

AGENDA

Plans and Programs Policy Committee

August 15, 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

L. Dennis Michael, Mayor
Rancho Cucamonga

Vice Chair

Larry McCallon, Mayor
City of Highland

East Valley Representatives

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

Mountain/Desert Representatives

Rick Roelle, Council Member
Town of Apple Valley

Bill Jahn, Mayor
City of Big Bear Lake

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

AGENDA

Plans and Programs Policy Committee

August 15, 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 Michael

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

1. Possible Conflict of Interest Issues for the SANBAG Plans and Programs Meeting of August 15, 2012 Pg. 6

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. 7

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

Notes/Action

Discussion Items

Administrative Matters

3 Elimination of the Plans and Programs Committee Pg. 9

That the Committee recommend that the Board of Directors eliminate the Plans and Programs Committee and direct staff to modify Policy 10000 "Policy Committee Relationships and Procedures" and Policy 10002 "SANBAG Policy Committee Membership" to be consistent with this action. **Duane Baker**

Regional & Quality of Life Programs

4. Request for Proposal for Freeway Service Patrol Towing Services Pg. 12

That the Committee recommend the Board approve the release of Request for Proposals No. 13034 for the provision of Freeway Service Patrol Towing Services along the I-10 (Beats 3 & 8 separately). **Duane Baker**

Subregional Transportation Planning & Programming

5. Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report Pg. 38

That the Committee receive information on the status of the Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report and on the schedule for completion of the project. **Steve Smith**

6. San Bernardino County Transportation Analysis Model (SBTAM) Data Request Process Pg. 45

1) That the Committee receive information on the San Bernardino County Transportation Analysis Model Data Request Process, Data Request Form, and fee-for-service approach.

2) That the Committee approve SANBAG being reimbursed for costs for modeling services rendered to agencies and consulting firms, based on estimates to be provided by SANBAG on a project-by-project basis. **Steve Smith**

7. Southern California Association of Governments funding agreement for SANBAG participation in the Value Pricing Pilot Program Pg. 52

That the Committee recommend the Board:

1) Approve Contract C13038 with the Southern California Association of Governments (SCAG) for SANBAG participation in the Value Pricing Pilot Program and for a SANBAG contribution of \$68,400 toward funding of the Regional Express Lane Network Pre-Implementation Assistance portion of the project.

2) Approve an amendment to the SANBAG Fiscal Year 2012-2013 budget, increasing Task No. 0110 by \$68,400 using Measure I 1990-2010 Transportation Management and Environmental Enhancement funds (Fund 4907) for a new total of \$558,087. **Steve Smith**

Comments from Committee Members

Brief Comments from Committee Members

Public Comment

Brief Comments from the Public

ADJOURNMENT

Additional Information

Acronym List

Pg. 69

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 Anna Aldana 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: August 15, 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
		NONE	

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.

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

PLANS & PROGRAMS POLICY COMMITTEE ATTENDANCE RECORD - 2012

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

PLANS & PROGRAMS POLICY COMMITTEE ATTENDANCE RECORD - 2011

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

X = Member attended meeting. Empty box = Member did not attend meeting Crossed out box = Not a member at the time.



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

Minute Action

AGENDA ITEM: 3

Date: August 15, 2012

Subject: Elimination of the Plans and Programs Committee

Recommendation:* That the Committee recommend that the Board of Directors eliminate the Plans and Programs Committee and direct staff to modify Policy 10000 "Policy Committee Relationships and Procedures" and Policy 10002 "SANBAG Policy Committee Membership" to be consistent with this action.

Background: SANBAG currently has five Policy Committees that meet each month in addition to the monthly Board Meeting. This number of committees dictates that SANBAG staff spend a great deal of time simply preparing agendas and the materials that go with each of those agendas.

SANBAG staff believes that the current work of the Plans and Programs Committee can be effectively distributed among the remaining four committees and continue to allow for sufficient time for discussion and debate in the remaining committees while eliminating the need for one more agenda to be prepared. This will free up some staff time, particularly among the administrative support staff, that can be utilized for other functions.

SANBAG's committees were created to insure that Board Members are able to discuss and debate items in a smaller setting with fewer agenda items than would be possible at the full Board meeting. Due to the size of our Board of Directors and the number of items, it would be impractical to have full discussion of each

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Approved
Plans and Programs Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.
 PPC1208a-dab

item at the Board of Directors meeting. For this reason, SANBAG has placed great importance on participation in the Policy Committees.

As staff looked for ways to be more effective, each of the committees was evaluated to see if staff efforts could be consolidated and duplication eliminated. Below is a list of the committees and their general areas of responsibility.

- The Mountain/Desert Committee is required by Measure I and is the forum to discuss matters specific to the Mountain/Desert Region.
- The Major Projects Committee has a very full work load and is the committee where items specific to the Valley and the various freeway and interchange projects can be discussed.
- The Commuter Rail and Transit Committee deals specifically with that subject area and includes as members SANBAG Board Members that sit on the Metrolink Board of Directors and two members from the Mountain/Desert region that sit on transit agency boards.
- The Administrative Committee includes the Board Officers, the Chairs of the other Policy Committees, and representation by two city members and one county member from each of the three SANBAG subregions: Mountain/Desert, West Valley, and East Valley. This committee is responsible for policy direction for general organizational oversight, audit, finance, legislative affairs, personnel, and any item that is not covered by another committee.
- The Plans and Programs Committee provides policy direction on the Comprehensive Transportation Plan, the Congestion Management Plan, and programming issues related to the Regional Transportation Improvement Plan. The membership of this Committee includes all five members of the Board of Supervisors and three members each from the cities in the three SANBAG subregions.

After examining this information, staff felt that the Plans and Programs Committee could have its work divided among the other committees with the least impact to the way in which our Board members provide policy direction. Items that are specific to the Valley or the Mountain/Desert could go to the Major Projects Committee or the Mountain/Desert Committee respectively. Items that are of a more general nature or that affect the County as a whole could go to the Administrative Committee. Like the Plans and Programs Committee, the Administrative Committee has representation from across all three subregions and now has the Chairs of the other Policy Committees as members which make

this an even more ideal venue. In this way items would still get the review and discussion necessary so that Board Members could give proper policy direction.

Although professional staff would still need to prepare the same agenda items that would normally go to the Plans and Programs Committee, there would be one less agenda and one less meeting to prepare for and set up each month. This will have a positive impact on the ability of the administrative support staff to provide more quality control in putting together the remaining agendas and would provide them with more time to attend to the other routine items required for the daily operation of SANBAG.

Financial Impact: This item could reduce expenditures in the adopted SANBAG budget by up to \$14,000 for the remainder of the year due to reduced stipend payments.

Reviewed By: This item was reviewed by the Administrative Committee on August 8, 2012, and is scheduled for review by the Plans and Programs Committee on August 15, 2012.

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



- 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: August 15, 2012

Subject: Request for Proposal for Freeway Service Patrol Towing Services

Recommendation: * That the Committee recommend the Board approve the release of Request for Proposals No. 13034 for the provision of Freeway Service Patrol Towing Services along the I-10 (Beats 3 & 8 separately).

Background: Freeway Service Patrol (FSP) consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak commute hours to assist motorists with car trouble. The stretch of highway that the fleet roams up and down is referred to as a "Beat". FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reduce traffic congestion, as well as decrease fuel consumption, vehicular emissions, and secondary incidents. San Bernardino began its program in January 2006, and now has eight separate Beats in operation with more than 35,000 assists per year.

Funding from the State is based on population, urban lane miles and congestion in the urban area which qualifies for FSP service. In San Bernardino County, the urban area which qualifies for FSP funding is in the valley portion of the county.

In January 2006, four FSP beats were implemented, providing eight roaming tow trucks on I-10 from the Los Angeles County line, east to Waterman Avenue in

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Approved
Plans and Programs Committee

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG		CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.

PPC1208a-jh

Attachment: RFP13034

San Bernardino, and on I-15 from the Riverside County line to Baseline Street in Rancho Cucamonga.

The FY 2005/2006 allocation was sufficient to fund up to six Beats; which added a Beat on the SR-60 from the Los Angeles County line to Milliken Avenue in Ontario and another on the I-215 from the Riverside County line to 2nd Street in San Bernardino. During the remainder of the fiscal year, an additional two Beats were added: One on the SR-60 from the Los Angeles County line to Milliken Avenue in Ontario, and the other on the I-215 from the Riverside County line to 2nd Street in San Bernardino.

In the spring of 2006, the State submitted a budget change request so that \$6.2 million could be added to State FSP funding. With the FY 2006/2007 Budget approved, San Bernardino Associated Governments (SANBAG) was then able to fund two additional Beats: One on the I-215 from 2nd Street to Palm/Kendall Avenue in San Bernardino and the other continuing along the I-10 from Waterman to Orange Street in Redlands. This brought the State funded program to eight Beats. Since March of 2007, these eight FSP Beats currently assist approximately 3,000 motorists each month.

Two of the contracts for the original eight FSP beats are scheduled to end soon. One will end on February 28, 2013 (Beat 8) and the other on April 30, 2013 (Beat 3). It is recommended that these two Beats go out for proposals together so as to minimize costs and streamline the procurement process. Therefore, the release of a Request for Proposal (RFP) is required for the on-going continuation of Beats 3 and 8.

The two Beats that are the subject of the RFP are highlighted below (in bold).

Table 1 – Beat Areas in San Bernardino Valley currently implemented

Beats	Beat Area	Beat Length (in Miles)
1	I-10 from the Los Angeles County Line to Haven Ave.	8.16 mi
2	I-10 from Haven Ave. to Sierra Ave.	8.60 mi
3	I -10 from Sierra Ave. to Waterman Ave.	9.04 mi
4	SR-60 from the Los Angeles County Line to Milliken Ave.	9.96 mi
5	I-15 from the Riverside County Line to Summit Ave.	9.61 mi
6	I-215 from the Riverside County Line to 2 nd Street	6.79 mi
7	I-215 from 2 nd to Palm/Kendall Ave.	7.30 mi
8	I-10 from Waterman to University St.	7.90 mi

Upon approval of the RFP, tow service providers will have four weeks to prepare and submit proposals. Staff will bring the recommended contractor(s) for the two Beats to the Administrative Committee in November 2012. Upon Board approval, the selected Contractor for Beat 3 will start May 1, 2013, and the selected Contractor for Beat 8 will begin on March 1, 2013. This implementation schedule gives tow operators more than 80 days to procure equipment, and have the necessary time to install and test equipment, as well as hire and train tow truck drivers. Once implemented, the providers will be under contract for three years of tow service implementation, with two one-year options that can extend the contract(s).

Please refer to Attachment A, the Scope of Services for the RFP, which outlines the parameters for the tow services for these two Beat areas. The RFP will be released by SANBAG and proposals received will be evaluated by SANBAG, CHP, and the Riverside County Transportation Commission. The approved Tow Services Contract(s) will be executed and funded by SANBAG, but jointly managed by SANBAG and CHP.

Financial Impact: Funds for the tow providers for the implementation of Beats 3 and 8 are included in the FY 2012/2013 Budget. Task No. 0704.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have approved this item and RFP scope of work as to form.

Responsible Staff: Duane Baker, Director of Management Services

San Bernardino County Freeway Service Patrol RFP 13034 Scope of Work

1.0 Scope of Services:

To provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where conditions permit, safe removal of small debris will be required. CONTRACTOR Primary Freeway Service Patrol (FSP) tow trucks shall be exclusively dedicated to the service during the hours of operation. All tow truck maintenance activities for the primary and back-up shall be conducted during non-service hours.

The CONTRACTOR's FSP Tow Truck Drivers shall assist motorists involved in minor accidents and those with disabled vehicles. They shall be responsible for clearing the freeway of vehicles and small debris. When and where conditions warrant, service may take place on the freeway shoulders. The FSP Tow Truck Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and use the CHP designated drop locations.

FSP Tow Truck Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. These services are not all inclusive. FSP Tow Truck Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

All FSP services shall be provided at no cost to the motorist. FSP Tow Truck Drivers shall not accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. The scope of services in this RFP are derived from the Standard Operating Procedures (SOP) Manual, which is issued by the CHP. The CHP is responsible for the day-to-day supervision of the program, therefore all policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their FSP Tow Truck Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP at all times. **FSP Tow Truck Drivers found not to be in compliance with FSP procedures as defined in the SOP may be suspended or terminated from the FSP program and the CONTRACTOR may be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Driver is provided.**

These same rules apply to FSP Certified Back-Up Tow Trucks, if a tow truck is found to not be in compliance; the CONTRACTOR must provide a FSP Certified Back-Up Tow Truck within 45 minutes or they may be fined three times the hourly contract rate in one minute increments. The FSP Tow Truck Driver and tow truck must return to Beat compliant with all FSP requirements, or the CONTRACTOR may be fined for the entire shift at three (3) times the hourly rate at the discretion of

the FSP CHP Supervisors.

Please refer to Attachment F for further details on violations and penalties.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. FSP Tow Truck Drivers shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift when called as a Rotation Tow by CHP. If called as a Rotation Tow after a FSP shift, the FSP Tow Truck Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

There may be some instances where the FSP Tow Truck Driver may be requested to provide assistance to CHP officers. FSP Tow Truck Drivers shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

2.0 Contract Representatives

The AUTHORITY, California Department of Transportation (Caltrans) and the CHP will jointly oversee the service (hereinafter singularly or jointly referred to as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. A SOP manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her FSP Tow Truck Drivers may be dispatched. **Please note that this Manual, also known as the Standard Operating Procedures (SOP) Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most current version of the SOP.** Also note that the successful Proposer(s) which enters into an agreement with the AUTHORITY for these services will have the SOP and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

3.0 Service Location

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. Attachment "A" Page 17 shows the specific limits, number of Primary tow trucks, number of Back-Up trucks, hours of operation and tentative holidays on which the cost of each beat shall be based. AUTHORITY reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

At any time during the contract's term, AUTHORITY reserves the right to adjust Beat specifications (length of Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted a CONTRACTOR may be requested by

CHP, this will be on a case-by-case basis, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent beat area. FSP Tow Truck Drivers may be permitted to do this only upon CHP approval.

4.0 Speaking to the Media

At times the media has inquired about the Freeway Service Patrol Program. **FSP Tow Truck Drivers must never discuss FSP Program details to the media (electronic, press or print).** In addition, if the CONTRACTOR receives a complaint from a citizen or the community, the CONTRACTOR shall inform the AUTHORITY immediately regarding the situation. All media inquiries and complaints must immediately be directed to AUTHORITY or FSP CHP Supervisors. Please utilize the contact list below to notify a person of FSP Management:

FSP CHP Supervisors: (909) 428-5400

AUTHORITY:

Ms. Kelly Lynn: klynn@sanbag.ca.gov
Phone: 909-884-8276
Cell: 909-215-3280

Ms. Jenny Herrera: jherrera@sanbag.ca.gov
Phone: 909-884-8276

5.0 Equipment Requirements:

A. Tow Truck Requirements:

Primary FSP Tow Trucks will be exclusively dedicated to the FSP during its hours of operation.

The FSP will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. **All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles.** The chassis and working parts of the truck must be free of any mechanical defects or physical damage at the onset of the contract.

The CHP, in conjunction with Caltrans and the AUTHORITY, will verify the original purchase dates to ensure compliance.

Any exceptions to these specifications must be submitted in advance, and in writing to AUTHORITY.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. With any tow truck that is utilized for the FSP Program, it must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the San Bernardino County FSP Program to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the CHP. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's base office. Any unsafe or poorly maintained tow truck(s) or improperly equipped tow truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP, and **the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments.** FSP Certified Back-Up Tow Trucks will be required to complete the shifts of FSP Tow Trucks removed from service. The CONTRACTOR will be required to have a FSP Certified Back-Up Tow Truck available for service at all times.

FSP tow trucks bearing the service patrol title, the FSP logo, and vehicle identification number shall be painted white (includes the hood, fenders, doors, boom and bed area – the entire truck is to be painted white). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two (2) inches and no greater than four (4) inches in height. Lettering can only be black in color (only black will be allowed, no other colors will be permitted) and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy is highly recommended to be discussed with CHP prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers and window tint, etc.

Please refer to Attachment F for further details on violations and penalties.

The AUTHORITY follows and relies on the policies procedures put forth in the SOP Manual developed by CHP. Please note that the FSP equipment list is subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the CHP's FSP Contract Operations Manual, SOP Manual and, at minimum shall include the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds. *(NOTE: The Boom must have a minimum static rating of 8,000 pounds, even though The Tow Truck Inspection guide for FSP Contract Operations Manual says that a 5,000 minimum static rating is fine – it still has to meet the required four (4) ton recovery rating regardless of the minimum. You may obtain this manual via the CHP website at: www.chp.ca.gov).*
3. Winch - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Nextel)
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Fusees (highway flares), 15 minute, or (36)

- | | |
|--|---------|
| Fusees (highway flares), 30 minute | (20) |
| 34. Cones 18" | (6) |
| 35. Hydraulic jack, min. 4,000 lbs. floor | (1) |
| 36. Four way lug wrench (1 std.) | (1) |
| 37. Four way lug wrench (1 metric) | (1) |
| 38. Rechargeable air bottle or compressor , hoses and fittings to fit
tire valve stems, 100 psi capacity | (1) |
| 39. Flashlight and spare batteries | (1) |
| 40. Tail lights/brake lights, portable remote
with extension cord | (1 set) |
| 41. Booster cables, 25 ft. long minimum,
3-gauge copper wire with heavy-duty clamps
and one end adapted to truck's power outlets | (1 set) |
| 42. Funnel, multi-purpose, flexible spout | (1) |
| 43. Pop-Up Dolly (with tow straps), portable for removing otherwise
untowable vehicles | (1) |
| 44. Five (5)-gallon can with lid filled with clean absorb-all | (1) |
| 45. Empty trash can with lid (Five gallon) | (1) |
| 46. Lock out set | (1) |

Each FSP tow truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

- | | |
|---|----------------|
| 47. Screwdrivers-- | |
| i. Standard-1/8", 3/16", 1/4", 5/16" | (1 each, min). |
| ii. Phillips head - #1 and #2 | (1 each, min). |
| 48. Needle nose pliers | (1) |
| 49. Adjustable rib joint pliers, 2" min. capacity | (1) |
| 50. Crescent wrench - 8" | (1) |
| 51. Crescent wrench - 12" | (1) |
| 52. Four (4) lb. hammer | (1) |
| 53. Rubber mallet | (1) |
| 54. Electrical tape, roll | (1) |
| 55. Duct tape, 20 yard roll | (1) |
| 56. Tire pressure gauge | (1) |
| 57. Mechanic's wire (roll) | (1) |
| 58. Bolt cutters | (1) |

The FSP Tow Truck Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory the required equipment prior to the start of each and every shift. A shift inspection/inventory log shall be completed by the FSP Tow Truck Driver prior to the start of each shift and be available for inspection by the CHP and/or the AUTHORITY. Any item missing must be replaced prior to the start of the shift. All equipment stored on top of the truck shall be secured to the truck.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available per Beat during FSP service hours that is in full compliance with the agreement, unless otherwise authorized by AUTHORITY and CHP in writing. The FSP Certified Back-Up Tow Truck should be used when a Certified Primary FSP Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a Certified Primary FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Attachment F for further details on violations and penalties.

C. Vehicle Breakdown and Other Missed Service:

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 minutes of the time when a Primary FSP Tow Truck is taken out of service for a mechanical or driver issue. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. **If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP Certified Back-Up Tow Truck is provided. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow truck maintenance shall be performed during non-FSP service hours.**

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the FSP Tow Truck Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the FSP Tow Truck Driver must indicate in the “notes” section of the Personal Digital Assistant (PDA) that they have switched to a FSP Certified Back-Up Tow Truck.

In addition, not having a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for not having a FSP Certified Back-Up Tow Truck on the Beat within the 45 minute time period. If the CONTRACTOR does not have a dedicated or FSP Certified Back-Up Tow Truck on the Beat because a FSP Certified Tow Truck Driver is not available, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a certified FSP replacement driver is provided. If the entire shift is missed because a FSP Tow Truck Driver was not available, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate.

Please refer to Attachment F for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation AUTHORITY (RCTC) or any other neighboring FSP service, does not qualify as meeting the backup requirement noted above.

For further information see Page 20 of this document, Section C "Vehicle Breakdown and Other Missed Service".

D. Vehicle Identification:

It shall be the FSP Tow Truck Driver's responsibility to place detachable FSP markings on each vehicle during the service hours and to remove or cover the FSP markings immediately upon completion of each shift. AUTHORITY will supply each CONTRACTOR with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the CONTRACTOR shall be responsible for the cost of the replacement markings. All FSP markings shall be returned at the termination of the contract. The cost of any AUTHORITY and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the CONTRACTOR's final payment.

Freeway Service Patrol markings as well as vehicle numbers shall be required on both sides of all trucks. The detachable markings (magnetic or other forms of FSP signage), provided by AUTHORITY, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The FSP Tow Truck Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The operator is also required to keep all FSP related signage flat (do not bend in any way), clean, and out of public view while being stored during non-FSP operational hours.

E. Communications Equipment:

Each FSP vehicle shall be equipped with various communication devices that will enable the FSP Tow Truck Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an Automatic Vehicle Location (AVL) system, radios, and handheld/PDAs for data collection. The AVL system, radios, GPS, handheld/PDA equipment shall be purchased, owned, supplied, and installed by AUTHORITY. AUTHORITY shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the AUTHORITY owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. AUTHORITY shall pay for repair fees for normal wear and tear to equipment. However, AUTHORITY will deduct repair fees as well as the full replacement cost of any AUTHORITY equipment due to improper use or negligence by

the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. AUTHORITY supplied vehicle equipment shall be returned upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all Tow Trucks.

The CONTRACTOR is also required to use Nextel/Sprint cell phones in order to facilitate proper communication with the CHP Communications Center and CHP field supervisors. Nextel/Sprint cell phones shall be purchased, owned, and maintained by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Nextel/Sprint cell phones. In addition, FSP Tow Truck Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours. These actions will not be tolerated and a FSP Tow Truck Driver that is found doing this will not be permitted to work in the FSP Program. FSP Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by the AUTHORITY; all parties associated with the incident will be excluded from the FSP Program.

Any data input into the PDA device shall not be allowed while the vehicle is being operated/driven. Uses of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with AUTHORITY and CHP staff and the CHP, and transfer FSP data collected with handheld/PDA units. **Handheld/PDA units shall be downloaded at the end of each shift before the deadlines listed below** to the computer workstation; therefore the computer workstation will need to be easily accessed by FSP Tow Truck Drivers after each shift. For the AM shift, the deadline to download is **12pm (noon)**, for the PM shift, the deadline to download is **12am (midnight)**. **If PDA's are not synced prior to the deadlines given, CONTRACTOR may be subject to fines as outlined in Attachment F.**

The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater based machine with at least 2 GB memory, 20 gig hard drive, network card, CDROM, optical mouse, keyboard and monitor. Computer workstation shall be equipped with the following software; Windows 7, or Windows Vista, Microsoft Active

Sync (if Vista), Anti-Virus software (Norton, McAfee, or Trend Micro): if utilizing different Anti-Virus software, please notify AUTHORITY prior to purchase or use. The computer must include a 9 pin RS232 serial port. The computer workstation must always be connected to the internet.

It is the CONTRACTOR's responsibility to ensure that the computer workstation is working at all times. If the CONTRACTOR is having problems with their workstation that would prevent proper syncing of PDA's or would create any negative impact on FSP Program assist data; CONTRACTOR must notify AUTHORITY and CHP immediately. Computer equipment shall be inspected and cleaned on a quarterly basis by the CONTRACTOR; this includes: **updating operating systems with security patches, time patches, loading system updates, and cleaning the interior of the computer work station.**

In addition, it is also the CONTRACTOR's responsibility to ensure that all Handheld/PDA units are working at all times. All Handheld/PDA units should have the exterior protective case cleaned (protective outside case) and the stylus and screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be immediately reported to AUTHORITY or CHP.**

All workstations and Handheld/PDA's must be kept in a secure location. **During all non-FSP operational hours, Handhelds/PDA's shall not be left in a tow truck or go home with a FSP Tow Truck Driver or anyone else.** All Handhelds/PDA's must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Except for when the PDA is being used during FSP operational service hours, it must be plugged in and being charged at all times, this is required so that data and software "patches" are not lost. PDA's are to be with the FSP Tow Truck Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the tow operator's facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the work station or the PDAs to AUTHORITY or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their computer work station is operating, can interface with PDAs and **has internet access at all times.**

The CONTRACTOR shall provide access to the work station and PDAs for AUTHORITY and FSP CHP supervisors, or their designated designee, at **any time** during the course of the contract.

In addition, the CONTRACTOR shall make the work station available to the AUTHORITY, or its designee, **30 calendar days prior to the start of the new service (Beat 3 to start May 1, 2013 and Beat 8 to start March 1, 2013).**

The CONTRACTOR shall be available to review data with AUTHORITY, or its designee, at any time. Data shall be reviewed using the pre-defined reports created in Microsoft Access on the workstation computer. The CONTRACTOR shall review data for accuracy, and ensure that any errors and/or edits to the data are documented and forwarded to AUTHORITY for review.

The CONTRACTOR shall provide a quarterly inspection report to AUTHORITY indicating the status of all equipment. AUTHORITY will provide the submittal form. CONTRACTORS should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow AUTHORITY staff or its representative access to the workstation and handheld/PDA units at any time. If upon inspection AUTHORITY determines that workstation and/or PDA's are not being properly updated/stored; the CONTRACTOR will be subject to fines as outlined in Attachment F.

Please note that as mentioned in section 1.0, page of this RFP as well as Article 16 of the contract, CONTRACTOR must follow the procedures of the most recent SOP Manual.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to AUTHORITY's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors. **Interfering with the operations of the equipment is strictly prohibited.**

If tampering is suspected, FSP Management shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by FSP Management. CONTRACTOR shall not access the AVL equipment in any way until AUTHORITY has arranged an inspection.

- 1) If tampering is found with AVL related equipment owned by AUTHORITY; the CONTRACTOR shall be fined two complete FSP shifts (7 hours) at their hourly penalty rate (Three (3) times their hourly rate). **The final penalty shall be determined and assessed by FSP Management.**
- 2) FSP Management determines the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.

- 3) In the event of tampering, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the tow operator's monthly invoice.

Please refer to Attachment F for further details on violations and penalties.

G. FSP Tow Truck Drivers:

All potential FSP Tow Truck Drivers shall be required to have a safe driving record and current Class C driver's license. All FSP Tow Truck Drivers shall be 18 years of age or older at the time of background check. Potential FSP Tow Truck Drivers shall be subject to driving record and criminal background checks through the California Highway Patrol. Potential FSP Tow Truck Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Freeway Service Patrol equipment to provide safe and proper service. Any certified FSP Tow Truck Driver from other FSP service areas will be evaluated by the CHP on a case by case basis. All potential FSP Tow Truck Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the FSP Tow Truck Drivers will be required to exercise good, sound judgment in carrying out their duties.

FSP Tow Truck Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The FSP Tow Truck Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

FSP Tow Truck Drivers will be responsible for accurately entering the required data into handheld /PDA device every shift. Each FSP Tow Truck Driver shall complete an inspection worksheet and mileage log prior to the commencement of driving the tow truck. The FSP Tow Truck Driver shall be required to complete an assist record for each incident utilizing the handheld/PDA. Each assist record shall be accurate. CONTRACTORS providing false or misleading information to FSP Management will be considered in breach of their Contract with AUTHORITY. FSP Tow Truck Drivers providing false or misleading information shall be removed as an FSP Tow Truck Driver from the FSP Program.

In addition, FSP Tow Truck Drivers shall always complete the required procedures per the SOP when handing out required forms to the public. FSP Tow Truck Drivers must ensure they hand out a customer survey form at each assist. The customer survey form includes a unique survey number which should differ each time. No duplicate survey numbers should occur. If it is discovered that a CONTRACTOR has duplicate numbers in their assist data, CONTRACTOR may be subject to penalties as outlined in Attachment F of this RFP.

Other important forms that shall be required for FSP Tow Truck Drivers to complete

and turn in are the Liability Release Forms (orange) and Damage Release Forms (neon green). It is critical that these forms are completed and returned to the AUTHORITY within thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms may be subject to penalties as outlined in Attachment F.

The CHP, Caltrans, and AUTHORITY maintain strict drug and alcohol policies. CONTRACTORS shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy, and an employee alcohol/drug-testing program. Any FSP Tow Truck Driver found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the CONTRACTOR. The CONTRACTOR shall be responsible for providing a certified replacement Tow Truck Driver for that vehicle.

The CONTRACTOR shall also be an active participant in the DMV Pull Notice Program and penalties shall apply pursuant to Section 5.0 Equipment Requirements paragraph C.

If a FSP Tow Truck Driver is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, the CONTRACTOR shall permanently remove that FSP Tow Truck Driver from duties under the FSP program. If a FSP Tow Truck Driver is charged with any of the above crimes, the CONTRACTOR shall immediately suspend that FSP Tow Truck Driver from duties under this program pending the outcome of the criminal case. If the FSP Tow Truck Driver is not convicted, or is ultimately convicted of a lesser crime not described above, AUTHORITY retains the right to have the CONTRACTOR remove that FSP Tow Truck Driver from the duties under the FSP program.

All FSP Tow Truck Drivers, including back-up FSP Tow Truck Drivers, shall be required at CONTRACTOR's expense to complete the CHP two-day training program which costs up to \$50.00 (fee is for the DL64 Tow Truck Driver Certificate) per FSP Tow Truck Driver and complete 10 shift ride-a-longs with a certified trainer. CONTRACTORS shall pay all FSP Tow Truck Drivers and Back-Up FSP Tow Truck Drivers for attending the training. No FSP Tow Truck Driver will be allowed to begin patrolling without attending the **MANDATORY** training classes. Any FSP Tow Truck Driver who is found on patrol without completing the **MANDATORY** training classes may be prohibited from further FSP service and the CONTRACTOR may be found in default under their contract at the discretion of AUTHORITY.

Mandatory CHP refresher training classes shall be scheduled during non-FSP hours. A **minimum** of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). **CONTRACTORS shall pay all FSP Tow Truck Drivers and Back-Up FSP Tow Truck Drivers for attending the required training.**

FSP Tow Truck Drivers will be required to utilize a Handheld/PDA to input the

mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. FSP Tow Truck Drivers will be trained on using Handheld/PDA units to enter accurate data using AUTHORITY data collection software.

DRIVING RECORD AND CRIMINAL HISTORY CHECK

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in this SOP (refer to Chapter 11, Annex A).

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a FSP Tow Truck Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract. Any CONTRACTOR or potential CONTRACTOR not meeting the requirements put forth in the following documents will be automatically excluded from the FSP Program. Documents can be found on the CHP website at: <http://www.chp.ca.gov/programs/rotation.html>.

- Tow Service Agreement for Rotational Tow Operator (HPM 81.2, Vehicle Procedures Manual)
- Element 15 (C and D)Annex GG ("Criminal Conviction Disqualifications for Rotational Tow Operator/Drivers")

In addition, AUTHORITY, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any FSP Tow Truck Driver or potential FSP Tow Truck Driver who it determines is not suitable to represent the FSP Program with the public based on the background check. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting.

Background checks will be completed by CHP within five (5) working days of the acceptance of a CHP 234F.

H. Operator Equipment:

It shall be the responsibility of the CONTRACTOR to provide the FSP Tow Truck Driver with specified uniforms, protective toe boots, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have two-way zip front with heavy duty brass zipper. Coverall or shirt sleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coveralls/shirts shall come to within approximately one (1) inch of the inside forearm when the wearer's arm is bent at a 90 degree angle.

The coveralls shall have shape holding sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. H.D. Lee Company style No. 018-3041 (Navy Blue) or Commercial Uniform Co. style No. 201 (Navy Blue) or equal. All main seams shall be at least double stitched with good quality thread. Shirts or coveralls shall have one or two chest pockets. Single pocket coveralls/shirts shall have the chest pocket placed on the left.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be approved by CHP). The nameplate shall be worn above the right chest pocket.

A safety vest with reflective stripes shall be worn and will be supplied by AUTHORITY. The safety vest shall be neon-yellow in color. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. AUTHORITY will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The name of the FSP Tow Truck Driver shall be displayed on the front of the safety vest over the right front pocket of the uniform. The CONTRACTOR is responsible for obtaining CHP approval of the FSP Tow Truck Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the FSP Tow Truck Driver name plate. An FSP logo patch is not required to be sewn on the navy blue FSP Tow Truck Driver uniform.

All FSP Tow Truck Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the long sleeve uniform shirt/jumpsuit. A navy blue jacket may also be worn at the FSP Tow Truck Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the FSP Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket under the vest or long sleeve shirt. A picture of the uniform is provided on pages 20-21 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP in making sure they are following the most recent FSP Tow Truck Driver equipment requirements.

I. Local Office:

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in Attachment "C", CONTRACTOR Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. Also note on page 19, Section C, **a FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.**

This requirement may also determine if the local office is close enough to satisfy the requirements under this section as well.

The CONTRACTOR shall also provide **telephone, fax service, and an email address** through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR and can be contacted during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the CONTRACTOR's expense, shall be available to log calls, take complaints, etc. **A fax machine and an email address that is monitored daily** shall be provided by the CONTRACTOR for noticing purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a CONTRACTOR representative monitor and review messages/notices on a daily basis.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

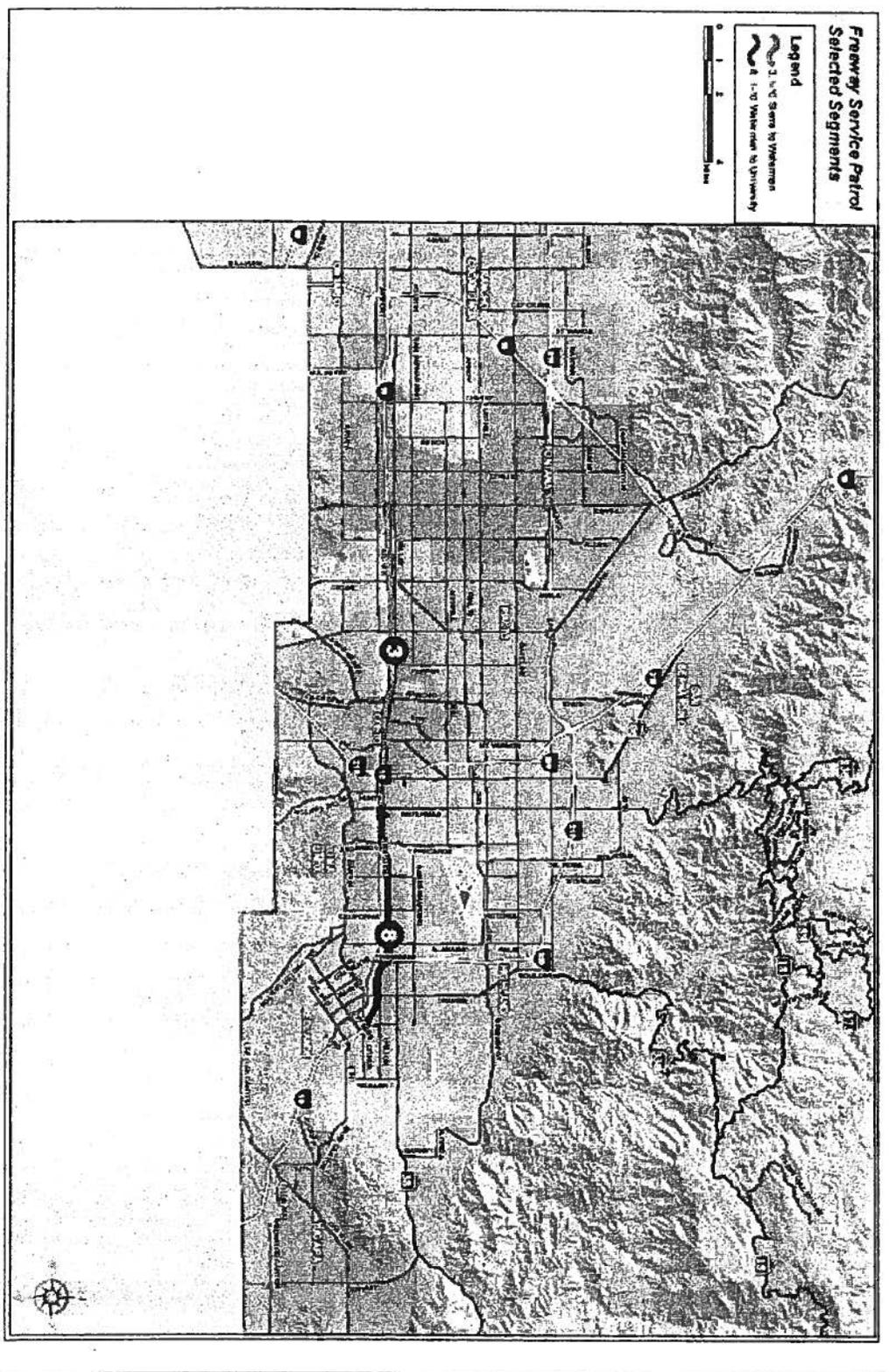
BEAT DESCRIPTION

Beat #	CHP Area Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
Beat 3	14	Interstate (I) 10 from Sierra Avenue to Waterman Avenue.	9.04	2	1
Beat 8	15	Interstate (I) 10 from Waterman Avenue to University.	7.09	2	1

All Beats would operate from 5:30 to 8:30 am (M-F) and from 3:00 to 7:00 pm (M-F).

Each Beat requires two (2) Primary FSP Tow Trucks and one Back-Up Tow Truck per Beat, available during all FSP operational services hours. **The AUTHORITY reserves the right to change Beat hours and operational requirements during the course of the contract.**

Please refer to Attached Map of Beat areas



PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Freeway Service Patrol tow service is a, five days each week, Monday through Friday of each year during the contract term, except for the following ten holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Total service hours per vehicle per year: 1,736

In addition to the above service hours, at the discretion of AUTHORITY and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day), in the afternoons for four (4) hours. CONTRACTOR will be notified at least one week prior to when this service is to be provided.

FSP UNIFORM REQUIREMENTS

No hat:



Hat:



Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):



Long Sleeve:



**Reference to ATTACHMENT F
SUMMARY OF FSP VIOLATIONS AND PENALTIES**

Below is a list of penalties that can be assessed to a CONTRACTOR if not in compliance with the policies and procedures of the Freeway Service Patrol Program.

Relevant section	Description of violation	Penalty
5.0 A	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate
SOP	CONTRACTOR fines 9.B.4 CONTRACTOR fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	\$50.00 per PDA + shipping, repair and/or replacement costs.
5.0 E	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	\$50.00 per PDA
5.0 E	Workstation does not meet requirements outlined in SOP.	\$50.00 per incident
5.0 E	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.
SOP	CONTRACTOR did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.

5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of AUTHORITY.
5.0 G	Duplicate customer six digit survey number 20-40% 40-60% 60-80% 80-100%	\$50.00 per incident \$100.00 per incident \$175.00 per incident \$250.00 per incident



- 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: August 15, 2012

Subject: Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report

Recommendation:* That the Committee receive information on the status of the Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report and on the schedule for completion of the project.

Background: Beginning in 2010, ICF International has been under contract to SANBAG to prepare the San Bernardino Regional Greenhouse Gas Inventory and Reduction Plan, and Atkins North America, Inc., has been under contract to complete the associated environmental impact report (EIR) document in compliance with the California Environmental Quality Act (CEQA). The project is being financed by contributions from the 21 participating cities, representing a combination of Council of Governments dues and a pro-rata share of contract costs.

The purposes of the project are to: 1) prepare greenhouse gas emissions inventories and forecasts; 2) identify local and regional reduction measures; 3) quantify the effectiveness of reduction measures and estimate their costs; 4) assist cities in identifying reduction targets, reduction measures and implementation processes necessary to complete a local climate action plan; and 5) prepare a programmatic-level EIR to analyze the local strategies identified by the individual cities. The fundamental objective of the project is to provide all the technical information and environmental analysis to enable participating cities to complete a local climate action plan and corresponding CEQA action, should they choose

*

Approved
Plans and Programs Committee

Date: August 15, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

X	COG		CTC		CTA		SAFE		CMA
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Check all that apply
 PPC1208a-ss
 Attachments: PPC1208a1-ss;

to do so. By preparing the analysis for 21 cities at the same time, the work can be completed more efficiently than if each city prepared their own separate analysis.

Participating in the regional project is voluntary and does not represent a mandatory commitment to adopt a greenhouse gas reduction target, adopt a climate action plan, or implement reduction measures. That discretion belongs to each participating city.

The current schedule for the project is as follows:

- Cities to provide input on reduction targets and local reduction measures – July 31, 2012
- Completion of Administrative Draft Plan – late August 2012
- City review of Administrative Draft Plan – September 2012
- Completion of Draft Plan and Draft EIR – November 2012
- Public review of Draft Plan and EIR – December 2012/January 2013
- Completion of Final Plan – February/March 2013
- Completion of Final EIR – April/May 2013

A joint workshop was held with the City/County Managers Technical Advisory Committee (CCMTAC) and city Planning Directors on August 2, 2012 to review the schedule and upcoming milestones. The attached list of Frequently Asked Questions (FAQs) was provided and discussed as part of the presentation. The FAQs explain the legislative background behind the development of GHG plans and local Climate Action Plans (CAPs). As indicated in the FAQs, SANBAG will certify the EIR as the lead agency and will approve the SANBAG portions of the Plan. The EIR will be a programmatic document under CEQA, in that jurisdictions will be able to use the EIR to approve their individual CAPs provided their CAP includes the reduction measures addressed in the EIR. A Memorandum of Understanding between SANBAG and each of the participating cities is being developed to document the mutual CEQA responsibilities of SANBAG and the cities. It may be necessary for SANBAG to procure outside legal counsel to review the environmental document for CEQA compliance.

SANBAG is bringing this item to the SANBAG Board at this time to provide background information for decisions that will be necessary to fulfill SANBAG's lead agency role for products that are intended primarily for the cities of San Bernardino County.

Financial Impact: This item is consistent with the approved Fiscal Year 2012/2013 SANBAG Budget, Task 0495, Greenhouse Gas.

Plans and Programs Committee Agenda Item
August 15, 2012
Page 3

Reviewed By: This item is not scheduled for review by other policy or technical advisory committee.

Responsible Staff: Steve Smith, Director of Planning



San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan Frequently Asked Questions (FAQ) (07/30/12)

What is AB 32?

AB 32 is the Global Warming Solutions Act of 2006, approved by California legislature and signed into law by Governor Schwarzenegger. It requires the state to reduce greenhouse gas (GHG) emissions to 1990 levels by 2020.

What is a Climate Action Plan?

A Climate Action Plan (CAP) is a plan to reduce GHG emissions under the control of a local city or county to a locally-identified target level. In California, most CAPs include a target to reduce emissions by 2020. CAPs are sometimes also referred to as greenhouse gas reduction plans.

Is Preparation of a Climate Action Plan Required by AB 32 or SB 375?

No. There is no legal requirement in AB 32 for a local jurisdiction to prepare a CAP. The California Air Resources Board (CARB), which is charged with planning to meet the AB 32 targets at a statewide level, has recommended that local jurisdictions adopt targets and plans to reduce GHG emissions by an equivalent level to the state goals, but has not mandated that they do so. SB 375, which requires regional transportation planning to include reduction of GHG emissions from passenger and light duty vehicles also does not mandate a local jurisdiction adopt a CAP or take special actions to reduce GHG emissions.

Does CEQA require preparation of a Climate Action Plan?

No. There is no requirement in CEQA that a city or county must adopt a CAP. However, many jurisdictions have chosen to do a CAP as a mitigation measure for adoption of their General Plan as a means to mitigate significant GHG emissions that will be associated with future growth in their community. CEQA does require that plan-level and project-level environmental review consider the impact of discretionary projects on GHG emissions and where those emissions are significant, that feasible mitigation be identified and adopted, unless there are overriding considerations.

What are the advantages of preparing a Climate Action Plan?

There are a number of advantages of preparing a CAP which include:

- assessing all GHG emission sources comprehensively instead of on a project by project basis;

San Bernardino Regional Greenhouse Gas Inventory and Reduction Plan - FAQ

- streamlining project approvals and CEQA by identifying in advance the measures and approaches for new development to reduce their emissions and reducing the risk of CEQA legal challenges on this issue;
- identifying feasible means to reduce GHG emissions throughout the community including many measures such as energy-efficiency retrofits that can save the community money;
- identifying the effectiveness of state regulations in reducing local emissions in order to identify the additional local actions that may be effective in further reducing emissions to help meet the AB 32 goals; and
- identifying the effectiveness of prior and ongoing city actions, such as water conservation, land use planning, and waste diversion on reducing GHG emissions.

What are the requirements for a Climate Action Plan?

The CEQA guidelines adopted pursuant to SB 97 specify that a GHG reduction plan must include the following elements in order to allow for tiering under CEQA:

- an inventory of GHG emissions;
- a forecast of future GHG emissions;
- an identified GHG reduction goal;
- measures to reduce GHG emissions under the control of the jurisdiction;
- implementation actions to ensure that the measures result in actual reductions;
- monitoring of the plan's success over time; and
- adaptation and revision of the plan over time as needed to meet the adopted goal

What is the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan?

The San Bernardino County Regional GHG Reduction Plan (Regional Plan) is a project of SANBAG to assist participating cities in developing the technical information necessary to complete local CAPs and to provide a CEQA evaluation that can streamline local CAP approval.

The project includes the following tasks:

- preparation of GHG emissions inventories and forecasts;
- identify local GHG emission reduction measures;
- quantify the effectiveness of GHG emission reduction measures;
- estimate the potential costs and savings and impacts on jobs associated with the reduction measures, where feasible;
- assist cities in identifying reduction targets and selecting potential reduction measures;
- identify general implementation processes that cities will need to complete as part of CAP adoption and implementation; and
- prepare an Environmental Impact Report (EIR) to analyze the local strategies identified by the individual cities.

San Bernardino Regional Greenhouse Gas Inventory and Reduction Plan - FAQ

The fundamental objective of the project is to provide all the technical information and environmental analysis to enable participating cities to complete a local climate action plan, should they choose to do so. By doing the analysis for 21 cities at once, the completion of this work can be done more efficiently than if each city did their own separate analysis.

What will be included in the Regional Plan?

- background information on AB32, SB 375, greenhouse gases, and climate change;
- GHG emissions inventories and forecasts for all participating cities;
- local GHG emission reduction targets selected by individual cities;
- local GHG emission reduction measures selected by individual cities;
- emissions reduced by the measures selected by the cities;
- costs and savings and job effects associated with the selected reduction measures;
- general implementation processes for CAP adoption and implementation; and
- documentation of the methodology used for the inventories, forecasts, reduction, cost, and job analyses.

How can individual cities benefit from the Regional Plan?

The Regional Plan will provide the technical information to support city selection of targets and GHG emissions reduction measures appropriate for their city that could be included in a local CAP. Cities will understand their GHG emissions, their options for local reductions, their costs and savings, and their impact on jobs through the information in the Regional Plan. The Regional Plan will also be provided to the cities in an electronic format which will allow cities to utilize relevant portions of the Regional Plan in developing their local CAP.

Is the Plan Mandatory?

No. Participating in the regional project is voluntary and does not represent a mandatory commitment to adopt a greenhouse gas reduction target, adopt a climate action plan, or to implement reduction measures. That discretion is up to each participating city.

How will CEQA be completed for the Regional Plan?

An EIR will be prepared for the Regional Plan which will analyze the environmental impacts of potential adoption of the GHG emissions reduction measures identified by each city. The Draft EIR will be made publically available along with the Draft Regional Plan. Responses to public comments will be prepared. The Final EIR will be certified by SANBAG. Local cities will be able to use the EIR as their CEQA document for approval of their local CAP, provided it includes measures addressed in the EIR.

What is the SANBAG schedule for completion of the Plan and EIR?

The following is the approximate schedule:

- Admin Draft Regional Plan – August 31, 2012
- City Review – September 2012

San Bernardino Regional Greenhouse Gas Inventory and Reduction Plan - FAQ

- Draft Regional Plan – November 2012
- Draft EIR – November 2012
- Public Review – December/January 2012
- Final Regional Plan – February 2013
- Final EIR – April/May 2013

What do the cities have to do now?

In order for the Draft Plan and Draft EIR to be completed, each participating city needs to identify its preliminary GHG reduction goal for 2020 and its tentative GHG reduction measures.

Does identification of a GHG Reduction Goal or GHG Reduction Measures in the Regional Plan represent a commitment of a city to reach the goal or implement the measures?

No. Only adoption of a goal or reduction measures by the decision-making body of a local city itself will make them mandatory.

What do the cities have to do later to Adopt a CAP?

Cities deciding to proceed with adopting a CAP will need to identify the implementing actions needed on the local level in order to implement the identified GHG reduction measures. Cities may desire to include a General Plan Amendment to incorporate a GHG reduction goal as part of the General Plan. In addition, cities may need to modify certain policies or goals in the General Plan to enable implementation of a CAP. Cities will also need to identify local responsible departments, monitoring, tracking, and adaption procedures for the CAP.

Can a city change their CAP later?

Yes. Each city CAP is entirely under the control and at the discretion of each local cities.

Who is funding the Plan?

The project is being co-financed by SANBAG and 21 participating cities who each contributed a pro-rata share of the contract funds.

Who can I contact for more information?

Steve Smith is the project manager for SANBAG. Questions about SANBAG's role in the project can be directed to him. His phone number is (909) 884-8276. His email is ssmith@sanbag.ca.gov

Rich Walter is the principal in charge for ICF for this project. Questions about the development of the GHG Inventory and Reduction Plan can be directed to him. His phone number is 510-290-1860. His email is Richard.Walter@icfi.com.

Mike Hendrix is the principal in charge for Atkins on this project. Questions about the EIR can be directed to him. His phone number is (909) 890-5951 . His email is michael.hendrix@atkinsglobal.com.



- 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: August 15, 2012

Subject: San Bernardino County Transportation Analysis Model (SBTAM) Data Request Process

- Recommendation:***
- 1) That the Committee receive information on the San Bernardino County Transportation Analysis Model Data Request Process, Data Request Form, and fee-for-service approach.
 - 2) That the Committee approve SANBAG being reimbursed for costs for modeling services rendered to agencies and consulting firms, based on estimates to be provided by SANBAG on a project-by-project basis.

Background: The development of the San Bernardino County Transportation Analysis Model was completed in June 2012, in partnership with Southern California Association of Governments (SCAG). Highlights of the SBTAM validation process and 2035 traffic forecasts for San Bernardino County were presented to the Plans and Programs Committee in June, 2012 and at the July Board meeting.

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. Some of the anticipated uses of SBTAM include: highway design and environmental studies, traffic impact analysis reports for development projects, general plans, land use policy analysis, and subregional transportation studies. SBTAM will also be used for development of the County Transportation Plan, being initiated in Fiscal Year 2012-2013.

*

Approved
Plans and Programs Committee

Date: August 15, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

X	COG	X	CTC		CTA		SAFE		CMA
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Check all that apply

PPC1208b-ss

Attachments: PPC1208b1-ss; PPC1208b2-ss

SANBAG staff has structured an approach to manage SBTAM and to provide access to the model by potential users. The overall approach has been discussed with the Transportation Technical Advisory Committee. 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 agencies. 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 served as the coordinating entity between traffic consultants, who desired model results, and SCAG, who performed model runs and was reimbursed by fees charged by SANBAG to the consultants. SCAG is no longer performing modeling runs with the subregional model, and that responsibility falls to SANBAG or its consultants, now that SBTAM is available.

The following steps are proposed to manage requests for SBTAM data/analysis and to guide the recovery of costs incurred through that process:

1. Agency or consultant fills out a Request for Model Data or Analysis Form (see Attachment 2) and submits to SANBAG.
2. SANBAG staff provides an estimate of cost to provide the requested information or indicates that it cannot fulfill the request. The cost will be based on estimated time and hourly rates for the applicable SANBAG staff. Hourly rates would be based on salary, fringe, and indirect costs. Based on past experience with SCAG, typical requests for model data and analysis for small projects could range from several hundred dollars at the low end to \$2000 at the typical high end.
3. Agency signs the request form with cost estimate, if it wishes to proceed.
4. Agency provides full payment to SANBAG before the results are released.
5. As an alternative, a qualified agency/consultant could request copies of the SBTAM modeling files and documentation and run the model on its own. An estimated cost for this request, which includes accommodations for periodically updated network and growth forecast files, would be \$500. This assumes approximately five hours of staff time for the original duplication of files and for anticipated support costs and periodic file updates.
6. A new request must be provided for each individual project, even for agencies that have acquired the modeling files. However, the estimate \$500 fee for modeling files would not need to be paid for each project, but only when major new versions of SBTAM are released.

SANBAG staff will maintain a tracking system for model requests and for input received from model users that will be useful for updating/improving the operation of SBTAM. This is part of SANBAG's responsibility as the San Bernardino County Congestion Management Agency to maintain and/or oversee current and consistent travel demand forecasting models for use in the County. As such, SANBAG needs to serve as a clearinghouse of modeling information and activity for the range of transportation projects the agencies within the county undertake.

Financial Impact: This item is consistent with the approved Fiscal Year 2012/2013 SANBAG Budget, Task 0404, Subregional Transportation Planning.

Reviewed By: This item is not scheduled for review by other policy or technical advisory committee. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Steve Smith, Director of Planning

ATTACHMENT 1 - DRAFT
Process for providing access to the San Bernardino County Transportation
Analysis Model (SBTAM)
Prepared by
San Bernardino Associated Governments
August 7, 2012

Overall Principles of SBTAM Maintenance and Access:

- Provide easy, timely, and inexpensive access to SBTAM for planning and project work in San Bernardino 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.

Three Levels of Access

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

Obtaining SBTAM outputs (with or without new modeling runs)

- Requesting agency will fill out SBTAM Request for Data or Analysis Form (see attached). 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); project information and modeling instructions (where new modeling runs are required); geographic area to be included; timeline by which the information is needed, etc.
- SANBAG staff will provide an estimate of cost to service the request and provide the estimate to the requesting agency
- Requesting agency will return the signed request form, committing to payment for the requested model output/services
- SANBAG may provide intermediate data for review by the requesting agency prior to the modeling runs, to ensure accuracy
- SANBAG will provide electronic output files (e.g. PDF files, loaded TransCAD networks, etc.) containing the requested results, 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 files

- Access to SBTAM modeling files 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 Data or Analysis Form. The 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; responsible modeler(s); responsible principal and contact information; office location(s) where the model will be used; and agreement to the Acknowledgments.

- An estimated cost for acquisition of modeling files, which includes accommodations for periodically updated network and growth forecast files is \$500.
- Approval of the request will be by the SANBAG Director of Planning. SANBAG retains the right to approve or deny any request for use of model data.
- Requesting agency will receive files upon payment of the fee.
- Each additional project will require submission and approval of a separate request form. However, modeling files can be retained for the next project.
- Agencies/consultants may recommend changes to master network and TAZ data. SANBAG will maintain a log of the recommended changes, will review the changes, and will make appropriate changes to the SBTAM master files periodically.

ATTACHMENT 2 - DRAFT

San Bernardino County Transportation Analysis Model (SBTAM)

- Request for Model Data or Analysis from SANBAG -

Please email signed copy to Cameron Brown at SANBAG when completed: cbrown@sanbag.ca.gov. SANBAG will provide an estimate of cost for data or services and return to requesting agency. Agency will return signed form, with attached cost estimate, to SANBAG. Scanned copies are acceptable.

Date of request: _____

Name and Address of Agency Requesting Data: _____

Name, Phone No., and Email Address of Contact Person: _____

If requesting agency is consultant, list name of client, contact person, phone no., and email address:

Jurisdiction(s) in which project is located: _____

Briefly describe the project and what you need from SANBAG or what you need SANBAG to do:

Describe Specific Data or Services Being Requested: List geographic area being covered, model year (2008 and/or 2035), time periods (e.g. daily, AM peak period, PM peak period), project-specific model runs, etc. Use additional pages if necessary, and attach backup information as appropriate:

Date by which information is needed: __/__/__ What is the expected end date of project?: __/__/__

If a full set of modeling files is being requested, what is the name, location, and email address of the Responsible Modeler? _____

Please attach resume of Responsible Modeler describing travel demand forecasting experience. Include experience with the SCAG regional model.

For SANBAG Use Only:

Date request was approved: _____ Cost estimate, if any: _____

Estimated completion date: _____

Date data were delivered: _____ SBTAM version being used: _____

ACKNOWLEDGMENTS FOR REQUESTING AGENCY USE OF SBTAM

The extent to which modeling requests can be processed by SANBAG depends on the nature and timing of the request and the resources available at the time. SANBAG will inform the requesting agency if a cost is associated with the requested data or analysis and will provide an estimate of costs prior to the requesting agency signing this agreement. A full SBTAM DVD set with all modeling files for both 2008 and 2035 will cost \$500. Periodic updates of master files will be provided at no cost until a new version of SBTAM becomes available. Please allow one week to respond to the request.

Requesting Agency agrees to the following:

1. Model data will be used only for the project(s) listed on the request form.
2. Requesting agency agrees to pay the model data fee, if such fee is required, to SANBAG as a condition of receipt of the model data. SANBAG will not release the requested data if payment has not been received.
3. If the agency wishes to use model data for other projects, a separate request form will be required.
4. Requesting agency is responsible for reviewing model data and for proper application of model results for the specific application of SBTAM listed in this request. The agency agrees to bear the cost of updating SBTAM for its own purposes. While SANBAG endeavors to maintain current and accurate growth forecast and transportation data, requesting agency is ultimately responsible for ensuring the validity of the data and proper application of SBTAM.
5. Requesting agency shall not distribute SBTAM modeling files (excluding output files) to other parties or to offices not listed as requiring SBTAM access in the request form.
6. Requesting agency shall not perform modeling runs for third parties, except for those listed as clients above, without written consent from SANBAG.
7. Requesting agency will communicate to SANBAG at the completion of the modeling portion of its project, or at intermediate points as appropriate, any corrections or enhancements to the model network, socio-economic data, or other factors and data that will contribute to the improvement of SBTAM. SANBAG will review the proposed corrections or enhancements and make a determination regarding whether those changes should be incorporated into the master files. SANBAG will notify agencies on SANBAG's modeling contact list when updated versions of SBTAM files are available and what the revisions entail.
8. Requesting agency shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use the modeling information for the purposes not consistent with the terms of this Acknowledgment, without the prior written permission of SANBAG.
9. SCAG shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done under, or in connection with this Acknowledgment. Requestor will indemnify, defend, and hold harmless SANBAG from any liability and expenses and any claims for incidental, consequential, or special damages arising out of anything done or omitted to be done in connection with this Agreement.
10. Failure to use SBTAM modeling data consistent with the acknowledgements above may result in the agency not receiving permission for use of SBTAM data for other projects.

Signature of Agency/Consultant Representative

Date

Print Name



- 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: August 15, 2012

Subject: Southern California Association of Governments funding agreement for SANBAG participation in the Value Pricing Pilot Program

Recommendation: * That the Committee recommend the Board:

- 1) Approve Contract C13038 with the Southern California Association of Governments (SCAG) for SANBAG participation in the Value Pricing Pilot Program and for a SANBAG contribution of \$68,400 toward funding of the Regional Express Lane Network Pre-Implementation Assistance portion of the project.
- 2) Approve an amendment to the SANBAG Fiscal Year 2012-2013 budget, increasing Task No. 0110 by \$68,400 using Measure I 1990-2010 Transportation Management and Environmental Enhancement funds (Fund 4907) for a new total of \$558,087.

Background: The Southern California Association of Governments (SCAG), in participation with the Federal Highway Administration (FHWA), the California Department of Transportation (Caltrans), the Los Angeles County Metropolitan Transportation Authority (Metro), the Orange County Transportation Authority (OCTA), the San Bernardino Associated Governments (SANBAG), and the Riverside County Transportation Commission (RCTC), is embarking on a project to provide pre-implementation support for congestion management strategies in two project categories:

Category 1: Cordon/Area Pricing Pre-Implementation Assistance (City of Los Angeles)

Approved
Plans and Programs Committee

Date: August 15, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

<input type="checkbox"/>	COG	<input checked="" type="checkbox"/>	CTC	<input type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply
 PPC1208c-ss
 Attachments: C13038

Category 2: Regional Express Lane Network Pre-Implementation Assistance (Six-County SCAG Region)

SCAG, Caltrans, and Metro received a \$3.2 million federal Value Pricing Pilot Program Grant Award in August 2011 to support pre-implementation activities related to the above categories. SCAG has already conducted concept development for congestion pricing options in the recently completed Express Travel Choices Study. This Value Pricing Pilot Program pre-implementation award is anticipated to support continued planning, engineering, market research and outreach work. It is being coordinated with on-going work by the County Transportation Commissions (CTCs).

The objective of the first project category is to define specific cordon/area pricing alternatives for downtown Los Angeles (or alternative locations) and the potential pricing and operating rules necessary for consistency with a regional system of express lanes. The objective of the second project category is to develop a concept of operations for a regional network of express lanes that addresses the operating, design, and policy issues of a regional system. Currently, a number of individual express lanes are being planned at the county or facility level in the SCAG region, including the work being conducted by SANBAG for the I-10 and I-15 corridors.

It should be noted that the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) contains an extensive network of future express toll lanes, including express lanes for I-10 and I-15. The express lane network was included in the RTP/SCS by SCAG as one of their regional initiatives. No policy decision on or commitment to express toll lanes has been made by SANBAG. Four contracts have been authorized by the SANBAG Board for project development work on I-10 and I-15 in San Bernardino County: I-10 Project Approval and Environmental Documentation; I-15 Project Study Report; I-10/I-15 Traffic and Revenue Studies; and Financial Toll Feasibility Studies. The results of these projects will provide the SANBAG Board with information by which to make decisions on the preferred alternative for each corridor. A report on the progress of these efforts will be provided to the SANBAG Board this fall.

Participation in the SCAG study does not obligate SANBAG to any specific course of action regarding express lanes. SANBAG Board decisions will occur independently from the SCAG effort, based on the data and analysis that is generated from SANBAG's own studies. However, if and when a regional network of express lanes is developed, there are many operating, design, and policy issues that will need to be resolved. Large express lane networks magnify the complexities of providing information to the drivers regarding whether they should choose to use the express lanes or mixed flow lanes in any given set of circumstances. Consistency is also needed in how drivers enter and exit from express lanes and the associated signing provided for drivers to make that choice.

The SCAG study will help the participating agencies to converge on a set of operating policies and information strategies that are implementable at a regional scale, in the event that the individual agencies choose to proceed with express lane projects.

The \$68,400 funding contribution represents SANBAG's share of the portion of the grant that involves the express lane network (Category 2). Overall, a match of \$800,000 is needed to support the \$3.2 federal million grant. The express lane network portion of the grant represents 43 percent of the match amount and is being split five ways. SANBAG, OCTA, and RCTC are contributing equivalent amounts of \$68,400 each, while Metro and SCAG will pay higher amounts totaling \$297,400 each, due to the cordon area pricing component of the study exclusive to Los Angeles County.

The agreement with SCAG is attached. By providing a share of the local match for this study, SANBAG will continue to play a key role in providing input and guidance regarding the direction of SCAG's work effort.

Financial Impact: This item is not consistent with the SANBAG Fiscal Year 2012/2013 Budget, Task 0110, Regional Planning. A budget amendment is being requested with the agenda item to increase Measure I 1990-2010 Transportation Management and Environmental Enhancement funds (Fund 4907) by \$68,400 for a new task total of \$558,087.

Reviewed By: This item is not scheduled for review by other policy or technical advisory committees. SANBAG General Counsel has approved the contract as to form.

Responsible Staff: Steve Smith, Director of Planning



CONTRACT SUMMARY SHEET

Contract No. C 13038 Amendment No. _____

By and Between

Southern California Association of Governments and San Bernardino Associated Governments

Contract Description Funding agreement for the SCAG Value Pricing Pilot Project pre-implementation support

Board of Director's Meeting Date: September 5, 2012
 Overview of BOD Action: Approve Contract C 13038 with SCAG for SANBAG participation in the Value Pricing Pilot Program and for a SANBAG contribution of \$68,400 toward the match for the federal grant (SCAG agreement M-004-13)

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	\$68,400	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	\$	\$68,400	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	\$68,400

Contract Start Date 9/5/12	Current Contract Expiration Date 4/30/14	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. _____.	
<input checked="" type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? \$68,400 in MI 1990-2010 TMEF funds (4907), Task 0110 for FY 12/13.	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: \$68,400 in MI 1990-2010 TMEF funds (4907), Task 0110.	
<input checked="" 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>Steve Smith</u> Task Manager (Print Name)	<u>Steve Smith</u> Signature	<u>8/8/12</u> Date
<u>Steve Smith</u> Project Manager (Print Name)	<u>Steve Smith</u> Signature	<u>8/8/12</u> Date
<u>Jeffery Hill</u> Contracts Administrator (Print Name)	<u>Jeffery Hill</u> Signature	<u>8/8/12</u> Date
<u>Delde Flores for William Stawski</u> Chief Financial Officer (Print Name)	<u>Delde Flores</u> Signature	<u>8/8/12</u> Date

**FUNDING AGREEMENT BY AND AMONG THE SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS, LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY, ORANGE COUNTY
TRANSPORTATION AUTHORITY, RIVERSIDE COUNTY TRANSPORTATION
COMMISSION AND SAN BERNARDINO ASSOCIATED GOVERNMENTS**

This Funding Agreement # M-004-13, hereinafter referred to as "FA" or "Agreement", is entered into as of _____, 2012 by and among the Southern California Association of Governments ("SCAG"), the Los Angeles County Metropolitan Transportation Authority ("Metro"), the Orange County Transportation Authority ("OCTA"), the Riverside County Transportation Commission ("RCTC") and the San Bernardino Associated Governments ("SANBAG"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Section 1012(b) of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Public Law 102-240, as amended by section 1216(a) of the Transportation Equity Act for the 21st Century (TEA-21), and section 1604 (a) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU"), Pub. L. 109-59 (August 10, 2005), establishes the Value Pricing Pilot Program, hereinafter referred to as the "Pilot Program," and permits the Federal Highway Administration ("FHWA") to allow the collection of tolls as part of a value pricing pilot program established under this section; and

WHEREAS, the overall objective of the pilot program is for the FHWA to support State and local governments or other public authorities to establish local value pricing pilot programs and to gather information about the role that various types of value pricing methods can play in improving the efficiency of transportation systems and in dealing with congestion, pollution, energy, and other problems related to automobile use in congested areas; and

WHEREAS, the FHWA published a notice on October 19, 2010 (75 Fed. Reg. 201) soliciting pilot program applications meeting certain guidelines set forth in that notice; and

WHEREAS, the California Department of Transportation ("CALTRANS"), pursuant to section 1012(b) of ISTEA, has requested that the FHWA enter into an agreement to support (1) a Regional Express Lane Network Pre-Implementation Project; and (2) a Cordon/Area Pricing Pre-implementation Project for Southern California, both of the above-referenced tasks described in Exhibit A, collectively referred to herein as the "Project" and incorporated herein by this reference; and

WHEREAS, FHWA determined the Project to be eligible for participation in the Pilot Program, as documented in the "Value Pricing Pilot Program FY 2010 Grant Award" dated August 18, 2011; and

WHEREAS, FHWA, CALTRANS and SCAG have entered into an agreement (“Cooperative Agreement”) related to the Value Pricing Pilot Program FY 2010 Grant Award for the Project; and

WHEREAS, the Project will be administered by SCAG; and

WHEREAS, SCAG, and Metro, OCTA, RCTC and SANBAG (the latter also collectively referred to herein as the “CTCs”) have a common interest in establishing the Project in order to gather information about the role that various types of pricing can play in improving the efficiency of transportation systems and in dealing with congestion, pollution, energy, and other problems related to automobile use in congested areas; and

WHEREAS, the purpose of this FA is for the CTCs to provide local, non-federal cash funds to SCAG, for SCAG to contribute funds, and to define the obligations of the Parties related to the retention of consultant(s) to perform the services related to the Project as described in Exhibit “A”, using agency contributions identified in Exhibit “B” and in accordance with the terms and conditions of this FA; and

WHEREAS, the Parties are willing to undertake the obligations set forth herein.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree 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 SERVICES

- a. SCAG agrees to procure a consultant or consultants (the “Consultants”) to perform the services required for the tasks described in the Statement of Work, attached hereto as Exhibit “A”, and incorporated herein by this reference.
- b. SCAG will procure Consultants to perform the Statement of Work through a competitive process. Subject to the execution of a valid, enforceable contract between SCAG and its Consultants and pursuant to the Cooperative Agreement, SCAG shall be responsible for managing the day-to-day operations of Consultants’ activities in performing the Statement of Work. SCAG, in collaboration with the FHWA, CALTRANS, and the CTCs, shall be members of appropriate project management committees to oversee Consultants’ progress and deliverables as described in Exhibit “A.”
- c. For purposes of this Agreement, SCAG designates the following Project Manager for this Project:

Annie Nam, Manager of Transportation Finance and Goods Movement
Southern California Association of Governments
818 West Seventh Street, 12th Floor
Los Angeles, CA 90017
(213) 236-1827

SCAG reserves the right to change this designation upon written notice to the CTCs.

- d. SCAG's Project Manager shall approve all Consultants' invoices.

3. TERM

The term of this Agreement shall begin on the Effective Date of the Agreement and continue until April 30, 2014, hereinafter referred to as the "Completion Date." Services performed under this Agreement shall commence upon SCAG's Regional Council's authorization, approval and award of a contract to the designated Consultant and SCAG's issuance of a Notice to Proceed to the selected Consultants. The term may be extended subject to mutual agreement by the Parties.

4. PAYMENT

- a. Except as expressly provided otherwise, each CTC shall provide the local, non-federal cash funds identified in Exhibit "B", to SCAG due and payable thirty (30) days after the execution of this Agreement. The payment shall reference Funding Agreement # M-004-13. SCAG shall also contribute the funds specified in Exhibit "B".
- b. For Consultant services related to development of the Cordon/Area Pricing Pre-Implementation Project as described in Exhibit "A", Metro shall provide \$229,000 of the funds identified in Exhibit "B", to SCAG.
- c. For Consultant services related to development of the Regional Express Lane Network Pre-Implementation Project as described in Exhibit "A", Metro, OCTA, RCTC and SANBAG shall each provide \$68,400 of the funds identified in Exhibit "B", to SCAG.
- d. SCAG shall contribute \$229,000 of the funds for the Cordon/Area Pricing Pre-Implementation Project and \$68,400 of the funds for the Regional Express Lane Network Pre-Implementation Project, as specified in Exhibit "B".
- e. SCAG shall maintain and account for the funds related to each Project separately.
- f. SCAG shall reimburse the CTCs within thirty (30) calendar days written notice for any Consultants' costs disallowed by CALTRANS, which are disallowed as a result of SCAG's actions or omissions, as appropriate. SCAG shall return such funds to the appropriate CTCs in relative proportions to the amounts that were initially provided, as listed in Exhibit "B".

- g. From the \$800,000 provided by SCAG and the CTCs, as set forth in Exhibit "B", SCAG shall pay for all costs and expenses incurred by Consultants related to the Statement of Work described in Exhibit "A".
- h. If any funds paid in advance by the CTCs are unspent upon the completion or termination of this FA, SCAG shall return such funds to the CTCs in the proportions listed in Exhibit "B" within thirty (30) calendar days of the completion or termination of the FA.

5. MUTUAL INDEMNIFICATION

- a. Neither SCAG nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Metro, OCTA, RCTC, and SANBAG, either individually or collectively, by their officers, agents, employees, contractors and subcontractors in connection with this FA. SCAG shall indemnify, defend and hold Metro, OCTA, RCTC, and SANBAG, and their respective officers, agents and employers 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 SCAG or its officers, agents, employees, contractors or subcontractors in connection with this FA, including, without limitation, procurement and management of the Consultants.
- b. Neither Metro, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SCAG, OCTA, RCTC, and SANBAG, and by its officers, agents, employees, contractors and subcontractors in connection with this FA. Metro shall indemnify, defend and hold SCAG, OCTA, RCTC and 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 Metro or its officers, agents, employees, contractors or subcontractors in connection with this FA.
- c. Neither OCTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SCAG, Metro, RCTC and SANBAG, either individually or collectively, by their officers, agents, employees, contractors and subcontractors in connection with this FA. OCTA shall indemnify, defend and hold SCAG, Metro, RCTC and SANBAG, and their respective officers, agents and employers 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 OCTA or its officers, agents, employees, contractors or subcontractors in connection with this FA.

- d. Neither RCTC nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SCAG, Metro, OCTA and SANBAG, either individually or collectively, by their officers, agents, employees, contractors and subcontractors in connection with this FA. RCTC shall indemnify, defend and hold SCAG, Metro, OCTA and SANBAG and their respective officers, agents and employers 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 RCTC or its officers, agents, employees, contractors or subcontractors in connection with this FA.

- e. Neither SANBAG nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SCAG, Metro, OCTA and RCTC, either individually or collectively, by their respective officers, agents, employees, contractors and subcontractors in connection with this FA. SANBAG shall indemnify, defend and hold SCAG, Metro, OCTA and RCTC 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 FA.

6. TERMINATION OF FUNDING AGREEMENT

If through any cause, any CTC fails to fulfill in a timely and proper manner its obligations under this FA, or violates any of the terms or conditions of this FA or applicable Federal or State laws and regulations, SCAG may terminate this FA upon thirty (30) calendar days written notice to each CTC by SCAG. If through any cause, SCAG fails to fulfill in a timely and proper manner its obligations under this FA, or violates any of the terms or conditions of this FA or applicable Federal or State laws and regulations, any CTC may withdraw from this FA upon thirty (30) calendar days written notice to the other CTCs and SCAG. In the event that this FA is terminated or if any CTC withdraws as specified in the foregoing sentence, the Parties shall enter into negotiations to reach an agreement that shall address whether to terminate or amend the Consultants' contract(s) and the allocation of such amendment costs and/or savings and/or termination costs among the Parties to this FA. Regardless of whether an agreement is reached, in the event SCAG terminates the Consultants' contract, SCAG and the CTCs agree 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, and not to exceed the funding commitments set forth herein. If a party hereto withdraws from this FA, the payment obligations of the withdrawing party shall terminate as of the effective date of the withdrawal, and the withdrawing party shall be entitled to a refund of unspent funds provided by such party. No such withdrawal shall affect the right of the withdrawing party to any refund of funds paid hereunder pursuant to the terms of this FA.

7. MISCELLANEOUS

- a. This FA contains the entire understanding between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of this FA. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this FA, which are not fully expressed herein.
- b. This FA shall be construed and interpreted under the laws of the State of California.
- c. In the event any part of this FA 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 FA and the remaining provisions shall continue in full force without being impaired or invalidated in any way.
- d. No party may assign this FA or any part hereof, without written consent and prior approval of the other party's authorized representative, and any assignment without said consent shall be void and unenforceable.
- e. No amendment, modification, alteration or variation of the terms of this FA shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties thereto.
- f. The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assignees.
- g. Time is of the essence for each and every provision of this FA.
- h. All Parties fully participated in drafting this FA.
- i. Notices: Any notice required or permitted under this FA, shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

**To SCAG: Mr. Hasan Ikhrata
Executive Director
Southern California Association of Governments
818 West Seventh St., 12th Floor
Los Angeles, CA 90017-3435**

**To Metro: Mr. Arthur T. Leahy
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012**

To OCTA: Mr. Will Kempton

**Chief Executive Officer
Orange County Transportation Authority
550 South Main St.
Orange, CA 92868**

**To RCTC: Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501**

**To SANBAG: Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
472 N. Arrowhead Ave.
San Bernardino, CA 92401**

- j. Each party to this FA represents and warrants to the other Parties that it is authorized to execute, deliver and perform this FA, and the terms and conditions hereof are valid and binding obligations of the party making this representation.
- k. SCAG staff and Consultants shall be independent contractors in the performance resulting from this Agreement, and shall not be considered officers, employees, contractors or agents of the CTCs.
- l. SCAG shall maintain complete and accurate records with respect to all funds received from CTCs, costs and expenses incurred, and disbursements made to Consultants under this FA. All such records shall be clearly identifiable. SCAG shall allow a representative of each CTC during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this FA. SCAG shall allow inspection of all work, data, documents, proceedings, and activities related to the FA for a period of three (3) years from the Completion Date.
- m. Any contract between SCAG and Consultants related to the Project shall include language that provides SCAG with ownership rights to copy, use, modify and reuse any and all plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultants related to Project ("Documents and Data"). Upon written request to SCAG, a party hereunder shall have the right to access, copy, use, modify and reuse any Documents and Data funded by such party; provided that in such event, SCAG shall have no legal liability for any modifications made by said party to the Documents and Data.
- n. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this FA shall survive any such expiration or termination.

- o. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- p. This FA may be signed in counterparts, each of which shall constitute an original.
- q. The Effective Date of this FA shall be the date in which the last of the Parties executes the document.

[Signature Pages follow.]

IN WITNESS WHEREOF, the Parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By: _____
Hasan Ikhata
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Joann Africa
Chief Counsel

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Arthur T. Leahy
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Will Kempton
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
General Counsel

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Legal Counsel

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford, President
SANBAG Board

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

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