

San Bernardino Associated Governments

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

Web: www.sanbag.ca.gov



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

AGENDA Mountain/Desert Committee

October 14, 2016 9:30 AM

Location

Mojave Desert Air Quality Management District 14306 Park Avenue, Victorville, CA 92392

Mountain/Desert Policy Committee Membership

Chair

Bill Jahn, Mayor Pro TemJulie McIntyre, MayorGeorge Huntington, Council MemberCity of Big Bear LakeCity of BarstowTown of Yucca Valley

Vice Chair

Eric Schmidt, Council Member Ed Paget, Mayor Robert A. Lovingood
City of Hesperia City of Needles Board of Supervisors

Rich Kerr, Mayor Joel Klink, Council Member James Ramos

City of Adelanto City of Twentynine Palms Board of Supervisors

Curt Emick, Council Member Ryan McEachron, Council Member Janice Rutherford
Town of Apple Valley City of Victorville Board of Supervisors

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

AGENDA

Mountain/Desert Committee

October 14, 2016 9:30 AM

<u>Location</u> Mojave Desert Air Quality Management District 14306 Park Avenue, Victorville, CA 92392

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

CALL TO ORDER

(Meeting Chaired by Bill Jahn)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications Betty Pineda

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.

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

1. Information Relative to Possible Conflict of Interest

Pg. 9

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

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

DISCUSSION ITEMS

Discussion - Administrative Matters

2. Rebranding of the San Bernardino Associated Governments and San Bernardino Pg. 10 County Transportation Authority

That the Mountain/Desert Policy Committee review and recommend:

A. The San Bernardino County Transportation Authority approve the new brand associated with the San Bernardino County Transportation Authority, effective January 1, 2017, concurrently with the effective date of SB 1305.

B. The San Bernardino Associated Governments Board approve the new brand associated with the San Bernardino Associated Governments, effective January 1, 2017, concurrently with the effective date of SB 1305.

C. The San Bernardino Associated Governments Board approve and authorize the Executive Director to execute and file such documents as are necessary to enable the San Bernardino Associated Governments to do business as the San Bernardino Council of Governments.

Presenter: Michelle Adams

This item is also scheduled for review by the Board of Directors Metro Valley Study Session on October 13, 2016. SANBAG General Counsel has reviewed this agenda item.

Discussion - Project Delivery

3. US-395 Phase I Right-of-Way Agreements with the Cities of Adelanto and Victorville

Pg. 19

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

- A. Approve Cooperative Agreement No. 17-1001596 with the City of Adelanto (Adelanto) regarding roles and responsibilities of each agency for the Plans, Specifications and Estimate (PS&E), Right-of-Way (ROW), Construction, and Project Close Out Phases of the portion of the US 395 Phase 1 Project located within Adelanto's jurisdictional boundaries; and
- B. Approve Cooperative Agreement 17-1001597 with the City of Victorville (Victorville) regarding roles and responsibilities of each agency for the PS&E, ROW, Construction, and Project Close Out Phases of the portion of the US 395 Phase 1 Project located within Victorville's jurisdictional boundaries.

Presenter: Paula Beauchamp

This item is not scheduled for review by any other policy committee or technical advisory committee. General Counsel and Procurement Manager have reviewed this item and the draft agreements.

4. Lenwood Grade Separation Excess Land

Pg. 31

That the Mountain/Desert Policy Committee recommended the Board, acting in its capacity as the San Bernardino County Transportation Commission:

Find and determine that APN 0422-041-07 and APN 0422-042-12 are surplus parcels for the Lenwood Grade Separation Project and are no longer necessary for construction, staging, storage, or mitigation/exchange on the project or any other anticipated future use, and authorize disposition of said surplus parcels.

Presenter: Paula Beauchamp

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

Comments from Board Members

Brief comments from Board Members

Public Comment

Brief comments by the General Public

ADJOURNMENT

Additional Information

Attendance Pg. 33
SANBAG Entities Pg. 34
Acronym List Pg. 35
Mission Statement

The next Mountain/Desert Policy Committee Meeting will be November 18, 2016

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

Meeting Procedures and Rules of Conduct

<u>Meeting Procedures</u> - 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.

<u>Accessibility</u> - 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.

<u>Agendas</u> – 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: <u>www.sanbag.ca.gov</u>.

<u>Agenda Actions</u> – 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).

<u>Closed Session Agenda Items</u> – 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.

<u>Agenda Times</u> – 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.

<u>Public Comment</u> – 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.

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

SANBAG General Practices for Conducting Meetings of

Board of Directors and Policy Committees

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he or she would like to amend his or her motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008 Revised March 2014 Revised May 4, 2016



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Minute Action

AGENDA ITEM: 1

Date: October 14, 2016

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
		None	

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Mountain-Desert Committee
Date: October 14, 2016

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

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Minute Action

AGENDA ITEM: 2

Date: October 14, 2016

Subject:

Rebranding of the San Bernardino Associated Governments and San Bernardino County Transportation Authority

Recommendation:

That the Mountain/Desert Policy Committee review and recommend:

A. The San Bernardino County Transportation Authority approve the new brand associated with the San Bernardino County Transportation Authority, effective January 1, 2017, concurrently with the effective date of SB 1305.

B. The San Bernardino Associated Governments Board approve the new brand associated with the San Bernardino Associated Governments, effective January 1, 2017, concurrently with the effective date of SB 1305.

C. The San Bernardino Associated Governments Board approve and authorize the Executive Director to execute and file such documents as are necessary to enable the San Bernardino Associated Governments to do business as the San Bernardino Council of Governments.

Background:

On Friday, August 26, 2016, Governor Brown signed Senate Bill 1305 (Morrell) into law. Effective January 1, 2017, SB 1305 will consolidate the San Bernardino County Transportation Commission (CTC), Service Authority for Freeway Emergencies (SAFE), Congestion Management Agency (CMA), and County Transportation Authority (CTA) into one statutory entity, the San Bernardino County Transportation Authority (SBCTA).

In January 2016, in anticipation of the new legislation the Department of Legislative and Public Affairs went out to bid with RFP 16-1001370 for Marketing and Branding Services. In March 2016, the contract was awarded to Celtis Ventures, Inc. During the last few months, staff has worked closely with Celtis Ventures, Inc. to identify and implement the brand development process for the SBCTA and San Bernardino Associated Governments acting as a Council of Governments. The brand development process began with a county-wide survey gauging the community's perceptions, recognition, and project knowledge as it relates to the San Bernardino Associated Governments and "SANBAG". Research showed that, of the 800 registered voters that were surveyed, only about one-third were familiar with our agency. However, when read statements about the transportation projects our agency was responsible for, favorability of our agency dramatically increased to 75%. The insights gathered through the county-wide survey supported the need to successfully brand the SBCTA and rebrand the San Bernardino Associated Governments as the San Bernardino Council of Governments (SBCOG), providing both entities the opportunity to build a recognizable and positive brand identity that will resonate with residents and workers in the county for years to come.

Entity: COG, CTA

Mountain-Desert Committee Agenda Item October 14, 2016 Page 2

The next step in the branding process was an exploration of the SBCTA. The hope was to develop a singular name that would help identify the agency. Unfortunately, after the review of over a dozen possible names and naming conventions, a natural flowing derivative for the SBCTA did not present itself. As a result, staff moved forward with branding the SBCTA acronym. Staff went into great detail when thinking out the new brand concept, considering all aspects of our county (i.e. mountains, desert, lakes, valley, roads, etc.). The goal was to develop a brand that was fresh, modern, artistic, and innovative and evoked the feelings of development, movement, and evolution – all exceptional characteristics that our agency represents within San Bernardino County. The team began with over 25 different logo concepts, which staff narrowed down to five. Those five concepts were then presented to the Executive Director for feedback which further narrowed the concepts to three.

From those three concepts staff then looked at which concept provided the most opportunity for flexibility with color scheme, graphical design, and the ability to give a brand identity to other functions of our agency; all while committing to a consistent, recognizable brand. Staff also took into consideration how the new brand would integrate with our sister agencies in the region (LA Metro, OCTA, and RCTC) and what that might look like on a partnership document. We wanted something that would stand out from the other agencies but would not overwhelm.

On Wednesday, September 28, 2016, staff met with the Statutory Entity Ad Hoc Committee (SEAHOC) to review the staff recommended identity/logo, while also reviewing the additional two concepts. With an overwhelmingly positive response from the SEAHOC members present we are now bringing this item forward for recommendation to the Board of Directors.

Attached you will find images of the SEAHOC recommendation for the new branding of the SBCTA and SBCOG.

Financial Impact:

This item will have no financial impact on the adopted Fiscal Year 2016/17 SANBAG Budget.

Reviewed By:

This item is also scheduled for review by the Board of Directors Metro Valley Study Session on October 13, 2016. SANBAG General Counsel has reviewed this agenda item.

Responsible Staff:

Michelle Adams, Management Analyst, II

Approved Mountain-Desert Committee Date: October 14, 2016

Witnessed By:

San Bernardino County Transportation Authority Brand Development

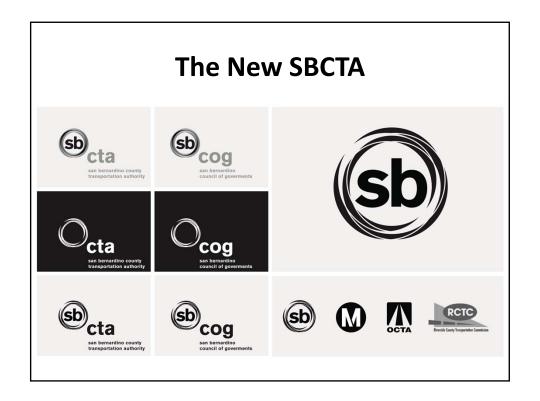
Presented to: Mountain/Desert Policy Committee Friday, October 14, 2016

Colors of Our County





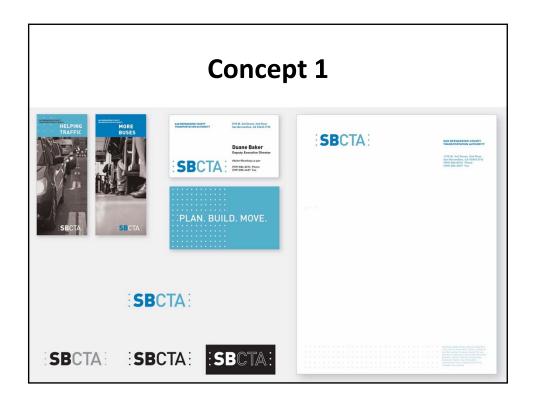


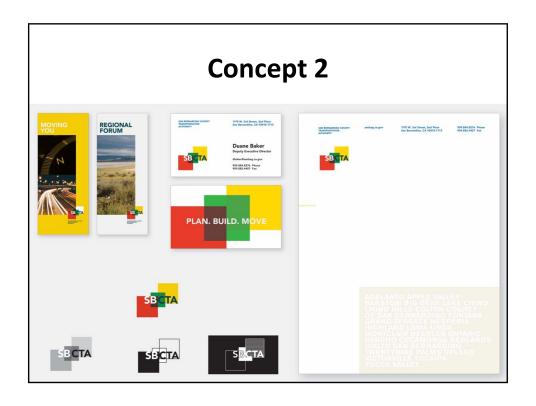






How did we get here?





Where do we go from here?

Launching & Reinforcing the Brand

1. Research	Complete	
2. Identity/Logo Concept	Complete	
3. Identity/Logo Approval by SEAF	Complete	
4. Identity/Logo Approval & Adop	11.02.16	
5. Initial Style Guide Development	t for Graphical Applications	11.15.16
6. Graphic Transition – Paper & Di	igital	12.31.16
7. Finalized All-Inclusive Style Guid	02.28.17	
8. Graphic Transition – Environme	03.31.17	
9. Public Launch and Brand Reinfo	orcement Opportunities	2017
Transportation Summit	February/March	
City/County Conference	April	
General Assembly	June	
Business-to-Business Expo	September	
 Graphic Transition – Paper & Di Finalized All-Inclusive Style Guid Graphic Transition – Environme Public Launch and Brand Reinfor Transportation Summit City/County Conference General Assembly 	igital de ental (To be prioritized as funding allows) procement Opportunities February/March April June	12.31.16 02.28.17 03.31.17





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Minute Action

AGENDA ITEM: 3

Date: October 14, 2016

Subject:

US-395 Phase I Right-of-Way Agreements with the Cities of Adelanto and Victorville

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

A. Approve Cooperative Agreement No. 17-1001596 with the City of Adelanto (Adelanto) regarding roles and responsibilities of each agency for the Plans, Specifications and Estimate (PS&E), Right-of-Way (ROW), Construction, and Project Close Out Phases of the portion of the US 395 Phase 1 Project located within Adelanto's jurisdictional boundaries; and

B. Approve Cooperative Agreement 17-1001597 with the City of Victorville (Victorville) regarding roles and responsibilities of each agency for the PS&E, ROW, Construction, and Project Close Out Phases of the portion of the US 395 Phase 1 Project located within Victorville's jurisdictional boundaries.

Background:

On May 4, 2005, the SANBAG Board of Directors approved Contract C05019 with Caltrans to perform the Project Approval and Environmental Document (PA&ED) phase of the US-395 project. Caltrans approved the Initial Study with the Mitigated Negative Declaration on December 30, 2009. The project was divided into nine segments to make project funding and delivery more manageable. On June 5, 2013, the SANBAG Board of Directors approved Cooperative Agreement C13147 with Caltrans for the design of Phase I (Segments 5, 6, 7 and 8). Phase I will widen US-395 to four lanes and add turn lanes between State Route 18 to Chamberlain Way in the Cities of Adelanto and Victorville. Caltrans is responsible for providing design services, while the San Bernardino County Transportation Commission (SBCTC) as the sponsor of the project is responsible for reimbursing Caltrans for their costs. On March 4, 2015, the SBCTC Board of Directors approved Cooperative Agreement No. 15-1001175 for the ROW for Phase I. Under this agreement, SBCTC will be the lead for all ROW tasks associated with acquisition and utility relocation; Caltrans will provide the ROW Certification: and be responsible for issuing the ROW California Transportation Commission (CTC) would hear the Resolutions of Necessity. Amendment 1 to the Cooperative Agreement with Caltrans reversed roles for vesting and transferred the responsibility for hearings for Resolutions of Necessity from the CTC to SBCTC.

Recommendations A and B:

These new Cooperative Agreements No. 17-1001596 with the City of Adelanto and No. 17-1001597 with the City of Victorville define roles and responsibilities of the parties relative to the Project, addressing betterment, long term property ownership, and coordination. There is no cost associated with these agreements.

Entity: CTC

Mountain-Desert Committee Agenda Item October 14, 2016 Page 2

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

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

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

Cooperative Agreement 17-1001596 is scheduled to be approved at the Adelanto City Council Meeting, and Cooperative Agreement 17-1001597 is scheduled to be approved at the Victorville City Council Meeting, prior to final approval by the SBCTC Board. SBCTC staff recommends that the Board approve Cooperative Agreements No. 17-1001596 and No. 17-1001597 for the US-395 Phase I Project.

Financial Impact:

This item imposes no impact on the Fiscal Year 2016/2017 budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. General Counsel and Procurement Manager have reviewed this item and the draft agreements.

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved Mountain-Desert Committee Date: October 14, 2016

Witnessed By:

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General Contract Information									
Contract No.	17 1001504	Ger				Vondor	No . 0000E		
Contract No:	17-1001596	_		ment No.:	0		No.: 00085		
Vendor/Customer Name:		City of Adelanto So					? Yes X No		
Description:			IS 395 Agreeme	ent					
Start Date:	Expiration Date: 12/31/2019 Revised Expiration Date:								
Has Contract Te	erm Been Amended?	x No Yes - Please Explain							
List Any Related	d Contracts Nos.:	17-1001597							
Dollar Amount									
Original Contr	act	\$	-	Original Contir	ngency		\$ -		
Revised Contr				Revised Contin	0 3				
(Inclusive of Page 4) Amendmen		\$	-	(Inclusive of Pr Amend	dments)		\$ -		
Current Amendment		\$	-	Contingency Amendment			\$ -		
TOTAL CONTRACT VALUE		\$ -		TOTAL CONTINGENCY VALUE			\$ -		
				TOTAL DOLLAR (Contract Valu			\$ -		
			Contract A	uthorization					
Executive D	irector	Date:							
Executive Dire	ector Action:								
X Board of Dir	rectors	Date:	11/02/20	16					
Board of Dire	ectors Action:		To approve	agreement 17-	-100159 <i>6</i>	with the City	of Adelanto		
	Co	ontract N	/lanagemen	t: Payable/M	iscellan	eous			
Invoice Warnin	g: <u>20%</u>	Renew	als:		Туре:	Capital	PAA x Other		
Retention:	%	Maxim	ium Retentic	on: \$		<u>-</u>			
Services:	Construction x In	trgrnt/M0	OU/COOP	A & E Serv	vices	Other Profe	essional Services		
Disadvanta@	ged Business Enterpris	e (DBE)	Goa	al	%				
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E-76 and/or	CTC Date	(At	tach Copy)	Progra	am Suppl	ement No.:			
Finance Let	ter	Reversion	Date:		[EA No.:			
All of the ab	ove MUST be submitted	to FINANC	CE including o	riginals, amendr	ments and	l miscellaneous	transaction changes		
			Additional	Information					

Project Manager: Andrea Nieto

COOPERATIVE AGREEMENT NO. 17-1001596

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

CITY OF ADELANTO

FOR

FOR THE US-395 WIDENING PROJECT IN THE CITIES OF ADELANTO AND VICTORVILLE

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority Commission a ("SBCTC") and the City of ADELANTO ("CITY"), (SBCTC and CITY may be referred to herein as a "Party" and collectively "Parties").

WHEREAS, SBCTC is the lead agency for all phases of a project located in the City of ADELANTO and the City of VICTORVILLE on US-395 to widen the road between SR 18 and Chamberlain Way from one (1) to two (2) lanes each direction, and to install turn lanes and signals at various intersections within the project limits ("Project"); and

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

WHEREAS, the PROJECT cost for all phases shall be funded by Federal, State and Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program funds; and

WHEREAS, the Parties wish to delineate roles, and responsibilities relative to the Plans, Specifications and Estimate (PS&E), Right-of-Way ("ROW"), Construction, and Project Close Out activities of the PROJECT.

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

I. <u>SBCTC RESPONSIBILITIES</u>

SBCTC agrees:

Draft 08/23/16

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

- direction of SBCTC's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To provide all necessary ROW services to acquire right-of-way for the PROJECT through negotiated purchases of property, or if necessary, through eminent domain. Voluntary acquisitions may be acquired in the name of the jurisdiction in which the property lies.
- C. To coordinate with Caltrans for District condemnation evaluation and condemnation panel review meetings related to property acquisitions, if necessary, and to provide all documents necessary for Hearings of Resolutions of Necessity to be conducted before the San Bernardino County Transportation Commission in the event voluntary acquisition is not agreed to after the making of a statutory offer.
- D. To provide services related to utility coordination and relocation.
- E. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- F. To provide CITY an opportunity to review and comment on the PS&E, ROW, and Construction documents.
- G. To address, prior to incorporation in the project, any requests made by the CITY for any betterments and/or additional work and the source of funding of same under separate agreements or amendment to this agreement approved between the Parties.

II. CITY RESPONSIBILITIES

CITY agrees:

- A. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the Project documents.
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- C. To accept title to properties acquired for the Project and under the jurisdiction of the City upon close of escrow for voluntary purchases, and within thirty (30) days of presentation of quitclaim deeds for property acquired by SBCTC through eminent domain.
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E. City shall assist SBCTC as requested, and when necessary, exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facilities. City will accept title to non-exclusive utility easements to accommodate utility relocation where needed.

III. MUTUAL RESPONSIBILITIES

The Parties agree:

- A. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. This Agreement will be considered terminated upon completion of SBCTC's ROW (to include both ROW acquisition and utility relocation work), construction, property conveyance and Project closeout.
- C. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- D. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- E. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. If any clause or provisions of this Agreement is fully and finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the illegal, invalid or unenforceable clause or provision shall be deemed severed from this Agreement and the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- G. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- H. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- I. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- J. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees.

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If to SBCTC: Garry Cohoe

Director of Project Delivery

1170 West Third Street, Second Floor San Bernardino, CA 92410-1715 Telephone: (909) 884-8276

If to CITY: Wilson F. So

City Engineer

17451 Raccoon Avenue Adelanto, CA 92301

Telephone: (760) 246-2300 ext. 3063

IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto.

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

CITY OF ADELANTO

By:	By:
Robert A. Lovingood	Richard Kerr, Mayor
President, Board of Directors	City of Adelanto
Date:	Date:
	APPROVED AS TO FORM AND
APPROVED AS TO FORM	PROCEDURE:
	By:
	Curtis Wright
	CITY Attorney
By:	
Eileen Monaghan Teichert	
General Counsel	
By:	
Jeffery Hill	
Procurement Manager	

Contract Summary Sheet	Contract	Summary	Sheet
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General Contract Information									
Contract No: 1	7-1001597	<u> </u>	Amend	Iment No.: 0	Vendo	Vendor No.: 02324			
Vendor/Customer Nar	City of Victorville Sole Source? Yes X No								
Description:		US 395 Agreement							
Start Date: 11/	/02/2016	Expiration D	oate:	12/31/2019 Re	019 Revised Expiration Date:				
Has Contract Term Bee	en Amended?	x No Yes - Please Explain							
List Any Related Contr	acts Nos.:	17-1001596							
Dollar Amount									
Original Contract		\$	-	Original Contingency		\$ -			
Revised Contract (Inclusive of Prior Amendments)		\$	_	Revised Contingency (Inclusive of Prior Amendments)	\$ -			
Current Amendment	<u> </u>	\$	_	Contingency Amendr	•	\$ -			
TOTAL CONTRACT VALUE		\$	-	TOTAL CONTINGENCY	\$ -				
				TOTAL DOLLAR AUTH (Contract Value and C		\$ -			
		Co	ntract A	uthorization					
Executive Director		Date:							
Executive Director A	ction:								
X Board of Directors		Date:	11/02/20	116					
Board of Directors A	Action:	To	approve	agreement 17-100159	97 with the City	of Victorville			
	Cc	ontract Ma	nagemer	nt: Payable/Miscella	neous				
Invoice Warning:	20%	Renewals	S:	Type:	Capital	PAA x Other			
Retention:	%	Maximur	n Retentio	on: \$					
Services: Constru	uction x In	trgrnt/MOU	/COOP	A & E Services	Other Prof	essional Services			
Disadvantaged Bus	iness Enterprise	e (DBE)	Go	al <u></u> %	_				
		Contra	ict Mana	gement: Receivable					
E-76 and/or CTC Da	ate	(Atta	ch Copy)	Program Sup	plement No.:				
Finance Letter	i	Reversion Da	ate:		EA No.:				
All of the above MU	ST be submitted			originals, amendments a Information	nd miscellaneous	s transaction changes			

Project Manager: Andrea Nieto

COOPERATIVE AGREEMENT NO. 17-1001597

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

CITY OF VICTORVILLE

FOR

FOR THE US 395 WIDENING PROJECT IN THE CITIES OF ADELANTO AND VICTORVILLE

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WHEREAS, the PROJECT cost for all phases shall be funded by Federal, State and Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program funds; and

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Draft 09/1/16

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Draft 09/1/16

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Draft 09/1/16

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Director of Project Delivery

1170 West Third Street, Second Floor San Bernardino, CA 92410-1715 Telephone: (909) 884-8276

If to CITY: Brian Gengler

City Engineer P.O. Box 5001

Victorville, CA 92393-500 Telephone: (760) 955-5156

IN WITNESS THEREOF, this Agreement has been executed by the Parties hereto.

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

CITY OF VICTORVILLE

By:	Ву:
Robert A. Lovingood	Gloria Garcia, Mayor
President, Board of Directors	City of Victorville
Date:	Date:
	APPROVED AS TO FORM AND PROCEDURE:
	By:
APPROVED AS TO FORM	CITY Attorney
By:	
Eileen Monaghan Teichert	
General Counsel	
By:	
Jeffery Hill	
Procurement Manager	

San Bernardino Associated Governments

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



•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority

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

Minute Action

AGENDA ITEM: 4

Date: October 14, 2016

Subject:

Lenwood Grade Separation Excess Land

Recommendation:

That the Mountain/Desert Policy Committee recommended the Board, acting in its capacity as the San Bernardino County Transportation Commission:

Find and determine that APN 0422-041-07 and APN 0422-042-12 are surplus parcels for the Lenwood Grade Separation Project and are no longer necessary for construction, staging, storage, or mitigation/exchange on the project or any other anticipated future use, and authorize disposition of said surplus parcels.

Background:

Per SANBAG's cooperative agreement C11199 with the City of Barstow and San Bernardino County, SANBAG has been the lead agency for final design, right of way, and construction phases of the Lenwood Grade Separation project. Per C11199, SANBAG, under the Commission's authority and in the Commission's name, made involuntary acquisitions of properties for the project use. The properties listed in the recommendation are remnants of larger parcels of which only a portion was required for the project. The remaining portion of property 0422-042-12 was used during construction for staging and the remaining portion of 0422-042-12 was determined to be an uneconomic remnant relative to its original use.

Construction is complete for the Lenwood Grade Separation Project and it has been determined that these properties are no longer necessary for construction, staging, storage, or mitigation/exchange on the project, or any future use. Per the terms of the settlement agreements of parcels 0422-041-07 and 0422-042-12, the previous owners of these two parcels, Naji Razzouk, and Nabil and Janet Razzouk, shall have a right of first refusal to repurchase the excess remaining of these two parcels on the same terms that the Commission would offer to others. Prior to the disposition of any property, the Commission must determine whether the property is needed for any future use and the Commission must declare the property as excess. Staff is recommending the Commission make these findings.

The properties listed below have been identified to be surplus to the needs of this joint agency project and are immediately adjacent to the project area:

APN	Former Owner	Address	Property Type
0422-041-07	Naji Razzouk, and Nabil and Janet Razzouk	24933 West Main St, Barstow	Vacant Land
0422-042-12	Naji Razzouk, and Nabil and Janet Razzouk	24917 West Main St, Barstow	Vacant Land

Entity: CTC

Mountain-Desert Committee Agenda Item October 14, 2016 Page 2

In preparation for sale, staff will ensure full clearance of all improvements, that a new legal description is prepared for each remnant parcel, that the value has been determined, and that the Commission has the ability to convey clear title of the surplus property.

Based on and subject to applicable government codes and guidelines regarding disposition of surplus property, staff recommends that the above referenced parcels be declared by the Commission as surplus and approved for immediate offer for sale.

Financial Impact:

This item is consistent with the current Fiscal Year 2016/2017 budget under sub-task 881.

Reviewed By:

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

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Mountain-Desert Committee
Date: October 14, 2016
Witnessed By:

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2016

WIOCH I		1							Ī			
Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rich Kerr			**	X	**	X*	**	**				
City of Adelanto				Λ		Λ						
Curt Emick	X*	X*	**	X	**	X	**	**	X			
Town of Apple Valley	Λ	Λ		Λ		Λ			Λ			
Julie McIntyre			**	X	**	X	**	**	X			
City of Barstow				Λ		Λ			Λ			
Bill Jahn	X	X	**	X	**	X	**	**	\mathbf{X}			
City of Big Bear Lake	Λ	Λ		Λ		Λ			Λ			
Eric Schmidt	X	X	**	X	**		**	**				
City of Hesperia	Λ	Λ		Λ								
Ed Paget	X	X	**		**	X	**	**	X			
City of Needles	Λ	Λ				Λ			Λ			
Joel Klink	X	X	**	X*	**		**	**	X			
City of Twentynine Palms	Λ	Λ		Λ					Λ			
Ryan McEachron	X	X	**	X	**		**	**	\mathbf{X}			
City of Victorville	Λ	Λ		A					Λ			
George Huntington	X	X	**		**	X	**	**	X			
Town of Yucca Valley	Λ	Λ				Λ			Λ			
Robert Lovingood	X	X	**	X	**	X	**	**	\mathbf{X}			
County of San Bernardino	Λ	Λ		Λ		Λ			Λ			
Janice Rutherford			**		**		**	**				
County of San Bernardino												
James Ramos			**		**		**	**				
County of San Bernardino												

^{*}Non-voting City Representative attended + Measure I Committee representative

^{**}The Mountain/Desert Committee did not meet

^{***} New SANBAG Board Member

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 Disadvantaged Business Enterprise DBE Federal Demonstration Funds DEMO DOT Department of Transportation EΑ **Environmental Assessment** Elderly and Disabled E&D

EIR Environmental Impact Report (California)
EIS Environmental Impact Statement (Federal)

Elderly and Handicapped

EPA Environmental Protection Agency FHWA Federal Highway Administration

FSP Freeway Service Patrol

E&H

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

SANBAG Acronym List

MAGLEV Magnetic Levitation

MARTA Mountain Area Regional Transportation Authority

MBTA Morongo Basin Transit Authority

MDAB Mojave Desert Air Basin

MDAQMD Mojave Desert Air Quality Management District

MOU Memorandum of Understanding MPO Metropolitan Planning Organization

MSRC Mobile Source Air Pollution Reduction Review Committee

NAT Needles Area Transit

NEPA National Environmental Policy Act

OA Obligation Authority

OCTA Orange County Transportation Authority
PA&ED Project Approval and Environmental Document

PASTACC Public and Specialized Transportation Advisory and Coordinating Council

PDT Project Development Team

PNRS Projects of National and Regional Significance
PPM Planning, Programming and Monitoring Funds

PSE Plans, Specifications and Estimates

PSR Project Study Report

PTA Public Transportation Account

PTC Positive Train Control

PTMISEA Public Transportation Modernization, Improvement and Service Enhancement Account

RCTC Riverside County Transportation Commission

RDA Redevelopment Agency RFP Request for Proposal

RIP Regional Improvement Program

RSTIS Regionally Significant Transportation Investment Study

RTIP Regional Transportation Improvement Program

RTP Regional Transportation Plan

RTPA Regional Transportation Planning Agencies

SB Senate Bill

SAFE Service Authority for Freeway Emergencies

SAFETEA-LU Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users

SCAB South Coast Air Basin

SCAG Southern California Association of Governments
SCAQMD South Coast Air Quality Management District
SCRRA Southern California Regional Rail Authority

SHA State Highway Account

SHOPP State Highway Operations and Protection Program

SOV Single-Occupant Vehicle
SRTP Short Range Transit Plan
STAF State Transit Assistance Funds

STIP State Transportation Improvement Program

Surface Transportation Program STP **Technical Advisory Committee** TAC Trade Corridor Improvement Fund **TCIF** TCM **Transportation Control Measure TCRP** Traffic Congestion Relief Program TDA Transportation Development Act TEA Transportation Enhancement Activities Transportation Equity Act for the 21st Century TEA-21

TMC Transportation Management Center

TMEE Traffic Management and Environmental Enhancement

TSM Transportation Systems Management

TSSDRA Transit System Safety, Security and Disaster Response Account

USFWS United States Fish and Wildlife Service VCTC Ventura County Transportation Commission

VVTA Victor Valley Transit Authority

WRCOG Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

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

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

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

Approved June 2, 1993 Reaffirmed March 6, 1996