

AGENDA

Plans and Programs Policy Committee

June 20, 2012
12:00 p.m.

Location
SANBAG

Super Chief Conference Room
1170 West 3rd Street, 2nd Floor
San Bernardino, CA

Plans and Programs Committee Membership

Chair

Bill Jahn, Mayor
City of Big Bear Lake

East Valley Representatives

Larry McCallon, Mayor
City of Highland

Patrick Morris, Mayor
City of San Bernardino

Dick Riddell, Mayor
City of Yucaipa

West Valley Representatives

Paul Eaton, Mayor
City of Montclair

Alan Wapner, Council Member
City of Ontario

Vice Chair

L. Dennis Michael, Mayor
Rancho Cucamonga

Mountain/Desert Representatives

Rick Roelle, Council Member
Town of Apple Valley

George Huntington, Council Member
Town of Yucca Valley

San Bernardino County

Brad Mitzelfelt, Supervisor

Janice Rutherford, Supervisor

Neil Derry, Supervisor

Gary Ovitt, Supervisor

Josie Gonzales, Supervisor

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

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

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

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

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

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

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

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

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

Plans and Programs Policy Committee

**June 20, 2012
12:00 p.m.**

**LOCATION:
SANBAG**

*Super Chief Conference Room
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA*

CALL TO ORDER - 12:00 p.m.
(Meeting Chaired by Mayor Bill Jahn)

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
- IV. Agenda Notices/Modifications – Mary Mayes

Notes/Action

1. Possible Conflict of Interest Issues for the SANBAG Plans and Programs Meeting of June 20, 2012 Pg. 7

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

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

Administrative Matters

2. Plans and Programs Attendance Roster Pg. 9

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Discussion Items

Administrative

3. **Election of Committee Chair and Vice Chair** Pg. 11

Conduct elections for members to serve as Chair and Vice Chair of the SANBAG Plans and Programs Policy Committee for terms to end June 30, 2013. **Steve Smith**

Transportation Programs and Fund Administration

4. **San Bernardino County Transportation Analysis Model (SBTAM)** Pg. 18

Receive information on the validation and 2035 forecasts for SBTAM.
Steve Smith

5. **Jurisdiction Master Agreement with the City of Upland** Pg. 27

That the Committee recommend the Board approve C12025, Jurisdiction Master Agreement with the City of Upland. **Steve Smith**

6. **Regional Greenhouse Gas Inventory and Reduction Plan Memorandum of Understanding (C13017) for City of Colton** Pg. 41

That the Committee recommend the Board approve Contract C13017 between SANBAG and the City of Colton for the preparation of a Regional Greenhouse Gas Inventory and Reduction Plan and related Environmental Impact Report. **Steve Smith**

Regional and Quality of Life Programs

7. **Contract for Solar Power Site Assessments as part of a Regional Joint Solar Power Purchase Agreement Program** Pg. 64

That the Committee recommend the Board approve:

1. Contract 12142 with Newcomb Anderson McCormick for Solar Power Site Assessment Services (Attachment A) in an amount not-to-exceed \$421,410 for a contract term as described by Recommendation 3;
2. Budget amendment to transfer of \$16,678 from Task 0490 (Council of Governments New Initiatives) to Task 0492 (Joint Solar Power Purchase Agreement) for a total of \$43,410 to be funded from already collected General Assessment Dues; and
3. Exception to SANBAG's Procurement Policy No. 11000 and allow this contract to have a five-year term, which exceeds the three-year maximum term identified in the policy for standard SANBAG contracts. **Duane Baker**

Discussion Items – Continued

Regional and Quality of Life Programs-cont.

8. Contracts to implement and Finance a Property Assessed Clean Energy (PACE) Program in San Bernardino County Pg. 72

That the Committee recommend the Board approve the following contracts related to the formation of an on-going operation of a PACE Program and approve an exception to SANBAG Policy to allow for the terms of these contracts to exceed three-years.

1. Contract 12141 with The PFM Group to serve as Financial Advisor and Program Manager for a PACE Program for a contract term as described by Recommendation 5.
2. Contract 12245 with Best, Best and Krieger LLP to provide legal services related to the formation and on-going operation of a PACE Program for a contract term as described by Recommendation 5.
3. Contract 12247 with David Taussig & Associates to provide Special Tax Consultant and Assessment Engineering services related to the formation and on-going operation of a PACE Program for a contract term as described by Recommendation 5.
4. Contract 12248 with Westhoff, Cone & Holmstedt to provide Placement Agent services related to the formation and on-going operation of a PACE program for a term as described by Recommendation 5; and
5. Approve five-year contract terms for Contract Nos. C12141, C12245, C12247, and C12248, which exceed the three-year contract term identified in SANBAG's Procurement Policy 11000. **Duane Baker**

9. Amend agreement with the California Highway Patrol (CHP) C12175 for the addition of one half of a full-time CHP Officer for the supervision and daily operational oversight of the Freeway Service Patrol (FSP) Program and to reduce the amount of overtime funds. Pg. 87

- 1) Amendment No. 1 to Cooperative Agreement No. C12175 with the California Highway Patrol to provide additional funds in the amount of \$241,008.52 for the addition of one half of a full-time Officer, to provide supervision and daily oversight of the Freeway Service Patrol Program over a three-year period and to reduce the current overtime funds by \$30,000 in consideration for the addition of the one-half of the CHP Officer. The new not-to-exceed amount of this contract shall be \$361,008.52.
- 2) Budget Amendment to Task 704, Freeway Service Patrol Program, for fiscal year 12/13 to increase Service Authority for Freeway Emergency (SAFE) funds in the amount \$28,751 for a total budget of \$1,943,011 as specified in the Financial Impact Section. **Duane Baker**

Comments from Committee Members

Brief Comments from Committee Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Acronym List

Pg. 93

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information, contact Mary Mayes at (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

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

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

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

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

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

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

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

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

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 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 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.
- 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.

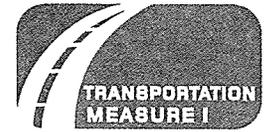
The Chair

- 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 Board/Committee 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



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

Minute Action

AGENDA ITEM: 1

Date: June 20, 2012

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Contractor/Agents	Subcontractors
8	C12141	The PFM Group Michael Berwanger Laura Franke Craig Hoshijima Hana Hu	
8	C12245	Best Best and Krieger, LLP Warren Diven John Rottschaefer	

*

	<p><i>Approved</i> Plans and Programs Committee</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG	X	CTC		CTA	SAFE	CMA	
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Check all that apply.

8	C12247	David Taussig & Associates <i>Andrea Roess</i> <i>Donna Segura</i>	
8	C12248	Westhoff, Cone & Holmstedt <i>Tony Cone</i> <i>Mark Holmstedt</i>	
8	C12142	Newcomb Anderson McCormick <i>Russell Driver</i>	Michael Wall Engineering <i>Michael Wall</i> ZFA Structural Engineers <i>Mark Moore</i>

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

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

AGENDA ITEM: 2

PLANS & PROGRAMS POLICY COMMITTEE ATTENDANCE RECORD - 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Bill Jahn, Chair Big Bear Lake	X	X	X	X	X							
L. Dennis Michael, Vice Chair City of Rancho Cucamonga	X			X	X							
Rick Roelle Town of Apple Valley	X	X			X							
Larry McCallon City of Highland	X	X		X	X							
Paul Eaton City of Montclair	X	X		X	X							
Alan Wapner City of Ontario	X	X		X								
Patrick Morris City of San Bernardino	X	X	X	X	X							
Dick Riddell City of Yucaipa	X	X	X	X	X							
George Huntington Town of Yucca Valley	X	X	X	X	X							
Gary Ovitt Board of Supervisors	X	X	X	X								
Josie Gonzales Board of Supervisors	X	X	X									
Neil Derry Board of Supervisors	Self-Suspension 5/3/2011	X	X	X	X							
Janice Rutherford Board of Supervisors	X			X	X							
Brad Mitzelfelt Board of Supervisors	X	X	X	X								

X = Member attended meeting.

Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

AGENDA ITEM: 2

PLANS & PROGRAMS POLICY COMMITTEE ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rick Roelle Town of Apple Valley	X	X	X	X	X		X	X	X	X	X	X
Bill Jahn Big Bear Lake	X	X	X	X	X	X	X	X	X	X	X	X
Larry McCallon City of Highland			X	X	X			X	X	X	X	X
Paul Eaton City of Montclair		X		X		X		X	X		X	X
Alan Wapner City of Ontario	X	X	X	X	X	X	X	X	X	X	X	X
L. Dennis Michael City of Rancho Cucamonga			X	X	X	X	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga		X										
Patrick Morris City of San Bernardino	X	X	X	X	X		X	X	X	X	X	X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
George Huntington Town of Yucca Valley	X	X	X	X	X	X	X	X	X	X	X	X
Neil Derry Board of Supervisors	X	X	X		Self Suspension as of 5/3/2011							
Josie Gonzales Board of Supervisors	X		X	X	X		X	X	X			
Brad Mitzelfelt Board of Supervisors	X	X	X		X	X	X	X		X	X	
Gary Ovitt Board of Supervisors	X	X	X		X	X	X	X	X	X		X
Janice Rutherford Board of Supervisors		X	X			X	X	X	X	X	X	X

X = Member attended meeting.

Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Administrative Committee Membership consists of 12 SANBAG Board Members: SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee Chairs are included in this policy committee. Note: Should the chairs of the Plans and Programs, Commuter Rail and Transit, and either the Major Projects or Mountain/Desert committees all be from the East Valley, all from the West Valley, or all from the Mountain/Desert, additional members will be added to maintain geographical balance. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative 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.</p>	<p>Janice Rutherford, Supervisor, Vice President (Chair) Larry McCallon, Highland, President (Vice Chair) Brad Mitzelfelt, Supervisor, Past President Pat Morris, San Bernardino* (Chair - CRIC) Jim Harris, Twentynine Palms (Chair - MDC) Richard Riddell, Yucaipa (Chair - MPC) Bill Jahn, Big Bear Lake (Chair - PPC) Neil Derry, Supervisor Josie Gonzales, Supervisor Ed Graham, Chino Hills Mike Leonard, Hesperia Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Rick Roelle, Apple Valley Ed Scott, Rialto Dennis Yates, Chino</p>	<p>6/30/2012 6/30/2012 6/30/2012</p>
<p>Commuter Rail & 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</p>	<p>Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Neil Derry, Supervisor Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Richard Riddell, Yucaipa Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2012) Indeterminate (6/30/2012) 12/31/2012 12/31/2012 12/31/2012 12/31/2012 Indeterminate 12/31/2012 12/31/2012 12/31/2012 Indeterminate</p>

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Plans & Programs Committee Membership consists of 14 Board Members: 3 city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions All County Supervisors City members shall be elected by caucus of city SANBAG Board Members within the subarea.</p>	<p>Provides ongoing policy level oversight for: (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. Committee has authority to approve contracts in excess of \$25,000 with notification to Board of Directors</p>	<p>Bill Jahn, Big Bear Lake (Chair) L. Dennis Michael, Rancho Cucamonga (Vice Chair) Neil Derry, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor George Huntington, Yucca Valley Larry McCallon, Highland Brad Mitzelfelt, Supervisor Patrick Morris, San Bernardino Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Janice Rutherford, Supervisor Alan Wapner, Ontario</p>	<p>12/31/2013 (6/30/2012) 12/31/2013 (6/30/2012) Indeterminate 12/31/2012 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013</p>

Policy Committee Meeting Times

- Administrative Committee Second Wednesday, 9:00 a.m., SANBAG Offices
- Commuter Rail & Transit Committee Third Thursday, 12:00 noon, SANBAG Offices
- Major Projects Committee Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
- Mountain/Desert Committee Third Friday, 9:00 a.m., Apple Valley
- Plans & Programs Committee Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	<p>Audit Subcommittee (for FY 2010-2011 Audit) - SANBAG President – Larry McCallon, Highland - Vice President – Janice Rutherford, Supervisor - Immediate Past President – Brad Mitzelfelt, Supervisor - Presidential Appointment – Walt Stanekowitz, Grand Terrace</p>
<p>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland</p>

SANBAG Policy Committee Membership

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>
<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>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.</p>	<p>Meets the second Tuesday every other even 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>

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff.</p> <p>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.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act meetings.</p>	<p>Varies with the PDT, at SANBAG.</p>



- 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: June 20, 2012

Subject: San Bernardino County Transportation Analysis Model (SBTAM)

Recommendation:* Receive information on the validation and 2035 forecasts for SBTAM.

Background: A contract was executed with Parsons Brinckerhoff, Inc. in May 2010 for development of SBTAM. SBTAM is designed to provide travel forecasts needed by SANBAG, Caltrans, and local jurisdictions for a wide range of transportation studies and analyses. The work is being conducted in partnership with Southern California Association of Governments (SCAG). Travel demand forecasting is fundamental to much of SANBAG's planning and project development work. Studies of existing and future traffic are required for all of SANBAG's highway projects, and play an important role in addressing various policy issues.

SBTAM was derived from the SCAG Version 5 (V5) trip-based regional travel demand model and runs on TransCAD software. Its structure is consistent with the SCAG V5 model, while employing a more refined traffic analysis zone (TAZ) system in San Bernardino County, and a more aggregate zone structure outside the county. SBTAM was developed using the SCAG Subregional Model Development Tool (SMDT). SBTAM replaces the former RIVSAN subregional travel demand model, which is no longer being supported by SCAG. The model is designed as the primary travel demand forecasting tool for use throughout San Bernardino County, including the Valley, Victor Valley, Morongo Basin, and other Mountain/Desert subareas.

*

Approved

Plans and Programs Committee

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

X	COG	X	CTC		CTA		SAFE		CMA
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Check all that apply

PPC1206b-ss

Attachments: PPC1206b1-ss; PPC1206b2-ss

The development of SBTAM is the first major application of SCAG’s SMDT, and SCAG is relying on the experience of SANBAG and its consultant to identify ways to improve the SMDT for broader regional application.

The first major application of SBTAM is in support of the Project Approval/Environmental Documentation (PA/ED) work for the I-10 Corridor Project, the I-15 Project Study Report (PSR), and the Toll and Revenue Studies for these facilities. The model has also been used to provide benefit assessments of several interchanges in support of applications for state funds. Some of the specific anticipated uses of SBTAM include: highway design and environmental studies for facilities ranging from freeways to arterials, traffic impact analysis reports for development projects, general plans, land use policy analysis, and subregional transportation studies. Initiation of a County Transportation Plan is anticipated in Fiscal Year 2012-2013 in preparation for the next SCAG RTP/SCS cycle, and this would employ SBTAM as well.

A set of validation tests has been completed for SBTAM comparing 2008 model results against 2008 traffic flows. Validation is needed because the model is a simulation of complex travel behavior and choices made by millions of travelers in Southern California each day. Each of the four major modeling steps were tested: trip generation (how many trips), trip distribution (where the trips go), mode choice (the mode of travel they use to get there), and trip assignment (the paths they take).

The full set of validation results is provided in the SBTAM Validation Report. The trip assignment results are highlighted here, because they represent the “bottom line” of the accuracy of the modeling process. The validation of this step is based on a comparison of daily traffic volumes across “screenlines.” These are imaginary lines that cut across the simulated roadway network. Figure 1 shows the set of screenlines used for the validation of the assignment in the Valley subarea. Figure 2 shows the set of screenlines used for the validation of the assignment in the Victor Valley subarea. Screenline maps for other parts of the Mountain/Desert area are not shown.

Table 1 shows a comparison of the simulated 2008 daily traffic volumes from SBTAM versus the volumes from actual 2008 counts for each screenline. The ID numbers in the first column correlate to screenline numbers in Figures 1 and 2. The Transportation Research Board provides guidelines for what is considered a reasonable deviation of model volumes from the actual counts of traffic volume for each screenline. The allowable percentage deviation is higher for the lower volume screenlines.

Figure 1. Validation Screenlines for the Valley Subarea

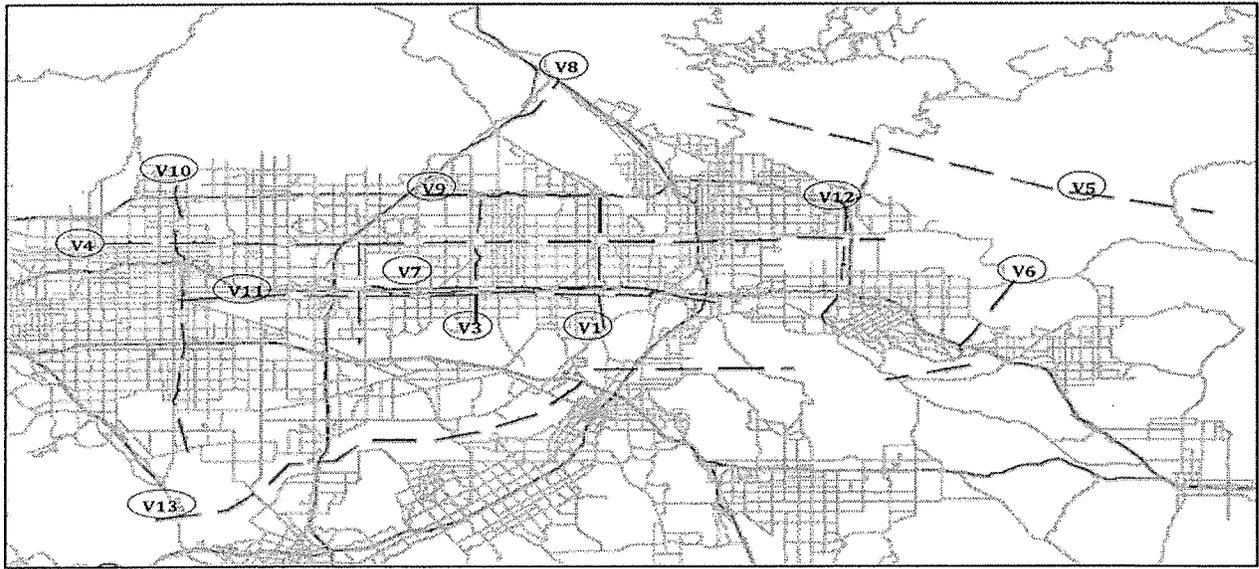


Figure 2. Validation Screenlines for the Victor Valley Subarea

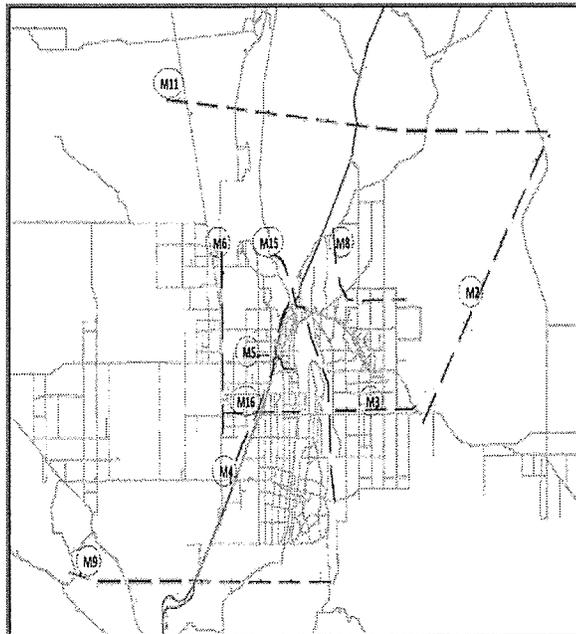


Table 1 indicates that all screenlines fall within the maximum desired deviation of 2008 daily simulated traffic volume versus the actual traffic counts. The fact that the countywide totals are within one percent of the actual traffic counts indicates that SBTAM is producing simulated volumes that are in line with the actual counts overall, even though the simulated volumes are high in some areas and low in others. Traffic studies take these over-prediction and under-prediction trends into account by making similar adjustments to the future volumes. If the 2008 simulated volumes are lower than 2008 counts, for example, a comparable upward adjustment is made to future volumes that are forecast by the model.

Travel demand forecasts for 2035 were based on the forecasts of population, employment, and other demographic data generated in the process of developing the SCAG 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The growth forecasts used for SBTAM are consistent with those used for the RTP/SCS. The growth forecasts were input into SBTAM at the TAZ level, as were all planned highway and transit facilities, consistent with the SCAG 2035 "Plan" network.

A general assessment of traffic volume growth between 2008 and 2035 can be obtained by comparing volumes at the same screenlines as shown above. Table 2 shows both the 2008 and 2035 volumes for the screenlines for the Valley, referenced to Figure 1. Table 3 shows the volume comparison for the Victor Valley and selected other Mountain/Desert screenlines. The estimated percentage growth can be seen for each screenline in the last column.

Overall, the Valley shows a projected 43% increase in traffic volumes between 2008 and 2035, or about 1.3% per year on a compounded basis. This is a slightly lower growth rate than has occurred over the last 20 years, but is still significant on a cumulative basis. The increase in the Mountain/Desert area is projected at 51%, slightly higher than the Valley. These growth rates are predicated on population and employment growth being consistent with the SCAG forecasts, and no major changes in trip-making behavior, in terms of how far, how frequently, and by what mode people continue to make trips.

Table 1. Valley and Mountain/Desert Screenline Results

ID	Street Name	No. of Locations	Daily Traffic Count	Max Desirable Deviation	2008 SBTAM ADT	% Diff (Model Count)
VALLEY SUBREGION SCREENLINES						
1	North/South east of Riverside Avenue	17	352,966	15.9%	402,723	14.1%
2	North/South west of Etiwanda Avenue	12	303,769	16.8%	292,596	-3.7%
3	North/South east of Citrus Avenue	17	443,102	14.7%	439,813	-0.7%
4	East/West north of Arrow Highway	62	974,525	11.2%	938,763	-3.7%
5	East/West north of SR-210 at foothills	3	32,900	38.6%	40,627	23.5%
6	North/South west of Yucaipa Blvd	6	186,552	19.8%	182,774	-2.0%
7	East/West north of I-10 between I-15 and I-215	13	297,177	17.0%	324,603	9.2%
8	East/West South of I-215/I-15 Junction	5	212,117	18.9%	229,105	8.0%
9	East/West south of SR-210 between I-15 and I-215	11	150,779	21.2%	144,962	-3.9%
10	North/South east of Euclid Avenue	42	910,127	11.4%	934,611	2.7%
11	East/West south of I-10	27	840,408	11.7%	817,733	-2.7%
12	North/south west of SR-215	14	389,540	15.3%	362,177	-7.0%
13	East/West north of SR-91	22	741,496	12.3%	761,152	2.7%
VALLEY SUBREGIONL TOTAL			5,835,4		5,871,6	0.6%
MOUNTAIN SUBREGION SCREENLINES						
1	North/South - South of I-15/Old Highway 58	4	71,672	28.4%	74,844	4.4%
2	North/South - West of SR-247/Barstow Road	2	13,400	53.0%	11,380	-15.1%
3	East/West - North of Bear Valley Road/East of Yates Road	5	61,200	30.7%	50,324	-17.8%
4	North/South - West of I-15	8	161,624	20.7%	152,886	-5.4%
5	East/West - North of Palmdale Road (SR-18)/North of	9	178,183	20.1%	167,022	-6.3%
6	North/South - East of US-395	8	52,939	32.0%	59,507	12.4%
7	East/West - North of I-15/East of SR-58	5	45,669	33.6%	36,165	-20.8%
8	East/West - North of Happy Trails Highway (SR-18)	6	19,015	47.3%	16,136	-15.1%
9	East/West - North of Cajon Pass	6	181,524	20.0%	204,454	12.6%
10	East/West - South of SR-247 (Big Bear Area)	2	6,735	59.4%	6,354	-5.7%
11	East/West - North of SR-18/North of Dale Evans Parkway	6	95,866	25.0%	95,710	-0.2%
12	North/South - North of SR-15/West of Bartow Road	4	101,340	24.6%	92,802	-8.4%
13	North/South - North of SR-18/North of Dale Evans Parkway	6	71,217	28.7%	61,970	-13.0%
14	North/South - South of SR-62/West of US Highway 95	3	29,300	41.0%	34,205	16.7%
15	North/South - East of I-15 / North of State Highway 173	6	141,441	21.8%	138,362	-2.2%
16	East/West - East of US Highway 395/North of Bear Valley	18	254,881	17.5%	230,809	-9.4%
17	East/West - South of SR-247/East of SR-18	2	4,200	62.9%	5,741	36.7%
18	North/South - East of SR-247/North of 29 Palms Highway	3	16,157	50.0%	15,163	-6.1%
19	East/West - North of I-10/ South of 29 Palms Highway	3	29,699	40.4%	29,464	-0.8%
MOUNTAIN SUBREGION TOTAL			1,536,0		1,483,3	-3.4%
SAN BERNARDINO COUNTY TOTAL			7,371,5		7,354,9	-0.2%

SANBAG staff has begun to structure an approach to manage SBTAM and access to it by potential users. The overall approach has been discussed with the Transportation Technical Advisory Committee, but additional detail is needed. Attachment 1 describes the basic elements of the approach, in which SANBAG would maintain and periodically update the SBTAM “master files” and would provide access to the model on a project-by-project basis for qualified model users. SANBAG staff would also expect to perform basic model runs for both in-house use and for outside parties. The operation would be similar to the fee-for-service approach employed in SANBAG’s partnership with SCAG in the RIVSAN era, in which SANBAG would serve as the coordinating entity between traffic consultants, who desired model results, and SCAG, who would perform model runs and be reimbursed by fees charged by SANBAG to the consultants. SCAG is no longer taking on the role of a vendor for performing modeling runs, and that responsibility will fall to SANBAG or its consultants, now that SBTAM is available.

It should be noted that SBTAM, like all new travel demand models, will require fine-tuning and adjustment as the model is applied. Traffic forecasts will be better in some areas than in others, and improvements will inevitably be required. In addition, SCAG also updates the Regional Model periodically, usually with each RTP cycle, and SBTAM will need to keep pace with those improvements. Thus, additional investment will be required on a recurring basis. Specific improvement needs will be identified at the appropriate time in the future.

Financial Impact: This item is consistent with the approved Fiscal Year 2011/2012 SANBAG Budget, Task 0202, Transportation Modeling and Forecasting.

Reviewed By: This item will be reviewed by the Plans and Programs Committee on June 20, 2012.

Responsible Staff: Steve Smith, Director of Planning

Table 2. Comparison of 2035 and 2008 Daily Traffic Volumes at Screenlines in the Valley Subarea

ID	Street Name	2008 SBTAM	2035 SBTAM Model ADT	Growth%
1	North/South east of Riverside Avenue	402,723	569,276	41%
2	North/South west of Etiwanda Avenue	292,596	393,118	34%
3	North/South east of Citrus Avenue	439,813	608,742	38%
4	East/West north of Arrow Highway	938,763	1,309,273	39%
5	East/West north of SR-210 at foothills	40,627	83,951	107%
6	North/South west of Yucaipa Blvd	182,774	268,842	47%
7	East/West north of I-10 between I-15 and I-215	324,603	429,268	32%
8	East/West South of I-215/I-15 Junction	229,105	360,541	57%
9	East/West south of SR-210 between I-15 and I-215	144,962	181,800	25%
10	(SCAG SCREENLINE 6): North/South east of Euclid Avenue	934,611	1,298,147	39%
11	(SCAG SCREENLINE 7): East/West south of I-10	817,733	1,168,966	43%
12	(SCAG SCREENLINE 9): North/south west of SR-215	362,177	527,991	46%
13	(SCAG SCREENLINE 30): East/West north of SR-91	761,152	1,182,027	55%
VALLEY SUBREGION TOTAL		5,871,640	8,381,942	43%

Table 3. Comparison of 2035 and 2008 Daily Traffic Volumes at Screenlines in the Mountain/Desert Subareas

ID	Street Name	2008 SBTAM	2035 SBTAM	Growth%
1	North/South - South of I-15/Old Highway 58	74,844	111,634	49%
2	North/South - West of SR-247/Barstow Road	11,380	17,885	57%
3	East/West - North of Bear Valley Road/East of Yates Road	50,324	56,625	13%
4	North/South - West of I-15	152,886	217,383	42%
5	East/West - North of Palmdale Road (SR-18)/North of Green Tree Boulevard	167,022	263,784	58%
6	North/South - East of US-395	59,507	109,373	84%
7	East/West - North of I-15/East of SR-58	36,165	43,809	21%
8	East/West - North of Happy Trails Highway (SR-18)	16,136	28,497	77%
9	(SCAG Screenline 13): East/West - North of Cajon Pass	204,454	338,181	65%
10	(SCAG Screenline 13): East/West - South of SR-247 (Big Bear Area)	6,354	6,853	8%
11	(SCAG Screenline 20): East/West - North of SR-18/North of Dale Evans Parkway	95,710	161,142	68%
12	North/South - North of SR-15/West of Bartow Road	92,802	135,896	46%
13	(SCAG Screenline 31): North/South - North of SR-18/North of Dale Evans Parkway	61,970	95,270	54%
14	(SCAG Screenline 32): North/South - South of SR-62/West of US Highway 95	34,205	59,709	75%
15	(SCAG Screenline 34): North/South - East of I-15 / North of State Highway 173	138,362	216,571	57%
16	East/West - East of US Highway 395/North of Bear Valley	230,809	312,897	36%
MOUNTAIN SUBREGION TOTAL		1,483,300	2,239,479	51%

Attachment 1

Process for providing access to the San Bernardino County Transportation Analysis Model (SBTAM) (Draft, discussed with the Transportation Technical Advisory Committee, April 30, 2012)

Overall Principles of SBTAM Maintenance and Access:

- Provide easy, timely, and inexpensive access to SBTAM for planning and project work in SB County
- Provide a process for improving SBTAM networks, demographic data, and functionality over time
- Protect the integrity of the modeling process for individual projects
- Continue coordination with the SCAG model improvement program
- Maintain a set of master files containing the most current and accurate modeling data.

Levels of Access

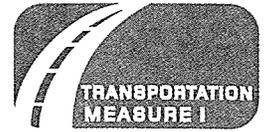
- Obtaining SBTAM outputs (no new modeling runs)
- Agency/consultant access to SBTAM (for purposes of modeling runs)
- Modeling requests processed by SANBAG (future)

Process for Obtaining SBTAM outputs (no new modeling required)

- Typical request would be 2008 and 2035 volume plots (AM peak period, PM peak period, and daily)
- Fill out model output request (electronic file) and submit to SANBAG designee. Request will include: project sponsor; name of consulting firm, name of person making request and associated contact information; name and location of project; purpose and scope of the project; specific outputs required (e.g. volume data and year); geographic area to be included; timeline by which the information is needed.
- SANBAG will provide electronic files (e.g. PDF files) containing the requested data, plus any additional files containing necessary background information for interpretation of results (e.g. socioeconomic data for zones in the area).

Agency/Consultant Access to SBTAM (for purposes of modeling runs)

- Access to SBTAM will be granted on a project-by-project basis for planning and project development work in San Bernardino County. Use of SBTAM on a project will require submittal and SANBAG approval of an SBTAM Request for Permission form. The form requires agreement to the terms and conditions of the use of SBTAM.
- Each additional project will require submission and approval of a separate Request for Permission form. Approval will be by the SANBAG Director of Planning. SANBAG retains the right to approve or deny any request.
- The Request for Permission form will contain the following: Project sponsor; name of project for which SBTAM is to be used; purpose and scope of the project; specific products to be generated; expected duration of the project (will require expiration date); responsible modeler(s); responsible principal and contact information; office location(s) where the model will be used; and agreement to terms and conditions.
- Jurisdictions/Consultants shall not distribute the model to other parties or to offices not listed as requiring SBTAM access in the Request for Permission form.
- A nominal fee will be established for receiving copies of SBTAM. There will be no charge for its use on SANBAG projects.
- Agencies/consultants may recommend changes to master network and TAZ data. SANBAG will maintain a log of the recommended changes and will make those changes to the master files periodically.
- Consultant is responsible for concurrence of project sponsors and CEQA lead agencies on the modifications to be made to the files.



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

Minute Action

AGENDA ITEM: 5

Date: June 20, 2012

Subject: Jurisdiction Master Agreement with the City of Upland

Recommendation:* That the Committee recommend the Board approve C12025, Jurisdiction Master Agreement with the City of Upland.

Background: The SANBAG Board adopted the Measure I 2010-2040 Strategic Plan in April 2009. As part of the Strategic Plan, the Board approved creation of the Valley Arterial sub-program under the Major Street Program. Strategic Plan Policies 40001 and 40006 provide the framework for administering the sub-program. Policy 40006 requires jurisdictions to execute a Jurisdiction Master Agreement with SANBAG before they are eligible for reimbursement of Measure I funds allocated to their jurisdiction under the sub-program.

A revised model Jurisdiction Master Agreement was approved by the SANBAG Board on June 1, 2011. This revision of the original model agreement serves as the basis for individual multi-year agreements that extend throughout Measure I 2010-2040, eliminating the need for annual agreement approvals for both jurisdictions and SANBAG. The contracts will end June 30, 2040.

The attached Jurisdiction Master Agreement for the City of Upland (C12025) was based on this revised version of the model agreement. The agreement refers to a "Funding Allocation and Project List" to be annually adopted by SANBAG.

*

Approved
Plans and Programs Committee

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.

PPC1206d-ss

Attachment: C12025; PPC1206d1-ss

The SANBAG Board adopted the Fiscal Year 2011-2012 Funding Allocation and Project List on July 6, 2011 (Attachment 1). The list contains the Measure I funding allocation information and the list of eligible projects for all Valley jurisdictions, including the City of Upland. The referenced allocations of Measure I 2010-2040 funds for the arterial portion of the Valley Major Street Program are contained in the Fiscal Year 2011-2012 SANBAG budget. The list of eligible projects is based on the first two years (plus prior expenditures) from the cities' Capital Project Needs Analysis (CPNA) submittals. Unspent allocations from the current fiscal year will roll over into the subsequent fiscal year. Jurisdictions may be reimbursed for the public share of project expenses up to the cumulative allocation limit, as documented in the funding allocation table.

Financial Impact: This item is consistent with the approved Fiscal Year 2012/2013 Budget, Task 0515, Valley Apportionment and Allocation

Reviewed By: This item will be reviewed by the Plans and Programs Committee on June 20, 2012. The Jurisdiction Master Agreement is pending review by both SANBAG General Counsel, and Contracts Manager.

Responsible Staff: Steve Smith, Director of Planning



CONTRACT SUMMARY SHEET

Contract No. C 12025 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Upland

Contract Description Jurisdiction Master Agreement

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: Approve Jurisdiction Master Agreement with City of Upland

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	N/A	Original Contingency Amount	\$	N/A
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$		TOTAL CONTINGENCY VALUE	\$	N/A
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>					\$ N/A

Contract Start Date 7/11/2012	Current Contract Expiration Date 6/30/2040	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0515.

A Budget Amendment is required.

How are we funding current FY? N/A

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:

Amount to be determined at time of allocation.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ % Underutilized DBE (UDBE) Goal _____ %

Steve Smith

Task Manager (Print Name)

Steve Smith

Project Manager (Print Name)

Jeffery Hill

for Contracts Manager (Print Name)

WILLIAM STAWARSKI

Chief Financial Officer Signature (Print Name)

Steve Smith
Signature

Date

Steve Smith
Signature

Date

Jeffery Hill
Signature

6/12/12
Date

William Stawarski
Signature

6/12/12
Date

Date

**JURISDICTION MASTER AGREEMENT NO. C12025
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF UPLAND**

THIS AGREEMENT is made and entered into as of the effective date, as defined herein, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Upland (hereinafter referred to as "CITY").

RECITALS

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement (AGREEMENT) is to be carried out in accordance with the policies in the most current Measure I 2010-2040 Strategic Plan, as adopted by the SANBAG Board of Directors; and

WHEREAS, SANBAG will annually adopt a Measure I funding allocation and project list for the Valley Major Street Program – Arterial Subprogram, based on SANBAG's annual budget and CITY'S Capital Project Needs Analysis (CPNA); and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible project expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds in an amount that is determined by SANBAG as part of its annual approval of the Measure I allocation for that program;

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

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided for in Section III, within thirty (30) days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable project expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.
2. To annually adopt a Measure I funding allocation and project list (hereinafter referred to as "FUNDING ALLOCATION AND PROJECT LIST") for the Valley Major Street Program – Arterial Subprogram, based on SANBAG's annual budget and CITY'S Capital Project Needs Analysis (CPNA) submittal to SANBAG for the applicable fiscal year. SANBAG will notify CITY of the Measure I allocation and the list of projects eligible for reimbursement within approximately thirty (30) days of such action, which will also constitute authorization for CITY to begin invoicing for the applicable fiscal year.
3. Except as provided below in Section II Article 8, when conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. That only eligible project-specific work activities, as set forth in SANBAG's annually adopted FUNDING ALLOCATION AND PROJECT LIST, that also conform to the SANBAG Nexus Study and are included as projected expenditures in the first two years of the applicable Capital Project Needs Analysis (CPNA) or referenced as "prior" expenditures in the CPNA will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds. Prior expenditures must be eligible under the Advance Expenditure policies in Section V.C of the SANBAG Measure I 2010-2040 Strategic Plan Policy 40002.
2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible project expenses contained in SANBAG's adopted FUNDING ALLOCATION AND PROJECT LIST. Invoices may be submitted to SANBAG as frequently as monthly, up to the

cumulative allocation limit specified in the FUNDING ALLOCATION AND PROJECT LIST.

3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
4. To provide (select one of two options):
 - A. (If no specification of reserved and unreserved accounts) the percentage share of total eligible project expenses as specified in the most current, approved version of the SANBAG Development Mitigation Nexus Study, which represents the development share.
 - B. (If reserved and unreserved accounts are specified) 50% share of total eligible project expenses allocated to the reserved account, as documented in SANBAG's annually adopted FUNDING ALLOCATION AND PROJECT LIST.
5. To maintain copies of all consultant/contractor invoices, source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of project work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible project costs expended for those activities described in the work activities, and to submit that Final Report and invoice no later than one hundred twenty (120) days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these project funds were used

in conformance with this AGREEMENT and for those project-specific work activities described.

8. To allow for the preparation of a project-specific audit by CITY or by SANBAG, at SANBAG's option and expense, and to cooperate in the audit as described in Section I Article 3, upon completion of the project. The audit must find that all funds expended on the project were used in conformance with this AGREEMENT.
9. To notify SANBAG of Project Development Team (PDT) meetings, if and when such meetings are held, and provide related communications on project progress when requested by SANBAG.
10. As an eligible project expense, to post signs when project construction begins at the boundaries of the project noting that project is funded with Measure I funds. Signs shall bear the logo of San Bernardino Associated Governments.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to projects funded through this AGREEMENT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of SANBAG's adoption of the FUNDING ALLOCATION AND PROJECT LIST for the applicable fiscal year. .
2. SANBAG's financial responsibility shall be (select one of two options for each individual year of allocation):
 - A. (if no specification of reserved and unreserved accounts) the percentage of actual cost for eligible project expenditures as specified in the most current, approved version of the SANBAG Development Mitigation Nexus Study, up to the cumulative allocation limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST.
 - B. (if reserved and unreserved accounts are specified) 100% of actual cost for eligible project expenditures up to the limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST for the unreserved account, and 50% of actual cost for eligible project expenditures up to the limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST for the reserved account.
3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the cumulative allocation limit for the current fiscal year, based on invoices for eligible project expenditures. SANBAG retains the option to

reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six (6) months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within thirty (30) days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.

4. If CITY does not expend funds up to the cumulative allocation limit as referenced in the adopted FUNDING ALLOCATION AND PROJECT LIST within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation received for the subsequent year. Eligible project reimbursements shall include only those costs incurred by CITY for project-specific work activities that are described in the adopted FUNDING ALLOCATION AND PROJECT LIST.
5. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or damage occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. SANBAG warrants that it maintains insurance for these purposes.
6. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
7. The terms of this AGREEMENT represent the consent of the CITY to provide the full development share for the project required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this AGREEMENT does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate or modify this AGREEMENT if the CITY fails to perform

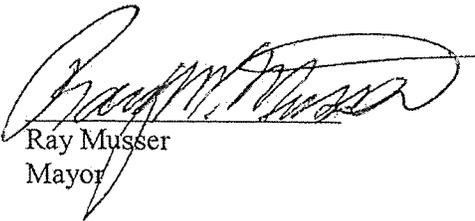
according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the project according to the terms herein.

8. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of allocation of Measure I funds in the SANBAG budget.
9. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
10. The effective date shall be the date upon which SANBAG executes this AGREEMENT.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

CITY of UPLAND

By: _____
Janice Rutherford
President
SANBAG Board of Directors

By: 
Ray Musser
Mayor

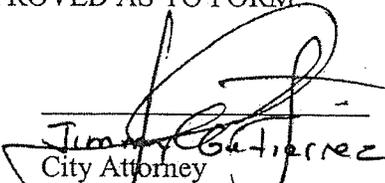
Date: _____

Date: JUNE 12, 2012

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
General Counsel

By: 
Jimmy Gutierrez
City Attorney

Date: _____

Date: June 11, 2012

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

FUNDING ALLOCATION FOR FY 2011-2012

Allocations for the Measure I Major Street/Arterial Program for FY 2011-2012
(Dollars are in 1,000s)

Jurisdiction	Equitable Share	FY 10/11 Allocation (Approved Last Year)	FY 11/12 Allocation (Column Being Approved)*	Cumulative Allocation (Total of Both Years)
Chino	7.60%	\$482.68	\$638.40	\$1,121.08
Chino Hills	2.20%	\$139.72	\$184.80	\$324.52
Colton	2.50%	\$158.78	\$210.00	\$368.78
Fontana	19.50%	\$1,238.45	\$1,638.00	\$2,876.45
Grand Terrace	1.40%	\$88.91	\$117.60	\$206.51
Highland	6.80%	\$431.87	\$571.20	\$1,003.07
Loma Linda	4.10%	\$260.39	\$344.40	\$604.79
Montclair	0.60%	\$38.11	\$50.40	\$88.51
Ontario	12.30%	\$781.17	\$1,033.20	\$1,814.37
Rancho Cucamong	5.10%	\$323.90	\$428.40	\$752.30
Redlands	4.90%	\$311.20	\$411.60	\$722.80
Rialto	3.90%	\$247.69	\$327.60	\$575.29
San Bernardino	7.90%	\$501.73	\$663.60	\$1,165.33
Upland	2.30%	\$146.07	\$193.20	\$339.27
Yucaipa	6.00%	\$381.06	\$504.00	\$885.06
County	12.90%	\$819.28	\$1,083.60	\$1,902.88
Total	100.00%	\$6,351.00	\$8,400.00	\$14,751.00

*Column being approved by MPC in June 2011 and by Board in July 2011

ATTACHMENT 1

Measure I Valley Major Street/Arterial Project List for Application to Jurisdiction Master Agreements for FY 2011-2012
 (Note: Jurisdictions may be reimbursed in FY 11-12 for expenditures on projects in Prior, 11-12, or 12-13 columns)

City	Project	CPNA Measure I Need by FY (\$1,000)		
		Prior	11-12	12-13
Chino	Widen Edison Avenue from Pipeline to Ramona Ave from 4 lanes to 6 lanes			\$ 130
Chino	Widen Edison Avenue from Ramona Ave to Central from 4 lanes to 6 lanes (spot widening)			\$ 97
Chino	Widen Edison Avenue from Central Ave to Euclid Avenue from 4 lanes to 6 lanes			\$ 324
Chino	Widen Pine Avenue from Euclid Avenue to SR 71 from 2 to 4 lanes		\$ 640	
Chino	Widen Schaefer Avenue from Benson Avenue to Euclid Avenue (Stae Route 83) from 2 lanes to 4	\$ 2,236		
Chino	Construct Traffic Signal at the intersection of El Prado Road and Kimball Avenue	\$ 162		
Chino	Construct traffic signal at the intersection of Fern Avenue and Riverside Drive	\$ 483		
Chino	Construct Traffic Signal at the Intersection of Kimball and Main		\$ 211	
Chino	Construct Traffic Signal at the Intersection of Kimball and Mill Creek Road	\$ 153		
Chino	Construct Traffic Signal at the Intersection of Pine Avenue and Hellman Avenue	\$ 153		
Chino	Total	\$ 3,187	\$ 851	\$ 551
Chino Hills	None			
Chino Hills	Total	\$ -	\$ -	\$ -
Colton	Realign Reche Canyon Rd to Hunts Ln from Washington St to City limit and Widen Reche Canyon	\$ 234	\$ 276	\$ 689
Colton	Widen La Cadena Dr from Rancho Ave to Iowa split including bridge over Santa Ana River from 4 to 6			\$ 506
Colton	Widen East side of Riverside Ave from Riverside County Line to Agua Mansa Rd including bridge from		\$ 530	\$ 624
Colton	Widen San Bernardino Ave from Pepper Ave to Rancho Ave from 2 to 4 lanes		\$ 101	\$ 119
Colton	Extend Washington St to La Cadena Dr		\$ 1,132	\$ 1,334
Colton	Widen Washington St from Waterman Ave to I-215 from 4 to 6 lanes and Intersection Improvements		\$ 282	\$ 332
Colton	Widen C Street from City limits West of Rancho Ave to Pennsylvania Ave from 2 to 4 lanes		\$ 65	\$ 76
Colton	Widen Agua Mansa Rd from Rancho Ave to Riverside Ave from 2 to 4 lanes	\$ 167	\$ 195	\$ 489
Colton	Extend Pepper Ave from I-10 to Agua Mansa Rd and Widen from I-10 to Slover Ave from 2 to 4 lanes.		\$ 296	\$ 348
Colton	Widen and Reconstruct Slover Ave from Pepper Ave to Riverside Ave from 2 to 4 lanes		\$ 151	\$ 178
Colton	Total	\$ 401	\$ 3,028	\$ 4,695
County	Ph1: Widen Slover Avenue, north side, from Cedar Ave to Larch Ave from 1 to 2 lanes (Phase 1 of Widen	\$ 393		

ATTACHMENT 1

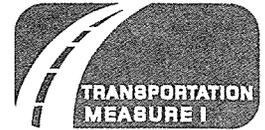
City	Project	CPNA Measure I Need by FY (\$1,000)		
		Prior	11-12	12-13
County	Ph2: Widen Slover Avenue from Alder Ave to Cedar Ave (Phase 2 of Widen Slover Ave from Alder Ave to		\$ 3,214	
County	Ph 1: Widen North Side of San Bernardino Ave from Cherry Ave to Fontana city limit from 1 to 2 lanes	\$ 124	\$ 1,105	
County	Ph 1: Widen Reche Cnyn Rd from .67M S, Barton Rd N .25M (Prado Ln) - (Phase I of Widen Reche Canyon	\$ 76	\$ 408	
County	Ph 1: Widen Colton Avenue from Wabash Ave to King/Agate from 2 to 4 lanes (part of Widen Colton	\$ 611		
County	Widen State St from Highland Ave to Cajon Blvd from 2 to 4 lanes	\$ 167		
County	Widen Cherry Ave bridge from Merrill Ave to Whittram from 4 to 6 lanes	\$ 785	\$ 1,500	\$ 9,000
County	Total	\$ 2,156	\$ 6,227	\$ 9,000
Fontana	Arrow: Alder to Maple Widen from 2 to 4 lanes		\$ 510	\$ 290
Fontana	Cherry: South Highland to I15 Widen from 2 to 6 lanes			\$ 210
Fontana	Citrus: Jurupa to Slover Widen 2 to 4 lanes	\$ 3,399	\$ 565	
Fontana	Cypress: Jurupa to Slover Widen 2 to 4 lanes	\$ 274	\$ 425	\$ 1,000
Fontana	Duncan Canyon: I15 to Citrus Widen 2 to 4 lanes	\$ 328		
Fontana	Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes	\$ 530		
Fontana	Widen Sierra Ave from Foothill Blvd to Baseline Rd from 4 to 6 lanes	\$ 122		
Fontana	Widen Sierra Ave from Valley Blvd to San Bernardino Ave from 4 to 6 lanes		\$ 288	
Fontana	Widen Slover Ave from Etiwanda Ave to 800' east of Etiwanda Ave from 2 to 4 lanes	\$ 213		
Fontana	Total	\$ 4,866	\$ 1,788	\$ 1,500
Grand Terrace	Widen Michigan Ave from Commerce Way to Van Buren St from two lanes to four lanes	\$ 89	\$ 90	\$ 90
Grand Terrace	Total	\$ 89	\$ 90	\$ 90
Highland	Widen Bridge at City Creek on Baseline		\$ 249	
Highland	Widen Bridge at City Creek on Boulder	\$ 551		
Highland	Widen Bridge at City Creek on Greenspot	\$ 1,517		
Highland	Total	\$ 2,068	\$ 249	\$ -
Loma Linda	Extend Evans St from Redlands Blvd to Barton Rd from 0 to 4 lanes	\$ 46		
Loma Linda	Widen Intersection of Redlands Blvd and California St	\$ 73		
Loma Linda	Total	\$ 119	\$ -	\$ -
Montclair	Monte Vista ROW for UPRR Grade Separation	\$ 38		
Montclair	Widen Monte Vista Ave from San Bernardino St to Arrow Hwy from 4 to 6 lanes		\$ 8	

ATTACHMENT 1

City	Project	CPNA Measure I Need by FY (\$1,000)		
		Prior	11-12	12-13
Montclair	Total	\$ 38	\$ -	\$ -
Ontario	Grove Avenue from 4th Street to Holt Blvd - Widen from 4 to 6 lanes	\$ 22	\$ 50	\$ 45
Ontario	Mission Blvd (Benson to Milliken), Widen from 4 to 6 lanes - Phase I Have to Archibald	\$ 125	\$ 250	
Ontario	Total	\$ 146	\$ 300	\$ 45
Rancho Cucamonga	Foothill Blvd at Malachite - Install new traffic signal		\$ 182	
Rancho Cucamonga	Hermosa Ave at Church St - Install new traffic signal			\$ 171
Rancho Cucamonga	Widen Wilson Ave from East Ave to Warman Bullock Rd from 0 to 2 lanes	\$ 2,052		
Rancho Cucamonga	Install traffic signal at intersection of Church St and Terra Vista Pkwy	\$ 178		
Rancho Cucamonga	Total	\$ 2,230	\$ 182	\$ 171
Redlands	Traffic Signal at 6th and I-10 EB Ramp	\$ -	\$ 173	
Redlands	Traffic Signal at 6th and I-10 WB Ramp	\$ -	\$ 173	
Redlands	Traffic Signal at Ford Street and I-10 WB Ramp			\$ 177
Redlands	Total	\$ -	\$ 346	\$ 177
Rialto	Widening - Alder Ave from Baseline to SR-30 from 2 to 6 Lanes		\$ 3,204	
Rialto	Widening - Ayala Rd from Baseline Rd to Easton Ave from 2 to 4 lanes	\$ 1,656		
Rialto	Widening / Reconstruct - Foothill Blvd from West City Limits to East City Limits from 4 to 6 Lanes	\$ 459		\$ 689
Rialto	Install a traffic signal at the intersection of Sycamore Ave and Merrill Ave	\$ 212		
Rialto	Install a traffic signal at the intersection of Valley Blvd and Cactus Ave	\$ 212		
Rialto	Install a traffic signal at the intersection of Riverside Ave and Locust Ave	\$ 127		
Rialto	Total	\$ 2,666	\$ 3,204	\$ 689
San Bernardino	Mount Vernon Viaduct Bridge Replacement	\$ 480	\$ 63	
San Bernardino	Widen 40THStreet between Acre Ln and Electric Ave from 2 to 4 lanes.	\$ 462		\$ 340
San Bernardino	Widen "H" Street between Kendall Dr and 40th St, from 2 lanes to 4 lanes.			\$ 318
San Bernardino	Extension of State Street between Foothill Blvd and 16TH St, from 0 lanes to 4 lanes.	\$ 1,179		
San Bernardino	Total	\$ 2,121	\$ 63	\$ 658
Upland	Widen Arrow Route from County Line to Central Avenue, from 2 to 4 lanes.	\$ 200	\$ 900	
Upland	Total	\$ 200	\$ 900	\$ -
Yucaipa	Yucaipa Blvd improvements, widen from 4 to 6 lanes, 15th Street to I-10	\$ 303	\$ 300	\$ 280

ATTACHMENT 1

City	Project	CPNA Measure I Need by FY (\$1,000)		
		Prior	11-12	12-13
Yucaipa	Avenue E Intersection Improvements, Between 5th Street and Bryant Street, widen from 2 to 4 lanes	\$ 353	\$ 80	\$ 100
Yucaipa	Widen Yucaipa Blvd from 12th St to 15th St from 4 to 6 lanes	\$ 545		
Yucaipa	Total	\$ 1,201	\$ 380	\$ 380



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

Minute Action

AGENDA ITEM: 6

Date: June 20, 2012

Subject: Regional Greenhouse Gas Inventory and Reduction Plan Memorandum of Understanding (C13017) for City of Colton

Recommendation:* That the Committee recommend the Board approve Contract C13017 between SANBAG and the City of Colton for the preparation of a Regional Greenhouse Gas Inventory and Reduction Plan and related Environmental Impact Report.

Background: On January 6, 2010, the SANBAG Board of Directors entered into a Memorandum of Understanding with 20 cities in San Bernardino County in an effort to assist the cities in meeting the requirements of AB 32 and SB 375 by building upon San Bernardino County’s nearly completed Greenhouse Gas Inventory and Reduction Plan.

Realizing that every other jurisdiction in the County would be faced with addressing greenhouse gas emissions under the provisions of AB 32 and SB 375, the idea was raised to “piggyback” on the work conducted for the County. By using the same consultants and benefiting from the work already conducted for the County, every city in the region could realize significant savings and produce a better and more comprehensive Greenhouse Gas Inventory and Reduction Plan. In addition to taking advantage of the work already completed for the County, by approaching this as a region, each city would benefit from economies of scale as opposed to each city having to conduct their own analysis and plan.

*

Approved
Plans and Programs Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA
-----	---	-----	--	-----	--	------	--	-----

Check all that apply.

PPC1206e-ss

Attachment: C13017

Initially, the City of Colton did not indicate that they wished to participate. The city has now approached SANBAG and would like to be a part of the study. Colton's participation will add \$38,385 to SANBAG's contracts with the consultants conducting the work, including \$27,125 to the contract with ICF Jones & Stokes for the development of the Plan, and \$11,260 to the contract with Atkins North America, Inc., for preparation of the Environmental Impact Report. The City of Colton will cover the entire cost of this additional work. No other participating agency will see a change to their costs as a result of Colton joining the effort. Separate actions will be taken to reflect the increase in funding for the consultant contracts and to amend the SANBAG Fiscal Year 2012-2013 budget.

Financial Impact: This item will increase the funding available for Task 0495 by \$38,385. A budget amendment will be processed in a separate action taken to increase the funding available for the two consulting contracts.

Reviewed By: This item will be reviewed by the Plans and Programs Committee on June 20, 2012, and is pending review by both SANBAG General Counsel and Contracts Administrator.

Responsible Staff: Steve Smith, Director of Planning

CONTRACT SUMMARY SHEET

Contract No. C 13017 Amendment No. _____

By and Between

SANBAG and City of Colton

Contract Description Greenhouse Gas Inventory and Reduction Plan and preparation of related Environmental Impact Report for City of Colton.

Board of Director's Meeting Date: July 11, 2012
Overview of BOD Action: New Contract C13017

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	38,385.00	Original Contingency Amount	\$	-0-
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	-0-
Current Amendment Amount	\$		Contingency Amendment	\$	-0-
TOTAL CONTRACT VALUE	\$	38,385.00	TOTAL CONTINGENCY VALUE	\$	-0-
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 38,385.00

Contract Start Date July 11, 2012	Current Contract Expiration Date 6/30/2013	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0495</u> .					
<input checked="" type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? City of Colton is contributing 100% of funds.					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:					
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable - \$38,385.00-contribution from Colton to fund their portion of work.					

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % <u>N/A</u> .	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal <u>N/A</u> % <input type="checkbox"/> Underutilized DBE (UDBE) Goal <u>N/A</u> %	

Steve Smith
 Task Manager (Print Name)
Steve Smith
 Project Manager (Print Name)
 For Jeffery Hill
 Contracts Manager (Print Name)
William Stawarski
 Chief Financial Officer Signature (Print Name)

Steve Smith 6/13/12
 Signature Date
Steve Smith 6/13/12
 Signature Date
William Stawarski 6/13/12
 Signature Date
William Stawarski 6/14/12
 Signature Date

MEMORANDUM OF UNDERSTANDING CONTRACT C13017

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

CITY OF COLTON,

**FOR PREPARATION OF SAN BERNARDINO COUNTY REGIONAL GREENHOUSE GAS
INVENTORY AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT
FOR THE CITY OF COLTON**

RECITALS:

The Memorandum of Understanding (MOU) is entered into by and between the San Bernardino Associated Governments (SANBAG) and the City of Colton, referred to herein as "CITY" regarding the preparation of the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and the related Environmental Impact Report for the City of Colton, collectively hereinafter referred to as "PROJECT," and with regard to the following matters:

WHEREAS, AB 32 mandated the California Air Resources Board (CARB) to develop regulations on how the state could address global climate change and established a target of reducing greenhouse gas emissions down to 1990 levels by the year 2020; and

WHEREAS, SB 375 also calls for the reduction of greenhouse gas emissions as one of the overarching goals for regional planning; and

WHEREAS, San Bernardino County has completed a Greenhouse Gas Inventory and Reduction Plan for the unincorporated areas of the County and County government operations as part of a settlement with the Attorney General's Office; and

WHEREAS, 20 other cities in San Bernardino County have executed an MOU (C10144) with SANBAG, under which SANBAG has committed to conduct a Regional Greenhouse Gas Inventory and Reduction Plan and the related Environmental Impact Report; and

WHEREAS, by working cooperatively and using the same consultants that are preparing the Greenhouse Gas Inventory for SANBAG, specifically ICF Jones & Stokes and PBS&J herein referred to as "CONSULTANTS", CITY could benefit from work already done and realize significant savings as opposed to preparing its own inventory; and

WHEREAS, it is the intent and purpose of this MOU for CITY to provide funding to SANBAG to procure services from CONSULTANTS to perform the Scope of Work identified in Attachment "A" regarding the PROJECT.

NOW, THEREFORE, it is mutually understood and agreed to by SANBAG and the CITY as follows:

1. Incorporation of Recitals

The above-referenced recitals are a substantive part of this Agreement, and are incorporated herein by this reference.

2. Scope of Work

- A. SANBAG agrees to amend its contract with ICF Jones & Stokes and PBS&J (the "CONSULTANTS") to perform the Scope of Work as described in Attachment "A", attached hereto and incorporated by this reference.
- B. Subject to the execution of a valid, enforceable contract between SANBAG and the CONSULTANTS, SANBAG shall be responsible for managing the CONSULTANTS in performing the Scope of Work. SANBAG's Project Manager shall approve all invoices of CONSULTANTS.
- D. SANBAG's Project Manager will have final approval of all CONSULTANTS' deliverables; however, prior to final approval of a deliverable from the CONSULTANTS, SANBAG's Project Manager will consult with the designated staff from the CITY.
- F. Within 30 days of final approval of this MOU, CITY will designate a contact staff person for the PROJECT and notify SANBAG's Project Manager with contact information for that contact staff person.
- G. For purposes of this Agreement, SANBAG designates the following Project Manager for this Project:

Steve Smith
Director of Planning
San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 90012
(909) 884-8276

3. Term

The term of this MOU shall begin on the Effective Date of the MOU and continue until June 30, 2013, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Services performed under this Agreement shall commence upon SANBAG's Board of Directors authorization and approval of amendments to the contracts with the CONSULTANTS. The term may be extended subject to mutual agreement by SANBAG and CITY.

4. Payment

- A. Except as expressly provided herein, CITY shall provide the funds described in Attachment "B", attached hereto and incorporated by this reference, to SANBAG due and payable in full, thirty (30) days after the execution of this MOU.
- B. From the \$38,385 provided by CITY as set forth in Attachment "B", SANBAG shall pay for all costs and expenses incurred by CONSULTANTS related to the Scope of Work described in Attachment "A".
- C. Except as expressly provided herein, if any funds associated with the Scope of Work in Attachment "A" and paid in advance by CITY are unspent upon the completion or termination of this MOU, SANBAG shall return such funds to CITY within 30 days of the completion or termination of the MOU.

5. Mutual Indemnification

- A. Neither CITY 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 SANBAG or by its officers, agents, employees, contractors and subcontractors in connection with this MOU. SANBAG shall indemnify, defend and hold CITY and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of SANBAG or its officers, agents, employees, contractors or subcontractors in connection with this MOU, including, without limitation, procurement and management of the CONSULTANTS.
- B. Neither SANBAG 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 CITY, or by their respective officers, agents, employees, contractors and subcontractors in connection with this MOU. CITY shall indemnify, defend and hold SANBAG and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of CITY or their officers, agents, employees, contractors or subcontractors in connection with this MOU, including, without limitation, procurement and management of the CONSULTANTS.

6. Termination

- A. If through any cause, CITY fails to fulfill in a timely and proper manner its obligations under this MOU, or violates any of the terms or conditions of this MOU or any applicable Federal and State laws and regulations, SANBAG reserves the right to terminate this MOU upon thirty (30) days written notice to CITY. If this MOU is terminated by SANBAG as provided herein, CITY agrees to share in any costs of termination of the CONSULTANTS contract not to exceed the actual costs of work performed by the CONSULTANTS prior to the date of termination.

7. Notice.

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SANBAG: Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 90012

To City of Colton: Rod Foster
City Manager
City of Colton
650 N. La Cadena Drive
Colton, CA 92324

9. Miscellaneous.

- A. This MOU contains the entire understanding between SANBAG and the CITY and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOU. There are no representations, agreements, arrangements or understanding oral or written, between SANBAG and the CITY relating to the subject matter of this MOU, which are not fully expressed herein.
- B. This MOU shall be construed and interpreted under the laws of the State of California.
- C. In the event any part of this MOU is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from the remainder of the MOU and the remaining provisions shall continue in full force without being impaired or invalidated in any way.
- D. No party may assign this MOU or any part thereof, without written consent and prior approval of every other party, and any assignment without said consent shall be void and unenforceable.
- E. No amendment, modification, alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement pertaining to the subject matter of this MOU and not incorporated herein shall be binding on any of the parties thereto. Time is of the essence for each and every provision of this MOU.

10. Effective Date. This MOU shall be effective on the date on which the President of the SANBAG Board of Directors executes this document.

[Signature Pages to follow.]

IN WITNESS WHEREOF, SANBAG and CITY have executed this MOU on the date and year herein written below:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
SANBAG General Counsel

Date: _____

APPROVED AS TO FORM:

By: _____
Jeffery Hill
Contracts Administrator

Date: _____

City of Colton Signature Page

MEMORANDUM OF UNDERSTANDING Contract C13017

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND THE

CITY OF COLTON

**FOR PREPARATION OF SAN BERNARDINO COUNTY REGIONAL GREENHOUSE GAS
INVENTORY AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT
FOR THE CITY OF COLTON**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date
and year herein written below:

CITY OF COLTON

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: _____

Attachment A, Part 1

SCOPE OF WORK

Greenhouse Gas Inventory and Reduction Plan for the City of Colton

ICF Jones & Stokes

This attachment includes a proposed budget and scope to include the City of Colton in the Regional Greenhouse Gas Project. This scope of work includes the tasks and level of effort required to provide the completed project components for the City of Colton and to integrate the City of Colton's analysis into subsequent project steps.

Background on Regional Greenhouse Gas Project

The jurisdictions in San Bernardino County face a demanding challenge to meet the targets established by the State of California to address global warming, through the requirements of AB 32 and SB 375. In response to these initiatives, an informal project partnership, led by SANBAG, and including most of the City governments (Cities) in San Bernardino County, is seeking to reduce greenhouse gas (GHG) emissions associated with its regional activities. By working in a collaborative manner on these goals, the Cities aim to more effectively address emissions from activities that are affected or influenced by the region as a whole.

ICF International (ICF) has completed several project components, including:

Development of GHG Reduction Strategies: ICF provided a "candidate measures" list for review on December 2, 2010. This list included proposed GHG reduction measures for inclusion in each City's GHG Reduction Plan. ICF also submitted a "poll", requesting City comments on each of the candidate measures.

Development of Community Inventories for non-transportation sectors: ICF developed and provided a draft Community GHG Inventory and Forecast Report (March 2011). Given data pending from SCAG, this draft Report did not include emissions from the on-road transportation sector (i.e., on-road passenger vehicles and trucks).

City review and confirmation of SCAG's draft RTP socioeconomic data for use in GHG Community Inventory and Forecast: ICF requested that each City confirm the use of this socioeconomic data in the revised draft and final Community Inventory Reports.

Revised Draft Community Inventory and Forecast: ICF is currently in the process of updating the revised draft Community Inventory and Forecast Report for submittal to participating cities on 3/20/12. This report will include the on-transportation sector, as well as all of the non-transportation sectors presented previously. The revised draft Report will be circulated for City review.

Subsequent project steps include:

Final Community Inventory and Forecast Report (due: 4/17/12): After addressing City comments on the revised draft Community Inventory and Forecast Report, ICF will provide a final Community Inventory and Forecast Report.

Quantification of GHG Reduction Strategies and Refinement of Reduction Strategies: ICF has previously quantified the GHG reductions associated with the “candidate measures” (or GHG reduction strategies). ICF will update this quantification with the draft RTP socioeconomic and on-road data, and will provide this quantification for City review. ICF will also incorporate prior City comments on the candidate measures (due: 4/17/12).

Cost Analysis of GHG Reduction Strategies: ICF will develop a cost analysis for each of the GHG reduction strategies, as feasible; to quantify costs or savings associated with implementation of each of the reduction strategies. This analysis will be conducted at the regional (or county-wide) level (due: 4/10/12).

Development of GHG Reduction Plan (including separate sections for each participating City): ICF will begin development of the GHG Reduction Plan once all analytical components of the project are complete. The GHG Reduction Plan will include a separate section for each City, including the final list of GHG reduction strategies selected by each City and a City-specific GHG reduction target (due: final Plan – 12/20/12).

The full scope for the regional study is attached. The staff used for the Colton analysis will be the same staff working on the regional study.

Greenhouse Gas Inventory and Reduction Analysis for Colton

As the City of Colton was not previously included in the Regional Greenhouse Gas Project, ICF will initiate the work by collecting new data for Colton’s community GHG inventory. ICF anticipates providing a community inventory summary for Colton’s review prior. If schedule allows, ICF will include the City of Colton’s inventory results into the Final Community Inventory Report (anticipated: 4/17/12). ICF also anticipates completing Colton’s GHG reduction analysis and including those results in the Administrative Draft GHG Reduction Plan (anticipated 6/26/12).

This scope of work includes the following major tasks: 1) inventory data collection and emissions/forecast calculations, 2) development of inventory and forecast summary for Colton’s review, 3) incorporation of Colton’s inventory results into Regional community inventory report, 4) establish candidate reduction measures and quantify reductions, 5) incorporate Colton’s reduction analysis into the Regional GHG Reduction Plan.

The tasks to include the City of Colton in the regional project are as follows:

Task 1. Data Collection for Inventory and Forecast – ICF will coordinate with the City of Colton to collect the data necessary to prepare the GHG baseline inventory and forecast. This scope does not presume the need for any additional travel demand modeling and that prior collected data from SCAG can be utilized for Colton. This task presumes the City will facilitate the provision of data from the Colton Public Utilities and will also provide permission letters to other utilities providing electricity and/or natural gas within the City (as necessary).

Task 2. Inventory and Forecast Preparation – ICF will utilize the collected data to prepare a baseline GHG inventory for 2008 and a forecast for 2020 for the City. It is presumed that the most recent SCAG socioeconomic assumptions for 2008 and 2020 will be utilized so as to allow ICF to utilize SCAG modeling for estimating onroad transportation emissions.

Task 3. QA/QC Inventory and Forecast – ICF will conduct a quality assurance/quality control review of the baseline GHG inventory and forecast.

Task 4. Draft Inventory Summary Deliverable – ICF will prepare a summary of the City's inventory using the same format as for other cities in the regional study.

Task 5. Final Inventory Summary Deliverable – ICF will revise the summary based on review comments of the City.

Task 6. Incorporate Colton Inventory into Regional Inventory Report – ICF will incorporate the results of the inventory and forecast effort into the regional inventory report.

Task 7. Coordinate with City on Candidate Measures – ICF will coordinate with the City in terms of input on the previously developed candidate measures for the regional study. It is presumed that additional custom measures for the City of Colton will not be developed as part of this scope.

Task 8. Calculate GHG Reductions – ICF will quantify the GHG reductions potential for the City for the candidate measures using a common methodology as for other cities.

Task 9. QA/QC Reduction Measure Calculations. - ICF will conduct a quality assurance/quality control review of the reduction calculations.

Task 10. Incorporate Colton into Reduction Measure Quantification Summary – ICF will incorporate the city into the overall regional reduction measure quantification summary.

Task 11. Cost Analysis – ICF will include Colton in the cost analysis of reduction measures. Similar to other cities in the regional study, the scaling of costs for the city will be based on uniform cost analysis for the region as a whole and then scaled based on the amount of reductions estimated for the City. This scope does not include customization of the cost analysis using specific local City data.

Task 12. Incorporate Colton into Admin Draft GHG Reduction Plan - ICF will incorporate the city into the overall administrative draft plan.

Task 13. Incorporate Colton into Draft GHG Reduction Plan - ICF will incorporate the city into the overall draft plan.

Task 14. Incorporate Colton into Final GHG Reduction Plan - ICF will incorporate the city into the overall final plan.

Overall Duration: 7.5 months

Attachment A, Part 2

SCOPE OF WORK

Environmental Impact Report, Greenhouse Gas Inventory and Reduction Plan for the City of Colton

Atkins North America, Inc.

Project Approach

While the bulk of the tasks within the following scope of work are typical of the Environmental Impact Report (EIR) process, there are several integral tasks that insure that the participating cities will be able to use the regional GHG reduction plan and associated EIR to their full advantage. These tasks include technical oversight (peer review) of the regional GHG reduction plan to insure that;

- 1) As a participating City the GHG emissions inventories are limited to those emission sources within the City of Colton's jurisdictional land use authority,
- 2) That reduction strategies are reasonable and build upon each of the participating cities' including the City of Colton's strengths, and
- 3) That the EIR for the regional reduction plan provides enough detail to be a foundation to tier and streamline legally defensible California Environmental Quality Act (CEQA) analysis of climate change impacts within the City of Colton as well as the other participating cities.

This requires that the emissions inventories and reduction strategies are detailed enough to provide city specific information on each of the participating cities.

Negotiating with State Agencies, such as South Coast Air Quality Management District (SCAQMD), California Air Resources Board (CARB) and the Attorney General's Office, is an important in gaining acceptance of the GHG inventories and reduction strategies. The oversight process, both peer review and negotiations, has proved beneficial to San Bernardino County during the drafting of the San Bernardino County GHG emissions inventories and reduction plan process and will benefit the City of Colton as a participating city and SANBAG during this process as well.

Another vital task is the development of CEQA thresholds and a streamlined CEQA analysis methodology for GHG emissions based upon the regional GHG reduction plan EIR. This task will allow the participating cities a consistent method of analysis that is legally defensible, streamlined, and avoids the onerous tiered threshold process drafted by SCAQMD and the CARB.

The following provides details of all the tasks in this scope of work:

TASK 1: Technical Oversight and Peer Review

This task provides technical oversight and peer review of ICF International's work product to insure appropriately assigned GHG emissions inventories, reasonable reduction measures that complements and builds upon the City of Colton's as well as the other participating cities' strengths, transportation related emission inventories and reduction measures with enough detail to be useful in the CEQA streamlining abilities, and insure independent quality assurance and control.

TASK 1A: Meeting with the City of Colton for Strategy Development

This task includes conducting an initial meeting with the City of Colton, SANBAG, and ICF International to discuss the proposed content of the work plan, schedule, budget, and communication protocols. Identify key data providers and discuss scoping issues around the external GHG Reduction Plan.

TASK 1B: Peer Review of the Scoping Issues Paper and Recommendations

Task 1B is part of the overall project, but is already completed for the other participating cities. Atkins does not anticipate additional issues coming up in ICF International's Task 1B work that would require additional effort by Atkins. Therefore, hours and budget are not included, but this task is shown within the scope of work to provide context within the overall project.

Task 1C: Participation in the Finalization of Data Sources and Scoping Issues

Task 1C is also part of the overall project, but is already completed for the other participating cities. Atkins does not anticipate additional issues coming up in ICF International's Task 1C work that would require additional effort by Atkins. Therefore, hours and budget are not included, but this task is shown within the scope of work to provide context within the overall project.

Task 1D: Review of Candidate Measures for the City of Colton External GHG Plan

Atkins will review the list of candidate measures provided by ICF International for the External GHG Plans based upon the appropriate allocation and reasonableness of the candidate measures, and recommend any additional candidate measures that are not on the list.

Task 1E: Review of Local GHG Reduction Strategies for the City of Colton

Atkins will review the City of Colton and regional GHG reduction strategies provided by ICF International. According to ICF international the local and regional GHG reduction strategies will include the following:

1. Water conservation,
2. On Road transportation reductions including
 - a. Defining land use strategies
 - b. SCAG RTP Transportation scenarios
 - c. VMT assessment methodology
 - d. Travel Demand Model setup and runs
 - e. Emissions calculations based upon the above criteria
3. Good movement
 - a. On Road goods movement
 - b. Rail
 - c. Air freight
 - d. Travel Demand Model setup and runs

- e. Emissions calculations based upon the above criteria
- 4. Solid waste reduction
 - a. Waste diversion
 - b. Landfill gas emissions management
- 5. Industrial and stationary source reductions
- 6. Energy efficiency of buildings
- 7. Renewable energy generation

Atkins will review the list of potential emission sources and reduction strategies for the City of Colton provided by ICF International and make recommendations on the appropriate allocation of emission sources and what sources should be included in the inventories and reduction strategies as Scope 1 or Scope 2 sources attributable to the City of Colton and what sources should only be called out as Scope 3 sources that Colton cannot control. Potential Scope 3 sources include high global warming potential gases in refrigeration and electrical equipment, rail-yard emissions, and electrical generation by entities other than the City of Colton. Atkins will also review the on road transportation components, and make recommendations as appropriate, to provide sufficient detail to provide CEQA streamlining ability. Atkins will review all the reduction strategies for reasonableness and appropriate allocation. Finally, Atkins will recommend any additional reduction strategies that are found to be appropriate but missing from those identified by ICF International.

Task 1F: Review Draft and Final GHG External Inventories for the City of Colton

Atkins will review the GHG baseline external inventories provided by ICF International, which should include all the appropriate emission sources described in Task 1E above. Based upon the review in Task 1E much of the inventory development will have been reviewed and edited as appropriate. This task further refines the emission inventories for the appropriate allocation and reasonableness and will use the same evaluation criteria as defined in Task 1E.

The business as usual scenario will be evaluated based upon reasonable growth projections and General Plan horizon year criteria. Atkins will make recommendations on the business as usual scenario to make it consistent with the City of Colton General Plan. In this way, the regional GHG reduction plan will be consistent with Colton's General Plan.

Task 1G: Review of Draft and Final GHG Reduction Goals and Strategies

Atkins will review the draft and final regional GHG reduction plan provided by ICF International, which should include all the appropriate emission reduction strategies for the City of Colton described in Task 1E above.

Task 2: Act as Liaison and Technical Representative During Consultation with SCAQMD, CARB and/or the Attorney General

Michael Hendrix of Atkins. will attend up to four (4) meetings with the SCAQMD staff at SCAQMD offices in Diamond Bar, and up to four (4) meetings with the CARB or Attorney General's Office to consult with these state agencies to advocate the appropriate scope and adequacy of forthcoming emissions inventories and regional GHG reduction plan. In addition to

meetings, additional consultation will occur through written correspondence and telephone conversations.

Task 3: Environmental Impact Report

Under this task Atkins will provide all aspects of the CEQA process from the notice of Preparation to adoption of the Environmental Impact Report (EIR). Task 3A includes a draft Memorandum of Understanding that documents the cooperation of each of the participating cities including the City of Colton into the joint effort of adopting a regional GHG reduction plan, designates the authority of each participating city as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities jurisdictions.

The project description further defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

The EIR will then analyze at a programmatic level the potential impacts the regional reduction plan may generate within the City of Colton. Potential impacts may include localized traffic, air quality, and noise impacts associated with mixed use and transit oriented development designed to reduce VMT and vehicle trips on a regional level. Other potential impacts include historical resources that could be impacted as a result of energy efficiency retrofits. Alternative energy sources such as solar in close proximity to airports will be evaluated for potential safety issues related to reflectivity of photovoltaic cells. Infrastructure needs of alternative energy generation will also be reviewed. Reasonable mitigation measures will be recommended to reduce these potential impacts to less than significant whenever feasible. In many cases, the proposed project will provide environmentally beneficial impacts to water supply, regional air quality, and regional transportation. Environmentally beneficial impacts will be evaluated as well.

The following describes each of the tasks needed to draft, finalize and adopt the EIR:

Task 3A: Draft Memorandum of Understanding (MOU)

Atkins will meet with the City of Colton and SANBAG, to discuss the proposed content and format of a draft MOU that describes the cooperation of the City of Colton with each of the participating cities into the joint effort of adopting a regional GHG reduction plan, designates the authority of the City of Colton as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities' jurisdictions.

Based upon the information provided in the meeting, within two weeks, Atkins will draft the MOU as described above and provide the draft to each of the participants in the regional partnership for one round of edits/reviews.

Atkins will then provide to each of the participants in the regional partnership a revised draft MOU based upon the edits necessitated by the City of Colton's participation in this regional effort. The revised draft MOU will be provided within two weeks of receiving one round of edits/comments from all the participants in the regional partnership.

Task 3B: Notice of Preparation

Atkins will prepare and distribute a Notice of Preparation (NOP) to inform the State Clearinghouse, local agencies, and the public (up to 150 parties) that the lead agencies are preparing an EIR for this project. Atkins will work with the lead agencies to develop the distribution list. State agencies will be informed through the State Clearinghouse. The NOP will be released once the lead agencies believe that it accurately describes the proposed project.

List of Products:

- Provide one (1) electronic copy of the NOP for internal review prior to publication.
- Provide up to seventy-five (150) copies of the NOP for public distribution to the list of recipients provided by the lead agencies.
- Mail fifteen (15) copies of the NOP to the State Clearinghouse.
- Mail remaining copies to list of recipients provided by the lead agencies.

Task 3C: Administrative Draft EIR

Atkins will prepare an Administrative Draft EIR (ADEIR) document based on the current CEQA Guidelines and the lead agencies' specific directions. The document will include an Introduction that will present the purpose and intent of the EIR, including the overall environmental review process. Effects found to be not significant will be specifically listed. The project sponsors and contact persons will be identified. It will also include an Executive Summary, which is a brief synopsis of the major findings of the EIR.

One of the fundamental components of the EIR will be comprehensive description of the project. The project description defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. It is important to provide a clear understanding of the regional partnership. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

Atkins will document baseline conditions, conduct impact evaluations, and formulate mitigation measures for any potentially significant impacts that may be identified. The emphasis will be on the identification of significant impacts that would result from project implementation. Impact significance will be determined by defining the changes to the environmental baseline that would result from project implementation and comparing that changed environmental condition to a standard or threshold of significance. Impacts will be evaluated in proportion to their severity and probability of occurrence. Thresholds of significance will be based on any such standards that have been officially adopted by the lead agency or other public agencies with primary authority relative to the impact in question, and/or those thresholds set forth in the current State CEQA Guidelines.

Where impacts are found to be significant, Atkins will develop measures to mitigate such effects to below a level of significance, if feasible. All recommended mitigation measures will be defined to represent a close nexus between the measure and a legitimate governmental interest, and will be directly proportional to the level of impact resulting from the project.

The following sections outline the Atkins approach to the analysis of each particular environmental impact topic that may be addressed in the EIR. The topics listed below are not presented in order of importance but alphabetically as they would be discussed in the document.

Agricultural Resources. Atkins will evaluate on a programmatic level the regional reduction plans impacts, if any, on agricultural resources. It is anticipated that the regional reduction plan will have no impacts on agricultural resources.

Aesthetics. This section will describe and evaluate on a programmatic level the overall visual character of specific reduction measures including the placement of photovoltaic solar cells, wind turbines, and any potential aesthetic impacts associated with retrofitting existing buildings. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Air Quality. Atkins will describe how the project will reduce criteria air pollutants on a regional level, but may impose localized impacts due to particular reduction strategies. Reduction strategies associated with land use such as mixed use and transit oriented development may reduce VMT and vehicle trips on a regional level, but increase air pollutants in the immediate vicinity of these types of land uses. Atkins will evaluate on a programmatic level potential localized air quality impacts generated by specific GHG reduction strategies using the methodologies established by SCAQMD in their latest CEQA guidelines. Atkins will compare estimated emissions to district thresholds to determine if construction or operation activities of the project will exceed local significance criteria. Atkins will recommend programmatic mitigation measures as appropriate to reduce localized impacts to the greatest extent feasible.

Atkins will also describe the project's potential reduction in GHG emissions and the benefit of reducing the region's incremental contribution to global climate change.

Biological Resources. Atkins will provide an analysis of the project's impacts on biological resources associated with renewable energy projects on vacant lands in areas with potential to contain vital habitat or migration corridors. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Cultural Resources. Energy efficiency retrofits of historic buildings have the potential to degrade the historic integrity of the buildings. Atkins will evaluate on programmatic level potential impacts and recommend mitigation to reduce any identified impacts to less than significant.

Geology and Soils. Atkins will use fault zone maps, soil maps and earth-related conditions identified in General Plans to identify areas of regional and local faults, liquefaction, subsidence, compaction, shrink/swell, etc. for renewable energy projects to avoid. Atkins will also use soils

information from the federal Natural Resources Conservation Service as necessary to complete this work.

Hazards and Hazardous Materials. Atkins will evaluate the potential of photovoltaic cells placed on roofs along the designated flight paths and within the safety zones of airports to reflect light and create a safety hazard to air traffic. Atkins will recommend mitigation to reduce any identified impacts to less than significant.

Hydrology and Water Quality. Atkins will evaluate on a programmatic level the regional reduction plans impacts, on water resources and water quality. It is anticipated that the regional reduction plan will have beneficial environmental impacts on water resources through reduction measures that provide water conservation.

Land Use and Planning. Atkins will evaluate the project's consistency with the City of Colton's General plan and zoning requirements. Atkins will examine the project relative to all of its proposed land use approvals.

Mineral Resources. Atkins will evaluate on a programmatic level the regional reduction plans impacts, if any, on mineral resources. It is anticipated that the regional reduction plan's only impact to mineral resources is the reduced demand for aggregate associated with reduction measures that recycle construction and demolition debris to be used as building materials.

Noise. Localized noise impacts associated with placing noise sources in close proximity to noise sensitive land uses as a result of increased mixed use and transit oriented development will be evaluated on a programmatic level and mitigation measures recommended to reduce impacts to less than significant.

Population and Housing. Atkins will evaluate the project's potential impacts to local and regional population and housing resources.

Public Services. Atkins will work with the lead agencies staff as appropriate to evaluate direct and indirect impacts of the reduction measures in the regional reduction plan on existing or planned public services (e.g., police, fire, etc.).

Recreation. Atkins will evaluate on a programmatic level the regional reduction plans impacts, if any, on recreational resources. It is anticipated that the regional reduction plan will have no impacts on recreation.

Transportation and Circulation. Atkins will use the data from the Traffic Modeling prepared by ICF International as part of Task 4.2 in their scope of work to evaluate regional traffic impacts. Atkins will provide localized analysis of potential impacts to Level of Service (LOS) in close proximity to transit oriented development. The EIR analysis will weigh the regional benefits of reduced vehicle trips and VMT associated with transit oriented development with the localized impacts to LOS in the immediate vicinity of these sites.

Utilities and Service Systems. Atkins will evaluate on a programmatic level the potential impacts to utility infrastructure associated with increased renewable energy generation and the placement of renewable energy projects. Atkins will recommend mitigation measures to reduce

potential impacts to utility infrastructure. Atkins will also evaluate potential impacts, if any, on the existing water conveyance infrastructure associated with water conservation reduction measures.

Project Alternatives. Based on any potential impacts identified for the project, or alternative project scenarios to be considered by the lead agencies, Atkins will develop appropriate alternatives to reduce or eliminate significant impacts. Atkins will evaluate up to three alternatives, including a no-project alternative.

Mandatory Findings of Significance. Atkins will summarize the results of the environmental analyses to determine if any direct or indirect impacts of the project will cause significant harm to natural or man-made resources, consistent with the latest requirements of CEQA.

Cumulative Impacts. Atkins will work in conjunction with lead agencies staff to develop a cumulative projects list. Atkins will also use the most recent changes in CEQA to analyze potential cumulative impacts associated with the regional reduction plan. Atkins will also examine potential growth-inducing impacts of the project.

List of Products:

- Provide up to three (3) printed and bound copies of the ADEIR to each participating city and SANBAG, an electronic copy of the ADEIR. We assume two iterations of the ADEIR before the document is approved for public distribution.

Task 3D: Draft EIR Ready for Public Distribution

Following receipt of lead agencies' comments on the Administrative Draft EIR, Atkins staff will revise the document to produce a Draft EIR document suitable for circulation and 45-day public review. Atkins assumes a maximum of two review cycles with compiled comments to convert the administrative document to a draft document suitable for circulation. Additional review cycles will require an adjustment to the contract.

The Notice of Completion (NOC) for the Draft EIR will be filed with the State Clearinghouse with the Draft EIR. The Notice of Availability (NOA) of the Draft EIR will be sent via first class mail (with proof of receipt) to agencies and other parties to notify them that the Draft EIR is available for review.

Atkins will provide 150 printed copies of the Draft EIR for public distribution, including appendices on CD. Atkins will distribute the Draft EIR to the State Clearinghouse, and up to 40 local public agencies. Additional copies will be made available at the offices of each of the lead agencies. The use of electronic versions of the document on CDs for all or portions of the EIR can reduce the direct expenses associated with this project. Atkins will work with the lead agencies to evaluate the appropriateness of electronic distribution for use on this project.

List of Products:

- Provide up to a total of 150 printed and bound copies of the Draft EIR and NOA. Technical appendices will be provided on CD-ROM in a pocket at the back of each document. Fewer copies may be required to be printed if demand is limited.

- Provide one (1) electronic copy of the Draft EIR and technical appendices to each of the lead agencies.
- Mail 15 copies of the Draft EIR and NOC to the State Clearinghouse via overnight delivery.
- Mail copies of the Draft EIR to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.
- Mail copies of the NOA to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.

Task 3E: Final EIR

Atkins will prepare a Response to Comments document that will include responses to substantive issues raised on the Draft EIR, and include annotated comment letters. Up to 86 hours of professional staff time have been budgeted for this task.

Overly voluminous or detailed comments may require additional time and a contract amendment.

Atkins will submit a screencheck final EIR that will include Response to Comments and descriptions of any revised material from those found in the DEIR for internal review by each of the lead agencies. Upon receipt of lead agencies' comments, Atkins will revise the Final EIR document and distribute to commenting agencies.

List of Products:

- Provide an electronic copy of the screencheck Final EIR document to each of the participating cities, SANBAG, and the County for internal review.
- Provide up to 70 printed and bound copies of the Final EIR. Distribute necessary copies to recipients via first class mail using a list provided by the lead agency.

Task 3F: Findings of Fact and Statements of Overriding Consideration

Atkins will prepare the written findings for each significant effect identified in the EIR, pursuant to Section 15091 of the State CEQA Guidelines, and the Statement of Overriding Considerations (SOC), pursuant to Section 15093 of the State CEQA Guidelines. The lead agency may provide the format for this document, or defer to Atkins as to format. Atkins will prepare draft findings for each significant effect identified in the EIR and prepare an SOC if unavoidable significant impacts occur. As required by the State CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The SOC will rely on input from the lead agency and the project applicant regarding the benefits of the project. The Draft Environmental Findings will be submitted for internal review. Upon receipt of lead agency and applicant comments, the Draft Environmental Findings will be revised and resubmitted by email for lead agency use in considering the project. Up to 86 hours of professional staff time have been budgeted for this task. Extensive revisions that require additional time may result in the need for a contract amendment.

List of Products:

- Provide each of the lead agencies up to three (3) copies of the final Findings of Fact and Statement of Overriding Considerations and one (1) electronic copy for staff use.

Task 3G: Notice of Determination

The Notice of Determination (NOD) will be filed in person with the San Bernardino County Clerk of the Board within three business days of project approval. The lead agencies will provide the funds necessary for the CDFG filing fees at the time of the filing of the NOD. Following filing with the Clerk of the Board, the NOD will be sent via overnight mail to the State Clearinghouse for posting.

List of Products:

- Provide copies of the NOD for signature by each of the lead agencies. One copy will be filed with the County Clerk and the other will be sent to the State Clearinghouse via overnight delivery. The NOD's will be appropriately filed within 48 hours of project approval. The applicant and/or the lead agency are responsible for all filing fees (CDFG fee, County processing fee). A check for these fees must be made available to Atkins at the time of project approval to avoid filing delays.

Task 3H: GHG Significance Thresholds and CEQA Streamlining Methodology

Atkins will provide CEQA Thresholds for climate change impacts based upon the regional GHG reduction plan and the Draft and Final EIR. The CEQA thresholds document will discuss the method for tiering CEQA analysis of future development projects by each of the lead agencies using the GHG emission inventories and reduction strategies. This tiering process affords a consistent, legally defensible way of streamlining future CEQA analysis of climate change impacts for individual projects.

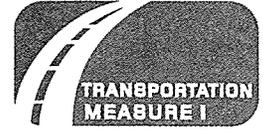
List of Products:

- Provide each lead agency up to three (3) printed and bound copies and one (1) electronic copy of the GHG Significance Thresholds and CEQA Streamlining Methodology document.

Attachment "B"

Estimate of Costs

ICF Jones and Stokes:	\$27,125
Atkins:	\$11,260
Total:	\$38,385



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

Minute Action

AGENDA ITEM: 7

Date: June 20, 2012

Subject: Contract for Solar Power Site Assessments as part of a Regional Joint Solar Power Purchase Agreement Program

Recommendation:* That the Committee recommend the Board approve:

1. Contract 12142 with Newcomb Anderson McCormick for Solar Power Site Assessment Services (Attachment A) in an amount not-to-exceed \$421,410 for a contract term as described by Recommendation 3;
2. Budget amendment to transfer of \$16,678 from Task 0490 (Council of Governments New Initiatives) to Task 0492 (Joint Solar Power Purchase Agreement) for a total of \$43,410 to be funded from already collected General Assessment Dues; and
3. Exception to SANBAG's Procurement Policy No. 11000 and allow this contract to have a five-year term, which exceeds the three-year maximum term identified in the policy for standard SANBAG contracts.

Background: On November 2, 2011, the Board of Directors directed staff to structure a regional collaborative solar power procurement program.

This type of program will bring together a number of cities and other government agencies like water districts to aggregate their solar sites. The sites are evaluated and then those that make technical and economic sense are bundled together. Bidders are then sought who bid on building the solar photovoltaic sites

*

Approved
Plans and Programs Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	
-----	---	-----	--	-----	--	------	--	-----	--

Check all that apply.

PPC1206b-dab

C12142

for the agencies. The public agencies don't pay any up front capital costs for the installation. Instead, the agencies negotiate a power purchase agreement with the private firm to purchase the power generated by the solar installation for a fixed amount per kilowatt hour for a fixed amount of time.

Because more sites are identified collectively than any individual agency could identify, this collaborative is able to negotiate more favorable power rates which can reduce each agency's utility bills. Also, by pursuing solar power as a collaborative, each agency can benefit from economies of scale and can reduce their costs for putting a solar deal together. Also, in this fashion, agencies that might not have a sufficient number of potential sites on their own, can join the collaborative and reap the benefits of a solar installation.

On February 1, 2012, the Board of Directors authorized the release of Request for Proposal (RFP) 12142 for solar power site assessment services. A total of 16 proposals were received in response to the RFP. A panel consisting of staff from SANBAG, the City of Victorville, the City of Rancho Cucamonga, the City of San Bernardino, and the County of San Bernardino were assembled to review all of the proposals and to create a shortlist to interview. The proposals that were received were from the following firms:

- BacGen Solar Group
- Borrego Solar
- Digital Energy, Inc.
- Energy Solutions
- Information & Energy Services, Inc.
- Lilburn Corp. and Sun to Market Solutions
- Navigant
- Newcomb Anderson McCormick
- Optony
- Project Navigator, LTD
- Sage Renewables
- SilRay, Inc.
- Sustainable Strategies Today
- URS
- West American Development LLC
- Worley Parsons

These proposals were evaluated by the panel based on the following criteria:

1. Overall qualifications of the firm and their experience in performing work of a similar nature.
2. Qualifications of the proposed project staff.
3. The proposed work plan and how well it reflected SANBAG's

- requirements.
4. Specific experience in evaluating and specifying solar photovoltaic installations in a variety of settings; and experience in calculating energy potential and cost savings for a specific site.
 5. The experience of the firm in bundling sites for better installation and financing rates; and the firms experience with the various financing structures and tax benefits available.
 6. The firms experience in managing large photovoltaic installations covering a number of sites.

After evaluating all of the proposals, the evaluation panel selected the following six firms to interview:

- BacGen Solar
- Borrego Solar
- Energy Solutions
- Newcomb Anderson McCormick
- Optony
- Sage Renewables

The evaluation panel scored each proposer on information provided in their presentation and their response to questions during the question and answer session. Each of the proposers was well prepared and clearly presented their qualifications for assisting SANBAG with this project. The panel seriously considered all of the material presented and felt that two firms stood out as able to perform the work required by SANBAG: Newcomb Anderson McCormick and Optony. However, the consensus of the panel was that Newcomb Anderson McCormick best met the needs of SANBAG for this project. The panel recommended that SANBAG negotiate with Newcomb Anderson McCormick, but noted that should negotiations be unsuccessful, then Optony should be recommended for this project.

Some of the reasons cited by the panel in recommending Newcomb Anderson McCormick are their experience working with large photovoltaic projects across multiple sites, their depth of engineering and project management experience, and their overall understanding of SANBAG's needs.

The proposed contract is broken into two phases. The cost of the first phase is \$43,410. The first phase is to work with government agencies to educate them about the project and develop a survey instrument that can be used by agencies to identify potential solar sites. The next step would be to conduct an initial evaluation of these sites to determine their suitability for construction based on location and potential cost and utility savings. This analysis will be provided to

the agencies so that a short list of the most viable projects can be identified and so that agencies can make a decision whether to participate and contribute to the second phase of the project.

The second phase of the project is estimated to cost \$378,000, though a total cost will not be known until the total number of solar sites that are to be built is known. The cost of the second phase will be divided by the total number of sites to be built and each agency will contribute their share to fund this phase. This phase involves designing the site, bundling the sites and developing the best financing plan, bidding the bundled sites and overseeing construction.

Based on the recommendation of the evaluation panel, it is recommended that the Committee recommend that the Board of Directors approve the contract with Newcomb Anderson McCormick. This contract is for a total term of five years which is beyond the scope of SANBAG's current policy. This exception is requested to allow the consultant sufficient time to complete the project. The cost for the first phase of the contract is \$43,410. This first phase is being funded by SANBAG from the General Assessment Dues collected to fund Council of Government Activities. This amount is \$13,410 over the initial amount allocated by the Board of Directors for this purpose. A budget transfer is requested in the amount of \$16,678 to Task 0492 (Joint Solar Power Purchase Agreement). The second phase of this contract is estimated at \$378,000 and will be funded entirely from contributions from participating agencies.

Financial Impact: The proposed contract will cost SANBAG \$43,410 and will be funded in Task 0492 (Joint Solar Power Purchase Agreement). A budget transfer is required to increase the original allocation of already collected General Assessment Dues by \$16,678 from \$26,732 to \$43,410. The second phase of the contract is estimated at \$378,000. A separate budget amendment will be brought to the Board of Directors before proceeding with the second phase of the project. The expenditures for the second phase will be offset by revenue from participating public agencies.

Reviewed By: This item will be reviewed by the Plans and Programs Committee on June 20, 2012. The contract has been reviewed and approved as to form by SANBAG's General Counsel and Contracts Manager.

Responsible Staff: Duane A. Baker, Director of Management Services

CONTRACT SUMMARY SHEET

Contract No. C 12142 Amendment No. _____

By and Between

SANBAG and Newcomb Anderson McCormick

Contract Description Solar Power Site Assessment Services

Board of Director's Meeting Date: July 11, 2012
Overview of BOD Action: Recommend that the Board approve Contract 12-142 with Newcomb Anderson McCormick for Solar Power Site Assessment Services.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$ 421,410	Original Contingency Amount	\$ -0-
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$ -0-
Current Amendment Amount	\$	Contingency Amendment	\$ -0-
TOTAL CONTRACT VALUE	\$ 421,410	TOTAL CONTINGENCY VALUE	\$ -0-
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 421,410

Contract Start Date: July 11, 2012
 Current Contract Expiration Date: June 30, 2017
 Revised Contract Expiration Date: _____

Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. _____.

A Budget Amendment is required.

How are we funding current FY? FY 12/13 Phase 1 Funded from Council of Governments General Assessment Dues

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the **Overall** Funding for the duration of the Contract:

Phase 1 funded from COG General Assessment Dues \$43,410; Phase II will be funded by contributions from participating agencies based on a per site cost Phase II total estimated at \$378,000.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % N/A.

Disadvantaged Business Enterprise (DBE) Goal N/A % Underutilized DBE (UDBE) Goal N/A %

Duane A. Baker
Task Manager (Print Name)
Duane A. Baker
Project Manager (Print Name)
Jeffery Hill
Contracts Manager (Print Name)

Duane A. Baker 6/12/12
Signature Date
[Signature] 6/12/12
Signature Date
[Signature] 6/12/12
Signature Date

Chief Financial Officer Signature (Print Name)

Signature Date

Attachment A

Scope of Services

The Contractor shall provide the following Professional Services:

PHASE I

- 1) Assist SANBAG in conducting two workshops to educate public agencies in San Bernardino County about applicable solar financing, project types, technologies and procurement process.
- 2) Assist in developing a questionnaire to be used by public agencies in San Bernardino County to identify potential solar power sites.
- 3) Evaluate all potential solar power sites for feasibility. The evaluation should include a map of the solar intensity within the parcel boundary of each potential solar installation based on an on-site visit, as well as an analysis of the operational, facility, geological, and environmental challenges specific to that site that may require further detailed assessment or that may limit the range of options for solar electricity generation.
- 4) Conduct an initial economic and financing analysis of each feasible site and all likely sites in aggregate. The analysis should include:
 - a) The economic feasibility of each solar installation with realistic project costing forecasts.
 - b) Potential financing mechanisms including at a minimum:
 - i) Direct purchase
 - ii) Lease
 - iii) Debt financing
 - iv) Power Purchase Agreement (PPA) financing
 - c) Available state and federal rebate/incentive programs.
 - d) Applicable electricity rate schedules.
 - e) Allowances for any potential changes to rebate/incentive structures that may occur before installation.
- 5) Prepare an initial report that can be used by SANBAG and other public agencies in San Bernardino County to make decisions about whether to proceed with further analysis and procurement.

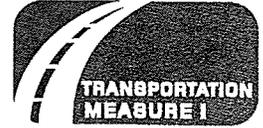
PHASE II

- 1) Prepare a final report for each site ultimately selected for further analysis and procurement by participating public agencies at conclusion of Phase I that includes the following:
 - a) Total generation potential, given available space.
 - b) Anticipated electrical and/or natural gas savings.
 - c) Potential CO₂ reductions.
 - d) Minimum and maximum recommended installation capacity.
 - e) Comparison of actual electricity consumption at the site to the optimized system size and output.
 - f) Minimum and maximum recommended installation capacity, given expected energy usage.
 - g) Any suggested tree trimming/removal for recommended capacities.
 - h) Anticipated site specific challenges – especially potential CEQA concerns.

- i) Electrical and structural analysis to determine feasibility of connecting solar system to the building's electrical system, as well as whether or not the building's rooftop is structurally adequate to support the projected load in compliance with the Uniform Building Code.
 - j) Compare the expected system output with the actual electricity consumption at the site to optimize system size for electricity generation, this should include a time of use load profile for the facility.
 - k) Provide recommendations on any necessary upgrades to electrical transfer switches or other infrastructure needed for interconnection.
-
- 2) Assist SANBAG in drafting RFP conditions, system designs and specifications.
 - 3) Assist SANBAG in drafting other procurement documents and agreements for use by each participating public agency.
 - 4) Provide technical expertise throughout the procurement and assist in responding to vendor inquiries.
 - 5) Assist SANBAG in evaluating proposals by providing technical analysis on technology, price and performance.
 - 6) Assist with contract negotiations with vendor and assist with contract terms. Provide project management services for solar power installations including coordination between vendor and participating public agency and contract compliance.

Attachment B
Newcomb Anderson McCormick, Inc.
Hourly Rates

Classification	Billing Rates (\$/Hr)
Principal	\$198
Senior Program Manager/Senior Engineer	\$180
Program Manager/Energy Engineer	\$140
Project Coordinator/Administrator	\$80



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

Minute Action

AGENDA ITEM: 8

Date: June 20, 2012

Subject: Contracts to Implement and Finance a Property Assessed Clean Energy (PACE) Program in San Bernardino County

Recommendation:* That the Committee recommends the Board approve the following contracts related to the formation of an on-going operation of a PACE Program and approve an exception to SANBAG Policy to allow for the terms of these contracts to exceed three-years.

1. Contract 12141 with The PFM Group to serve as Financial Advisor and Program Manager for a PACE Program for a contract term as described by Recommendation 5.
2. Contract 12245 with Best, Best and Krieger LLP to provide legal services related to the formation and on-going operation of a PACE Program for a contract term as described by Recommendation 5.
3. Contract 12247 with David Taussig & Associates to provide Special Tax Consultant and Assessment Engineering services related to the formation and on-going operation of a PACE Program for a contract term as described by Recommendation 5.
4. Contract 12248 with Westhoff, Cone & Holmstedt to provide Placement Agent services related to the formation and on-going operation of a PACE program for a term as described by Recommendation 5; and

*

Approved
Plans and Programs Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	
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Check all that apply.

PPC1206a-dab

Attachments: C12141, C12245, C12247, C12248

5. Approve five-year contract terms for Contract Nos. C12141, C12245, C12247, and C12248, which exceed the three-year contract term identified in SANBAG's Procurement Policy 11000.

Background:

On November 2, 2011, the Board of Directors directed staff to proceed with the steps necessary to create a regional energy efficiency and water conservation improvement loan program as defined by Assembly Bill (AB) 811 and AB 474 and commonly referred to as a Property Assessed Clean Energy (PACE) Program.

A PACE Program allows a jurisdiction and an interested property owner to enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently fixed to the property. The jurisdiction loans the property owner the funds for the improvement. The amount of the loan plus a fixed interest amount is repaid through an assessment on the property tax bill for the property. The term of the loan is typically 20 years.

The jurisdiction gets the funds to loan by selling bonds to private investors secured by the property tax assessments paid by the property owners

The PACE program can serve as a conduit to get millions of dollars in private investment circulating in the local economy. The program can help residential property owners lower their energy bills. The program can help commercial property owners and businesses lower their energy and water costs which could help make them more competitive. This private investment can help create jobs for contractors, installers, and suppliers of the materials used for these improvements. All of this economic benefit also directly benefits our environment by reducing greenhouse gas emissions, delaying construction of new power plants, helping the common goal of energy security, and conserving water.

On February 1, 2012, the Board of Directors authorized the release of Request for Proposal (RFP) 12141 for services to assist in the formation and implementation of financing mechanisms for a PACE Program in San Bernardino County.

A total of three proposals were received in response to the RFP. A panel consisting of staff from SANBAG, Western Riverside Council of Governments (WRCOG), and the City of San Bernardino were assembled to review the three proposals. The proposals that were received were from the following firms:

- The PFM Group
- Ygrene Energy Fund
- Figtree Energy Resource

The three proposals were evaluated by the panel based on the following criteria:

1. Overall qualifications of the firm and their experience in performing work of a similar nature.
2. Qualifications of the proposed project staff.
3. The proposed work plan and how well it reflected SANBAG's requirements.
4. The financial capability in structuring PACE Programs and their demonstrated ability to raise capital for PACE Programs.
5. The experience of the firm in the annual administration of PACE Programs such as accepting applications, marketing, working with contractors, and completing the annual report.
6. The ability of the firm to provide good customer support to property owner applicants and contractors.

After evaluating all three proposals, the evaluation panel selected The PFM Group and Ygrene Energy Fund to interview. The evaluation panel scored each proposer on information provided in their presentation and their response to questions during the question and answer session. Each of the proposers was well prepared and clearly presented their experience and the key points of their proposal. However, the panel unanimously scored the team led by The PFM Group as the highest ranked proposer that best met the needs of SANBAG. Some of the reasons cited by the panel in recommending The PFM Group are their experience with a similar program in the Inland Empire, established relationships with contractors that would make implementation and marketing easier, a program structure that would be familiar for contractors to use in both San Bernardino and Riverside Counties, an emphasis of their role as SANBAG's financial advisors and the ethical responsibility to represent our interests, and a financial commitment of \$200 million to underwrite the program.

Based on the recommendation of the evaluation panel, it is recommended that the Committee recommend that the Board of Directors approve contracts for the firms that will provide services to SANBAG as part of The PFM Group team. All of these vendors were part of a single RFP response but because these firms must have a direct relationship with SANBAG to act as our advisor rather than a relationship as a subcontractor, each member of the team has their own contract. The terms for these contracts shall be for four years with an option for an additional four years. The reason for these terms is to allow the team and the investor's sufficient time to recoup their costs to justify the up-front investment.

1. Contract 12-141 with The PFM Group to serve as Financial Advisor and Program Manager.
2. Contract 12-245 with Best Best and Krieger LLP to provide legal services.
3. Contract 12-247 with David Taussig & Associates to provide Special Tax Consultant and Assessment Engineering services.
4. Contract 12-248 with Westhoff, Cone & Holmstedt to provide Placement Agent services.

The closing costs proposed for this program are:

Category	Commercial Program	Residential Program
Total Closing Costs:	4.45% + \$200.00 + PFM fee per schedule	4.70% + \$200.00
Underwriting and Administration – Samas Capital	2.40%	
Underwriting and Administration – Renovate America		2.50%
Financial Advisory and Program Management	See schedule below ¹	\$150.00

¹ PFM Commercial Fee Schedule:

Fee per Assessment	Assessment Amount
\$750	Less than or equal to \$100,000
\$1,500	Greater than \$100,000 and less than or equal to \$250,000
\$3,000	Greater than \$250,000 and less than or equal to \$500,000
\$4,500	Greater than \$500,000 and less than or equal to \$750,000
\$7,500	Greater than \$750,000

- PFM Group		
Special Tax Consultant/Assessment Engineer – David Taussig & Assoc.	0.40%	0.40%
Trustee - US bank	\$200.00	\$50.00
Legal – Best, Best & Krieger	1.00 %	1.00%
Placement Agent – Westhoff, Cone & Holmstedt	0.35%	0.35%
Program Sponsorship – SANBAG	0.30%	0.45%

Financial Impact: These contracts will not have an impact on the adopted SANBAG budget. The services provided by these firms are being provided “at risk” and they will only be paid once projects are financed and then they will be paid out of the closing costs of each property owner and not by SANBAG or its member agencies. SANBAG staff time associated with this item has been budgeted in Task No. 0708 – PACE Program.

Reviewed By: This item will be reviewed by the Plans and Programs Committee on June 20, 2012. The contracts have been approved as to form by SANBAG’s General Counsel and Contracts Manager.

Responsible Staff: Duane A. Baker, Director of Management Services



CONTRACT SUMMARY SHEET

Contract No. C 12141 Amendment No. _____

By and Between

San Bernardino Associated Governments and The PFM Group

Contract Description Services to assist in the formation, implementation and ongoing operation of a Property Assessed Clean Energy (PACE) Program

Board of Director's Meeting Date: July 11, 2012	
Overview of BOD Action: Approve contract with PFM Group as Financial Advisor & Program Manager for a PACE Program	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW

Original Contract Amount	\$	0.00	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	0.00	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	0.00

Contract Start Date July 11, 2012	Current Contract Expiration Date June 30, 2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0780 (FY 12/13).

A Budget Amendment is required.

How are we funding current FY?

<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
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Provide Brief Overview of the Overall Funding for the duration of the Contract:

Contractor shall be paid from proceeds from Program Bonds, application fees and closing costs.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ % Underutilized DBE (UDBE) Goal _____ %

<u>DAVE A. BAKER</u>	
Task Manager (Print Name)	Signature
<u>DAVE A. BAKER</u>	<u>[Signature]</u>
Project Manager (Print Name)	Date
<u>Jeffery Hill</u>	<u>6-13-12</u>
for Contracts Manager (Print Name)	Signature
<u>WILLIAM STWARDS</u>	<u>[Signature]</u>
Chief Financial Officer Signature (Print Name)	Date
	<u>6/13/12</u>

mmw
6/13/12

“SCOPE OF SERVICES”

The Consultant shall provide the following Professional Services:

FINANCIAL ADVISORY SERVICES FOR PROGRAM

- Develop a financing plan for the Program
- Make recommendations as to changes to the Program
- Recommend a method of bond sale which will result in the lowest borrowing cost for the Program
- Secure, review and evaluate funding sources and related criteria for the provision of funding for the Program
- Provide cash flow analysis and other related schedules for Program
- Perform functions to facilitate the marketing, placement and sale of Program bonds, including review of all funding agent and/or bond purchase or placement agreements for compliance and conformity with Program goals and guidelines
- Assist in the evaluation of all other consultants, including legal counsel, for the Program, including the review of such engagement agreements
- Assist in the development and preparation of bond sale documents
- Assist in the sale and closing of any bond issue for the Program
- Advise SANBAG as to the timing and terms of the bond sale including interest rate
- Attend finance team and Board meetings as needed.
- Advise SANBAG on financing alternatives, cash flow analysis, and market conditions

PROGRAM MANAGER SERVICES FOR PROGRAM

General

- Team Strategy - Assist, as necessary, with the establishment and implementation of financing mechanisms for the Program, including attendance at meetings to discuss the proposed approach, responsibilities, and timeline for forming or modifying the District.
- District Formation Documents – Assist SANBAG in forming a Contractual Assessment District (the “District”); create all necessary legal documents and resolutions required for formation; assist with any modifications required to streamline or facilitate financing, including review of legal and engineering documents circulated in connection with the Program and the preparation of timelines
- Other Consultants - Assist in obtaining consultants to assist with Program administration and Program financing; including, but not limited to: origination platform for Program administration, assessment administrator, trustee, and renewable energy/verified energy emission reduction credit broker(s).
- Participating Members - Assist with participating political subdivisions.
- Future Participation Procedures - Work with SANBAG to develop a streamlined process for future political subdivisions’ participation in the Program, as may be applicable in the future.

- Application Review - In collaboration with Program Administrator(s), for each application, monitor review of the application and verifying data. Upon final approval of application, calculate the assessments and provide a repayment schedule for each Assessor's Parcel.
- Processing – In collaboration with Program Administrator(s), prepare standardized sequence of events and responsibilities related to each Contractual Assessment, including, but not limited to, petition filing, public noticing, recording of documents.
- Monitor and Coordinate Program Administration - Monitor and coordinate all components of the Program related to the development and ongoing management of the funding components as set forth in Attachment A-1.

Annual Administration

- Data Management – Review of updated automated parcel database to include all parcels within the Program. Data items will include Assessor Parcel Number and assessment amount.
- Financial Analysis – Verify Assessment Administrator's annual repayment amount calculation for each parcel within the District. Assist the Assessment Administrator with determination of the annual administrative costs to be added to the annual assessment.
- Report Review - Review of the Annual Assessment Report containing the findings of the financial analysis for the Program assessments.
- Monitoring of Submittal of Assessments to County Auditor – Monitor the submittal by the Assessment Administrator of assessments for the Program each year to the County for inclusion on the consolidated property tax bills.
- Other Tasks - Monitor Assessment Administrator's tracking of payments of assessment installments, preparation of delinquency reports, preparation and mailing of delinquency notices, and provision of administrative data. Provide appropriate administrative data to bondholders upon request, and responding to property owner inquiries.
- SANBAG Annual Report – Work with SANBAG staff to identify relevant Program components for reporting and public relations purposes. Provide annual report of annual Program results for submission to SANBAG Board of Directors. Support SANBAG efforts to utilize data for solicitation of additional local governments' participation in the Program.

EXTRA WORK

- Monitor Additional Revenue Generating Incentive Opportunities – Assist SANBAG in identifying, aggregating, certifying and monetization of additional revenue generating incentives related to environmental benefits, ie., Verified Emission Reduction Credits (VERs), Renewable Energy Credits (RECs), and others as appropriate.
- Grants – Assist in identifying other sources of grant funds for the Program.



CONTRACT SUMMARY SHEET

Contract No. C 12245 Amendment No. _____

By and Between

San Bernardino Associated Governments and Best Best & Krieger LLP

Contract Description Legal services to assist in the formation, implementation and ongoing operation of a Property Assessed Clean Energy (PACE) Program

Board of Director's Meeting Date: July 11, 2012	
Overview of BOD Action: Approve contract with Best Best & Krieger LLP to provide legal services for a Pace Program.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW

Original Contract Amount	\$	0.00	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	0.00	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 0.00

Contract Start Date July 11, 2012	Current Contract Expiration Date June 30, 2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0780 (FY 12/13).

A Budget Amendment is required.

How are we funding current FY?

<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
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Provide Brief Overview of the Overall Funding for the duration of the Contract:
Contractor shall be paid from proceeds from Program Bonds, application fees and closing costs.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % ____.

Disadvantaged Business Enterprise (DBE) Goal ____ % Underutilized DBE (UDBE) Goal ____ %

<u>Duane A. Saket</u>	<u>[Signature]</u>	6-13-12
Task Manager (Print Name)	Signature	Date
<u>Duane A. Saket</u>	<u>[Signature]</u>	6-13-12
Project Manager (Print Name)	Signature	Date
<u>Jeffery Hill</u>	<u>[Signature]</u>	6/13/12
for Contracts Manager (Print Name)	Signature	Date
<u>WILLIAM STAWARSIC</u>	<u>[Signature]</u>	6/13/12
Chief Financial Officer Signature (Print Name)	Signature	Date

“SCOPE OF SERVICES”

The Consultant shall provide the following Professional Services:

BOND COUNSEL SERVICES

- Advise SANBAG and the PACE Program team on the two alternative financing structures available to implement a PACE Program: the Contractual Assessment Program approach and the SB 555 approach. Such advice shall include a comparison of the scope and procedures for the implementation of the two alternatives and the legal, financial and administrative advantages and disadvantages.
- Prepare resolutions or agreements to be adopted by participating members of SANBAG or entered into between SANBAG and such member agencies to authorize SANBAG to establish and operate a PACE Program within the territorial limits of each such member agency.
- Advise SANBAG Board and staff and consult with the PACE Program team regarding the legally required steps to be undertaken to establish the selected PACE Program.
- Prepare all resolutions, notices and other legally required documents necessary to establish the agreed upon PACE Program.
- Prepare all necessary agreements between SANBAG and the property owners participating in the PACE Program and the entities providing financing for the PACE Program.
- Review all marketing materials proposed to be utilized in the PACE Program to ensure such material comply with any applicable consumer protection laws.
- Prepare all agreements, notices and other documents necessary to provide for the issuance of bonds to finance the PACE Program.
- Prepare all pleadings required to initiate and prosecute judicial proceedings to validate the PACE financings and represent SANBAG in such validation proceedings.
- Following completion of the validation proceedings and implementation of the PACE Program, prepare final versions of all bond documents, certificates and agreements necessary to enable SANBAG to issue and sell such bonds.
- Provide opinions regarding the validity and the enforceability of such bonds to be delivered upon the issuance thereof.
- Coordinate and oversee the closing of the issuance of all bonds.
- Advise the SANBAG Board and staff and consult with the PACE Program team regarding each of the foregoing steps.
- Advise the SANBAG Board and staff and consult with the PACE Program team regarding applicable federal and state securities laws and federal tax laws relating to sales of bonds. Such advice shall include a comparison of the legal and regulatory requirements for the implementation of a bond sale through a public offering or on a private placement basis and the legal, financial, and administrative advantages and disadvantages of the two alternatives (including considerations such as regulatory approvals, applicable exemptions from registration, and continuing disclosure obligations).
- Attend meetings of the SANBAG Board and the PACE Program team as requested by SANBAG staff.
- Provide continuing advice to the SANBAG Board and staff and consultant with the PACE Program team regarding changes in applicable federal or state law.



CONTRACT SUMMARY SHEET

Contract No. 12247

Amendment No. _____

By and Between

San Bernardino Associated Governments

David Taussig & Associates

Contract Description **Special Tax Consultant/Assessment Engineer Services to assist in the formation implementation, and ongoing operation of a Property Assessed Clean Energy (PACE) Program.**

Board of Director's Meeting Date: July 11, 2012			
Overview of BOD Action: Approve contract with David Taussig & Associates to provide Special Tax consultants & Assessment Engineer for a PACE Program			
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
CONTRACT OVERVIEW			
Original Contract Amount	\$	0.00	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$		Contingency Amendment
TOTAL CONTRACT VALUE	\$	0.00	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value +			\$ 0.00
Contract Start Date July 11, 2012	Current Contract Expiration Date June 30, 2016	Revised Contract Expiration Date	
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.			
FINANCIAL INFORMATION			
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0780 (FY 12/13)</u> .			
<input type="checkbox"/> A Budget Amendment is required.			
How are we funding current FY?			
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds <input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: Contractor shall be paid from proceeds from Program Bonds, application fees and closing costs.			
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable			
CONTRACT MANAGEMENT INFORMATION			
Check all applicable boxes:			
<input type="checkbox"/> Retention? If yes, indicate % _____.			
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %		<input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	
<u>DUNNE A. SAKER</u> Task Manager (Print Name)	<u>[Signature]</u> Signature	<u>6-13-12</u> Date	
<u>DUNNE A. SAKER</u> Project Manager (Print Name)	<u>[Signature]</u> Signature	<u>6-13-12</u> Date	
<u>Jeffery Hill</u> Contracts Manager (Print Name)	<u>[Signature]</u> Signature	<u>6-13-12</u> Date	
<u>WILLIAM SPARKS</u> Chief Financial Officer Signature (Print Name)	<u>[Signature]</u> Signature	<u>6/13/12</u> Date	

11/13/12

“SCOPE OF SERVICES”

David Taussig & Associates, Inc. (“DTA”) shall provide consulting services necessary to assist the San Bernardino Associated Governments (“SANBAG”) project team in the formation of an assessment district and micro-bond sales to fund authorized PACE program facilities. Following the formation of the district, DTA shall provide consulting services to assist SANBAG with the annual administration of the assessment district. Our scope of work is shown below as two separate phases.

Phase I: Formation and Bond Sale

Tasks completed by DTA shall include the following:

- Assist SANBAG project team with the preparation of required program documents, including the engineer’s report (or other similar document), assessment agreements, bond documents, and related items.
- Review assessment documentation for each parcel.
- Record the assessment agreements with the County of San Bernardino Recorder’s office.
- Enter parcel data (APN, debt service, maximum assessment) into DTA system.
- Attend meetings and provide verbal consulting services and advice to SANBAG project team.

Phase II: Annual Administration

Tasks completed by DTA for each program (i.e., commercial and residential) shall include the following:

Basic Tasks

The tasks under this section are included within our fee as explained in Exhibit B herein.

- DTA shall maintain a database of the parcels within each program, which will include the APN, annual assessment amount, and all other relevant data.
- DTA will submit the annual assessment levy on or before August 10 of each year, or such other date specified by the County of San Bernardino to the Auditor-Controller, for inclusion on the consolidated property tax bills.
- DTA shall review County records to determine which parcels are delinquent in the payment of taxes after each installment. DTA shall prepare a delinquency report and will send reminder letters to delinquent property owners.
- Respond to property owner questions.

Extra Tasks

- Any work related to delinquencies and/or foreclosure proceedings following the removal of the charge from the County's tax roll will be charged an additional fee (to be paid by the delinquent property owner).
- Preparation of prepayment calculations as requested by the district, property owner, or other interested party. Following each prepayment, DTA will prepare the appropriate bond call documents for the Trustee and prepare and record the notice of cancellation with the County.

Phase II: Additional Work

DTA will perform additional work as requested by SANBAG.



CONTRACT SUMMARY SHEET

Contract No. C 12248 Amendment No. _____

By and Between

San Bernardino Associated Governments and Westhoff, Cone & Holmstedt

Contract Description Placement Agent Services to assist in the formation, implementation, and ongoing operation of a Property Assessed Clean Energy (PACE) Program

Board of Director's Meeting Date: July 11, 2012	
Overview of BOD Action: Approve contract with Westhoff, Cone & Holmstedt to provide Placement Agent Services for a PACE Program.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW

Original Contract Amount	\$ 0.00	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$ 0.00	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$ 0.00

Contract Start Date July 11, 2012	Current Contract Expiration Date June 30, 2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0780 (FY 12/13).

A Budget Amendment is required.

How are we funding current FY?

<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
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Provide Brief Overview of the **Overall** Funding for the duration of the Contract:
Contractor shall be paid from proceeds from Program Bonds, application fees and closing costs.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ % Underutilized DBE (UDBE) Goal _____ %

<u>Duane A. Baker</u>	<u>Duane A. Baker</u>	<u>6-13-12</u>
Task Manager (Print Name)	Signature	Date
<u>Duane A. Baker</u>	<u>Duane A. Baker</u>	<u>6-13-12</u>
Project Manager (Print Name)	Signature	Date
<u>Jeffery Hill</u>	<u>Jeffery Hill</u>	<u>6/13/12</u>
for Contracts Manager (Print Name)	Signature	Date
<u>WILLIAM STAWARSKI</u>	<u>William Stawarski</u>	<u>6/13/12</u>
Chief Financial Officer Signature (Print Name)	Signature	Date

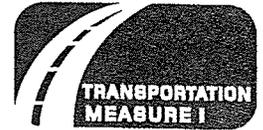
*mm
6/13/12
mm*

“SCOPE OF SERVICES”

The Consultant shall provide the following Professional Services:

Use its best efforts to arrange for the placement of the initial issuance of micro-bonds by SANBAG as Placement Agent for the PACE Program, including performance of the following services:

- Thoroughly review Program bond documents.
- Participate in Program bond sale and structuring, including the offering, solicitation and arrangement for the purchase of the micro-bonds.
- Review and negotiate the form of Investor Letter and Purchase Contract Acknowledgement of investor suitability pursuant to MSRB/SEC regulations.
- Use its best efforts in obtaining performance by each investor whose offer to purchase has been accepted.
- Execution of Placement Agent Certificate associated with each tranche of Bonds.



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

Minute Action

AGENDA ITEM: 9

Date: June 20, 2012

Subject: Amend agreement with the California Highway Patrol (CHP) C12175 for the addition of one half of a full-time CHP Officer for the supervision and daily operational oversight of the Freeway Service Patrol (FSP) Program and to reduce the amount of overtime funds.

Recommendation:* That the Committee recommend the Board approve:

1) Amendment No. 1 to Cooperative Agreement No. C12175 with the California Highway Patrol to provide additional funds in the amount of \$241,008.52 for the addition of one half of a full-time Officer, to provide supervision and daily oversight of the Freeway Service Patrol Program over a three-year period and to reduce the current overtime funds by \$30,000 in consideration for the addition of the one-half of the CHP Officer. The new not-to-exceed amount of this contract shall be \$361,008.52.

2) Budget Amendment to Task 704, Freeway Service Patrol Program, for fiscal year 12/13 to increase Service Authority for Freeway Emergency (SAFE) funds in the amount \$28,751 for a total budget of \$1,943,011 as specified in the Financial Impact Section.

*

Approved
Plans and Programs Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input checked="" type="checkbox"/>	CMA	<input checked="" type="checkbox"/>
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Check all that apply.

Background:

The Freeway Service Patrol (FSP) consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Over the years, FSP programs have demonstrated many benefits including; reduction of the time a motorist is in traffic lanes, traffic delays, fuel consumption, vehicular emissions and secondary incidents.

Since the San Bernardino FSP program was implemented in 2006, approximately 3,600 motorists have been assisted every month. Currently, in San Bernardino County, the FSP services sixty centerline miles of San Bernardino freeways.

In December 2011, the board approved contract C12175 that provided a three-year Contract for officer supervision and operational oversight of the FSP Program and its tow truck drivers for a not-to-exceed amount of one hundred and fifty thousand dollars for the three years of the Contract. Approval of this amendment would provide the funds necessary for the addition of one-half of a full time CHP Officer as well as reduce the overtime funds by \$30,000.

Currently the California Department of Transportation provides SANBAG 1.5 officers to provide daily supervision of the FSP program. In the past year, the San Bernardino County FSP program has experienced increasing turnover of FSP drivers due to these challenging economic times. The State of California requires that each FSP driver must be FSP certified by the CHP in order to perform FSP tow services. Due to the increase in new tow FSP drivers, additional CHP training is necessary. With an increase in assists overall, the program is also looking to expand opportunities for improvement by having additional and constant supervision by the CHP. SANBAG is requesting approval for an additional \$241,008.52 to fund the addition of one half of a full-time officer to the program for three years. The other half which totals \$241,008.52 will be funded through our partner agency: Riverside County Transportation Commission.

The funds will also help in covering the officer time needed to perform the duties described below. Receiving one-half of a CHP Officer will ensure two fully dedicated officers' in San Bernardino County at all times. This in turn gives greater access for the FSP drivers to contact officers with in-field questions, coverage for officer time off, and allows the CHP to be more proactive with enforcement of program policies and contract compliance.

Supervisory Duties performed during FSP hours:

These are not all inclusive.

- Provide more constant; in field, on scene, program supervision.
- Provide "real time" decisions to incidents occurring in the field.

- Enforce program rules and guidelines through in-field supervision.
- Conduct all investigations with regards to equipment, personnel, damage, complaints in a more efficient manner.
- Inspect tow trucks on a spot check basis, as needed.
- Act as a FSP liaison between other governmental agencies, such as with other CHP personnel, Caltrans, cities, counties, etc.
- Be available to the public for FSP questions/comments/complaints.

Supervisory Duties performed during non- FSP hours:

- Maintain driver files, records, etc., for all drivers.
- Conduct training classes.
- Conduct background checks, testing, fingerprinting and certifications for new drivers.
- Preparation of training class materials (binders, maps, etc.).
- Maintaining the Standard Operating Procedures manual.
- Tracking of extra truck time, fines, penalties, certificates (Driver License, DL64, medical cards, Motor Carrier Permits, etc.).
- Attend various FSP related required meetings and training (TAC, quarterly driver's meeting, etc.).
- Maintenance of drop point maps to include changing local regulations.
- Monitoring of the AVL system, PDA items, radios, and any other computer related FSP equipment.
- Maintenance of required "field ready" equipment such as backup PDA items, safety vests, brochures, survey forms, magnetic signs, etc.
- Tracking of driver's tenure and performance with regard to driver recognition and rewards.
- Participate in the RFP process for new vendors, beats, etc.

Financial Impact: The current budget for Task Number 70413000 totals \$1,914,260 which includes \$1,284,644 of Freeway Service Patrol Funds, \$416,060 in SAFE funds, and \$213,556 in Measure I Traffic Management and Environmental Enhancement Fund (TMEE) funds for staff and related costs. This action will increase the total budget for Task Number 70413000 by \$28,951 in SAFE funds for a total fiscal year budget of \$1,943,011. All future fiscal year expenses will be budgeted accordingly during those years.

Reviewed By: This item will be reviewed by the Plans and Programs Committee on June 20, 2012. The Amendment is currently pending review by both SANBAG General Counsel, and the Contracts Administrator.

Responsible Staff: Duane A. Baker, Director of Management Services

CONTRACT SUMMARY SHEET

Contract No. C 12175 Amendment No. 1

By and Between

San Bernardino Associated Governments and California Highway Patrol

Contract Description FSP CHP Officer(s) Overtime and 1/2 of a full time officer position

Board of Director's Meeting Date: 7/11/12
Overview of BOD Action: Approve amendment NO. 1 for \$241,008.52 for the addition of one half of a full time CHP officer and reduce \$30,000 in overtime funds.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	150,000.00	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	150,000.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	211,008.52	Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	361,008.52	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 361,008.52

Contract Start Date 7/1/12	Current Contract Expiration Date 6/30/2015	Revised Contract Expiration Date 6/30/2015
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. _____.

A Budget Amendment is required.

How are we funding current FY? FSP \$32,000 and SAFE \$86,750.66

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:

This contract will be paid \$265,008.52 by SAFE (including amendment of \$28,751.00) funds and \$96,000 in State FSP funds.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ % Underutilized DBE (UDBE) Goal _____ %

Duane A. Baker
 Task Manager (Print Name)

Jenny Herrera
 Project Manager (Print Name)

Jeffery Hill
 Contracts Manager (Print Name)

William Stawarski
 Chief Financial Officer Signature (Print Name)

Duane A. Baker 6-12-12
 Signature Date

JAA 6/12/12
 Signature Date

Jeffery Hill 6/13/12
 Signature Date

William Stawarski 6/12/12
 Signature Date

**AMENDMENT NO. 1 TO
SANBAG AGREEMENT NO. C12175
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
FOR FREEWAY SERVICE PATROL
CHP AGREEMENT NO. 12R061002**

THIS AMENDMENT NO. 1 is made and entered into this ____day of _____, 2012, by and between the California Highway Patrol, Business Services Section, hereinafter called CHP, and San Bernardino Associated Governments hereinafter called SANBAG.

WHEREAS, on December 11, 2011, the Board of Directors approved CHP Agreement No. 12R061002 (SANBAG Contract No. C12175, effective July 1, 2012 through June 30, 2015, between SANBAG and CHP, under which SANBAG reimburses the CHP for overtime supervision and operation of a Freeway Service Patrol (FSP) program in San Bernardino County; and

WHEREAS, additional funds are needed for one half of a full-time officer position to provide additional support for the FSP program for the remainder of this contract.

SANBAG desires to increase the contract amount with CHP in order to continue running an efficient FSP program for the motoring public and CHP agrees to increase the maximum expenditures for Fiscal Year 2012/2013 by \$78,750.66, Fiscal Year 2013/2014 by \$80,325.67, and Fiscal Year 2014/2015 by \$81,932.19;

NOW THEREFORE, it is mutually understood and agreed by SANBAG and CHP that Agreement No. 12R061002 is hereby amended in the following particulars only:

Amend paragraph F of **ARTICLE 2. TERMS AND CONDITIONS**, and replace it in its entirety with the following new paragraph F:

F. SANBAG agrees to reimburse the CHP for **actual costs** incurred while performing overtime FSP related duties, in accordance with the following schedule:

Approximately 603 hours of available overtime during fiscal year 2012/2013, reimbursed at an estimated rate of \$67.61 per hour for an annual estimated amount of \$40,000.00.

Approximately 603 hours of available overtime during fiscal year 2013/2014, reimbursed at an estimated rate of \$67.61 per hour for an annual estimated amount of \$40,000.00.

Approximately 603 hours of available overtime during fiscal year 2014/2015, reimbursed at an estimated rate of \$67.61 per hour for an annual estimated amount of \$40,000.00.

SANBAG agrees to reimburse the CHP for one half of a full time officer position for the remainder of the contract at estimated annual amounts of \$78,750.66 for Fiscal Year 2012/2013, \$80,325.67 for Fiscal Year 2013/2014, and \$81,932.19 for Fiscal Year 2014/15.

It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, SANBAG agrees to reimburse CHP at the new hourly rate, but in no event shall the total amount exceed the maximum contract amount of \$361,008.52.

The balance of said Agreement remains unchanged.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

**DEPARTMENT OF CALIFORNIA
HIGHWAY PATROL**

Janice Rutherford
SANBAG Board President

T. L. Anderson, Assistant Chief
Administrative Services Division

Date

Date

APPROVED AS TO FORM:

Eileen Monaghan Teichert
SANBAG General Counsel

Date

Jeffery Hill
Contracts Administrator

Date

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IIEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

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

San Bernardino Associated Governments



MISSION STATEMENT

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

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

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

Approved June 2, 1993
Reaffirmed March 6, 1996