitigation Fair Share Loans and Loan Repayment Program under Victor Valley Policy 40013/VVMLH-32 and the loan template dated May 4, 2016, recommended for Board approval. Besides the DIF loan principal amount, there are additional costs to the City. There is a \$2,750 loan fee for administrative costs and any costs associated with bonds incurred by SANBAG, including interest expense.

A preliminary analysis of Measure I Major Local Highway Program fund needs in the 2016 update to the Ten-Year Delivery Plan indicates that bonding will be necessary to accommodate this loan. SANBAG will bond for up to 2/3 of the loan share against the City's equitable share of Measure I Major Local Highway Program funds, with the debt service to be paid by those funds. DIF funds will reimburse the Major Local Highway Program fund as they are collected and will credit the City's equitable share of those funds.

Per the agreement, on an annual basis the City will transfer to SANBAG all uncommitted DIF 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 \$6.7 million plus 15% of future Road DIF revenue for Credit Agreement obligations.

In accordance with the term loan agreement and Policy 40013/VVMLH-32, if full repayment does not occur by the end of Measure I 2010-2040, the repayment obligation to the Major Local

Entity: CTA

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Highway Program will be considered fulfilled given that sufficient development has not occurred.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on April 22, 2016. This item and the draft loan agreement have been reviewed by SANBAG General Counsel.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001481 Amendment No.: 0 Vendor No.: 02324
 Vendor/Customer Name: City of Victorville Sole Source? Yes No
 Description: Green Tree Boulevard Extension Term Loan Agreement
 Start Date: 5/4/2016 Expiration Date: 6/30/2030 (est) Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001115

Dollar Amount			
Original Contract	\$ 12,541,940.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 12,541,940.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 12,541,940.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 5/4/2016
 Board of Directors Action: Approve Agreement No. 16-1001481 with City of Victorville

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: 16-1001481 CSS Green Tree Term Loan (2766 : Green Tree Boulevard Loan Agreement)

MEASURE I VICTOR VALLEY SUBAREA MAJOR LOCAL HIGHWAYS PROGRAM

TERM LOAN AGREEMENT

(Policy 40013 VVMLH-32)

CITY OF VICTORVILLE

GREEN TREE BOULEVARD EXTENSION PROJECT

CONTRACT 16-1001481

This Term Loan Agreement, nominally dated May 4, 2016, is entered into on the Effective Date by and between the City of Victorville (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 January 6, 2016, Lender’s Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under VICTOR VALLEY MAJOR LOCAL HIGHWAYS PROGRAM Measure I Strategic Plan Policy 400013, sub-policy VVMLH-32.
- B. On February 11, 2015, Borrower and Lender entered into Contract No. 15-1001115 setting forth the funding and other obligations of Borrower and Lender for all phases of the Green Tree Boulevard Extension Project in the City of Victorville.
- C. Under Contract No. 15-1001115 Borrower is obligated to fund the Local Share of estimated Project Costs (defined below) which amount is currently estimated to be \$18,812,910 based upon projected 2019 construction costs.
- D. Pursuant to a separate Project Local Share funding agreement between Borrower, Town of Apple Valley (the “Town”) and the County of San Bernardino (the “County”) to be entered into prior to or simultaneously with this Agreement, Town and County are obligated to contribute to the Local Share as follows: Town is obligated to contribute \$3,981,600 based on the Nexus Study Fair Share of the La Mesa/Nisqualli interchange actual construction costs and the County is obligated to contribute an estimated amount of \$1,127,148 which amount is comprised of \$325,089 as established by the Nexus Study Fair Share for the La Mesa/Nisqualli

interchange and approximately \$802,029 which is the Nexus Study Fair Share for the estimated cost of the improvements within the County's jurisdiction related to the Project.

E. Borrower's obligations and Lender's rights under this Loan Agreement shall not be impaired, impacted or affected in any way by Town and County's performance, or failure to perform or make payments, under the Project Local Share funding agreement.

F. Borrower has requested that Lender loan Borrower two-thirds of the estimated Local Share of Project Costs (under the terms of sub-policy VVMLH-32) in an amount currently estimated to be \$12,541,940 from Borrower's Major Local Highway Program funds.

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 May 4, 2016, 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.

Bond Costs means the pro rata share of any reasonable costs associated with the issuance of any bonds needed to fund Draws. Pursuant to Measure I Policy 40013, VVMLH-32, subsection L.6.j any additional cost of administration of the loan or the bond incurred by SANBAG will be included as a cost to be borne by the Borrower jurisdiction and may be included in the loan.

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

Collateral means Borrower's Uncommitted Development Impact Fees and Victor Valley Major Local Highways Program funds up to the Loan Amount, as more fully described in Exhibit "A".

Contract No. 15-1001115 means the Contract between the City of Victorville and the San Bernardino County Transportation Authority for the Plans Specifications and Estimate, Right-of-Way, and Construction Phases of Green Tree Boulevard Extension Project.

Cost Buy-Down for Project means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to Victor Valley Major Local Highways Program Policy 40013 IV.J. after which 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 a 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 Major Local Highways Program funds or Measure I bond funds in order to pay for the 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, currently estimated to be \$12,541,940, but which amount will be adjusted when actual construction costs for the Project are known

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 (forty-nine percent (49%) for portions of the project within the City of Victorville and seventeen and eight-tenths percent (17.8%) for portions of the project within the County of San Bernardino. The Local Share is estimated to be \$18,812,910. Pursuant to a separate Project Local Share funding agreement between Borrower, Town and County, Town and County are responsible to Borrower for payment of , their portions of the Local Share.

Local Share Project Cost Deposit means one-third of the Local Share for the Project, which is currently estimated to be six million, two hundred seventy thousand, nine hundred seventy

dollars (\$6,270,970). Pursuant to a separate project local share Project Local Share funding agreement between Borrower, Town and County, Town and County are responsible to Borrower for payment of their portions of the Borrower's Local Share Project Cost Deposit. The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

Local Streets Program 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.

Major Local Highways Program Policy means the MLH Program Measure I 2010-2040 Strategic Plan set forth in Policy 40013 adopted by the SANBAG Board April 1, 2009, as revised July 7, 2010, March 4, 2015, and January 6, 2016.

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.

MLH means Major Local Highways.

Nexus Study means that study approved by the SANBAG Board on February 3, 2016, 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 Green Tree Boulevard Extension Project in the City of Victorville, as more fully described in Contract No. 15-1001115.

Project Costs means the total cost of the Project, which are currently estimated to be \$41,263,000.

Project Phase means the Preliminary Engineering and Environmental Document, Plans, Specifications and Estimate work, Right-of-Way work, or Construction 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 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 for which, as of the Effective Date, Borrower has not made previous commitments as listed in Exhibit “B”.

Victor Valley Major Local Highways Program or Major Local Highways Program means the Measure I program in the Victor Valley subarea more fully described in Policy 40013 that provides funds through a reimbursement mechanism directly to local jurisdictions for expenditures incurred for components of any project allocated Victor Valley Major Local Highways Program funding by the SANBAG Board of Directors. The amount of Victor Valley Major Local Highways Program funds available to each jurisdiction in the Victor Valley subarea shall be approximately equivalent over the life of Measure I.

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 the 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, Borrower shall send an invoice to SANBAG with adequate documentation as required by Measure I policies, not more frequently than monthly, invoicing SANBAG for two-thirds of the Local Share of Project Costs incurred by Borrower to date. Lender shall make a payment to Borrower which shall be a Draw in an amount equal to the invoiced amount. Each Draw shall become principal on the Loan Amount, and the Source of Loan Draws 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 sources of any Draws shall be Borrower’s Victor Valley Major Local Highways Program funds or Measure I bond 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 Victor Valley Major Local Highways Program and

Local Streets Program funds. Borrower understands and agrees that Draws paid shall be used by Borrower solely for payment of the Local Share of Project Costs, and Draws shall not be paid directly to 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 Intentionally Omitted

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 and the amount of Bond Costs, if any, to be allocated to Borrower.

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 September 30 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 Borrower 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 Funds. Within thirty (30) calendar days after Lender's receipt of a Term Loan payment from Borrower, Lender shall reduce the allocation of Victor Valley Major Local Highways Program funds to this Project that have been paid as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment, and these released funds will be available

for future allocation by the SANBAG Board of Directors to Borrower's other MLH-eligible projects.

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 the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower's obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, and Lender shall release its security interest in the Collateral.

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.

3.10 Bond Costs. Borrower agrees that: 1) Bond Costs are not included in the Loan Amount; 2) Bond Costs will be paid from the Major Local Highway Program fund; and 3) the availability of the Major Local Highway Program funds for Borrower's other projects will be reduced by the amount of the Bond Costs.

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 2014/2015 which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, 2015 and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Commitments list. Borrower represents and warrants to Lender that the DIF Commitments list, attached to this Agreement as Exhibit "B", is a true, correct and complete listing of commitments and amounts of commitments of Development Impact Fees 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 through submission of its Development Mitigation Annual Report.

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 Intentionally Omitted

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.

5.8 Insurance. To include in all contracts between Borrower and contractors for the Project the requirement that SANBAG be named as an additional insured under general liability insurance policies maintained by the contractor for the Project.

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 Victor Valley Major Local Highways Program funds or Local Streets Program 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 Victor Valley Major Local Highways Program Measure I Strategic Plan Policy 40013, sub-policy VVMLH-32;

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 Victorville
Attention: City Manager
14343 Civic Drive
Victorville, CA 92393
Fax No.:(760) 245-7243

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. Borrower's indemnification obligation applies to Lender's "active" as well as "passive" negligence but does not apply to Lender's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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: (i) collecting any sum which becomes due Lender under this Agreement, or (ii) 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 Agreement. Therefore, the language in all parts of this Agreement 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 Commitments) and 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: 16-1001481 Green Tree Loan Agreement (2766 : Green Tree Boulevard Loan Agreement)

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

CITY OF VICTORVILLE

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Gloria Garcia, Mayor

By: _____
Ryan McEachron, Chair

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Andre de Bortnowsky
City Attorney

Eileen Monaghan Teichert,
General Counsel

ATTEST

By: _____
Carolee Bates, City Clerk

Jeffery Hill, Procurement Manager

Attachment: 16-1001481 Green Tree Loan Agreement (2766 : Green Tree Boulevard Loan Agreement)

EXHIBIT “A”**COLLATERAL FOR TERM LOAN AGREEMENT NO. 16-1001481**

1. Any and all of the City of Victorville Uncommitted Development Impact Fees received by or to be received by the City of Victorville, 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 Victorville 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 commitments identified in Exhibit “B”.

2. Any and all of City of Victorville Measure I Victor Valley Major Local Highways Program funds up to the amount of twelve million, five hundred forty-one thousand, nine hundred forty dollars (\$12,541,940). Victor Valley Major Local Highways 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 Victorville for expenditure on Nexus Study major street and highway projects after allocation by the SANBAG Board of Directors.

EXHIBIT "B"

DIF COMMITMENTS AND AMOUNTS

ITEM	DIF COMMITTED PROJECT	DIF AMOUNT COMMITTED	STATUS (Phase)
1	I-15 / La Mesa / Nisqualli Interchange	\$ 6,441,786	Construction
2	Tract 17131 Legacy Homes DIF Credit Agreement	\$ 178,638	
3	Tract 17133 Legacy Homes DIF Credit Agreement	\$ 106,461	
4	15% set-aside of future Road DIF revenue for future Credit Agreement obligations	\$ TBD	-
	TOTAL	\$ 6,726,885+	

Minute Action

AGENDA ITEM: 17

Date: May 4, 2016

Subject:

Term Loan Agreement Template for Victor Valley Major Local Highways Program Policy 40013

Recommendation:

That the Board acting as the San Bernardino County Transportation Authority approve the use of the attached template for Victor Valley Major Local Highway Program Loan Agreements.

Background:

The Measure I Victor Valley Major Local Highway Program (MLHP) Policy 40013 was modified at the January 6, 2016, Board of Directors Meeting to allow loans against future Measure I Local Streets Program or MLHP revenue. Under the loan program, project sponsors and other participating local jurisdictions may request loans from SANBAG for up to 2/3 of the development share for eligible projects to facilitate project delivery. The loan amount is also limited by future allocations of Measure I funds to the requesting agency.

To receive the loan, the jurisdiction must pay at least 1/3 of the development share and commit to conveying development fees as they are collected toward repayment of the loan. As the loan is repaid, the Local Streets Program or MLHP funds will be available to the jurisdiction for use on other projects.

There are three loan options available: 1) to borrow from the jurisdiction's equitable share of the Victor Valley subarea MLHP funds; 2) to borrow from the local jurisdiction's Local Streets Program (pass-through) funds; or 3) a combination of both.

If the MLHP loan option is requested and bonding is required to accommodate the loan, the jurisdiction would be responsible for the bond issuance costs and debt service on the bonded funds and these costs and debt service would be considered part of their share of the MLHP funds.

After SANBAG staff's risk assessment and a complete analysis of the impact of the proposed loan on the other projects in the subarea, the loan concept must be approved by a simple majority of the technical representatives of the other jurisdictions in the Victor Valley Subarea.

A non-negotiable loan agreement, in the form of the attached template and separate from any other cooperative agreement or funding agreement, shall then be approved by the jurisdiction's City/Town Council or Board of Supervisors and the Mountain/Desert Policy Committee before approval by the SANBAG Board.

Entity: CTA

Board of Directors Agenda Item

May 4, 2016

Page 2

Staff recommends approval of the use of the Term Loan Agreement template for loans made under Policy 40013/VVMLH-32. This will assure that all SANBAG member jurisdictions seeking such loans are treated fairly and equally and will eliminate the need to negotiate the general terms of the Term Loan Agreement with each loan applicant.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on April 22, 2016. SANBAG General Counsel has reviewed this item and the Loan Agreement Template.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

**MEASURE I VICTOR VALLEY SUBAREA MAJOR LOCAL HIGHWAYS
PROGRAM**

TERM LOAN AGREEMENT

(Policy 40013 VVMLH-32)¹

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

[Click here to enter text.](#) **PROJECT**

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

This Term Loan Agreement, nominally dated _____, 201__, is entered into on the Effective Date by and between the City/Town of [Click here to enter text.](#) (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 January 6, 2016, Lender’s Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under VICTOR VALLEY MAJOR LOCAL HIGHWAYS PROGRAM Measure I Strategic Plan Policy 400013, sub-policy VVMLH-32.
- B. On [Click here to enter text.](#), Borrower and Lender entered into Contract No. [Click here to enter text.](#) setting forth the funding and other obligations of Borrower and Lender for all phases of the [Click here to enter text.](#) Project in the City/Town of [Click here to enter text.](#).
- C. Under Contract No. [Click here to enter text.](#) Borrower is obligated to fund the Local Share of estimated Project Costs (defined below) in an amount not to exceed \$[Click here to enter text.](#).
- D. Borrower has requested that Lender loan Borrower two-thirds of the estimated Local Share of Project Costs (under the terms of sub-policy VVMLH-32) in an amount not to

¹ Bracketed text applies to different funding sources for a loan, i.e. a. Local Streets Program funds, b. Major Local Highway Program funds, or c. a combination of Local Streets Program funds and Major Local Highway Program funds.

exceed \$Click here to enter text.. from Borrower’s [a. Local Streets Program funds][b. Major Local Highway Program funds][c. Local Streets Program and Major Local Highway Program funds].

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 _____, 201____, 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.

Bond Costs means the pro rata share of any reasonable costs associated with the issuance of any bonds needed to fund Draws. Pursuant to Measure I Policy 40013, VVMLH-32, subsection L.6.j any additional cost of administration of the loan or the bond incurred by SANBAG will be included as a cost to be borne by the Borrower jurisdiction and may be included in the loan.

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

Collateral means Borrower’s Uncommitted Development Impact Fees, [a. Borrower’s Local Streets Program funds] [b. Victor Valley Major Local Highways Program funds][c. Borrower’s Local Streets Program funds and Victor Valley Major Local Highways Program funds] up to the Loan Amount, as more fully described in Exhibit “A”.

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

Cost Buy-Down for Project means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to Victor Valley Major Local Highways Program Policy 40013 IV.J. 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 a

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 [a. Borrower's Local Streets Program funds] [b. Borrower's Major Local Highways Program funds] [c. Borrower's Major Local Highways Program funds, then Borrower's Local Streets Program funds] in order to pay for the Local Share of Project Costs as part of the Loan Amount.

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

Lender means the San Bernardino County Transportation Authority.

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

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

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 [Click here to enter text.](#) percent ([Click here to enter text.%](#)); plus (2) one-hundred percent (100%) of SANBAG management and oversight costs for the Project. The Local Share is estimated to be [\\$Click here to enter text..](#)

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

Local Streets Program 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.

Major Local Highways Program Policy means the MLH Program Measure I 2010-2040 Strategic Plan set forth in Policy 40013 adopted by the SANBAG Board April 1, 2009, as revised July 7, 2010, March 4, 2015, and January 6, 2016.

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

MLH means Major Local Highways.

Nexus Study means that study approved by the SANBAG Board on February 3, 2016, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

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

Project means the [Click here to enter text](#). Project in the City/Town of [Click here to enter text](#)., as more fully described in Contract No. [Click here to enter text](#).

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

Project Phase means the Preliminary Engineering and Environmental Document, Plans, Specifications and Estimate work, Right-of-Way work, or Construction 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 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 for which, as of the Effective Date, Borrower has not made previous commitments as listed in Exhibit "B".

Victor Valley Major Local Highways Program or Major Local Highways Program means the Measure I program in the Victor Valley subarea more fully described in Policy 40013 that provides funds through a reimbursement mechanism directly to local jurisdictions for expenditures incurred for components of any project allocated Victor Valley Major Local Highways Program funding by the SANBAG Board of Directors. The amount of Victor Valley Major Local Highways Program funds available to each jurisdiction in the Victor Valley subarea shall be approximately equivalent over the life of Measure I.

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 the 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. [A. ²As the Project moves forward, SANBAG shall send an invoice to Borrower with adequate documentation as required by Measure I policies, not more frequently than monthly, invoicing Borrower for two-thirds of the 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 Source of Loan Draws shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.] [B. ³As the Project moves forward, Borrower shall send an invoice to SANBAG with adequate documentation as required by Measure I policies, not more frequently than monthly, invoicing SANBAG for two-thirds of the Local Share of Project Costs incurred by Borrower to date. Lender shall make payment to Borrower which shall be a Draw in an amount equal to the invoiced amount. Each Draw shall become principal on the Loan Amount, and the Source of Loan Draws 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 [a. Borrower's Local Streets Program funds] [b. Borrower's Victor Valley Major Local Highways Program funds] [c. to the extent available, Borrower's Victor Valley Major Local Highways Program funds, then Borrower's Local Streets 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 Victor Valley Major Local Highways Program and Local Streets Program funds. [A. Borrower understands and agrees that Draws shall be credited toward Borrower's account with SANBAG for payment of the Local Share of Project Costs, and Draws shall not be paid directly to Borrower, Borrower's creditors,

² Use A. for Projects where SANBAG is the lead.

³ Use B. for Projects where Borrower is the lead.

assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.] [B. Borrower understands and agrees that Draws paid shall be used by Borrower solely for payment of the Local Share of Project Costs, and Draws shall not be paid directly to 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 [A. Not later than thirty (30) calendar days after SANBAG invoices Borrower for the Local Share Project Cost Deposit, Borrower shall pay SANBAG the Local Share Project Cost Deposit of \$Click here to enter text., from Uncommitted Development Impact Fees or other lawful, non-Measure I sources of funds.] [B. Delete this subsection and insert “Intentionally Omitted” if Borrower is the lead on the Project.]

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 and the amount of Bond Costs, if any, to be allocated to Borrower.

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 September 30 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 [A. SANBAG] [B. Borrower] 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 Funds. Within thirty (30) calendar days after Lender's receipt of a Term Loan payment from Borrower, Lender shall [a. release to Borrower Local Streets Program funds that have been [A. withheld] [B. paid] as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment.] [b. reduce the allocation of Victor Valley Major Local Highways Program funds to this Project that have been [A. withheld] [B. paid] as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment. These released funds will be available for future allocation by the SANBAG Board of Directors to Borrower's other MLH-eligible projects.] [c. first reduce the allocation of Victor Valley Major Local Highways Program funds to this Project that have been [A. withheld] [B. paid] as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment, then, if a balance remains, release to Borrower Local Streets Program funds that have been [A. withheld] [B. paid] as a Draw under Subarticle 2.2 in an amount equal to the balance of Borrower's Term Loan payment. Released MLH funds will be available for future allocation by the SANBAG Board of Directors to Borrower's other MLH-eligible projects.]

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 the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower's obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, and Lender shall release its security interest in the Collateral.

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 [Click here to enter text.](#) which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, _____ and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Commitments list. Borrower represents and warrants to Lender that the DIF Commitments list, attached to this Agreement as Exhibit "B", is a true, correct and complete listing of commitments, and amounts of commitments, of Development Impact Fees 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 through submission of its Development Mitigation Annual Report.

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. [a. 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.] [b. Delete this subsection and insert "Intentionally Omitted" if Local Streets Program funds is the only source of the Loan.]

5.5 Five-Year Measure I CIP Disclosure. [a. 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.] [b. Delete this subsection and insert "Intentionally Omitted" if Victor Valley Major Local Highways Program funds is the only source 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.

5.8 Insurance. To include in all contracts between Borrower and contractors for the Project the requirement that SANBAG be named as an additional insured under general liability insurance policies maintained by the contractor for the Project.

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 Victor Valley Major Local Highways Program funds or Local Streets Program 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 Victor Valley Major Local Highways Program Measure I Strategic Plan Policy 40013, sub-policy VVMLH-32;

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 delivered, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower

City/Town of [Click here to enter text.](#)

Attention: City Manager

[Click here to enter text.](#)

[Click here to enter text.](#)

Fax No.: [Click here to enter text.](#)

To: Lender

SANBAG

Attention: Executive Director

1170 W. Third Street

San Bernardino, CA 92410

Fax No.: (909) 885-4407

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

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

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

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

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

8.7 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement. Borrower's indemnification obligation applies to Lender's "active" as well as "passive" negligence but does not apply to Lender's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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: (i) collecting any sum which becomes due Lender under this Agreement, or (ii) 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 Agreement. Therefore, the language in all parts of this Agreement 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 Commitments) are attached to and incorporated into this Agreement by this reference.

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

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

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

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

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

**SAN BERNARDINO COUNTY
TRANSPORTATION
AUTHORITY**

By: _____
[Click here to enter text.](#), Mayor

By: _____
Ryan McEachron, Chair

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

[Click here to enter text.](#)
City Attorney

Eileen Monaghan Teichert,
General Counsel

ATTEST

By: _____
[Click here to enter text.](#), City Clerk

Jeffery Hill, Procurement Manager

Attachment: Victor Valley Term Loan Agreement Template (2765 : Victor Valley Term Loan Agreement Template)

EXHIBIT “A”

COLLATERAL FOR TERM LOAN AGREEMENT NO. Click here to enter text.

1. Any and all of the City/Town of Click here to enter text. Uncommitted Development Impact Fees received by or to be received by the City/Town of Click here to enter text., 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/Town of Click here to enter text. locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for the commitments identified in Exhibit “B”.

2. [a. Any and all of City/Town of Click here to enter text. Measure I Local Streets Program funds up to the amount of Click here to enter text. (\$Click here to enter text.). Local Streets Program funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a pass-through mechanism directly to the City/Town of Click here to enter text. for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.][b. Any and all of City/Town of Click here to enter text. Measure I Victor Valley Major Local Highways Program funds up to the amount of Click here to enter text. (\$Click here to enter text.). Victor Valley Major Local Highways Program funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a reimbursement mechanism directly to the City/Town of Click here to enter text. for expenditure on Nexus Study major street and highway projects after allocation by the SANBAG Board of Directors.

EXHIBIT "B"

DIF COMMITMENTS AND AMOUNTS

Click here to enter text.

Attachment: Victor Valley Term Loan Agreement Template (2765 : Victor Valley Term Loan Agreement Template)

Minute Action

AGENDA ITEM: 18

Date: May 4, 2016

Subject:

Revised Unmet Needs Definitions

Recommendation:

That the Board, acting as the San Bernardino County Transportation Commission, adopt new definitions for “Unmet Transit Needs” and “Reasonable to Meet”.

Background:

Each year 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 that can be reasonably met and must adopt findings prior to making an allocation of local transportation funds (LTF) for street purposes.

Annually as part of the Unmet Needs Hearing process, the SANBAG Board of Directors adopts definitions of “unmet needs” and “reasonable to meet,” which are used to evaluate testimony that is received by consumers of public transit and or social service agencies. The last review, update, and approval of these definitions occurred in January 2003. Since it has been well over a decade since these definitions were updated, staff thought it was in the best interest of the transit operators as well as SANBAG to review and revise these definitions as necessary.

At the September 8, 2015, Public and Specialized Transit Advisory and Coordinating Council (PASTACC) meeting, an Ad Hoc Committee was formed to discuss and recommend changes. The committee consisted of staff from Morongo Basin Transit Authority, Victor Valley Transit Authority, and United Way. On October 14, 2015, the committee met and the recommendations and changes are as shown, in Attachment A.

These revised definitions were presented to PASTACC on March 8, 2016, and were unanimously approved. Staff is recommending the approval of these definitions, which will be effective beginning with the Fiscal Year 2016/2017 Unmet Needs Hearing process.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on April 14, 2016. This item was reviewed and unanimously approved by PASTACC on March 8, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Entity: CTC

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Approved
Board of Directors
Date: May 4, 2016
Witnessed By:

As ~~approved~~ revised by PASTACC's ~~Ad Hoc Committee~~
March 8 ~~October 14, 2016~~ 5

Attachment A

San Bernardino County
Definitions of "Unmet Transit Needs" and
"Reasonable to Meet"
As recommended by the
Public and Specialized Transportation Advisory and Coordination Council (PASTACC)

Adopted
by the San Bernardino **Associated Governments Board of Directors acting as the**
San Bernardino County Transportation Commission Board of Directors

Unmet Transit Needs: Unmet transit needs are any deficiency in the provision of public transit services, specialized transit service or private for-profit and non-profit transportation.

Reasonable to Meet: Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards in accordance with federal Title VI Non Discrimination regulations and recognizing the following components:

A. Community acceptance – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, the inclusion of or as a component of adopted programs and plans, ~~the adoption of governing board positions and other existing information.~~

B. Timing Implementation -
The proposed service shall:

1. ~~The proposed service shall be~~ Be in response to an existing rather than future need.
2. ~~The proposed service shall be~~ Be implemented consistent with the timing ~~of or~~ federal and state grant approval ~~if such a grant is the most appropriate primary method of funding availability~~.
3. Be implemented safely and in accordance with local, state, and federal laws and regulations
4. Not cause the operator to incur expenditures in excess of the maximum amount of Local Transportation Funds (LTF), State Transportation Assistance funds (STA), Federal Transit Administration (FTA) funds, fare revenues, and local support.

C. ~~Equity~~ – ~~the proposed service shall:~~

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- ~~1. Not unreasonably discriminate against or in favor of any particular segment of the community.~~
- ~~2. Not result in reduced service levels for other parts of the transit system that have equal or higher priority.~~
- ~~3. Require a subsidy per passenger generally equivalent to a 120% of similar services being operated within the first two full Fiscal Years of operation unless overriding reasons so justify.~~

CD. Cost effectiveness – the proposed service shall:

- 1. ~~Not Minimize duplication of~~ one other of existing transportation services or resources.
- 2. Consider opportunities for coordinating among ~~adjacent~~ adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations, and schools.
- 3. ~~Excluding the first three years, the proposed or new transit will not~~ Not adversely affect systemwide performance standards including the operator's ability to meet the required farebox recovery ratio of fare revenue to operating cost after two full Fiscal Years of operations.
- 4. ~~Meet a productivity level of 80% of the average number of passengers per hour for similar services being operated within the first two full Fiscal Years of operation unless overriding reasons so justify. The proposed or new transit service shall~~ Show continued progress in key performance indicators over the pilot period.

E. Operational feasibility – ~~The proposed service must be safe to operate, including the operation of vehicles on adequately maintained roadways~~

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Minute Action

AGENDA ITEM: 19

Date: May 4, 2016

Subject:

2016 Update to the Ten-Year Delivery Plan

Recommendation:

Approve postponing the adoption of the 2016 Update to the Ten-Year Delivery Plan to Fiscal Year 2016/2017.

Background:

In January 2012, the SANBAG Board adopted the first Measure I 2010-2040 Ten Year Delivery Plan (Delivery Plan). The Delivery Plan provides a transparent list of projects that will be developed during the ten-year period and defines the current assumptions related to scope, schedule, and budget. Additionally, it enables SANBAG to meet the requirements of bond rating agencies for the future sale of bonds and provides the basis for the preparation of SANBAG's annual budget for capital projects.

The Delivery Plan is developed within the policy framework established by the voter-approved Measure I Expenditure Plan and the Measure I 2010-2040 Strategic Plan. The analysis to develop the Delivery Plan begins with obtaining a detailed definition of projects from the various Measure I programs that can be delivered over the next ten years. While the 2012 Delivery Plan had an extensive project identification process, the updates are chiefly focused on the projects that were identified in the 2012 Delivery Plan or those that have been defined as priorities since adoption of that plan. EcoSys, a software tool that is customized to evaluate fund management scenarios in a web-based live environment, allows an analysis of project costs and schedules as they relate to funding availability. Where a balance cannot be achieved without affecting the schedule of a project, the bonding analysis identifies opportunities to fill funding gaps with bond proceeds to keep the project on schedule.

The Delivery Plan is intended to be a living document that is updated at least every two years to capture revisions to projects and assumptions, actual revenue received, and actions taken by the SANBAG Board. The 2014 Update was approved by the SANBAG Board in March 2014. The 2014 Delivery Plan analysis determined that many of the critical projects that will bring congestion relief and improved mobility and safety can be delivered over the next ten years of the Measure under then-current delivery assumptions and project cost information. However, since adoption of the 2014 Update project costs have increased as projects become more defined through the design and right-of-way phases and some revenue sources have decreased as the effects of lower gas prices are being realized in the State. There are several on-going activities that will have an impact on how these changes impact the outcome of the 2016 Update:

Entity: CTA, CTC

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- SANBAG and local agencies have applied for almost \$145 million in State and Federal grant funds for I-10 Express Lanes, Redlands Passenger Rail Project (RPRP), Gold Line Extension to Montclair, and Green Tree Extension, the outcome of which is not expected to be known until August 2016.
- SANBAG has submitted a 2016 State Transportation Improvement Program (STIP) proposal to the California Transportation Commission for programming totaling \$130 million on RPRP and the I-15 Express Lanes project, the outcome of which is not expected to be known until May 2016.
- Los Angeles County Metropolitan Transportation Authority (LA Metro) has released a draft November 2016 ballot measure expenditure plan for public review that identifies the Gold Line extension to Claremont as a priority project for starting construction in 2019. The outcome of that ballot measure will have a significant impact on the capital and operating assumptions for the SANBAG Transit Capital Program.
- SANBAG staff is currently reviewing the results of the Investment Grade Traffic and Revenue Study for the I-10 Express Lanes option, which feeds into the financial plan for the I-10 and I-15 Express Lanes projects. Staff cannot develop a funding strategy for the SANBAG Freeway Capital Program until the results of that financial analysis are known. This is expected to be complete in May 2016, but is also dependent on the results of the grant applications and STIP adoption.

In development of the Fiscal Year 2015/2016 Work Goals and Objectives, staff had identified a March 2016 adoption date for the 2016 Update, but in the second quarter report recommended delaying that adoption to June 2016 to incorporate results of the Express Lanes financial analyses currently underway. Because development of the Update involves a significant amount of work in developing funding plans and bonding scenarios that will allow projects to stay on schedule in the case of cash flow shortfalls, staff recommends that completion of the 2016 Update be delayed to early 2017 so that the results of the pending funding scenarios can be incorporated into the analysis. Depending on the outcome of the LA Metro ballot measure, staff would expect to be able to present draft results or policy considerations beginning in November 2016. Staff had not anticipated the need to issue bonds until 2018; therefore this delay will not impact the funding availability for projects currently under development.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 20

Date: May 4, 2016

Subject:

Caltrans Master Agreement for Federal Aid Projects

Recommendation:

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

A. Authorize the Executive Director to execute Agreement No. 16-1001505 between Caltrans and SANBAG, which establishes standards for implementation of projects when SANBAG acts as an administering agency for Federal-Aid projects, in substantially the form attached after approval as to form by SANBAG General Counsel.

B. Pass Resolution No. 16-037 authorizing the Executive Director or his designee to execute Program Supplements for specific projects under Agreement No. 16-1001505 based upon Authority Board of Directors' prior approval of the specific project and project costs.

Background:

This agreement establishes general requirements and provisions of the California State Legislature by which certain Federal-Aid funds are made available for use on local transportation related projects. The agreement replaces previous SANBAG/Caltrans Agreement No. 08-6053R, and incorporates new provisions to reflect the recent changes created by the "Supercircular," otherwise known as 2 CFR 200. The "Supercircular" was published over a year ago and it consolidated some Office of Management and Budget (OMB) directives and removed some obsolete regulations. Caltrans Division of Local Assistance (DLA) has revised the Master Agreement to bring it into compliance.

The master agreement sets out general provisions required for federal aid projects. Specific projects will be carried out by a Program Supplement to this agreement which establishes specific dollar amounts and conditions of the individual projects. To continue with the current practice, this item also includes a resolution authorizing the Executive Director or his designee to sign project specific Program Supplements, provided that the SANBAG Board has taken prior action to approve the specific project and project costs.

Financial Impact:

This item has no fiscal impact on the Fiscal Year 2015/16 SANBAG Budget

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 13, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item, the draft agreement and draft resolution.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Entity: CTA

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Approved
Board of Directors
Date: May 4, 2016
Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001505 Amendment No.: _____ Vendor No.: 00450
 Vendor/Customer Name: Caltrans Sole Source? Yes No
 Description: Caltrans Federal Aid Master Agreement
 Start Date: 5/4/2016 Expiration Date: 7/1/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: Replace previous C07514 Caltrans Federal Aid Master Agreement

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: 5/4/2016
 Board of Directors Action: Approve agreement

Contract Management: Payable/Miscellaneous

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

Contract Management: Receivable

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

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

Additional Information

Project Manager: Philip Chu.

Attachment: Contract Summary Sheet (2743 : Caltrans Federal Aid Master Agreement)

MASTER AGREEMENT ADMINISTERING AGENCY-
STATE AGREEMENT FOR FEDERAL-AID PROJECTS

08 San Bernardino County Transportation Authority

District Administering Agency

Agreement No.

This AGREEMENT, is entered into effective this _____ day of _____, 20 , by and between the San Bernardino County Transportation Authority, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE, and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

- 1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
- 2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
- 3. WHEREAS, before federal-funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

Attachment: 16-1001505 Federal Master Agreement (2743 : Caltrans Federal Aid Master Agreement)

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for a designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/ Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulations (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right of way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

Attachment: 16-1001505 Federal Master Agreement (2743 : Caltrans Federal Aid Master Agreement)

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by STATE. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedures Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT-specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) sections 10300-10334 (procurement of goods), PCC sections 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, if that is the means by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR, Part 200 if it expends \$750,000 or more in federal funds in a single fiscal year. The federal funds received under a PROGRAM SUPPLEMENT are a part of the Catalog of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of a PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY 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 STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project- specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

San Bernardino County Transportation Authority
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

Attachment: 16-1001505 Federal Master Agreement (2743 : Caltrans Federal Aid Master Agreement)

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290.0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d, 42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this Assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the Program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the Assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the Program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this Agreement, STATE shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

RESOLUTION NO. 16-037**DELEGATION OF AUTHORITY TO SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY EXECUTIVE DIRECTOR OR DESIGNEE
TO EXECUTE PROGRAM SUPPLEMENTS TO CALTRANS FEDERAL-AID MASTER
AGREEMENT**

WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities, including the San Bernardino County Transportation Authority (Authority), qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal funds will be made available for a specific program project, Authority and the State of California acting through the Department of Transportation (Caltrans) are required to enter into a Master Agreement to establish terms and conditions applicable to the Authority when receiving federal funds for a designated Project facility and to the subsequent operation and maintenance of that completed facility; and

WHEREAS, Authority Board approved a Master Agreement No. 16-1001505 between Authority and Caltrans on May 4, 2016; and

WHEREAS, the Master Agreement requires Authority and Caltrans to enter into a Program Supplement that sets out special covenants as a condition for the Authority to receive federal-aid funds from or through Caltrans for each designated PROJECT; and

WHEREAS, execution of a Program Supplement by the Authority and Caltrans shall cause Authority to adopt all of the terms of the Master Agreement as though fully set forth therein in the Program Supplement; and

WHEREAS, Authority desires to delegate authority to approve and execute project specific Program Supplements to the Authority Executive Director or his designee, provided that the Authority Board has taken prior action to approve specific project costs.

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

Section 1. The Executive Director of the San Bernardino County Transportation Authority or designee is authorized to execute project specific Program Supplements, provided that the Authority Board has taken prior action to approve the specific project and project costs.

Section 2. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the San Bernardino County Transportation Authority on May 4, 2016.

Ryan McEachron, Chair
San Bernardino County Transportation Authority

ATTEST:

Clerk of the Board

Attachment: Caltrans Federal Aid Master Agreement Program Supplement Resolution (2743 : Caltrans Federal Aid Master Agreement)

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 May 4, 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 4 day of May, 2016.

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

Minute Action

AGENDA ITEM: 21

Date: May 4, 2016

Subject:

Presentation by San Bernardino County Superintendent of Schools Ted Alejandre

Recommendation:

Receive and file the report.

Background:

The education of our youth is critical to almost every aspect of life in our region. Education is also an important part of the Countywide Vision and the “Success of Every Student from Cradle to Career” is a policy priority for the region. Because of the importance of education, it is appropriate for the Board to receive periodic updates from top education officials in our region.

County Superintendent of Schools Ted Alejandre will update the Board on recent developments impacting education in our County.

Financial Impact:

This item has no impact on the adopted SANBAG budget.

Reviewed By:

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

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
 Board of Directors
 Date: May 4, 2016

Witnessed By:

Entity: COG

Minute Action

AGENDA ITEM: 22

Date: May 4, 2016

Subject:

Presentation on Local Control of Ontario International Airport

Recommendation:

Receive and file the presentation on Local Control of the Ontario International Airport from Mr. Kelly Fredericks, Chief Executive Officer, Ontario International Airport Authority.

Background:

In 2015, a letter of intent was signed to transfer Ontario International Airport (ONT) to Ontario from Los Angeles World Airports (LAWA). This was a major milestone towards the reality of ONT becoming a locally controlled airport for the first time since 1967.

In March 2016, the Ontario International Airport Authority (OIAA), the joint powers authority between the City of Ontario and the County of San Bernardino to provide direction for the management, operations, development and marketing of ONT for the benefit of the Southern California economy and the residents of the airport's four-county catchment area, hired Kelly Fredericks as its first Chief Executive Officer.

Mr. Fredericks comes to our region with 33 years of experience in the aviation industry. Mr. Fredericks will introduce himself and provide a brief overview of what to expect as the formal transition of ONT takes place in the coming months.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
 Board of Directors
 Date: May 4, 2016

Witnessed By:

Entity: COG

Minute Action

AGENDA ITEM: 23

Date: May 4, 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. 16-025 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: Ali M. Yasin and Salam A. Yasin (hereafter “first Yasin property”) (Assessor’s Parcel Number [APN] 1167-141-02; Caltrans Parcel Number [CPN] 23335). The Resolution must be approved by at least a two-thirds majority;

C. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-029 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: Ali M. Yasin and Salam A. Yasin (hereafter “second Yasin property”) (APN 1167-231-11; CPN 23344). The Resolution must be approved by at least a two-thirds majority;

D. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-028 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: SDG Investments, LLC (hereafter “SDG Investments property”) (APN 1167-231-20; CPN 23341). 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 conduct public Hearings for Resolutions of Necessity for three 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 of the three properties are: Ali M. Yasin and Salam A. Yasin and SDG Investments, LLC. Two properties are owned by one owner.

Entity: CTC

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.

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 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 temporary construction easement is needed from the first Yasin property (APN 1167-141-02; CPN 23335). A portion of this property is needed to temporarily accommodate the widening of Barton Road.
- A partial acquisition and temporary construction easement are needed from the second Yasin property (APN 1167-231-11; CPN 23344). A portion of this property is needed to accommodate the widening of Barton Road.
- A partial acquisition and temporary construction easement are needed from the SDG Investments property (APN 1167-231-20; CPN 23341). A portion of this property is needed to accommodate the widening of Barton Road.

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 first Yasin property (APN 1167-141-02; CPN 23335) was presented on February 4, 2016.
- The offer for the second Yasin property (APN 1167-231-11; CPN 23344) was presented on February 4, 2016.
- The offer for the SDG Investments property (APN 1167-231-20; CPN 23341) was presented on February 4, 2016.

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 (18-0-0) to proceed to Hearings of Resolutions of Necessity by the Board of Directors with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 14, 2016. SANBAG General Counsel has reviewed this item and the draft resolutions.

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Board of Directors Agenda Item
May 4, 2016
Page 4

Approved
Board of Directors
Date: May 4, 2016
Witnessed By:

YASIN
(APN 1167-141-02)
RESOLUTION OF
NECESSITY

RESOLUTION NO. 16-025

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 AN INTEREST IN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR PARCEL NUMBER 1167-141-02.

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 an interest in the property located at 22087 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 266 square foot temporary construction easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 22087 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 March 18, 2016 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 a portion of the real property described and depicted in Exhibits "A" and "B" herein (collectively the "Property"). 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; 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 May 4, 2016 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd 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 the real property as legally described and depicted in Exhibits "A" and "B" 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" and "B" 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" and "B", 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" and "B", 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 May 4, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Ryan McEachron, Board President
San Bernardino County Transportation Commission

ATTEST:

Vicki Watson, Clerk
San Bernardino County Transportation Commission

EXHIBIT "A"

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 1167-141-02**

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.

The temporary construction easement is non-exclusive and reasonable pedestrian and vehicular access to the remainder property will be maintained. The improvements within the temporary construction easement area will be protected in place or replaced in kind.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

Parcel No. 23335-1

That portion of Lot 5, of the "Map Showing Lands of the East Riverside Land Co.", in the City of Grand Terrace, County of San Bernardino, State of California, as per plat filed in Book 6, Page 44 of Maps, Records of said County situated in Section 5, Township 2 South, Range 4 West, SAN BERNARDINO MERIDIAN, being the North 3.00 feet of that certain parcel of land as described in a grant deed to Ali M. Yasin and Salam A. Yasin, recorded December 4, 1992 as Instrument 92-500492 of Official Records of said county.

EXCEPTING THEREFROM *that portion of said land conveyed to the County of San Bernardino, as set forth and described in that certain document recorded March 31, 1958 in Book 4473 page 124 of Official Records of said County ;*

ALSO EXCEPTING THEREFROM *that portion of said land conveyed to the City of Grand Terrace, a Municipal Corporation as set forth and described in a grant deed, recorded November 19, 1998 as Instrument No. 1998-0497644 of Official Records of said county.*

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.

Containing 266 square feet, more or less

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature

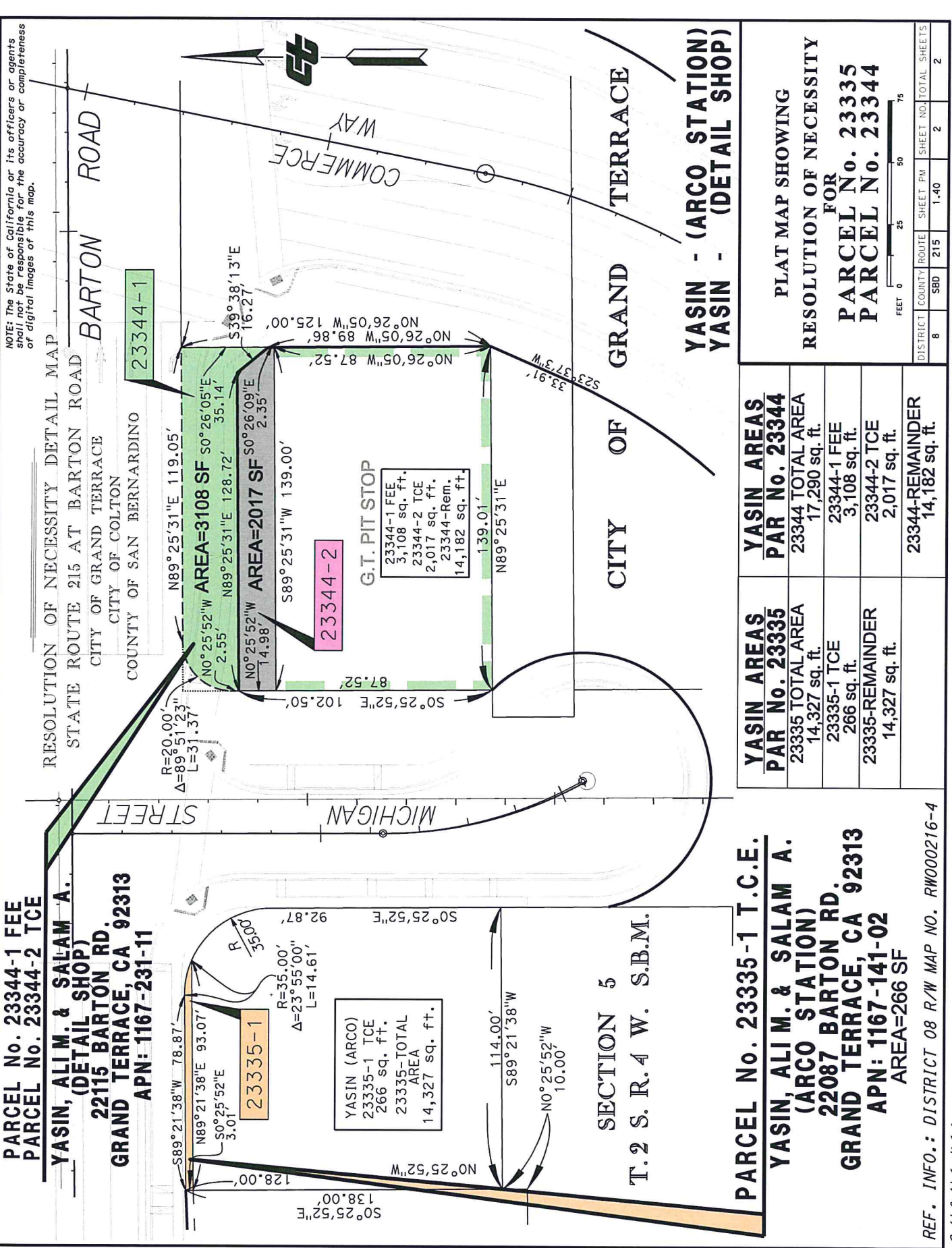
Kyle G. Esgate
Professional Land Surveyor

Date:

March 11, 2016



EXHIBIT "B"



REF. INFO.: DISTRICT 08 R/W MAP NO. RW000216-4
 3/10/16 KGE

YASIN
(APN 1167-231-11)
RESOLUTION OF
NECESSITY

RESOLUTION NO. 16-029

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 1167-231-11.

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 22115 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 3,108 square foot fee interest as legally described in Exhibit "A" and depicted in Exhibit "C" and located at 22115 Barton Road in the City of Grand Terrace, California; and

WHEREAS, the real property required for the Project includes a 2,017 square foot temporary construction easement as legally described in Exhibit "B" and depicted in Exhibit "C" and located at 22115 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 March 18, 2016 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 a portion of the real property described and depicted in Exhibits "A" through "C" herein (collectively the "Property"). 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; 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 May 4, 2016 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd 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 the real property as legally described and depicted in Exhibits "A" through "C" 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 "C" 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 "C", 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 "C", 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 May 4, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Ryan McEachron, Board President
San Bernardino County Transportation Commission

ATTEST:

Vicki Watson, Clerk
San Bernardino County Transportation Commission

EXHIBIT "A"

EXHIBIT "A"
Parcel No. 23344-1

*That portion of that certain parcel of land in the City of Grand Terrace, County of San Bernardino, State of California, located in Lot 4 of "Map Showing the Lands of the East Riverside Land Co." as shown by Map on file in Book 6 of Maps at page 44 thereof, Records of said County, more particularly described as that portion lying north and east of the following described **line**:*

***COMMENCING** at the intersection of the South right of way line of Barton Road (50.00 feet half width) as described in a grant deed to the County of San Bernardino, recorded April 28, 1965 in Book 6380, page 315 of Official Records of said County, and the East right of way line of Michigan Avenue (44.00 feet half width) as described in a grant deed to the City of Grand Terrace, recorded September 4, 1965 as Instrument 86-255660 of Official Records of said County; thence along said East right of way line, South 0°25'52" East, 22.50 feet to the **POINT OF BEGINNING**; thence along a line parallel with and distant 22.50 feet measured at right angles to said South right of way, North 89°25'31" East, 128.72 feet; thence South 39°38'13" East, 16.27 feet to the East Line of that certain parcel of land as described in a grant deed to Ali M. Yasin and Salam A. Yasin, recorded on June 7, 2004 as Document No. 2004-0399496 of Official Records of said County and the **TERMINUS** of said described **line**;*

***EXCEPTING THEREFROM** any portion as described in the above cited grant deeds to the County of San Bernardino and the City of Grand Terrace.*

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.

Containing 3,108 square feet, more or less

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature

Kyle G. Esqate
Professional Land Surveyor

Date:

March 16, 2016



EXHIBIT "B"

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 1167-231-11**

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.

The temporary construction easement is non-exclusive and reasonable pedestrian and vehicular access to the remainder property will be maintained. The improvements within the temporary construction easement area will be protected in place or replaced in kind.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

EXHIBIT "A"
Parcel No. 23344-2

A temporary **EASEMENT** for construction purposes upon, over and across that portion of that certain parcel of land in the City of Grand Terrace, County of San Bernardino, State of California, being located in Lot 4 of "Map Showing the Lands of the East Riverside Land Co." as shown by Map on file in Book 6 of Maps at page 44 thereof, Records of said County, more particularly described as follows:

COMMENCING at the intersection of the South right of way line of Barton Road (50.00 feet half width) as described in a grant deed to the County of San Bernardino, recorded April 28, 1965 in Book 6380, page 315 of Official Records of said County, and the East right of way line of Michigan Avenue (44.00 feet half width) as described in a grant deed to the City of Grand Terrace, recorded September 4, 1965 as Instrument 86-255660 of Official Records of said County; thence along said East right of way line, South 0°25'52" East, 22.50 feet to the **POINT OF BEGINNING**; thence along a line parallel with and distant 22.50 feet measured at right angles to said South right of way, North 89°25'31" East, 128.72 feet; thence South 39°38'13" East, 16.27 feet to the East Line of that certain parcel of land as described in a grant deed to Ali M. Yasin and Salam A. Yasin, recorded on June 7, 2004 as Document No. 2004-0399496 of Official Records of said County; thence along said East line, South 0°26'05" East, 2.35 feet to a line parallel with and distant 37.48 feet measured at right angles to said South right of way, thence along said parallel line, South 89°25'31" West, 139.00 feet to said East right of line; thence along said East right of way line, North 0°25'52" West, 14.98 feet to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM any portion as described in the above cited grant deeds to the County of San Bernardino and the City of Grand Terrace.

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.

Containing 2,017 square feet, more or less.

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

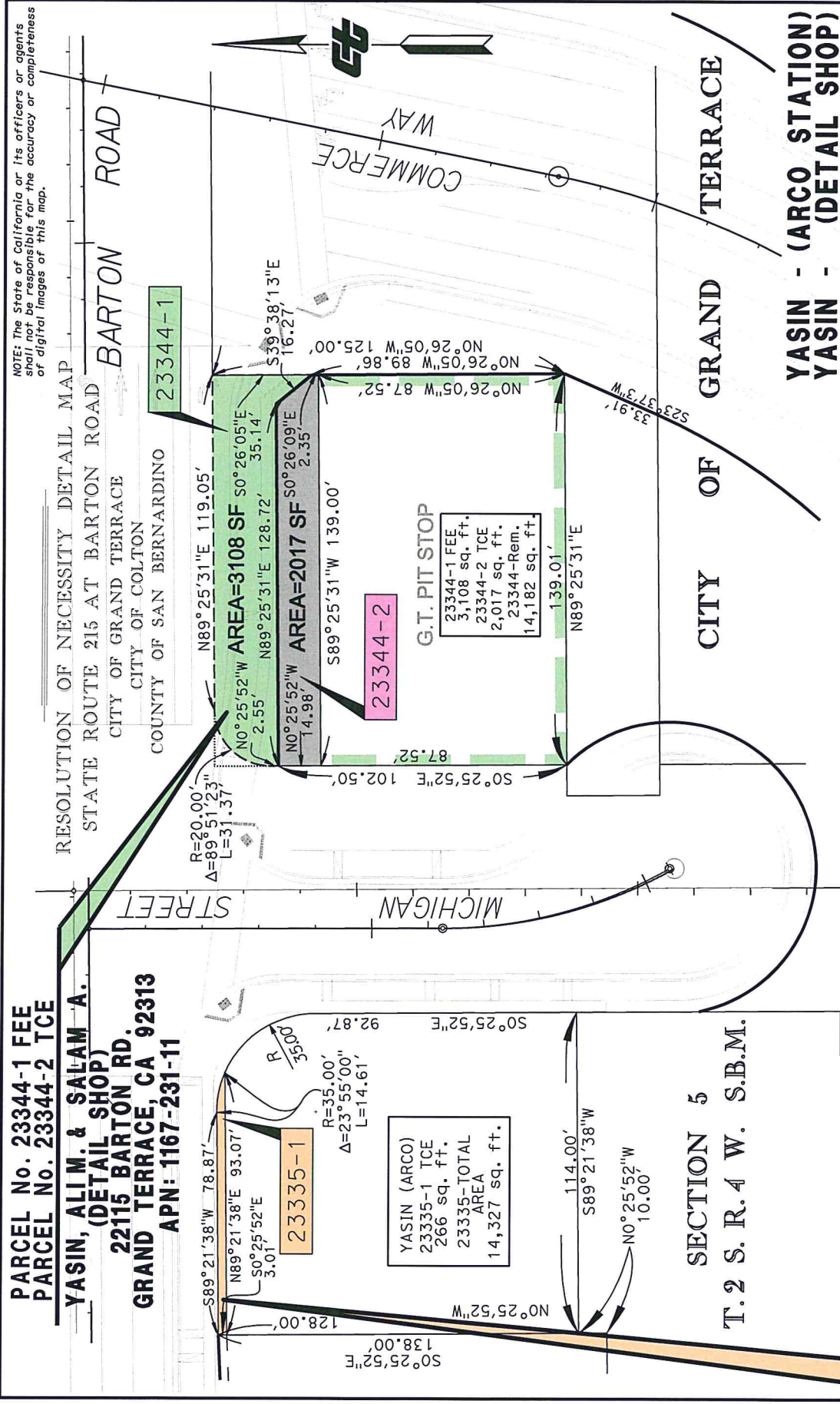
Date:

March 16, 2016



EXHIBIT "C"

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.



REF. INFO.: DISTRICT 08 R/W MAP NO. RW000216-4
 3/10/16 KGE

SDG
INVESTMENTS, LLC
RESOLUTION OF
NECESSITY

RESOLUTION NO. 16-028

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 1167-231-20.

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 22219 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 335 square foot fee interest as legally described in Exhibit "A" and depicted in Exhibit "C" and located at 22219 Barton Road in the City of Grand Terrace, California; and

WHEREAS, the real property required for the Project includes a 2,458 square foot temporary construction easement as legally described in Exhibit "B" and depicted in Exhibit "C" and located at 22219 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 March 17, 2016 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 a portion of the real property described and depicted in Exhibits "A" through "C" herein (collectively the "Property"). 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; 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 May 4, 2016 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd 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 the real property as legally described and depicted in Exhibits "A" through "C" 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 "C" 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 "C", 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 "C", 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 May 4, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Ryan McEachron, Board President
San Bernardino County Transportation Commission

ATTEST:

Vicki Watson, Clerk
San Bernardino County Transportation Commission

EXHIBIT "A"

Parcel No. 23341-1

That portion of the certain parcel of land in the City of Grand Terrace, County of San Bernardino, State of California, being located in Lot 3 and Lot 4 of " Map Showing the Lands of the East Riverside Land Co. as shown by map on file in Book 6 of Maps at page 44 thereof, Records of said County, described as Parcel 2 of that Certificate of Compliance, recorded December 14, 2006 as Instrument No. 2006-861592 of Official Records of said County, and more particularly described as that portion **lying northerly of the following described line:**

BEGINNING at a point on the West Line of said Parcel 2, distant thereon South $0^{\circ}05'14''$ East, 2.92 feet from the northwest corner of said Parcel 2, said corner being on the South right of way line of Barton Road (50.00 feet half width) as shown on Parcel Map No.19345, filed in Book 239, pages 1 through 4, inclusive, of Parcel Maps, records of said County; thence North $89^{\circ}59'56''$ East, 81.59 feet; thence North $89^{\circ}47'57''$ East, 32.00 feet to the South right of way line of Barton Road as described in a grant deed to the City of Grand Terrace, a Municipal Corporation, recorded May 3, 2011, by Instrument No. 2011-0177390 of Official Records of said county, and the **TERMINUS** of described line.

EXCEPTING THEREFROM that portion of that certain parcel of land as described in a grant deed to the City of Grand Terrace, a Municipal Corporation, recorded May 3, 2011, by Instrument No. 2011-0177390 of Official Records of said county;

ALSO EXCEPTING THEREFROM that portion of that certain parcel of land as described in a grant deed to the City of Grand Terrace, a Municipal Corporation recorded August 18, 1986, by Instrument No. 86-234861 of Official Records of said county.

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.

Containing 335 square feet, more or less.

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:

March 15, 2016



EXHIBIT "B"

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 1167-231-20**

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.

The temporary construction easement is non-exclusive and reasonable pedestrian and vehicular access to the remainder property will be maintained. The improvements within the temporary construction easement area will be protected in place or replaced in kind.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

Parcel No. 23341-2

A temporary EASEMENT for construction purposes upon, over and across that portion of Parcel 3 of Parcel Map No.19345, in the City of Grand Terrace, County of San Bernardino, State of California, as shown on Plat filed in Book 239, pages 1 through 4, inclusive, of Parcels Maps, records of said County, lying northerly of the following described line:

COMMENCING at the northwest corner of said Parcel 3, said corner being on the South right of way line of Barton Road (50.00 feet half width) as shown on said Parcel Map; thence along the most northerly West Line of said Parcel 3, South 0°00'00" West, 87.12 feet to the **POINT OF BEGINNING**; thence North 15°35'48" East, 62.65 feet; thence North 89°33'55" East, 186.69 feet to the East line of said Parcel 3; thence along said East line, North 0°00'00" East, 27.40 feet to said South right of way line of Barton Road and the **TERMINUS** of this description.

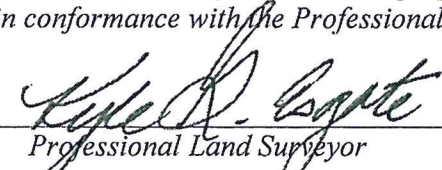
EXCEPTING THEREFROM that portion of said Parcel 3 lying northerly of the following described line:

COMMENCING at the northwest corner of said Parcel 3, said corner being on the South right of way line of Barton Road (50.00 feet half width) as shown on said Parcel Map; thence along the most northerly West Line of said Parcel 3, South 0°26'18" East, 36.13 feet to a point at the beginning of a non-tangent curve, concave southeasterly, having a radius of 72.38 feet, to which a radial line bears North 53°32'28" West, said point also being the **POINT OF BEGINNING**; thence northeasterly along said curve, through a central angle of 26°59'17" an arc length of 34.09 feet; thence South 26°33'11" East, 4.00 feet to the beginning of a non-tangent curve, concave southerly, having a radius of 68.38 feet, to which a radial line bears North 26°33'11" West; thence northeasterly along said curve, through a central angle of 26°48'45" an arc length of 32.00 feet; thence North 0°39'28" West, 7.65 feet; thence North 89°21'14" East, 104.81 feet; thence South 0°39'23" East, 3.50 feet; thence North 89°20'44" East, 40.65 feet to the East line of said Parcel 3; thence along said East line, North 0°00'00" East, 7.01 feet to said South right of way line of Barton Road.

Containing 2,458 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: MARCH 15, 2016

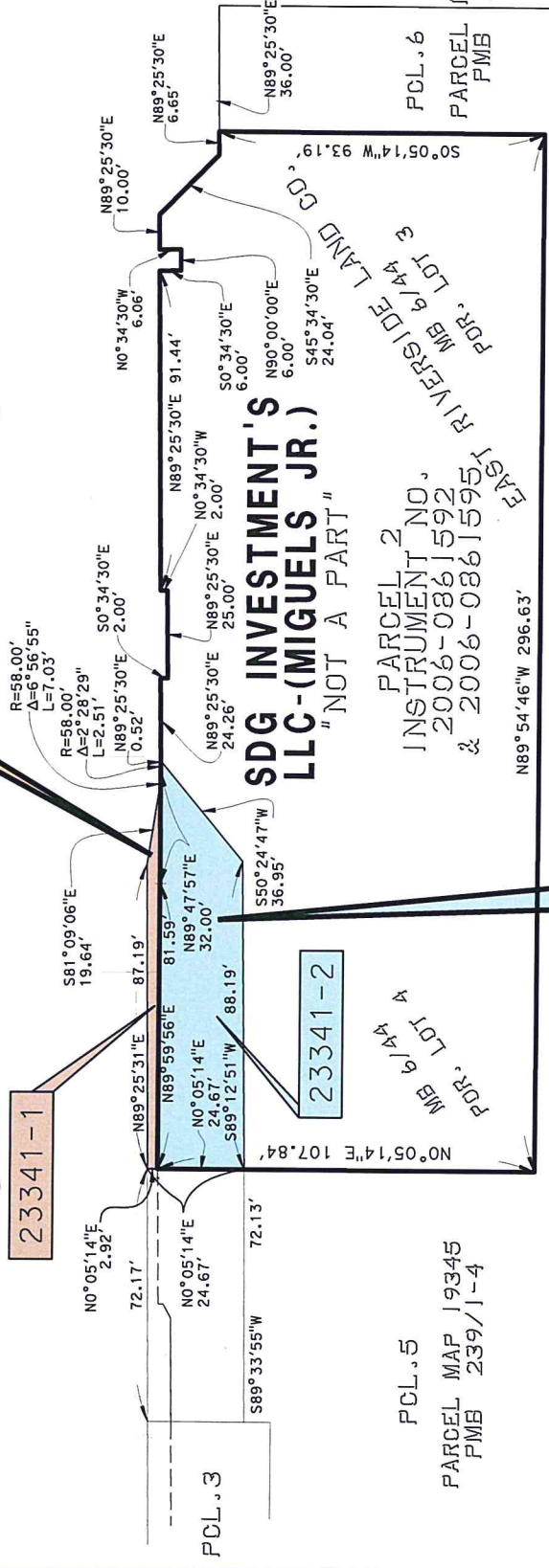


EXHIBIT "C"

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.

RESOLUTION OF NECESSITY DETAIL MAP
 STATE ROUTE 215 AT BARTON ROAD
 CITY OF GRAND TERRACE
 CITY OF COLTON
 COUNTY OF SAN BERNARDINO
BARTON

PARCEL No. 23341-1 FEE
SDG INVESTMENT'S, LLC
MIGUEL'S JR. RESTAURANT
22219 BARTON RD.
GRAND TERRACE, CA 92313
APN: 1167-231-20 ROAD



PARCEL MAP 19345
 PMB 239/1-4
 PCL.5

PARCEL No. 23341-2 TCE
SDG INVESTMENT'S, LLC
MIGUEL'S JR. RESTAURANT
22219 BARTON RD.
GRAND TERRACE, CA 92313
APN: 1167-231-20

SECTION 5
 T.2 S. R. 4 W. S.B.M.
 CITY OF GRAND TERRACE

REF. INFO.: DISTRICT 08 R/W MAP NO. RW000216-4

PARCEL No. 23341
SDG INVESTMENT'S LLC-(MIGUELS JR.)

SDG INVESTMENT'S, LLC (MIGUEL'S JR.)	DISTRICT	COUNTY	ROUTE	SHEET	PM	SHEET NO.	TOTAL SHEETS
23341 TOTAL AREA 32,296 sq. ft. +/-	8	SBD	215	1	50	2	2
23341-1 FEE AREA 335 sq. ft.							
23341-2 TCE AREA 2,458 sq. ft.							
23341-REMAINDER AREA 31,961 sq. ft. +/-							

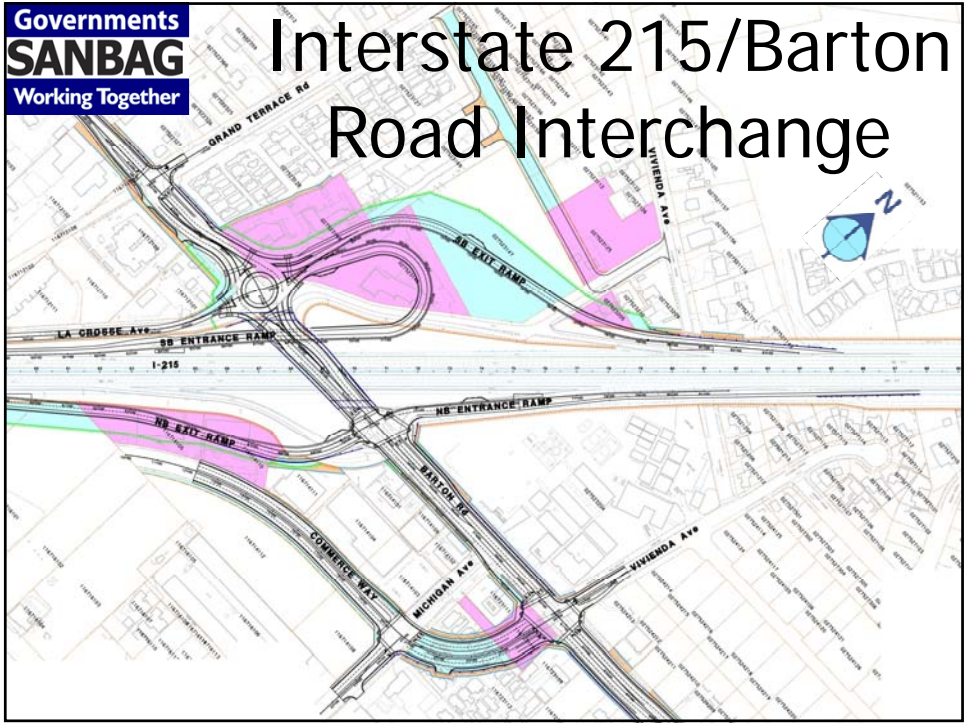
PLAT MAP SHOWING
 RESOLUTION OF NECESSITY
 FOR
PARCEL No. 23341



*REV. 3/15/16 K6E

Governments
SANBAG
Working Together

Interstate 215/Barton Road Interchange



Governments
SANBAG
Working Together

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: May RONs Presentation Handout (2737 : Barton May RONs: Yasin, SDG)

PARCEL LIST

1. Ali M. Yasin and Salam A. Yasin (1st Yasin)
2. Ali M. Yasin and Salam A. Yasin (2nd Yasin)
3. SDG Investments, LLC

Commission Request

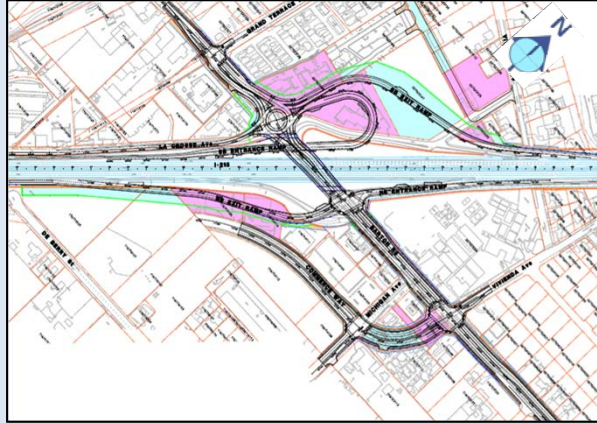
FINDINGS 1 and 2

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

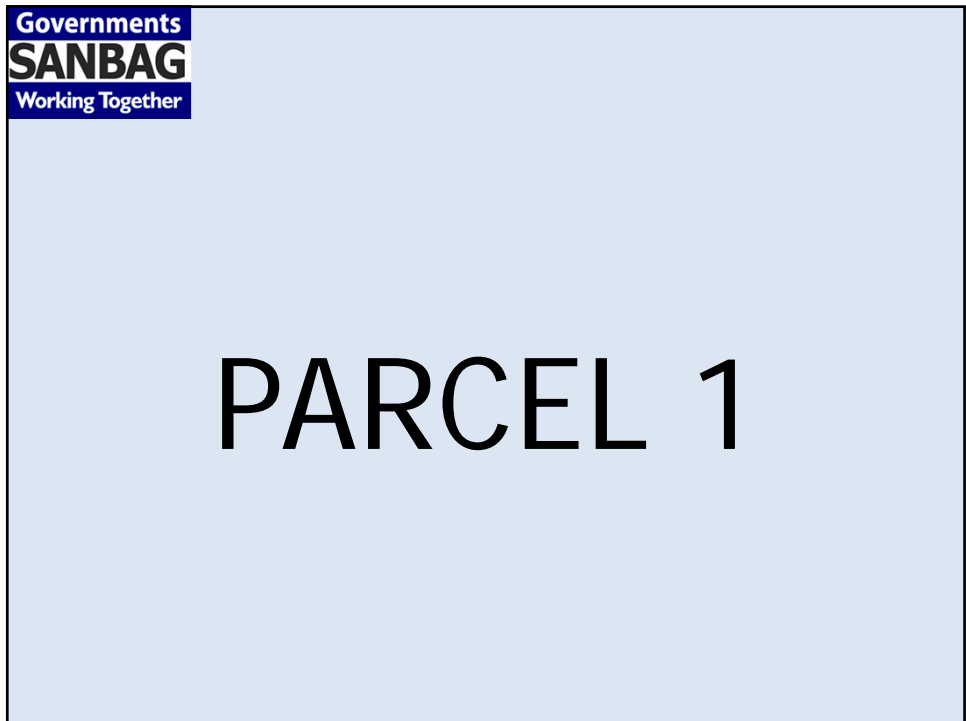
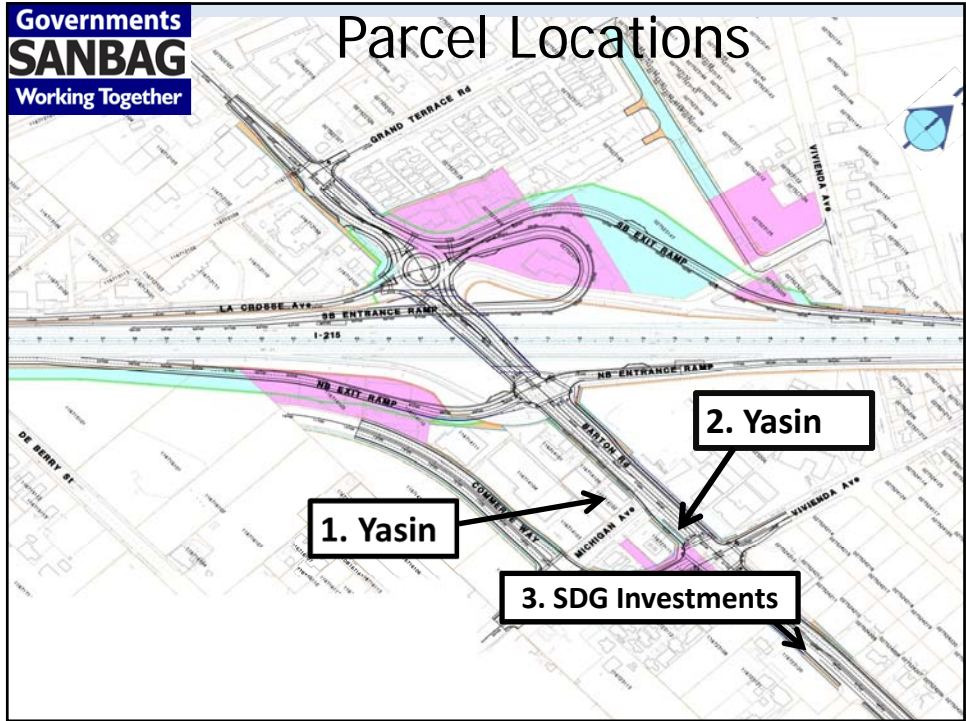
- A wider and longer bridge
- New ramps
- Realignment of local streets.



Commission Request

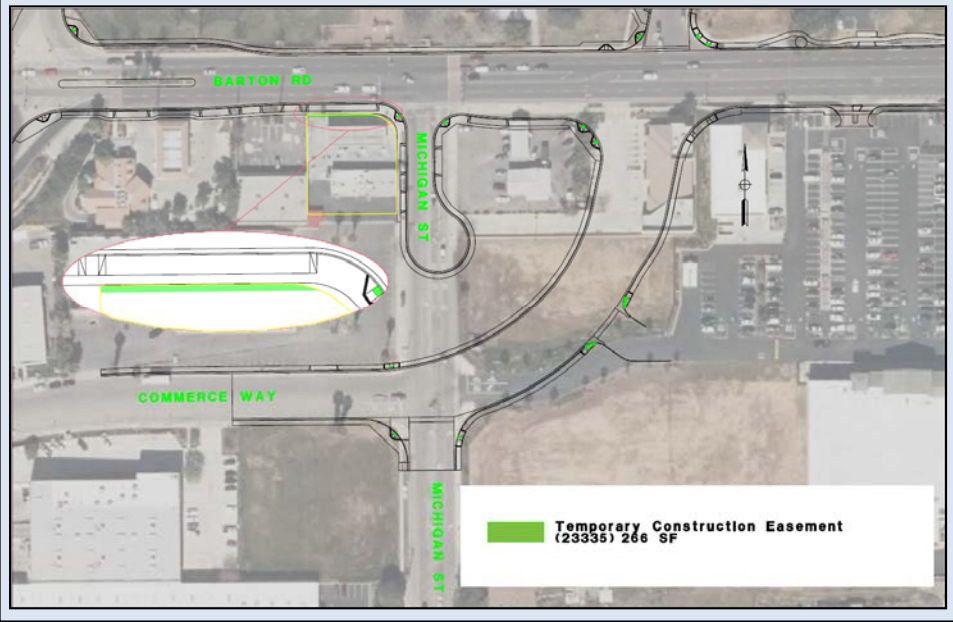
FINDING 3

3. The real property to be acquired is necessary for the project;



Attachment: May RONs Presentation Handout (2737 : Barton May RONs: Yasin, SDG)

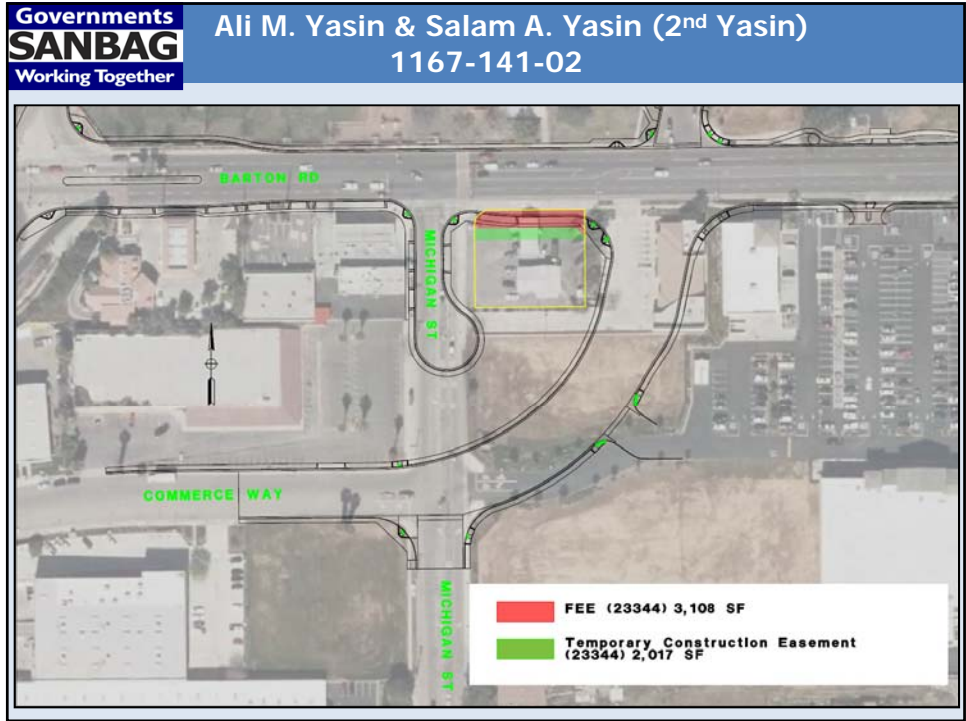
Governments **SANBAG** Working Together Ali M. Yasin & Salam A. Yasin (1st Yasin) 1167-141-02



Governments **SANBAG** Working Together

PARCEL 2

Attachment: May RONs Presentation Handout (2737 : Barton May RONs: Yasin, SDG)



Governments
SANBAG
Working Together

PARCEL 3

Attachment: May RONs Presentation Handout (2737 : Barton May RONs: Yasin, SDG)



Governments
SANBAG
Working Together

Commission Request

FINDINGS 4

4. The offer of just compensation has been made to the property owner.

Attachment: May RONs Presentation Handout (2737 : Barton May RONs: Yasin, SDG)

Governments SANBAG Working Together		
Offers of Just Compensation		
No.	Ownership	Offer Date
1	Yasin (1 st Yasin Property/ CPN 23335)	February 4, 2016
2	Yasin (2 nd Yasin Property/ CPN 23344)	February 4, 2016
3	SDG Investments, LLC	February 4, 2016

Governments SANBAG Working Together			CONTACT SUMMARY MATRIX			
			As of 4/25/2016			
No.	Ownership	In Person Meetings	Mailings	Phone Contacts	E-Mails	Total
1	Yasin (1 st Yasin Property/CPN 23335)	4	1	2	0	7
2	Yasin (2 nd Yasin Property/CPN 23344)	4	1	2	0	7
3	SDG Investments, LLC	2	1	11	3	17

*These numbers do not include contacts made with legal counsel, which in some cases has been extensive.

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.

March 28, 2016

Via US Mail

SANBAG – Board of Directors
1170 W. 3rd Street, 1st Floor
San Bernardino, CA 92410

Re: Notice of Intent to Appear and Be Heard
Address: 22115 Barton Rd., Grand Terrace, CA 92313
APN: 1167-231-11

Dear Board of Directors,

Please be advised that I intend to appear and be heard at the meeting date scheduled for May 4, 2016 at 10:00 a.m.

I will be present with my general counsel to address the Resolution and address any objections we may have.

To date, I have not been provided with any information as to the public interest and the necessity to implement the Project. The proposed project is severely injurious to my business and livelihood and stands to detrimentally impact my business now and in the future as well as the value of the parcel.

I have not been provided with any information as to whether the proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury. The proposed project is severely injurious to my business and livelihood and stands to detrimentally impact my business now and in the future as well as the value of the parcel.

I have not been provided with any information or support for whether the property sought to be acquired by eminent domain and described in the Resolution Necessity is necessary for the proposed project. The proposed project is severely injurious to my business and livelihood and stands to detrimentally impact my business now and in the future as well as the value of the parcel.

An offer was made, however, the offer is not substantiated with any proof regarding the valuation in support of the offer. I have not accepted the offer and will address the offer and valuation at the meeting or will reserve my rights to claim greater compensation in a court of law.

Sincerely,

Ali Yasin



951-282-1606

March 28, 2016

Via US Mail

SANBAG - Board of Directors
1170 W. 3rd Street, 1st Floor
San Bernardino, CA 92410

Re: Notice of Intent to Appear and Be Heard
Address: 22087 Barton Rd., Grand Terrace, CA 92313
APN: 1167-141-02

Dear Board of Directors,

Please be advised that I intend to appear and be heard at the meeting date scheduled for May 4, 2016 at 10:00 a.m.

I will be present with my general counsel to address the Resolution and address any objections we may have.

To date, I have not been provided with any information as to the public interest and the necessity to implement the Project. The proposed project is severely injurious to my business and livelihood and stands to detrimentally impact my business now and in the future as well as the value of the parcel.

I have not been provided with any information as to whether the proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury. The proposed project is severely injurious to my business and livelihood and stands to detrimentally impact my business now and in the future as well as the value of the parcel.

I have not been provided with any information or support for whether the property sought to be acquired by eminent domain and described in the Resolution Necessity is necessary for the proposed project. The proposed project is severely injurious to my business and livelihood and stands to detrimentally impact my business now and in the future as well as the value of the parcel.

An offer was made, however, the offer is not substantiated with any proof regarding the valuation in support of the offer. I have not accepted the offer and will address the offer and valuation at the meeting or will reserve my rights to claim greater compensation in a court of law.

Sincerely,

Ali Yasin



Minute Action

AGENDA ITEM: 24

Date: May 4, 2016

Subject:

Transportation Development Act Article 3 Local Match Assistance Program for Active Transportation Program (ATP) Cycle 3

Recommendation:

That the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, award Transportation Development Act (TDA) Article 3 funds as local match assistance for Cycle 3 Active Transportation Program (ATP) grant applications in the amount of \$2,800,000 as identified in Attachment A to this item.

Background:

On March 2, 2016 the SANBAG Board authorized the release of the Transportation Development Act (TDA) Article 3 Call for Projects on local match assistance for the Caltrans Active Transportation Program (ATP) Cycle 3. Prior to the approval of the Call for Projects by the Board, staff had discussed the Call with the Transportation Technical Advisory Committee (TTAC) on February 1, 2016. The Call for Projects was released on March 2, 2016 and the closing date was set for April 8, 2016. This agenda item is being brought directly to the Board because the designation of matching funds needed to be complete before or shortly after the release of the ATP Call for Projects. The ATP Call for Projects was released April 15, 2016 and the deadline for the ATP application submittal is June 15, 2016. The local jurisdiction applicants who are applying to ATP Cycle 3 needed the award information prior to their write-up of the application.

The TDA provides that 2% of the State's Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of bicyclists and pedestrians, known as the TDA Article 3 Program. The SANBAG Board approved a policy that 20% of the Article 3 Program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. In 2015, the Board also reserved an additional 10% for maintenance of the bicycle and pedestrian infrastructure for the TDA Article 3 Program. Based on the fund estimates for the future TDA Article 3 Program and the Board approved agenda item from March 2016, the remaining 70% was being made available for bicycle and pedestrian projects in this Call for Projects which was equal to about \$2.8 million or two years worth of funding.

Point scores in the ATP could potentially be improved by using Article 3 funding to augment the local match on proposed ATP applications. The strategy is to maximize the amount of statewide ATP funding awarded to San Bernardino County by garnering as many leveraging points as possible out of the five points specified in the ATP evaluation criteria. As seen from the ATP Cycle 2 experience, the local match assistance will lead to a higher success rate in the statewide

Entity: CTC

competition, and it will bring more funds to San Bernardino County in the long run, enabling SANBAG and the jurisdictions to stretch the available funding to construct more active transportation projects.

TDA Article 3 Application and Selection Process

An evaluation panel comprised of SANBAG staff (2 members), the Inland Empire Biking Alliance (IEBA) and Riverside County Transportation Commission (RCTC) scored the projects using evaluation criteria similar to that of the State's ATP application. In the Article 3 application, basic project information was requested describing the proposed project, estimated cost, project delivery schedule, and current status. The requested information was evaluated based on how well the project will compete in the State's ATP competitive process.

Part of the instruction in the Call for Projects was that the maximum award for any individual project would be 16% of total project cost and that applicants must provide an additional local match of at least 4% of total project cost, totaling a 20% match for the ATP application. These percentages were set based on the ATP scoring criteria rubric from Caltrans. (http://www.catc.ca.gov/programs/ATP/2017/DRAFT_2017_ATP_Evaluation_Scoring_Rubric.pdf)

1% to 11.4% of total project cost in non-ATP funds = 1 point
 11.5% to 14.9% of total project cost in non-ATP funds = 2 points
 15% to 19.9 % of total project cost in non-ATP funds = 3 points
 20% or more of total project cost in non-ATP funds = 4 points
 Non-ATP funds in component where ATP funds are requested = 1 point

The California Transportation Commission (CTC) has indicated that the applications for the ATP funds, particularly the statewide portion, will be very competitive. Although San Bernardino County did well in ATP Cycle 1 and 2, we expect Cycle 3 to be even more competitive, with projects qualifying or not qualifying based on fractions of points.

Evaluation Results

Fourteen (14) Bicycle and Pedestrian Facilities project applications from twelve (12) jurisdictions were submitted for a total funding request of \$3,614,601. Attachment A provides the scoring results in descending order and identifies the top seven projects as recommended for Article 3 local match funding and one partially funded project of \$264,401. The list includes:

Fontana	San Sevaine Trail Connectivity
Highland	City Creek/Alabama Street Bikeways
Rancho Cucamonga	6th Street Cycle Track
County of San Bernardino	Walk and Bike SB
Hesperia	Bear Valley Road Bicycle Bypass Project
Big Bear Lake	Alpine Pedal Path Rathbun Creek Expansion
Victorville	Arrowhead Dr./7th Ave Bike Lane & Sidewalk Project
Redlands	East Valley Corridor Bike Route Interconnect Project

Board of Directors Agenda Item

May 4, 2016

Page 3

The application evaluation team discussed options to award lower match percentages and thereby extend the match allocations to additional projects. However, it was also recognized that the guidance provided in the Call for Projects was to use 20%, assuming this might earn the maximum number of points. Therefore, the SANBAG staff recommendation is to keep the local match assistance level at 20% (16% Article 3 and 4% local), not to reduce the award percentage. This will allow projects to maximize their selection chances, with the idea that projects that are successful for the statewide pool will bring net new revenues to San Bernardino County. Every point will be needed to be competitive at the statewide level.

It should be understood that there is no guarantee how well San Bernardino County's grant applications will fare in the statewide ATP competition. Much more detail will need to be provided by the applicants than was requested for the TDA Article 3 Call for Projects. SANBAG staff will take a proactive role in advising local jurisdictions on ATP applications and will provide draft text needed for applicants to address some of the regional and health-related topics called for in the ATP applications.

It should also be noted that an agency not awarded an Article 3 match is still free to compete in the statewide ATP application process, and is encouraged to do so. A quality project with a complete application could still compete well. In addition, planning projects are eligible in ATP Cycle 3, even though they were not eligible as part of the Article 3 application process.

Also, as highlighted in the March 2 agenda item, staff will be working with TTAC to refine the criteria for future TDA Article 3 calls-for-projects so that smaller projects and project development activities will be able to compete more effectively for these funds.

Financial Impact:

The administration of TDA funds is the responsibility of SANBAG. Expenses associated with this responsibility are included in the adopted budget under Task 0502 – TDA Administration. The funding source is Local Transportation Fund – Administration. The award of \$2,800,000 for Pedestrian and Bicycle Facilities projects is consistent with the amount of Article 3 funds held in Task 0506 – Local Transportation Funds – Pass Through.

Reviewed By:

This item has not had prior policy committee review, but the original call-for-projects item approved in March by the Board had extensive discussion on the implementation of the program. This item is scheduled for review by the Transportation Technical Advisory Committee (TTAC) on May 2, 2016.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Attachment A: Project Rankings for TDA Article 3 Local Match Assistance for ATP Cycle 3 (05/04/2016)

Agency	Project	Average Reviewer Score (50 Max)	Total Project Cost	ATP Funds	Article 3 Match Request	Local Match	Cumulative Article 3 Award
Fontana*	San Sevaine Trail Connectivity	43.40	\$4,900,000.00	\$3,920,000	\$588,000.00	\$392,000	\$588,000
Highland	City Creek/Alabama Street Bikeways	42.60	\$2,322,164.00	\$1,857,731	\$371,546.24	\$92,887	\$959,546
Rancho Cucamonga	6th Street Cycle Track	42.00	\$1,341,246.60	\$1,072,997	\$214,599.46	\$53,650	\$1,174,146
County of San Bernardino	Walk and Bike SB	40.00	\$2,000,000.00	\$1,600,000	\$320,000.00	\$80,000	\$1,494,146
Hesperia	Bear Valley Road Bicycle Bypass Project	37.60	\$3,854,881.25	\$3,083,905	\$616,781.00	\$154,195	\$2,110,927
Big Bear Lake	Alpine Pedal Path Rathbun Creek Expension	36.60	\$1,094,200.25	\$875,360	\$175,072.04	\$43,768	\$2,285,999
Victorville	Arrowhead Dr./7th Ave Bike Lane & Sidewalk Project	36.00	\$1,560,000.00	\$1,248,000	\$249,600.00	\$62,400	\$2,535,599
Redlands**	East Valley Corridor Bike Route Interconnect Project	35.80	\$2,640,131.00	\$2,112,105	\$264,401.00	\$105,605	\$2,800,000
Rialto	Cactus Avenue Multi-use Path	35.00	\$1,774,013.00	\$1,419,210	\$283,842.08	\$70,961	
Ontario	San Antonio Bicycle Corridor Project	34.60	\$309,280.00	\$247,424	\$49,484.80	\$12,371	
Upland	Elementary School Safe Walking & Street Crossing Pathway Improvement Program	32.80	\$715,000.00	\$572,000	\$114,400.00	\$28,600	
County of San Bernardino	Joshua Tree Class II Bike Path	30.00	\$1,118,300.00	\$894,640	\$178,928.00	\$44,732	
Rancho Cucamonga	SRTS Sidewalk Safety Improvements	28.20	\$574,259.40	\$459,408	\$91,881.50	\$22,970	
Yucaipa	Sand Canyon Road - Pedestrian Improvements	25.60	\$600,408.00	\$480,326	\$96,065.28	\$24,016	
	Total		\$24,803,884	\$19,843,107	\$3,614,601	\$1,188,155	

* City of Fontana increased City's share of the project from 4% to 8% and requested 12% match instead of 16%.

** City of Redlands will be awarded partial funding in the amount of \$261,401 as the available funds for the program is \$2.8 million.

Minute Action

AGENDA ITEM: 25

Date: May 4, 2016

Subject:

Final 2016 State Transportation Improvement Program Proposal

Recommendation:

Receive an update on the final 2016 State Transportation Improvement Program proposal and California Transportation Commission staff recommendations.

Background:

The 2016 State Transportation Improvement Program (STIP) programming cycle began with the California Transportation Commission (CTC) adopting the Fund Estimate (FE) on August 27, 2015. The FE identified \$2.4 billion of programming capacity available statewide over the next five years with a new STIP capacity of \$223 million over the FE period. However, when coupled with the shortfall of allocation capacity prior to the STIP period, there was no new programming capacity for the 2016 STIP. The Board approved the 2016 STIP submittal for San Bernardino County at the October 7, 2015, Board meeting as shown in Table 1.

Table 1
Proposed 2016 STIP Programming for San Bernardino County (\$000s)
(Approved by SANBAG Board October 2015)

Fiscal Year	2016/17	2017/18	2018/19	2019/20	2020/21
Proposed Programming					
Planning Programming and Monitoring	\$1,270	\$1,270	\$1,270	\$1,119	
I-215 Mt Vernon/Washington Interchange Improvement*			\$38,523		
Rte 210 Widening, Highland Ave to San Bernardino Ave		\$25,000			
I-10 Express Lanes Phase I		\$39,745			
		\$30,588			
I-215 Barton Rd. Interchange Reconstruction	\$22,611	\$22,611			
Redlands Passenger Rail Project	\$22,611				
I-15 Express Lanes Phase I			\$20,603		\$28,347
<i>Total Programmed</i>	<i>\$23,881</i>	<i>\$54,469</i>	<i>\$21,873</i>	<i>\$1,119</i>	<i>\$28,347</i>
Total Estimated 2016 STIP Programming Capacity	\$129,689				
Total Proposed Programming	\$129,689				
Capacity Remaining / (Advanced)	\$0				

*Project proposed to be removed per Board Action 7/2/2014

After adoption of the FE, the California Department of Finance reduced their Fiscal Year 2016/2017 Price-Based Excise Tax projections in response to the recent decrease in gasoline prices. A revised FE was adopted by the CTC on January 20, 2016, with a decrease of
 Entity: CTC

\$800 million in total STIP capacity compared to the previously adopted FE in August 2015. This decrease resulted in negative programming capacity over the next five years, which required deprogramming of projects from all regions statewide.

The suggested programming reduction for San Bernardino County was \$37.2 million, which reduced the total estimated 2016 STIP programming Capacity to \$92.5 million. Note that the CTC staff indicated that the programming target share reduction is for reference only. The final reduction per county can change depending on the ability to deprogram from other counties statewide and the annual allocation capacity relative to proposed programming. The CTC also indicated that the programming reduction must be from the first three years of the five-year STIP cycle.

In March 2016, the SANBAG Board acted to approve revised proposed 2016 STIP programming, as shown in Table 2. Staff recommended a strategic approach to retain projects that demonstrate greenhouse gas reductions and sustainability to the extent alternative funding sources will allow according to Executive Order B-30-15 issued by the Governor and included in the proposed 2016 STIP Guidelines because the CTC had indicated they would also consider the Executive Order when approving programming recommendations for the 2016 STIP and when prioritizing allocations in cases of annual allocation capacity shortfalls. Staff testified in support of the proposed programming at a STIP Hearing on March 17, 2016.

Table 2
March 2016 Proposed 2016 STIP Programming for San Bernardino County (\$000s)
(Revisions to October 2015 Board approvals shown in bold)

Fiscal Year	Prior	2016/17	2017/18	2018/19	2019/20	2020/21
Proposed Programming						
Planning Programming and Monitoring		\$1,270	\$1,270	\$1,270	\$1,119	
I-10 Express Lanes Phase 1			\$30,588			
I-215 Barton Rd. Interchange Reconstruction			\$22,611			
Redlands Passenger Rail Project		\$22,611	\$25,248			
I-15 Express Lanes Phase I				\$20,603	\$64,950	\$28,347
US-395 I-15 to Farmington Rd (PA&ED only)*	\$2,637					
<i>Total Programmed</i>		<i>\$1,270</i>	<i>\$26,518</i>	<i>\$1,270</i>	<i>\$66,069</i>	<i>\$0</i>
Total Estimated 2016 STIP Programming Capacity			\$132,326			
Total Proposed Programming			\$95,127			
Capacity Remaining / (Advanced)			\$37,199			

* Caltrans' decision to deprogram US-395 resulted in an increased programming capacity of \$2.637 million

On March 30, 2016, CTC staff indicated that the statewide proposed deprogramming in the resubmitted proposals was \$239 million short of the \$754 million; therefore CTC staff developed criteria for identifying projects to delete or delay (Attachment 1). The first criterion was that no new projects would be allowed. Because SANBAG had submitted only new projects, CTC staff allowed an alternate submittal, bringing back in existing STIP projects. Staff had several conversations with CTC staff and the CTC Commissioner Joe Tavaglione regarding our concern with this particular criterion as it takes project selection and fund management away from local control; the net result of this criterion is that if an agency wants access to its share of STIP funds, projects must be delayed.

On April 13, 2016, SANBAG staff submitted the second revised proposed 2016 STIP programming as shown in Table 3. Staff proposed to reprogram the State Route 210 Widening and I-10 Express Lane Phase 2 projects because these project schedules matched the assumed fiscal year capacity most closely.

Table 3
April 2016 Proposed 2016 STIP Programming for San Bernardino County (\$000s)
(Revisions to March 2016 Board approvals shown in bold)

Fiscal Year	Prior	2016/17	2017/18	2018/19	2019/20	2020/21
Proposed Programming						
Planning Programming and Monitoring		\$1,270	\$1,270	\$1,270	\$1,119	
I-10 Express Lanes Phase 2					\$65,198	
Rte 210 Widening, Highland Ave to San Bernardino Ave			\$25,000			
Redlands Passenger Rail Project			\$25,248			
I-15 Express Lanes Phase I					\$64,950	
US-395 I-15 to Farmington Rd (PA&ED only)	\$2,637					
<i>Total Programmed</i>		<i>\$1,270</i>	<i>\$26,270</i>	<i>\$1,270</i>	<i>\$66,317</i>	<i>\$0</i>
Total Estimated 2016 STIP Programming Capacity		\$132,326				
Total Proposed Programming		\$95,127				
Capacity Remaining / (Advanced)		\$37,199				

On April 22, 2016, CTC staff issued their recommendations for 2016 STIP programming that will be presented to the CTC at their meeting on May 18-19, 2016. The recommendation for San Bernardino County is as shown in Table 4 and in Attachment 2. Attachment 2 also includes the CTC staff letter to the Legislature concerning this STIP cycle, more detail about this particular programming process, and their recommendation for Caltrans' portion of the STIP, which is the Interregional Transportation Improvement Program (ITIP). The only change proposed to the San Bernardino County projects in the ITIP, was to separate the State Route 58 widening project into three contracts over a three-year period, which will result in a slight delay to project completion.

Table 4
CTC Staff Recommendations - 2016 STIP Programming for San Bernardino County (\$000s)
(Revisions to April 2016 SANBAG staff submittal shown in bold)

Fiscal Year	Prior	2016/17	2017/18	2018/19	2019/20	2020/21
Proposed Programming						
Planning Programming and Monitoring		\$1,270	\$1,270	\$1,270	\$1,119	
I-10 Express Lanes Phase 2					\$65,198	\$39,745
Rte 210 Widening, Highland Ave to San Bernardino Ave			\$25,000			
<i>Total Programmed</i>		<i>\$1,270</i>	<i>\$26,270</i>	<i>\$1,270</i>	<i>\$0</i>	<i>\$39,745</i>
Total Estimated 2016 STIP Programming Capacity		\$132,326				
Total CTC Staff Proposed Programming		\$68,555				
Capacity Remaining / (Advanced)		\$63,771				

Board of Directors Agenda Item

May 4, 2016

Page 4

Staff has expressed concern to CTC staff, the CTC Executive Director, and CTC Commissioner Joe Tavaglione that the San Bernardino County programming has been cut by almost 50% while other counties have seen far less of a hit. CTC staff explained that because of the criteria developed by CTC staff and how they relate to the specifics of programming in all of the counties, San Bernardino County is being forced to shoulder the burden. While CTC staff has stated in their letter to the Legislature that projects proposed for deletion will receive priority in future programming, they have noted that the current funding crisis that caused this deprogramming exercise must be addressed to make this a possibility.

The CTC is expected to adopt the CTC staff recommendation for the 2016 STIP programming at their meeting on May 18-19, 2016.

Financial Impact:

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

Reviewed By:

This item has not had prior policy committee review.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

ATTACHMENT 1

BOB ALVARADO, Chair
 DARIUS ASSEMI, Vice Chair
 YVONNE B. BURKE
 LUCETTA DUNN
 JAMES EARP
 JAMES C. GHIELMETTI
 CARL GUARDINO
 FRAN INMAN
 CHRISTINE KEHOE
 JAMES MADAFFER
 JOSEPH TAVAGLIONE

STATE OF CALIFORNIA

EDMUND G. BROWN Jr., Governor



SENATOR JIM BEALL, Ex Officio
 ASSEMBLY MEMBER JIM FRAZIER, Ex Officio

WILL KEMPTON, Executive Director

CALIFORNIA TRANSPORTATION COMMISSION

1120 N STREET, MS-52
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 (916) 654-4245
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<http://www.catc.ca.gov>

March 30, 2016

Regional Agencies
 Caltrans

Due to the decrease in anticipated revenues as a result of the reduction in the price-based excise tax, the California Transportation Commission (Commission) is faced with the difficult task of having to delete \$754 million of currently programmed State Transportation Improvement Program (STIP) projects. In addition to deleting planned projects, it will be necessary to move many projects into the last two years of the 2016 STIP period, which covers the five fiscal years 2016-17 through 2020-21.

Regions and Caltrans were asked to identify projects that could be deleted and delayed in order to meet the \$754 million target as well as delay sufficient projects to the last two years of the STIP. The revised RTIPs and ITIP together proposed \$515 million in deletions, short of the \$754 million target by \$239 million. Also, there were insufficient project delays to the last two years of the STIP period. (The 2016 STIP proposals are posted on the Commission's website, at http://www.catc.ca.gov/programs/STIP/2016_STIP/2016_STIP_HEARING_BOOK.pdf.) The Commission is now faced with difficult decisions to make additional project deletions and delays in order to meet the financial constraints of the adopted fund estimate, as required by statute.

Commission staff will use the following criteria to identify projects for deletions and delays:

- 1- No new projects – new projects cannot be justified at a time when agencies are forced to delete projects already programmed. These projects may have priority to be programmed in the 2018 STIP.
- 2- No new programming for construction or additional Planning, Programming and Monitoring funds, although cost increases will be considered.
- 3- Projects programmed only for pre-construction may be proposed for deletion.
- 4- Projects proposed by the counties to be delivered in FY 20/21 or delayed to 20/21 may be placed outside the STIP period, giving them priority to be programmed in the 2018 STIP.

- 5- Consider projects in counties that are over-programmed and have proposed no deletions – to the extent possible, geographic equity will be considered. Deleted projects may have priority to be programmed in the 2018 STIP.
- 6- Commission priorities approved at the December 2015 meeting
(http://www.dot.ca.gov/hq/transprog/ctcliaison/2015/1215/18_4.8_yellow_handouts.pdf.)

These are very difficult times as every programmed project is important for the mobility, safety and sustainability of California. However, lacking a permanent solution to the transportation funding crisis, the Commission has limited choices. Commission staff will continue to work with the regions to identify projects to be deleted or delayed.

Thank you for continuing to advocate for a permanent transportation funding solution. Let us continue to unite our efforts urging legislators to work together to develop a compromise that will result in additional revenues and a meaningful reform to the state's transportation program.

Sincerely,



WILL KEMPTON
Executive Director

BOB ALVARADO, Chair
 YVONNE B. BURKE
 LUCETTA DUNN
 JAMES EARP
 JAMES C. GHIEMMETTI
 CARL GUARDINO
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SUSAN BRANSEN, Executive Director



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April 22, 2016

Members, California State Legislature:

In accordance with Government Code Section 14529.3, staff recommendations to the California Transportation Commission (Commission) for adoption of the 2016 State Transportation Improvement Program (STIP) are enclosed for your information and posted at www.catc.ca.gov. The STIP dedicates funding for California's highway, rail, transit, and other transportation improvements throughout California. Because of an anticipated funding shortfall, as detailed below, the staff recommendations reflect (1) no new projects, (2) project deletions and delays proposed by regional agencies and the California Department of Transportation, and (3) additional project deletions and delays considering geographical balance and other factors to stay within the amount of funding expected to be available. The Commission will consider comments received on these recommendations and take action to adopt the 2016 STIP at its May 18-19, 2016 meeting.

The primary funding source established by the Legislature for the STIP is the price-based excise tax. This tax, originally established at 17.3 cents in 2010, has been adjusted annually and will be adjusted down by the State Board of Equalization to 9.8 cents on July 1, 2016. This decrease will result in a severe reduction in funding estimated to be available for the STIP. The Commission is required by law to estimate the amount of funding expected to be available over the five-year STIP period. As a result, on January 21, 2016, the Commission adopted an amended Fund Estimate, projecting a \$1.5 billion shortfall in the amount required to meet project funding commitments made in the 2014 STIP for fiscal years 2016-17 through 2018-19. This marks the largest scaling back since the creation of the current STIP funding structure nearly 20 years ago.

Members, California State Legislature
April 22, 2016
Page 2 of 2

Given the projected shortfall in transportation funding, we are recommending that the Commission add no new projects for funding in the STIP over the next five years. Instead, 98 projects totaling \$754 million are recommended for full or partial deletion and 90 projects totaling \$755 million are recommended for delay to fiscal years 2019/20 and 2020/21. While it is intended that deleted projects will be given priority by the Commission when programming the 2018 STIP, the funding crisis must first be addressed to make this a possibility. There was insufficient funding for previously committed projects that sought funding this year, and it is possible the Commission may not have sufficient funding for projects expecting funds in fiscal year 2016-17 and beyond.

Typically transportation projects are funded with multiple sources. The total impact of defunding projects will likely run into the billions. Thus, this STIP action will have a very real impact beyond just meeting the transportation needs of Californians, as every \$1 billion in highway and transit investments supports 13,000 jobs, not to mention higher costs associated with project delays. Recognizing the tremendous impact of not addressing the transportation funding shortfall, in January 2016, the Commission urged legislators to work together to develop a compromise that will result in a significant down payment on California's transportation infrastructure need and provide for meaningful reforms to the state's transportation programs. Please be sure to contact me if there is any assistance the Commission can provide in addressing this serious issue.

Sincerely,



SUSAN BRANSEN
Executive Director

Enclosure

c: Commissioners, California Transportation Commission
Ex-Officio Commissioners, California Transportation Commission
Brian P. Kelly, Secretary, California Transportation Agency
Malcolm Dougherty, California Department of Transportation
Executive Directors, Metropolitan Planning Organizations
Executive Directors, Regional Transportation Planning Agencies
Matt Cate, Executive Director, California State Association of Counties
Chris McKenzie, Executive Director, League of California Cities



**California
Transportation
Commission**

**2016
STATE TRANSPORTATION
IMPROVEMENT PROGRAM**

**Commission Staff
Recommendations**



April 22, 2016

Attachment: Attachment 2 - 2016 STIP Staff Recommendations (2785 : 2016 State Transportation Improvement Program CTC

2016 STIP STAFF RECOMMENDATIONS

California Transportation Commission

April 22, 2016

This document presents the recommendations of the staff of the California Transportation Commission (Commission) for the 2016 State Transportation Improvement Program (STIP). Government Code Section 14529.3 requires that the Executive Director of the Commission make these recommendations available to the Commission, the Department of Transportation (Caltrans), the Regional Transportation Planning Agencies, and the County Transportation Commissions at least 20 days prior to the Commission's adoption of the STIP. The Commission will receive comments on these recommendations and adopt the STIP at its May 18-19, 2016 meeting.

The STIP is a key planning document for funding future state highway, intercity rail and transit improvements throughout California. State law requires the Commission to update the STIP biennially, in even-numbered years, with each new STIP adding two new years to prior programming commitments. The 2016 STIP covers the five-year period from fiscal year 2016-17 through fiscal year 2020-21.

Prior to adopting the STIP, the Commission is required by law (Government Code Section 14525), to estimate the amount of funding expected to be available for the five year STIP period. The 2016 STIP Fund Estimate, adopted by the Commission in August 2015, estimated no new programming capacity based on an assumed price-based excise tax rate for fiscal year 2016-17 of 14.1 cents per gallon, increasing to 18 cents prior to the end of the fund estimate period. In response to declining gasoline prices, Caltrans presented amended revenue assumptions at the Commission's January 2016 meeting. These assumptions projected that the price-based excise tax would drop further than originally anticipated on July 1, 2016. At that time, based on the revised assumptions, the Commission adopted an amended 2016 STIP Fund Estimate reflecting a price-based excise tax assumption of 10 cents effective July 1, 2016, increasing to 18 cents by the last year of the fund estimate.

Based on the amended 2016 Fund Estimate, the STIP is over programmed in the first three years of the STIP period (fiscal years 2016-17 through 2018-19) by \$1.5 billion, and there is no capacity to add new projects. This over programming affects both the Public Transportation Account (PTA) and the State Highway Account (SHA). As a result, project funding carried forward from the 2014 STIP for fiscal years 2016-17 through 2018-19 totaling \$754 million must be deleted and an additional \$755 million must be delayed to the last two years of the 2016 STIP period (fiscal years 2019-20 and 2020-21).

Staff recommendations are based on the combined programming capacity for the PTA and SHA as identified in the amended Fund Estimate adopted by the Commission on January 21, 2016 (state law only allows amendments to the Fund Estimate prior to March 1). If available funding is less than assumed, the Commission may be forced to delay or restrict allocations using interim allocation plans. On the other hand, if available funding proves

to be greater than assumed, it may be possible to allocate funding to projects earlier than the year programmed.

Staff recommendations reflect (1) no new projects, (2) project deletions and delays proposed by regional agencies and Caltrans, and (3) additional project deletions and delays. Although STIP regional shares are split 60/40 (South/North), geographic programming equity of approximately 56.4 percent in the South and 43.6 percent in the North is recommended. This funding ratio is proportionate to programming in the three early years of the 2016 STIP period (fiscal years 2016-17, 2017-18 and 2018-19) carried forward from the 2014 STIP.

The adopted 2016 STIP Guidelines included a one-time allowance for agencies to delay current year (fiscal year 2015-16) projects into the 2016 STIP period. This allowance was determined to be necessary since not all projects programmed in fiscal year 2015-16 could receive allocations due to insufficient funds. To fully allocate fiscal year 2015-16 projects, including projects with extensions in the STIP period, staff recommendations include the delay of projects programmed in fiscal year 2016-17 of at least one year.

Since PTA funding is more limited than SHA funding, staff recommendations for all projects are based on the combined, total fund capacity identified in the amended Fund Estimate for highway, local road, rail, transit, bicycle, and pedestrian projects. Through fiscal year 2020-21, the recommended programming is about equal to the identified capacity.

The Commission's adopted STIP may include only projects nominated by a regional agency in its Regional Transportation Improvement Program (RTIP) or by Caltrans in its Interregional Transportation Improvement Program (ITIP). Accordingly, the staff recommendations for the 2016 STIP include the following:

- Highways and Local Roads. Staff recommendations include (1) no new projects, (2) project deletions and delays proposed by regional agencies and Caltrans, (3) additional project deletions and delays, and (4) no project cost increases later than fiscal year 2017-18, and (5) no Planning, Programming and Monitoring (PPM) increases.
- Rail and Transit. Staff recommendations include (1) no new projects, (2) project deletions and delays proposed by regional agencies and Caltrans, (3) additional project deletions and delays, and (4) no project cost increases later than fiscal year 2017-18.
- Bicycle and Pedestrian. Staff recommendations include (1) no new projects, (2) project deletions and delays proposed by regional agencies and Caltrans, (3) additional project delays, and (4) no project cost increases later than fiscal year 2017-18.

The staff recommendations by project for each county and interregional share are listed on the pages that follow. The recommendations are based primarily on:

- Adopted amended 2016 Fund Estimate identifying the need to delete and delay projects currently programmed in the first three years of the STIP period (fiscal years 2016-17 through 2018-19); and
- Commission policies as expressed in the STIP Guidelines, 2016 STIP programming proposals, geographic equity, and priorities identified for fiscal year 2015-16 allocations.

FUND ESTIMATE AND GUIDELINES FOR THE 2016 STIP

The development of the 2016 State Transportation Improvement Program (STIP) began with the California Transportation Commission's (Commission) adoption of the initial 2016 STIP Fund Estimate, together with the adoption of amendments to the STIP Guidelines, on August 27, 2015, and adoption of an amended Fund Estimate (including a change to the assumption regarding the future price-based excise tax rate and a resultant decrease in projected STIP revenues) on January 21, 2016.

STIP proposals were made through the Regional Transportation Improvement Programs (RTIPs) and the Interregional Transportation Improvement Program (ITIP), which were due to the Commission by December 15, 2015. Subsequent to the adoption of the amended Fund Estimate, revised RTIPs and the ITIP were due by February 29, 2016. The Commission subsequently held two public hearings on the revised proposals, one on March 17, 2016 in Irvine and the other on March 24, 2016 in Sacramento.

2016 Amended STIP Fund Estimate

The 2016 Amended STIP Fund Estimate covered the five-year period of the 2016 STIP, fiscal years 2016-17 through 2020-21, and estimated total statewide new programming capacity of negative \$754 million. As a result, there is insufficient funding to program new highway, rail and transit, and bicycle and pedestrian projects and existing programmed projects must be deleted or delayed.

The programming of the 2016 STIP includes a base of \$554 million programmed in fiscal year 2015-16 (base year included because of a \$176 million shortfall that carries into the 2016 STIP period) and \$2.153 billion in fiscal years 2016-17 through 2018-19 to projects carried forward from the 2014 STIP. Funding capacity is insufficient to cover the existing programmed amount, resulting in the need to delete \$754 million in programming, for a new 2016 STIP program total of \$1.953 billion.

SUMMARY OF 2014 STIP CAPACITY

(\$ in millions)

	Carryover Capacity	New Capacity	Total
Federal Transportation Enhancement (TE) (eliminated)	\$ 0	\$ 0	\$ 0
Public Transportation Account (PTA)	417	-167	250
State Highway Account (SHA)	2,290	-587	1,703
Total (may not match FE due to rounding)	\$2,707	\$ -754	\$1,953

The following table is a breakdown of the \$1.953 billion total STIP capacity by fiscal year:

SUMMARY OF 2016 STIP CAPACITY BY YEAR

(\$ in millions)

	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	Total
	(base)						
Transportation Enhancement (TE)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Transit (PTA)	50	40	40	40	40	40	250
Roads (SHA)	328	200	225	275	320	355	1,703
Total	\$ 378	\$ 240	\$ 265	\$ 315	\$ 360	\$ 395	\$1,953

Programming capacity was determined in the amended Fund Estimate by estimating available revenues and deducting current commitments against those revenues. Programming capacity does not represent cash. It represents the level of programming commitments that the Commission may make to projects for each year within the STIP period. For example, cash will be required in one year to meet commitments made in a prior year, and a commitment made this year may require the cash over a period of years. The Fund Estimate methodology uses a “cash flow allocation basis,” which schedules funding capacity based upon cash flow requirements and reflects the method used to manage the allocation of funding for capital projects.

STIP Guidelines
Policies and Procedures Specific to the 2016 STIP

The following specific policies and procedures address the particular circumstances of the 2016 STIP:

- **Schedule.** The following schedule lists the major milestones for the development and adoption of the 2016 STIP (**as amended at the January 20-21, 2016 Commission meeting**):

Caltrans presents draft Fund Estimate	June 25, 2015
STIP Guidelines & Fund Estimate Workshop	July 23, 2015
CTC adopts Fund Estimate & Guidelines	August 27, 2015
Caltrans identifies State highway needs	September 15, 2015
Caltrans submits draft ITIP	October 15, 2015
CTC ITIP hearing, North	October 28, 2015
CTC ITIP hearing, South	November 4, 2015
Regions submit RTIPs	December 15, 2015
Caltrans submits final ITIP	December 15, 2015
CTC STIP hearing, North	January 21, 2016
CTC STIP hearing, South	January 26, 2016
CTC publishes staff recommendations	February 19, 2016
CTC adopts STIP	March 16-17, 2016
CTC adopts amended Fund Estimate	January 21, 2016
Regions submit revised RTIPs	February 26, 2016
Caltrans submits revised ITIP	February 26, 2016
CTC STIP Hearing, South	March 17, 2016
CTC STIP Hearing, North	March 24, 2016
CTC publishes staff recommendations	April 22, 2016
CTC adopts STIP	May 18-19, 2016

- **Statewide Fund Estimate.** The statewide capacity for the 2016 STIP Fund Estimate identifies net new capacity only in the two years added to the STIP, 2019-20 and 2020-21, with decreases in capacity in earlier years. The decreases in capacity are due mainly to the decrease in the price based excise tax. The estimate incorporates the 2015-16 Budget Act and other 2015 legislation enacted prior to the Fund Estimate adoption. Programming in the 2016 STIP will be constrained by fiscal year, with most new programming in the two years added to the STIP, 2019-20 and 2020-21.
- **County shares and targets.** The 2016 Fund Estimate indicates that the STIP is already fully programmed for the entire 5 years of the 2016 STIP (there is about \$46 million of capacity available in the last year of the STIP period). This is due primarily to the decrease in the price based excise tax. Projects currently programmed in the STIP will need to be reprogrammed into later years.
- **Reprogramming of current year projects.** In a departure from the general rule in the STIP Guidelines, projects programmed in 2015-16, including projects from prior years

that have allocation extensions, may be reprogrammed to a later fiscal year if they are on the list of delivered projects or if they have been granted, prior to adoption of the Fund Estimate, an extension of the allocation period that expires after the adoption of the 2016 STIP. In addition, projects programmed in 2015-16 may be proposed for delay in the RTIP or ITIP submitted by December 15, 2015.

- Submittal of RTIPS. The Regional Transportation Planning Agency (RTPA) Group has voluntarily developed a template for submittal of RTIPs, and encourages its use by regions for the 2016 STIP. The purpose of the template is to make RTIP submittals more consistent statewide and to present a visualization tool that provides information in an organized and transparent manner. The RTIP template includes, but is not limited to, the following: contact information, a summary of previously completed RTIP projects, information on how regions are delivering projects and meeting state and federal goals, a public participation summary, a description of the relationship between the RTIP and the adopted RTP/SCS, and a description of the performance and effectiveness of the RTIP.
- Transit and Rail Projects. A region may nominate transit and rail projects in its RTIP within State Highway Account (SHA) and Federal funding constraints (rolling stock may only be funded with Federal funds). As indicated in the fund estimate, a small amount of PTA funds is available to fund transit and rail projects. A region nominating a project that requires PTA funding because it does not meet SHA or Federal requirements must clearly explain this requirement in its RTIP.
- Bicycle and Pedestrian projects. Existing bicycle and pedestrian projects may remain in the STIP so long as they are eligible for State Highway Account or Federal funds.
- Limitations on planning, programming, and monitoring (PPM). The fund estimate includes a table of PPM limitations that identifies the 5% limit for county shares for 2016-17 through 2020-21, based upon the 2012, 2014, and 2016 Fund Estimates. These are the amounts against which the 5% is applied. The PPM limitation is a limit to the amount that can be programmed in any region and is not in addition to amounts already programmed.
- Advance Project Development Element (APDE). There is no APDE identified for the 2016 STIP.
- GARVEE bonding and AB 3090 commitments. The Commission will not consider proposals for either GARVEE bonding or new AB 3090 commitments as part of the 2016 STIP. The Commission will consider AB 3090 or GARVEE bonding proposals as amendments to the STIP after the initial adoption. Commission staff will maintain an “AB 3090 Plan” which will include projects for which regions intend to request an AB 3090 reimbursement in order to advance the project into 2016-17, 2017-18, or 2018-19. The inclusion of a project on the list is not a commitment by the regional agency to request an AB 3090 reimbursement, an endorsement or recommendation by Commission staff, or an approval by the Commission.

- Caltrans Benefit/Cost Model. The 2016 STIP Guidelines continue the requirement for project-level evaluations including use of Caltrans' Benefit/Cost Model. Caltrans has developed a model for bicycle and pedestrian projects in order to improve information available to decision makers at the regional and state level.
- Commission expectations and priorities. The 2016 Fund Estimate indicates that the 2014 STIP is over-programmed in the early years. Some of this over-programming will likely be resolved through the schedule updates which occur each STIP cycle. However, some projects currently programmed in the STIP may need to be delayed (reprogrammed into a later year).

For the 2016 STIP, the Commission expects to give first priority to the reprogramming of projects from the 2014 STIP, as amended.

The selection of projects for additional programming will be consistent with the standards and criteria in section 61 of the STIP guidelines. In particular, the Commission intends to focus on RTIP proposals that meet State highway improvement and intercity rail needs as described in section 20 of the guidelines. The Department should provide a list of the identified state highway and intercity rail needs to regional agencies and to the Commission by September 15, 2015. Should the Department fail to provide a region and the Commission with this information, the Commission intends to assume there are no unmet state highway or intercity rail needs in that region.

California has been in a historic drought and Governor Brown proclaimed a state of emergency on January 17, 2014. In addition, the Governor issued statewide mandatory water reductions on April 1, 2015. Therefore, it is the intent of the Commission that any landscape projects currently programmed but not yet allocated and awarded, or any new landscape projects, will include drought tolerant plants and irrigation consistent with the Governor's actions.

Governor Brown issued Executive Order B-30-15 on April 29, 2015, related to climate change and ordering that a new interim statewide greenhouse gas emission reduction target to reduce greenhouse gas emissions to 40 percent below 1990 levels by 2030 is established. The order states that State agencies shall take climate change into account in their planning and investment decisions, and employ full life-cycle cost accounting to evaluate and compare infrastructure investments and alternatives. In addition, State agencies' planning and investment shall be guided by the following principles:

- Priority should be given to actions that both build climate preparedness and reduce greenhouse gas emissions;
- Where possible, flexible and adaptive approaches should be taken to prepare for uncertain climate impacts;
- Actions should protect the state's most vulnerable populations; and
- Natural infrastructure solutions should be prioritized.

Executive Order B-30-15 must be considered by the Department and Regional Agencies when proposing new programming for the 2016 STIP. The Commission intends to consider Executive Order B-30-15 when approving programming

recommendations in the event that programming requests exceed programming capacity.

Note: Subsequent to adoption of the 2016 STIP Guidelines and Fund Estimate, the Commission adopted an amended 2016 Fund Estimate at the January 20-21, 2016 Commission meeting. Due to the estimated decrease in the price-based excise tax, the 2016 amended STIP Fund Estimate identified over programming of \$1.5 billion in the first three years of the 2016 STIP period and a negative programming capacity of \$754 million.

STIP PROPOSALS

The Commission may include in the STIP only projects that have been nominated by a regional agency in its RTIP or by Caltrans in its ITIP. For the 2016 STIP, amended RTIPs and the ITIP were due to the Commission by February 26, 2016.

Regions and Caltrans were asked to identify projects that could be deleted and delayed to meet the (1) \$754 million deletion target and (2) the \$755 million delay target to the last two years of the STIP. The revised RTIPs and ITIP together proposed \$515 million in deletions, short of the \$754 million target by \$239 million. Also, insufficient project delays to the last two years of the STIP period were proposed. Therefore, staff recommendations include delays to and deletions of funding for many existing programmed projects, beyond those proposed by the regions or Caltrans. In addition, requests for new projects and increased programming are not recommended for inclusion in the 2016 STIP.

The spreadsheets showing project programming recommendations reflect revisions since the preparation of the Commission Briefing Book for the STIP hearings, including updated information provided by regions and Caltrans.

RECOMMENDED STIP ACTIONS

Staff recommends the adoption of the 2016 STIP to include the specific projects and schedules shown in the spreadsheets at the end of this document and as further described in the following narrative. These recommendations identify specific project components and costs for each year of the 2016 STIP, with separate groupings for highway, rail and transit, and bicycle and pedestrian projects.

The table on page 1 identifies the total amounts recommended from each county and the interregional share for highway, rail and transit, and bicycle and pedestrian projects. The table sums the amounts recommended for each county and the interregional program by fiscal year and compares the amounts recommended to the total targets for each county and interregional share. It also compares the statewide total recommended by fiscal year to the statewide capacity by fiscal year.

The tables on pages 2, 3 and 4 sum the recommendations for highway and local road projects, rail and transit projects, and bicycle and pedestrian projects.

The project recommendations are based primarily on the 2016 amended STIP Fund Estimate adopted by the Commission on January 21, 2016 identifying a \$754 million shortfall in programming capacity over the next five years. Funding for projects currently programmed in the first three years of the 2016 STIP period (fiscal years 2016-17 through 2018-19) totaling \$754 million must be deleted and another \$755 million must be delayed to fiscal years 2019-20 and 2020-21. Project funding was deleted and delayed to meet the targets identified based on the following methodology:

- Project deletions, delays and priorities recommended by regional agencies in their RTIPs and by Caltrans in its ITIP;
- Addition of no new projects;
- Retention of existing programming for Planning, Programming and Monitoring;
- Geographic equity;
- Commission policies and priorities.

Project Recommendations

The staff recommendations identify programming for specific projects and project components including project deletions and delays to reduce program levels in fiscal years 2016-17 through 2018-19 to the capacity identified in the amended Fund Estimate.

The staff recommendations provide priority to reprogramming projects from the 2014 STIP, as amended, and retention of programming for PPM within the statutory limits. The recommended schedule reflects the limits of Fund Estimate program capacity.

UNCERTAINTIES FOR FUTURE FUNDING ALLOCATIONS

The 2016 STIP staff recommendations are consistent with the adopted amended 2016 Fund Estimate, as required by statute. Funding conditions may, and usually do, continue to change from the assumptions made in the Fund Estimate. The Commission and Caltrans will continue to monitor those conditions to determine ability to allocate funding to STIP projects. If available funding is less than was assumed in the Fund Estimate, the Commission may be forced to delay or restrict allocations through the use of allocation plans. On the other hand, if available funding proves to be greater than was assumed in the Fund Estimate, it may be possible to allocate funding to some projects sooner than the year programmed.

Attachment: Attachment 2 - 2016 STIP Staff Recommendations (2785 : 2016 State Transportation Improvement Program CTC

APPENDIX TO 2016 STIP STAFF RECOMMENDATIONS

SUMMARY TABLES

The tables on the following pages are included with these recommendations for information and reference. Four statewide summary tables and separate project listings for each of the 59 county shares and the interregional share are provided.

The four statewide summary tables are:

- **Staff Recommendation, All Projects**. Includes, for each county share and the interregional program, the net new programming recommended by fiscal year. At the bottom of the table is a comparison of the statewide total recommended to the year-by-year capacity for new programming.
- **Staff Recommendation, Highway and Local Road Projects**. Includes, for each county share and the interregional program, the net new programming recommended for highway and local road projects by fiscal year.
- **Staff Recommendation, Rail and Transit Projects**. Includes, for each county share and the interregional program, the net new programming recommended for rail and transit projects by fiscal year.
- **Staff Recommendation, Bicycle and Pedestrian Projects**. Includes, for each county share and the interregional share, the net new bicycle and pedestrian programming recommended by fiscal year.

COUNTY AND INTERREGIONAL TABLES

The separate tables for each of the county shares and the interregional share include:

- **STIP Projects at initial Fund Estimate (August 2015)**. These are the projects and amounts programmed in the STIP when the Fund Estimate was adopted. These projects constitute the base against which Fund Estimate estimated capacity and the base against which programming was proposed and is recommended.
- **Recommended 2016 STIP Programming**. This section includes all recommended changes to existing programming, by component and fiscal year. In most cases, changes to an existing project are displayed by listing the existing programming as a deduction (negative), followed by the programming as now proposed (positive). This section first lists highway and local road projects and their subtotal, then the rail and transit (PTA-eligible) projects and their subtotal, then the bicycle and pedestrian projects and their subtotal, followed by the Total Programming Recommended. Where the recommendation is for a different fiscal year from the year proposed in the RTIP or ITIP, the color or shading in a cell indicates the fiscal year for which the project was originally proposed.

- **Notes/Projects Not Included in Staff Recommendation.** The box at the bottom of each table identifies projects proposed by the regional agency or Caltrans that are not included in the staff recommendation, together with various notes and comments on the proposed projects and the staff recommendation.
- **Balance of STIP County Share.** The box at the bottom of the page identifies the share balance and the total recommended new programming.

SUMMARY OF 2016 STIP STAFF RECOMMENDATIONS BY COUNTY
ATTACHMENT 2
(\$1,000's)

25.b

County	Program Total	Totals Proposed by Year					
		Prior	2016-17	2017-18	2018-19	2019-20	2020-21
Alameda	(8,789)	0	(5,063)	0	(15,726)	0	12,000
Alpine	(1,400)	0	(276)	(1,745)	261	360	0
Amador	(911)	0	(23)	(3,975)	(23)	3,110	0
Butte	(1,500)	(1,900)	(499)	(10,301)	0	11,200	0
Calaveras	(1,500)	(1,390)	(1,327)	(1,476)	(17)	1,361	1,349
Colusa	0	0	(700)	700	0	0	0
Contra Costa	(53,700)	(1,007)	(44,793)	(24,757)	(9,900)	24,757	2,000
Del Norte	0	0	0	0	0	0	0
El Dorado CTC	(70)	0	(5,584)	5,500	(56)	70	0
Fresno	(10,486)	227	(49,400)	0	34,665	462	3,560
Glenn	(1,392)	(624)	(126)	(1,413)	(266)	1,032	5
Humboldt	(800)	(740)	(610)	550	(15,300)	3,000	12,300
Imperial	(60)	2,178	0	(33,650)	0	31,412	0
Inyo	(19,240)	(1,934)	(7,392)	0	(33,400)	23,486	0
Kern	(22,604)	(1,319)	(17,035)	(28,901)	24,651	0	0
Kings	0	0	(1,376)	0	0	1,376	0
Lake	(194)	(164)	(5,225)	(6,836)	11,902	0	129
Lassen	(2,340)	(120)	(9,821)	5,920	(1,209)	0	2,890
Los Angeles	(55,600)	0	(55,600)	(28,300)	(36,520)	37,020	27,800
Madera	(1,500)	0	(3,044)	0	(1)	1,545	0
Marin	(571)	0	(826)	255	0	0	0
Mariposa	(1,090)	(821)	283	(325)	(1,157)	25	905
Mendocino	(2,656)	(565)	(5,448)	1,226	(2,503)	3,155	1,479
Merced	(3,083)	(3,083)	0	0	0	0	0
Modoc	(1,712)	0	(1,914)	1,434	(2,339)	797	310
Mono	(9,391)	(2,621)	(6,638)	(422)	(8,554)	7,654	1,190
Monterey	(16,287)	(4,500)	(9,874)	(23,424)	1,526	19,985	0
Napa	(3,373)	0	(1,596)	(1,427)	(1,904)	400	1,154
Nevada	0	0	0	(3,000)	0	3,000	0
Orange	(39,083)	0	(40,415)	0	(85,598)	9,000	77,930
Placer TPA	(3,000)	(3,000)	(55)	(55)	(55)	165	0
Plumas	(4,162)	0	(340)	(356)	(4,212)	390	356
Riverside	(35,174)	(550)	(31,015)	(20,955)	0	17,346	0
Sacramento	(31,731)	0	(17,900)	(2,007)	(25,144)	2,312	11,008
San Benito	0	0	(9,639)	0	0	9,639	0
San Bernardino	(63,771)	(2,637)	(22,611)	(39,745)	(38,523)	0	39,745
San Diego	(41,000)	0	(36,000)	(49,000)	0	0	44,000
San Francisco	(3,458)	0	(3,458)	0	0	0	0
San Joaquin	(12,914)	(3,194)	2,194	(3,061)	(21,153)	12,300	0
San Luis Obispo	(1,100)	0	(7,881)	157	0	0	6,624
San Mateo	(29,208)	0	(16,709)	(10,314)	(7,813)	2,411	3,217
Santa Barbara	(1,962)	0	(11,372)	138	(2,037)	11,309	0
Santa Clara	(7,982)	0	(8,390)	637	(3,504)	3,275	0
Santa Cruz	(6,640)	(1,470)	(9,681)	(3,733)	2,255	5,989	0
Shasta	(275)	0	(12,797)	0	0	12,522	0
Sierra	0	0	(850)	(50)	900	0	0
Siskiyou	(3,523)	(150)	(1,292)	(4,032)	(3,195)	3,002	2,144
Solano	(7,009)	0	(945)	0	(6,064)	0	0
Sonoma	(1,177)	0	(1,177)	0	0	0	0
Stanislaus	(4,100)	(18,914)	(4,336)	236	18,914	0	0
Sutter	0	0	0	(3,970)	0	3,970	0
Tahoe RPA	0	0	0	0	0	0	0
Tehama	(6,393)	(4,752)	(430)	1,836	(6,665)	2,318	1,300
Trinity	(1,581)	0	(40)	(880)	(811)	90	60
Tulare	(6,557)	0	(1,557)	(9,688)	1,688	0	3,000
Tuolumne	(1,955)	0	(192)	(9,463)	7,700	0	0
Ventura	(17,000)	0	(137)	(17,137)	(138)	412	0
Yolo	(3,134)	(500)	0	(3,547)	(3,677)	4,590	0
Yuba	(500)	0	(500)	(10,633)	0	10,633	0
Statewide Regional	(554,638)	(53,550)	(471,432)	(339,989)	(233,002)	286,880	256,455
Interregional	(199,410)	(71,852)	(229,124)	14,947	(125,138)	73,037	138,720
TOTAL	(754,048)	(125,402)	(700,556)	(325,042)	(358,140)	359,917	395,175
Cumulative Programmed		(125,402)	(825,958)	(1,151,000)	(1,509,140)	(1,149,223)	(754,048)
Cumulative Capacity		(176,000)	(734,000)	(1,151,000)	(1,509,000)	(1,149,000)	(754,000)
Cumulative Under (Over) Fund Est			91,958	0	140	223	48

Attachment: Attachment 2 - 2016 STIP Staff Recommendations (2785 : 2016 State Transportation Improvement Program CTC

ATTACHMENT 2

SUMMARY OF 2016 STIP STAFF RECOMMENDATIONS HIGHWAY AND ROAD PROJECTS

(\$1,000's)

County	Total	Totals by Year					
		Prior	2016-17	2017-18	2018-19	2019-20	2020-21
Alameda	(2,000)	0	(2,000)	0	(12,000)	0	12,000
Alpine	(1,400)	0	(276)	(1,745)	261	360	0
Amador	(911)	0	(23)	(3,975)	(23)	3,110	0
Butte	(1,500)	(1,900)	(499)	(10,301)	0	11,200	0
Calaveras	(1,500)	(1,390)	(1,327)	(1,476)	(17)	1,361	1,349
Colusa	0	0	(700)	700	0	0	0
Contra Costa	(33,510)	0	(38,610)	(24,757)	3,100	24,757	2,000
Del Norte	0	0	0	0	0	0	0
El Dorado CTC	(70)	0	(5,584)	5,500	(56)	70	0
Fresno	(10,486)	227	(49,400)	0	34,665	462	3,560
Glenn	(1,392)	(624)	(126)	(1,413)	(266)	1,032	5
Humboldt	(800)	(190)	(610)	0	(15,300)	3,000	12,300
Imperial	(60)	2,178	0	(33,650)	0	31,412	0
Inyo	(19,240)	(1,934)	(7,392)	0	(33,400)	23,486	0
Kern	(22,604)	(1,319)	(17,035)	(28,901)	24,651	0	0
Kings	0	0	(1,376)	0	0	1,376	0
Lake	(194)	(164)	(5,225)	(6,836)	11,902	0	129
Lassen	(2,340)	0	(9,941)	5,920	(1,209)	0	2,890
Los Angeles	(55,600)	0	(55,600)	0	0	0	0
Madera	(1,500)	0	(3,044)	0	(1)	1,545	0
Marin	0	0	0	0	0	0	0
Mariposa	(1,090)	(821)	283	(325)	(1,157)	25	905
Mendocino	(1,171)	(225)	(4,633)	226	196	3,155	110
Merced	(3,083)	(3,083)	0	0	0	0	0
Modoc	(1,712)	0	(972)	492	(2,339)	797	310
Mono	(9,391)	(2,621)	(6,638)	(422)	(8,554)	7,654	1,190
Monterey	(16,287)	(4,500)	(9,874)	(23,424)	1,526	19,985	0
Napa	(2,997)	0	(1,120)	(1,027)	(2,004)	0	1,154
Nevada	0	0	0	(3,000)	0	3,000	0
Orange	(39,083)	0	(40,415)	0	(85,598)	9,000	77,930
Placer TPA	0	0	(55)	(55)	(55)	165	0
Plumas	(4,162)	0	(340)	(356)	(4,212)	390	356
Riverside	(35,174)	(550)	(31,015)	(18,955)	0	15,346	0
Sacramento	(13,231)	0	(8,200)	2,993	(21,344)	2,312	11,008
San Benito	0	0	(9,639)	0	0	9,639	0
San Bernardino	(63,771)	(2,637)	(22,611)	(39,745)	(38,523)	0	39,745
San Diego	(41,000)	0	(36,000)	(49,000)	0	0	44,000
San Francisco	0	0	0	0	0	0	0
San Joaquin	(12,914)	(3,194)	2,194	(3,061)	(21,153)	12,300	0
San Luis Obispo	(1,100)	0	(7,881)	157	0	0	6,624
San Mateo	(27,610)	0	(15,111)	(10,314)	(7,813)	2,411	3,217
Santa Barbara	(1,962)	0	(11,372)	138	(2,037)	11,309	0
Santa Clara	0	0	(408)	637	(3,504)	3,275	0
Santa Cruz	(6,640)	(850)	(6,411)	(1,634)	2,255	0	0
Shasta	0	0	(12,122)	0	0	12,122	0
Sierra	0	0	(750)	250	500	0	0
Siskiyou	(3,523)	(150)	(1,292)	(4,032)	(3,195)	3,002	2,144
Solano	(6,064)	0	0	0	(6,064)	0	0
Sonoma	0	0	0	0	0	0	0
Stanislaus	(4,100)	(18,914)	(4,336)	236	18,914	0	0
Sutter	0	0	0	(3,970)	0	3,970	0
Tahoe RPA	0	0	0	0	0	0	0
Tehama	(5,193)	(4,752)	(265)	2,956	(5,715)	2,318	265
Trinity	(1,250)	0	(40)	(880)	(480)	90	60
Tulare	(6,557)	0	(1,557)	(9,688)	1,688	0	3,000
Tuolumne	(1,955)	0	(192)	(9,463)	7,700	0	0
Ventura	(17,000)	0	(137)	(17,137)	(138)	412	0
Yolo	(2,634)	0	0	(3,547)	(3,677)	4,590	0
Yuba	0	0	0	(10,633)	0	10,633	0
Statewide Regional	(485,761)	(47,413)	(429,677)	(303,517)	(172,476)	241,071	226,251
Interregional	(167,410)	(8,352)	(207,804)	16,947	(112,138)	73,037	70,900
TOTAL	(653,171)	(55,765)	(637,481)	(286,570)	(284,614)	314,108	297,151

Attachment: Attachment 2 - 2016 STIP Staff Recommendations (2785 : 2016 State Transportation Improvement Program CTC

ATTACHMENT 2

SUMMARY OF 2016 STIP STAFF RECOMMENDATIONS RAIL AND TRANSIT PROJECTS

(\$1,000's)

County	Total	Totals by Year					
		Prior	2016-17	2017-18	2018-19	2019-20	2020-21
Alameda	(3,726)	0	0	0	(3,726)	0	0
Alpine	0	0	0	0	0	0	0
Amador	0	0	0	0	0	0	0
Butte	0	0	0	0	0	0	0
Calaveras	0	0	0	0	0	0	0
Colusa	0	0	0	0	0	0	0
Contra Costa	(18,100)	0	(5,100)	0	(13,000)	0	0
Del Norte	0	0	0	0	0	0	0
El Dorado CTC	0	0	0	0	0	0	0
Fresno	0	0	0	0	0	0	0
Glenn	0	0	0	0	0	0	0
Humboldt	0	0	0	0	0	0	0
Imperial	0	0	0	0	0	0	0
Inyo	0	0	0	0	0	0	0
Kern	0	0	0	0	0	0	0
Kings	0	0	0	0	0	0	0
Lake	0	0	0	0	0	0	0
Lassen	0	0	0	0	0	0	0
Los Angeles	0	0	0	(28,300)	(36,520)	37,020	27,800
Madera	0	0	0	0	0	0	0
Marin	0	0	0	0	0	0	0
Mariposa	0	0	0	0	0	0	0
Mendocino	0	0	0	0	0	0	0
Merced	0	0	0	0	0	0	0
Modoc	0	0	0	0	0	0	0
Mono	0	0	0	0	0	0	0
Monterey	0	0	0	0	0	0	0
Napa	0	0	0	0	0	0	0
Nevada	0	0	0	0	0	0	0
Orange	0	0	0	0	0	0	0
Placer TPA	(3,000)	(3,000)	0	0	0	0	0
Plumas	0	0	0	0	0	0	0
Riverside	0	0	0	0	0	0	0
Sacramento	(18,500)	0	(9,700)	(5,000)	(3,800)	0	0
San Benito	0	0	0	0	0	0	0
San Bernardino	0	0	0	0	0	0	0
San Diego	0	0	0	0	0	0	0
San Francisco	0	0	0	0	0	0	0
San Joaquin	0	0	0	0	0	0	0
San Luis Obispo	0	0	0	0	0	0	0
San Mateo	0	0	0	0	0	0	0
Santa Barbara	0	0	0	0	0	0	0
Santa Clara	0	0	0	0	0	0	0
Santa Cruz	0	0	0	0	0	0	0
Shasta	0	0	0	0	0	0	0
Sierra	0	0	0	0	0	0	0
Siskiyou	0	0	0	0	0	0	0
Solano	0	0	0	0	0	0	0
Sonoma	0	0	0	0	0	0	0
Stanislaus	0	0	0	0	0	0	0
Sutter	0	0	0	0	0	0	0
Tahoe RPA	0	0	0	0	0	0	0
Tehama	0	0	0	0	0	0	0
Trinity	0	0	0	0	0	0	0
Tulare	0	0	0	0	0	0	0
Tuolumne	0	0	0	0	0	0	0
Ventura	0	0	0	0	0	0	0
Yolo	0	0	0	0	0	0	0
Yuba	0	0	0	0	0	0	0
Statewide Regional	(43,326)	(3,000)	(14,800)	(33,300)	(57,046)	37,020	27,800
Interregional	(32,000)	(63,500)	(21,320)	(2,000)	(13,000)	0	67,820
TOTAL	(75,326)	(66,500)	(36,120)	(35,300)	(70,046)	37,020	95,620

Attachment: Attachment 2 - 2016 STIP Staff Recommendations (2785 : 2016 State Transportation Improvement Program CTC

ATTACHMENT 2
SUMMARY OF 2016 STIP STAFF RECOMMENDATIONS
BICYCLE AND PEDESTRIAN PROJECTS

(\$1,000's)

County	Program Total	New Programming Proposed					
		Prior	2016-17	2017-18	2018-19	2019-20	2020-21
Alameda	(3,063)	0	(3,063)	0	0	0	0
Alpine	0	0	0	0	0	0	0
Amador	0	0	0	0	0	0	0
Butte	0	0	0	0	0	0	0
Calaveras	0	0	0	0	0	0	0
Colusa	0	0	0	0	0	0	0
Contra Costa	(2,090)	(1,007)	(1,083)	0	0	0	0
Del Norte	0	0	0	0	0	0	0
El Dorado CTC	0	0	0	0	0	0	0
Fresno	0	0	0	0	0	0	0
Glenn	0	0	0	0	0	0	0
Humboldt	0	(550)	0	550	0	0	0
Imperial	0	0	0	0	0	0	0
Inyo	0	0	0	0	0	0	0
Kern	0	0	0	0	0	0	0
Kings	0	0	0	0	0	0	0
Lake	0	0	0	0	0	0	0
Lassen	0	(120)	120	0	0	0	0
Los Angeles	0	0	0	0	0	0	0
Madera	0	0	0	0	0	0	0
Marin	(571)	0	(826)	255	0	0	0
Mariposa	0	0	0	0	0	0	0
Mendocino	(1,485)	(340)	(815)	1,000	(2,699)	0	1,369
Merced	0	0	0	0	0	0	0
Modoc	0	0	(942)	942	0	0	0
Mono	0	0	0	0	0	0	0
Monterey	0	0	0	0	0	0	0
Napa	(376)	0	(476)	(400)	100	400	0
Nevada	0	0	0	0	0	0	0
Orange	0	0	0	0	0	0	0
Placer TPA	0	0	0	0	0	0	0
Plumas	0	0	0	0	0	0	0
Riverside	0	0	0	(2,000)	0	2,000	0
Sacramento	0	0	0	0	0	0	0
San Benito	0	0	0	0	0	0	0
San Bernardino	0	0	0	0	0	0	0
San Diego	0	0	0	0	0	0	0
San Francisco	(3,458)	0	(3,458)	0	0	0	0
San Joaquin	0	0	0	0	0	0	0
San Luis Obispo	0	0	0	0	0	0	0
San Mateo	(1,598)	0	(1,598)	0	0	0	0
Santa Barbara	0	0	0	0	0	0	0
Santa Clara	(7,982)	0	(7,982)	0	0	0	0
Santa Cruz	0	(620)	(3,270)	(2,099)	0	5,989	0
Shasta	(275)	0	(675)	0	0	400	0
Sierra	0	0	(100)	(300)	400	0	0
Siskiyou	0	0	0	0	0	0	0
Solano	(945)	0	(945)	0	0	0	0
Sonoma	(1,177)	0	(1,177)	0	0	0	0
Stanislaus	0	0	0	0	0	0	0
Sutter	0	0	0	0	0	0	0
Tahoe RPA	0	0	0	0	0	0	0
Tehama	(1,200)	0	(165)	(1,120)	(950)	0	1,035
Trinity	(331)	0	0	0	(331)	0	0
Tulare	0	0	0	0	0	0	0
Tuolumne	0	0	0	0	0	0	0
Ventura	0	0	0	0	0	0	0
Yolo	(500)	(500)	0	0	0	0	0
Yuba	(500)	0	(500)	0	0	0	0
Statewide Regional	(25,551)	(3,137)	(26,955)	(3,172)	(3,480)	8,789	2,404
Interregional	0	0	0	0	0	0	0
TOTAL	(25,551)	(3,137)	(26,955)	(3,172)	(3,480)	8,789	2,404

Attachment: Attachment 2 - 2016 STIP Staff Recommendations (2785 : 2016 State Transportation Improvement Program CTC

ATTACHMENT 2

2016 STIP STAFF RECOMMENDATION - COUNTY SHARE

Does Not Include ITIP Interregional Share Funding (See Separate Listing)
(\$1,000's)

San Bernardino

Agency	Rte	PPNO	Project	Ext	Del.	Voted	Total	Project Totals by Fiscal Year					Project Totals by Component																	
								Prior	16-17	17-18	18-19	19-20	20-21	R/W	Const	E & P	PS&E	R/W Sup	Con Sup											
Highway Projects:																														
Caltrans	15	174L	NB lane, Victorville-Barstow, ph2(RIP)(ext 6-14)(R/W Jun'15)	Dec-14		Dec-14	27,262	27,262	0	0	0	0	0	0	3,607	23,655	0	0	0	0	0	0	0	0						
SANBAG	loc	260J	Rt 395 (Hesperia,Victorville,Adelanto) Interim Widening			Mar-15	5,550	5,550	0	0	0	0	0	0	5,550	0	0	0	0	0	0	0	0	0						
Caltrans	10	134K	HOV lanes, Haven Ave-Ford St				11,930	0	0	11,930	0	0	0	0	11,930	0	0	0	0	0	0	0	0	0						
SANBAG	loc	134K	Rt 10 HOV lanes, Haven Ave-Ford St				27,815	0	0	27,815	0	0	0	0	0	0	0	27,815	0	0	0	0	0	0						
Caltrans	215	243K	Barton interchange reconstruction				22,611	0	22,611	0	0	0	0	0	0	14,913	0	0	0	0	0	7,698	0	0						
Caltrans	395	260B	Rt 15-Farmington, widen (RIP)				4,000	4,000	0	0	0	0	0	0	0	0	4,000	0	0	0	0	0	0	0						
SANBAG	loc	195N	Rt 210, Highland Ave-San Bernardino Ave, widen				25,000	0	0	25,000	0	0	0	0	0	25,000	0	0	0	0	0	0	0	0						
SANBAG	loc	242L	Rt 215 Mt Vernon/Washington Street I/C Improvement				38,523	0	0	38,523	0	0	0	0	0	38,523	0	0	0	0	0	0	0	0						
SANBAG		9811	Planning, programming, and monitoring	SB 184			1,200	1,200	0	0	0	0	0	0	0	1,200	0	0	0	0	0	0	0	0						
SANBAG		9811	Planning, programming, and monitoring				3,810	0	1,270	1,270	1,270	0	0	0	0	3,810	0	0	0	0	0	0	0	0						
Subtotal, Highway Projects							167,701	38,012	23,881	66,015	39,793	0	0	21,087	107,101	4,000	27,815	0	7698											
Total Programmed or Voted since July 1, 2014							167,701																							
PROPOSED 2016 PROGRAMMING CHANGES																														
Highway Project Proposals:																														
Caltrans	10	134K	HOV lanes, Haven Ave-Ford St				-11,930	0	0	-11,930	0	0	0	0	-11,930	0	0	0	0	0	0	0	0	0						
SANBAG	loc	134K	Rt 10 HOV lanes, Haven Ave-Ford St				-27,815	0	0	-27,815	0	0	0	0	0	0	0	-27,815	0	0	0	0	0	0						
SANBAG	loc	134K	I-10 Express Lanes, Phase 1				39,745	0	0	0	0	0	39,745	0	39,745	0	0	0	0	0	0	0	0	0						
Caltrans	215	243K	Barton interchange reconstruction			DELETE	-22,611	0	-22,611	0	0	0	0	0	0	-14,913	0	0	0	0	0	-7,698	0	0						
SANBAG	loc	242L	Rt 215 Mt Vernon/Washington Street I/C Improvement			DELETE	-38,523	0	0	0	-38,523	0	0	0	0	-38,523	0	0	0	0	0	0	0	0						
SANBAG	loc	195N	Rt 210, Highland Ave-San Bernardino Ave, widen				-25,000	0	0	-25,000	0	0	0	0	0	-25,000	0	0	0	0	0	0	0	0						
SANBAG	loc	195N	Rt 210 Lane addition, Highland Ave to I-10				25,000	0	0	25,000	0	0	0	0	0	25,000	0	0	0	0	0	0	0	0						
Caltrans	395	260B	Rt 15-Farmington, widen (RIP)				-4,000	-4,000	0	0	0	0	0	0	0	0	-4,000	0	0	0	0	0	0	0						
Caltrans	395	260B	Rt 15-Farmington, widen (RIP)			close	1,363	1,363	0	0	0	0	0	0	0	0	1,363	0	0	0	0	0	0	0						
SANBAG		9811	Planning, programming, and monitoring				-3,810	0	-1,270	-1,270	-1,270	0	0	0	-3,810	0	0	0	0	0	0	0	0	0						
SANBAG		9811	Planning, programming, and monitoring				3,810	0	1,270	1,270	1,270	0	0	0	3,810	0	0	0	0	0	0	0	0	0						
Subtotal, Highway Proposals							-63,771	-2,637	-22,611	-39,745	-38,523	0	39,745	-11,930	-13,691	-2,637	-27,815	0	-7,698											
Total Proposed 2016 STIP Programming							-63,771																							
Nominated Projects Not Included in Staff Recommendations																														
SANBAG	loc	134K	I-10 Express Lanes, Phase 1				25,453	0	0	0	0	0	25,453	0	25,453	0	0	0	0	0	0	0	0	0						
SANBAG		9811	Planning, programming, and monitoring				1,119	0	0	0	0	1,119	0	0	1,119	0	0	0	0	0	0	0	0	0						

Notes:
Revised RTIP adopted March 3, 2016
PPNO 134K - Increases can be programmed in a future STIP
PPNO 195N - Name and scope change
New projects can be programmed in a future STIP

ATTACHMENT 2

2016 STIP STAFF RECOMMENDATION - COUNTY SHARE

Does Not Include ITIP Interregional Share Funding (See Separate Listing)
(\$1,000's)

Interregional Program										Project Totals by Fiscal Year					Project Totals by Component					
County	Agency	Rte	PPNO	Project	Ext	Del.	Voted	Total	Prior	16-17	17-18	18-19	19-20	20-21	R/W	Const	E & P	PS&E	R/W Sup	Con Sup
Highway Projects:																				
Marin	Caltrans	101	360G	San Antonio Road curve correction (IIP)(10S-40)			Oct-14	85,805	85,805	0	0	0	0	0	19,889	55,005	0	13	398	10,500
Mendocino	Caltrans	101	125F	Willits Bypass (grf,incr)(IIP, 85% con, R/W)(supplmntal)			Dec-14	54,995	54,995	0	0	0	0	0	0	54,995	0	0	0	0
San Bernardino	Caltrans	15	174L	NB lane, Victorville-Barstow, ph2 (IIP) (ext 6-14)	Dec-14		Dec-14	86,666	86,666	0	0	0	0	0	10,219	45,952	5,420	10,727	4,448	9,900
Los Angeles	Caltrans	5	2808	Widen, HOV, Orange Co-Rt 605 Seg 2 (IIP)(TCR#42)(12S-48)			Jun-15	15,130	15,130	0	0	0	0	0	0	0	0	15,130	0	0
Tulare	Caltrans	99	6400C	Tulare-Goshen, Middle Segment-Caldwell (IIP), 6-lane			Jun-15	13,637	13,637	0	0	0	0	0	600	10,950	0	487	50	1,550
San Luis/SB	Caltrans	101	A4459	Santa Maria River Bridge widening (IIP) (CMIA) (CCA 6-15)			Jun-15	79	79	0	0	0	0	0	0	0	0	0	79	0
Merced	Caltrans	99	546Y	Fwy conversion, Arena Way-Dwight Way, landscape (CCA 6-15)			Jun-15	-1	-1	0	0	0	0	0	0	0	0	0	-1	0
Butte	Caltrans	70	9801	Passing Lanes, Palermo-Ophir, Seg 1 (IIP) (14S-18)				13,100	1,900	0	11,200	0	0	0	900	10,000	0	1,000	0	1,200
Butte	BCAG	70	9801A	Passing Lanes, Segment 2 (IIP)(pre-con)				1,500	0	0	1,500	0	0	0	1,000	0	0	500	0	0
Fresno	Caltrans	41	6705	Excelsior Expressway, widen to 4 lanes				2,142	0	0	2,142	0	0	0	772	0	0	1,000	370	0
Humboldt	Caltrans	101	72	Eureka-Arcata corridor improvement (IIP)				15,700	0	0	0	15,700	0	0	0	15,700	0	0	0	0
Imperial	Caltrans	98	549A	Callexico w of Rt 111, widen to 4 lanes, Ph 1 (BIP)				4,423	4,423	0	0	0	0	0	0	2,749	0	0	0	1,674
Inyo	Caltrans	395	170	Olancho-Cartago 4-lane expressway (IIP 40%)				46,820	11,420	0	0	35,400	0	0	5,407	32,160	2,749	2,051	1,213	3,240
Inyo	Caltrans	395	170A	Olancho-Cartago Archaeological Pre-Mitigation(IIP 40%)				2,000	0	2,000	0	0	0	0	0	2,000	0	0	0	0
Kern	Caltrans	14	8042A	Freeman Gulch widening - Segment 1 (IIP 40%)				17,955	5,520	12,435	0	0	0	0	3,800	11,195	0	1,000	720	1,240
Kern	Caltrans	14	8042B	Freeman Gulch widening - Segment 2 (IIP 40%)				4,344	1,300	3,044	0	0	0	0	2,204	0	0	1,300	840	0
Kern	Caltrans	46	3386C	Widen to 4 lanes, Seg. 4A, Lost Hill Rd to E of I-5 (IIP)				400	400	0	0	0	0	0	0	0	0	400	0	0
Lake	Caltrans	29	3100	Widen to 4 lanes, Segment 2C (IIP) (SHOPP)				13,060	900	0	12,160	0	0	0	0	11,160	0	750	150	1,000
Los Angeles	Caltrans	710	3612	Expansion, Ports to Rt 10				5,000	5,000	0	0	0	0	0	0	0	5,000	0	0	0
Madera	Caltrans	99	6297	South of Madera, Ave 7-Ave 12, widen to 6 lanes (IIP)				1,500	0	1,500	0	0	0	0	0	0	1,500	0	0	0
Madera	Caltrans	99	5335	Madera, Ave 12-Ave 17, widen to 6 lanes (IIP)				4,300	0	0	4,300	0	0	0	600	0	0	3,200	500	0
Mendocino	Caltrans	101	125W	Willits Bypass Relinquishment (grf) (14S-15)				3,096	170	2,926	0	0	0	0	170	2,926	0	0	0	0
Mendocino	Caltrans	101	125Y	Ryan Creek/Coho Salmon Mitigation (96 grf) (IIP)(12S-043)				1,955	1,955	0	0	0	0	0	85	1,870	0	0	0	0
Mendocino	Caltrans	101	125Z	Sherwood Rd-Geometric upgrade (grf) (14S-15)				3,145	170	2,975	0	0	0	0	170	2,975	0	0	0	0
Merced	Caltrans	99	0161A	Livingston 6-lane widening, northbound				2,870	800	0	2,070	0	0	0	10	0	800	2,050	10	0
Merced	Caltrans	99	0161B	Livingston 6-lane widening, southbound				38,950	4,700	300	0	33,950	0	0	200	29,450	1,700	3,000	100	4,500
Merced	Caltrans	152	5707A	Los Banos Bypass Segment 1 (IIP)(08S-09)				4,560	4,560	0	0	0	0	0	1,750	0	0	2,540	270	0
Monterey	Caltrans	101	58Y	Prunedale landscape mitigation (IIP)(split fr 58G)(12S-016)(ext 5-15)	Feb-17			3,523	3,523	0	0	0	0	0	0	2,722	0	257	5	539
Monterey	Caltrans	156	57C	4-lane expressway, Castroville-Prunedale, env				7,700	7,700	0	0	0	0	0	0	0	7,700	0	0	0
San Benito	Caltrans	156	297	4-lane expressway, San Juan Bautista (IIP)				61,986	32,744	29,242	0	0	0	0	21,808	25,822	3,936	5,450	1,550	3,420
San Bernardino	Caltrans	58	215C	4-lane expressway, Kramer Junction Phase 1				194,838	39,743	155,095	0	0	0	0	18,387	139,427	8,600	8,000	4,756	15,668
San Bernardino	Caltrans	395	260B	Fwy, expwy, Rt 15-Rt 58 (IIP)				4,000	4,000	0	0	0	0	0	0	0	4,000	0	0	0
San Luis Obispo	Caltrans	46	226H	Corridor Improvements (Whitley 2B)(IIP)				60,000	60,000	0	0	0	0	0	11,000	42,000	0	0	0	7,000
San Luis Obispo	Caltrans	46	0226J	Cholame, convert to 4-lane expressway				88,000	32,800	0	0	55,200	0	0	22,000	46,000	0	8,400	2,400	9,200
San Luis Obispo	Caltrans	46	0226K	Wye, convert to 4-lane expressway				19,100	0	0	0	19,100	0	0	7,000	0	0	9,700	2,400	0
Santa Barbara	Caltrans	101	7101	South Coast HOV lanes, Bailard Av-Sycamore Crk (IIP)				7,000	2,000	0	0	5,000	0	0	0	0	2,000	5,000	0	0
Tulare	Caltrans	99	6400E	Tagus 6-lane southbound widening (IIP)				48,488	3,488	0	45,000	0	0	0	1,850	39,000	0	1,200	438	6,000
Tulare	Caltrans	99	6400F	Tagus 6-lane northbound widening (IIP)				4,337	0	0	4,337	0	0	0	2,900	0	0	825	612	0
Subtotal, Interregional Highway Projects								942,103	485,527	209,517	82,709	164,350	0	0	132,721	584,058	43,405	83,980	21,308	76,631
Intercity Rail (Public Transportation) Projects																				
Ventura	SCRRA	rail	2088	Ventura County sealed corridor (1B ICR)			Aug-14	7,200	7,200	0	0	0	0	0	0	7,200	0	0	0	0
Various	CCJPA	rail	2065J	Capitalized maintenance (Capitol Corridor)			Oct-14	1,000	1,000	0	0	0	0	0	0	1,000	0	0	0	0
Various	CCJPA	rail	2127L	Bicycle Lockers at Capitol Corridor Stations (ext 6-14)	Feb-15		Oct-14	556	556	0	0	0	0	0	0	556	0	0	0	0
Santa Barbara	Caltrans	rail	2087	Siding upgrade and extension, SB Co. (12S-020)			Dec-14	2,000	2,000	0	0	0	0	0	0	0	2,000	0	0	0
Ventura	Caltrans	rail	2089	Seacliff Siding Upgrade and Extension			Dec-14	2,000	2,000	0	0	0	0	0	0	0	2,000	0	0	0
Ala/Santa Clara	CCJPA	rail	2090A	Oakland to San Jose double track (segment 2A)				7,000	0	0	7,000	0	0	0	0	7,000	0	0	0	0
Los Angeles	LACMTA	gsep	2106	Burbank Airport/Rail Station Pedestrian Grade Sep.				7,000	0	0	7,000	0	0	0	0	7,000	0	0	0	0
Los Angeles	Caltrans	rail	2098	Double Track near Northridge Station				63,500	63,500	0	0	0	0	0	0	63,500	0	0	0	0
Orange	OCTA	rail	2107	Passing Siding, Laguna Niguel-San Juan Capistrano				3,000	0	0	3,000	0	0	0	0	3,000	0	0	0	0
San Diego	SANDAG	rail	2108	Del Mar Bluffs Stabilization 4				2,000	0	0	2,000	0	0	0	0	2,000	0	0	0	0
San Joaquin	Caltrans	rail	2030B	Stockton to Escalon Double Track, Segment 4				23,000	0	0	23,000	0	0	0	0	23,000	0	0	0	0
Santa Barbara	Caltrans	rail	2087	Siding upgrade and extension, SB Co. (12S-020)				12,450	0	12,450	0	0	0	0	0	12,450	0	0	0	0
Ventura	Caltrans	rail	2089	Seacliff Siding Upgrade and Extension				7,870	0	7,870	0	0	0	0	0	7,870	0	0	0	0

Packet Pg. 346

25.b

ATTACHMENT 2

2016 STIP STAFF RECOMMENDATION - COUNTY SHARE

Does Not Include ITIP Interregional Share Funding (See Separate Listing)
(\$1,000's)

Interregional Program										Project Totals by Fiscal Year					Project Totals by Component						
County	Agency	Rte	PPNO	Project	Ext	Del.	Voted	Total	Prior	16-17	17-18	18-19	19-20	20-21	R/W	Const	E & P	PS&E	R/W Sup	Con Sup	
Various	Caltrans	rail	2065J	Capitalized maintenance (Capitol Corridor)				4,000	1,000	1,000	1,000	1,000	0	0	0	4,000	0	0	0	0	
Various	Caltrans	rail	2065K	Capitalized maintenance (San Joaquin Corridor)				2,000	0	0	2,000	0	0	0	0	2,000	0	0	0	0	
Various	Caltrans	rail	2065L	Capitalized maintenance (Surfliner)				2,000	0	0	2,000	0	0	0	0	2,000	0	0	0	0	
Subtotal, PTA Projects, Intercity Rail								146,576	77,256	21,320	30,000	18,000	0	0	0	142,576	4,000	0	0	0	
Bicycle and Pedestrian Projects:																					
San Bernardino	Caltrans	15	175N	Rt 15 Gateway enhancements, Victorville (ext 6-14)	Dec-14		Dec-14	2,446	2,446	0	0	0	0	0	0	1,446	0	600	0	400	
Various	Caltrans		2272	District 5 Vista Point Interpretive Displays (ext 6-14)	Oct-14		Dec-14	2,107	2,107	0	0	0	0	0	10	693	390	540	10	464	
Various	Caltrans		4625	District 3 Wildlife Movement Study (ext 6-14)	Nov-14		Dec-14	640	640	0	0	0	0	0	0	490	20	0	0	130	
Los Angeles	Caltrans	14	4326	Rt 14 Corridor Master Plan				300	300	0	0	0	0	0	0	0	300	0	0	0	
Los Angeles	Caltrans	5	4327	Rt 5 Corridor Master Plan				325	325	0	0	0	0	0	0	0	325	0	0	0	
Los Angeles	Caltrans	710	4336	Rt 710 Corridor Master Plan (South)				480	480	0	0	0	0	0	0	0	480	0	0	0	
Riverside	Caltrans	10	0013H	Rt 10 Corridor Master Plan				279	279	0	0	0	0	0	0	0	279	0	0	0	
Riverside	Caltrans	215	0247R	Rt 215 Corridor Master Plan				279	279	0	0	0	0	0	0	0	279	0	0	0	
San Bernardino	Caltrans		76F	Aesthetic corridor master plan, urban, District 8				440	440	0	0	0	0	0	0	0	440	0	0	0	
SB/SLO	Caltrans	166	2342	Rt 166 Cuyama Archaeological Collections				1,383	1,383	0	0	0	0	0	0	0	1,383	0	0	0	
Sierra	Caltrans	89	8005	Rt 89 Wildlife Undercrossing and Fence				330	330	0	0	0	0	0	0	0	150	175	5	0	
Various	Caltrans		2127J	Cultural Resource Database Legacy Data Entry				1,630	1,630	0	0	0	0	0	0	0	1,630	0	0	0	
Various	Caltrans	101	2127M	Rt 101 Geoarchaeological Study				358	358	0	0	0	0	0	0	0	358	0	0	0	
Various	Caltrans		2127N	Statewide Archaeological Re-burial Location Database				575	575	0	0	0	0	0	0	0	575	0	0	0	
Various	Caltrans		2273	District 5 Corridor Master Plan				430	430	0	0	0	0	0	0	0	430	0	0	0	
Subtotal Interregional Bike & Ped Projects								12,002	12,002	0	0	0	0	0	10	2,629	7,039	1,315	15	994	
Total Programmed or Voted since July 1, 2014								1,100,681													
PROPOSED 2016 PROGRAMMING CHANGES																					
Highway Project Proposals:																					
Butte	Caltrans	70	9801	Passing Lanes, Palermo-Ophir, Seg 1 (IIP) (14S-18)				-13,100	-1,900	0	-11,200	0	0	0	-900	-10,000	0	-1,000	0	-1,200	
Butte	Caltrans	70	9801	Passing Lanes, Palermo-Ophir, Seg 1 (IIP) (14S-18)				13,100	0	1,000	900	0	11,200	0	550	10,000	0	1,000	350	1,200	
Butte	BCAG	70	9801A	Passing Lanes, Segment 2 (IIP)(pre-con)			DELETE	-1,500	0	0	-1,500	0	0	0	-1,000	0	0	-500	0	0	
Fresno	Caltrans	41	6705	Excelsior Expressway, widen to 4 lanes			DELETE	-2,142	0	0	-2,142	0	0	0	-772	0	0	-1,000	-370	0	
Humboldt	Caltrans	101	72	Eureka-Arcata corridor improvement (IIP)				-15,700	0	0	0	-15,700	0	0	0	-15,700	0	0	0	0	
Humboldt	Caltrans	101	72	Eureka-Arcata corridor improvement (IIP)				15,700	0	0	0	0	15,700	0	0	15,700	0	0	0	0	
Inyo	Caltrans	395	170	Olancha-Cartago 4-lane expressway (IIP 40%)				-46,820	-11,420	0	0	-35,400	0	0	-5,407	-32,160	-2,749	-2,051	-1,213	-3,240	
Inyo	Caltrans	395	170	Olancha-Cartago 4-lane expressway (IIP 40%)				11,420	11,420	0	0	0	0	0	5,407	0	2,749	2,051	1,213	0	
Inyo	Caltrans	395	170A	Olancha-Cartago Archaeological Pre-Mitigation(IIP 40%)				-2,000	0	-2,000	0	0	0	0	0	-2,000	0	0	0	0	
Inyo	Caltrans	395	170A	Olancha-Cartago Archaeological Pre-Mitigation(IIP 40%)				2,000	0	0	0	2,000	0	0	0	2,000	0	0	0	0	
Kern	Caltrans	14	8042A	Freeman Gulch widening - Segment 1 (IIP 40%)				-17,955	-5,520	-12,435	0	0	0	0	-3,800	-11,195	0	-1,000	-720	-1,240	
Kern	Caltrans	14	8042A	Freeman Gulch widening - Segment 1 (IIP 40%)				5,520	5,520	0	0	0	0	0	3,800	0	0	1,000	720	0	
Kern	Caltrans	14	8042B	Freeman Gulch widening - Segment 2 (IIP 40%)				-4,344	-1,300	-3,044	0	0	0	0	-2,204	0	0	-1,300	-840	0	
Kern	Caltrans	14	8042B	Freeman Gulch widening - Segment 2 (IIP 40%)			close	479	479	0	0	0	0	0	0	0	0	479	0	0	
Madera	Caltrans	99	5335	Madera, Ave 12-Ave 17, widen to 6 lanes (IIP)			DELETE	-4,300	0	0	-4,300	0	0	0	-600	0	0	-3,200	-500	0	
Madera	Caltrans	99	6297	South of Madera, Ave 7-Ave 12, widen to 6 lanes (IIP)				-1,500	0	-1,500	0	0	0	0	0	0	-1,500	0	0	0	
Madera	Caltrans	99	6297	South of Madera, Ave 7-Ave 12, widen to 6 lanes (IIP)			close	413	0	413	0	0	0	0	0	0	413	0	0	0	
Mendocino	Caltrans	101	125W	Willits Bypass Relinquishment (grf) (14S-15)				-3,096	-170	-2,926	0	0	0	0	-170	-2,926	0	0	0	0	
Mendocino	Caltrans	101	125W	Willits Bypass Relinquishment (grf) (14S-15)				3,096	170	0	2,926	0	0	0	170	2,926	0	0	0	0	
Mendocino	Caltrans	101	125Z	Sherwood Rd-Geometric upgrade (grf) (14S-15)				-3,145	-170	-2,975	0	0	0	0	-170	-2,975	0	0	0	0	
Mendocino	Caltrans	101	125Z	Sherwood Rd-Geometric upgrade (grf) (14S-15)				3,145	170	0	2,975	0	0	0	170	2,975	0	0	0	0	
Merced	Caltrans	99	0161B	Livingston 6-lane widening, southbound				-38,950	-4,700	-300	0	-33,950	0	0	-200	-29,450	-1,700	-3,000	-100	-4,500	
Merced	Caltrans	99	0161B	Livingston 6-lane widening, southbound				5,000	4,700	300	0	0	0	0	200	0	1,700	3,000	100	0	
Merced	Caltrans	152	5707A	Los Banos Bypass Segment 1 (IIP)(08S-09)				-4,560	-4,560	0	0	0	0	0	-1,750	0	0	-2,540	-270	0	
Merced	Caltrans	152	5707A	Los Banos Bypass Segment 1 (IIP)(08S-09)			close	1,477	1,477	0	0	0	0	0	5	0	0	1,437	35	0	
San Benito	Caltrans	156	297	4-lane expressway, San Juan Bautista (IIP)				-61,986	-32,744	-29,242	0	0	0	0	-21,808	-25,822	-3,936	-5,450	-1,550	-3,420	

ATTACHMENT 2

2016 STIP STAFF RECOMMENDATION - COUNTY SHARE

Does Not Include ITIP Interregional Share Funding (See Separate Listing)
(\$1,000's)

Interregional Program										Project Totals by Fiscal Year					Project Totals by Component					
County	Agency	Rte	PPNO	Project	Ext	Del.	Voted	Total	Prior	16-17	17-18	18-19	19-20	20-21	R/W	Const	E & P	PS&E	R/W Sup	Con Sup
San Benito	Caltrans	156	297	4-lane expressway, San Juan Bautista (IIP)				61,986	32,744	0	0	0	29,242	0	21,808	25,822	3,936	5,450	1,550	3,420
San Bernardino	Caltrans	58	215C	4-lane expressway, Kramer Junction Phase 1				-194,838	-39,743	-155,095	0	0	0	0	-18,387	-139,427	-8,600	-8,000	-4,756	-15,668
San Bernardino	Caltrans	58	215C	4-lane expressway, Kramer Junction Phase 1 (CMGC)				194,838	39,743	0	77,800	46,700	30,595	0	18,387	139,427	8,600	8,000	4,756	15,668
San Bernardino	Caltrans	395	260B	Fwy, expwy, Rt 15-Rt 58 (IIP)				-4,000	-4,000	0	0	0	0	0	0	0	-4,000	0	0	0
San Bernardino	Caltrans	395	260B	Fwy, expwy, Rt 15-Rt 58 (IIP)			close	1,363	1,363	0	0	0	0	0	0	0	1,363	0	0	0
Santa Barbara	Caltrans	101	7101	South Coast HOV lanes, Bailard Av-Sycamore Crk (IIP)				-7,000	-2,000	0	0	-5,000	0	0	0	0	-2,000	-5,000	0	0
Santa Barbara	Caltrans	101	7101	South Coast HOV lanes, Bailard Av-Sycamore Crk (IIP)				4,000	2,000	0	0	0	2,000	0	0	2,000	2,000	0	0	0
San Luis Obispo	Caltrans	46	0226J	Cholame, convert to 4-lane expressway				-88,000	-32,800	0	0	-55,200	0	0	-22,000	-46,000	0	-8,400	-2,400	-9,200
San Luis Obispo	Caltrans	46	0226J	Cholame, convert to 4-lane expressway				88,000	32,800	0	0	0	0	55,200	22,000	46,000	0	8,400	2,400	9,200
San Luis Obispo	Caltrans	46	0226K	Wye, convert to 4-lane expressway			DELETE	-19,100	0	0	0	-19,100	0	0	-7,000	0	0	-9,700	-2,400	0
Tulare	Caltrans	99	6400E	Tagus 6-lane southbound widening (IIP)				-48,488	-3,488	0	-45,000	0	0	0	-1,850	-39,000	0	-1,200	-438	-6,000
Tulare	Caltrans	99	6400E	Tagus 6-lane southbound widening (IIP)				3,488	3,488	0	0	0	0	0	1,850	0	0	1,200	438	0
Tulare	Caltrans	99	6400F	Tagus 6-lane northbound widening (IIP)				-4,337	0	0	-4,337	0	0	0	-2,900	0	0	-825	-612	0
Tulare	Caltrans	99	6400F	Tagus 6-lane northbound widening (IIP)				4,337	0	0	825	3,512	0	0	2,900	0	0	825	612	0
Los Angeles	Caltrans	14	4326	Rt 14 Corridor Master Plan				-300	-300	0	0	0	0	0	0	0	-300	0	0	0
Los Angeles	Caltrans	14	4326	Rt 14 Corridor Master Plan			close	420	420	0	0	0	0	0	0	420	0	0	0	0
Los Angeles	Caltrans	5	4327	Rt 5 Corridor Master Plan				-325	-325	0	0	0	0	0	0	0	-325	0	0	0
Los Angeles	Caltrans	5	4327	Rt 5 Corridor Master Plan			close	429	429	0	0	0	0	0	0	0	429	0	0	0
Los Angeles	Caltrans	710	4336	Rt 710 Corridor Master Plan (South)				-480	-480	0	0	0	0	0	0	0	-480	0	0	0
Los Angeles	Caltrans	710	4336	Rt 710 Corridor Master Plan (South)			close	219	219	0	0	0	0	0	0	219	0	0	0	0
Riverside	Caltrans	10	0013H	Rt 10 Corridor Master Plan				-279	-279	0	0	0	0	0	0	0	-279	0	0	0
Riverside	Caltrans	10	0013H	Rt 10 Corridor Master Plan			close	201	201	0	0	0	0	0	0	0	201	0	0	0
Riverside	Caltrans	215	0247R	Rt 215 Corridor Master Plan				-279	-279	0	0	0	0	0	0	0	-279	0	0	0
Riverside	Caltrans	215	0247R	Rt 215 Corridor Master Plan			close	139	139	0	0	0	0	0	0	139	0	0	0	0
San Bernardino	Caltrans		76F	Aesthetic corridor master plan, urban, District 8				-440	-440	0	0	0	0	0	0	0	-440	0	0	0
San Bernardino	Caltrans		76F	Aesthetic corridor master plan, urban, District 8			close	445	445	0	0	0	0	0	0	0	445	0	0	0
SB/SLO	Caltrans	166	2342	Rt 166 Cuyama Archaeological Collections				-1,383	-1,383	0	0	0	0	0	0	0	-1,383	0	0	0
SB/SLO	Caltrans	166	2342	Rt 166 Cuyama Archaeological Collections			close	1,411	1,411	0	0	0	0	0	0	0	1,411	0	0	0
Sierra	Caltrans	89	8005	Rt 89 Wildlife Undercrossing and Fence				-330	-330	0	0	0	0	0	0	0	-150	-175	-5	0
Sierra	Caltrans	89	8005	Rt 89 Wildlife Undercrossing and Fence			close	732	732	0	0	0	0	0	0	0	222	504	6	0
Various	Caltrans		2127J	Cultural Resource Database Legacy Data Entry				-1,630	-1,630	0	0	0	0	0	0	0	-1,630	0	0	0
Various	Caltrans		2127J	Cultural Resource Database Legacy Data Entry			close	1,630	1,630	0	0	0	0	0	0	0	1,630	0	0	0
Various	Caltrans	101	2127M	Rt 101 Geoarchaeological Study				-358	-358	0	0	0	0	0	0	0	-358	0	0	0
Various	Caltrans	101	2127M	Rt 101 Geoarchaeological Study			close	891	891	0	0	0	0	0	0	0	891	0	0	0
Various	Caltrans		2127N	Statewide Archaeological Re-burial Location Database				-575	-575	0	0	0	0	0	0	0	-575	0	0	0
Various	Caltrans		2127N	Statewide Archaeological Re-burial Location Database			close	55	55	0	0	0	0	0	0	0	55	0	0	0
Various	Caltrans		2273	District 5 Corridor Master Plan				-430	-430	0	0	0	0	0	0	0	-430	0	0	0
Various	Caltrans		2273	District 5 Corridor Master Plan			close	326	326	0	0	0	0	0	0	0	326	0	0	0
				Subtotal Highway Proposals				-167,410	-8,352	-207,804	16,947	-112,138	73,037	70,900	-13,671	-109,805	-3,965	-20,995	-3,994	-14,980
				Intercity Rail Project Proposals:																
Ala/Santa Clara	CCJPA	rail	2090A	Oakland to San Jose double track (segment 2A)			DELETE	-7,000	0	0	0	-7,000	0	0	0	-7,000	0	0	0	0
Various	Caltrans	rail	2065J	Capitalized maintenance (Capitol Corridor)			combine	-4,000	-1,000	-1,000	-1,000	-1,000	0	0	0	-4,000	0	0	0	0
Various	Caltrans	rail	2065J	Capitalized maintenance (Capitol Corridor)				1,000	1,000	0	0	0	0	0	0	1,000	0	0	0	0
Various	Caltrans	rail	2065K	Capitalized maintenance (San Joaquin Corridor)			combine	-2,000	0	0	-2,000	0	0	0	0	-2,000	0	0	0	0
Various	Caltrans	rail	2065L	Capitalized maintenance (Surfliner)			combine	-2,000	0	0	-2,000	0	0	0	0	-2,000	0	0	0	0
Various	Caltrans	rail	2065	Capitalized maintenance in support of service expansion				5,000	0	0	3,000	2,000	0	0	0	5,000	0	0	0	0
Santa Barbara	Caltrans	rail	2087	Siding upgrade and extension, SB Co. (12S-020)			DELETE	-12,450	0	-12,450	0	0	0	0	0	-12,450	0	0	0	0
Ventura	Caltrans	rail	2089	Seacliff Siding Upgrade and Extension				-7,870	0	-7,870	0	0	0	0	0	-7,870	0	0	0	0
Ventura	Caltrans	rail	2089	Seacliff Siding Upgrade and Extension			combine	20,320	0	0	0	0	0	20,320	0	20,320	0	0	0	0
Los Angeles	Caltrans	rail	2098	Double Track near Northridge Station				-63,500	-63,500	0	0	0	0	0	0	-63,500	0	0	0	0
Los Angeles	Caltrans	rail	2098	Raymer to Bernson Double Track				40,500	0	0	0	0	0	40,500	0	40,500	0	0	0	0

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25.b

ATTACHMENT 2

2016 STIP STAFF RECOMMENDATION - COUNTY SHARE

Does Not Include ITIP Interregional Share Funding (See Separate Listing)
(\$1,000's)

Interregional Program										Project Totals by Fiscal Year					Project Totals by Component					
County	Agency	Rte	PPNO	Project	Ext	Del.	Voted	Total	Prior	16-17	17-18	18-19	19-20	20-21	R/W	Const	E & P	PS&E	R/W Sup	Con Sup
Los Angeles	LACMTA	gsep	2106	Burbank Airport/Rail Station Pedestrian Grade Sep.				-7,000	0	0	0	-7,000	0	0	0	-7,000	0	0	0	0
Los Angeles	LACMTA	gsep	2106	Burbank Airport/Rail Station Pedestrian Grade Sep.				7,000	0	0	0	0	0	7,000	0	7,000	0	0	0	0
				Subtotal Intercity Rail Proposals				-32,000	-63,500	-21,320	-2,000	-13,000	0	67,820	0	-32,000	0	0	0	0
				Total Proposed 2016 STIP Programming				-199,410												
Nominated Projects Not Included in Staff Recommendations																				
Various	Caltrans	rail	2065	Capitalized maintenance in support of service expansion			incr	7,000	0	0	0	0	3,000	4,000	0	7,000	0	0	0	0
Notes: Revised ITIP adopted February 26, 2016 PPNO 2065 - later years can be programmed in a future STIP																				
Balance of STIP Interregional Share																				
								Total Interregional Share, June 30, 2015	1,017,340											
								Total Now Programmed or Voted Since July 1, 2014	1,100,681											
								Unprogrammed Share Balance	0											
								Share Balance Advanced or Overdrawn	83,341											
								Proposed New Programming	-199,410											

Minute Action

AGENDA ITEM: 26

Date: May 4, 2016

Subject:

Amendment to SANBAG Practices Regarding Substitute Motions

Recommendation:

That the Board approve amending SANBAG's General Practices for Conducting Meetings of Board of Directors and Policy Committees regarding substitute motions.

Background:

On January 9, 2008, the SANBAG Board of Directors approved the "General Practices for Conducting Meetings of Board of Directors and Policy Committees" ("Meeting Practices"). The Meeting Practices address, among other matters, how the Board is to handle substitute motions.

The Meeting Practices provide:

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

Over the course of the last several years, when questions have arisen regarding SANBAG's parliamentary procedure for handling of substitute motions, Board members have expressed concern that the Meeting Practices require the Board to vote on the original motion before addressing the substitute motion. This order of precedence conflicts with parliamentary procedures followed by many of the Board members' jurisdictions and with Robert's Rules of Order, which require a vote on the substitute motion before considering the original motion.

The following amended language in the Meeting Practices is proposed for approval by the Board:

"Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he or she would like to amend his or her motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered ~~the substitute motion is not addressed until after a vote on the first motion.~~" (Amended language highlighted)

Financial Impact:

This item has no direct impact on the SANBAG budget.

Entity: CMA, COG, CTA, CTC, SAFE

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May 4, 2016
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Reviewed By:

This item was reviewed and unanimously approved with a minor amendment by the General Policy Committee on April 13, 2016. This item and the amendment to the “SANBAG General Practices for Conducting Meetings of Board of Directors and Policy Committees” have been reviewed by SANBAG’s General Counsel.

Responsible Staff:

Eileen Teichert, General Counsel

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 27

Date: *May 4, 2016*

Subject:

Fiscal Year 2016/2017 Proposed SANBAG Budget

Recommendation:

- A. Receive presentation of the Fiscal Year 2016/2017 Proposed Budget.
- B. Conduct Board of Directors Workshop for the Proposed Fiscal Year 2016/2017 Budget at the May 4, 2016 Board Meeting to provide input and direction.
- C. Schedule a public hearing and adoption of the Fiscal Year 2016/2017 Budget at the June 1, 2016 Board of Directors Meeting.

Background:

The proposed budget for Fiscal Year 2016/2017 has been completed. San Bernardino Associated Governments (SANBAG's) budget process is structured to provide for the maximum level of input from SANBAG Board members.

There are four (4) phases of the budget process:

1. General overview of major programs by the Valley and Mountain/Desert Board members. This was accomplished at the Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee meetings in February 2016. The general overview identified what each program is doing in the current fiscal year and what it is planning to do in the next fiscal year. This information is located on SANBAG's website.
2. During the month of March 2016, SANBAG policy committees reviewed the task descriptions and budgets under their purview. This included the General Policy Committee, Board of Directors Metro Valley Study Session, and Commuter Rail and Transit Committee. Task information included purpose, accomplishments, work elements, product, contract information, detail local funding, expenditure detail and funding sources.
3. During the month of May 2016, the Fiscal Year 2016/2017 Proposed Budget will be received by the Board of Directors, a budget workshop will be conducted to provide input and direction, and a public hearing on the proposed budget will be scheduled. The proposed budget document provides an introduction, budget overview, revenue detail, program expenditure detail and supplemental information (including indirect cost allocations). The proposed budget is located on SANBAG's website for reference.
4. Conduct a public hearing and adoption of the Fiscal Year 2016/2017 Budget at the June 1, 2016 Board of Directors Meeting.

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

The adoption of a resolution to establish the Appropriations Limitation will be provided with the Budget adoption since information is unavailable until mid-May, when the State Department of Finance releases price and population information.

SANBAG is required to publish notice of the time and place of the public hearing for adoption of the annual budget (Public Utilities Code Sec. 130103/Government Code Sec 60612). The budget schedule also sets the date for the public hearing at the June 1, 2016, Board of Directors Meeting at 10:00 a.m.

SANBAG's budget process includes a review of the Boards' direction as it relates to short term goals and how it integrates with the agency's long term goals and objectives. As part of this review, staff analyzes the resources available to help meet the short term goals as set forth in the Fiscal Year Budget.

Changes to Budget Document

The goals and objectives for Fiscal Year 2016/2017, to be approved by Board during the June 2016 meeting, will be incorporated in the adopted budget in a condensed format. Budget summaries for all governmental funds, changes in fund balances, fund type, all funds, and major object expenditures are now included in the Budget Overview Section. Also, a Revenue Detail Section is included to provide detail revenue information for each major fund and for nonmajor funds.

Staffing for Fiscal Year 2016/2017 includes 61 regular full-time equivalent positions in comparison to 55.5 positions from the previous Fiscal Year. Additional positions include part-time Accountant to full-time position, two additional Accounting Assistants, Accounting Supervisor, COG Manager, and Management Analyst I.

SANBAG develops a program based budget which is adopted with funding source detail. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the Fiscal Year 2016/2017 Budget.

Estimated revenues for Fiscal Year 2016/2017 are \$380,426,842. The following is a summary of major revenue sources:

Measure I Sales Tax	\$ 160,000,000
Local Transportation Fund	95,155,600
State Transit Assistance Fund	10,160,168
Other Grants and Revenues	<u>115,111,074</u>
Total	<u>\$ 380,426,842</u>

Measure I sales tax revenue is expected to increase by \$11 million or 7.9% from the previous year. Total revenues are estimated to decrease by \$40.2 million due to less Federal, State and local reimbursements.

Proposed Fiscal Year 2016/2017 Budget expenditures are \$485,606,037. The following is a summary of proposed program expenditures:

Board of Directors Agenda Item

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General Government	\$ 6,496,906
Environment and Energy Conservation	3,406,339
Commuter and Motorist Assistance	8,753,096
Regional and Subregional Planning	5,298,335
Transit and Passenger Rail	199,897,012
Major Projects Delivery	170,320,182
Fund Administration and Programming	79,452,617
Debt Service	11,981,550
Total	<u>\$ 485,606,037</u>

Transit and Passenger Rail, Major Projects Delivery, and Fund Administration and Programming represents 93% of total expenditures. These three programs include a substantial investment in commuter rail projects, highway construction and pass-through funds for local transit and street improvements. Total proposed expenditures are less than the previous year by \$40 million. The decrease is attributed completion of various freeway, freeway interchange and grade separation projects, and a reduction in estimated Local Transportation Funds and State Transit Assistance Funds.

Financial Impact:

The Fiscal Year 2016/2017 Budget establishes the financial, staffing and work product authority for agency activities during the coming fiscal year. Estimated revenues for the Fiscal Year 2016/2017 are \$380,426,842 and expenditures are \$485,606,037.

Reviewed By:

The Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee have reviewed the Budget Overview for each program. All SANBAG policy committees have reviewed task descriptions and budget for activities under their purview.

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
Board of Directors
Date: May 4, 2016

Witnessed By:

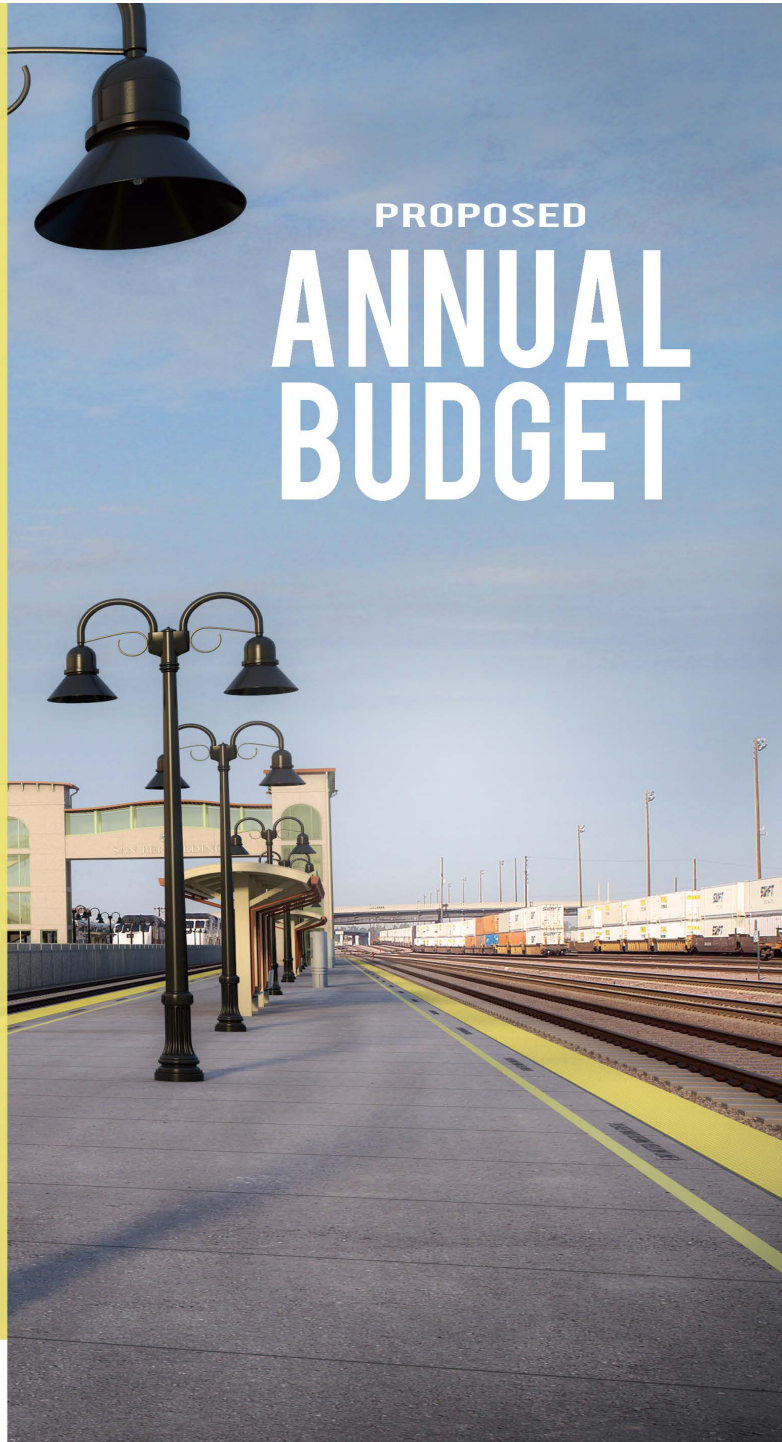
FISCAL YEAR
2016
2017

PROPOSED
**ANNUAL
BUDGET**

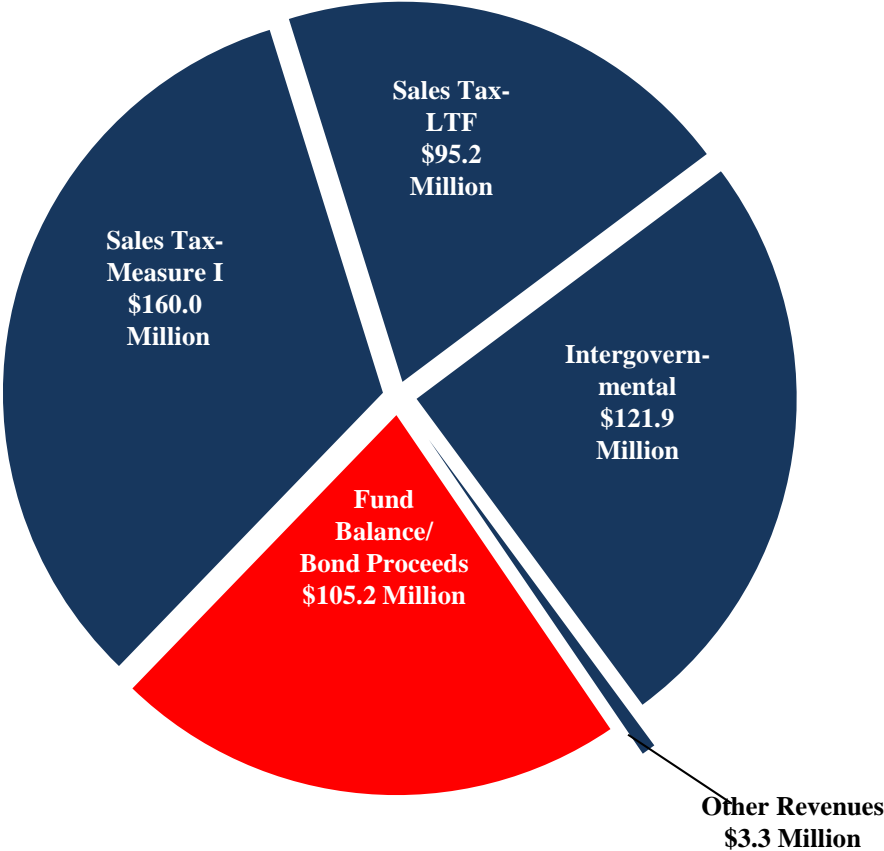
SAN BERNARDINO
ASSOCIATED
GOVERNMENTS

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

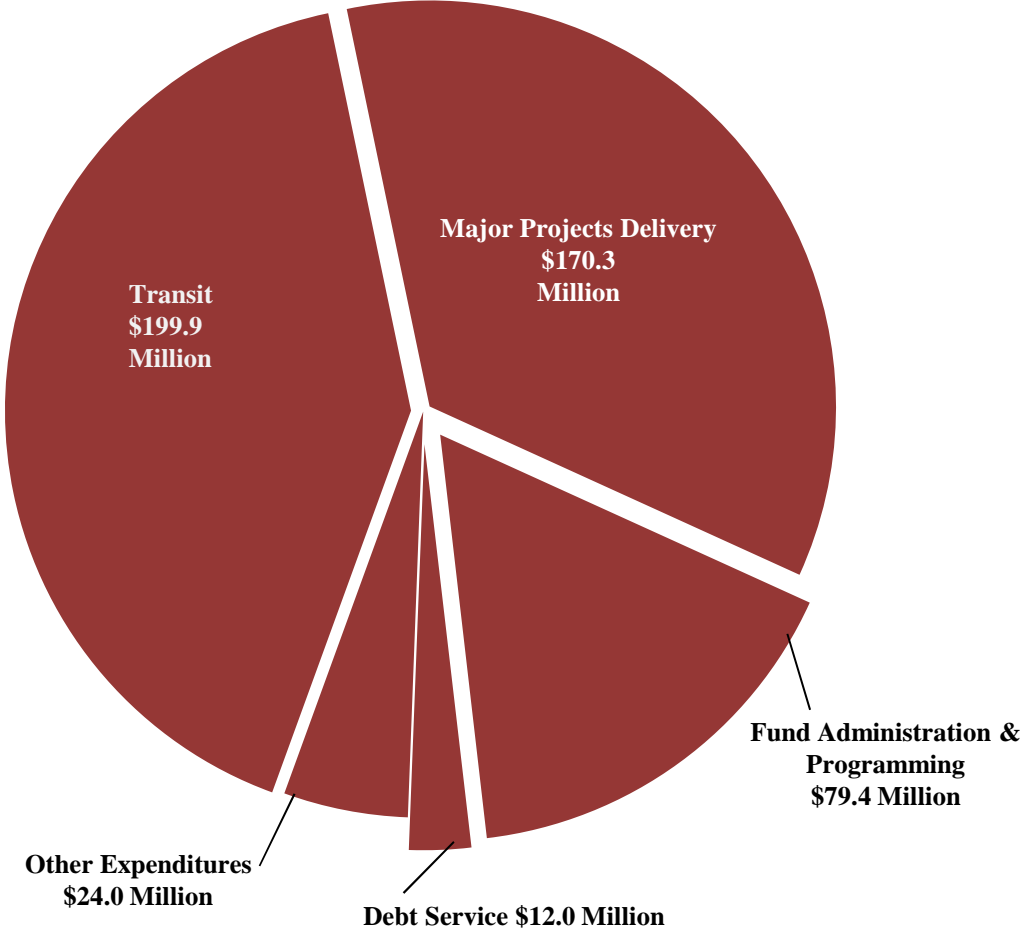
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Where does the money come from?

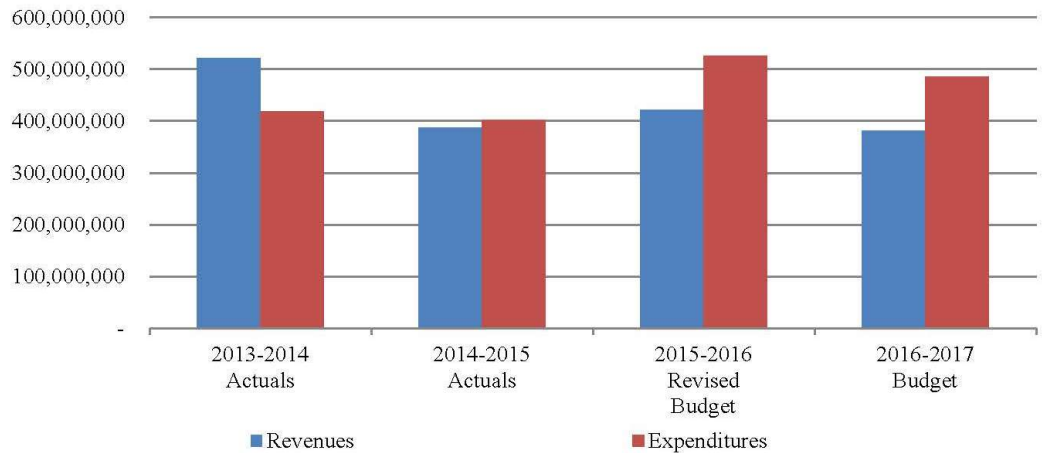


Where does the money go?



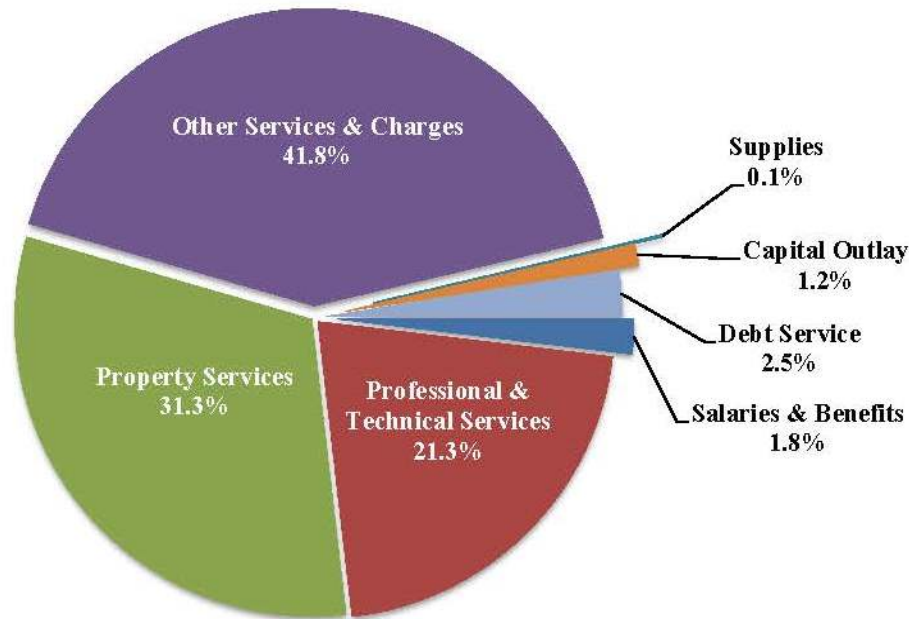
Budget Summary - All Governmental Funds

	2013-2014	2014-2015	2015-2016	2016-2017
	Actuals	Actuals	Revised Budget	Budget
Revenues				
Sales Tax-MSI	145,407,342	152,342,401	149,000,000	160,000,000
Sales Tax-LTF	79,559,209	85,531,625	87,934,961	95,155,600
Intergovernmental	173,396,397	143,867,243	180,166,132	121,917,260
Charges for Services	483,490	473,282	465,000	460,000
Special Assessments	129,051	118,705	107,046	152,547
Investment Earnings	165,733	1,906,662	829,705	474,505
Miscellaneous	1,075,059	1,971,376	2,100,250	2,266,930
Other Financing Sources	120,835,611	-	-	-
Total Revenues	521,051,892	386,211,294	420,603,094	380,426,842
Expenditures				
General Government	1,480,799	1,332,730	5,507,288	6,496,906
Environment and Energy Conservation	1,694,889	1,230,089	1,650,169	3,406,339
Commuter and Motorist Assistance	4,736,204	4,135,127	9,078,839	8,753,096
Regional & Subregional Planning Program	1,810,173	1,897,799	6,655,495	5,298,335
Transit	135,501,468	149,292,595	211,830,478	199,897,012
Major Projects Delivery	199,623,000	168,341,795	202,977,321	170,320,182
Fund Administration and Programming	69,833,657	65,491,522	76,622,530	79,452,617
Debt Service	4,165,663	10,766,259	11,219,051	11,981,550
Total Expenditures	418,845,853	402,487,916	525,541,171	485,606,037
Revenues Over (Under) Expenditures	102,206,039	(16,276,622)	(104,938,077)	(105,179,195)



Budget Summary by Major Object Expenditures

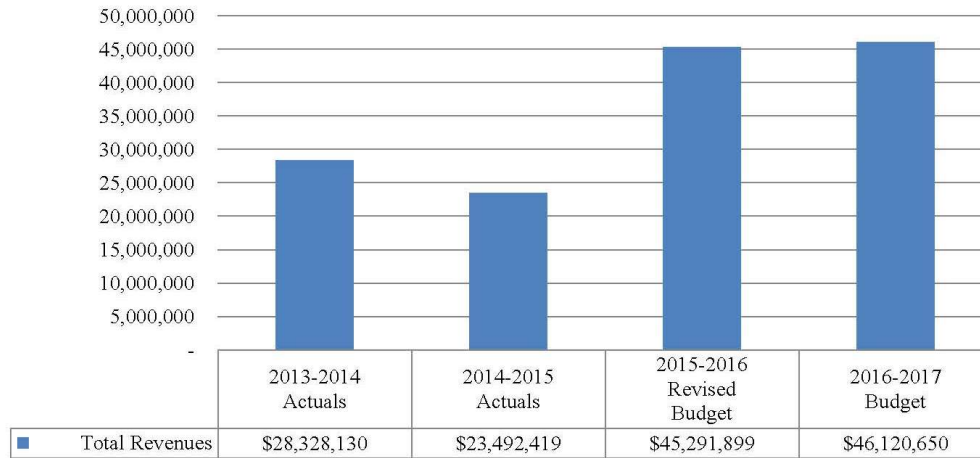
	Salaries & Benefits	Professional & Technical Services	Property Services	Other Services & Charges	Supplies	Capital Outlay	Debt Service	Total
General Government	1,967,533	1,795,725	57,700	522,384	130,450	6,000	-	4,479,792
Environment and Energy Conservation	253,164	2,227,056	450	661,300	4,825	-	-	3,146,795
Commuter and Motorist Assistance	384,012	6,681,406	980,720	303,570	9,700	-	-	8,359,408
Regional & Subregional Planning Program	1,032,754	1,531,500	-	1,667,600	1,700	6,000	-	4,239,554
Transit	1,227,831	30,075,828	40,768,937	121,546,796	11,650	5,007,200	-	198,638,242
Major Projects Delivery	857,867	58,498,264	109,042,090	56,030	2,247	22,400	-	168,478,898
Fund Administration and Programming	1,144,997	10,000	-	77,127,901	1,350	-	-	78,284,248
Debt Service	-	-	-	-	-	-	11,981,550	11,981,550
Indirect Cost Allocation	2,323,014	2,471,317	1,164,736	1,315,216	77,150	646,117	-	7,997,550
Total Expenditures	9,191,172	103,291,096	152,014,633	203,200,797	239,072	5,687,717	11,981,550	485,606,037



Note: Indirect cost allocation allocates to the various programs. Indirect cost allocation includes program management costs allocated based on project management hours to various tasks under Major Project Delivery Program. The indirect expenditures are excluded to eliminate duplication of costs.

**General Fund
Revenue Information**

General fund revenues are used to carryout administrative activities and certain planning, transit and council of government tasks. This fund accounts for all financial transactions not properly accounted for in other funds.



General fund revenues for Fiscal Year 2016/2017 are estimated to be \$46.1 million, an increase of \$829 thousand from prior year. Revenue recorded in the general fund is mainly derived from the following sources:

- Taxes
- Intergovernmental
- Charges for Services
- Special Assessments
- Miscellaneous

Taxes

Fiscal Year 2016/2017 taxes of \$39.1 million represent 84.8% of the estimated general fund revenue. The two major sources of tax revenue are: sales tax-Measure I and sales tax-Local Transportation Fund.

Sales Tax-Measure I

Sales tax-Measure I revenue of \$1.6 million represents 1% of the Measure I revenues generated from the ½ cent sales tax for administration. The money is used to support the administration of the Measure I tax such as San Bernardino County Transportation Authority, administration and financial management, intergovernmental relations, legislation and fund administration.

Sales Tax-Local Transportation Fund

Transportation Development Act funds include Local Transportation fund derived from sales tax collected within the County. An allocation of \$37.5 million is programmed to SANBAG for administration of the program, planning, Article 3 Bicycle and Pedestrian, and for certain transit projects.

Intergovernmental

Intergovernmental revenue represents the State Development Act funds apportioned each year by the State of California. An allocation of \$4.2 million is programmed in the general fund for various transit projects which represents 8.9% of the estimated general fund revenue.

Charges for Services

Charges for services include \$460 thousand of rail asset revenue generated from railroad right of way lease revenue, application and user fees. The money is used for the Santa Fe depot operation and right of way management activities which represents 1% of the estimated general fund revenue.

Special Assessments

SANBAG annually collects from its member jurisdictions as authorized in the joint powers agreement, that are intended to fund SANBAG activities related to issues of mutual concern to the general membership. Dues are levied by a formula whereby one-half of the assessment is based on population and the other one-half is based on the assessed valuation of each member jurisdiction. The total amount of the general dues assessment is \$108,074 and is utilized to support intergovernmental relations. The Board of Director's approved additional \$44,473 in dues for additional Council of Government's activities. General Assessment Dues estimated fund balance at June 30, 2016 is \$311,852 for new initiatives which represents .5% of the estimated general fund revenue.

Miscellaneous

Fees collected from the Home Energy Retrofit Opportunity (HERO) program for Property Assessed Clean Energy (PACE) activities estimated revenue of \$2.3 million which represents 5% of the estimated general fund revenue.

**General Fund
Revenue Information**

	2013-2014	2014-2015	2015-2016	2016-2017
	Actuals	Actuals	Revised Budget	Budget
Taxes				
Sales Tax-MSI	1,454,073	1,523,424	1,490,000	1,600,000
Sales Tax-LTF	21,682,532	19,337,645	29,851,256	37,493,513
Total Taxes	<u>23,136,605</u>	<u>20,861,069</u>	<u>31,341,256</u>	<u>39,093,513</u>
Intergovernmental				
State Development Act	3,698,198	-	11,265,147	4,147,660
San Bernardino County	3,600	-	-	-
Total Intergovernmental	<u>3,701,798</u>	<u>-</u>	<u>11,265,147</u>	<u>4,147,660</u>
Charges For Services				
AMTRAK.NPRC C08100 Lobby	6,000	6,000	-	-
Rail Asset Lease Revenue	477,490	433,931	465,000	460,000
Application Fee	-	26,226	-	-
Administration and Extension Fees	-	2,880	-	-
Use Fee	-	4,245	-	-
Total Charges For Services	<u>483,490</u>	<u>473,282</u>	<u>465,000</u>	<u>460,000</u>
Special Assessments				
General Assessment Dues	28,653	28,653	106,746	152,547
General Assessment Dues-Special Projects	71,185	72,939	-	-
Congestion Management Program	29,213	17,113	300	-
Total Special Assessments	<u>129,051</u>	<u>118,705</u>	<u>107,046</u>	<u>152,547</u>
Investment Earnings				
Investment Earnings	103,289	68,184	13,200	-
Unrealized Gain (Loss) On Investments	(301,161)	(4,368)	-	-
Total Investment Earnings	<u>(197,873)</u>	<u>63,816</u>	<u>13,200</u>	<u>-</u>
Miscellaneous				
Fees for PACE Program	1,066,659	1,970,747	2,100,150	2,266,930
Greenhouse Gas Fund	-	-	100	-
Modeling Fees	8,400	4,800	-	-
Total Miscellaneous	<u>1,075,059</u>	<u>1,975,547</u>	<u>2,100,250</u>	<u>2,266,930</u>
Total Revenues	<u>28,328,130</u>	<u>23,492,419</u>	<u>45,291,899</u>	<u>46,120,650</u>

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Robert A. Lovingood Board of Supervisors	X	X	X	X								
Janice Rutherford Board of Supervisors	X	X	X	X								
James Ramos Board of Supervisors		X	X									
Curt Hagman Board of Supervisors	X	X		X								
Josie Gonzales Board of Supervisors		X		X								
Rich Kerr City of Adelanto	X			X								
Curt Emick Town of Apple Valley	X	X	X	X								
Julie McIntyre City of Barstow	X	X	X									
Bill Jahn City of Big Bear Lake	X	X	X									
Dennis Yates City of Chino	X	X	X	X								
Ed Graham City of Chino Hills	X		X	X								
Frank Navarro City of Colton	X	X	X	X								
Michael Tahan City of Fontana	X	X	X	X								
Darcy McNaboe City of Grand Terrace	X	X	X	X								
Eric Schmidt City of Hesperia	X	X	X	X								
Larry McCallon City of Highland	X	X	X	X								

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X	X								
Paul Eaton City of Montclair	X	X	X	X								
Edward Paget City of Needles	X	X	X	X								
Alan Wapner City of Ontario	X	X	X	X								
L. Dennis Michael City of Rancho Cucamonga	X	X	*	X								
Jon Harrison City of Redlands	X	X	X	X								
Deborah Robertson City of Rialto	X	X	X	X								
R. Carey Davis City of San Bernardino		X	X	X								
Joel Klink City of Twentynine Palms	X	*	X	X								
Ray Musser City of Upland	*	X	X	X								
Ryan McEachron City of Victorville	X	X	X	X								
Dick Riddell City of Yucaipa	X	X	X	X								
George Huntington Town of Yucca Valley	X	X	X	X								
John Bulinski Ex-Official Member	X	X	X	Christy Connors								

Communication: Attendance (Additional Information)

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

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

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

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

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

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

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

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

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

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

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

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

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 March 17, 2016. The next meeting is scheduled for Thursday, April 21, 2016, at 2:00 p.m.

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. At their November 19, 2015 meeting, the MSRC allocated an additional \$123,866, and to date, the MSRC has awarded a total of \$3,915,899. The MSRC considered recommendations concerning an additional application. OCTA requested the MSRC to consider an award of \$128,500 to provide special bus transportation services between the Goldenwest Transportation Center in Huntington Beach and Angel Stadium of Anaheim for 50 regular season, weekday evening, home games beginning April 4, 2016. The service would be scheduled to arrive prior to the beginning of each game. Three to four dedicated buses would be used per game. At the conclusion of the game, buses would be staged waiting for passengers before departing, even in the event of extra innings. The proposed service would provide direct connectivity, depending upon time of day, to a variety of transit modes, including other OCTA bus routes and carpools. In addition, riders could access the service by bicycle through the existing bikeway system and supporting bike amenities that are available at the Center. In addition, the use of high capacity clean fuel buses would reduce automobile traffic in and around the Stadium, reducing traffic congestion and thereby reducing vehicle exhaust emissions. OCTA would contribute no less than 50% of the total cost of \$259,610. The MSRC approved a contract award to OCTA in an amount not to exceed \$128,500 to implement the 2016 Angels Express Bus 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 April 1, 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 \$2,335,027 for three work plans. Five additional work plans were submitted for consideration. The MSRC-TAC unanimously recommended, and the MSRC unanimously approved, five awards totaling \$7,212,898 as part of the FYs 2014-16 AB 2766 Discretionary Fund Work Program, as follows:

1. A contract with Los Angeles County Metropolitan Transportation Authority (Metro) in an amount not to exceed \$2,500,000 to modernize and expand the existing Willowbrook/Rosa Parks Transit Station, increasing station capacity, improving multi-modal connections, and addressing safety and security concerns;
2. A contract with SANBAG in an amount not to exceed \$1,000,000 to coordinate traffic signals throughout the valley portion of the County of San Bernardino, developing timing plans and upgrading signal system equipment to increase traffic mobility;
3. A contract with SANBAG in an amount not to exceed \$250,000 to implement the "Active Transportation Safety, Encouragement Campaign for Open Streets and Temporary Events" plan, supporting local initiatives to host Open Streets and temporary pop-up events to encourage use of active transportation;
4. A contract with OCTA in an amount not to exceed \$1,553,657 to implement a mobile ticketing system, purchasing readers for installation on buses in order to modernize their fare collection system and increase the attractiveness of transit as an alternative to auto travel;
5. A contract with Riverside County Transportation Commission (RCTC) in an amount not to exceed \$1,909,241 to implement commuter rail "first mile/last mile" active transportation strategies, addressing bicycle storage concerns and safe and efficient pedestrian and bike access at Metrolink stations as well as in adjacent streets and communities in order to reduce motor vehicle trips to the stations while increasing overall passenger rail ridership.

These contract awards will be considered by the SCAQMD Board at its April 1, 2016 meeting.

Development of Near-Zero Natural Gas Engine Incentive Program

With the advent of certification of the Cummins Westport 8.9-liter 0.02-gram NOx engine, the MSRC directed their staff to look at options to implement a potential near-zero emission natural gas heavy-duty engine program. At today's meeting, staff

presented some preliminary ideas, an effort coordinated with the SCAQMD, on how the MSRC could utilize some of their remaining unallocated FY 2014-16 funds to get the engine to the marketplace.

Some initial ideas were presented, such as, to have a program which targets transit buses and refuse trucks; to have the “per vehicle” incentive as low as feasible to bring someone to the table to try to get the maximum number of vehicles; some options for a program structure, such as, first come-first served and geographic minimums, or a competition with maximum award amounts; and the overall program value (currently the unallocated budget balance is \$12.3 million dollars. The MSRC may choose to allocate any portion of that amount to this type of program).

The MSRC consensus was to have their staff engage the MSRC-TAC to form a Subcommittee to specifically look at this potential program and bring back recommendations and a draft solicitation for the MSRC to review in May. Staff was further directed to include the CARB Members to participate to ensure a program that is coordinated and, to the extent possible, dovetailed with any program that is offered by the State; and to also coordinate with SCAQMD to ensure the program is integrated with their incentive programs.

Contract Modification Requests

The MSRC considered two contract modification requests and took the following actions:

1. For City of South Pasadena, Contract #ML11040, which provides \$30,000 for the purchase of one heavy-duty CNG vehicle, unanimously approved the substitution of a CNG vacuum truck for a CNG street pothole truck, and a three-year term extension.
2. For City of Fullerton, Contract #ML12015, which provides \$40,000 for the purchase of one heavy-duty CNG vehicle and to expand a CNG station, unanimously approved the substitution of a street sweeper for the service truck identified in the contract, and a one-year term extension.

Received and Approved Final Reports

The MSRC received and unanimously approved four final report summaries this month as follows:

1. Waste Management Collection & Recycling, Inc., Contract #MS14039, which provided \$75,000 for maintenance facility modifications;
2. Waste Management Collection & Recycling, Inc., Contract #MS14040, which provided \$75,000 for maintenance facility modifications;
3. USA Waste of California, Inc., Contract #MS14041, which provided \$175,000 to construct a new CNG station and for maintenance facility modifications; and
4. Grand Central Recycling & Transfer Station, Inc., Contract #MS14042, which provided \$150,000 for the expansion of an existing CNG station.

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 Ed Graham Jon Harrison	B. Stanton

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SANBAG's Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

Communication: Representatives on SCAG Committees (Committee Membership)

SANBAG Appointments to External Agencies

SANBAG works closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SANBAG Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SANBAG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
Alameda Corridor-East Construction Authority	Paul Eaton, Montclair, Primary Ex-Officio Julie McIntyre, Barstow, Alternate Ex-Officio	SANBAG President	SANBAG representative serves as ex-officio member of the Authority that addresses issues related to the transportation corridor running from Los Angeles to San Bernardino County. This Authority meets on the fourth Monday of each month at Irwindale City Hall. Members receive a \$100 stipend from the Authority.	12/31/16 12/31/17
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	SANBAG President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	SANBAG Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. SANBAG has not authorized payment of stipend for participation.	12/31/17
Metro Gold Line Phase II Joint Powers Authority	Paul Eaton, Montclair, Primary Curt Hagman, Supervisor, Alternate	SANBAG Board of Directors	The Gold Line Phase II Construction Authority is a joint powers agency formed by thirteen cities along the corridor, LACMTA and SANBAG. THE JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/17 12/31/16
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary Deborah Robertson, Alternate	SANBAG President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/16 12/31/16
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary Ed Graham, Alternate	SANBAG Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SANBAG authorized a stipend of \$100 per day. The MSRC meets once a month on Thursdays at 1:30 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/16 12/31/16

Communication: Appointments to External Agencies (Committee Membership)

SANBAG Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Jon Harrison, City of Redlands	SANBAG Board of Directors	<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 4th 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>General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors. (Brown Act)</p>	<p>Robert Lovingood, Supervisor, Vice President (Chair) Ryan McEachron, Victorville, President (Vice Chair) L. Dennis Michael, Rancho Cucamonga, Past President</p> <p><u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Alan Wapner, Ontario (Chair – MVSS) Dennis Yates, Chino Janice Rutherford, Supervisor</p> <p><u>East Valley</u> James Ramos, Supervisor (Chair – CRTC) Larry McCallon, Highland Rhodes “Dusty” Rigsby, Loma Linda Dick Riddell, Yucaipa</p> <p><u>Mountain/Desert</u> Robert Lovingood, Supervisor, Vice President (Chair – MDC) Ryan McEachron, Victorville, President Joel Klink, Twentynine Palms Bill Jahn, Big Bear Lake</p>	<p>6/30/2016 6/30/2016 6/30/2016 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>Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)</p>	<p>James Ramos, Supervisor** (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Paul Eaton, Montclair* Jon Harrison, Redlands Robert Lovingood, Supervisor Larry McCallon, Highland* L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Dick Riddell, Yucaipa Deborah Robertson, Rialto Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2016 Indeterminate (6/30/2016 Indeterminate 12/31/2016 12/31/2017 Indeterminate 12/31/2017 12/31/2017 12/31/2016 12/31/2016 Indeterminate</p>

Communication: SANBAG Committee Membership (Committee Membership)

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 12 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)</p>	<p>Robert Lovingood, Supervisor (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Curt Emick, Apple Valley George Huntington, Yucca Valley Rich Kerr, Adelanto Joel Klink, Twentynine Palms Ryan McEachron, Victorville Julie McIntyre, Barstow Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor Eric Schmidt Hesperia</p>	<p>Indeterminate (6/30/2016) Indeterminate (6/30/2016) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Transit Committee	Second Thursday, 9:00 a.m., SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)</p>	<p>Board of Directors Alan Wapner, Ontario (Chair) Janice Rutherford, Supervisor (Vice Chair)</p>	<p>6/30/2016 6/30/2016</p>

Meeting Time: Second Thursday, 10:00 a.m., SANBAG Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP
<p>I-10 and I-15 Corridor Joint Sub-Committee In January 2015, the Board approved the change status of Express Lanes Ad Hoc Committee to the creation of the I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee (I-10 and I-15 Joint Sub-Committee). Members of the committee will be members of the SANBAG Board of Directors and will be appointed by the SANBAG Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SANBAG Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.</p>	<p>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)</p>	<p>Alan Wapner, Ontario – Chair Ryan McEachron, Victorville – Vice Chair Josie Gonzales, Supervisor Mike Leonard, Hesperia Robert Lovingood, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Michael Tahan, Fontana</p>

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 13 members appointed by the SANBAG Executive Director.</p> <p>6 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>1 representing the Consolidated Transportation Services Agency</p> <p>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</p> <p>(2)Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5316, and 5317 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5316, 5317 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10)Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –</p> <p>Barstow Area Transit, Manager *</p> <p>Morongo Basin Transit Authority, Manager *</p> <p>Mountain Area Regional Transit Authority, Manager *</p> <p>Needles Area Transit, Manager *</p> <p>Omnitrans, Manager *</p> <p>Victor Valley Transit Authority, Manager *</p> <p>County of San Bernardino Dept. of Public Work, Manager *</p> <p>Valley Transportation Services (VTS), Manager *</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services, Director *</p> <p>Inland Regional Center, Director *</p> <p>Inland Empire United Way 2-1-1, Director *</p> <p>Victor Valley Community Service Counsel, Director *</p> <p>Community Senior Services, Director *</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>1/31/2017</p> <p>9/30/2017</p> <p>9/30/2017</p> <p>1/31/2017</p> <p>2/28/2018</p>

Meeting Dates and Time: Bi monthly, beginning in February, 2nd Tuesday of the month, 10:00 a.m., SANBAG Office

* Manager or Director may designate alternate/s

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Richard Haller</p> <p>Rod Johnson</p> <p>Norman Orfall</p> <p>Craig Scott</p> <p>Vacant</p> <p>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</p> <p>12/31/16</p> <p>12/31/18</p> <p>12/31/18</p> <p>12/31/18</p>

Communication: SANBAG Committee Membership (Committee Membership)

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG’s budget to elected officials and the general public.</p>	<p>Review SANBAG’s budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Ray Musser, Upland – Chair Mike Podegracz, P.E. – City Manager, City of Hesperia Sam Racadio – Council Member, City of Highland Kevin Ryan - Principal Transportation Planner, City of Fontana</p>
<p>Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – L. Dennis Michael, Rancho Cucamonga Vice President – Ryan McEachron, Victorville Immediate Past President – Bill Jahn, City of Big Bear Lake</p>
<p>Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario</p>
<p>Statutory Entity Ad Hoc Committee In June 2015, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Study and make recommendations to full Board regarding sponsoring legislation to consolidate certain SANBAG entities and functions into a new statutory entity.</p>	<p>Bill Jahn, Big Bear Lake - Chair Jon Harrison, Redlands George Huntington, Yucca Valley Robert Lovingood, Supervisor Ryan McEachron, Victorville Janice Rutherford, Supervisor Alan Wapner, Ontario</p>

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG’s Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>

Communication: SANBAG Committee Membership (Committee Membership)

<p>City/County Manager’s Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT, at SANBAG.</p>

San Bernardino Associated Governments



MISSION STATEMENT

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

- Improve cooperative regional planning

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

- Strengthen economic development efforts

- Exert leadership in creative problem solving

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

Approved June 2, 1993
Reaffirmed March 6, 1996