

AGENDA

General Policy Committee Meeting

February 13, 2013

9:00 a.m.

Location

SANBAG

Super Chief Conference Room

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA

General Policy Committee Membership

Chair – SANBAG Vice President

Council Member Mike Leonard
City of Hesperia

SANBAG President

Supervisor Janice Rutherford
County of San Bernardino

SANBAG Past President

Mayor Larry McCallon
City of Highland

Mt./Desert Representatives

Mayor Julie McIntyre (*Chair-MDC*)
City of Barstow

Council Member Jim Harris
City of Twentynine Palms

Supervisor Robert Lovingood
County of San Bernardino

East Valley Representatives

Mayor Patrick Morris (*Chair-CRTC*)
City of San Bernardino

Council Member Dick Riddell (*Chair-MVSS*)
City of Yucaipa

Supervisor James Ramos
County of San Bernardino

West Valley Representatives

Mayor L. Dennis Michael
City of Rancho Cucamonga

Vice Mayor Ed Graham
City of Chino Hills

Mayor Dennis Yates
City of Chino

Supervisor Gary Ovitt
County of San Bernardino

Ray Wolfe
Executive Director

Eileen Teichert
SANBAG Counsel

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

General Policy Committee Meeting

February 13, 2013

9:00 a.m.

Location: SANBAG, Super Chief Conference Room, 1170 W. 3rd Street, 2nd Floor, San Bernardino

CALL TO ORDER 9:00 a.m.
(Meeting chaired by Mike Leonard)

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

Notes/Actions

1. **Possible Conflict of Interest Issues for the General Policy Committee Meeting February 13, 2013** Pg. 9

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

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by member request.

Administrative Matters

2. **Attendance Register** Pg. 10

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.

3. **January 2013 Procurement Report** Pg. 12

Receive January 2013 Procurement Report.
William Stawarski

This item is not scheduled for review by any other policy committee or technical advisory committee.

Consent Calendar Continued....**Administrative Matters (Cont.)**

4. **Budget to Actual Report for first quarter ending September 30, 2012** Pg. 15

Receive and file Budget to Actual Report for first quarter ending September 30, 2012. **William Stawarski**

This item is not scheduled for review by any other policy or technical advisory committee.

Discussion Items**Administrative Matters**

5. **SANBAG Memberships to Regional, State, and National Trade Organizations** Pg. 19

That the Committee recommend the Board continue SANBAG memberships to regional, State, and national trade organizations as listed below. **Duane Baker**

This item is not scheduled for review by any other policy or technical advisory committee.

6. **Status of San Bernardino Associated Governments (SANBAG) Financial Audit** Pg. 22

Receive SANBAG's first Comprehensive Annual Financial Report (CAFR) on the Annual Financial Audit for Fiscal Year 2011/2012. **William Stawarski**

This item is not scheduled for review by any other policy committee or technical advisory committee.

7. **Measure I Revenue** Pg. 24

Receive report on Measure I receipts for Measure I 2010-2040. **William Stawarski**

This item is not scheduled for review by any other policy or technical advisory committees.

8. **Award Investment Advisor Services Contract** Pg. 26

That the Committee recommend the Board award Contract No. C13068 to PFM Asset Management for Investment Advisor Services for a five (5) year contract term with two (2) one-year options to extend for an amount not-to-exceed \$425,000 for the initial five (5) year term. **William Stawarski**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and Contract.

Discussion Items Continued....**Transportation Fund Administration****9. Measure I Five-Year Capital Improvement Plans for 2013-2017 Pg. 33**

That the Committee recommend the Board accept the Measure I 2013-2017 Summary Report of the Five-Year Capital Improvement Plans for Local Pass-Through Funds.
Andrea Zureick

This item is not scheduled for review by any other policy committee or technical advisory committee.

10. Fiscal Year 2012-2013 Federal Transportation Enhancement (TE) Funds Pg. 37

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

1. Receive a report on the consolidation of the Transportation Enhancement Program into the Transportation Alternative Program as part of the new federal surface transportation act, Moving Ahead for Progress in the 21st Century Act approved in July 2012.
2. Approve allocation of \$3,662,000 of FY 2012/13 Federal Transportation Enhancement Funds to the following projects:
 - a. \$2,000,000 to the City of Rialto Rails to Trails Project
 - b. \$992,000 to Downtown San Bernardino Transit Center
 - c. \$670,000 to the City of Highland Greenspot Road Historic Iron Bridge Rehabilitation Project
3. Approve prioritized back-up list of eligible projects for any programmed Transportation Enhancement Funds that become available:
 - a. Increase the amount allocated to the San Bernardino Transit Center up to a maximum allocation of \$2,242,000
 - b. Allocate up to a maximum of \$1,683,300 to the Downtown San Bernardino Passenger Rail project
4. Approve Santa Ana River Trail in San Bernardino County and Riverwalk Trail in Victorville to remain priority projects for future funding. **Philip Chu**

The material in this agenda item was reviewed by the Transportation Technical Advisory Committee on February 4, 2013.

Discussion Items Continued....**Transportation Fund Administration (Cont.)****11. Local Transportation Fund Apportionment**

Pg. 40

That the Committee recommend the Board:

1. Maintain Fiscal Year 2012/2013 Local Transportation Fund apportionment of \$75,744,649 as approved on April 4, 2012.
2. Maintain unrestricted fund balance of \$7,250,000 as a reserve to minimize the impact of a decline in revenue or an unexpected financial need.
3. Approve a Local Transportation Fund Estimated Apportionment of \$81,265,071 for Fiscal Year 2013/2014; based on \$70,675,240 in estimated receipts, \$33,839,831 from the prior year audited unrestricted fund balance, and the recommended reserve. **Philip Chu**

This item is not scheduled for review by any other policy committee or technical advisory committee.

Air Quality/Traveler**12. Annual agreement between the State of California Department of Transportation (Caltrans) and San Bernardino Associated Governments (SANBAG), for the Freeway Service Patrol Program (FSP) Funding**

Pg. 45

That the Committee recommend the Board:

1. Approve Agreement No. R13064 between State of California Department of Transportation and San Bernardino Associated Governments to accept State Freeway Service Patrol Program funds for the operation and management of Freeway Service Patrol Services in a not-to-exceed amount of \$1,427,229 and to match those funds with Department of Motor Vehicle/Service Authority for Freeway Emergency funds in the amount of \$356,808 for a total contract not-to-exceed amount of \$1,784,037 as outlined in the Financial Impact Section; and
2. Authorize the President of the SANBAG Board of Directors to execute Agreement No. R13064. **Duane Baker**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item.

Discussion Items Continued....**Air Quality/Traveler (Cont.)**

13. **Amendments to three Freeway Service Patrol (FSP) Contracts to exercise second year options.** Pg. 57

That the committee recommend the Board:

1. Approve Amendment No. 2 to Contract C09137 with Steve's Towing for Beat 1 to exercise the second year option of the contract, which would extend the contract term to April 30, 2014, as well as increase the contract amount by \$171,585 for a revised not-to-exceed amount of \$857,925;
2. Approve Amendment No. 2 to Contract C09138 with Pepe's Towing for Beat 2 to exercise the second year option of the contract, which would extend the contract term to April 30, 2014, as well as increase the contract amount by \$186,345 for a revised not-to-exceed amount of \$942,795;
3. Approve Amendment No. 2 to Contract C09140 with Steve's Towing for Beat 5 to exercise the second year option of the contract, which would extend the contract term to April 30, 2014, as well as increase the contract amount by \$171,585 for a revised not-to-exceed amount of \$857,925. **Duane A. Baker**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the amendments.

14. **SANBAG Park and Ride Lease Program lease template** Pg. 93

That the Committee recommend the Board:

1. Approve the attached template for San Bernardino Associated Governments' Park and Ride lease program;
2. Authorize the Executive Director to execute contracts for each lease program for a not-to-exceed amount of \$25,000 per contract. **Duane A. Baker**

This item is not scheduled for review by any other policy or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and the contract template. Caltrans has reviewed the contract template.

Discussion Items Continued....

Regional/Subregional Planning

- 15. Transportation Development Act (TDA) – Article 3 Pg. 106
Pedestrian and Bicycle Facilities and Transit Stop Access
Improvement Call for Projects**

That the Committee recommend the Board authorize the release of TDA Article 3 Call for Projects for the following two programs:

- 1) Pedestrian and Bicycle Facility Projects
- 2) Transit Stop Access Improvement Projects **Tim Byrne**

This item was reviewed by the Transportation Technical Advisory Committee on February 4, 2013.

Council of Governments

- 16. State Legislative Update Pg. 124**

Receive update on state legislative items. **Wendy Strack**

This item is not scheduled for review by any other policy committee or technical advisory committee.

Comments from Committee Members

Brief Comments from Committee Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

- Acronym List Pg. 130**

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (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 Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

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

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

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still 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: February 13, 2013

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Contractor/Agents	Subcontractors
8	C13068	PFM Asset Management LLC <i>Nancy Jones</i>	N/A
13	C09137	Steve's Towing <i>Miguel Leyva</i>	N/A
13	C09138	Pepe's Towing Services, Inc. <i>Lorenzo Navarro</i>	N/A
13	C09140	Steve's Towing <i>Miguel Leyva</i>	N/A

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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COG	CTC	X	CTA		SAFE	X	CMA	X
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Check all that apply.
 GPC1302z-db

Approved
 General Policy Committee

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

GENERAL POLICY COMMITTEE ATTENDANCE RECORD - 2013

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Ed Graham City of Chino Hills	X											
Jim Harris City of Twentynine Palms	X											
Mike Leonard City of Hesperia	X											
Robert Lovingood Board of Supervisors												
Larry McCallon City of Highland	X											
Julie McIntyre City of Barstow												
L. Dennis Michael City of Rancho Cucamonga												
Patrick Morris City of San Bernardino	X											
Gary Oviitt Board of Supervisors	X											
Dick Riddell City of Yucaipa	X											
Janice Rutherford Board of Supervisors	X											
James Ramos Board of Supervisors	X											
Dennis Yates City of Chino	X											

X = Member attended meeting.

Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

***GENERAL 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						
Julie McIntyre City of Barstow							X	X		X		
Bill Jahn City of Big Bear Lake		X										
Dennis Yates City of Chino	X		X	X	X							X
Mike Leonard City of Hesperia	X		X	X	X	X	X	X		X	X	X
Larry McCallon City of Highland	X	X	X	X	X	X		X	X		X	X
Rhodes Rigsby City of Loma Linda	X	X	X	X	X	X						
Ed Scott City of Rialto	X	X	X	X	X							
Ed Graham City of Chino Hills	X	X	X	X	X	X	X	X	X	X	X	X
L. Dennis Michael City of Rancho Cucamonga							X	X		X		X
Patrick Morris City of San Bernardino		X	X	X	X	X		X	X	X	X	
Jim Harris City of Twentynine Palms		X	X	X	X	X	X	X	X	X	X	X
Dick Riddell City of Yucaipa		X	X		X	X	X	X		X	X	
Janice Rutherford Board of Supervisors	X		X	X		X		X	X	X	X	X
Josie Gonzales Board of Supervisors	X	X	X	X	X	X						
Brad Mitzelfelt Board of Supervisors	X		X		X			X	X	X	X	
Robert Lovingood Board of Supervisors												X
Gary Ovitt Board of Supervisors	X	X	X	X		X	X	X	X	X	X	
Neil Derry Board of Supervisors	(Self-Suspension as of 5/3/11)	X	X				X	X				
James Ramos Board of Supervisors												X

X = Member attended meeting.

Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

***On October 3, 2012 the Board approved changing the name of the Administrative Committee to the General Policy Committee



- 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: February 13, 2013

Subject: January 2013 Procurement Report

Recommendation:* Receive January 2013 Procurement Report.

Background: The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on January 9, 2013. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or designee, in excess of \$5,000 shall be routinely reported to the General Policy Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the General Policy Committee for the month of January 2013.

Financial Impact: This item imposes no impact on the Fiscal Year 2012/2013 budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

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

Responsible Staff: William Stawarski, Chief Financial Officer

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Approved
General Policy 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.
 GP1302a-wws

January 2013 Report of Purchase Orders

PO Number	PO Issue Date	Vendor	Purpose	Amount
4000955	01/09/13	Pacific Restoration Group (PRG)	<p>In October 2012 America West Landscape (AWL) walked off the I-10 Riverside Avenue Landscaping project and was subsequently terminated on October 16, 2012. AWL left the project unsafe. SANBAG's Director of Project Delivery authorized an Emergency Construction Change Order (CCO) to PRG. PRG is currently under contract for the SR-210 Segment 8 Landscaping project. In accordance with Section 4 Scope of Work of the Caltrans Standard Specifications and by the direction provided under Section 5-302 Contract Change Order Policy of the Caltrans Construction Manual, PRG can be authorized to complete the work. Per various discussions with Caltrans Engineers, it was agreed to void the CCO and issue a purchase order to cover the work already performed and allow any follow-up work as needed. In November 2012 Caltrans reviewed the site and identified additional work needed to secure a separate encroachment permit from Caltrans to complete the project. This PO provides for payment of emergency services provided by PRG and for any additional measure needed to keep the site compliant until new "completion contractor" takes over the site sometime in March 2013.</p>	\$50,000.00
4000954	01/09/13	MBI Media	Production of 10-minute video.	\$20,000.00

General Policy Committee Agenda Item
 February 13, 2013
 Page 3

4000957	01/14/13	Tyler Technologies Inc.	EDEN Financial System maintenance and support for calendar year 2013.	\$36,105.10	
4000956	01/14/13	Counts Unlimited, Inc.	Count data for select Valley Interchanges (queue counts and turn movement).	\$5,460.00	
4000910	01/16/13	Graham, Ryan	Revised purchase order from \$29,500 to \$35,500 due to extending work performed by Mr.Graham to June 30, 2013. The increase consists of 10 hours per month for training with Transit and Fund Administration in preparation for the next fiscal year.	\$35,500.00	
*Note: Sole Source justification is noted in the Purpose statement, if applicable.				Total	\$147,065.10



- 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: February 13, 2013

Subject: Budget to Actual Report for first quarter ending September 30, 2012

Recommendation:* Receive and file Budget to Actual Report for first quarter ending September 30, 2012.

Background: SANBAG's Budget for Fiscal Year 2012/2013 for new activity was adopted by the Board of Directors on June 6, 2012. This report provides a summary of program activity and task activity compared to budget. Budgetary information includes the original and revised budgets, and year to date expenditures.

Financial Impact: This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2012/2013 Budget.

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

Responsible Staff: William Stawarski, Chief Financial Officer

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Approved
 General Policy 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.

ATTACHMENT 1

San Bernardino Associated Governments
Budget to Actual Report: July 2012 - September 2012
Fiscal Year 2012/2013

AIR QUALITY & TRAVELER SERVICES PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0102	Air Quality Activities	3,457,701	-	-	3,457,701	53,837	3,403,864	1.56%
0406	Rideshare Management	2,224,957	-	6,443	2,231,400	63,608	2,167,792	2.85%
0702	Call Box System	1,026,258	-	-	1,026,258	142,427	883,831	13.88%
0704	Freeway Service Patrol/State	1,914,260	28,751	-	1,943,011	275,321	1,667,690	14.17%
0706	Intelligent Transportation Systems	96,587	-	-	96,587	-	96,587	0.00%
TOTAL AIR QUALITY & TRAVELER SERVICES PROGRAM		8,719,763	28,751	6,443	8,754,957	535,193	8,219,764	6.11%

TRANSPORTATION PLANNING & PROGRAMMING PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0110	Regional Transportation Planning	489,687	68,400	-	558,087	55,813	502,274	10.00%
0203	Congestion Management	100,865	-	-	100,865	2,182	98,683	2.16%
0213	High Desert Corridor Studies	228,191	-	-	228,191	1,144	227,047	0.50%
0373	Federal/State Fund Administration	979,994	-	34,160	1,014,154	148,663	865,491	14.66%
0404	Subregional Transportation Planning	1,092,886	-	-	1,092,886	356,506	736,380	32.62%
0500	Transportation Improvement Program	358,424	-	-	358,424	62,706	295,718	17.49%
0609	Strategic Planning/Delivery Planning	365,824	-	7,760	373,584	32,355	341,229	8.66%
0701	Valley Signal Coordination	1,478,995	-	-	1,478,995	77,570	1,401,425	5.24%
0941	Mt./Desert Planning & Project Development	227,201	-	-	227,201	24,874	202,327	10.95%
TOTAL TRANSPORTATION PLANNING & PROGRAMMING PROGRAM		5,322,067	68,400	41,920	5,432,387	761,813	4,670,574	14.02%

MAJOR PROJECT DELIVERY PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0815	Measure I Program Management	5,120,049	-	62,249	5,182,298	422,475	4,759,823	8.15%
0817	SR-60 Sound Wall	71,163	-	16,321	87,484	22,528	64,956	25.75%
0819	Hwy 62 & Rotary Way Traffic Signal Project	450,000	-	-	450,000	-	450,000	0.00%
0820	SR 210 Final Design	245,170	-	-	245,170	-	245,170	0.00%
0822	SR 210 Right of Way Acquisition	3,298,494	-	-	3,298,494	(1,795,007)	5,093,501	-54.42%
0824	SR 210 Construction	8,947,468	-	-	8,947,468	1,198,059	7,749,409	13.39%
0825	I-10 Corridor Project Development	4,123,966	-	-	4,123,966	279,125	3,844,841	6.77%
0826	I-10 Citrus/Cherry Interchanges	71,708,739	-	-	71,708,739	3,455,320	68,253,419	4.82%
0830	I-215 San Riv Project Development	15,804	-	-	15,804	-	15,804	0.00%
0834	I-215 Final Design	366,579	-	-	366,579	7,317	359,262	2.00%
0836	I-215 Right of Way Acquisition	2,901,919	75,000	-	2,976,919	84,254	2,892,665	2.83%
0838	I-215 Construction	79,699,415	-	-	79,699,415	5,960,924	73,738,491	7.48%
0839	I-215 Bi- County HOV Gap Closure Project	18,844,743	-	1,388	18,846,131	5,320,605	13,525,526	28.23%
0840	I-215 Barton Road Interchange	10,771,111	-	-	10,771,111	113,569	10,657,542	1.05%
0841	I-10 Riverside Interchange	3,200,247	-	-	3,200,247	226,500	2,973,747	7.08%
0842	I-10 Tippecanoe Interchange	39,604,394	-	-	39,604,394	125,667	39,478,727	0.32%

ATTACHMENT 1

San Bernardino Associated Governments
Budget to Actual Report: July 2012 - September 2012
Fiscal Year 2012/2013

0845	Mt. Vernon/Washington Interchange	466,087	-	-	466,087	1,922	464,165	0.41%
0850	Alternative Project Financing	3,661,056	-	-	3,661,056	102,746	3,558,310	2.81%
0862	I-10 Westbound Lane Addition - Yucaipa	9,906,181	-	-	9,906,181	1,102,622	8,803,559	11.13%
0869	Glen Helen Parkway Grade Separation	4,400,356	-	-	4,400,356	1,417	4,398,939	0.03%
0870	Hunts Lane Grade Separation	12,584,715	1,122,664	-	13,707,379	1,398,948	12,308,431	10.21%
0871	State St./University Parkway Grade Separation	328,306	-	-	328,306	-	328,306	0.00%
0874	Palm Avenue Grade Separation	9,899,031	-	5,000	9,904,031	40,278	9,863,753	0.41%
0876	South Milliken Avenue Grade Separation	6,840,456	-	-	6,840,456	2,274	6,838,182	0.03%
0877	Vineyard Avenue Grade Separation	1,732,673	-	-	1,732,673	1,922	1,730,751	0.11%
0879	Colton Crossing BNSF/UPRR Grade Separation	91,530,337	-	-	91,530,337	6,920	91,523,417	0.01%
0880	I-15/I-215 Devore Interchange	22,086,076	-	14,085	22,100,161	225,825	21,874,336	1.02%
0881	Lenwood Avenue Grade Separation	4,688,881	-	-	4,688,881	143,418	4,545,463	3.06%
0882	North Milliken Avenue Grade Separation	17,119,616	-	8,011,113	25,130,729	2,176,791	22,953,938	8.66%
0883	SR 210 Pepper Avenue Interchange	2,277,989	-	-	2,277,989	90,997	2,186,992	3.99%
0884	Laurel Avenue Grade Separation	15,864,368	875,336	-	16,739,704	637,671	16,102,033	3.81%
0885	9th Street Rail Improvements	4,216,173	(75,000)	-	4,141,173	-	4,141,173	0.00%
0886	Colton Quiet Zone Project	3,147,427	-	-	3,147,427	4,554	3,142,873	0.14%
0887	SR 210 Lane Addition	1,063,515	-	-	1,063,515	50,688	1,012,827	4.77%
0888	I-15 La Mesa/Nisqualli Interchange	16,184,871	-	50,000	16,234,871	3,215,660	13,019,211	19.81%
0889	Yucca Loma Bridge	7,062,129	-	-	7,062,129	-	7,062,129	0.00%
0890	I-15 Rancho Interchange	13,351,699	-	-	13,351,699	45,077	13,306,622	0.34%
0965	2012 A Sales Tax Revenue Bond	5,916,411	-	-	5,916,411	-	5,916,411	0.00%
TOTAL MAJOR PROJECT DELIVERY PROGRAM		503,697,614	1,998,000	8,160,156	513,855,770	24,671,066	489,184,704	4.80%

TRANSIT & PASSENGER RAIL PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0309	General Transit	872,459	210,915	7,333	1,090,707	364,129	726,578	33.38%
0310	Transit Operating	8,823,072	-	-	8,823,072	1,494,785	7,328,287	16.94%
0311	Transit Capital	5,332,307	2,000,000	-	7,332,307	920,525	6,411,782	12.55%
0352	General Commuter Rail	800,797	-	187	800,984	85,490	715,494	10.67%
0377	Commuter Rail Operating Expenses	12,133,858	(2,590,000)	18,312	9,562,170	6,250,076	3,312,094	65.36%
0379	Commuter Rail Capital Expenses	23,416,568	5,147,588	57,247	28,621,403	713,731	27,907,672	2.49%
0501	Federal Transit Act Programming	96,969	-	-	96,969	572	96,397	0.59%
TOTAL TRANSIT & PASSENGER RAIL PROGRAM		51,476,030	4,768,503	83,079	56,327,612	9,829,308	46,498,304	17.45%

ATTACHMENT 1

San Bernardino Associated Governments
Budget to Actual Report: July 2012 - September 2012
Fiscal Year 2012/2013

TRANSPORTATION FUND ADMINISTRATION PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0502	TDA Administration	470,005	-	-	470,005	54,037	415,968	11.50%
0504	Measure I Administration	426,634	-	-	426,634	47,861	378,773	11.22%
0506	Local Transportation Fund	83,337,751	-	-	83,337,751	-	83,337,751	0.00%
0507	State Transit Assistance Fund	26,330,985	(788,975)	-	25,542,010	-	25,542,010	0.00%
0515	Measure I Valley Apportionment & Allocation	4,427,761	-	4,779,611	9,207,372	382,383	8,824,989	4.15%
0610	Measure I 2010-2040 Project Advancement	16,846,857	-	655,517	17,502,374	17,751	17,484,623	0.10%
0615	Measure I Local Stimulus	-	-	8,110,653	8,110,653	1,032,486	7,078,167	12.73%
0918	Measure I Local Pass-through	34,453,800	-	-	34,453,800	2,701,050	31,752,750	7.84%
TOTAL TRANSPORTATION FUND ADMINISTRATION PROGRAM		166,293,793	(788,975)	13,545,781	179,050,599	4,235,568	174,815,031	2.37%

GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0104	Intergovernmental Relations	442,441	-	-	442,441	49,873	392,568	11.27%
0490	Council of Governments New Initiatives	80,585	(16,678)	-	63,907	3,497	60,410	5.47%
0492	Joint Solar Purchase Agreement	176,732	16,678	-	193,410	3,124	190,286	1.62%
0495	Green House Gas	495,481	38,385	-	533,866	5,135	528,731	0.96%
0503	Legislation	613,473	-	-	613,473	66,033	547,440	10.76%
0601	County Transportation Commission-General	483,591	-	-	483,591	54,527	429,064	11.28%
0605	Publications & Public Outreach	576,842	-	-	576,842	67,263	509,579	11.66%
0708	Property Assessed Clean Energy	141,514	-	-	141,514	4,823	136,691	3.41%
0805	Building Operations	89,115	-	-	89,115	3,347	85,768	3.76%
0942	Financial Management	228,102	-	-	228,102	16,799	211,303	7.36%
TOTAL COUNCIL OF GOVERNMENTS SUPPORT PROGRAM		3,327,876	38,385	-	3,366,261	274,421	3,091,840	8.15%

GRAND TOTAL ALL PROGRAMS		738,837,143	6,113,064	21,837,379	766,787,586	40,307,369	726,480,216	5.26%
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CONSOLIDATED BY PROGRAM

PROGRAM DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	PROGRAM BALANCE	% OF BUDGET EXPENDED
AIR QUALITY & TRAVELER SERVICES PROGRAM	8,719,763	28,751	6,443	8,754,957	535,193	8,219,764	6.11%
TRANSPORTATION PLANNING & PROGRAMMING PROGRAM	5,322,067	68,400	41,920	5,432,387	761,813	4,670,574	14.02%
MAJOR PROJECT DELIVERY PROGRAM	503,697,614	1,998,000	8,160,156	513,855,770	24,671,066	489,184,704	4.80%
TRANSIT & PASSENGER RAIL PROGRAM	51,476,030	4,768,503	83,079	56,327,612	9,829,308	46,498,304	17.45%
TRANSPORTATION FUND ADMINISTRATION PROGRAM	166,293,793	(788,975)	13,545,781	179,050,599	4,235,568	174,815,031	2.37%
GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM	3,327,876	38,385	-	3,366,261	274,421	3,091,840	8.15%
GRAND TOTAL ALL PROGRAMS	738,837,143	6,113,064	21,837,379	766,787,586	40,307,369	726,480,216	5.26%



- 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: February 13, 2013

Subject: SANBAG Memberships to Regional, State, and National trade Organizations

Recommendation:* That the Committee recommend the Board continue SANBAG memberships to regional, State, and national trade organizations as listed below.

Background: Each year SANBAG staff provides a listing of associations, their purpose, and annual membership dues to regional, State, and national trade organizations. SANBAG has been a long time member of the listed organizations and has benefited from membership as a source of information relevant to the industry, through advocacy efforts for legislative and/or regulatory change, and through professional associations for program innovation and exchange. Some organizations provide regular information on regulations, funding opportunities, and regulatory requirements. A number of the organizations have provided support for SANBAG projects and programs and transportation improvements.

Association Purpose	Annual Dues
<u>American Public Transit Association (APTA)</u> This organization works to ensure that public transportation is available and accessible for all communities in the country through advocacy, innovation and information sharing. APTA provides access to research and reports, standards development in transit, legislative updates and advocacy at the federal level, training opportunities on the latest issues and best practices for transit, and peer review data and panels to ensure our local agencies are keeping up with standards in the field.	\$ 1,344

*

	<p><i>Approved</i> <i>General Policy Committee</i></p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG	<input checked="" type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.
 GPC1302a-dab

Association Purpose	Annual Dues
<p><u>California Transit Association (CTA)</u> Public sector, non-profit association of over 190 of California's largest urban, suburban, and rural transit operators, commuter rail agencies, transit support groups, transit suppliers, and government agencies. CTA is committed to a collaborative approach to advocating for improved transit operations throughout California, and works with local, state and federal legislators advocating for transit. CTA conducts state level advocacy for stable transit funding, provides access to technical reports and updates on issues specific to transit needs in California, and provides access to educational opportunities on transit practices in California.</p>	<p>\$ 1,050</p>
<p><u>California Association of Coordinated Transportation (CalACT)</u> CalACT is the largest state transit association in the United States, with nearly 300 members dedicated to promoting professional excellence, stimulating ideas and advocating for effective community transportation. CalACT is a clearing house for information and resources on transit and paratransit management. This organization also is an advocate for rural transit agencies.</p>	<p>\$ 745</p>
<p><u>Mobility 21</u> Organization of public, business and community stakeholders pursuing regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties. Mobility 21 provides strong regional advocacy on transportation issue at the state and federal levels. The Board of Directors includes the CEOs of the five transportation commissions, SCAG, AAA, and the major regional Chambers of Commerce.</p>	<p>\$20,000</p>
<p><u>Self Help Counties Coalition</u> Organization of 19 California county transportation agencies with voter-approved transportation sales tax measures. In Southern California, revenues from these sales tax measures exceed the combined total of state and federal transportation funds. The SHCC works closely with the California Transportation Commission, Caltrans, the Legislature and Administration, and other groups to protect the interests of the transportation authorities against diversion of transportation funds, increased Board of Equalization fees, impediments to timely project delivery, and concerns over state maintenance of effort that may arise because of the availability of local funds.</p>	<p>\$ 5,700</p>

Association Purpose	Annual Dues
<p><u>Coalition for Americas Gateways and Trade Corridors (CAGTC)</u> CAGTC focuses attention on the importance and essential federal role in interstate commerce, international trade, and the development and maintenance of the transportation infrastructure and logistics systems that support them. These issues are critical to San Bernardino County because of its position astride the nation’s largest multimodal freight corridor and the prominence of the logistics sector in our economy.</p>	\$ 6,500
<p><u>Southern California Association of Governments (SCAG)</u> SCAG bylaws provide for SANBAG, as one of the five County Transportation Commissions within the region, to appoint a representative to the SCAG Regional Council from its governing board, dependent upon being a dues-paying member. SANBAG participation with SCAG is essential for the development of the Regional Transportation Plan/Sustainable Communities Strategy.</p>	\$25,000
<p><u>Inland Empire Economic Partnership (IEEP)</u> IEEP is a private sector voice for business and quality of life in the Inland Empire. It recruits and supports business, advocates for an educated workforce, works to ensure business friendly transportation and infrastructure policy for the economic betterment of Riverside and San Bernardino Counties.</p>	\$ 15,000
<p><u>Inland Action</u> Inland Action promotes diverse economic development in the Inland Empire. They advocate on a broad array of issues including transportation policy and financing at the state and federal levels. Their membership consists of a large number of private and public interests, interlacing the business and public sectors to form the basis of strong policy advocacy.</p>	\$ 2,800

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

Financial Impact: SANBAG’s cost for membership in these organizations is approximately \$78,139. Payment of membership dues is within the Executive Directors authority and funding will be incorporated into the Fiscal Year 2013-2014 SANBAG budget.

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

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: 6

Date: February 13, 2013

Subject: Status of San Bernardino Associated Governments (SANBAG) Financial Audit

Recommendation:* Receive SANBAG's first Comprehensive Annual Financial Report (CAFR) on the Annual Financial Audit for Fiscal Year 2011/2012.

Background: The Joint Powers Agreement creating SANBAG, as well as the Single Audit Act and the U.S. Office of Management and Budget (OMB) require an annual audit be conducted of SANBAG and its affiliated organizations. The audit of the financial statements for Fiscal Year 2011/2012 is being conducted by the firm of McGladrey.

The financial audit includes four basic elements:

1. Audit of SANBAG's Basic Financial Statements;
2. Audit of the State Transit Assistance Fund of the County of San Bernardino;
3. Audit of the Local Transportation Fund of the County of San Bernardino; and
4. Single Audit Compliance Reports in accordance the OMB.

A management letter from McGladrey will be included.

*

Approved
General Policy 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.

The CAFR, Management Letter, and other reports mentioned will be distributed at the meeting date. The CAFR report includes the following major changes:

1. Implementation of GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. SANBAG complied with this Pronouncement.
2. Reclassifications/adjustments and change in revenue recognition. Certain funds were adjusted to reflect change in revenue recognition from 60 days to 180 days and reclassifications/adjustments due to implementation of new accounting software system EDEN.
3. CAFR Format. The CAFR includes three main sections: Introductory, Financial, and Statistical:
 - The introductory section includes a letter of transmittal, organization chart, and list of principal officials.
 - The financial section includes the Independent's Auditor's report, management discussion and analysis, basic financial statements, required supplementary information, and supplementary information.
 - Statistical section includes financial trends, revenue capacity, debt capacity, demographic and economic information, and operating information.

Financial Impact: This item has no direct impact on the budget. The audit contract costs are budgeted in the Indirect-General (0120) and TDA Administration (0502) tasks.

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

Responsible Staff: William Stawarski, Chief Financial Officer



- 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: February 13, 2013

Subject: Measure I Revenue

Recommendation:* Receive report on Measure I receipts for Measure I 2010-2040.

Background: Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts for Fiscal Year 2012/2013 as of December 31, 2012 were \$69,356,429.

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

Measure I revenue for the 2012/2013 Fiscal Year budget was estimated to be \$122,000,000. Actual Measure I receipts for Fiscal Year 2012/2013 October through December are \$35,076,980, in comparison to \$33,547,956 received during the quarter ending September 2011/2012, with an increase of 4.56%.

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

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

Responsible Staff: William Stawarski, Chief Financial Officer

Approved
 General Policy Committee

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

Attachment 1

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	0	0	69,356,429	\$322,927,053
% Increase Over 11/12	10.48%	4.56%				



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

Minute Action

AGENDA ITEM: 8

Date: February 13, 2013

Subject: Award Investment Advisor Services Contract

Recommendation:* That the Committee recommend the Board award Contract No. C13068 to PFM Asset Management for Investment Advisor Services for a five (5) year contract term with two (2) one-year options to extend for an amount not-to-exceed \$425,000 for the initial five (5) year term.

Background: The San Bernardino Associated Governments (SANBAG) requires the services of an Investment Advisor. The Investment Advisor will assist SANBAG in computing a performance benchmark that matches the composition, duration and risk profile of SANBAG's actual portfolio. The Investment Advisor will provide SANBAG with a quarterly and monthly portfolio performance report that evaluates the performance of the portfolio in comparison to SANBAG's selected benchmark as described in SANBAG's investment policy. The report will also include a summary detailing trading strategies implemented during the quarter and will provide recommendations of investment strategies for the upcoming quarter.

The investment of funds is guided by applicable State statutes including Government Code Section 53601, bond documents, the County of San Bernardino's investment policy and SANBAG's investment policy. The Investment Advisor will not be asked for advice on new financing measures being considered as that is a role reserved for SANBAG's financial advisor.

*

Approved
 General Policy 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.

GPC1302e-wws

<http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1302/AgendaItems/GPC1302e1-wws.docx>

The contract is for a five (5) year term with two (2) one-year options to extend. The initial cost for five (5) years is \$400,000 (based on estimated investment amount for each year). Staff is requesting additional an amount of \$25,000 for possible Arbitrage services on an as-needed basis. The total contract amount will be \$425,000.

Financial Impact: This item is consistent with SANBAG's Fiscal Year 2012/2013 budget. Investment Advisor activities are budgeted under MSI-Administration Fund, Task No. 0942 Financial Management.

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 reviewed this item and Contract.

Responsible Staff: William Stawarski, Chief Financial Officer



CONTRACT SUMMARY SHEET

Contract No. C 13068 Amendment No. 0

By and Between
San Bernardino Associated Governments and PFM Asset Management

Contract Description Investment advisory services

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: RFP released approved Board action 12/5/12

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	425,000	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	425,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	425,000	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 425,000

Contract Start Date 3/6/13	Current Contract Expiration Date 3/6/18	Revised Contract Expiration Date N/A
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0942-Financial Management and Task No. 0965-2012A Sales Tax Revenue Bonds for arbitrage services

A Budget Amendment is required.

How are we funding current FY?

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

MSI Administration (Fund 1020) and Task 0942 (Financial Management) and Fund 5015 (Debt Service-Sales Tax Revenue Notes-2012) for arbitrage services.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Hilda E. Flores
Project Manager (Print Name)

William Stawarski
Task Manager (Print Name)

Andrea Zureick
Dir. of Fund Admin. & Programming (Print Name)

Jeffery Hill
Contract Administrator (Print Name)

W. Stawarski
Chief Financial Officer (Print Name)

Hilda Flores 1/29/13
Signature Date

Andrea Zureick 1/30/13
Signature Date

Jeffery Hill 1/29/13
Signature Date

W. Stawarski 1/30/13
Signature Date

“SCOPE OF WORK”

- 1. Provide advice on portfolio performance.** CONSULTANT will assist SANBAG in selecting a performance benchmark that matches the composition, duration and risk profile of SANBAG’s actual portfolio. CONSULTANT will provide SANBAG with a quarterly portfolio performance report that evaluates the performance of the portfolio in comparison to SANBAG’s selected benchmark as described in SANBAG’s investment policy. The report will also include a summary detailing trading strategies implemented during the quarter and will provide recommendations of investment strategies for the upcoming quarter.
- 2. Review reports of the portfolio managers and provide recommendations.** CONSULTANT will track its purchases and sales and all the securities in the managed portfolio on our accounting system. CONSULTANT will provide SANBAG with recommendations as part of our informal communications and formal reports.
- 3. Make Presentations to SANBAG Board Committees.** CONSULTANT shall be available to meet with and present information to SANBAG’s Board Committees and Board and the Chief Financial Officer as required.
- 4. Provide advice on current investment strategy.** CONSULTANT will review SANBAG’s current investment strategy and provide advice on SANBAG’s current investment strategy for its operating funds, reserves and bond proceeds. In addition, Consultant will advise SANBAG on current market conditions and help SANBAG design future investment strategies.
- 5. Prepare monthly investment reports.** CONSULTANT shall provide SANBAG with monthly account statements for each account managed. These statements will include information on portfolio value and quality, transactions made during the month, security maturities, gains and losses on sale and interest income.
- 6. Review Investment Policy.** CONSULTANT shall review SANBAG’s investment policy at the start of the engagement and provide written recommendation(s). CONSULTANT will then review the investment policy on an annual basis and provide recommendations based on changes to the California Government Code and prudent investment practices.
- 7. Provide strategy for investing bond proceeds.** CONSULTANT shall assist SANBAG in developing an investment strategy designed to optimize SANBAG’s retainable earnings in accordance with arbitrage rebate regulations and with investments designed to protect the safety of the funds and provide needed liquidity.
- 8. Provide advice and recommendations on investments.** CONSULTANT shall provide SANBAG with advice and recommendations on its investments through the quarterly performance report and conversations between SANBAG staff and CONSULTANT’s portfolio managers.
- 9. Provide advice/recommendations on the management of resources.** CONSULTANT shall provide SANBAG with advice on the management of resources including a banking services review and procedures to improve investment activities.

- 10. Provide economic and interest rate information.** As part of the quarterly portfolio performance report, CONSULTANT shall provide SANBAG with an assessment of economic conditions and the effect on the market. CONSULTANT will send SANBAG notices of key economic events effect on the markets. CONSULTANT's portfolio managers are available to discuss market conditions on an as needed basis.
- 11. Submittals – Monthly Investment Reports.** A listing of SANBAG's investments for the operating reserve, rail assets, and Transportation Development Act (TDA) funds, composition of portfolio, maturity distribution, and weight average yield to maturity. Quarterly Investment Report – Market update, portfolio summary and recap, portfolio strategy, portfolio performance, portfolio return comparison, and maturity distribution.
- 12. Schedule – Annual review (in July) and recommendations to SANBAG's investment policy.**
- 13. Arbitrage – Additional services relating to Arbitrage Rebate Compliance Services.**

Fee Schedule for Investment Management Services

Range	Proposed Percentage (per Annum)
First 50 Million	0.09% (9 basis points)
Between 50 Million to 100 Million	0.08% (8 basis points)
Above 100 Million	0.06% (6 basis points)

Range	Proposed Percentage (per Annum)
First 50 Million	0.09% (9 basis points)
Between 50 Million to 100 Million	0.08% (8 basis points)
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Range	Proposed Percentage (per Annum)
First 50 Million	0.09% (9 basis points)
Between 50 Million to 100 Million	0.08% (8 basis points)
Above 100 Million	0.06% (6 basis points)

Fees for Investment Management Services are based on the average assets under management for the month and billed in arrears. The minimum annual fee is \$15,000. No fees would be charged for funds invested in LAIF or the San Bernardino County Treasurer's Pool. This schedule encompasses all the fees associated with delivering the requested Scope of Work, items 1 through 8 and 10 through 12.

Fee Schedule for Banking Services Review

PFM's approach to the banking services review is comprehensive (Scope of Work item 9). We will assess SANBAG's treasury management needs, analyze existing banking relationships, review how bank services fit into the cash management and investment systems, and make specific recommendations as to how the entire system can be improved upon. We will then help SANBAG procure the banking services needed at the best price.

For the banking services review described in this proposal, we propose a fixed fee of \$50,000. In addition to the fixed fee, PFMAM would ask to be reimbursed at cost for travel, meals, lodging, and express mail. Appropriate documentation and third-party receipts will be provided with each invoice.

Fee Schedule for Arbitrage Rebate Compliance Services

All fees apply on a per bond issue, per calculation basis as the services are needed.

Initial document review & set-up fee (one-time fee only)¹	\$ 300
Arbitrage rebate/yield restriction compliance report fee²	\$1,900
Report fee - Debt service reserve fund & debt service fund only³	\$1,400
Report fee - Debt service fund and/or escrow fund only³	\$1,000
Spending exception compliance report only	\$1,750
Transferred proceeds calculation & allocation analysis	\$ 750
Variable rate arbitrage yield calculation	\$ 750
Swap payment allocation/swap termination payment allocation in arbitrage yield calculation	\$ 350
Commingled funds cash flow & allocation analysis	\$ 750
Each additional computation period in excess of 1 year from prior calculation date or issue date	\$ 750
Refund request analysis, preparation, and support services	\$2,500
Preparation of late payment explanation	\$ 500
Maximum 5-year period arbitrage compliance report fee⁴	\$5,500

Notes:

1. Includes arbitrage rebate and yield restriction compliance calculations, 8038-T preparation, and universal cap analysis.
2. Waived for all issues transferred from another rebate consultant.
3. Additional calculations prepared for the same bond issue during the same calendar year will be prepared at a 50% discount.
4. Applies per bond issue, per calculation. Excludes fees for refund request analysis and preparation.



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

Minute Action

AGENDA ITEM: 9

Date: February 13, 2013

Subject: Measure I Five-Year Capital Improvement Plans for 2013-2017

Recommendation:* That the Committee recommend the Board accept the Measure I 2013-2017 Summary Report of the Five-Year Capital Improvement Plans for Local Pass-Through Funds.

Background: The Measure I Expenditure Plan requires each local jurisdiction to annually adopt a Five-Year Capital Improvement Plan (CIP) that details the specific projects to be funded using Measure I Local Pass-Through Funds. Expenditures must be detailed in the CIP and adopted by resolution of the governing body.

Per Measure I Policy, the CIP shall:

- (1) Specifically identify improvements to be funded by Measure I by street name, boundaries, and project type and must be adopted by resolution of the governing body.
- (2) Constrain the total amount of planned expenditures to 150% of SANBAG forecasted revenue for Measure I Local Pass-Through Funds plus any fund balances and/or revenue resulting from bonds secured by Measure I revenue.

*

Approved

Approved
 General Policy Committee

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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

GPC1302a-az

GPC1302a1-az <http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1302/AgendaItems/GPC1302a1-az.xlsx>

- (3) Include no more than 50% of estimated annual revenue to general program categories, which are programs or projects without any identified streets. Examples are pavement management programs or general maintenance.
- (4) Include named projects totaling 50% of annual expenditures in all five years of the Five-Year Plan.
- (5) Include total estimated cost of capacity enhancing projects to Nexus Study roadways, the Measure I share of project cost and the development share of cost. Maintenance projects or projects that do not enhance the capacity of a roadway do not require a development contribution in the Five-Year Plan.
- (6) List any single project expenditure in excess of \$100,000 as an individual project and not in a general program category.

Funding

In the San Bernardino Valley subarea, 20% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects.

In the Mountain/Desert subarea, 70% of the total Measure I revenue is distributed monthly to the jurisdictions for their Local Streets projects, after reservation of 2% by SANBAG to fund future Project Development/Traffic Management Systems projects.

Audit

The Five-Year CIP is the basis for the annual audit. Jurisdictions have flexibility to move projects around in their CIP based on the necessities of the jurisdiction. However, in order for a project to be eligible for expenditure of Local Streets funds, the project must be included in the Five-Year CIP. If the change happens after the plan has been approved, a revised plan must be prepared and submitted to SANBAG prior to the end of the fiscal year.

Report Structure Change

In previous years, SANBAG staff has assembled a report of the CIPs as submitted. This report has averaged 175 pages and requires approximately 60 hours of staff time to type, copy and bind the document. Beginning with calendar year 2012-2013, staff is proposing that the process be streamlined. The information presented to the Board of Directors will still include the summary by subarea and agency and a confirmation from staff that the CIPs meet the eligibility requirements of Measure I, but staff will not be including a formal bound report. The street details that have been submitted to SANBAG for review by the local jurisdictions will be available in electronic format on the SANBAG website.

2013/2017 Report

The Summary Report, Attachment 1 to this agenda item, is a summary of the plans adopted by each jurisdiction and provides information on the progress each agency is making toward meeting the objectives of the Measure I pass-through program. The Plans contain locally prioritized and eligible projects for road maintenance, repair and construction. Staff has confirmed that the plans meet the eligibility requirements of Measure I.

The revised structure summarizes the CIPs of SANBAG member agencies in two sections: the first combines the statistics for the jurisdictions in the San Bernardino Valley and the second combines the statistics for the Mountain/Desert subarea.

Financial Impact: This item has no direct impact upon the Budget. Staff activities related to this item are consistent with the adopted Budget, Task No. 413, Measure I Administration.

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

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming

**Attachment 1
CAPITAL IMPROVEMENT PLAN SUMMARY REPORT**

All Member Agencies
FY 2012/2013 - FY 2016/2017

Agency	Ending Balance from 6/30/11 MI Audit	5 Year MI Revenue Estimate	Total 5 Year MI Available for Projects	5 Year Total CIP Projected Projects	Do Projects Meet Measure Eligibility Requirements?	Resolution Number
Adelanto	\$ 3,930,283	\$ 3,239,654	\$ 7,169,937	\$ 2,596,000	Yes	12-48
Apple Valley	\$ 5,508,986	\$ 9,009,606	\$ 14,518,592	\$ 9,838,047	Yes	2012-50
Barstow*	\$ 4,270,311	\$ 10,136,453	\$ 14,406,764	\$ 25,324,280	Yes	4685-2012
Big Bear Lake	\$ 111,766	\$ 1,808,454	\$ 1,920,220	\$ 1,899,482	Yes	2012-39
Chino	\$ 1,121,845	\$ 5,550,966	\$ 6,672,811	\$ 5,448,151	Yes	2012-43
Chino Hills	\$ 1,947,000	\$ 5,400,983	\$ 7,347,983	\$ 5,796,800	Yes	12R-39
Colton	\$ 914,502	\$ 3,867,521	\$ 4,782,023	\$ 3,867,521	Yes	R-66-12
Fontana	\$ 8,446,375	\$ 14,799,701	\$ 23,246,076	\$ 13,757,405	Yes	2012-096
Grand Terrace	\$ 170,699	\$ 867,195	\$ 1,037,894	\$ 867,194	Yes	2012-48
Hesperia	\$ 632,904	\$ 12,635,603	\$ 13,268,507	\$ 12,806,815	Yes	2012-064
Highland	\$ 6,597,406	\$ 3,945,490	\$ 10,542,896	\$ 4,876,000	Yes	2012-036
Loma Linda	\$ 372,431	\$ 1,734,266	\$ 2,106,697	\$ 1,935,000	Yes	2758
Montclair	\$ 1,181,972	\$ 2,696,049	\$ 3,878,021	\$ 3,275,000	Yes	12-2965
Needles	\$ 435,602	\$ 598,480	\$ 1,034,082	\$ 421,000	Yes	2012-39
Ontario	\$ 4,018,506	\$ 11,817,360	\$ 15,835,866	\$ 13,334,000	Yes	2012-053
Rancho Cucamonga	\$ 4,633,545	\$ 11,970,326	\$ 16,603,871	\$ 14,755,810	Yes	12-143
Redlands	\$ 6,617,018	\$ 4,983,410	\$ 11,600,428	\$ 8,564,410	Yes	7216
Rialto	\$ 1,785,448	\$ 7,318,529	\$ 9,103,977	\$ 8,890,596	Yes	6109
San Bernardino	\$ 2,699,834	\$ 15,664,796	\$ 18,364,630	\$ 12,229,710	Yes	2012-258
San Bernardino County - Colorado River	\$ 221,079	\$ 147,412	\$ 368,491	\$ 282,021	Yes	2012-179
San Bernardino County - Morongo Basin	\$ 1,994,140	\$ 1,664,213	\$ 3,658,353	\$ 4,074,509	Yes	2012-179
San Bernardino County - Mountains	\$ 2,688,708	\$ 4,668,684	\$ 7,357,392	\$ 5,348,873	Yes	2012-179
San Bernardino County - North Desert	\$ 3,739,276	\$ 11,215,190	\$ 14,954,466	\$ 11,215,190	Yes	2012-179
San Bernardino County - Valley	\$ 3,940,477	\$ 8,882,862	\$ 12,823,339	\$ 11,597,235	Yes	2012-179
San Bernardino County - Victor Valley	\$ 6,257,734	\$ 6,603,057	\$ 12,860,791	\$ 10,917,940	Yes	2012-179
Twentynine Palms	\$ 3,120,935	\$ 2,268,225	\$ 5,389,160	\$ 2,967,400	Yes	12-26
Upland	\$ 360,842	\$ 5,373,760	\$ 5,734,602	\$ 5,997,210	Yes	6141
Victorville	\$ 6,631,485	\$ 21,460,344	\$ 28,091,829	\$ 29,631,023	Yes	12-059
Yucca Valley	\$ 1,635,182	\$ 3,635,744	\$ 5,270,926	\$ 4,476,734	Yes	12-26
Yucaipa	\$ 1,329,119	\$ 3,795,978	\$ 5,125,097	\$ 4,550,033	Yes	2012-38
TOTALS	\$ 87,315,410	\$ 197,760,311	\$ 285,075,721	\$ 241,541,389		

NOTES:

*Acceleration of projects due to Barstow's Total Road Improvement Pooled Financing Program



- 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: 10

Date: February 13, 2013

Subject: Fiscal Year 2012-2013 Federal Transportation Enhancement (TE) Funds

Recommendation:* That the Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

1. Receive a report on the consolidation of the Transportation Enhancement Program into the Transportation Alternative Program as part of the new federal surface transportation act, Moving Ahead for Progress in the 21st Century Act approved in July 2012.
2. Approve allocation of \$3,662,000 of FY 2012/13 Federal Transportation Enhancement Funds to the following projects:
 - a. \$2,000,000 to the City of Rialto Rails to Trails Project
 - b. \$992,000 to Downtown San Bernardino Transit Center
 - c. \$670,000 to the City of Highland Greenspot Road Historic Iron Bridge Rehabilitation Project
3. Approve prioritized back-up list of eligible projects for any programmed Transportation Enhancement Funds that become available:
 - a. Increase the amount allocated to the San Bernardino Transit Center up to a maximum allocation of \$2,242,000
 - b. Allocate up to a maximum of \$1,683,300 to the Downtown San Bernardino Passenger Rail project

*

Approved
General Policy Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

4. Approve Santa Ana River Trail in San Bernardino County and Riverwalk Trail in Victorville to remain priority projects for future funding.

Background:

On July 6, 2012, President Obama signed into law the Moving Ahead for Progress in the 21st Century Act (MAP-21), federal transportation authorization bill that includes \$105 billion for fiscal years (FY) 2013 and 2014. MAP-21 consolidated many of the programs that existed under the previous federal transportation authorization bill SAFETEA-LU. Specifically, the Transportation Alternatives Program (TAP) was introduced, which consolidated the Transportation Enhancement (TE) program with others, such as Recreational Trails and Safe Routes to School.

A total of \$1.629 billion TAP funds have been authorized for FY 2013 and 2014 with California's TAP apportionment being \$72 million. Discussion on how TAP funds will be administered in California are on-going, and it is unknown whether SANBAG will have discretion over TAP funding allocations or if it will be an application process through SCAG and/or the State. Staff will provide an update when more information becomes available.

At this time, all remaining SAFETEA-LU TE funds must be allocated by the California Transportation Commission prior to June 30, 2013. Of the previously Board-approved TE allocations, three projects remain that will not meet the allocation deadline: Santa Ana River Trail in San Bernardino County, Riverwalk Trail in Victorville, and Baseline Road Gateway Beautification Project in Highland. Staff is recommending that the two trail projects remain priority projects for MAP-21 if SANBAG is given authority over assigning priority; specific allocation requests will be brought back to the SANBAG Board for approval. Landscaping enhancement projects are no longer eligible under MAP-21, so the \$200,000 Baseline Road Gateway Beautification Project will not qualify for future TAP funding.

Currently there is a total of \$3,662,000 TE funding available for allocation. In May 2012, the Board approved a back-up list for TE savings that included \$470,000 for the Greenspot Road Historic Iron Bridge Rehabilitation project in Highland, \$200,000 for the Rails to Trails project in Rialto, and \$150,000 to a Bike Facilities Upgrade project in Redlands. Both the Highland and Rialto projects are expected to be in position to meet the June 30, 2013, allocation deadline. As such, staff is recommending an increased allocation of \$670,000 to the Greenspot Road Historic Iron Bridge Rehabilitation project, and an increased allocation of \$2,000,000 to the Rails to Trails (Maple Lane to Cactus Avenue) project. Staff is also recommending an allocation of \$992,000 to the Downtown

San Bernardino Transit Center as it is eligible to receive TE funds and is in a position to meet the funding deadline.

In addition, staff recommends establishing a backup list of projects eligible to receive TE funding if there are cost savings or the projects listed above are unable to meeting the delivery timelines. Because of the allocation deadline and eligibility requirements, the back-up list is limited to two projects. The two projects are in order of priority based on the following reasons:

- Increased the amount of TE allocated to the San Bernardino Transit Center up to a maximum allocation of \$2,242,000
- Allocate TE funds up to a maximum of \$1,683,300 to the Downtown San Bernardino Passenger Rail project

Financial Impact: Staff activities associated with this item are consistent with the adopted SANBAG Fiscal Year 2012-2013 Budget, Task No. 0373. STIP TE funds allocated to local agencies are administered by Caltrans and do not flow through the SANBAG budget. Any TE funds allocated to SANBAG projects will be included in the Fiscal Year 2013-2014 Budget.

Reviewed By: The material in this agenda item was reviewed by the Transportation Technical Advisory Committee on February 4, 2013.

Responsible Staff: Philip Chu Transportation Programming Analyst



- 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: 11

Date: February 13, 2013

Subject: Local Transportation Fund Apportionment

Recommendation:* That the Committee recommend the Board:

1. Maintain Fiscal Year 2012/2013 Local Transportation Fund apportionment of \$75,744,649 as approved on April 4, 2012.
2. Maintain unrestricted fund balance of \$7,250,000 as a reserve to minimize the impact of a decline in revenue or an unexpected financial need.
3. Approve a Local Transportation Fund Estimated Apportionment of \$81,265,071 for Fiscal Year 2013/2014; based on \$70,675,240 in estimated receipts, \$33,839,831 from the prior year audited unrestricted fund balance, and the recommended reserve.

Background: Pursuant to Section 6620 of the California Code of Regulations (CCR), the San Bernardino County Auditor/Controller (Auditor) is to provide SANBAG, acting as the County Transportation Commission, with an estimate of Local Transportation Fund (LTF) revenue available for apportionment and allocation during the ensuing year (Fiscal Year (FY) 13/14) and if requested, a revised or

*

	<p><i>Approved</i> <i>General Policy Committee</i></p> <p>Date: _____</p> <p>Moved: Second:</p> <p>In Favor: Opposed: Abstained:</p> <p>Witnessed: _____</p>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">COG</td> <td style="width: 12.5%;">CTC</td> <td style="width: 12.5%; text-align: center;">X</td> <td style="width: 12.5%;">CTA</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">SAFE</td> <td style="width: 12.5%;">CMA</td> </tr> </table>	COG	CTC	X	CTA		SAFE	CMA	
COG	CTC	X	CTA		SAFE	CMA		

Check all that apply.

updated estimate of revenues for the current fiscal year (FY12/13) prior to February 1st. Section 6644 of the CCR requires that SANBAG determine and advise all prospective claimants of the amount of all area apportionments for the next fiscal year by March 1st.

The total annual LTF apportionment is a function of three components.

1. Projected annual revenue
2. Prior audited, unallocated fund balance
3. Program reserve

Annually, SANBAG staff presents the County Auditor/Controller with an estimate of current year and subsequent year LTF receipts. The revenue component of the current FY12/13 Apportionment is \$65,949,951. Based upon a review of current revenue collection trends, the LTF revenue collection could increase by as much as 13% over the adopted apportionment to a total of \$74,394,992. However, staff is not proposing to modify the existing FY12/13 Apportionment. Staff still has some skepticism about the ability for sales tax receipts to continue growing at the rate experienced during the first two quarters of the fiscal year. Additionally, once the current FY12/13 financial numbers are audited, any amount of unrestricted fund balance in excess of the proposed \$7,250,000 reserve would be included as part of the FY14/15 Apportionment as is the case in the proposed FY13/14 Apportionment.

For FY13/14, the projection of LTF receipts is \$70,675,240, which reflects a growth of 7% over the adopted FY12/13 Apportionment. This estimate was prepared in collaboration between SANBAG and County Auditor's staff. This is the amount that is proposed to be used for the revenue component of the apportionment.

The second component of the annual apportionment is the prior year audited unrestricted fund balance. The audit for FY11/12 was completed in January 2013 and shows that SANBAG has an unrestricted fund balance of \$33,839,831. This amount represents the amount of revenue plus interest and refunds in excess of the \$63,585,150 apportioned in FY11/12. The unrestricted fund balance also includes \$16 million reserved returned Valley allocation from Omnitrans as approved by the SANBAG Board on January 5, 2011. As part of the recommended apportionment for FY13/14, staff proposes to include the \$33,839,831 of prior year audited unrestricted fund balance, less the \$16 million reserved for Valley allocation.

Finally, the third component of the apportionment is the fund reserve. Over the past four years, SANBAG has been more conservative in its apportionment as the agency has weathered the financial crisis and downturn in the economy. The more conservative progression was a result of several consecutive years where SANBAG had to institute a mid-year cut to the LTF Apportionment resulting in operational difficulties to the transit operators in the County. A lesson learned from these mid-year cuts was that SANBAG should also institute a fund reserve in case a similar drop in sales tax was to occur again in the future or an agency experienced a financial emergency. This year staff proposes to maintain the fund reserve to \$7,250,000.

The total proposed FY13/14 LTF Apportionment is included in Attachment A to this item. The three components of revenue are included at the top of the table. The total apportionment is \$97,265,071. If that total level of apportionment is approved, the individual amounts of apportionment that would be provided to eligible claimants are included in the three sections below. The first section pertains to administration and planning. The second section pertains to non-motorized transportation and the third section pertains to the Valley and Mountain/Desert jurisdictions for transit use. The \$16 million of Valley LTF fund returned apportionment from Omnitrans as approved by the SANBAG Board on January 5, 2011 is set aside for future allocation to the Valley apportionment area.

Pursuant to Sections 99233.1, of the California Public Utilities Code, (CPUC), the Commission and the Auditor shall allocate such sums as are necessary for the administrative responsibilities under the Transportation Development Act (TDA). The Auditor's staff is requesting an allocation of \$28,000, an increase of \$1,000 from the amount allocated in FY12/13.

The estimated amount to be allocated to SANBAG for its expenses associated with TDA administration and fiscal and compliance audits of all claimants and the two funds (LTF and State Transit Assistance Funds (STAF)) is \$850,000. This includes the cost of directly preparing the Omnitrans Financial Audit as SANBAG does all of the other transit operators. The \$850,000 also provides resources for SANBAG to add additional administrative staffing for the TDA program. The added staff is needed in the finance department to handle the additional accounting procedures that were recommended as part of SANBAG's prior Triennial Performance Audit. In addition to the \$850,000 allocated in FY 13/14, SANBAG also carries a prior year fund balance of \$535,536 for other eligible expenditures as described above.

Pursuant to Section 99233.2(b)(1) of the CPUC, up to 3% of the annual LTF receipts may be allocated to the Commission for its transportation planning and programming functions. The amount of LTF planning funds available to the Commission for FY13/14 would be \$2,437,952.

Further, pursuant to Section 99233.2(b)(2) of the CPUC and amended by AB1403 signed into law by the Governor in October 2009, SCAG is to be allocated up to three fourths of one percent (3/4%) of the LTF annual revenues allocated to the County Transportation Commissions. For FY13/14, SCAG's allocation is \$609,488.

Financial Impact: The Commission is the designated agency responsible for the administration of the LTF for San Bernardino County. Adoption of the LTF apportionment will provide SANBAG, SCAG, transit agencies, and local jurisdictions with revenue estimates to use for FY13/14 budgeting purposes. This item has no immediate financial impact on the FY12/13 Budget. All staff activities associated with this item are consistent with Task No. 502.

Reviewed By: This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee.

Responsible Staff: Philip Chu, Transportation Programming Analyst

Attachment A Proposed FY13/14 LTF Apportionment

			APPORTIONMENT
Prior Year Audited Unrestricted Fund Balance			\$ 17,839,831
Estimated Annual LTF Receipts			\$ 70,675,240
Fund Reserve			\$ (7,250,000)
Total Estimated Funds Available			\$ 81,265,071
Auditor's Administrative Cost			\$ 28,000
SANBAG's Administrative Cost			\$ 850,000
County Transportation Commission Planning			\$ 2,437,952
SCAG Planning			\$ 609,488
Resulting Balance			\$ 77,339,631
Article 3 (SB821) Program			\$ 1,546,793
Balance Available for Apportionment			\$ 75,792,838
Apportionment Area	Population	Percentage	APPORTIONMENT
Refunded Valley Allocation*	-	-	\$ 16,000,000
Valley	1,498,717	72.62%	\$ 55,037,051
Adelanto	31,066	1.51%	\$ 1,140,830
Apple Valley	70,033	3.39%	\$ 2,571,806
Barstow	23,019	1.12%	\$ 845,322
Big Bear Lake	5,088	0.25%	\$ 186,845
Hesperia	91,033	4.41%	\$ 3,342,985
Needles	4,894	0.24%	\$ 179,721
Twentynine Palms	25,713	1.25%	\$ 944,253
Victorville	119,059	5.77%	\$ 4,372,177
Yucca Valley	20,916	1.01%	\$ 768,094
County - Unincorporated	174,381	8.45%	\$ 6,403,755
Total	2,063,919	100.00%	\$ 75,792,838
Population Source: DOF 1/1/12			
SANBAG's Administrative Cost includes TDA Administration & Claimant Compliance Audits			
SCAG Planning apportioned to Commission counties based on LTF Revenue Estimates			
Estimated Annual LTF Receipts per SANBAG/County Auditor 1/2013			
*In accordance with the Transportation Development Act (TDA), California Code of Regulations (CCR), Section 6648 Omnitrans returned \$16,000,000 of Local Transportation Funds which were deposited into the Valley LTF fund for future allocation			

Note: Unrestricted fund balance of \$17,839,831 include \$10m of excess revenue from actual vs. estimated revenue.



- 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: 12

Date: February 13, 2013

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

Recommendation:* That the Committee recommend the Board:

(1) Approve Agreement No. R13064 between State of California Department of Transportation and San Bernardino Associated Governments to accept State Freeway Service Patrol Program funds for the operation and management of Freeway Service Patrol Services in a not-to-exceed amount of \$1,427,229 and to match those funds with Department of Motor Vehicle/Service Authority for Freeway Emergency funds in the amount of \$356,808 for a total contract not-to-exceed amount of \$1,784,037 as outlined in the Financial Impact Section; and

(2) Authorize the President of the SANBAG Board of Directors to execute Agreement No. R13064.

Background: SANBAG began pursuit of funding for the FSP with the first State FSP allocation in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak periods of congestion to

*

Approved
General Policy Committee

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

GPC1302a-jh

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/R13064.pdf>

assist motorists with their disabled vehicles. The stretch of highway that the fleet roams up and down is referred to as a "Beat". Over the years, the FSP program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicular emissions and secondary incidents. SANBAG began its program in January 2006 and now has eight separate Beats in operation. The service is provided at peak commute hours Monday through Friday with two shifts: one from 5:30 a.m. to 8:30 a.m. and 3:00 p.m. to 7:00 p.m.

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

The FSP program currently operates on the following freeway segments:

- Beat 1: I-10 Indian Hill (LA County line) to Haven Avenue
- Beat 2: I-10 Haven Avenue to Sierra Avenue
- Beat 3: I-10 Sierra Avenue to Waterman Avenue
- Beat 4: SR-60 Reservoir Street (LA County line) to Milliken Avenue
- Beat 5: I-15 Jurupa Street (Riverside County line) to Summit Avenue
- Beat 6: I-215 Center Street (Riverside County line) to 2nd Street
- Beat 7: I-215 2nd Street to Palm/Kendall Avenue
- Beat 8: I-10 Waterman Avenue to University

This program is funded through a combination of two funding sources: State FSP Funds and Department of Motor Vehicle/Service Authority for Freeway Emergency (DMV/SAFE) funds. State FSP funds are allocated on an annual basis to participating agencies through a formula that is based on population, urban freeway lane miles, and levels of congestion within those areas. Please refer to the attached agreement, which stipulates the FY 12/13 State contribution in the amount of \$1,427,229 (80% of total participating costs), and the required local match DMV/SAFE of \$356,808 (20% of total participating costs), for a total funding of \$1,784,037. State funds must be expended within three fiscal years of obligation; therefore, any funds not claimed in the current fiscal year may be carried over and expended in subsequent years.

This program has had great success since its launch in January 2006. Sixteen tow trucks on eight beats cover more than 64 freeway miles in San Bernardino County and have assisted more than 240,000 stranded motorists.

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

Financial Impact: This item is consistent with the adopted Fiscal Year 2012/2013 budget for Task 704. Approval of this item will provide \$1,427,229 in state FSP revenue and will authorize \$356,808 in local match from Department of Motor Vehicle, Service Authority for Freeway Emergency funds. These funds will be used over the next three years.

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 reviewed this item.

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



CONTRACT SUMMARY SHEET

Contract No. R 13064 Amendment No. _____

By and Between

San Bernardino Associated Governments and California Department of Transportation

Contract Description FY 12/13 Freeway Service Patrol program fund transfer agreement.

Board of Director's Meeting Date: 3/6/13	
Overview of BOD Action: Approve agreement R13064 to receive Freeway Service Patrol funds.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	1,427,229	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	1,427,229	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	1,427,229	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 1,427,229

Contract Start Date 7/1/2012	Current Contract Expiration Date 7/1/2015	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>704</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY?				
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: \$1,427,229 will be provided by the state funds and \$356,808 will be matched by SANBAG local funds.				
<input type="checkbox"/> Payable <input checked="" 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 _____ %	

DUANE A. BAKER
Task Manager (Print Name)

JENNY HERRERA
Project Manager (Print Name)

Jeffrey Hill
Contracts Administrator (Print Name)

Chief Financial Officer (Print Name)

Andree Zureick
Director of Fund Administration & Programming

[Signature] 1-23
Signature Date

[Signature] 1/23/201.
Signature Date

[Signature] 1/28/13
Signature Date

[Signature]
Signature

[Signature] 1/24/13
Signature Date

**FREEWAY SERVICE PATROL PROGRAM
FUND TRANSFER AGREEMENT (Non Federal)**

Agreement No. FSP13-6053(001)
Project No. FSP13-6053(107)

Location: 08-SBD-Var-SBAG
AMS Adv ID: 0813000020

THIS AGREEMENT, effective on July 1, 2012, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and the San Bernardino Associated Governments, a public agency, hereinafter referred to as "ADMINISTERING AGENCY."

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

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

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol for FY 2012-2013, hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds	
\$1,784,037.00	\$1,427,229.00	\$356,808.00	; and

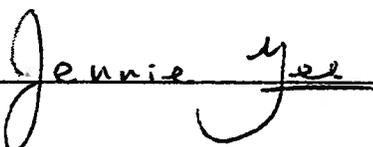
WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and

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

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

For Caltrans Use Only

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

Accounting Officer	Date	\$	
	9/19/12	1,427,229.00	

R13064

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any, that is to be funded under the FSP program.
2. To pay ADMINISTERING AGENCY the STATE's share, in amount not to exceed \$1,427,229.00, of eligible participating PROJECT costs.
3. To deposit with ADMINISTERING AGENCY, upon ADMINISTERING AGENCY's award of a contract for PROJECT services and receipt of an original and two signed copies of an invoice in the proper form, including identification of this Agreement Number and Project Number, from ADMINISTERING AGENCY, the amount of \$228,356.64. This initial deposit represents STATE's share of the estimated costs for the initial two months of PROJECT. Thereafter, to make reimbursements to ADMINISTERING AGENCY as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice. The initial deposit will be calculated at 16% of the STATE's total share.
4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To commit and contribute matching funds from ADMINISTERING AGENCY resources, which shall be an amount not less than 25 percent of the amount provided by STATE from the State Highway Account.
2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this Agreement.
3. To use all state funds paid hereunder only for those transportation-related PROJECT purposes that conform to Article XIX of the California State Constitution.

4. STATE funds provided to ADMINISTERING AGENCY under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY. Said administrative costs may be credited toward ADMINISTERING AGENCY's PROJECT matching funds provided claimed administrative costs are specified on ADMINISTERING AGENCY's invoice submittal. If said administrative costs are "indirect", as defined in 2 CFR, Part 225, Cost Principles for State and Local Government, the costs must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), reviewed and approved by STATE's Office of Audits and Investigation, for each applicable fiscal year.

5. To develop, in cooperation with STATE, advertise, award, and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures, in compliance with 49 Code of Federal Regulations (CFR) Part 18.36.

6. Upon award of a contract for PROJECT, to prepare and submit to STATE an original and two signed copies of invoicing for STATE's initial deposit specified in Section I, Article 3. Thereafter, to prepare and submit to STATE an original and two signed copies of progress invoicing for STATE's share of actual expenditures for allowable PROJECT costs.

7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual (LAPM). Invoicing shall demonstrate ADMINISTERING AGENCY'S PROJECT participation by showing a matched expenditure of funds of at least 25% of the amount provided by the STATE. ADMINISTERING AGENCY invoices shall be submitted to:

State of California
Department of Transportation
Division of Traffic Operations, MS 36
Office of System Management Operations
1120 "N" Street
Sacramento, CA 94274-0001

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

9. COST PRINCIPLES

A) ADMINISTERING AGENCY agrees to comply with, and require all project sponsors to comply with, 2 CFR, Part 225, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items, and (2) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

10. THIRD PARTY CONTRACTING

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

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

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

11. ACCOUNTING SYSTEM

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

12. RIGHT TO AUDIT

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

13. TRAVEL AND SUBSISTENCE

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

14. SINGLE AUDIT

ADMINISTERING AGENCY agrees to include all state (Funds) and federal funded projects in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

SECTION III

IT IS MUTUALLY AGREED:

- 1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be JULY 1, 2012.**
- 2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.**

3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.
4. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify, and save harmless the State of California, its officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.
6. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify, and save harmless ADMINISTERING AGENCY, its officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with PROJECT funds. ADMINISTERING AGENCY shall define in PROJECT contract who shall take ownership of all equipment at the conclusion of the Project.
8. ADMINISTERING AGENCY and its sub-contractors will comply with all applicable Federal and State laws and regulations, including but not limited to, 2 CFR, Part 225, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
9. In the event that ADMINISTERING AGENCY fails to operate the PROJECT commenced and reimbursed under this Agreement in accordance with the terms of this Agreement or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate funding for PROJECT, or portions thereof, upon written notice to ADMINISTERING AGENCY.

10. This Agreement shall terminate on June 30, 2015. However, the non-expendable equipment and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA

San Bernardino Associated Governments

Department of Transportation

By: _____

By: _____

Office of Project Implementation, South
Division of Local Assistance

Janice Rutherford
Title: President
SANBAG Board of Directors

Date: _____

Date: _____



- 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: 13

Date: February 13, 2013

Subject: Amendments to three Freeway Service Patrol (FSP) Contracts to exercise second year options.

Recommendation:* That the Committee recommend the Board:

1. Approve Amendment No. 2 to Contract C09137 with Steve's Towing for Beat 1 to exercise the second year option of the contract, which would extend the contract term to April 30, 2014, as well as increase the contract amount by \$171,585 for a revised not-to-exceed amount of \$857,925;
2. Approve Amendment No. 2 to Contract C09138 with Pepe's Towing for Beat 2 to exercise the second year option of the contract, which would extend the contract term to April 30, 2014, as well as increase the contract amount by \$186,345 for a revised not-to-exceed amount of \$942,795;
3. Approve Amendment No. 2 to Contract C09140 with Steve's Towing for Beat 5 to exercise the second year option of the contract, which would extend the contract term to April 30, 2014, as well as increase the contract amount by \$171,585 for a revised not-to-exceed amount of \$857,925.

*

Approved
General Policy Committee

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

GPC1302b-jh

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C09137_02.doc

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C09138_02.doc

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C09140_02.doc

Background: The Freeway Service Patrol (FSP) consists of a fleet of tow trucks roaming the freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Since the program's inception in January 2006, the FSP Program has demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions, as well as reducing traffic delays, vehicular emissions and secondary incidents. There are eight separate areas (known as Beats) within the selected San Bernardino County freeways where FSP services are provided and cover over 60 centerline highway miles. On average, 3,500 motorists are assisted each month through the San Bernardino County FSP Program.

In February 2009, the Board of Directors approved the selection of Steve's Towing and Pepe's Towing Services, Inc., to provide FSP services on Beats 1, 2, and 5. Beat 1 provides coverage along Interstate (I) 10 from Indian Hill (LA County line) to Haven Avenue. Beat 2 provides coverage along I-10 from Haven Avenue to Sierra Avenue. Finally, Beat 5 provides coverage along I-10 from Jurupa St. (Riverside County line) to Summit Avenue.

In January 2012, the Board of Directors approved amendments to all three of these contracts to exercise the first year options to extend. Both companies have provided excellent service to the FSP Program throughout the past four years as they have assisted stranded motorists quickly, professionally, and safely. In addition to their excellent services, they are performing well within their budgets and have agreed to continue the work at their same hourly rates. Steve's Towing will continue to provide services for both Beats 1 and 5 at \$46.50 per hour. Pepe's Towing will continue to provide services for Beat 2 at \$50.50 per hour.

To avoid service interruption, staff requests that the Committee recommend the Board approve Amendment No. 2 to Contract Nos. C09137 and C09138 with Steve's Towing and and Contract No. C09140 with Pepe's Towing to exercise their second option years and to increase the not-to-exceed amounts of the contracts for the continuation of FSP Services through April 30, 2014.

Financial Impact: A portion of the contract amendments' costs has been included in the Fiscal Year (FY) 2012/2013 budget for Task 704, totaling \$88,396. The source of funds is a combination of State FSP funds and Department of Motor Vehicles funds. The remaining contract amount will be incorporated into the FY 2013/2014 Budget when that budget is prepared.

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 reviewed this item and a draft of the amendments.

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

Amendment No. 2 to Contract No. C09-137

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

STEVE'S TOWING

For

**FREEWAY SERVICE PATROL FOR BEAT #1
WITHIN SAN BERNARDINO COUNTY**

This Amendment No. 2 ("Amendment") to Contract for Freeway Service Patrol for Beat #1 is made and entered into on the Effective Date by and between San Bernardino Associated Governments ("SANBAG") and Steve's Towing ("CONTRACTOR").

A. SANBAG and CONTRACTOR are parties to Contract No. C09-137 effective February 4, 2009 (the "Contract"), wherein SANBAG engaged CONTRACTOR to provide Freeway Service Patrol services along Beat #1 within San Bernardino County ("SERVICES"); and

B. Contract grants SANBAG two one-year options to extend the term of the Contract at the same rate of compensation as provided for under the original Contract term; and

C. SANBAG and CONTRACTOR desire to amend the Contract to reflect SANBAG's ability to exercise its option to extend the Contract term by one year to April 30, 2014, and to increase the Contract amount by \$171,585 to compensate CONTRACTOR for performing the SERVICES for one additional year, as allowed for in Section 3.4 of the CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

"The term of this Contract shall be shall from February 4, 2009 through April 30, 2014, and shall not exceed eight hundred fifty-seven thousand, nine hundred and twenty-five dollars and no cents (\$857,925.00), unless earlier terminated as provided herein."

2. Exhibit A of the Contract is deleted and replaced with Exhibit A, Compensation and Payment, attached to this Amendment and incorporated herein by this reference.
3. Exhibit B of the Contract is deleted and replaced with Exhibit B, Scope of Work, attached to this Amendment and incorporated herein by this reference
4. All other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.

The Recitals above are true and correct and are incorporated into and made a part of this Amendment.

The Effective Date of Amendment No. 2 is the date this Amendment is executed by SANBAG.

STEVE'S TOWING

SANBAG

By: _____
Miguel Leyva
Owner

By: _____
Janice Rutherford
SANBAG President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

EXHIBIT "A"

Compensation and Payment

**Overview Contract No. 09137 with Steve's Towing for Beat 1
Contract Term 2/4/2009-4/30/2013**

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	\$14,322.00	\$28,644.00
2009/2010	1,757	88	1,845	\$85,792.50	\$171,585.00
2010/2011	1,757	88	1,845	\$85,792.50	\$171,585.00
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	\$71,470.50	\$142,941.00
Initial Term Subtotal:	5,271	264	5,535	\$257,377.50	\$514,755.00
FY2011/2012 (5/1/12 through 6/30/12)	293	15	308	\$14,322.00	\$28,644.00
FY2012/2013 (7/1/12 through 4/30/13)	1,464	73	1,537	\$71,470.50	\$142,941.00
1st Option Year Subtotal:	1,757	88	1,845	\$85,792.50	\$171,585.00
FY 2012/2013 (5/1/13 through 6/30/13)	293	15	308	\$14,322.00	\$28,644.00
FY 2013/2014 (7/1/13 through 4/30/14)	1,464	73	1,537	\$71,470.50	\$142,941.00
2nd Option Year Subtotal:	1,757	88	1,845	\$85,792.50	\$171,585.00
Contract Total:	8,785	440	9,225	\$428,962.50	\$857,925.00

Average Annual Hours Per Truck Per Beat 1,757
 Hourly Rate for Initial Contract Term
 And Option Yr. #2 \$46.50

Note: Two primary FSP Trucks are required

EXHIBIT "B" – SCOPE OF WORK

Steve's Towing

San Bernardino County Freeway Service Patrol Work Plan

As a former FSP service provider in the San Bernardino area, Steve's Towing is well acquainted with the rigors of the contracted service, as well as the difficulties of staffing. Steve's Towing is committed to continued employment of key personnel that has prevented the loss of valuable experience, which has been brought to the preparation of this proposal and will be useful throughout the duration of the contract should it be awarded to Steve's Towing.

We at Steve's Towing have a working knowledge and thorough understanding of the contract requirements including scope of service and equipment. For example, we comprehend the need for drivers to thoroughly inspect both the truck and all equipment prior to reporting to the beat for service. We accept that all equipped units will be removed from service until requirements have been met and re-inspection performed. Following that, we understand the financial ramifications of having a truck removed from service, even temporarily. Also, we grasp the driver's need to be both prepared and ready to work in full uniform. We acknowledge that supervising officers will perform "on beat" inspections to insure the truck, driver and equipment meet requirements. Further, we acknowledge the requirement of maintaining the back up unit in "FSP ready" condition. Additionally, we realize that said unit must be dedicated during beat hours whether ultimately required or not. Also, we recognize the need for timely arrival of the back up unit on scene, not to exceed 45 minutes, and understand the policy of deductions at three times the hourly rate, as well as how said policy affects the contract budget for our company. Additionally, we have a complete comprehension of the service performance required of FSP drivers. To further demonstrate, we understand that drivers will continually patrol "the beat" maintaining a visible presence while searching out motorists in need of assistance. Furthermore, we are cognizant of the fact that some disablements will require only a roadside service for example tire change, but others may require a tow to a previously designated drop location if the vehicle cannot be mobilized within ten minutes. We also grant that FSP drivers will be dispatched solely via CHP and will respond accordingly. We also recognize and understand the intent behind actions prohibited of FSP drivers, including but not limited to accepting any form of gratuity, and/or providing or recommending secondary services be it towing or repair/ body work. At the same time, we acknowledge that FSP drivers must remove all FSP identifiable markings including driver uniforms and truck placards prior to responding to commercial calls, or any call outside of the scope of the FSP service contract.

We have given considerable thought to the staffing of the FSP contract. Members of our supervisory staff have experience with the FSP program, either with Steve's in the past years or from other companies before joining the Steve's organization. For example, Victor Barrera, a former FSP driver in good standing will be acting as the FSP driver supervisor. We anticipate his experience "on the beat" will provide him with a unique insight to approaching this position. Additionally, the integrity and work ethic of FSP drivers must be beyond reproach. In an effort to retain the type of drivers we feel qualified to service this contract, we have offered a "shift differential" for FSP drivers, above our standard for drivers' salaries. Moreover, we at Steve's believe in promoting from within, hence two of

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Steve's Towing

the drivers for this best are current employees, whose work ethic, integrity and loyalty have already been demonstrated. We have discussed with both of these drivers the requirements for the contract and have mutually agreed upon satisfactory compensation and performance objectives. These two drivers both have numerous years towing experience; one includes FSP experience in LA County, and both are currently on rotation for CHP as well as RCSO. For these reasons, we believe these drivers are qualified, and will be approved should we be awarded the contract. Also, our back up driver, Steve Ball Jr. again is currently employed. He too has FSP experience, in his case through Steve's Towing in previous years in San Bernardino County, specifically on the I215 in Cajon Pass. We at Steve's Towing have already hired one of the drivers required to fill positions vacated by current drivers slotted to enter the FSP contract positions. Any additional required drivers will be added to our regular fleet following an evaluation of our staffing needs, as regularly performed every three months. The project supervisor will complete all required training with the drivers and will serve as an alternate back up driver as well as supervisor. Training costs and time allotments have been built into our proposal, as is standard for our company. We currently employ a mandatory 2 week training program for fleet service drivers defining job description expectations, safety procedures, paperwork and scope of service to be performed. Thus demonstrating the value we place on the benefits of proper training, and the understanding of potential for disaster without it.

We at Steve's Towing are ready to proceed; the timeframe of the contract, though intense, is not a hardship for this company. We are a fast paced environment and thrive under pressure. As previously described, staffing has been secured. Our current insurance policies meet or exceed the required contractual minimums. Our office already has in place a fully functional workstation, including desk and computer with printing capabilities and internet access, for the use of law enforcement agency personnel while at our facility. This workstation meets the requirements as described in the RFP, and will be utilized as the FSP workstation as per contract requirements. FSP personnel will have unlimited access to said workstation for the purposes of driver paperwork completion, including downloading of forms, etc.; in addition to software updates as needed. Our office employs a 24 hour dispatch center thus allowing all FSP personnel, (not only on staff drivers), unlimited access to both the workstation and garage for vehicle inspection/repair. Additionally, we have researched equipment procurement, and Mark Bantz sales manager at Tow Industries has assured us the three trucks for this best are all currently available for sale and can be reserved for Steve's Towing. Please see attached statement from Mark Bantz. However, we have postponed taking further action in regards to procuring said equipment until such time as the contract is awarded, as we will not need additions to our fleet if we are not awarded a contract. Acquisition of these required vehicles merely awaits the final signing of paperwork as the units have all been designed, and funding has been secured through Sovereign Bank's FSP lease program. Finally, program maintenance will be co-administered by Mary Miller, the office manager and Miguel Leyva, Vice President, whom combined have over 30 years experience in the industry, and have currently been co-managing this facility for over 3 years.

In conclusion, Steve's Towing is ready to accept the challenges of an FSP contract, and is confident that the level of service provided will be beyond expectations. We look forward to participating in the program, and are anxious to assist with the benefits this contract will provide for our area.

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ATTACHMENT B

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORM

FIRM NAME: STEVE'S TOWING

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. (DO NOT SIMPLY SAY "REFER TO RFP PAGE #xx)

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations
(5 years minimum): 17

Years as Owner: 3 Years in Towing Business: 19

Years in CHP Rotation Tow: 3 (AS OWNER) 17 (AS OPERATOR)

Current Number of Tow Trucks Operating: 10

2. FSP Beat Operating Hours: M-F 0530-0830 & 1500-1900

3. Describe Activities Prohibited by FSP Contractors:

- ACCEPTING ANY FORM OF GRATUITY
- PERFORMING OR RECOMMENDING COMMERCIAL SERVICES, EITHER TOWING OR REPAIR/BODY WORK
- TAMPERING W/ FSP COMMUNICATION EQUIPMENT
- TOWING VEHICLES TO LOCATION OTHER THAN CHP DESIGNATED DROP
- TAKING PICTURES /VIDEO OF ACCIDENT SCENES
- LEAVING ASSIGNED BEAT W/O ADVISING CHP

4. Describe FSP Contractor Duties on a Daily Basis:

- INSPECT & STOCK TRUCK
- PATROL ASSIGNED BEAT / ASSIST MOTORISTS / REMOVE DEBRIS

- MAINTAIN CONTACT / UPDATE CHP DISP
- ENTER INFO INTO PDA
- DOWNLOAD PDA DATA TO WORKSTATION AFTER EACH SHIFT

6. How Frequently will Your Trucks be Inspected by CHP?

PRIOR TO START OF SERVICE & THEN PERIODICALLY
AS SEEN FIT PER CHP

6. What Tests Must an FSP Driver Pass before Operating FSP Service?

- A. DRIVING RECORD & CRIMINAL HISTORY CHECK & LIVESCAN
- B. CHP ADMINISTERED EFFICIENCY TEST
- C. FSP DRIVER TRAINING

7. What Does an FSP Driver Wear?

NAVY BLUE UNIFORM SHIRT & PANTS OR COVERALS
SAFETY VEST w/ REFLECTIVE STRIPING
STEEL TOE BOOTS
NAME TAG w/ FIRST INITIAL & LAST NAME
FSP PATCHES

8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)

9. What are the FSP Insurance Requirements You Must Meet?

- GENERAL LIABILITY COVERING PREMISES & OPERATIONS w/
AT LEAST \$1,000,000 COVERAGE PER OCCURRENCE
- SANDAG AS ADDITIONALLY INCURRED
- COMMERCIAL GENERAL LIABILITY w/ AT LEAST \$1,000,000 PER OCCURRENCE
- COMPREHENSIVE AUTO LIABILITY w/ AT LEAST \$1,000,000 COMBINED
COVERAGE PER INCIDENT
- WORKERS' COMPENSATION INSURANCE

10. How Many Trucks (including back-up trucks) and Drivers Must You Have for this Beat? Attach a list of trucks (to be acquired and/or currently owned) that will be used for the FSP service. Include the year, manufacturer, model,

current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP Beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.

SEE ATTACHED

11. Who May We Contact by Phone for References?
(Provide at least three Client references. Do not include SANBAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives. Previous client rates need not be included.)

Client Name & Address	Contact Person	Phone #
SAYAGE BROS 1501 AUTO CNTR, ONT CA ACSC	<u>JIM STRAWLEY</u>	<u>909-390-7888</u>
5402 PHILADELPHIA, CHINO CA ROAD AMERICA	<u>STEVE STRATWERS</u>	<u>909-314-1507</u>
7200 CORP CNTR #101, MIAMI FL	<u>RYAN JAMISON</u>	<u>603-642-5195</u>

12. Additional information may be Attached.

Name: MIGUEL LZYVA Date: 12/5/08

Name of Assistants Completing Form: MARY MILLER

Steve's Towing

Question #8 Answer:

ESP Tow Truck Equipment includes:

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 5,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 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 5/16" alloy or OEM specs. J&T hook assembly.
7. Rubber face 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.
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP.
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.
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. Untaded 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. 36 highway flares 15 minutes each or 20 highway flares 30 minutes each
34. Cones 18" (6)
35. Hydraulic jack, 2-ton, floor (1)
36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)
38. Rechargeable air bottle, hoses and fittings to fit fire 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, portable for removing otherwise untowable vehicles (1)

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- 44. 5-gallon can with lid filled with clean absorb-oil (1)
- 45. Empty trash can with lid (5 gallon) (1)
- 46. Lock out set (1)

Toolbox with the following:

- 47. Screwdrivers--
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
 - ii. Philips 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. 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)

Steve's Towing

Attachment B
San Bernardino County Freeway Service Patrol

Question #10 List of Trucks:

**Answer: 3 trucks including 1 back up unit, 3 drivers including 1 as a back up driver
2009 Isuzu NPR w/ Century self loader
2009 Isuzu NPR w/ Century self loader
2009 Isuzu NPR w/ Century self loader**

Steve's Towing will purchase new units for the contract. The purchase plan is for 3 units all 2009 Isuzu chassis with Century Self Loader towing apparatus with a minimum 4 ton recovery rating. Afore mentioned vehicles will be purchased from Mark Bantz @ Tow Industries, 2910 Alessandro St, Los Angeles, CA. Unit prices have been negotiated and agreed upon, and funding has been approved through Sovereign Bank. Thus, pending award of the contract, the afore mentioned vehicles are securable immediately, and will be ready for installation of FSP required equipment, ie communication equipment.

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Fax# 909-980-4952



CONTRACT SUMMARY SHEET

Contract No. C 09138 Amendment No. 2

By and Between

San Bernardino Associated Governments and Pepe's Towing Services, Inc.

Contract Description Freeway Service Patrol Services for Beat 2 in San Bernardino County.

Board of Director's Meeting Date: 3/6/13

Overview of BOD Action: Approve amendment No. 2 with Pepe's Towing Services, Inc. for continued services along Beat 2.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	570,105	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	756,450	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	186,345	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	942,795	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 942,795

Contract Start Date <u>2/4/2009</u>	Current Contract Expiration Date <u>4/30/2013</u>	Revised Contract Expiration Date <u>4/30/2014</u>
--	--	--

Has the contract term been amended? No Yes - please explain.
Extending the contract term by one year to exercise final contract option.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 704.

A Budget Amendment is required.

How are we funding current FY? 80% FSP STATE 20% DMV/SAFE

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

80% of the contract will continue to be funded by state funds and 20% of the contract will be continued to be paid by DMV/SAFE funds.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

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

DUANE A BAKER

Task Manager (Print Name)

JENNY HERRERA

Project Manager (Print Name)

Jeffery Hill
Contracts Administrator (Print Name)

Chief Financial Officer (Print Name)

Andrea Zureick
Director of Fund Administration & Programming

Duane A Baker 1.

Signature _____ Date

JAA 1/23/2013

Signature _____ Date

[Signature] 1/28/13

Signature _____ Date

Andrea Zureick 1/24/13

Amendment No. 2 to Contract No. C09-138

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

PEPE'S TOWING SERVICES, INC.

For

**FREEWAY SERVICE PATROL FOR BEAT #2
WITHIN SAN BERNARDINO COUNTY**

This Amendment No. 2 ("Amendment") to Contract for Freeway Service Patrol for Beat #2 is made and entered into on the Effective Date by and between San Bernardino Associated Governments ("SANBAG") and Pepe's Towing Services, Inc. ("CONTRACTOR").

A. SANBAG and CONTRACTOR are parties to Contract No. C09-138 effective February 4, 2009 (the "Contract"), wherein SANBAG engaged CONTRACTOR to provide Freeway Service Patrol services along Beat #2 within San Bernardino County ("SERVICES"); and

B. Contract grants SANBAG two one-year options to extend the term of the Contract at the same rate of compensation as provided for under the original Contract term; and

C. SANBAG and CONTRACTOR desire to amend the Contract to reflect SANBAG's ability to exercise its option to extend the Contract term by one year to April 30, 2014, and to increase the Contract amount by \$186,345 to compensate CONTRACTOR for performing the SERVICES for one additional year, as allowed for in Section 3.4 of the CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

"The term of this Contract shall be shall from February 4, 2009 through April 30, 2014, and shall not exceed nine hundred forty-two thousand, seven hundred ninety-five dollars and no cents (\$942,795.00), unless earlier terminated as provided herein."

2. Exhibit A of the Contract is deleted and replaced with Exhibit A, Compensation and Payment, attached to this Amendment and incorporated herein by this reference.
3. Exhibit B of the Contract is deleted and replaced with Exhibit B, Compensation and Payment, attached to this Amendment and incorporated herein by this reference.

4. All other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.
5. The Recitals above are true and correct and are incorporated into and made a part of this Amendment.
6. The Effective Date of Amendment No. 2 is the date this Amendment is executed by SANBAG.

PEPE'S TOWING SERVICES, INC.

SANBAG

By: _____
Manuel Acosta
President

By: _____
Janice Rutherford
SANBAG President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

EXHIBIT "A"

Compensation and Payment

Overview Contract No. 09138 with Pepe's Towing for Beat 2 Contract Term 2/4/2009-4/30/2013

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	\$15,862.00	\$31,724.00
2009/2010	1,757	88	1,845	\$95,017.50	\$190,035.00
2010/2011	1,757	88	1,845	\$95,017.50	\$190,035.00
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	\$79,155.50	\$158,311.00
Initial Term Subtotal:	5,271	264	5,535	\$285,052.50	\$570,105.00
FY2011/2012 (5/1/12 through 6/30/12)	293	15	308	\$15,554.00	\$31,108.00
FY2012/2013 (7/1/12 through 4/30/13)	1,464	73	1,537	\$77,618.50	\$155,237.00
1st Option Year Subtotal:	1,757	88	1,845	\$93,172.50	\$186,345.00
FY 2012/2013 (5/1/13 through 6/30/13)	293	15	308	\$15,554.00	\$31,108.00
FY 2013/2014 (7/1/13 through 4/30/14)	1,464	73	1,537	\$77,618.50	\$155,237.00
2nd Option Year Subtotal:	1,757	88	1,845	\$93,172.50	\$186,345.00
Contract Total:	8,785	440	9,225	\$471,397.50	\$942,795.00

Average Annual Hours Per Truck Per Beat 1,757
 Hourly Rate for Initial Contract Term
 And Option Yr. #2 \$50.50

Note: Two primary FSP Trucks are required

EXHIBIT "B" – SCOPE OF WORK

WORK PLAN

Pepe's Towing Service, Inc. has been in the towing business for almost three decades. After the founder's passing on March 17, 1992 his two sons, Jose and Manuel took over when the company incorporated.

Inosencio Navarro assisted Manuel in expanding the Inland Empire operation. As FSP contract was awarded in late 1995 with Inosencio as its manager. Mr. Navarro boasts an awesome track record with thirteen years of FSP managing skills.

FSP drivers usually come in on their own from existing and expiring beats once a contract is awarded to Pepe's. We also have FSP contracts that expire and many of those experienced drivers roll over to new beats.

Pepe's Tow customarily holds a high credit limit (around 750K) and / or a credit line (Sovereign bank, WFB, etc.) with financing literally ready for approval. Tow Truck purchase and body install is done with long time vendor Tow World.

Obviously, loyalty has its perks and Pepe's has earned a solid reputation with its merchants who are all too happy to make us shine if and when an FSP contract is awarded.

Using prior vendors assures us an extremely competitive price on tow trucks, tow bodies, equipment and all related items. Delivery schedules are constantly monitored to ensure an early inspection and approval of new equipment for beat commencement.

Jose Acosta Jr. Proudly serves as the company president from the corporate office in Los Angeles. The L.A. branch also has extensive experience running Metro FSP since October 2004 and currently running LA beats #8 and #12.

Pepe's Tow has the proper amount of experience, motivation, preparation and know how to get the job done.

ATTACHMENT B

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORM

FIRM NAME: PERE'S TOW SERVICE INC.

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. **(DO NOT SIMPLY SAY "REFER TO RFP PAGE #XX)**

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations (5 years minimum):

Years as Owner: 21 Years in Towing Business: 28

Years in CHP Rotation Tow: 18

Current Number of Tow Trucks Operating: 55

2. FSP Beat Operating Hours: 5:00 AM - 9:00 AM 3:00 PM - 7:00 PM

3. Describe Activities Prohibited by FSP Contractors:

- 1. RECOMMEND BODY SHOP AND/OR REPAIR FACILITIES
 - 2. ACCEPT GRATUITIES
 - 3. PERFORM SECONDARY TOWS
-
-
-
-

4. Describe FSP Contractor Duties on a Daily Basis:

ACCURATELY FOLLOW THE STANDARD OPERATING PROCEDURES "SOP" MANUAL SO AS TO PROMOTE A SAFE WORK ENVIRONMENT AND TO MAINTAIN A LEVEL

OF PROFESSIONALISM

5. How Frequently will Your Trucks be Inspected by CHP?

FSP TOW TRUCK INSPECTIONS WILL OCCUR PERIODICALLY AS DETERMINED BY THE CHP.

6. What Tests Must an FSP Driver Pass before Operating FSP Service?

A. **CRIMINAL BACKGROUND CHECK**

B. **DRIVING RECORD CHECK**

C. **PROFICIENCY TEST**

7. What Does an FSP Driver Wear?

SPECIFIED NAVY BLUE UNIFORM OR JUMP SUIT WITH APPROVED VEST, NAME TAG, HAT (IF WORN) AND STEEL TOE BLACK BOOTS.

8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)

9. What are the FSP Insurance Requirements You Must Meet?

PLEASE SEE ATTACHED SHEET

10. How Many Trucks (including back-up trucks) and Drivers Must You Have for this Beat? Attach a list of trucks (to be acquired and/or currently owned) that will be used for the FSP service. Include the year, manufacturer, model.

PLEASE SEE ATTACHED SHEET

current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP Beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.

PLEASE SEE ATTACHED SHEET

11. Who May We Contact by Phone for References?

(Provide at least three Client references. Do not include SANBAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives. Previous client rates need not be included.)

**Client Name &
Address**

Contact Person

Phone #

PLEASE SEE ATTACHED SHEET

12. Additional Information may be Attached.

Name: JOSE ACOSTA

Date: 12-02-08

Name of Assistants Completing Form: _____

#8.

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 5,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 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 5/16" alloy or OEM specs., J&T hook 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, 40+ amp battery.
13. Radios with the ability to communicate with the Contractor's base office.
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 fitted 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.
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. Fry 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. Fuses (highway fuses), 15 minute, or Fuses (highway fuses), 30 minute (36)
34. Cones 18" (20)
35. Hydraulic jack, 2-ton, floor (6)
36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)
38. Rechargeable air bottle, hoses and fittings to fit fire 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, portable for removing otherwise untowable vehicles (1)
44. 5-gallon can with lid filled with clean absorb-all (1)
45. Empty trash can with lid (5 gallon) (1)
46. Lock out set (1)
47. TOOL BOX W/ SPECIFIED TOOLS (1)

9. WHAT ARE THE PSP INSURANCE REQUIREMENTS YOU MUST MEET?

3.21.2.1 Commercial General Liability Insurance. A policy of Commercial General Liability which provides limits of not less than:

- a. Per occurrence: \$1,000,000
- b. Project Specific Aggregate: \$1,000,000
- c. Products/Completed Operations: \$1,000,000
- d. Personal Injury Limit: \$1,000,000

3.21.2.2 General Liability Policy Coverage. Any general Liability policy provided by CONTRACTOR hereunder shall include the following coverage:

- a. Premises and Operations
- b. Products/Completed Operations with limits of at least one million dollars (\$1,000,000) per occurrence to be maintained for three years following acceptance of the work by SANBAG.
- c. Contractual Liability expressly including liability assumed under this Contract.
- d. Independent Contractor's Liability.

10. (2) TRUCKS PLUS (1) BACK-UP TRUCK
(2) PSP CERTIFIED DRIVERS PLUS (1) BACK-UP PSP DRIVER

TOW TRUCKS USED WILL BE PURCHASED BRAND NEW USING 2009 UD 1800'S WITH VOLCAN SINGLE LINE BODIES.
FINANCING IS IMMEDIATELY AVAILABLE AS IS THE TOW TRUCK MANUFACTURER.

VENDOR INFO IS PROVIDED BELOW.

BANK INFO: SOVEREIGN BANK
3 HUNTINGTON QUADRANGLE
SUITE 101 N
MELVILLE, NY 11747-4616
(631)531-0716 C/O BILL GAROFALO

TOW TRUCK:
MANUFACTURER
TOW WORLD INC.
3305 JACK NORTHROP AVE.
HAWTHORNE, CA 90250
(310)263-1200 C/O BRAD HUBER



CONTRACT SUMMARY SHEET

Contract No. C 09140 Amendment No. 2

By and Between

San Bernardino Associated Governments and Steve's Towing

Contract Description Freeway Service Patrol Services for Beat 5 in San Bernardino County.

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve amendment No. 2 with Steve's Towing for continued services along Beat 5.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	514,755	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	686,340	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	171,585	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	857,925	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 857,925

Contract Start Date 2/4/2009	Current Contract Expiration Date 4/30/2013	Revised Contract Expiration Date 4/30/2014
---------------------------------	---	---

Has the contract term been amended? No Yes - please explain.
 Extending the contract term by one year to exercise final contract option.

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>704</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? 80% FSP STATE 20% DMV/SAFE				
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: 80% of the contract will continue to be funded by state funds and 20% of the contract will be continued to be paid by DMV/SAFE funds.				
<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>Duane A. Baker</u> Task Manager (Print Name)	 Signature	<u>1-21</u> Date
<u>Jenny Hertzepa</u> Project Manager (Print Name)	 Signature	<u>1/23/2013</u> Date
<u>Jeffery H. H.</u> Contracts Administrator (Print Name)	 Signature	<u>1/28/13</u> Date
<u>Andrea Zureick</u> Chief Financial Officer (Print Name)	 Signature	<u>1/24/13</u> Date
Director of Fund Administration & Programming	Signature	Date

Amendment No. 2 to Contract No. C09-140

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

STEVE'S TOWING

For

**FREEWAY SERVICE PATROL FOR BEAT #5
WITHIN SAN BERNARDINO COUNTY**

This Amendment No. 2 ("Amendment") to Contract for Freeway Service Patrol for Beat #5 is made and entered into on the Effective Date by and between San Bernardino Associated Governments ("SANBAG") and Steve's Towing ("CONTRACTOR").

A. SANBAG and CONTRACTOR are parties to Contract No. C09-140 effective February 4, 2009 (the "Contract"), wherein SANBAG engaged CONTRACTOR to provide Freeway Service Patrol services along Beat #5 within San Bernardino County ("SERVICES"); and

B. Contract grants SANBAG two one-year options to extend the term of the Contract at the same rate of compensation as provided for under the original Contract term; and

C. SANBAG and CONTRACTOR desire to amend the Contract to reflect SANBAG's ability to exercise its option to extend the Contract term by one year to April 30, 2014, and to increase the Contract amount by \$171,585 to compensate CONTRACTOR for performing the SERVICES for one additional year, as allowed for in Section 3.4 of the CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

"The term of this Contract shall be shall from February 4, 2009 through April 30, 2014, and shall not exceed eight hundred fifty-seven thousand, nine hundred and twenty-five dollars and no cents (\$857,925.00) unless earlier terminated as provided herein."
2. Exhibit A of the Contract is deleted and replaced with Exhibit A, Compensation and Payment, attached to this Amendment and incorporated herein by this reference.
3. Exhibit B of the Contract is deleted and replaced with Exhibit B, Scope of Work, attached to this Amendment and incorporated herein by this reference
4. All other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.

5. The Recitals above are true and correct and are incorporated into and made a part of this Amendment.
6. The Effective Date of Amendment No. 2 is the date this Amendment is executed by SANBAG.

STEVE'S TOWING

SANBAG

By: _____
Miguel Leyva
Owner

By: _____
Janice Rutherford
SANBAG President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

EXHIBIT "A"

Compensation and Payment

Overview Contract No. 09140 with Steve's Towing for Beat 5

Contract Term 2/4/2009-4/30/2013

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	\$14,322.00	\$28,644.00
2009/2010	1,757	88	1,845	\$85,792.50	\$171,585.00
2010/2011	1,757	88	1,845	\$85,792.50	\$171,585.00
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	\$71,470.50	\$142,941.00
Initial Term Subtotal:	5,271	264	5,535	\$257,377.50	\$514,755.00
FY2011/2012 (5/1/12 through 6/30/12)	293	15	308	\$14,322.00	\$28,644.00
FY2012/2013 (7/1/12 through 4/30/13)	1,464	73	1,537	\$71,470.50	\$142,941.00
1st Option Year Subtotal:	1,757	88	1,845	\$85,792.50	\$171,585.00
FY 2012/2013 (5/1/13 through 6/30/13)	293	15	308	\$14,322.00	\$28,644.00
FY 2013/2014 (7/1/13 through 4/30/14)	1,464	73	1,537	\$71,470.50	\$142,941.00
2nd Option Year Subtotal:	1,757	88	1,845	\$85,792.50	\$171,585.00
Contract Total:	8,785	440	9,225	\$428,962.50	\$857,925.00

Average Annual Hours Per Truck Per Beat 1,757
 Hourly Rate for Initial Contract Term
 And Option Yr. #2 \$46.50

Note: Two primary FSP Trucks are required

EXHIBIT "B" – SCOPE OF WORK

Steve's Towing

San Bernardino County Freeway Service Patrol Work Plan

As a former FSP service provider in the San Bernardino area, Steve's Towing is well acquainted with the rigors of the contracted service, as well as the difficulties of staffing. Steve's Towing is committed to continued employment of key personnel that has prevented the loss of valuable experience, which has been brought to the preparation of this proposal and will be useful throughout the duration of the contract should it be awarded to Steve's Towing.

We at Steve's Towing have a working knowledge and thorough understanding of the contract requirements including scope of service and equipment. For example, we comprehend the need for drivers to thoroughly inspect both the truck and all equipment prior to reporting to the beat for service. We accept that ill equipped units will be removed from service until requirements have been met and re-inspection performed. Following that, we understand the financial ramifications of having a truck removed from service, even temporarily. Also, we grasp the driver's need to be both prepared and ready to work in full uniform. We acknowledge that supervising officers will perform "on beat" inspections to insure the truck, driver and equipment meet requirements. Further, we acknowledge the requirement of maintaining the back up unit in "FSP ready" condition. Additionally, we realize that said unit must be dedicated during beat hours whether ultimately required or not. Also, we recognize the need for timely arrival of the back up unit on scene, not to exceed 45 minutes, and understand the policy of deductions at three times the hourly rate, as well as how said policy affects the contract budget for our company. Additionally, we have a complete comprehension of the service performance required of FSP drivers. To further demonstrate, we understand that drivers will continually patrol "the beat" maintaining a visible presence while searching out motorists in need of assistance. Furthermore, we are cognizant of the fact that some disablements will require only a roadside service for example tire change, but others may require a tow to a previously designated drop location if the vehicle cannot be mobilized within ten minutes. We also grant that FSP drivers will be dispatched solely via CHP and will respond accordingly. We also recognize and understand the intent behind actions prohibited of FSP drivers, including but not limited to accepting any form of gratuity, and/or providing or recommending secondary services be it towing or repair/ body work. At the same time, we acknowledge that FSP drivers must remove all FSP identifiable markings including driver uniforms and truck placards prior to responding to commercial calls, or any call outside of the scope of the FSP service contract.

We have given considerable thought to the staffing of the FSP contract. Members of our supervisory staff have experience with the FSP program, either with Steve's in the past years or from other companies before joining the Steve's organization. For example, Victor Barrera, a former FSP driver in good standing will be acting as the FSP driver supervisor. We anticipate his experience "on the beat" will provide him with a unique insight to approaching this position. Additionally, the integrity and work ethic of FSP drivers must be beyond reproach. In an effort to retain the type of drivers we feel qualified to service this contract, we have offered a "shift differential" for FSP drivers, above our standard for drivers' salaries. Moreover, we at Steve's believe in promoting from within, hence two of

909-980-3253

Fax# 909-980-4952

9529 8th St. Rancho Cucamonga, Ca 91730

Steve's Towing

the drivers for this beat are current employees, whose work ethic, integrity and longevity have already been demonstrated. We have discussed with both of these drivers the requirements for the contract and have mutually agreed upon satisfactory compensation and performance objectives. These two drivers both have numerous years towing experience; one includes FSP experience in LA County, and both are currently on rotation for CHP as well as RCSO. For these reasons, we believe these drivers are qualified, and will be approved should we be awarded the contract. Also, our back up driver, Steve Ball Jr. again is currently employed. He too has FSP experience, in his case through Steve's Towing in previous years in San Bernardino County, specifically on the I215 in Cajon Pass. We at Steve's Towing have already hired one of the drivers required to fill positions vacated by current drivers slotted to enter the FSP contract positions. Any additional required drivers will be added to our regular fleet following an evaluation of our staffing needs, as regularly performed every three months. The project supervisor will complete all required training with the drivers and will serve as an alternate back up driver as well as supervisor. Training costs and time allotments have been built into our proposal, as is standard for our company. We currently employ a mandatory 2 week training program for fleet service drivers defining job description expectations, safety procedures, paperwork and scope of service to be performed. Thus demonstrating the value we place on the benefits of proper training, and the understanding of potential for disaster without it.

We at Steve's Towing are ready to proceed; the timeframe of the contract, though intense, is not a hardship for this company. We are a fast paced environment and thrive under pressure. As previously described, staffing has been secured. Our current insurance policies meet or exceed the required contractual minimums. Our office already has in place a fully functional workstation, including desk and computer with printing capabilities and internet access, for the use of law enforcement agency personnel while at our facility. This workstation meets the requirements as described in the RFP, and will be utilized as the FSP workstation as per contract requirements. FSP personnel will have unlimited access to said workstation for the purposes of driver paperwork completion, including downloading of forms, etc.; in addition to software updates as needed. Our office employs a 24 hour dispatch center thus allowing all FSP personnel, (not only on staff drivers), unlimited access to both the workstation and garage for vehicle inspection/repair. Additionally, we have researched equipment procurement, and Mark Bastz sales manager at Tow Industries has assured us the three trucks for this beat are all currently available for sale and can be reserved for Steve's Towing. Please see attached statement from Mark Bastz. However, we have postponed taking further action in regards to procuring said equipment until such time as the contract is awarded, as we will not need additions to our fleet if we are not awarded a contract. Acquisition of these required vehicles merely awaits the final signing of paperwork as the units have all been designed, and funding has been secured through Sovereign Bank's FSP lease program. Finally, program maintenance will be co-administered by Mary Miller, the office manager and Miguel Leyva, Vice President, whom combined have over 30 years experience in the industry, and have currently been co-managing this facility for over 3 years.

In conclusion, Steve's Towing is ready to accept the challenges of an FSP contract, and is confident that the level of service provided will be beyond expectations. We look forward to participating in the program, and are anxious to assist with the benefits this contract will provide for our area.

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Fax# 909-980-4952

ATTACHMENT B

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORM

FIRM NAME: STEVE'S TOWING

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. (DO NOT SIMPLY SAY "REFER TO RFP PAGE #xx")

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations
(5 years minimum): 17

Years as Owner: 3 Years in Towing Business: 19

Years in CHP Rotation Tow: 3 (AS OWNER) 17 (AS OPERATOR)

Current Number of Tow Trucks Operating: 10

2. FSP Beat Operating Hours: M-F 0530-0830 & 1500-1900

3. Describe Activities Prohibited by FSP Contractors:

- ACCEPTING ANY FORM OF GRATUITY
- PERFORMING OR RECOMMENDING COMMERCIAL SERVICES, EITHER TOWING OR REPAIR/BODY WORK
- TAMPERING W/ FSP COMMUNICATION EQUIPMENT
- TOWING VEHICLES TO LOCATION OTHER THAN CHP DESIGNATED DRP
- TAKING PICTURES / VIDEO OF ACCIDENT SCENES
- LEAVING ASSIGNED BEAT W/O ADVISING CHP

4. Describe FSP Contractor Duties on a Daily Basis:

- INSPECT & STOCK TRUCK
- PATROL ASSIGNED BEAT / ASSIST MOTORISTS / REMOVE DEBRIS

- MAINTAIN CONTACT / UPDATE CHP DISP
- ENTER INFO INTO PDA
- DOWNLOAD PDA DATA TO WORKSTATION AFTER EACH SHIFT

6. How frequently will Your Trucks be Inspected by CHP?

PRIOR TO START OF SERVICE & THEN PERIODICALLY
AS SEEN FIT PER CHP

6. What Tests Must an FSP Driver Pass before Operating FSP Service?

- A. DRIVING RECORD & CRIMINAL HISTORY CHECK & LIVESCAN
- B. CHP ADMINISTERED PROFICIENCY TEST
- C. FSP DRIVER TRAINING

7. What Does an FSP Driver Wear?

NAVY BLUE UNIFORM SHIRT & PANTS OR COVERALLS
SAFETY VEST w/ REFLECTIVE STRIPING
STEEL TOE BOOTS
NAME TAG w/ FIRST INITIAL & LAST NAME
FSP PATCHES

8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)

9. What are the FSP Insurance Requirements You Must Meet?

- GENERAL LIABILITY COVERING PREMISES & OPERATIONS w/
AT LEAST \$1,000,000 COVERAGE PER OCCURRENCE
- SANBAG AS ADDITIONALLY INSURED
- COMMERCIAL GENERAL LIABILITY w/ AT LEAST \$1,000,000 PER OCCURRENCE
- COMPREHENSIVE AUTO LIABILITY w/ AT LEAST \$1,000,000 COMBINED
COVERAGE PER INCIDENT
- WORKERS' COMPENSATION INSURANCE

10. How Many Trucks (including back-up trucks) and Drivers Must You Have for this Beat? Attach a list of trucks (to be acquired and/or currently owned) that will be used for the FSP service. Include the year, manufacturer, model.

current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP Beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.

SEE ATTACHED

11. Who May We Contact by Phone for References?

(Provide at least three Client references. Do not include SANBAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives. Previous client rates need not be included.)

Client Name & Address	Contact Person	Phone #
SAYAGE BMD 1301 ALTON CNTR., ONT CA AESC	<u>JIM STRAWLEY</u>	<u>909-390-7888</u>
5442 PHILADELPHIA, CLIND CA ROAD AMERICA	<u>STEVE STRUTTERS</u>	<u>909-364-1507</u>
7500 CORP CNTR #601, MIAMI FL	<u>RYAN JAMISON</u>	<u>403-642-595</u>

12. Additional Information may be Attached.

Name: MIGUEL LEYVA Date: 12/5/08

Name of Assistants Completing Form: MARV MILLER

Steve's Towing

Question #8 answer:

FSP Tow Truck Equipment includes:

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 5,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 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 5/16" alloy or OEM specs. J&T hook assembly.
7. Rubber face 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.
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP.
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.
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 4B-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. 36 highway flares 15 minutes each or 20 highway flares 30 minutes each
34. Cones 18" (6)
35. Hydraulic jack, 2-ton, floor (1)
36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)
38. Rechargeable air bottle, 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, portable for rearing otherwise untowable vehicles (1).

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Fax# 909-980-4952

Steve's Towing

- 44. 5-gallon can with lid filled with clean absorb-all (1)
- 45. Empty trash can with lid (5 gallon) (1)
- 46. Lock out set (1)

Toolbox with the following:

- 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. 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)

Steve's Towing

Attachment B

San Bernardino County Freeway Service Patrol

Question #10 List of Trucks:

**Answer: 3 trucks including 1 back up unit, 3 drivers including 1 as a back up driver
2009 Isuzu NPR w/ Century self loader
2009 Isuzu NPR w/ Century self loader
2009 Isuzu NPR w/ Century self loader**

Steve's Towing will purchase new units for the contract. The purchase plan is for 3 units all 2009 Isuzu chassis with Century Self Loader towing apparatus with a minimum 4 ton recovery rating. Afore mentioned vehicles will be purchased from Mark Bastz @ Tow Industries, 2910 Alessandro St, Los Angeles, CA. Unit prices have been negotiated and agreed upon, and funding has been approved through Sovereign Bank. Thus, pending award of the contract, the afore mentioned vehicles are securable immediately, and will be ready for installation of FSP required equipment, ie communication equipment.



- 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: 14

Date: February 13, 2013

Subject: SANBAG Park and Ride Lease Program lease template.

Recommendation:* That the Committee recommend the Board:

1. Approve the attached template for San Bernardino Associated Governments' Park and Ride lease program;
2. Authorize the Executive Director to execute contracts for each lease program for a not-to-exceed amount of \$25,000 per contract.

Background: Currently, San Bernardino Associated Governments (SANBAG) has a Park and Ride (PNR) Lease Program, which was originally approved by the Board of Directors in 2004. Past practice has allowed the Executive Director to execute the template lease with property owners who have excess parking they are willing to lease for Park and Ride purposes. The attached template is being brought back for review with some minor revisions to it. The template has been updated with current legal language as well as minor adjustments made to the terms based on experience to date with the PNR program.

The purpose of this program is to locate properties with ample parking, available primarily Monday through Friday, and execute a lease for a determined amount of parking spaces at a determined rate. There are three parties to the Lease; SANBAG, Department of Transportation (Caltrans) and the property owner. Caltrans is primarily responsible for liability

*

Approved
General Policy Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

GPC1302a-nm

<http://portal.sanbag.ca.gov/mgmt/workgroups/mobility/rideshare/pnr/Shared%20Documents/PNRLeaseTemplate0113SANBAG.docx>

while motorists use the lots, as well as installing signage on the freeways and local streets and roads directing motorists to the PNR location. These spaces would then be made available to commuters participating in ridesharing.

This lease strategy has been found very effective, in that a leased lot can be up and running within several months; whereas the construction of a new PNR is not only costly, but time consuming. In addition, if motorists for whatever reason, do not utilize the leased spaces, then the agreement with the property owner can be terminated. In a permanent location, the disposition of the PNR lot is much more difficult and time consuming.

Currently, SANBAG has five (5) open PNR lots. They are listed below as well as the number of spaces available.

Name	City	Number of Spaces
Highland Avenue Community Church	Rancho Cucamonga	120
Montecito Baptist Church	Ontario	51
St. Paul the Apostle Catholic Church	Chino Hills	77
Shepherd of the Hills Lutheran Church	Rancho Cucamonga	66
Community Baptist Church	Rancho Cucamonga	35

Financial Impact:

\$40,380 has been budgeted in the FY 2012/2013 budget. Funds for lease payments in years beyond FY 2012/2013 will be budgeted accordingly. Lease payments are budgeted in Valley TMS and CMAQ.

Reviewed By:

This item is not scheduled for review by any other policy or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and the contract template. Caltrans has reviewed the contract template.

Responsible Staff:

Duane A. Baker, Director of Management Services

WHEN RECORDED MAIL TO:

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exempt From Filing Fees
Government Code § 6103

PARK & RIDE LOT LEASE NO. _____
BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION,
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND _____

1. PARTIES AND DATE.

This Park & Ride Lot Lease ("Lease") is made this _____ day of _____, ("Effective Date") by and among the SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG), acting in its capacity as the San Bernardino County Transportation Authority and the CALIFORNIA DEPARTMENT OF TRANSPORTATION ("The Department") (individually and collectively "Lessee") as Lessee, and _____ ("Owner") as Lessor.

2. RECITALS.

2.1 Owner is the owner of certain real property (the "Site") located at _____ in the County of San Bernardino, California, Assessor's Parcel Number (APN) _____ and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

2.2 Lessee desires to lease a portion of the Site from Owner for the purpose of providing a parking lot for the use of members of the public in forming and participating in commuter carpools and vanpools ("Park and Ride Lot"); and

2.3 Owner desires to lease a portion of the Site to Lessee for use as a Park and Ride Lot in consideration for the covenants set forth herein; and

2.4 Lessee and Owner desire to reduce the full terms of their Lease to writing;

NOW, THEREFORE, in consideration of the above recitals, and the terms and conditions contained herein, Lessee and Owner agree as follows:

3. TERMS.

3.1 Effective Date. This contract shall be effective as of _____, **201X.**

3.2 Maximum Obligation. SANBAG's maximum obligation shall be _____, (\$ _____) based on the following:

3.2.1 _____ (\$ _____) for _____ (XX) spaces at _____ (\$XX.XX) per space per month for a _____ (number) month period and will be paid quarterly as indicated below as rent for the term of this Lease.

Date	\$
Total	\$

The rent payable and Stipend shall be delivered to the following:

Attn: Name
Name of Company
Address
City, State Zip

If SANBAG fails to make any rental payment when due, this Lease and Lessee's right to possession shall terminate, provided Owner has made written demand to SANBAG for rental payment and SANBAG has failed to pay rent within 30 calendar days after such demand has been made.

3.3 Lease of Site. Owner hereby leases to Lessee, and Lessee hereby leases from Owner, a portion of the Site (the "Park and Ride Lot"), as shown cross-hatched in Exhibit "B" attached hereto and incorporated herein by this reference, and more particularly described in Exhibit "A" and containing XX automobile and van parking spaces on the terms covenants and conditions set forth in this Lease. For purposes of this Lease, the Park and Ride Lot shall also include any described appurtenances, including any improvements now or hereafter located on the Park and Ride Lot, notwithstanding that any such improvements may or shall be construed as affixed to and constituting part of the Site, and without regard to whether ownership of the improvements is in Lessee or Owner.

3.4 Use. The leased premises shall be used by Lessee solely for the purpose of maintaining and operating a Park and Ride Lot. Members of the public shall be entitled to use the designated parking spaces without limitation as to time of day or day of the week. Lessor agrees to provide Lessee twenty-one (21) calendar days' notice of any repairs or improvements or other events that will make the Park and Ride Lot inaccessible to the public for carpool/vanpool purposes. Lessee agrees not to engage in any activity, or agreement or

relationship with any other party, that would interfere with Lessee's use of the Park and Ride Lot or would include any collection of fees or rent of any nature from any person using the Park and Ride Lot. The **designated** parking spaces will be properly lit in accordance with generally-accepted standards for public parking lots throughout the year from 4:00 am to 9:00 pm each day. Owner will install a timer for lighter, a light sensor or whatever method deemed reliable to ensure all Park and Ride spaces have sufficient lighting at all times during said hours. Owner shall maintain such lighting systems in good repair and replace burned out or non-functional lighting sources within 72 hours.

3.5 **Signage.** The Department may, in its sole discretion and at its own expense, place signs (i) within the Site to designate the perimeter of the Park and Ride Lot and the designated spaces therein; and (ii) outside the Site, on freeways and streets, to disclose the existence of the Park and Ride Lot and to provide directions to the Site. Such signs shall be placed in a manner consistent with applicable local laws and national standards for roadside information services and installations. The signs shall be substantially in the locations shown in Exhibit "B", and shall be in a form used by The Department for other park and ride lots. The Department shall retain the right to amend signage so long as such changes are consistent with local ordinances and state law. Upon termination of this Lease, The Department shall remove such signs at its own expense and repair related damage.

Notwithstanding any other provision in this Agreement, except for the signs placed within or outside of the Site pursuant to (i) or (ii) of the preceding paragraph in this Section 3.5, The Department may not construct any other Improvements without the express written approval of Owner in its sole and absolute discretion.

3.6 **Term.** The initial term of this Lease shall expire **End date**. This Lease may thereafter be renewed from year to year, with terms and conditions, including rent amount, to be mutually agreed between the parties. The Executive Director of SANBAG is hereby authorized to renew or extend this Lease within his or her discretion, subject to the availability of funds. Lessee shall provide written notice to Owner thirty (30) calendar days prior to the expiration of the initial term of any extended term of Lessee's desire to extend this Lease.

3.7 **Early Termination.** Either Lessee or Owner may terminate this Lease at any time prior to its expiration upon sixty (60) calendar days' written notice to the other party. If this Lease is terminated as provided for herein, Owner shall refund to SANBAG on a pro rata basis any rental payments paid by SANBAG for days following the date of the termination.

3.8 **Maintenance.**

3.8.1 Throughout the term of this Lease, Owner shall maintain the Site and shall promptly and diligently repair, restore or replace improvements, other than any installed by Lessee, as required, to maintain the safety and usability of the Park and Ride Lot. Owner agrees to notify Lessee promptly of any defects or damages in the Site which could give rise to third party injury or damage, even though Lessee retains the right to make periodic inspections of its own of the Park and Ride Lot.

3.8.2 The Department agrees to maintain and repair all signage improvements to the Park and Ride Lot made pursuant to paragraph 3.5 above, for the term of this Lease.

3.8.3 Any landscaping, maintenance or repairs performed by Owner shall be carried out in compliance with all laws, permits, licenses or other governmental authorizations, rules, ordinances, orders, decrees and regulations now or hereafter enacted, issued or promulgated by federal, state, county, municipal and other governmental agencies, bodies and courts having or claiming jurisdiction and all insurance companies insuring all or any part of the Site. Owner shall provide Lessee with written notice at least twenty-one (21) calendar days prior to any repair or maintenance of the Site which would interfere with the use of the Park and Ride Lot, except in cases of emergency.

3.9 Restrictions on Use. Lessee and Owner agree, in using the Site:

3.9.1 Not to use or permit or suffer the Park and Ride Lot to be used in any manner which would violate any license, permit or other governmental authorization which is required for the lawful use of all or any portion of the Park and Ride Lot. If any license, permit or other governmental authorization is required for the lawful use of this Park and Ride Lot, Owner shall procure and maintain the same throughout the term of the Lease.

3.9.2 Not to commit any waste or suffer any waste to be committed upon the Park and Ride Lot.

3.9.3 Not to keep, use, sell or offer for sale on the Park and Ride Lot any article, or conduct any activity, which each party knows or should know is prohibited by any law or regulation or any insurance policy maintained by Owner or Lessee.

3.10 Right of Entry. Lessee and Owner shall permit the other or its agents to enter upon the Park and Ride Lot at any reasonable time to inspect the same and to carry on all maintenance as required under this Lease.

3.11 Taxes and Assessments. Owner shall pay or cause to be paid all real or personal property taxes, possessory use taxes, general and special assessments, excises, impositions, levies, and other charges of every description now or hereafter levied on, assessed against or otherwise imposed with respect to the Park and Ride Lot, the Owner's improvements located on the Park and Ride Lot, or the Owner's personal property located on or in the Park and Ride Lot.

3.12 Utilities. Owner shall pay for all utilities serving the Park and Ride Lot.

3.13 Assignments and Subletting. Lessee shall not transfer, assign or sublet voluntarily, involuntarily, directly or indirectly, Lessee's interest under this Lease without the prior written consent of Owner, which consent shall not be unreasonably withheld. An assignment under this paragraph shall be permitted if the assignee is a governmental agency with general authority over Park and Ride Lots.

3.14 Insurance. The Department will, at all times during the term of this Lease, take out and keep in force at its own expense; (i) public liability insurance in the aggregate amount of not less than \$5,000,000 to protect Owner and SANBAG, their officers, agents, and employees against any liability to any person or entity incident to the use of, or resulting from the installation, maintenance, use or any user of the Park and Ride Lot; and (ii) property damage liability insurance in the amount of not less than \$5,000,000 to protect Owner and SANBAG, their officers, agents and employees against any liability for damage to property, including property of Owner, caused by or resulting from the installation, maintenance, of use of the Park and Ride Lot. SANBAG and Owner shall be added as additional insured on such policy.

3.15 State Responsibility for Property Damage to Assets of Owner. The Department shall reimburse Owner for the cost of any loss of or damage to the property of Owner caused by or resulting from the installation, maintenance, or use of the Park and Ride Lot up to a limit of \$10,000 per occurrence, but not exceeding the cost of replacing the loss or damaged property with that of like kind and quality.

3.16 Indemnity.

3.16.1 Lessee agrees, to the extent permitted under California law to, indemnify, defend and hold Owner and its officers, partners, employees, consultants and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), or loss, including without limitation attorneys' fees, consultant fees and expert witness fees, which arise as a result of any negligent acts or omissions or willful misconduct of Lessee in connection with the operation of the Park and Ride Lot.

3.16.2 Owner agrees to indemnify, defend and hold SANBAG and its elected officials, The Department and its respective officials, and all other officers, employees, consultants and agents of SANBAG and The Department harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), or loss, including without limitation attorneys' fees, consultant fees and expert witness fees, which arise as a result of any negligent acts or omissions or willful misconduct of Owner in connection with the Park and Ride Lot.

3.17 Joint and Several Obligations. Whenever the term "Lessee" is used to refer to SANBAG and The Department collectively in this Lease, all obligations and rights of Lessee shall run jointly and severally to both SANBAG and The Department, and both SANBAG and The Department may independently exercise any right and shall be independently responsible for performing all obligations imposed on Lessee under this Lease. This clause shall not apply to obligations or rights specifically identified individually to either SANBAG or The Department.

3.18 Surrender of Site. At the expiration of the term of this Lease, or upon any sooner termination of this Lease, Lessee shall quit and surrender possession of the Park and Ride Lot and its appurtenances thereto and The Department will remove any improvements and repair any damage to the Park and Ride Lot to restore the lot to the condition in which it was received, reasonable wear and tear by use and damage by the elements excepted.

3.19 Default. Neither Owner nor Lessee shall be in default of this Lease unless notice specifying the default is given by the party claiming the default and the party receiving such notice fails to promptly and diligently cure the default within fifteen (15) calendar days after notice is given or, if the default is of a nature that cannot reasonably be cured within fifteen (15) days, cure is commenced within such time and thereafter diligently pursued to completion.

3.20 Waiver. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by any party shall give any other party any contractual right by custom, estoppel or otherwise.

3.21 Notices. All notices required under the Lease shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To SANBAG: Attn: Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

With a Copy to: General Counsel
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

To The Department: Attn: Name
Deputy District Director for Operations
California Department of Transportation
464 West Fourth Street, 6th Floor
San Bernardino, CA 92401-1400

To Owner: Attn: Name
Company
Address
City, State Zip

Notice shall be deemed received as follows, depending upon the method of transmittal; by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by United States Mail, certified, return receipt requested, as of five (5) mail delivery days after deposit in the United States Mail.

3.22 Subject to Appropriation of Funds. All obligations of Lessee under this Lease are subject to the appropriation of sufficient funds by the California State Legislature, to allocation of those funds by the California Transportation Commission, and to appropriation of sufficient funds by SANBAG's Board of Directors.

3.23 Authority to Enter Lease. Except as stated in the preceding sentence, each party warrants that the individuals who have signed this Lease have the legal power, right, and authority to enter into this Lease so as to bind each respective party to perform the conditions contemplated herein, and there are no consents or approvals required to be obtained from any individual or entity prior to either party's making or entering into this Lease of fulfilling the conditions contained herein.

3.24 Severability. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Lease shall continue in full force and effect to the extent that the intent and purpose of the Lease may still be fulfilled.

3.25 Time is of the Essence. Time is of the essence in this Lease, and both parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.

3.26 Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement or defense of this Lease, or because of any alleged dispute, breach, default, or misrepresentation in connection with any provision of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

3.27 Governing Law and Venue. This Lease shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Lease shall be brought in an appropriate court in San Bernardino County, State of California.

3.28 Days. Any term in this Lease referencing time, days, or period for performance shall be deemed to be calendar days and not work days.

3.29 Entire Agreement. This written document contains the entire agreement of Owner and Lessee and supersedes any prior oral or written statements or agreements between the parties. No supplement, modification, or amendment of this Lease shall be binding unless executed in writing by all parties.

3.30 Binding on Assigns. Subject to the provisions of this Lease relating to assignment, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

3.31 Counterparts. This Lease may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.32 Captions. The captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

3.33 Eminent Domain.

3.33.1 If any portion of the Park and Ride Lot is taken by eminent domain and a portion remains which is usable by Lessee for the purposes set forth in paragraph 2, this Lease shall, as to the part taken, terminate without further liability or obligation on the part of Owner or Lessee as of the date title shall vest in the condemnor, or the date prejudgment possession is obtained through a court of competent jurisdiction, whichever is earlier, and the Lease shall remain in effect as to the balance, with a prorate abatement of rent for any parking spaces lost. However, in such event, Lessee reserve a right to terminate this Lease without further liability or obligation on the part of Owner or Lessee as of the date when title to the part taken vests in the condemnor or of the date of prejudgment possession.

3.33.2 If the entire Park and Ride Lot is taken by eminent domain, or such a portion is taken so that the Park and Ride Lot is rendered unusable for the purposes set forth in paragraph 2, this Lease shall terminate without further liability or obligation on the part of Owner or Lessee.

3.34 Incorporation of Recitals. The Recitals constitute a material part of this Agreement and are incorporated by this reference as though fully set forth herein.

IN WITNESS WHEREOF, this Lease has been executed by the parties as of the date first written above.

COMPANY NAME

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

By: _____

By: _____

Raymond W. Wolfe, PhD.
Executive Director

Print Name: _____

CALTRANS

Approved as to Legal Form:

By: _____

By: _____

Insert Name
Deputy District Director for
Operations

Eileen Teichert
General Counsel

Concurrence:

By: _____

Jeffery Hill
Contract Administrator

Exhibit "A"

Legal Description of Site

Exhibit "B"

Map of Site

Exhibit "B" Page 2



- 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: 15

Date: February 13, 2013

Subject: Transportation Development Act (TDA) – Article 3 Pedestrian and Bicycle Facilities and Transit Stop Access Improvement Call for Projects

Recommendation:* That the Committee recommend the Board authorize the release of TDA Article 3 Call for Projects for the following two programs:

- 1) Pedestrian and Bicycle Facility Projects
- 2) Transit Stop Access Improvement Projects

Background: The TDA provides that 2% of the Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as TDA Article 3 Program. In August 1999 the SANBAG Board approved a policy that 20% of the Article 3 program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% would be available for pedestrian and bicycle projects.

In December 2011 the Board awarded \$3,775,514 for Pedestrian and Bicycle Projects and \$799,198 for Transit Stop Access Improvement projects. These projects are to be completed within a three year time frame, or December 2014.

*

Approved
General Policy Committee

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply

GPC1302a-tb

<http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1302/AgendaItems/GPC1302a1.doc>

<http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1302/AgendaItems/GPC1302a2-tb.doc>

This time, a total of \$3,810,026 of Article 3 Bike and Pedestrian funds are estimated to be available for award. As in the past, staff is proposing to issue two calls-for-projects which will be issued concurrently. Attachment 1 presents the call-for-projects for Pedestrian and Bicycle Projects representing 80% of the available Article 3 funds, or \$3,029,621. Proposed projects must be consistent with the most recent Non-Motorized Transportation Plan approved by the SANBAG Board. Eligible expenditures include:

- Preliminary engineering leading to construction of pedestrian or bicycle facilities
- Right-of-way acquisition necessary for pedestrian or bicycle facilities
- Construction or reconstruction of Class I, II and III bicycle facilities and sidewalks
- Provision of curbs, gutters and driveway ramp paving on a sidewalk project
- Purchase and installation of bicycle locker and/or racks at major employment centers, park-and-ride lots and transit terminals

Attachment 2 presents the call-for-projects for Transit Stop Access Improvement Projects representing 20% of the available Article 3 funds, or \$767,405. Under this call, no single jurisdiction shall receive more than 10% of the funds available unless there are an insufficient number of project applications to fully utilize the amount available. Eligible expenditures include:

- Web-based mapping, photography or other visual imagery to provide information on stop accessibility to users of a transit system
- Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops
- Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at existing bus stop locations
- Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at new bus stop locations
- Construction of new sidewalks to serve existing bus stop locations
- Construction of new sidewalks to serve new bus stop locations

Staff anticipates issuing the call-for-projects on March 6, 2013 with project applications due to SANBAG by May 8, 2013. Application review would occur during May with a recommendation on projects provided to the June General Policy Committee and the Board of Directors on July 3, 2013.

It is currently anticipated that the evaluation panel for each call-for-projects will be comprised of two members from SANBAG, two to four members from a city/town, one member from the County, one from a neighboring County Transportation Commission, and one from bicycle or transit user group.

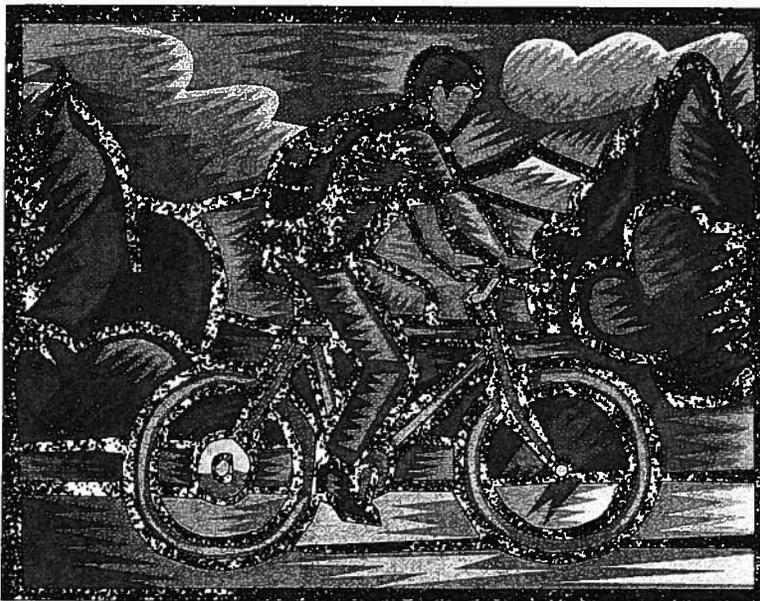
Financial Impact: This item is consistent with the FY12/13 Budget and with the agency's administrative responsibilities under the TDA. The staff work effort associated with this item is funded under Task 050211000 – TDA Administration.

Reviewed By: This item was reviewed by the Transportation Technical Advisory Committee on February 4, 2013.

Responsible Staff: Tim Byrne, Chief of Planning

ATTACHMENT 1

**TRANSPORTATION DEVELOPMENT ACT
ARTICLE 3 BIENNIAL CALL FOR PROJECTS
FOR
FOR BICYCLE AND PEDESTRIAN FACILITIES**



Issued: March 6, 2013

GPC1302a1-tb
2013Article3CallBicyclePed-teb

Background:

In August 1999, the SANBAG Board approved a policy that 80% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that implement or improve bicycle and pedestrian facilities. The remaining 20% of TDA Article 3 funds will be made available through a separate Call for Projects specifically for projects that improve access to transit stops for pedestrians and persons with disabilities. The total amount available in this call for projects is \$3,069,621 and is comprised of funds from unused allocation of prior TDA awards and two fiscal years of revenue (FY 2012/2013 & FY 2013/2014).

Upon approval of a project list by the SANBAG Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for two full fiscal years after the year of Board approval.

Proposed bicycle and pedestrian facility projects must meet the following guideline requirements:

- Bicycle projects submitted for approval must be included in the 2011 Non-Motorized Plan. Project costs do not necessarily need to match.
- Sidewalk or other pedestrian projects do not need to be included in the 2011 Non-Motorized Transportation Plan.
- Local jurisdiction must have adopted the 2011 Non-Motorized Plan or adopted a Non-Motorized Plan that is in conformity with the requirements of the State Bicycle Transportation Account. Resolution adopting plan must be included as an attachment to the application.
- The minimum match for this grant program is 10%. No award of Article 3 Bicycle and Pedestrian funds will be for more than 90% of the total project cost. However, overmatching is encouraged and provides additional application points as outlined in the scoring criteria below. In the event that a project cannot be fully funded, SANBAG may recommend partial funding for award.
- Agencies awarded funds will not be reimbursed for any project cost overruns. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. (Example: If an agency commits to a 25% match for a \$10,000 project, the amount of Article 3 awarded would be \$7,500. If the completed project cost was \$8,000, the amount of Article 3 funds disbursed to the agency would be \$6,000.)
- Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.

Eligible Expenditures:

1. Preliminary engineering leading to construction of pedestrian or bicycle facilities
2. Right-of-way acquisition necessary for pedestrian or bicycle facilities
3. Construction or reconstruction of Class I, II and III bicycle facilities and sidewalks
4. Provision of curbs, gutters, and driveway ramp paving on a sidewalk project
5. Purchase and installation of bicycle lockers and/or racks at major employment centers, park-and-ride lots and transit terminals

The construction of sidewalks fronting undeveloped land on a project may not exceed 15% of the total project length. Match paving for sidewalk projects is not an eligible project cost.

Additional Information:

Jurisdictions shall submit one application per project and transmit the application to SANBAG with a cover letter. Should a jurisdiction submit more than one project, provide a prioritization list for all of the applications submitted as part of the cover letter.

The application must include a clear project description discussing the nature and type of project being proposed for funding. The description shall include important design considerations and identify the location of the project and the transportation purpose to be served. A map depicting the project location and limits along with principle streets, transit routes, nearby city and county boundaries, and prominent landmarks shall be included. The map shall be inserted on page 1 of the project submittal form.

Project proposals will be reviewed by an evaluation committee. The evaluation committee, using the criteria contained in this call-for-projects, will score the proposed projects. The evaluation committee is anticipated to be comprised of two SANBAG staff, engineering, public works or parks and recreation representatives from two cities/towns and the County, one member from an adjacent county transportation commission, and one from bicycle or transit user group. Based on the evaluation committee proposed project scores, the evaluation committee will make its recommendation to SANBAG Plans and Programs Committee who will forward its recommendation to the full SANBAG Board.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Overall Quality of Application – Up to ten points will be awarded based on the overall quality of the application submitted for a project.	10
Potential Use – Up to 10 points will be awarded based on the extent of the potential use of a bicycle or pedestrian facility. Provide socioeconomic data, ADT/trip generation information or other data to support the forecasted use and/or need for the project.	10
Connectivity – The relation of the proposed project to the regional and local systems. Proposed projects will receive 5 points if it is linked or connects to two or more existing regional facilities; 5 points if project involves more than one jurisdiction. Five points for Class I projects that are listed included in the list of backbone projects on page 7-2 and three points for connecting to one of the backbone projects listed on page 7-2.	15
Destinations Served – One point will be awarded for each destination served by the proposed project (e.g., employment center, school or college, retail center and/or downtown area, park and other recreational use, public building, including library, museum, government office) up to a maximum of ten points.	10
Safety – The extent to which the proposed project will increase safety for the non-motorized public. Consideration will be given to number of accidents in a project area, severity of accidents in an area and whether or not the project exceeds the minimum standards identified in the Caltrans Highway Design Manual.	10
Local Matching Funds – Proposed projects will receive the following points based upon the extent of local match provided: 5 points for 15-24%; 10 points for 25-34%; 15 points for 35-49%; and 20 points for 50% or greater.	20
Intermodal Access – Five points will be award to proposed projects connecting to park-and-ride lots, major existing intermodal transit stations (bus and rail), and regional airports. Three points will be awarded to proposed projects connecting to future park-and-ride lots, major existing intermodal transit stations (bus and rail), and regional airports and one point will be awarded to proposed projects including an existing bus stop within its limits.	5
Project readiness/Cost Effectiveness – Five points will be awarded where existing roadways, pavement conditions, intersection signalization and other existing infrastructure accelerate project development. Ten points will be awarded where project design and environment clearances are complete and can be verified.	15
Timeliness of Prior Project Completion – Five points will be awarded if the project proponent delivered the project within the two year timeline the last time the agency was awarded TDA funding.	5
Total Possible Score	100

Call for Projects Schedule:

Issue Call for Projects	Wednesday, March 6, 2013
Project Proposals Due	Wednesday, May 8, 2013
Recommendation to General Policy Committee	Wednesday, June 12, 2013
Recommendation to Board	Wednesday, July 3, 2013

Project Completion and Payment:

Sponsor agencies receiving an allocation of \$250,000 or less shall be reimbursed in arrears and upon proof of satisfactory project completion. Agencies receiving an allocation of \$250,000 or more may request progress payments, however, 20% of the awarded funds shall be held by SANBAG until proof of satisfactory project completion. Each recipient shall prepare a project completion report, including pictures of completed project(s) when requesting reimbursement. SANBAG will reimburse the recipient within 45 days. Recipient must retain all records necessary for the fiscal and compliance audit that will be conducted at the end of each fiscal year. Projects selected under this process must be completed within the two full fiscal year period. Any funds allocated and not disbursed by the end of the two full fiscal year period shall be unallocated and returned the Article 3 Bicycle and Pedestrian Facilities fund.

**San Bernardino Associated Governments
Project Submittal Form
LTF, Article 3 Pedestrian/Bicycle Program
FY 2012/2013-2013/2014**

AGENCY:	CONTACT:	PHONE:
PROJECT NAME:		
PROJECT LOCATION MAP		
<i>Insert Project Map Here</i>		
PROJECT DESCRIPTION:		
PROJECT TYPE:		
PROJECT LENGTH:		
AMOUNT OF THE LOCAL MATCH:		
SOURCE OF FUNDS FOR LOCAL MATCH:		
IS RESOLUTION ATTACHED TO APPLICATION:		

PLEASE PROVIDE DATA TO SUPPORT THE POTENTIAL USE OF THE BICYCLE OR SIDEWALK FACILITY PROPOSED IN THIS APPLICATION:

PLEASE DESCRIBE HOW THE PROJECT IS SITUATED WITHIN THE REGIONAL SYSTEM:

PLEASE OUTLINE THE DESTINATIONS SERVED BY THIS PROJECT:

DESCRIBE HOW THIS PROJECT IMPROVE THE SAFETY OF CYCLISTS AND/OR PEDESTRIANS USING THE CORRIDOR:

EXPLAIN THE MULTIMODAL OR TRANSIT SYSTEM CONNECTIVITY PROVIDED BY THIS PROJECT:

ESTABLISH THE LEVEL OF THE PROJECT'S READINESS:

HAS THE AGENCY DELIVERED PAST PROJECTS ON SCHEDULE? IF YES, WHAT STEPS WILL BE TAKEN TO ENSURE SIMILAR RESULTS. IF NO, WHAT STEPS WILL BE TAKEN TO PREVENT A SIMILAR OCCURRENCE.

ATTACHMENT 2

**TRANSPORTATION DEVELOPMENT ACT
ARTICLE 3 BIENNIAL CALL FOR PROJECTS
FOR
TRANSIT STOP ACCESS IMPROVEMENTS**

Issued: March 6, 2013

GPC1302a2-tb

Background:

In August 1999 the SANBAG Board approved a policy that 20% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% of TDA Article 3 funds will be made available through a separate Call for Projects specifically for bicycle and pedestrian facilities.

This program has been developed in recognition of the importance of providing safe and accessible paths of travel to existing and proposed bus stop locations. In some instances, the provision of accessible pathways to bus stops may reduce the demand for complementary paratransit service provided by the Americans with Disabilities Act (ADA). The total amount available in this call for projects is estimated to be \$767,405 and is comprised of funds from unused prior allocations and funds from two fiscal years (FY 2012/2013 and 2013/2014).

Applicants may be cities, the county or transit operators/claimants. No single jurisdiction shall receive more than 10% of the funds available under this call for projects unless there are an insufficient number of project applications to fully utilize the amount available. Joint power agency transit operators who are the lead agency for implementing the proposed projects may receive awards above the 10% limit. Upon approval of a project list by the SANBAG Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for two full fiscal years after the year of Board approval.

Eligible Expenditures:

1. Web-based mapping, photography or other visual imagery to provide information on stop accessibility to users of a transit system.
2. Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops.
3. Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at existing bus stop locations.
4. Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at new bus stop locations
5. Construction of new sidewalks to serve existing bus stop locations.
6. Construction of new sidewalks to serve new bus stop locations.

Eligible project costs include expenses associated with: right of way acquisition or easement; preliminary engineering and design; plans, specifications and estimates; and construction. All projects must comply with the applicable Americans with Disabilities

Act Accessibility Guidelines (ADAAG), Health and Safety Code, Sections 18901 to 18949.6 of the State Building Standards Law as issued by the California Building Standards Commission, and comply with local building and construction codes and requirements.

Additional Information:

Each application should include a prioritized listing of access improvement projects. Projects shall be classified as one of the six types of projects identified under the eligibility section above. Each project description should identify whether the existing right of way or a new easement is required for the proposed project. Where possible, the applicant should document that the proposed project addresses a problem area identified by current users of the transit service or through a survey of bus stop accessibility. The applicant should identify the number of bus routes and daily buses serving the stop, current or expected daily boardings and alightings as well as key activity generators or attractors served at the proposed project location. Applications shall include pictures of the improvement site(s) or location(s). A schedule for project completion, by project, shall be included in the application. (See attached application form).

Project applications will be evaluated by a committee that is anticipated to be comprised of two SANBAG staff, engineering or public works staff from four cities/towns and/or the County and one member from the disabled community.

Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Project addresses identified access issues at existing bus stops or fills a gap in available accessibility information to users of a transit system	25
Project is for access to a new bus stop location.	15
Cost Effectiveness – Shall include consideration of project cost divided by daily boardings and alightings and/or complementary paratransit cost avoidance achieved by making the bus stop location accessible to individuals with disabilities.	20
Matching funds from applicant – Proposed projects will receive the following points based upon the extent of match provided: 5 points for 10-19%; 10 points for 20-29%; 15 points for 30-49%; and 25 points for 50% or greater ¹	25
Project connects to/or interacts with projects identified in the 2011 Non-Motorized Transportation Plan.	10
Timeliness of Prior Project Completion	5

¹ Matching funds from applicant may consist of Federal Transit Administration funds, Community Development Block Grant funds or other local funds, including LTF Article 8a.

Call for Projects Schedule:

Issue Call for Projects	Wednesday, March 6, 2013
Project Proposals Due	Wednesday, May 8, 2013
Recommendation to General Policy Committee	Wednesday, June 12, 2013
Recommendation to Board	Wednesday, July 3, 2013

Project Completion and Payment:

Article 3 funds are not automatically distributed to agencies. Recipients of funding approved by the SANBAG Board shall be reimbursed for expenses incurred up to the amount approved based on claims submittals to SANBAG. Each recipient shall prepare and submit a project completion report, including pictures of the completed project(s) to accompany the request for reimbursement. SANBAG shall reimburse the recipient within 45 days. Recipient must retain all records necessary for the compliance and fiscal audit that will be conducted at the end of each fiscal year. SANBAG will provide funding recipients with the Transportation Development Act Local Transportation Funds Article 3 – Pedestrian, Bicycle Facilities and Access to Transit Claim Form Instructions and appropriate forms for submittal to request reimbursement. Agencies awarded funds will not be reimbursed for any project cost overruns. If an agency is providing a local match on a project and the project is completed under budget, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. (Example: If an agency commits to a 25% match for a \$10,000 project, the amount of Article 3 awarded would be \$7,500. If the completed project cost was \$8,000, the amount of Article 3 funds disbursed to the agency would be \$6,000.)

**Biennial Article 3 20% Fund
Call for Projects Application Form
FY 2012/2013 - FY 2013/2014**

1. Priority #: _____
2. Project Title: _____
3. Project Description (attach photos and more thorough description as appropriate):

4. Location: _____
- | | | | |
|-------|-------------------|-------|-------------------|
| _____ | Existing Bus Stop | _____ | New Bus Stop |
| _____ | Existing ROW | _____ | Easement Required |

5. Project Cost Estimate: \$ _____

6. Non-TDA Article 3 Project Matching Funds: \$ _____

Source of Matching Funds: _____

7. Requested Article 3 TDA Call for Project Funds: \$ _____

8. Location Characteristics:

_____	Bus Routes Serving Location
_____	Number of Daily Buses Serving Location
_____	Daily Boardings and Alightings
_____	Anticipated ADA Cost Savings

9. Relationship to 2011 Non-Motorized Transportation Plan projects, if any:

10. Listing of Activity Generators and Attractors Served:



- 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: 16

Date: February 13, 2013

Subject: State Legislative Update

Recommendation:* Receive update on state legislative items

Background: After returning from the holiday break on January 7, 2013, the State Legislature immediately turned their focus to the major deadlines before them - the release of the Governor's Budget on January 10th, the Governor's State of the State Address on January 24th, and bill introductions through February 22nd. Below is an overview of the Governor's Budget and the State of the State Address, as well as a glimpse of the major committee assignments for SANBAG's State Legislative Delegation.

Bill Introductions

Staff is currently reviewing and monitoring bills as they are introduced early in the legislative session. Most of the bills introduced to date are currently in "spot bill" form without much content and will see significant amendments before policy hearings begin in March and extend through April. Following the February 22nd bill introduction deadline, staff will begin to bring bills to this committee for consideration.

As part of the bill introduction process, draft bills are submitted to Legislative Counsel for review before they are formally introduced. This ensures that bills are included in the proper code section, do not contain major conflicts, and generally comply with procedure and applicable laws. In order to assist

Approved
 General Policy 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.
 GPC1302a-wvs

Legislative Counsel with managing the workload, the deadline for submitting draft bills is January 25th.

As SANBAG further considers the development of the legislative program going forward, in order to preserve the option to carry legislation in 2013, staff has submitted draft "spot bill" language to Legislative Counsel. This spot bill language makes minor edits to SANBAG's enabling statutes and can serve as a "placeholder" for any state legislative proposals that may arise. Staff is still working to determine whether state statutory changes are needed by SANBAG during this cycle, but having a spot bill in process serves to preserve options going forward.

The language that comes back from Legislative Counsel is not required to be subsequently introduced, and that decision does not have to be made until the deadline of February 22nd. If introduced as a spot bill, we would then have until March/April to develop a proposal with content in time for policy hearings in the first house. Any such proposal would come to the Board of Directors for consideration before it would be introduced in legislative form.

State Budget Update

On January 10, Governor Brown released the proposed 2013-14 Budget, with a focus on restoring funding to specific programs, paying down the "Wall of Debt," and taking steps to strengthen the budget reserves for the future. Transportation programs appear to be treated well to-date, which is likely largely attributable to the passage of Propositions 22 and 26 in 2010. The Governor's budget is further expected to change again after the release of the May Revise later this year, reflecting more accurate revenue information following the April 1st tax deadline, but generally reflects a more positive outlook for the state's financial picture.

The Budget reflects increased revenues resulting from the passage of Propositions 30 and 39 in November, which, combined provide for a more stable budget environment than recent years. Total General Fund revenues are projected to grow from \$93 billion to a projected \$97.7 in the coming budget year. If the Governor's proposals to reduce the state's general fund debt are accepted, transportation related debt funded by the General Fund will be reduced from \$200 million in 2012-13 to zero in 2016-17.

The proposed transportation budget also reflects changes to the local assistance and planning programs within the California Department of Transportation (Caltrans), including the consolidation of five programs into a single Active Transportation Program which seeks to simplify and enhance funding for pedestrian and bicycle projects.

The Transportation Agency, established as part of the Governor's 2012 Reorganization Plan, becomes operational on July 1, 2013, and is reflected in the proposed budget. The newly organized agency is responsible for addressing mobility, safety, and air quality issues as they relate to transportation. Key priorities include developing and integrating the High-Speed Rail (HSR) project into California's existing transportation system and supporting regional agencies in achieving the greenhouse gas emission reductions and environmental sustainability objectives required by state law.

The Agency consists of the following state entities responsible for administering programs that support the state's transportation system:

- Department of Transportation
- California Transportation Commission
- High-Speed Rail Authority (CHSRA)
- Department of Motor Vehicles
- California Highway Patrol
- Board of Pilot Commissioners

The Budget includes total funding of \$21.1 billion for all programs administered within the Agency.

Key Adjustments Proposed to Caltrans Budget

The enactment of Moving Ahead for Progress in the 21st Century (MAP-21) consolidated several existing transportation programs and the implementation of this effort continues. The proposed budget maintains the existing federal funding split between state and local transportation agencies, which will ensure that existing projects already scheduled for construction will be able to continue.

The Department of Finance has worked with Caltrans to develop a four-year plan to conduct a zero base analysis of all Caltrans' programs. The Budget includes the following proposals that reflect the outcome of the zero-base review to date:

- A shift of \$134.2 million to the Active Transportation Program in state and federal resources in 2014-15 to consolidate five existing programs into a single Active Transportation Program. The new consolidated Active Transportation Program will streamline this process and fund high-priority projects that reduce greenhouse gas emissions consistent with the objectives of SB 375, as well as provide safety benefits;
- A reduction of \$1.5 million to the Local Assistance Program to establish staffing levels that are consistent across 12 district offices;
- A shift of \$13.4 million from state funds to local federal funds for state costs that support local transportation projects;

- In addition, the CTC intends to revise performance measures in the 2014 State Transportation Improvement Program (STIP) guidelines to improve the effectiveness of the state's transportation investments for mobility and greenhouse gas emission goals, as well as align with the federal performance measures currently being developed by the U.S. Department of Transportation;
- An increase of \$8.4 million to the Planning Program to address additional workload and implement various efficiency measures, including to streamline and standardize Caltrans planning documents and add additional positions to complete necessary project initiation documents;
- A transfer of \$67 million in special fund revenue to partially offset General Fund transportation debt service costs. The use of non-excise tax revenue is statutorily authorized for this purpose through 2012-13. The Budget proposes to continue to offset transportation debt service costs with this revenue source on a permanent basis.

Cap and Trade

The California Air Resources Board (CARB) held the first of three 2012-13 auctions in November, resulting in \$55.8 million in proceeds to the state. The auction of allowances directly allocated to independently operated electric utilities resulted in proceeds of \$233.3 million, which will be credited to customers. The other two auctions will occur on February 19, 2013 and May 16, 2013. In recognition of the state's initial experience with the first auction, the Budget limits projects to \$200 million in 2012-13 and \$400 million in 2013-14. AB 1532 (Perez) requires Finance to provide three-year investment plans for auction proceeds, beginning with the 2013-14 May Revision, while SB 535 (De Leon) requires that at least 10 percent of the proceeds received by the state be devoted to the most impacted and disadvantaged communities to ensure the provision of economic and health benefits.

High Speed Rail

The CHSRA is responsible for the development and construction of a high-speed passenger train service between San Francisco and Los Angeles/Anaheim (Phase I), with extensions to San Diego and Sacramento and points in-between (Phase II). Proposition 1A, enacted in November 2008, authorizes \$9 billion in bond proceeds for the rail lines and equipment, and an additional \$950 million for state and local feeder lines. The federal government has also awarded the Authority nearly \$3.5 billion, most of which has been designated to fund portions of the project in the Central Valley.

The 2012 Budget Act appropriated approximately \$8 billion for the HSR project for the following purposes:

- \$5.8 billion for the first phase of the Initial Operating Segment from Madera to Bakersfield;
- \$1.1 billion for early improvement projects to upgrade existing rail lines in Northern and Southern California, which will lay the foundation for future high-speed rail service as it expands into these areas;
- \$819.3 million for connectivity projects to enhance local transit and intercity rail systems that will ultimately link to the future high speed rail system.

The Authority is continuing to identify early “bookend” investments that will generate immediate benefits and, through blended service, enhance future HSR ridership. Projects currently being evaluated include the electrification of the Caltrain corridor in Northern California and regional rail improvement projects, such as grade separations, in Southern California. Final selection of specific projects and lead agencies will be completed by the end of the current fiscal year. Initial construction work is scheduled to begin in the Central Valley during the summer of 2013. In the Authority’s revised 2012 Business Plan, additional funding will be necessary to complete the Initial Operating Section from Merced to the San Fernando Valley. Cap and Trade funds have specifically been identified by the Governor as a possibility for funding.

Governor Delivers State of the State Address

On January 24th, the Governor delivered his annual state of the state address to a joint session of the Legislature. He began, as he has in previous years, with cautions against overspending - specifically noting the need to safeguard the funds provided by the voters through Proposition 30. The Governor stated that in spite of the lean times, the state has been able to balance the budget, reorganize government functions, as well as to advance high speed rail, renewable energy standards, and workers compensation reform. He echoed sentiments from his earlier budget proposal by calling upon the Legislature to continue to exercise fiscal discipline, pay down debts, and build reserves for the future.

Major themes in the speech included a focus on local control for education, a special session for the implementation of the federal affordable care act which began on January 28th, jobs, water, climate change and transportation. Specifically related to transportation, he called upon the new Transportation Agency to develop long term funding and priorities for the future, focused the Legislature on CEQA reform, and continued to champion high-speed rail.

Members Appointed to Key Committees and Leadership Positions

Several Members of SANBAG’s State Legislative Delegation have been appointed to key state legislative committees or hold leadership positions within their respective caucuses.

Committees

Assembly Appropriations Committee – Tim Donnelly (R-Twin Peaks), Chris Holden (D-Pasadena)

Assembly Budget Committee – Mike Morrell (R-Rancho Cucamonga), Brian Nestande (R-Palm Desert)

Assembly Housing and Community Development Committee – Chair Norma Torres (D-Chino), Cheryl Brown (D-San Bernardino)

Assembly Jobs, Economic Development, and the Economy Committee – Steve Fox (D-Palmdale)

Assembly Revenue and Taxation Committee – Brian Nestande

Assembly Rules Committee – Cheryl Brown, Curt Hagman (R-Chino Hills)

Assembly Transportation Committee – Mike Morrell, Chris Holden

Senate Budget and Fiscal Review – Vice Chair Bill Emmerson (R-Rancho Cucamonga), Michael Rubio (D-Shafter)

Senate Governance and Finance Committee – Vice Chair Steve Knight (R-Antelope Valley), Bill Emmerson, Carol Liu (D-La Cañada Flintridge)

Senate Rules Committee – Bill Emmerson

Senate Transportation and Housing Committee – Michael Rubio, Carol Liu

Leadership Posts

Senate Republican Leader – Bob Huff (R-Diamond Bar)

Senate Republican Caucus Whip – Bill Emmerson

Assembly Democratic Majority Whip – Chris Holden

Assembly Assistant Republican Floor Leader – Curt Hagman

Assembly Republican Whip – Mike Morrell

Financial Impact: This item has no impact to the FY 2012/2013 SANBAG Budget.

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

Responsible Staff: Wendy Strack, Director of Legislative Affairs

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

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

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

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